
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) 384-9138. The City of Monroe website address is www.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 22, 2011
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Police Chief Tom Moore – Monroe Police Department's Officer of the Year – Officer Herrick.

V. PUBLIC HEARINGS.

13 Public hearing for the purpose of reviewing and hearing comments on the proposed 2011-2017 Capital Improvements Program Budget. There are no comments on file in writing in the Clerk-Treasurer's Office.

VI. COUNCIL ACTION.

270 This item was postponed at the January 18, 2011 meeting.

Communication from the Interim Director of Planning & Recreation, submitting an application for Obsolete Property Rehabilitation Tax Exemption from West Front Development, LLC for the buildings at 114 and 116 West Front Street, and recommending that Council delay action on this item until its meeting on January 18, 2011 in order to draft the terms of the above referenced agreement and to address outstanding issues pertaining to property maintenance code compliance. It was moved by Council Member Beneteau and seconded by Council Member Bica that item, 270 be postponed until the February 22, 2011 Council Meeting and that past due taxes and current year taxes be paid by the February 22, 2011 Council Meeting.

273 This item was postponed at the January 18, 2011 meeting.

Communication from the Building Official, reporting back on bids received for the demolition of a property located at 114 and 116 West Front Street, and recommending that Council table this action until January 18, 2011 Council Meeting in order to draft terms of an agreement to renovate the structures and further recommending that if an agreement cannot be reached the structure be demolished. It was moved by Council Member Molenda and seconded by Council Member Beneteau that item 273 be postponed until the February 22, 2011 Council Meeting.

9 This item was postponed at the February 7, 2011 meeting.

Communication from the City Manager's Office, reporting back on a request from the Monroe County Convention & Tourism Bureau for permission to display a banner across Monroe Street from January 1 – May 15, 2012, announcing the Michigan State Bowling Association Tournament, and recommending that the request be approved, as modified, for up to a four week period. It was moved by Council Member Conner and seconded by Council Member Hensley that item 9 be postponed until the February 22, 2011 Council Meeting to obtain a specific timeline from the Monroe County Convention & Tourism Bureau.

14 Communication from the Director of Economic & Community Development, submitting proposed Ordinance No. 11-001, an Ordinance to amend several sections of Chapter 374, Hawkers, Peddlers and Transient Merchants, of the Code of the City of Monroe.

Proposed Ordinance No. 11-001, up for its first reading and recommending that the public hearing be set for Monday, March 7, 2011.

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

A. Approval of the Minutes of the Regular Council Meeting held on Monday, February 7, 2011.

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

13 Proposed Capital Improvements Program Budget – FY 2011-2017.

1. Communication from the Director of Economic & Community Development, submitting the Proposed FY 2011-2017 Capital Improvements Program Budget, and recommending that the Proposed FY 2011-2017 Capital Improvements Program Budget be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

15 Macomb Street Bridge Rehabilitation – Design Contract Award.

1. Communication from the Director of Engineering & Public Services, submitting a proposal for the design of the Macomb Street Bridge, and recommending that Council award a design contract for the rehabilitation of the Macomb Street bridge to Spalding DeDecker Associates, Inc., in an amount "Not to Exceed" \$99,897, and that the Director of Engineering & Public Services be authorized to execute the agreement on behalf of the City, and further recommending that a total of \$115,000 be encumbered for this work, should the Engineering Department determine during the design process that additional work activities or environmental studies are necessary.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

16 East Elm Avenue Water Main Replacement – Change Order Award.

1. Communication from the Director of Engineering & Public Services, submitting a request for a change order to the East Elm Avenue Water Main Replacement Program, and recommending that Council award a change order to the 2010-11 Water Main Replacement Program Group 2 to C & D Hughes, Inc., for the East Elm Avenue Water Main Replacement in the amount of \$350,386.20 and that a total of \$403,000 be encumbered to include a 15% project contingency, and further recommending that the Director of Engineering & Public Services be authorized to execute the change order on behalf of the City of Monroe.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 17 Annual Memorial Day Parade.
1. Communication from the City Manager's Office, reporting back on a request from the VFW Memorial Day Parade Committee for permission to hold the annual parade on May 30, 2011 at 2:00 p.m., and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to insurance requirements being met, 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.
- 18 Monroe County Fair Parade Request.
1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Fair Association to hold the 2011 Fair Parade on July 31, 2011 at 1:00 p.m., to close the affected streets and for assistance from the City and the Police Department, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to insurance requirements being met, 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.
- 19 Community Development Block Grant (CDBG) FIX Program Contracts.
1. Communication from the Director of Economic & Community Development, submitting the CDBG FIX Program Contracts for two recipients under the revised program, and recommending that Council authorize payment to Pranam GlobalTech in the amounts of \$22,350 and \$11,373 for the two CDBG FIX program projects located on Norwood Drive and Maple Avenue respectively.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 20 St. Paul's United Methodist Church Temporary Sign and Vertical Pole Banner Request.
1. Communication from the City Manager's Office, reporting back on a request from St. Paul's United Methodist Church for permission to display a temporary sign on their property and vertical pole banner thru the end of the year announcing the church's anniversary, and recommending approval of the banner request, as well as the temporary sign request, contingent upon the applicant providing a site sketch identifying exact placement of the sign.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 21 Dumpster Service Contract – 2011 to 2014 – Bid Award.
1. Communication from the Director or Engineering & Public Services, reporting back on bids received for Dumpster Service Contract, and recommending that Council award a contract with Allied Waste Services of Toledo for a baseline amount of \$8,862.64, with authorization to expend up to \$40,000 annually for total services given to the Public Services Department, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts.
 2. Supporting documents.

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

22 Police Vehicle Purchase.

1. Communication from the Director or Engineering & Public Services, reporting back on bids to purchase seven (7) Ford Crown Victoria Interceptors and One (1) Ford Fusion for the Monroe Police Department, and recommending that Council award a contract to purchase seven (7) 2011 Ford Crown Victoria Police Interceptor vehicles for a total of \$148,281, and one (1) 2011 Ford Fusion SE sedan at \$15,871 from Signature Ford of Owosso, Michigan, and further recommending that the Director of Engineering & Public Services be authorized to prepare a purchase order for the above total amount of \$164,152.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

23 Renewal for a Natural Gas Supplier.

1. Communication from the Finance Director, submitting an agreement with Lakeshore Energy to serve as our natural gas supplier for city facilities, and recommending that Council approve entering into the attached agreement with Lakeshore Energy to provide natural gas to all City of Monroe facilities where the City is paying the natural gas service cost for the period of April 2011 through March 2012, a one year agreement.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

24 Soft Body Armor Bids.

1. Communication from the Chief of Police, reporting back on bids received for replacing soft body armor for officers that is nearing or reached the manufactures expiration date, and recommending that Council approve the purchase of the "DX" model vest manufactured by Protective Products Equipment through the vendor "Great Lakes Emergency Products" for the sum of \$550 per vest, \$13,200 for the total number of 24 vests, and further recommending that the purchase of a special threat "Speed Plate" size 7"x9" in the amount of \$69.00 – plate be added to the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

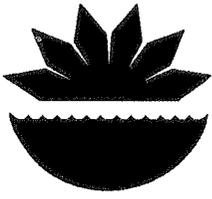
VIII. MAYOR'S COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. COUNCIL COMMENTS.

XI. CITIZEN COMMENTS

XII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION & TOURISM BUREAU FOR PERMISSION TO DISPLAY A BANNER ANNOUNCING THE MICHIGAN STATE BOWLING ASSOCIATION TOURNAMENT IN 2012

DISCUSSION: The City received a request from the Monroe County Convention & Tourism Bureau for permission to display a banner across Monroe Street from January 1 – May 15, 2012, announcing the Michigan State Bowling Association Tournament.

At the City Council meeting on February 7th the Council postponed the request until the Feb. 22nd meeting so staff could obtain a specific timeline from the Monroe County Convention & Tourism Bureau.

We have contacted the Monroe County Convention & Tourism Bureau and they would like the banner to be displayed from Feb. 1st for as long as we can leave it up.

Therefore, the City Manager recommends approval of this request, as modified, for the banner to be displayed across Monroe Street from Feb. 1 – 29, 2012.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project \$

Cost of This Project Approval \$

Related Annual Operating Cost \$

Increased Revenue Expected/Year \$

SOURCE OF FUNDS:

City

Account Number

Amount

\$

\$

\$

\$

\$

Other Funds

\$

\$

\$

\$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 2/14/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 2/22/11



RECEIVED

JAN - 4 2011

CITY MANAGER'S OFFICE

CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant John Paffaro
 Name of Organization Monroe County Council & Tourism Bureau
 Applicant's Affiliation with Organization President/CEO
 Applicant's Home Address 103 W. Front St.
 Mailing Address (if different) _____
 Day Phone 734.457.1030 Evening Phone SAME

Type of Banner **Overhead Banner (\$150)**

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)

E. Front St. Dates Requested Jan. 1 - May 15, 2012

W. First St.

Monroe St. * Michigan State Bowling Association Tournament

Type of Banner **Vertical Pole Banner (\$25/banner)**

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.) Dates Requested _____

No. of Banners: Monroe St. (42)

Spring (March-May)

Elm Ave. (8)

Summer (June-Aug.)

First St. (8)

Fall (Sept.-Nov.)

Macomb St. (8)

Winter (Dec.-Feb.)

Company Fabricating Banners: FLAGS SALES & SERVICE

Please provide a sketch complete with banner specifications and message to be displayed for City Council Review. Applications will be accepted up to eleven (11) months in advance and no later than four (4) weeks prior to proposed installation date.

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.

Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant [Signature]

Date 12.31.10

WELCOME BOWLERS...
TO HISTORIC MONROE COUNTY!

BEST OF LUCK TO ALL OF YOU



<u>Banner Requests – Monroe Street 2009</u>	
Holiday Decorations	Jan. 1 – 15
St. Michael's We Care	Jan. 19 – Feb. 8
Home Builders Association	Feb. 9 – Mar. 2
YMCA	Mar. 3 – 31
Monroe County Community College Big Read	Apr. 1 – 30
River Raisin Jazz Festival	July 27 – Aug. 9
Bed Race	Sept. 7 – 30
United Way of Monroe County	Oct. 1 – 31
Holiday Decorations	Nov. 15 – Dec. 31
	**No displays in May or June
<u>2010</u>	
Holiday Decorations	Jan. 1 – 15
Home Builders Association	Feb. 1 – 21
YMCA	Feb. 22 – Mar. 21
Earth Day	Apr. 5 – 25
River Raisin Jazz Festival	Aug. 1 – 16
River Raisin Labor Day Festival	Aug. 23 – Sept. 7
Bed Race	Sept. 7 – 26
Custer Week	Sept. 27 – Oct. 11
United Way of Monroe County	Oct. 11 – Nov. 8
Holiday Decorations	Nov. 15 – Dec. 31
	**No displays in May, June or July



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Proposed Capital Improvements Program Budget – FY 2011-2017

DISCUSSION: Attached for review and consideration is the proposed Capital Improvements Program (CIP) Budget for fiscal years 2011-2017. Although fewer departments and agencies submitted funding requests this year, the city, nonetheless, continues to pursue an aggressive capital improvements program especially related to infrastructure and improvements to city-owned facilities, such as the water and wastewater facilities and our local library buildings. As such, the CIP Budget Team reviewed proposals and met with department heads and agency directors to develop the proposed capital budget for FY 2011-2012, as well as a six (6) year capital improvements plan. This budget was transmitted to City Council and the Citizens Planning Commission (CPC) for review prior to a joint work session held by the two boards on Monday, January 10, 2011. The joint session provided an opportunity for Council Members and Planning Commissioners to hear presentations on the various projects being proposed for the upcoming year.

The proposed capital budget for FY 2011-2012 totals \$6,531,830 reflecting six (6) separate funding categories, which include: The General Fund at \$668,100; \$241,000 in Major Streets; \$250,000 in Local Streets; \$1,979,030 from the city's enterprise funds (Water and Wastewater); \$137,400 from the Partnership Reserve Fund; and \$3,256,300 from a variety of funding sources and mechanisms that comprise the Additional/Alternate Funding category.

Per city charter, the Citizens Planning Commission reviewed the proposed budget and conducted a public hearing regarding the same on Wednesday, February 2, 2011. There were no comments made during the hearing or received prior to the meeting. At the close of the hearing, the commission passed a motion recommending that City Council approve the budget, as proposed. Based upon the recommendation of the Citizens Planning Commission and the Capital Improvements Program Budget Team, the Planning Office is submitting the proposed FY 2011 – 2017 Capital Improvements Program Budget to City Council for adoption following tonight's public hearing.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 22, 2011

REASON FOR DEADLINE: Charter requires approval of the Capital Improvements Program Budget by the last day of February

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: The Department of Economic & Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Capital Improvements Program, City Council, City Departments, Citizens Planning Commission, and citizens

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$6,531,830 *
	Cost of This Project Approval	\$*
	Related Annual Operating Cost	\$*
	Increased Revenue Expected/Year	\$*

*Please see attached budget for funding sources.

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

Budget Approval: _____

*Please see attached budget for funding sources.

FACT SHEET PREPARED BY: Jeffrey Green, AICP

DATE: 2.1.11

REVIEWED BY: Dan Swallow, AICP, Director, Dept of Economic & Community Development

DATE:

COUNCIL MEETING DATE: 2.22.11

MONROE, MICHIGAN
CAPITAL IMPROVEMENTS PROGRAM 2011-2017

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	TOTAL
ALCC							
Mechanical/Electrical System Upgrade: Phase II	225,000						225,000
Plumbing System and Building Renovations		218,500					218,500
Interior First Floor Renovations			282,187				282,187
Concrete Plaza Area Repair/Restore				60,000			60,000
SUBTOTAL	225,000	218,500	282,187	60,000	0	0	\$785,687
Public Services / Parks							
Multi-Sports Complex - Noble Entrance Paving	30,000						30,000
DPS Parking Lot Paving	50,000						50,000
Munson Park Improvements		100,000	100,000	50,000	50,000	50,000	350,000
DPS Facility Study		20,000					20,000
DPS Building/Site Improvements			50,000				50,000
SUBTOTAL	80,000	120,000	150,000	50,000	50,000	50,000	\$500,000
Engineering / Infrastructure							
Winchester/Second Intersection Bump-outs	50,000						50,000
Sidewalk Replacement Program	122,500	150,000	150,000	150,000	150,000	150,000	872,500
Downtown Brick Paver Replacement	93,000	80,000	75,000				248,000
River Raisin Heritage Trail Extension/Trail Heads		50,000	150,000	150,000	150,000	150,000	650,000
North Custer Bike Path Resurfacing					300,000		300,000
Hagans Plat Storm Outlet Improvements		200,000					200,000
SUBTOTAL	265,500	480,000	375,000	300,000	600,000	300,000	\$2,320,500
Engineering / Streets							
Macomb Street Bridge Rehabilitation	2,300,000						2,300,000
E Elm Street Resurfacing - Monroe to N Dixie Hwy	498,000						498,000
W Front Resurfacing - Harrison to Monroe	98,000						98,000
Detroit Reconstruction - Mill to N Dixie Hwy	50,000	1,300,000					1,350,000
Riverside Dr Resurfacing - Donnalee to Richards	125,000						125,000
Maple Ave Resurfacing - Elm to Scottwood	325,000						325,000
Almyra Resurfacing - Third to First	95,000						95,000
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	TOTAL
Engineering / Streets (Cont.)							
Reisig Reconstruction - Eighth to Seventh	140,000						140,000
Reisig / Roeder Intersections (3)	120,000						120,000
N Roessler Resurfacing - Lorain to concrete	25,000						25,000
Roessler Bridge Rehabilitation		1,250,000					1,250,000
Stone Resurface - US-24 to Front		225,000					225,000
Lavender Reconstruction - Calkins to McCorm		280,000					280,000

E Noble - Raise grade - Michigan to Railroad	25,000	200,000					225,000
N Dixie Hwy Resurfacing - Elm to Spaulding	30,000	370,000					400,000
E Sixth Resurfacing - Monroe to Scott		155,000					155,000
O'Brien Reconstruction - West end to Front		260,290					260,290
E Second Resurfacing Monroe to Washington		85,000					85,000
Winston Ct Resurfacing		25,000					25,000
Franklin St Resurfacing - Kentucky to Winchester		50,000					50,000
Kentucky Reconstruction - Sixth to Third		25,000	200,000				225,000
N Macomb Resurfacing - Monroe to Michigan		25,000	150,000				175,000
E Noble Resurfacing - Monroe to Michigan		25,000	150,000				175,000
Riverview Spot Reconstruction - Oakwood to Cole		10,000	70,000				80,000
W Noble Reconstruction - Theadore to US-24			250,000				250,000
Harrison Reconstruction - Fourth to Eighth			250,000				250,000
Reisig Reconstruction - Dead end to E Eighth				120,000			120,000
Sackett Resurfacing - Noble to Lorain				110,000			110,000
S Roessler Resurfacing - Fifth to Dead end				80,000			80,000
Cass Resurfacing - City line to Third				150,000			150,000
Stockton Resurfacing - full length				100,000			100,000
Toll Reconstruction - Lorain to Roessler					565,000		565,000
Western Avenue Resurfacing - Winston to Custer Ct					225,000		225,000
John L. Resurfacing - N Roessler to Calgary					200,000		200,000
SUBTOTAL	3,776,000	3,110,000	1,230,290	1,070,000	560,000	990,000	\$10,736,290

MCLS

Dorsch Memorial Library - Door, Vestibule, Basement	36,500						36,500
Navarre Library Light Fixture Replacement	12,400						12,400
SUBTOTAL	48,900						\$48,900

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	TOTAL
Wastewater							
Primary Pumps Level Control System Upgrade	40,000						40,000
Sunset and Detroit Beach Pump Station Rehabilitation	120,000						120,000
Wastewater Plant Secondary Side - Boiler System Rehab	175,000						175,000
WWTP Air Compressors and Air Dryer	55,000						55,000
Sanitary Sewer System Replacement/Rehabilitation	550,000	400,000	90,000	115,000	205,000	530,000	1,890,000
Wastewater Treatment Plant - Phase II*		1,200,000					1,200,000
Monroe Township Sanitary Sewer System GIS		83,000					83,000
Raisinville North and South Pump Station Upgrade		40,000					40,000
Stony Point #1 and #2 Pump Station Rehabilitation		275,000					275,000
Collection System Dump Truck		90,000					90,000
UV System Cover		85,000					85,000
Wastewater Treatment Plant - Concrete Rehabilitation			120,000	120,000	120,000	120,000	480,000
Stony Point #4 Pump Station Rehabilitation			180,000				180,000
Boiler System Rehabilitation - Primary			150,000				150,000

Boiler for Secondary System								75,000	75,000
Lime System Rehabilitation								75,000	75,000
Sunset Pump Replacements								150,000	150,000
Ravenwood Pump Station Rehabilitation								140,000	140,000
Detroit Beach Pump Replacement							125,000		125,000
Centrifuge #1 Rehabilitation							100,000		100,000
Laboratory Rehabilitation							50,000		50,000
South Tunnel Drain Rehabilitation								50,000	50,000
Collection System TV Truck Replacement								100,000	100,000
SUBTOTAL	940,000	2,173,000	615,000	600,000	600,000	800,000			\$5,728,000

Water Distribution Division

Macomb St Water Main - River Crossing	102,000								102,000
Almyra St Water Main - 3rd to 1st	101,530								101,530
W Maple Blvd Water Main - Elm to Scottwood	321,220								321,220
Reisig St Water Main - South End to Kentucky Ct	119,280								119,280
Trenching / Boring Machine Replacement	25,000								25,000
Distribution Service Truck Replacement		62,000							62,000
GIS Water System & Service Layer		146,000							146,000
Detroit Ave Water Main - Mill to Dixie		100,000							100,000
Roessler St Water Main - River Crossing		112,500							112,500

2011-2012 2012-2013 2013-2014 2014-2015 2015-2016 2016-2017 TOTAL

Water Distribution Division (Cont.)

Franklin St Water Main - Kentucky to Winchester		56,800							56,800
Stockton Dr Water Main - Borgess to Monroe		99,400							99,400
Cass St Water Main - City line to Front Street		452,980							452,980
Maybee Tank Improvements			83,000						83,000
Smith St and Harrison St Water Main Loop			49,700						49,700
Western Ave - Winston Ct to S Custer			291,100						291,100
Borgess Ave Water Main - S Plat Line to Stedman			184,600						184,600
Borgess Ave Water Main - Ives to S. Plat Line			184,600						184,600
W Maple Blvd Water Main - Linswood to North end			370,600						370,600
Kentucky Ave Water Main - First to Fourth				187,000					187,000
Conant Ave Water Main - Wood to Third				210,160					210,160
Jefferson Ct Water Main - Western to Huron				180,000					180,000
Huron St Water Main - Western to Jefferson Ct				50,000					50,000
E Third St Water Main - Scott to Winchester				381,980					381,980
E Ninth Water Main - Reisig to Kentucky					83,780				83,780
Arbor Ave Water Main - Linswood to Orchard					244,240				244,240
Linswood Ave Water Main - Riverview to Maple					83,780				83,780
Parkwood Ave Water Main - Hollywood to Maple					144,840				144,840
Scottwood Ave Water Main - Hollywood to Maple					144,840				144,840
Sylvan Dr Water Main - Borgess to Monroe					100,820				100,820
Stanford Dr Water Main - Borgess to Monroe					86,620				86,620
Standish Dr Water Main - Borgess to Monroe					58,220				58,220

Stedman Dr Water Main - Borgess to Monroe						34,080		34,080
Albain Rd Water Main - East and West of Keegan							306,000	306,000
Borgess Ave Water Main - Elm to Willow							85,200	85,200
Fern Ct Water Main - Full Length							108,800	108,800
Toll/Roessler Rear Water Main - Elm to North of Noble							241,400	241,400
E Noble Ave Water Main - Mason Run to East of RR							177,500	177,500
Excavator Replacement							70,000	70,000
SUBTOTAL	669,030	1,029,680	1,163,600	1,009,140	981,220	988,900		\$5,841,570

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	TOTAL
Water Filtration Division							
Water Treatment Plant Air System Replacement	70,000						70,000
Power House: Fire Suppression System	35,000						35,000
Filters 2 & 4 Concrete Rehabilitation	70,000						70,000
Eng/Const Motor Control Centers A-B-C Replacement	55,000	250,000	115,000				420,000
Ozone Injection System Upgrade	120,000	25,000	160,000	165,000	125,000	125,000	720,000
Boiler Room Roof				10,000			10,000
SCBS Service Area Upgrade - Phase II Eng. & Const.				100,000	100,000	100,000	300,000
New Stand-By Power Generators					50,000	50,000	100,000
SUBTOTAL	350,000	275,000	275,000	275,000	275,000	275,000	\$1,725,000

Raw Water Partnership							
PAP: Addition of Raw Water Pump	137,400	137,400	137,400	137,400			549,600
PAP: Motor and Variable Frequency Drive Upgrades					137,400	137,400	274,800
SUBTOTAL	137,400	137,400	137,400	137,400	137,400	137,400	\$824,400

Proposed FY2011-12
Capital Budget

Department	Project	General Fund	Major Streets	Local Streets	Parking	Airport	Enterprise	Partnership Reserves	Additional / Alt Funding	Prior Funding	Total Project Cost		
ALCC	Mechanical / Electrical Sys. Upgrade - Ph. 2								225,000	(3)	262,500	487,500	
	SUB-TOTAL								225,000		262,500	487,500	
Public Services/Parks	Multi-Sports Compl. - Noble Entrance Paving								30,000	(21)		30,000	
	DPS Parking Lot Paving	50,000									51,000	101,000	
	SUB-TOTAL	50,000							30,000		51,000	131,000	
Engineering Streets	Macomb Street Bridge Rehabilitation								2,300,000	(20)	200,000	2,500,000	
	E. Elm Resurfacing - Monroe to N. Dixie		148,000						350,000	(5)	35,000	533,000	
	W. Front Resurfacing - Harrison to Monroe		43,000						55,000	(5)		98,000	
	Detroit Reconstruction - Mill to N. Dixie		50,000									50,000	
	Riverside Dr. Resurfacing - Donnalee to Richards				125,000							125,000	
	Riverside Ct. Resurfacing - full length				40,000							40,000	
	Maple Ave. Resurfacing - Elm to Scottwood	240,000			85,000							325,000	
	Almyra Resurfacing - Third to First								95,000	(3)		95,000	
	Reisig Reconstruction - Eighth to Seventh	140,000										140,000	
	Reisig / Roeder Intersections (3)	120,000										120,000	
	N. Roessler Resurfacing - Lorain to concrete	25,000										25,000	
	SUB-TOTAL	525,000	241,000	250,000						2,800,000		235,000	4,051,000
	Infrastructure	Sidewalk Replacement Program	67,500							55,000	(6)		122,500
		Winchester / Second Intersection Bump-outs								50,000	(3)	25,000	75,000
		Downtown Brick Paver Replacement	25,600					20,000		47,400	(18)	88,000	181,000
SUB-TOTAL		93,100					20,000		152,400		113,000	378,500	
MCLS	Dorsch Memorial Library - Door, vestibule and basement								36,500	(3)		36,500	
	Navarre Library Light Fixture Replacement								12,400	(3)		12,400	
	SUB-TOTAL								48,900			48,900	

Proposed FY2011-12
Capital Budget

Department	Project	General Fund	Major Streets	Local Streets	Parking	Airport	Enterprise	Partnership Reserves	Additional / Alt Funding	Prior Funding	Total Cost by Project
WWTP	Primary Pumps Level Control System Upgrade						40,000				40,000
	Sunset and Detroit Beach Pump Station Rehabilitation						120,000				120,000
	Wastewater Plant Secondary Side - Boiler System Rehabilitation						175,000				175,000
	Sanitary Sewer System Replacement / Rehabilitation						550,000			3,821,543	4,371,543
	Wastewater Treatment Plant Air Compressors and Air Dryer						55,000				55,000
	SUB-TOTAL							940,000			3,821,543
Water Distribution Division	Macomb St Water Main - River Crossing						102,000				102,000
	Almyra St Water Main - 3rd to 1st						101,530				101,530
	W. Maple Blvd Water Main - Elm to Scottwood						321,220				321,220
	Reisig St Water Main - S. End to Kentucky Ct						119,280				119,280
	Trenching / Boring Machine Replacement						25,000				25,000
	SUB-TOTAL							669,030			
Filtration	Water Treatment Plant Air System Replacement						70,000				70,000
	Power House: Fire Suppression System						35,000				35,000
	Filters 2 & 4 Concrete Rehabilitation						70,000				70,000
	Eng/Const-Motor Control Centers A-B-C Replacement						55,000				55,000
	Ozone Injection System						120,000			45,000	165,000
	SUB-TOTAL							350,000		45,000	395,000
Water Partnership	PAP: Addition of Raw Water Pump								137,400	482,700	620,100
	SUB-TOTAL								137,400	482,700	620,100
FUND TOTALS	General Fund	\$668,100									
	Major Streets		\$241,000								
	Local Streets			\$250,000							
	Parking				\$0						
	Airport					\$0					
	WWTP Enterprise Fund						\$940,000				
	Water Enterprise Fund						\$1,039,030				
	Partnership Reserves							\$137,400			
	Add / Alt Funding								\$3,256,300		
	Prior Funding									\$5,010,743	
	TOTAL PROJECT COSTS										\$11,542,573
Add / Alt Funding Source Key:	*NOTE: Water Department System Improvements to be financed by bond sale										
	(1) Grants	(12) Federal									
	(2) Technology Fund/Information Systems Fund	(13) Airport Fund									
	(3) CDBG Funds	(14) South County Water									
	(4) Monroe County Self-Help Fund	(15) Transfer from Existing Fund									
	(5) Federal Urban Area Funds	(16) Monroe County									
	(6) Assessments	(17) Installment Purchase Agreement									
	(7) Economic Development Fund	(18) DDA TIF									
	(8) Funded in Prior Year	(19) Building Safety Fund									
	(9) Parking Fund	(20) Millage									
	(10) Refuse Fund	(21) Building Authority									
	(11) State										
	TOTAL										
	Prepared: 1.12.2011										



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Proposed Text Amendment to the Code of the City of Monroe– Ordinance #11-001

DISCUSSION: The intent of the Hawkers, Peddlers and Transient Merchants Chapter of the Code of the City of Monroe is to provide reasonable restrictions and a licensing process for businesses that want to operate in the City without a permanent location. The Hawkers and Peddlers section of the ordinance deals with individuals who operate on the streets, sidewalks, alleys, or other public property in the City, offering for sale or taking orders for sale of goods and merchandise. This would include operations such as door to door sales or street vendors. The Transient Merchants section of the ordinance deals with persons engaged in temporary retail sales from a lot or building. This would include operations like Christmas tree lots or seasonal produce stands. The current ordinance requires that these types of businesses apply for a license at the Clerk/Treasurer's office and provide a detailed plan regarding the how the business intends to operate including location(s), number of employees, hours of operation, the types of goods and merchandise to be sold, and background information about the applicant to ensure there is no criminal history.

The current ordinance also requires a greater level of scrutiny and approval from City Council for these types of businesses to operate in a defined "Restricted Area." The Restricted Area includes most of the Central Business District and areas along the collector streets and highways. The apparent reasoning behind creating this Restricted Area was to limit congestion or prevent potential conflict with these businesses in the more congested downtown or along major streets. However, the review criteria for approving licenses in the Restricted Area are somewhat subjective and do not clearly support the goal of reducing congestion and preventing conflicts. The definition of the Restricted Area is also confusing in that it only lists street segments and does not address how this applies to adjacent properties. Therefore, it was the opinion of Department of Economic and Community Development staff and City legal counsel that the ordinance be amended to remove certain Restricted Area provisions. The remaining provisions of the ordinance will remain and a license issued by the Clerk/Treasurer's office will still be required to operate this type of business.

Subject to approval of the first reading of the proposed text amendments to the ordinance, a public hearing and second reading for adoption will be scheduled for the March 7, 2011 City Council meeting.

IT IS RECOMMENDED that City Council approve the first reading of Ordinance # 11-001, amending Chapter 374. Hawkers, Peddlers and Transient Merchants of the Code of the City of Monroe, removing certain provisions related to the Restricted Area.

CITY MANAGER RECOMMENDATION:

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

ORDINANCE 11-001

1 An Ordinance to amend several sections of Chapter 374, Hawkers, Peddlers and
2 Transient Merchants, of the Code of the City of Monroe.

3 **THE CITY OF MONROE ORDAINS:**

4 SECTION 1 AMENDMENT OF § 374-2, DEFINITIONS.

5 §374-2, Definitions, shall be amended to read as follows:

6 **§ 374-2. Definitions.**

7 As used in this chapter, the following terms shall have the meaning indicated:

8 **HAWKER and PEDDLER** - Any person who goes about to any private residence or residences, or
9 upon the streets, sidewalks or public alleys, or on other public property in the City, carrying, selling,
10 offering for sale or taking orders for the sale of any edible items, goods, wares, merchandise or any kind
11 of property or thing.

12 **PERSON** - Any individual, firm, partnership, corporation, company, association or other business
13 entity.

14 ~~**RESTRICTED AREA** - The following streets: East Elm Avenue, West Elm Avenue, North Monroe~~
15 ~~Street, South Monroe Street, Roessler Street between West Elm Avenue and West Front Street, South~~
16 ~~Macomb Street between East Elm Avenue and East Third Street, Winchester Street between East Elm~~
17 ~~Avenue and East Third Street, Telegraph Road, East Front Street, West Front Street, East First Street,~~
18 ~~West First Street, West Second Street between Smith Street and South Monroe Street, East Second~~
19 ~~Street between South Monroe Street and Scott Street, East Second Street between Eastchester and~~
20 ~~Kentucky Avenue, East Third Street, West Third Street, Washington Street between East Front Street~~
21 ~~and East Third Street, Cass Street between West Front Street and West Third Street, Scott Street~~

22 ~~between East Front Street and East Third Street, North Dixie Highway, North Custer Road, South Custer~~
23 ~~Road and the Detroit Toledo Expressway.~~

24 **TRANSIENT MERCHANT** - Any person engaged temporarily in the retail sale or delivery of edible
25 items, goods, wares, merchandise or any kind of property or thing from any lot, premises, building,
26 room or structure. The term shall not apply to the following:

27 A. A person selling goods, wares or merchandise of any description raised, produced or
28 manufactured by the individual offering the same for sale.

29 B. A person handling vegetables, fruits or other perishable farm products at any established City
30 market.

31 C. A person selling at an art fair or festival or similar event at the invitation of the event's sponsor if
32 all of the following conditions are met:

33 (1) The sponsor is a governmental entity or nonprofit organization.

34 (2) The person provides the sponsor with the person's sales tax license number.

35 (3) The sponsor provides a list of the event's vendors and their sales tax license numbers to
36 the Clerk/Treasurer.

37 D. A person soliciting orders by sample, brochure or sales catalog for future delivery or making
38 sales at residential premises pursuant to an invitation issued by the owner or legal occupant of
39 the premises.

40 SECTION 2 AMENDMENT OF § 374-6, EXEMPT PERSONS.

41 § 374-6, Exempt persons, shall be amended to read as follows:

42 **§ 374-6. Exempt persons.**

43 A. The following persons are exempt from the provisions of § ~~4~~374-4B and D:

- 44 (1) Any person engaged in the retail sale of goods, wares or merchandise at a permanent
45 location in the City and subject to the City's ad valorem real or personal property taxes.
- 46 (2) Any person representing any recognized religious or charitable organization which has a
47 valid license issued by the State of Michigan under the provisions of Act 169 of the
48 Public Acts of 1975.
- 49 (3) Any person representing any established public or private school, provided that sales are
50 under the sponsorship of the school.
- 51 (4) Any honorably discharged member of the armed forces, pursuant to Act 20 of the Public
52 Acts of 1989, being MCLA §§ 35.441 and 35.442.
- 53 (5) Any person exempt from the licensing requirements of this section by virtue of state or
54 federal law.
- 55 B. Any person requesting an exemption under Subsection A hereof shall bear the burden of proving,
56 by a preponderance of the evidence, that he or she falls under the exemption provisions as
57 contained in that subsection.

58 SECTION 3 AMENDMENT OF § 374-11, SALES WITHIN THE RESTRICTED AREA.

59 § 374-11, Sales within the restricted area, shall be amended to read as follows:

60 **§ 374-11. ~~Sales within the restricted area.~~ Indemnity and insurance.**

- 61 ~~A. No person shall engage in the business of a hawker and peddler or a transient merchant within~~
62 ~~the restricted area, as defined in § 374-2C, without the approval of the Mayor and City Council.~~
- 63 ~~B. The Clerk/Treasurer shall not issue a license to engage in the business of a hawker and peddler~~
64 ~~or a transient merchant within the restricted area without the approval of the Mayor and City~~
65 ~~Council.~~

66 ~~C.~~ All properly completed applications for licenses to engage as a hawker and peddler or a transient
67 merchant within the restricted area shall first be reviewed by the Clerk/Treasurer to determine
68 whether, absent the restricted area request, the application would be approved. Upon determining
69 that approval would be granted, absent the restricted area request, the Clerk/Treasurer shall
70 immediately forward the completed application and any related information to the Mayor and
71 City Council for a final determination as to whether or not to approve the restricted area request,
72 based upon these criteria:

73 (1) ~~Whether a similar business is being operated from a permanent location in the restricted~~
74 ~~area.~~

75 (2) ~~Whether another person is licensed to operate the same business in the restricted area~~
76 ~~and, if so, how many.~~

77 (3) ~~The type of business to be operated and the size and location of necessary facilities.~~

78 (4) ~~The period of time the license is requested for and the hours of operation.~~

79 (5) ~~Whether the applicant also possesses any other license that is relevant to this request.~~

80 ~~D.~~ Each license so issued must clearly state that the licensee is authorized to engage in the business
81 of a hawker and peddler or a transient merchant within the restricted area.

82 EA. Each applicant requesting a license to engage in the business of a hawker and peddler or a
83 transient merchant ~~within the restricted area~~ shall be required to first execute a release of liability
84 and hold harmless agreement releasing the City, its agents, officers and assigns from any and all
85 liability for any and all incidents involving the applicant's presence on a street or sidewalk as a
86 licensee under this chapter.

87 FB. Each licensee under this ~~section~~ Chapter must provide proof of liability insurance, issued by an
88 insurer licensed to do business in the state, naming the City as an additional insured in an amount

89 to be determined as sufficient by the proper administrative entity. The applicant must maintain
90 the insurance in full force and effect during the duration of the license, with a copy to be
91 provided to the Clerk/Treasurer. The applicant shall be required to provide 30 days' written
92 notice prior to the lapse of any such policy of insurance.

93 ~~G. The Mayor and City Council may, by resolution, for a period not to exceed five days, lift the~~
94 ~~prohibition made in Subsection A hereof.~~

95 SECTION 4 AMENDMENT OF § 374-13, PROHIBITED ACTION, ACTIVITIES OR CONDUCT.

96 § 374-13, Prohibited action, activities or conduct, shall be amended to read as follows:

97 **§ 374-13. Prohibited action, activities or conduct.**

98 A. No licensee, while acting as a hawker and peddler or a transient merchant, shall engage in the
99 following prohibited actions, activities or conduct:

- 100 (1) Alter, remove or obliterate any entry made upon a license issued pursuant to this chapter,
101 or deface such license in any way, or permit the alteration to be done by another.
- 102 (2) Refuse and/or fail to produce a valid license when requested by any police officer,
103 ordinance enforcement officer or other individual.
- 104 (3) Transfer, with or without consideration, any license previously issued.
- 105 ~~(4) Engage in the business of a hawker and peddler or a transient merchant within the~~
106 ~~restricted area without a separate permit issued therefor.~~
- 107 ~~(5)~~ (4) Remain, while engaged in the business of a hawker and peddler, in any one place in the
108 City for a period of time longer than 10 minutes.
- 109 ~~(6)~~ (5) Remain in a private residence or upon any private property or premises after the owner,
110 occupant or agent has requested, ordered or commanded the hawker and peddler or
111 transient merchant to leave.

- 112 (~~76~~) Use any weighing or measuring device in the conduct of his or her business, or have in
113 his or her possession any weighing or measuring device, unless the device has been
114 examined, approved and sealed by the Inspector of Weights and Measures.
- 115 (~~87~~) Sell or offer for sale any unsound, unripe or unwholesome food, or any defective, faulty,
116 incomplete or deteriorated item or article of merchandise, unless the goods are so
117 represented to prospective customers.
- 118 (~~98~~) Use any noisemaking device, amplifier or the human voice to call attention to his or her
119 wares, goods or items in such a manner as to create a disturbance, as provided for in
120 Chapter 451 of this Code of the City of Monroe.
- 121 (~~109~~) Advertise or hold out that any sale is an insurance, assignee's, executor's, administrator's,
122 mortgagee's, receiver's or closing out sale, or a sale of mortgaged goods, or of goods,
123 wares and merchandise damaged by fire, smoke, water or otherwise, or that the samples
124 which he or she is advertising or exposing for sale are samples of any goods described
125 heretofore, either as to their condition or the method of conducting the sale, unless he or
126 she, at the time of applying for his or her license, makes and files with the
127 Clerk/Treasurer an affidavit showing all the facts in regard to the sale which he or she
128 proposes to conduct, including a true statement of the names of the persons from whom
129 the goods to be sold were obtained, the date of the delivery of the goods to the licensee,
130 the place from which the goods were bought and all the details necessary to fully identify
131 the goods.
- 132 (~~110~~) Commit any act that is prohibited under the existing ordinances of the City.
- 133 (~~121~~) Commit any act that is prohibited under existing state and federal law.

134 B. Upon receipt of a complaint alleging prohibited conduct, as listed in Subsection A hereof, the
135 Clerk/Treasurer, or his or her designee, shall conduct an immediate investigation to determine
136 whether the complaint is valid. If the Clerk/Treasurer, or his or her designee, reasonably
137 determines that the complaint is valid, he or she may take such reasonable action, including
138 revoking the license of the hawker and peddler or transient merchant, as is warranted by the
139 nature of the prohibited action, activity or conduct.

140 C. Any action taken pursuant to Subsection B hereof shall in no way affect, or is intended to affect,
141 the imposition of any penalty described in § 1-27 of this Code of the City of Monroe.

142 SECTION 5. REPEALER.

143 This Ordinance repeals and replaces all former ordinances or parts thereof conflicting or inconsistent
144 with the provisions of this Ordinance.

145 SECTION 6. SAVINGS CLAUSE.

146 All proceedings pending and all rights and liabilities existing, acquired or incurred under § 374-2,
147 § 374-6, § 374-11 and § 374.13 of the Code of the City of Monroe at the time this Ordinance takes effect are
148 saved and may be consummated according to the law in force when they are/were commenced.

149 SECTION 7. SEVERABILITY.

150 If any section, subsection, sentence, clause or phrase of this Ordinance is declared unconstitutional by
151 a court of competent jurisdiction, such decision or holding shall not affect the validity of the remaining
152 portions of this Ordinance.

153 SECTION 8. EFFECTIVE DATE.

154 This Ordinance shall be in full force and effect Twenty (20) days after final passage and publication.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MACOMB STREET BRIDGE REHABILITATION – DESIGN CONTRACT AWARD

DISCUSSION: As a result of Fall 2008 bridge inspections and subsequent condition analysis, City voters in November 2009 approved a Charter Amendment allowing the City to levy up to 0.52 mils per year for up to 20 years for repairs and rehabilitation of the Winchester, Macomb, and Roessler Street bridges. The project, including full rehabilitation of the beam ends and other elements of the Winchester Street Bridge, was completed in November 2010, and the bridge is now open to traffic. The next most critical facility is the Macomb Street Bridge, and while ideally this project would have been underway in 2011, the Engineering Department deliberately delayed the work one year, as it had submitted an earmark request through Congressman Dingell's office in hopes of obtaining supplemental Federal funding for the work through a new Transportation Bill authorization. Even though the most recent bill, SAFETEA-LU, expired in September 2009, there still has not been a replacement bill and there appears little likelihood of passage occurring for a year or more. Due to the accelerating deterioration of the bridge, we cannot wait any longer to begin preparations for its rehabilitation, hopefully as early as Fall 2011 / Winter 2012. The project will consist of complete replacement of the superstructure, including the deck and beams, replacement of the backwalls and necessary portions of the piers and abutments, though no work is expected within the River Raisin channel. Additionally, as it is expected that substantial roadway re-alignment may be required due to a likely change to three lanes with wider sidewalks, we are planning to reconstruct Macomb Street from Elm Avenue to the bridge and the intersection of Macomb and Front as a part of this work as well. Lastly, the existing 12" water main carried by the bridge is scheduled to be replaced as well in conjunction with this project. This bridge was constructed in its current form in 1951, and the bituminous roadway surface was replaced with a new concrete deck surface in the early 1980s. \$2.5 million was allocated in the bond issue, with a base cost of \$2 million assumed and \$500,000 set aside for engineering and contingencies.

While we continue to have confidence in The Mannik and Smith Group, the engineering firm that performed our 2008 and 2010 bridge inspections and performed design and construction administration for the Winchester Street Bridge, given the large project cost involved, the Engineering Department solicited multiple proposals for the design work on the Macomb Street Bridge. The solicitation was distributed on December 23, 2010 to all firms in southeastern Michigan (including the Lansing and Flint areas) that were pre-qualified through the Michigan Department of Transportation (MDOT) in the area of Short and Medium Span bridges, though pre-qualification was required in five (5) additional service areas as well. Proposals were due on January 31, and seven (7) were received. All firms appeared to be reasonably competent to perform the service requested, and the proposals were generally good. The Request for Proposals and subsequent clarifications are attached for your review as well. A selection team was assembled to review the proposals consisting of the Director of Engineering and Public Services, the Director of Water and Wastewater Utilities, and the Director of Community and Economic Development, and the team met on February 11, 2011 to review and discuss the submitted proposals. While the selection was largely a Qualifications-Based Selection (QBS), unlike pure QBS solicitations, pricing was solicited as a part of the proposals, though representing only 15% of the points assigned to each proposal. Though there is a distinct advantage to obtaining the services of as qualified a consultant as possible, it was felt that if such differences between firms was relatively minor but the cost differences were large, this should be considered as well. Costs ranged from a low of \$72,915 to a high of \$225,100, with the remaining five (5) firms ranging from \$97,260 to \$132,757.

Three (3) firms were unanimously rated together at the top by all three (3) reviewers. They are DLZ Michigan, Inc. (\$72,915 cost), The Mannik and Smith Group, Inc. (\$132,757 cost), and Spalding DeDecker Associates, Inc. (\$99,897 cost). They all have a substantial body of work on similar projects, and it was felt that all would be capable of providing the requested service well for the City. Total hours of work assigned to the project by each firm were 770 for DLZ, 1122 for Spalding DeDecker, and 1373 for Mannik and Smith. Ultimately, DLZ was eliminated from consideration primarily due to concerns that they had not allocated enough hours to the project should design revisions or other innovations prove necessary, and lack of any local experience. We will, however, continue to solicit their involvement in future projects, as they appear to be a firm that may be capable of assisting us in a cost-effective fashion on future projects.

(DISCUSSION CONTINUED NEXT PAGE)

(DISCUSSION CONTINUED)

Any deficiencies cited in the remaining two proposals from Mannik and Smith and Spalding DeDecker were very minor, and both assembled highly qualified teams and complete work plans. Key pages from the proposal of each firm have been included with this Fact Sheet, and the full proposals are available for review upon request of the Engineering Department. Since the base construction cost at this point is conceptually estimated at \$2,000,000, both the price quoted from Spalding DeDecker (5% of construction costs) and Mannik and Smith (6.7%) are well within industry standards.

Mannik and Smith plans to partner with Alfred Benesh and Company, a highly qualified bridge design firm, to complete bridge design, but otherwise will self-perform all work. They offered multiple innovative alternatives in the proposal with the potential to minimize construction cost and time. However, time spent on these combined with the utilization of more expensive senior personnel from Alfred Benesh likely represent much of the cost differential between the two firms. Mannik and Smith has performed this type of work for the City previously in 1998-2002 (North Dixie Highway underpass), 1998 (East Elm Avenue bridge over Mason Run Drain), 2008-09 (Michigan Avenue Bridge over Mason Run Drain), and of course in 2010 for the Winchester Street Bridge work.

Spalding DeDecker is planning to perform all work in-house, with the exception of any specialty environmental and geotechnical work that may prove necessary. While their proposal does not address any specific alternate project types, their work plans provides for appropriate opportunities to make conceptual changes if desired. We have not worked with any members of the project team in the past, though they are the parent firm of Dietrich, Bailey, and Associates, who has performed water main design and inspection for the City in the recent past, and has served as the consulting firm for Monroe Township for years. Their list of similar projects includes similar work on the Petersburg Road bridge over the River Raisin in 2007-08. The team consulted with the Bridge Engineer at the Monroe County Road Commission, and he indicated that the project went very well and felt Spalding DeDecker could perform the service for us capably as well.

After thorough analysis and discussion among the review team, it was determined that the slight technical advantage and local experience edge offered by the Mannik and Smith Group was not sufficient to overcome more than a 30% price difference between the firms. While we feel that the City would be well-served by hiring either of these firms, it is the recommendation of the selection team that the design contract be awarded to Spalding DeDecker Associates as a result of this selection process.

IT IS RECOMMENDED that the City award a design contract for the rehabilitation of the Macomb Street bridge to Spalding DeDecker Associates, Inc. in an amount "Not to Exceed" \$99,897, and that the Director of Engineering and Public Services be authorized to execute the agreement on behalf of the City. **IT IS FURTHER RECOMMENDED** that a total of \$115,000 be encumbered for this work, should the Engineering Department determine during the design process that additional work activities or environmental studies are necessary.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: We would like to bid the construction contract in later Summer / early Fall, and the design needs to be completed on or around July 31, 2011.

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, Water Department, traveling public at large

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$2,602,000*
	Cost of This Project Approval	\$115,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

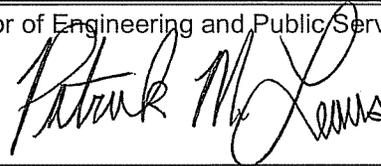
*Includes assumed base construction cost of \$2,000,000, plus Engineering and contingencies (\$500,000) for the bridge structure, and \$102,000 for the water main replacement.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Macomb Street Bridge	401-95.449-818.020 11C03	\$105,800
	Macomb Street Water Main	591-40.538-818.020 12W01	\$9,200
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 02/14/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: February 22, 2011

CITY OF MONROE
REQUEST FOR PROPOSALS FOR DESIGN
MACOMB STREET BRIDGE REHABILITATION

1. Purpose of Work / Project Background:

The City of Monroe, through its required bridge inspections in both 2008 and 2010, has identified substantial deficiencies in the condition of the Macomb Street Bridge over the River Raisin, such that the entire superstructure, including deck and beams, is planned to be replaced. Substantial portions of the north and south abutments, and all of the north and south backwalls, will likely need to be replaced as well. Also, the north and south roadway approaches will likely be reconstructed, including the intersection of Macomb Street and Front Street, and Macomb Street north of the bridge to the south line of East Elm Avenue. The existing 12" water main carried by the bridge will also need to be replaced during construction between Front Street and an existing valve located north of the bridge, and other phone and fiber optic utility lines located under the sidewalk will need to be maintained during construction as well. The existing water main may remain out of service during the construction phase. The City of Monroe is soliciting proposals to perform all project design and preparation of plans and specifications for bidding of the work.

2. Supporting Documentation

The following documents are available for review, either for use in preparing project work plans or following consultant award. These are all available at the City Engineering Department if desired. All items are available in electronic format at no charge prior to or following consultant selection. Parties interested in obtaining printed copies of these items will be charged appropriate copy charges by the Engineering Department. Contact City of Monroe Engineering Department, 120 East First Street, Monroe, MI 48161, (734) 384-9126, Monday through Friday, 8:00 A.M. to 4:30 P.M., or email patrick.lewis@monroemi.gov.

- a. 2008 Inspection Report, prepared by The Mannik and Smith Group
- b. 2010 Inspection Report, prepared by The Mannik and Smith Group
- c. Various "as-built" drawings, including bridge, approach roadway, water main, sanitary sewer, storm sewer, and other relevant infrastructure records for Macomb Street, East Elm Avenue, and East Front Street within the project vicinity. Aerial photographs are available as well.
- d. City of Monroe Engineering Department standard construction contract specifications and labor standards.

3. Scope of Work:

The selected consultant for this project shall, at a minimum, review applicable background materials, including inspection reports, as-built drawings, and other relevant documentation, verify the locations of existing utilities, and prepare design plans (in printed mylar and paper form and electronic form), estimate of probable cost, and any required supplemental specifications needed to form a complete bid package for construction. The project will be bid using the City of Monroe Engineering Department's standard construction contract form, and the Engineering Department will be responsible for assembling contract documentation, copying plan sets, distributing addenda (with technical assistance from consultant in preparation), tabulation of bids, and awarding and processing of contract. Design plans shall be prepared in

AutoCAD format, 2010 release or earlier, and shall be printed to 22" x 34" size, scale 1 inch equals 20 feet, 1 inch equals 10 feet, or 1 inch equals 5 feet as appropriate. Architectural scales shall not be used. Estimate of probable cost shall be prepared in Microsoft Excel, and all supplemental specifications shall be prepared in Microsoft Word. Plan set shall include all plan view, profile view, details, and other sheets customarily associated with bridge design. Design plans for the replacement of the water main should also be included in the plan set, and it is assumed that this will be included in the overall contract rather than bid separately.

Consultant should also assume that the City of Monroe will desire to fully reconstruct South Macomb Street from the south line of its intersection with East Front Street (including the entire intersection for up to 100 feet in all directions from the intersecting centerlines) to the south line of the bridge, and North Macomb Street from the north line of the bridge to the south line of the intersection of East Elm Avenue. Plan and profile, cross section, and sidewalk details will be required as a part of the roadway plan set.

At this point, the City of Monroe assumes that the most cost-effective approach to construction of this project will be the complete closure of the bridge for the duration of construction. However, selected consultant should be prepared to offer alternatives to this approach and associated incremental cost estimates at the conceptual level prior to beginning design if, in their opinion, maintenance of one-directional vehicular traffic and / or pedestrian traffic on one half of the bridge appears to be feasible and reasonably cost-effective.

The existing roadway carried by the bridge is 42 feet wide, with sidewalks on both sides, and it is felt that this width may not be adequate for the existing roadway configuration, nor are the sidewalks wide enough for comfortable use by pedestrians in this high traffic corridor. The City of Monroe will entertain suggestions for a change in this geometry, including the approach roadways on each side and including, but not limited to, reduction in number of lanes, increase in roadway width, increase in sidewalk width, etc. Consultant is expected to provide professional recommendations at the concept level for City review, and proceed with final design based on the selected geometry. Private property acquisition along either roadway approach to accommodate any widening is not anticipated or desired.

Consultant shall prepare all exhibits and forms for regulatory agency permits including, but not necessarily limited to, the Michigan Department of Environmental Quality, the Michigan Department of Natural Resources, and the Monroe County Drain Commissioner's Office. The City of Monroe will sign and submit the permits and pay all associated fees.

A previous project at the Winchester Street Bridge has identified the presence of endangered mollusks in the vicinity within the river channel, and it is expected that these may be present at the Macomb Street Bridge as well. Previous studies are available if needed for permitting purposes, but if any additional study is deemed necessary by any regulatory agencies, fees for this work will be negotiated separately.

The consultant will not generally be expected to participate in numerous public presentations on the proposed design. However, the scope of work will include various review meetings and phone conversations with City of Monroe staff and other stake-holders normally and customarily associated with a project of this magnitude.

The City of Monroe intends to award a separate consultant contract for construction inspection and administration following bid award. These services are not to be included in the fee for this proposal. However, the capability of consultant to perform these services may be considered in

the award for this proposal, as the City may desire to have the same consultant perform design and construction services without performing an additional selection process in the future.

4. Schedule:

It is anticipated that the Engineering Department will present selected proposal for City Council award at or before the February 22, 2011 City Council meeting. Consultant should be prepared to commence work activities as soon as possible following award, and complete all design activities within 150 days of award, or by July 31, 2011, whichever is later. Consultant will also prepare, for City of Monroe review, within 90 days of award, or by May 31, 2011, whichever is later, general stylistic design drawings and geometric layout drawings for both bridge and roadway plans for City review, prior to completion of final design. City of Monroe and other appropriate stake-holder groups will review and comment on proposed designs within 30 days, and provide feedback to consultant prior to commencement of final design plans. Consultant shall provide context-sensitive solution that matches character of adjacent downtown area.

Consultant will be expected to complete submittals necessary for required regulatory agencies as soon as practical, as it is not expected that all agencies will require a full, final plan set for review of their respective permits.

5. Proposal Submission:

The successful consultant must have extensive experience in bridge and roadway design. At a minimum, the selected firm or team of firms must be an MDOT Pre-qualified Vendor in the following categories:

- Short and Medium Span Bridges
- Roads and Streets
- Utility Coordination
- Municipal Utilities
- Structure Surveys
- Road Design Surveys

As noted in Section 4 above, should the City elect to continue with construction services under a separate contract in the future, experience in Bridge Construction Engineering and Road Construction Engineering will be required for that phase, so the ability to perform this work in the future may be considered in the scoring of the design contract.

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, description of staff availability, statement of experience on similar projects, listing of quality control / quality assurance procedures, and any other relevant information. Since this project consists of essentially a complete superstructure replacement that has the potential to alter the downtown aesthetic character, Consultant is expected to demonstrate competence in evaluating different project types that will provide proper historical context, as well as vehicular and pedestrian functionality. In no case shall proposals exceed 25 pages, excluding resumes.

A complete listing of all fees for service shall be provided, including hourly employee rates (including overtime if applicable), mileage charges, and a description of any additional fees. As the City plans to use the professional services agreement form provided by the consultant 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 in the minimum amount of \$1,000,000 per

occurrence and \$2,000,000 aggregate, and evidence of this should be submitted in the proposal. **Proposals shall include an overall "Not to Exceed" fee for the entire Scope of Work (including the water main replacement design) defined in Section 3 of this Request for Proposals, which includes all work.** Since the water main replacement is being funded through a different source, consultant shall also break out expected costs for the water main replacement design as a subset of the overall "Not to Exceed" price.

Questions on this RFQ must be submitted in writing via fax or email by the close of business (4:30 P.M.) on Tuesday, January 18, 2011. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review must notify the City of Monroe in writing or via email of their intention no later than this date, to ensure that all interested vendors will receive all answers to questions raised. Failure to notify the City of this intent will result in rejection of proposal. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Monday, January 24, 2011. Interested consultants should submit at least three (3) copies of their proposal by 3:00 P.M. on Monday, January 31, 2011.

Proposal and all correspondence 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) 384-9126 / (734) 384-9108 (fax)
patrick.lewis@monroemi.gov

6. 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 completion of the contract term.

7. Selection Process:

Selection of the consultant shall be based on the qualifications and past experience of all firms submitting proposals for the work, availability of staff, and costs, where a substantial difference exists. Past experience with City of Monroe design and construction projects will be considered, as well as the understanding of the consultant of the complete service to be provided. The scoring will be as follows (total of 100 points possible):

- Understanding of Service 0-25 points
- Past Experience on similar projects 0-25 points
- Work Plan (includes personnel availability) 0-25 points
- Local Project Experience / Familiarity 0-10 points
- Cost 0-15 points

The selection team will consist of the Director of Engineering and Public Services and other representatives from the City of Monroe and other agencies, as deemed appropriate.

CITY OF MONROE
REQUEST FOR PROPOSALS FOR DESIGN
MACOMB STREET BRIDGE REHABILITATION
CLARIFICATIONS – JANUARY 24, 2011

1. Firms Declaring Intent to Submit:

The following firms have declared their intention to submit a proposal for the above project by the deadline specified in the Request for Proposals:

- Alfred Benesh & Company
- DLZ Michigan, Inc.
- HH Engineering, Ltd.
- Hubbell, Roth & Clark, Inc.
- The Mannik and Smith Group, Inc.
- Northwest Consultants, Inc.
- Spalding DeDecker Associates, Inc.
- TranSystems Corporation of Michigan

This does not bind any specific firm to actually submit, nor does it preclude multiple firms above from teaming together.

2. Additional Questions

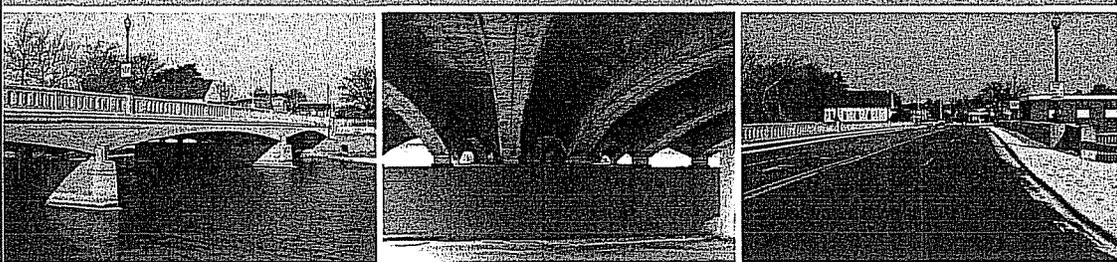
While nearly all questions raised were of a fairly routine nature and unlikely to yield substantial differences in the understanding of service, in the interest of providing a basic answer to each of the general questions, the following informational items are presented in response to commonly-asked questions:

- a. Project Cost – The project is being funded through a 20-year, 0.52 mil bond issue expected to raise \$5.75 for three bridges. The breakdown of these three projects included an estimated cost, including engineering and contingencies, of \$2.5 million for the Macomb Street Bridge.
- b. Traffic Data – The most recent average daily traffic count was taken in 2003, showing 11,300 vehicles crossing the bridge. Based on traffic patterns City-wide, it is expected that this number has declined substantially since 2003, but due to on-going construction on major streets, the City has been unable to obtain reliable counts the last few years. Peak-hour turning movement counts are available, but this information is also dated and is now unreliable. Neither the intersection of Macomb / Front nor Macomb / Elm has experienced recent operational deficiencies. We do not have good pedestrian counts, but based on observations during warmer weather months, 250 to 500 per day is likely.
- c. Traffic signal work – No traffic signal work is anticipated, other than that which might be disrupted by any adjacent work activities.
- d. ADA sidewalk ramps in vicinity of project – No comprehensive ADA ramp work is needed, other than replacement of any flags disturbed during construction. All ramps at Macomb / Elm and the southeast and northeast corners at Macomb / Front have been made compliant under the terms of a Federal Consent decree, and the southwest and

northwest corners at Macomb / Front were exempted until comprehensive brick paver replacement occurs.

- e. Rights-of-way / property lines – In general, existing right of way lines and property lines are known and established, and all known control points will be provided to the successful vendor.
- f. Plan detail scales – While the City of Monroe will require 1" = 20', 1" = 10', or 1" = 5' for plan and profile type views, where necessary for detail sheets, other scales, including architectural scales, may be used.
- g. Format of technical specifications – Technical specifications for the bid documents may either be prepared in narrative form (similar to other standard sections), or may be prepared in typical MDOT Special Provision format. It is expected, but not necessarily required, that the pay items utilized for construction will be standard MDOT items, for minimization of the number of required Special Provisions.
- h. Mussels in River Raisin – The mussel (mollusk) report prepared for the Winchester Street Bridge is available to all vendors prior to proposal submission, and since some firms have been provided this information, it is being emailed to all others with these clarifications.
- i. Bridge Load Rating – The bridge superstructure has been load rated for reduced weight limits that are currently in effect, but the existing abutments and piers have not been analyzed to determine their full capacity to carry additional dead and live load.
- j. Pier details – The existing "as-built" plan set does not include pier details, as this information was apparently lost when transferring the plan set to microfilm and again into readable images. These drawings are not available in hard copy in any known location at the City of Monroe.

City of Monroe Macomb Street Bridge Rehabilitation



Engineering Service Proposal
Due: January 31, 2011
SDA PR11-005

Detroit

1435 Randolph St., Suite 404
Detroit, Michigan 48226
(313) 967-4700
Fax (313) 967-4707

Plymouth

107 South Main St.
Plymouth, Michigan 48170
(734) 455-3111
Fax (734) 455-3127

Rochester Hills

905 South Blvd. East
Rochester Hills, Michigan 48307
(248) 844-5400
Fax (248) 844-5404

Cleveland Field Office

5555 Canal Road
Cleveland, Ohio 44125
(216) 789-0748

Monroe Field Office

25 South Monroe St., Suite 305
Monroe, Michigan 48161
(734) 242-6816
Fax (734) 242-6817

Trenton Field Office

2505 West Jefferson Ave.
Trenton, Michigan 48183
(734) 671-4344
Fax (734) 671-4347



January 28, 2010

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

Re: City of Monroe Macomb Street Bridge Rehabilitation
Job No.: PR11-005

Dear Mr. Lewis:

Spalding DeDecker Associates, Inc. (SDA) is very pleased to offer our professional services for the City of Monroe's Macomb Street Bridge Rehabilitation project pursuant to your Request for Proposal (RFP) received December 23, 2010. We understand the City's need to assure that the rehabilitation of this bridge represents the best and most desirable use of the City's millage funds as possible. We have assembled a strong Team from our professional staff in partnership with TTL Associates and ASTI Environmental for this project, and believe we are exceptionally well qualified for a number of reasons:

- SDA's Project Team is very familiar with bridge design and construction over water and environmentally sensitive areas.
- We are prequalified by MDOT in all the required categories requested in the RFP.
- SDA is intimately familiar with the context of this site and its historic surroundings.
- SDA has extensive experience working with local agencies and local interest groups to prioritize objectives and build consensus around subjective features, such as aesthetics.
- Our designers have experience with and understand the utility coordination and stage construction requirements of the utilities on this structure.
- Our prior track record demonstrates that we reliably stick to schedules and budgets.
- We have extensive experience designing and retrofitting pedestrian facilities in compliance with ADA requirements.
- Our construction engineering staff has experience delivering similar bridge projects and will provide input during the design phase; they will be familiar with and well-prepared to provide construction engineering services, if necessary.

Our Project Manager, Mr. Mark Helinski, PE, was specifically selected to lead our project Team because of his wealth of similar bridge design experience including bridges of historic significance. Mr. Helinski and all other staff presented in this proposal have ample capacity in their workload to undertake this project from start to finish.

Our not-to-exceed Lump Sum fee to complete the bridge design as detailed in the Scope of Services provide by the City of Monroe is **\$99,897.00, which includes \$9,200.00 for the water main design.** This proposal shall remain valid for a period of sixty (60) days from the submittal date.

Engineering Consultants

Infrastructure • Land Development • Surveying



SPALDING DEDECKER ASSOCIATES, INC.

107 South Main Street • Plymouth • Michigan 48170 • Tel 734 455 3111 • Fax 734 455 3127

Page 2
January 28, 2011

SDA appreciates the opportunity to offer our professional services to the City of Monroe. Please do not hesitate to contact me if you need further information regarding this proposal.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.

Cheryl L. Gregory, P.E.
Vice President

Enclosures

Cc: SDA Job File
SDA Chrono

Engineering Consultants

Infrastructure • Land Development • Surveying

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City of Monroe
Macomb Street Bridge Rehabilitation
SDA PR11-005
Due: January 31, 2011

- 1 Understanding of Project
- 2 Work Plan / Key Personnel
- 3 Similar Project Experience / Local Familiarity
- 4 Cost

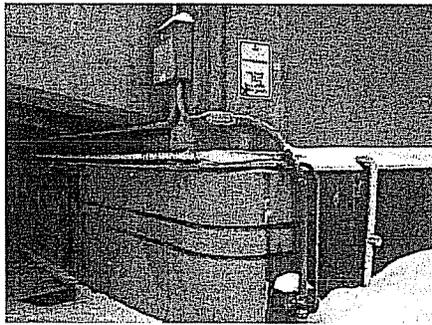
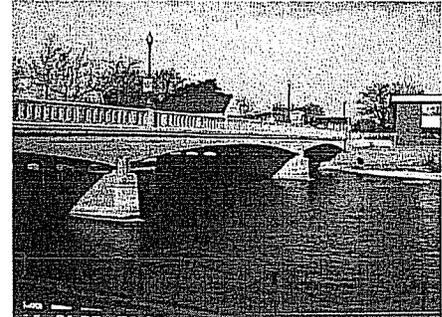
Appendix A Key Personnel Resumes

Appendix B Sample Contract

Appendix C Insurance Certificate

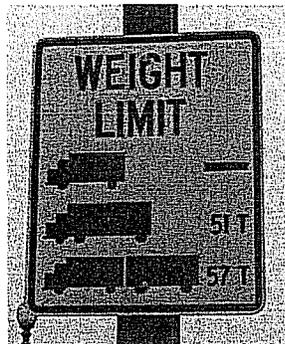
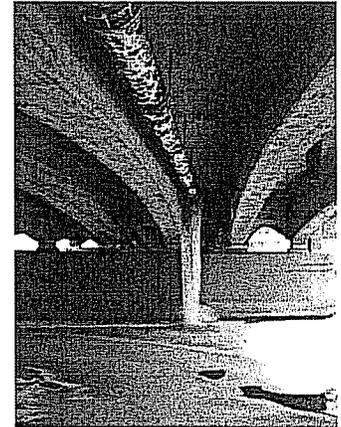
Understanding of Project

The existing Macomb Street structure over the River Raisin was originally built in 1920 with an H20-44 design live load. In 1952, portions of the structure were rehabilitated, replacing the original steel panel barrier system with an open concrete parapet barrier system with mounted street lights. The main load carrying elements are eight, cast-in-place, arched concrete tee beams. The three span structure has a total length of 230 feet with the following span arrangement, 68'-94'-68'. The clear roadway width of the structure is currently 42' and is comprised of four 10.5' lanes, two northbound and two southbound. Each side of the structure has 6' wide sidewalks which make up an overall out-to-out bridge deck width of 56.42'.



The existing structure carries a 12" diameter water main that is suspended from the deck with threaded turnbuckles. The water main runs between the second and third tee beams from the east fascia. An abandoned 6" diameter gas main is also suspended from the bridge deck with threaded turnbuckles. It is located between the third and fourth tee beams from the east fascia. The existing backwall sleeve in the south abutment backwall was re-used for a 4" diameter gas line that drops down and runs along the edge of the south abutment wall and

into the ground in the southwest quadrant of the bridge. An electrical junction box is also located in the southwest quadrant of the bridge. This electrical feed provides power for the bridge-mounted street lights. Eight 4" diameter ducts run under the west sidewalk and contain phone and fiber optic utility lines. There is a 24" diameter sanitary sewer that passes through the south abutment near the west corner out under the river walk. There is a 24"-30" storm sewer that comes through the east side of the north abutment wall and drains into the River Raisin.



It was evident from a site visit and detailed review of prior inspection reports that the majority of the bridge components are in need of rehabilitation/replacement. Signs of bridge deck/tee beam flange delamination was evident above and below the structure. The downfall to this style of structure is that a portion of the bridge deck is also monolithically part of the tee beam flange. As the bridge deck/beam flange slowly disintegrates with age, the load carrying capacity of the tee beam's structural shape diminishes with it. The slow deterioration of the structure has resulted in weight limit restrictions on the bridge. A One-Unit Truck can still weigh the design maximum of 42 tons, a Two-Unit Truck can only weigh 51 tons out of the maximum 77 tons, and a Three-Unit Truck can only weigh 57 tons out of the maximum 77 tons.

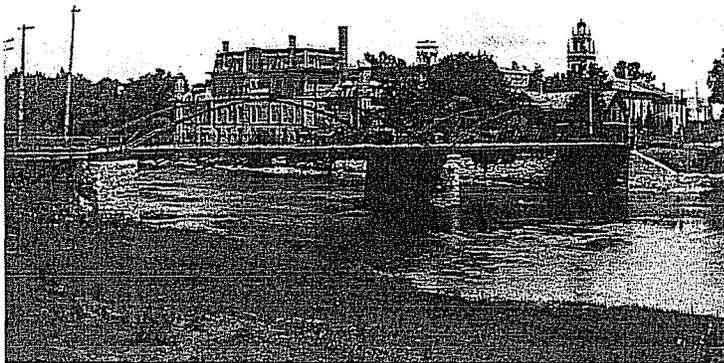
Understanding of Project

There are various alternatives for the proposed cross-sectional geometrics of a new bridge superstructure, however, each alternative is limited by the close proximity of existing buildings in three of the four bridge quadrants. Rights-of-way acquisitions are not a viable option for a wider superstructure.

One option would be to reduce the four-lane cross-section on the bridge down to three lanes. This would facilitate wider sidewalks, 8', instead of the existing 6', while providing wider lanes in each direction with a dedicated left turn lane. Designated lane assignments at adjacent intersections for through, right, and left turn movements would not be reduced. We will perform a traffic capacity and level of service analysis for this option to verify that this lane configuration is operationally acceptable. Each lane would be 11.33' wide instead of the existing 10.5' width, and a 2' shy buffer between the sidewalk toe and outside lane edge would be added. MDOT's Bridge Design Guide (BDG) 6.05.02 calls for a 2' shy distance between the lane edge and toe of sidewalk. This alternative would have the same 54' clear measurement from barrier face to barrier face.

Another option would be to eliminate one lane in each direction and create one wide 15' lane in each direction, with a 2' shy distance to the toe of sidewalk along with 10' clear sidewalks on each side. This alternative would have the same 54' clear measurement from barrier face to barrier face. Similar traffic capacity and level of service analyses would be required as with the first option.

Another option would be to align the proposed barrier in line with the existing offset concrete end blocks to gain approximately 2' of bridge width on each side of the proposed superstructure. The 2' gain would provide the missing 2' shy distance between the outside lane edge and toe of sidewalk. Four 10.5' lanes would remain on the bridge as well as 6' clear sidewalks.



1895 Macomb Street Bridge

Regardless of the superstructure alternative chosen for construction, the Spalding DeDecker Associates, Inc. (SDA) team will be extremely sensitive to the historical nature of the existing structure and corridor and prepare replacement schemes to match or enhance the original appearance in context.

The Macomb Street Bridge is in a unique historical setting and context sensitive design elements will be incorporated to assure that this project continues to enhance the character of Downtown Monroe. With the adjacent East Elm-North Macomb Street Historic District and surrounding Greek Revival, Federal, Second Empire, and

Victorian architecture, this project must preserve the bridge's visual quality and surrounding historic heritage. Although it is not officially required, the City may wish to obtain clearance from the State Historic Preservation



SPALDING DEDECKER ASSOCIATES, INC.

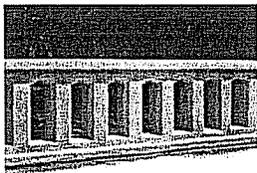
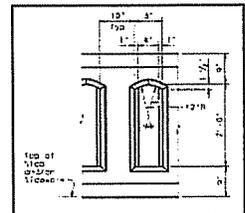
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(800) 598-1600

City of Monroe
Macomb Street Bridge Rehabilitation
PR11-005

Understanding of Project

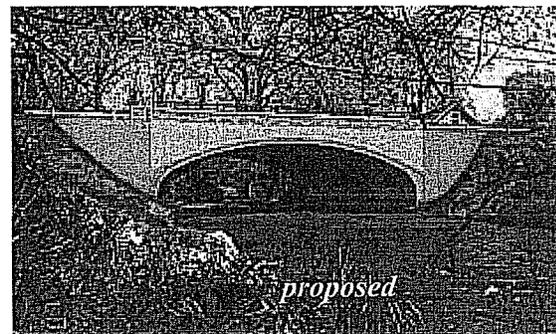
Office (SHPO) as a courtesy to local interest groups. If so, our team is very familiar with the SHPO review and we will prepare the required application for SHPO review.

We will evaluate the existing on-bridge street lights to see if they can be removed, salvaged, cleaned, and placed back on the new superstructure. The restoration and re-use of the existing lights may save costs while at the same time avoid fabrication and delivery lag time during construction. The graceful arched profile of the existing bridge spans can be replicated by installing pre-cast, lightweight concrete panels outside of the new bridge beams. The concrete bridge railing can be replaced utilizing commercially available forms modeled after the Texas Classic Type C411 standard



details. The C411 barrier is a crash tested barrier system that has been approved for use by the Federal Highway Administration (FHWA). The SDA team will derive a Context Sensitive Solutions (CSS) concept for the superstructure replacement and coordinate those efforts with the Monroe Historic District Commission via Jeffrey Green, AICP at Monroe City Hall.

As part of the early bridge study, we will provide conceptual images of potential bridge barrier treatments, lighting, fascia shape, finishes and color, guardrail, and other roadway elements for the consideration. It is understood that the City and other stakeholders, such as the Downtown Development Authority and the Historical Society, will want to review and have input in the final aesthetics incorporated into the project. We will prepare a final photo-match image of the preferred alternative for the City's use for public presentation.



SDA prepared photo-match images for Tienken Road Bridge, adjacent to Rochester Hills Historic District, to illustrate the proposed bridge to stakeholders prior to construction

The selection of the appropriate beams for the new superstructure will pose the following two challenges to the SDA team:

- Overall beam profile height selection that will not require a profile grade raise over the proposed superstructure or lower the bottom of beam elevations.



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City of Monroe
Macomb Street Bridge Rehabilitation
PR11-005

Understanding of Project

- Determining the structural capacity of the existing piers with the new resultant beam end reactions for live load and dead load.

The Scope of Work in the RFP does not mention conducting a hydraulic survey or a River Raisin hydraulic analysis. In order to avoid a hydraulic analysis, the proposed vertical grade on Macomb Street over the bridge cannot be raised and the bottom profile of the arched concrete tee beams cannot be lowered resulting in a restriction of the hydraulic opening under the existing bridge. With this in mind, the profile height of the new bridge beams cannot be taller than 2'-4". This eliminates the use of pre-stressed concrete I-beams or box beams for the 94' long center span. However, the selection of a stocky, closely spaced steel plate girder with an overall profile height of 2'-4" may be a possibility. If the City is agreeable to conducting a hydraulic survey and analysis, SDA will explore other potential bridge profile alternatives.

Determining the adequacy of the existing piers due to the lack of existing as-built plans will require significant non-destructive investigation. The piers can be modeled with the new HL-93 Mod live load reactions and new superstructure dead load reactions, but without knowledge of the internal existing reinforcement bar size and spacing, accurate comparisons for capacity cannot be made. Ideally, the elimination of the existing piers as part of the project and replacing two piers with one new central pier would eliminate the concerns of existing pier adequacy.

The existing 12" water main will be replaced as part of the superstructure replacement project. The new water main will be suspended via hangers mounted to the underside of the new bridge deck. The series of 8 - 4" diameter phone and fiber optic conduits under the west sidewalk must remain in service for the duration of the project. Therefore, we will design a temporary support system to maintain utility duct conveyance across the River Raisin and detail out a staged demolition/construction plan. Conduits for on-bridge street lights will be placed in the base of the proposed bridge barrier system. Coordination with all utility owners will begin early in the study phase of the project.

Development of the maintaining traffic concepts requires a thorough understanding of both the road and bridge work proposed for the overall project and must consider the impacts to local businesses, residents, and first responders. While it would appear that the most cost-effective approach to construct the project will be complete closure of the bridge, we will also evaluate part-width options and compare costs, construction duration, and safety factors for each option. We will also take into account pedestrian traffic patterns and destinations when creating the overall Work Zone Traffic Control Plan.

The SDA Team looks forward to exploring the design options with the City and fully engineering a safe, economical, and visually pleasing new bridge and roadway for the City and its surrounding community.



Work Plan



TECHNICAL SERVICES

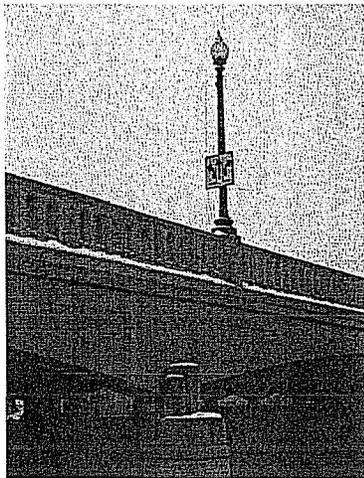
The SDA Team, consisting of SDA, TTL Associates, Inc. (TTL) and ASTI Environmental (ASTI) (if necessary), will provide the following services for the City of Monroe as part of this bridge superstructure replacement project.

Kick-Off Meeting

Prior to beginning any contract work, Key Personnel will meet with Mr. Lewis to discuss and verify the design scope of work. Some items for discussion include but are not limited too: contractual status, workflow/work plan review, staffing arrangements, budgetary invoicing procedures, and schedule overall team coordination.

Topographical Survey

SDA will perform a complete structure survey to be used for the design of the bridge, the approaches, and any utility replacements needed. Survey crews will use marked survey vehicles with rotating beacons for safety and identification, and crews will be wearing SDA logo wear, safety vests, and visible photo-identification badges. Our personnel are trained to follow established safety procedures and to conduct themselves professionally during public interaction that may arise during the survey.



Survey limits will include the full right-of-way, extending up to 10 feet outside of the right-of-way on both sides. At the bridge itself, limits will be extended perpendicular to the bridge up to at least 30 feet outside of the bridge face both east and west of the structure. Limits will include the entire intersection of South Macomb Street with East Front Street to the south. Limits to the north will extend up to the south side of East Elm Street.

Elevations will be in reference to a published datum, and new site benchmarks will be established near the structure, with additional benchmarks set outside of the anticipated construction limits. The datum will be in relation to benchmarks set by FEMA, the City of Monroe, or NGS, and will be either NGVD'29 or NAVD'88, depending on the source. We know from prior experience in the area that a FEMA-published benchmark previously existed on or close to the bridge, but has been removed by recent sidewalk reconstruction. However, several benchmarks are available within close proximity to the work area. We can establish the coordinate system in relation to the state plane coordinate system for Michigan South Zone or use a local, ground-based system depending on the preference of the City.

Mapping details will include visible relevant features, including the outline of the bridge structure at road level showing the location of the bridge deck, back wall at road level, sidewalks, concrete railing, and concrete light pole bases on the bridge deck. Mapping underneath the bridge will include the walkways, ramps, and railings either beneath the bridge or immediately adjacent to the bridge. Underground utilities will be shown within the mapping limits, including locating the water main suspended from the structure and any electric or other conduit on the structure itself. Utilities will be shown based upon a combination of record information and actual field-measurements, including obtaining structure rim and pipe invert elevations. The end sections



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immediately adjacent to the bridge will also be located. The right-of-way will be shown based upon the field-measured location of boundary evidence and record information, including any subdivision plats, tax maps and records, and prior plans.

For the structure itself, we will accurately locate both abutments and each of the tow piers, and will compute the bridge centerline and reference line based upon the field-measured location of these features and establish a project alignment. The outline of the piers will be obtained using a Leica TCRP-1203 robotic total station, using reflectorless measurements to trace the outline of the piers. Elevations will be obtained for the top of abutment or bridge seat, as well as the top of each of the two piers.

Type Size and Location (T, S & L) Study

SDA will develop alternative concepts for the superstructure replacement design of the Macomb Street Bridge over the River Raisin. The feasibility concepts will be utilized to help determine the optimum design in terms of geometric lane layout, pedestrian access, maintenance of traffic, initial costs, future maintenance costs, historical appearance context, hydraulic conveyance, and environmental issues. All alternatives considered will have full estimates of cost developed. The cost estimates will be used to help in the determination of the best alternative.

SDA will submit a T, S & L study of the selected alternative to the City of Monroe for their review and approval. The T, S & L will be compiled according to sections 3.01 and 3.01.01 of the MDOT Bridge Design Manual (Volume 5). The study plan will show the basic design concept and the topography in the immediate structure area. The study plan will be prepared on a General Plan of Site Sheet. All existing utilities will be identified on the site sheet with those subject for relocation/replacement highlighted for clarity. Any proposed future use conduits would be coordinated and detailed accordingly for utility conveyance across the proposed structure.

The study phase of the project will include all survey work required for the superstructure replacement along with bridge approach topography from south of the bridge through the Macomb Street/Front Street intersection, and north up to the south edge of Elm Avenue. All environmental aspects of the project will be coordinated at this stage (if necessary) along with draft maintenance of traffic provisions including potential detour routes or part-width construction stages.

The following list of items will appear on the Study General Plan of Site (T, S & L):

- The survey centerline showing horizontal alignment and stationing; the construction centerline, if different than the survey centerline
- Topographical features and contour lines
- Existing and proposed profiles along the construction centerlines of the roadways
- Benchmarks and witnesses
- Utilities, existing and proposed
- Traffic count diagram
- Title block filled out
- North arrow



Work Plan



- A plan view of the structure and proposed approaches
- Elevation view of the structure, showing clearances and flood event elevations
- Typical approach cross-section
- Deck cross-section according to Bridge Design Guides 6.05 series
- All applicable site sheet notes including design loading
- Designation in the title block of Study A, B, or C, etc. and the proposed letting date

This phase of the project will be completed no later than May 31, 2011 or 90 days after notice to proceed.

Upon review and approval of the T, S & L plans, all necessary construction permit applications will be submitted, and geotechnical borings/rock cores will be taken in the areas of new/reconstructed foundations. SHPO clearance letters will be sought, assuming no historic significance as noted in prior inspection reports. A hydraulic survey and a hydraulic analysis would be performed (if necessary/negotiated separately). An additional endangered species study would be performed (if necessary/negotiated separately).

Hydraulic Survey (If Necessary/Negotiated Separately)

SDA will also perform a hydraulic survey. The bottom of bridge beam elevations and opening dimensions of the existing bridge will be measured. The survey will include six full river cross-sections, which will be the basis for the hydraulic analysis. Two cross-sections will be taken at the existing structure, two downstream of the structure, and two upstream of the structure, all approximately one structure length apart and normal to the river centerline, to an elevation greater than the 100-year flood elevation (if possible).

Hydraulic Analysis (If Necessary/Negotiated Separately)

A hydraulic analysis may be required by the Michigan Department of Natural Resources and Environment (MDNRE) for this structure since the entire superstructure is being replaced, and low beam elevations may change between the existing and proposed superstructures. SDA will complete a backwater analysis from the runoff flows provided from MDNRE using HEC-RAS software and will complete a scour analysis. If scour countermeasures are required, SDA will develop the plans and estimate to be incorporated into the project documents.

Subsurface Investigation

TTL Associates, Inc. (TTL) will conduct a geotechnical subsurface investigation to evaluate the properties of the underlying soils and rock with respect to design and construction of spread foundations for the new or modified abutments at the referenced location.

The proposed subsurface investigation scope of work has been divided into the following three tasks:

Task 1 - Mobilization, Drilling, and Sampling

Based on the provided information, a total of two test borings are requested for this investigation. One boring will be performed at each abutment location and extended to auger refusal on bedrock. For estimating purposes, we have assumed that auger refusal will be encountered at depths of 20 feet or less below Macomb



Work Plan



Street roadway grade. Upon encountering auger refusal in each boring, a 5-foot rock core run will be performed.

Traffic maintenance will be provided by TTL and consist of signs, cones, and an arrow board during the drilling operations. Since the Macomb Street Bridge contains four lanes over River Raisin, flaggers are not expected to be required. While TTL will obtain any necessary City of Monroe permits to perform soil borings within the right-of-way of the roadway, we have assumed that they will be provided free of charge.

Task 2 - Laboratory Testing

Foundation recommendations will be evaluated using the soil and rock properties and characteristics determined from ASTM and MDOT standards.

All samples will be visually classified and tested for moisture content. Unconfined compressive strength tests will be performed on one intact cohesive split-spoon sample from each boring, and all Shelby tube samples. Unconfined compressive strength estimates will be obtained for the remaining intact cohesive samples using a calibrated hand penetrometer. An unconfined compressive strength test will also be performed on an intact specimen from each rock core. Additionally, an Atterberg limits test and a particle size analysis will be performed on a representative soil sample to evaluate soil classification and index properties.

Task 3 - Engineering Analysis, Recommendations, and Report Preparation

The geotechnical engineer will take the information from the driller's field logs and prepare engineering logs describing each stratum encountered. Foundation design and construction recommendations will be prepared under the direction of a licensed professional engineer. The recommendations will address soil conditions, as well as bearing capacity and settlement for shallow foundations. Additional recommendations will be provided regarding earthwork, excavation requirements, and soil characteristics related to design and construction.

The final report will contain the field investigation and laboratory test data, state our findings and observations, and include a site plan and log identifying each test boring. The final report will also include the recommendations for spread foundations prepared under the direction of a licensed professional engineer.

The existing pier footings should have an underwater inspection performed if they have not been inspected within the last five years. Any significant horizontal or vertical cracks should be recorded and repaired prior to re-use in the superstructure replacement project. The standard inspection scour probes will not reveal potential defects to the pier foundation system.

Roadway and Approach Design

SDA will design the approach pavements with lane widths coordinated to match the proposed on-bridge lane geometry. Sidewalk widths will also be selected depending on the overall on-bridge cross-section dimensions. Curb and gutter selection will conform to City standards. Approach plans will include at a minimum: typicals, removals, construction details, detailed grades, ADA ramps, signing and pavement markings.



Work Plan



Maintenance of Traffic (MOT)

- The following components will be considered when developing the maintaining traffic concepts such as:
- Temporary signal modification
- Lane widths, edge drop offs, road/bridge elevation differences, geometric changes, and soil issues that may complicate part-width construction
- Traffic volumes, directional issues and user cost delays
- Pedestrian activity and destinations
- Feasibility/acceptability of the proposed detour routes
- Public transit routes
- Incremental construction costs associated with MOT concept
- Contractor access to the work site, Contractor productivity, and Contractor safety will be considered and addressed.
- Emergency access to the work site will be considered.

MOT plans will be prepared for either full closure or part-width construction. For detour routes, the plans will include the locations of all detour signing and special sign detail sheets showing the layouts and dimensions of all signs unique to the project.

We will prepare a Special Provision for Maintaining Traffic to include general traffic restrictions, detail the construction influence area, list any time limitations on lane closures, provide descriptions of the proposed traffic control devices, and give relevant information regarding signals, permanent signing, and permanent pavement markings.

Permit Applications

a. Threatened and Endangered Species Determination (If Necessary/Negotiated Separately)

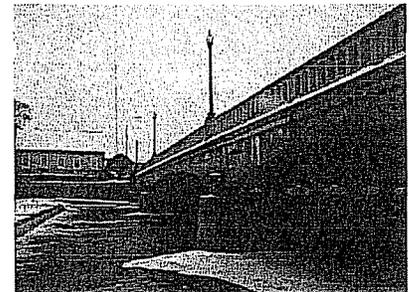
ASTI Environmental will prepare the written request for a site review of the project area to identify any Federal threatened and endangered species by the United States Department of the Interior (USDI) Fish and Wildlife Service. We will also submit this request to the MDNRE Wildlife Division for any State threatened or endangered wildlife that could be impacted by the project.

b. Historic Site Determination

We will prepare the written request for Historic Site Determination (Clearance) and submit it to the State Historic Preservation Office (SHPO).

Utilities

SDA will develop all plans, specifications and estimates for the replacement of the 12" diameter water main from the Macomb Street/Front Street intersection up to the existing valve to the north of the existing structure. All details for proposed bridge conveyance will be coordinated and detailed in the bridge superstructure plans. Phone and fiber optic utility construction staging plans will be derived so there is no disruption to service. Bridge superstructure street light conduits will be detailed along



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with any future use conduits for proposed bridge conveyance. Abutment wall reconstruction/rehabilitation concepts will be coordinated and staged for existing gas lines and sanitary/storm sewers.

Final Bridge Design

SDA will prepare all necessary documents to advertise and bid the project. All necessary changes to plans, specifications, and estimates stemming from the T, S & L review will be addressed prior to commencing the final design phase. Final plans will be derived according to Section 3.03.01 of the MDOT Bridge Design Manual. All final plan documents will be submitted for the City's review prior to finalization.

Final plan quantities will be compiled according to Section 3.03.03 of the MDOT Bridge Design Manual. Final quantities will be set up using Microsoft Excel, and all specifications will be prepared in Microsoft Word. All design plans will be produced in AutoCAD, 2010 release or earlier. All bridge approach roadway plans and water main replacement plans will be bundled with the submittal as well. SDA will submit the final plan mylars and paper prints, cost estimate, and specifications to the City of Monroe. All project files will be delivered in hard copy format and electronically. SDA will attend the pre-construction meeting (if scheduled) after the project has been successfully bid.

This phase of the project will be completed no later than July 31, 2011 or 150 days after notice to proceed, whichever is later.

Special Provisions

Project special provisions will be drafted and submitted for review. All specifications will be prepared in Microsoft Word.

Engineer's Opinion of Probable Construction Cost

An estimate will be developed for each submittal for review. This estimate will be submitted in hard copy format and electronically for review. All construction cost estimates will be prepared in Microsoft Excel.

Shop Drawing Review

SDA will also check and approve appropriate shop drawings in a timely manner if desired under the construction inspection and administration agreement. SDA will check the shop drawings according to Chapter 10 of the MDOT Bridge Design Manual. The following is a list of shop drawings that may need review and approval:

- Prestressed concrete beams or steel plate girder fabrication plans
- Bearings
- Metal stay-in-place forms

SDA will produce and distribute via e-mail a shop drawing log every other week while in the shop drawing review portion of the construction inspection phase of the project. The shop drawing log will detail the shop drawing description, the sender, date received, date checked, checked by, approved or rejected status, and any pertinent comments.



Work Plan



Construction Inspection and Administration Services (Negotiated Separately)

SDA has the expertise to provide construction inspection and administration services after the project is successfully bid and awarded to a contractor.

PROJECT MANAGEMENT PLAN

The design of this project will be conducted in three phases:

1. *Type, Size and Location (T, S & L) Phase*

Upon receiving the notice to proceed, SDA will conduct a kick-off meeting with City of Monroe officials to discuss all issues regarding this project. Survey and utility information will be gathered and completed. Soil boring data will be collected as soon as proposed foundation locations are finalized. SDA will gather information from local interest groups including: Monroe Historic District Commission and local associations. Then SDA will review a variety of structural alternatives and determine an efficient structure replacement alternate to recommend to the City of Monroe. The study will be presented in a report for city review, comment and approval. If public information meetings are deemed necessary, SDA will attend them and collect comments as appropriate.

2. *Final Plan Phase*

In this phase, SDA will incorporate all T,S & L comments in the plans and specifications and will complete the construction design plans. The final plans will be submitted to the City of Monroe for a final review. SDA will incorporate all final comments in the plans, specifications, and estimate and submit electronic copies of the plans in Adobe Acrobat format along with special provisions and final Engineer's opinion of cost estimate in MERL format.

3. *Bidding/Construction Phase*

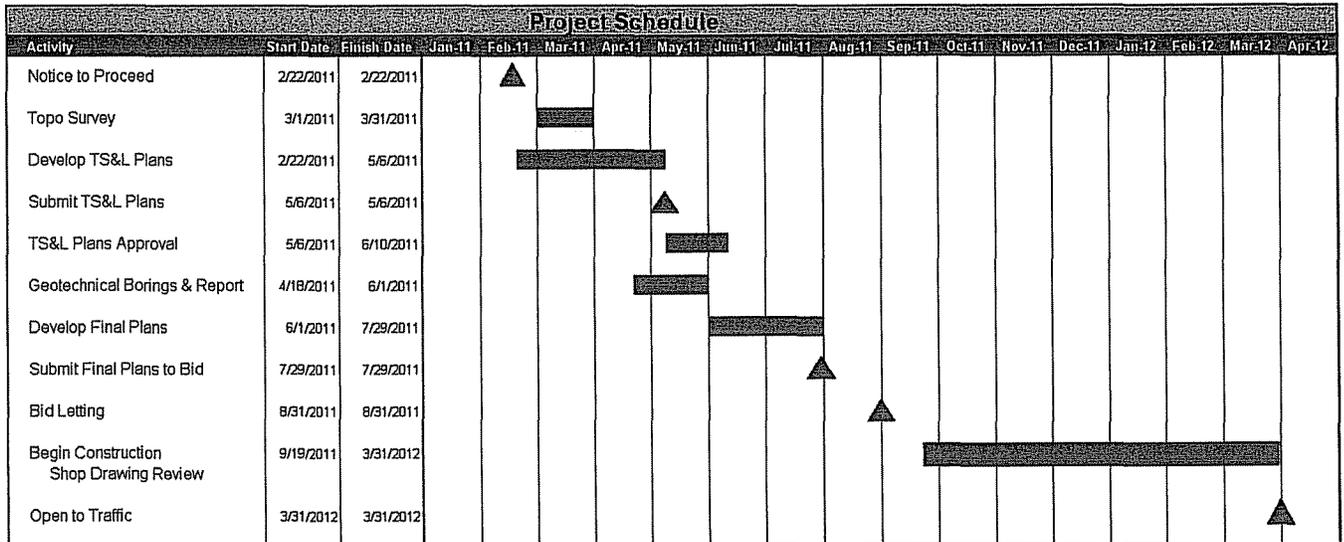
SDA will attend the Pre-Bid meeting if one is deemed necessary and attend the Pre-Construction meeting after the Bid Letting. SDA will review the shop drawings during the Construction Phase and return each shop drawing within 14 calendar days of submittal. Design changes during the Construction Phase are not included in this scope of work but will be completed on an hourly fee basis, as approved by the City of Monroe.

Although construction engineering and construction staking are not included in this proposal, SDA would be happy to provide the City of Monroe a proposal for these services, upon request.



Work Plan

Project Schedule



QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

SDA implements a comprehensive **ISO 9001 Certified SDA Quality Management System** to assure that intermediate review steps result in a final product that meets or exceeds the City of Monroe's expectations. Each Team member is trained in the System to understand their role and responsibility in building in the quality that the City demands. The system is based on the following principles:

- Correctness, Thoroughness, and Uniformity of Bid Documents
- Maintenance of Schedules and Deadlines
- Document Control and Process
- Cost Control

Quality Control and Assurance is delivered in three steps:

Daily Production Cross-Checks are performed by another team member familiar with the task performed, and with similar or greater experience than the individual completing the task. These production-level quality control checks are documented on the work in progress, by initialing and dating the reviewed document.

Formal Detailed Reviews are performed by the senior employee managing a task prior to incorporating into an overall deliverable to the City. This individual has greater experience than the Team member generating the work and typically follows a checklist to verify correctness, adequacy of detailing, clarity of notes, the need for a unique special provision, and accurate format presentation. This review is thoroughly documented, and any corrective measures are verified before incorporating the work product into a submittal package.

Independent Quality Assurance Reviews bring a "fresh set of eyes" to the documents and an unbiased perspective. They are performed by a senior engineer who is not part of the project Team, but has significant



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experience and background in similar work. For this project, we will include both independent technical reviewers and a reviewer of the overall construction bid document package. The overall reviewer will be Mr. Paul Wade, PE, who will provide an overall review of the plans, specifications, and engineers' estimate and will confirm that quality control procedures were followed. Mr. Wade will be responsible for certifying that submittals to the City have been thoroughly reviewed and are in compliance with MDOT and FHWA standards and practices.

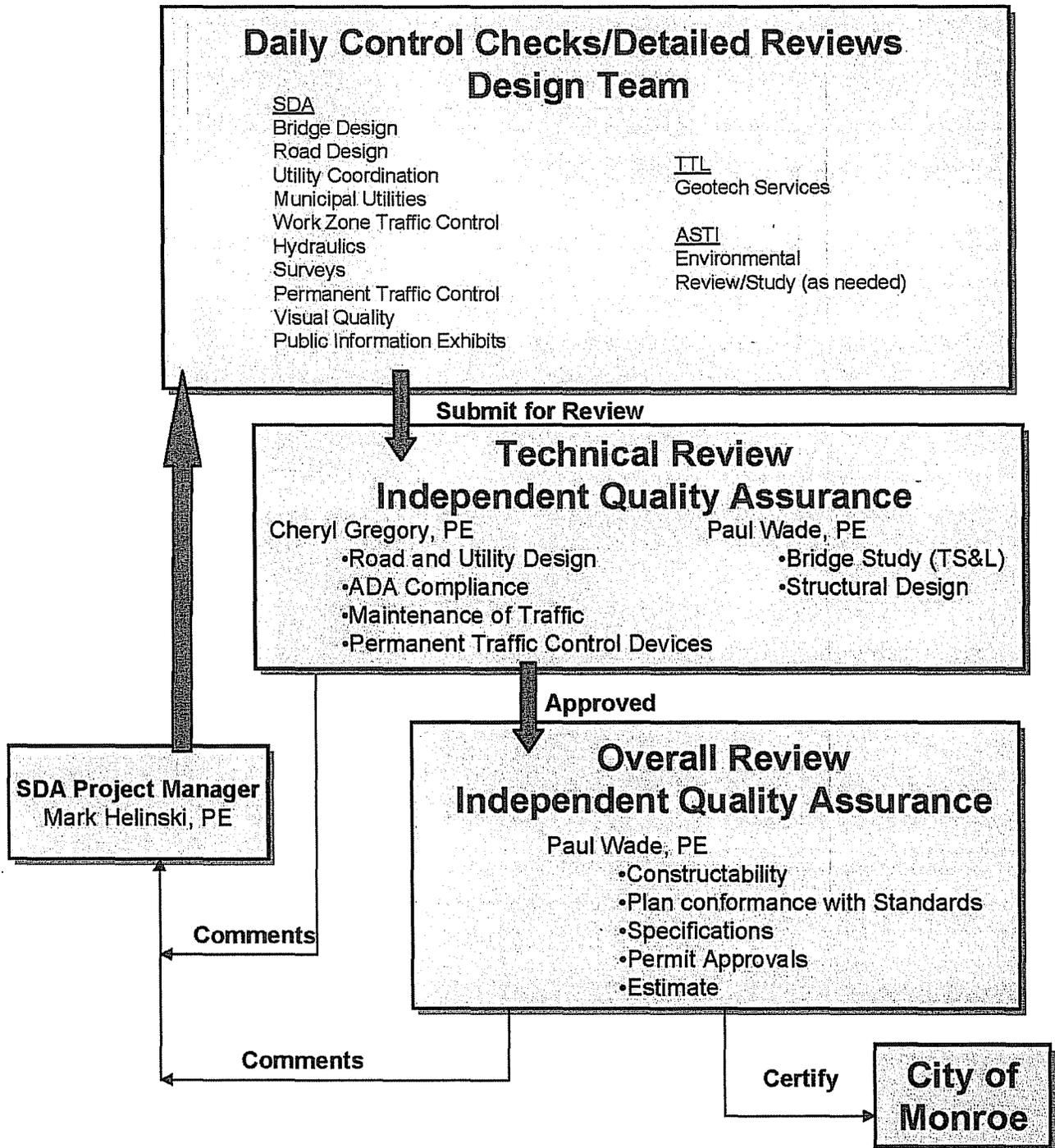
Schedules, Deadlines, and Cost Control

Our Project Manager, Mr. Mark Helinski, PE, will use an internal Gantt chart to track work task progress on ALL prime and subconsultant tasks, making periodic adjustments in resources to assure that the City's milestone dates are met. By reviewing staff workloads, project schedules, and deadlines each week, Mr. Helinski can make any needed adjustments to ensure that the Macomb Street project receives the appropriate staffing, expertise, and production to meet the City's expectations. Mr. Helinski will provide the City with a monthly progress report to formally document the project progress and identify any anticipated changes to schedule or cost.

To manage the design budget, Mr. Helinski will use SDA's internal project accounting system (Deltek Vision) weekly to track the resources being used toward the progress of the project. Regularly scheduled progress meetings will be conducted internally to review status of design issues, subconsultant budgets and deliverables, and any items which may impact the overall design or construction budget. Mr. Lewis will be notified immediately if significant changes to design or construction costs are anticipated.



Work Plan



Organization Chart

City of Monroe
Patrick M. Lewis, PE
Director of Engineering and Public Services

SDA – Spalding DeDecker Associates, Inc.
 TTL – TTL Associates, Inc.
 ASTI – ASTI Environmental
 Key Personnel are listed in bold font.

Project Manager
Mark Helinski, PE

QA/QC
Paul Wade, PE
Cheryl Gregory, PE

Bridge

Alex Shteynvil, PE
Lead Engineer

Scott Wanagat, PE
Project Engineer

Monica Tonucci
CAD Designer

Road

David Eno, PE
Lead Engineer

Eric Kipp, PE
Project Engineer

Stephanie Harbour, PE,
LEED AP
Utility Engineer

Survey

Mike DeDecker, PS
Lead Surveyor

Craig Bagby, CST III
Sr. Project Surveyor

Fred Frentner
Crew Chief

(8 survey crews available)

Specialty Services

Jeff Elliott, PE (TTL)
Lead Geotechnical Engineer

Christopher Iott, PE (TTL)
Engineer

Dianne Martin (ASTI)
Environmental

Construction Engineering

Ray Gallihugh
 Jerry Kramarz
 Kevin Ash
Construction Technicians

Key Personnel

The City of Monroe seeks a consultant to provide the appropriate level of expertise to effectively develop superstructure, bridge approach, and water main replacement plans, provisions, and estimates. The Spalding DeDecker Associates, Inc. (SDA) team provides the City of Monroe with that expertise and has assigned **Mark Helinski, PE** to manage this project. Mark's 20-year career has focused entirely on planning and designing bridge replacement/rehabilitation plans. Lead Bridge Engineer, **Alex Shteynvil, PE**, brings over 32 years of structural design experience to the project. Alex's diverse structural design background will facilitate any unique design situations that may arise. **David Eno, PE** will lead the way on bridge approach plans, pavement markings, maintenance of traffic plans and provisions and any other approach roadway coordination. **Stephanie Harbour, PE, LEED AP** will lead the utility replacement and coordination efforts for the project. All of the efforts of the SDA team will be monitored closely by **Paul Wade, PE** and **Cheryl Gregory, PE**, utilizing SDA's extensive QA/QC process.

SDA has formed a team with a clear plan for delivery and seamless communication lines. After project award, SDA's survey staff, led by **Mike DeDecker, PS**, will conduct the bridge approach and structure survey tasks. From our field knowledge and through additional data collection, SDA will develop structure studies for all viable alternatives.

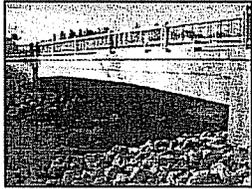
TTL Associates, Inc. will provide all Geotechnical Engineering services for the project. **Jeff Elliott, PE** will manage all of the geotechnical efforts for the project. Geotechnical borings/rock cores will be drilled for the proposed bridge foundations after a study alternative has been approved.

ASTI Environmental will be a resource to the SDA team if additional study is needed with the endangered mollusks known to be in the vicinity of the Macomb Street Bridge. Dianne Martin will lead the study if necessary, with fees negotiated at that time. There may also be a federally endangered species in this corridor of the River Raisin, as the northern riffleshell mussel has also been found in this region. If necessary, a federal permit will be sought in order to investigate this species.

SDA is fully capable to perform construction inspection and administration for the Macomb Street Bridge superstructure replacement project. Ray Gallihugh, Kevin Ash, and Jerry Kramarz will lead the inspection team with construction survey (staking) assistance from Fred Frentner. Fees for construction inspection are not included and will be negotiable as-needed.

Similar Project Experience

The SDA Team has extensive experience with State and Local Agency bridge replacement/rehabilitation design projects, as represented by the resumes enclosed. Below is a sample of projects on which SDA has previously performed work.

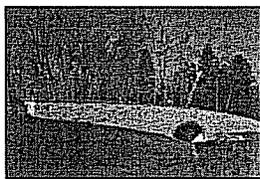


Tienken Road over Stony Creek, Oakland County, MI:

The project work included complete reconstruction of the structure over Stony Creek. The structure is adjacent to the Historic District of Rochester Hills. Major efforts were dedicated to ensure that the community understood the proposed size, shape, and appearance the new structure. Pedestrian access was provided on one side of the bridge, a feature that the existing structure lacked.

Petersburg Road over River Raisin, Monroe County, MI:

The project work included the superstructure replacement and approach realignment for Petersburg Road over River Raisin in Summerfield Township. SDA also completed a project safety and crash analysis study. Hydraulic and scour analyses were compiled along with all pertinent State of Michigan permits and applications.

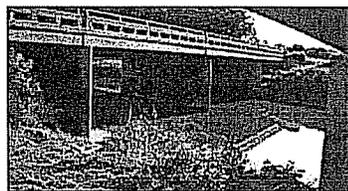


Kirkway Road over Lower Long Lake Cove, Oakland County, MI:

The project work included complete reconstruction of the narrow, deteriorated structure. The new concrete arch structure was widened to two lanes and the profile grade lowered to provide improved sight distance. The project also included new concrete retaining walls along with new widened approaches and the relocation of existing water main and sanitary sewer.

Grand River over Kent Lake / Huron River, South Lyon, MI:

The project work included complete reconstruction of the structure over Kent Lake/Huron River. The bridge is located between two parks, Kensington Metropark to the north and Island Lake State Recreation Area to the south. A bike path runs under both bridges, and the substructure is clearly visible by the public in this park setting. Design included EPS block for lightweight backfill due to compressible soils.



Metropolitan Parkway over Red Run Drain, Macomb County, MI:

The project work included the superstructure replacement and widening of Metro Parkway over Red Run Drain. Both directional superstructures were replaced and widened. The project involved research, survey, agency determinations, hydraulic analysis, approach and structure design, and geotechnical engineering.

M-97 (Grosbeck Highway) Bridges over Clinton River, Clinton Township, MI:

The project work included complete deck replacement and widening of the structure over the Clinton River. The project also involved steel repair, substructure repair, painting, and maintenance of traffic (part-width). Coordination took place with the MDNRE, municipalities, utilities, railroad and the State Historic Commission. An analysis was performed to determine substructure capacities for current live load requirements and revised dead loads.

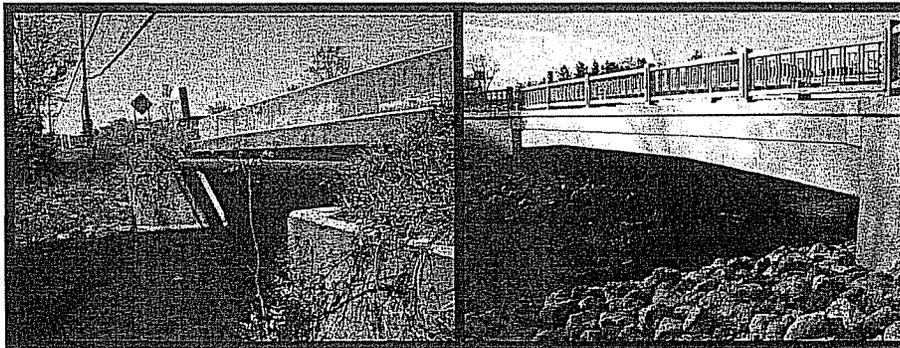


PROJECT Profile

INFRASTRUCTURE ENGINEERING

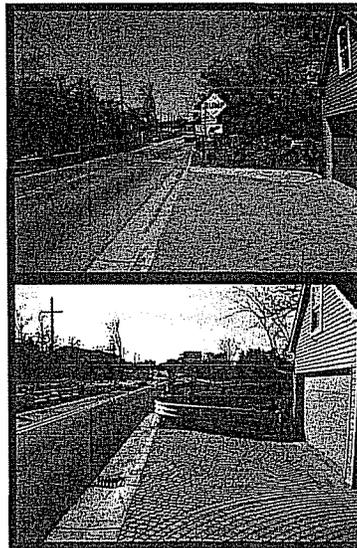
TRANSPORTATION ENGINEERING

Tienken Road Bridge over Stony Creek Rochester Hills, Michigan



The Tienken Road Bridge over Stony Creek is located adjacent to the Historic District of Rochester Hills, Michigan. The existing single-span bridge deck was severely deteriorated, requiring short term closures to perform emergency temporary repairs. The approach pavement and guard rail were also not up to current standards.

Spalding DeDecker Associates, Inc. (SDA) was selected by the Road Commission for Oakland County (RCOC) to design the replacement structure. Due to the bridge's proximity to the Historic District, a significant amount of effort was dedicated to ensuring that the local citizens understood the exact type, size, and location of the proposed bridge. In addition to replacing the vehicular lanes, RCOC and the City of Rochester Hills worked together with the local stakeholders, including the Historic District Commission, to include a pedestrian pathway on the south side of the bridge along with other context sensitive features.



OWNER / CLIENT

Road Commission for Oakland County
Tom Blust, PE
(248) 645-2000

PROJECT START - END

June 2008 – September 2009

PROJECT COST

\$750,000.00

SDA FEES

\$229,757

SDA KEY PERSONNEL

Michael F. DeDecker, PS
Cheryl L. Gregory, PE
E. Patrick O'Rourke, PS
George M. Platz, PS
Paul Wade, PE
Alexander Shteynvil, PE
Scott Wanagat, PE

SDA PROJECT NO.

RB08-006

PROJECT Profile

INFRASTRUCTURE ENGINEERING

TRANSPORTATION ENGINEERING

Petersburg Road over River Raisin Superstructure

Summerfield Township, Monroe County, Michigan

Spalding DeDecker Associates, Inc.

(SDA) was retained by the Road Commission of Monroe County to design the superstructure replacement and approach realignment for Petersburg Lake Road over River Raisin in Summerfield Township, Monroe County, MI.

Hydraulics

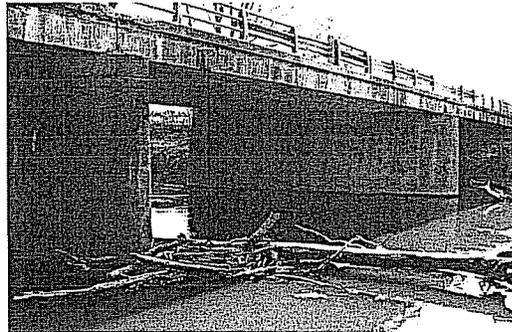
SDA also conducted a hydraulic and scour analysis and prepared the Michigan

Department of Natural Resources and Environment (MDNRE) permit application. The hydraulic analysis included existing cross-section survey, bridge hydraulic analysis to determine the bottom of the superstructure elevation, and water surface profile modeling for both existing and proposed condition. A hydraulic report was prepared and submitted to MDNRE.

A hydraulic permit application was submitted to MDNRE to be reviewed prior to issuance of the MDNRE permit.

The bridge is a 180' by 33.1' wide, three-span structure. The proposed superstructure consisted of spread pre-cast, pre-stressed 27" box-beams with a 9" concrete deck. The substructure work consisted of reconstructing piers and abutments and providing heavy riprap for scour protection. The project also included approach work and coordination of grading easement acquisition.

The design included vertical realignment and widening of the existing approach roadway to meet current Michigan Department of Transportation (MDOT) and American Association of State Highway and Transportation Officials (AASHTO) standards. The north approach was realigned to provide for 35 mph design speed.



OWNER / CLIENT

Monroe County Road Commission
Steve Bouws, PE
(313) 240-5102

PROJECT START - END

January 2006 - April 2008

PROJECT COST

\$34,529

SDA KEY PERSONNEL

Cheryl L. Gregory, PE
Eric Kipp, PE
Alex Shteynvil, PE
Scott Wanagat, PE
Paul Wade, PE

SDA PROJECT NO.

RB06-002



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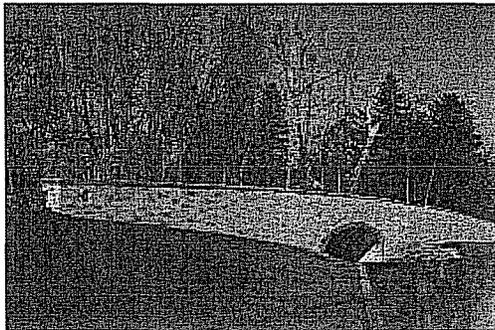
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PROJECT Profile

INFRASTRUCTURE ENGINEERING

TRANSPORTATION ENGINEERING

Kirkway Bridge Replacement Bloomfield Hills, Michigan



The replacement of the existing narrow, deteriorated, one span arch Kirkway Bridge located on the Kirkway Road over Lower Long Lake Cove with a new 28' concrete arch bridge. The bridge was widened to two lanes (within extremely narrow ROW) and lowered to provide improved sight distance for motorists.

Spalding DeDecker Associates, Inc. (SDA) designed the new bridge, with new concrete retaining walls, reconstruction and widening of the approach roadway, and relocation of the existing water main and sanitary sewer. SDA was also responsible for the Construction Engineering of the water main and sanitary sewer relocation.

SPECIAL FEATURES

One of the most challenging features of this project was the requirement that the surface of the new bridge and approach retaining walls should match texture and color of the stone pillars and walls located at the entrance of the subdivision at Long Lake Road. The walls had to be functional to support the load of the approach traffic, and it had to have a very specific aesthetic stone pattern in the cast-in-place wall. Because of the problem of stone suppliers being unable to match to the satisfaction of the client, SDA suggested the use of textured and colored concrete in lieu of the stone.

After much research, SDA partnered with a supplier who could provide non-standard form liners that exactly matched the texture of the existing pillars. The wall was designed for the loading and a unique method of imprinting the stone pattern into the wall and staining the concrete to give it the look of stone was developed. The large sample of the form liner was cast against the existing wall. All form liners were cast using this sample. Samples of the colored concrete were provided to ensure that the color of the concrete matched the color of the pillars.

OWNER / CLIENT

Road Commission for Oakland County
Tom Blust
(248) 645-2000

PROJECT START - END

June 2002 - September 2003

PROJECT COST

\$1,050,000.00

SDA KEY PERSONNEL

Alexander Shteynvil, PE
Paul Wade, PE

SDA PROJECT NO.

RB02-003



SPALDING DEDECKER ASSOCIATES, INC.

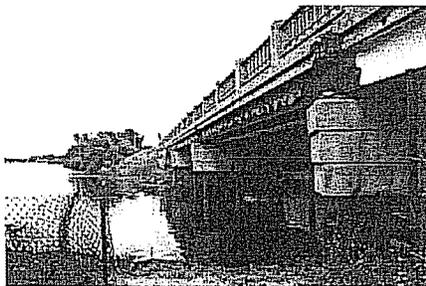
Engineering | Infrastructure | Land Development | Surveying
(800) 598-1600

PROJECT Profile

INFRASTRUCTURE ENGINEERING

TRANSPORTATION ENGINEERING

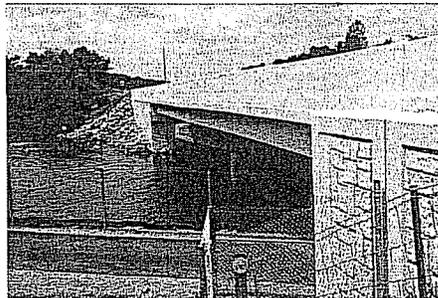
Grand River Over Kent Lake / Huron River South Lyon, Michigan



Spalding DeDecker Associates, Inc. (SDA) was selected by the Road Commission for Oakland County to complete the design of this multi-span structure. When the structure study was completed, it was determined that the bridge substructure would not be able to handle the increased dead loads due to the increased deck width and changes in design criteria. The most economical alternative was to replace the entire structure.

When the soil borings were completed for the new bridge, SDA found a 30-foot layer of soft compressible material. This layer of soft material under the retaining walls and abutments caused the size and number of piles to be extensive. In order to reduce the lateral load on the retaining walls and the abutments, SDA recommended the use of Expanded Polystyrene (EPS) Blocks for part of the backfill which reduced the number of piles and the size of the footings.

This soft layer of material also caused concern with the stability of the existing I-96 over Kent Lake structure, located less than eight feet from the edge of the proposed Grand River Bridge. To ensure that the Contractor's construction procedures did not affect the stability of the existing structure, the construction documents were developed to include tilt meter monitoring. The tilt meters were installed and monitored during construction procedures and ensured that there was no excessive movement of the existing I-96 structure.



The bridge is located between two parks, Kensington Metropark to the north and Island Lake State Recreation Area to the south. The substructure of the bridge is clearly visible to the public by boat traffic and the bike path under the bridge. SDA specified the use of a form liner to enhance the aesthetic look of the bridge's substructure.

OWNER / CLIENT

Road Commission for Oakland County
Tom Blust
(248) 645-2000

PROJECT START - END

July 2006 – August 2008

PROJECT COST

\$2,200,000.00

SDA KEY PERSONNEL

Michael DeDecker, PS
Cheryl Gregory, PE
Eric Kipp, PE
George Platz, PS
Alexander Shteynvil, PE
Scott Wanagat, PE

SDA PROJECT NO.

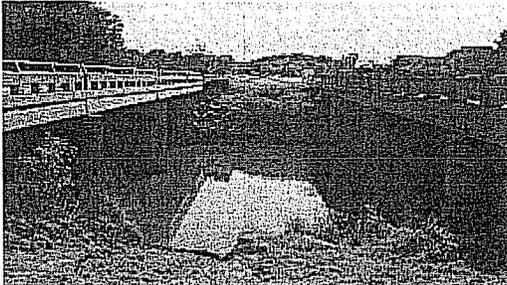
RB06-006

PROJECT Profile

INFRASTRUCTURE ENGINEERING

TRANSPORTATION ENGINEERING

Metropolitan Parkway Bridges over Red Run Drain Replacement Clinton Township, Michigan



Metropolitan Parkway crosses the Red Run Drain between Schoenherr and Utica Road. The crossing is comprised of two, four-span bridge structures, one for eastbound traffic and one for westbound traffic. The former eastbound structure spanned 190' while the westbound structure spanned 192'.

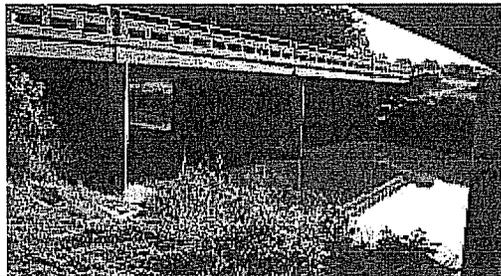
Spalding DeDecker Associates, Inc. (SDA) was responsible for the design of

the widening and superstructure replacements of both structures to three, twelve-foot-wide travel lanes with eight-foot shoulders.

The previous structures consisted of four spans and were 40 feet in width accommodating two lanes in each direction. The previous eastbound structure was built in 1958, and the westbound structure was constructed in 1969. The new widened structures are designed to meet HS20 load requirements. The widening was installed on the outside of each structure.

Work under the Preliminary Design Phase involved research, survey, agency determinations, hydraulic analysis, approach and structure design, and a geotechnical investigation, which provided the direction used to design the project.

The second phase was the Design Engineering Phase. This phase involved the production of the plans, specifications, and cost estimates required to gain approval of the Road Commission of Macomb County (RCMC), Army Corps, Michigan Department of Natural Resources and Environment (MDNRE), Macomb County Department of Public Works (MCDPW), Clinton Township, other utilities, and agencies, to allow for construction of the project.



OWNER / CLIENT

Road Commission of Macomb County
(RCMC)
Robert Hoepfner
(586) 463-8671

PROJECT START - END

August 2002 - July 2003

PROJECT COST

\$600,000.00

SDA KEY PERSONNEL

Michael DeDecker, PS
Jaime Pabst, CST III
George Platz, PS
Alexander Shteynvil, PE
Paul Wade, PE

SDA PROJECT NO.

RB02-007



SPALDING DEDECKER ASSOCIATES, INC.

Engineering | Infrastructure | Land Development | Surveying
(800) 598-1600

PROJECT Profile

INFRASTRUCTURE ENGINEERING

TRANSPORTATION ENGINEERING

M-97 (Grosbeck Highway) Bridges over the Clinton River

Clinton Township, Michigan



The existing three-span bridge along M-97 (Grosbeck Hwy) over the Clinton River (B01 of CS 50031 - JN 77970) needed deck replacing and widening. The existing bridge superstructure consisted of steel I-beams with a concrete deck and bituminous overlay. The concrete abutments and piers were supported on 40-ton driven HP 12x74 steel pile foundations extending to tip elevations ranging from 538.5 and 545.0 feet. The

widening added about 10 feet in width to both sides of the existing bridge. The substructure extensions are now supported on similar driven steel H-piling. The existing bridge was located at the beginning of the horizontal curve. The superelevation on the existing bridge deck was insufficient. The proposed concrete deck was designed to provide a proper superelevation.

Spalding DeDecker Associates, Inc. (SDA) was responsible for the complete design for the deck replacement, widening, steel repair, substructure repair, painting, and maintaining (part width) traffic of B01 of 50031.

Responsibilities included:

- Preparation of both contract plans and bid item quantities
- Preparation of any specifications and/or special provisions required to supplement MDOT Standard Specifications for Construction
- Preparation of permit requests
- Necessary contacts with concerned agencies; e.g., MDEQ, municipalities, utilities, railroad, and the State Historic Preservation Office
- Utility coordination
- Provision of plans and specifications for maintaining traffic during construction
- Analysis of the existing structure to determine if it conforms to current specification and loading conditions

Inspection of the existing bridge and job site to determine the extent and complexity of rehabilitation work and to determine the need for any additional work.

OWNER / CLIENT

Michigan Department of Transportation (MDOT)
Kenneth Tiffany, PE
(517) 373-2625

PROJECT START - END

August 2004 - April 2005

PROJECT COST

\$2,200,000.00

SDA KEY PERSONNEL

Michael DeDecker, PS
Cheryl Gregory, PE
George Platz, PS
Alexander Shteynvil, PE

SDA PROJECT NO.

RB04-008

Local Familiarity

Dietrich, Bailey and Associates, PC (DBA), a subsidiary of Spalding DeDecker Associates, Inc. (SDA), has a long history in the Monroe Community. Our prior experience and familiarity with the City's personnel and processes assure efficiency and an understanding of the City's priorities. The variety of prior work our staff has been involved within and around Monroe includes:

- Monroe Township Engineers for the past 27 years
- City of Luna Pier Engineers for the past 29 years
- Designed and managed the re-paving of all the local roads and several primary roads in Monroe Township
- Designed and managed the construction of several miles of water main built through SAD's in Monroe Township that were taken over by the City of Monroe; two of these included river crossings with special construction techniques
- Designed and managed the construction of shore protection works along Lake Erie
- Designed and managed the dredging of shoreline and navigable channels adjacent to Lake Erie
- Designed and managed construction of several recreational parks for three Monroe communities
- Designed several blocks of water main replacement in the City of Monroe Downtown area
- Provided full time inspection for several City of Monroe water main construction projects
- Provided full time inspection for many miles of water main built in Monroe Township that were taken over by the City of Monroe
- Provided design and construction engineering services to the Monroe County Road Commission for major road construction projects
- Site Engineers for the Ventower Project at the Port of Monroe
- Provided Master Planning and Surveying services to DTE at the Monroe Power Plant

SDA/DBA continues to be an active participant in the Engineering Service industry in the Monroe area and maintains a Downtown Monroe office to best serve Monroe clients.



PROJECT NAME: Macomb Street over River Raisin, Monroe, MI
 City of Monroe
 Design

Submitted by: Spalding DeDecker Associates, Inc.
 DEPARTMENT MANAGER: Cheryl Gregory, PE

PROJECT MANAGER: Mark Helinski, PE
 QA/QC ENGINEER: Paul Wade, PE / Cheryl Gregory, PE

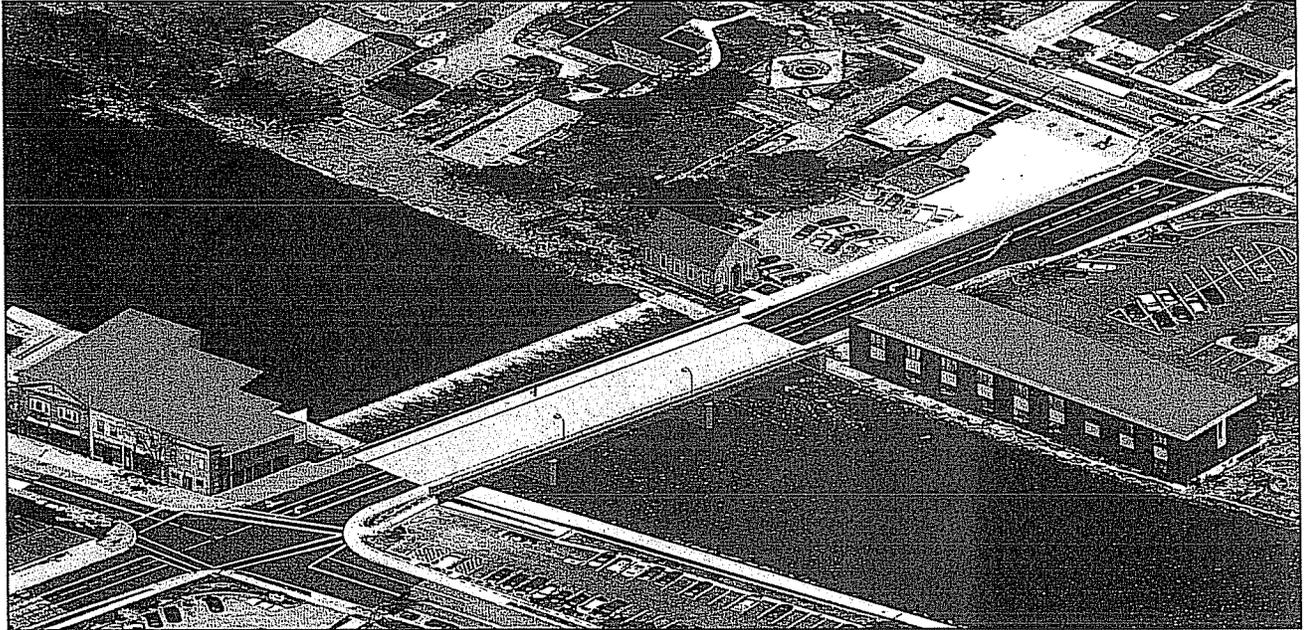
Date: January 31, 2011
 Project No.: PR11-005

ITEM	QA/QC ENGINEER		PROJECT MANAGER		SR. PROJECT ENGINEER		PROJECT ENGINEER		ENGINEER		2 MAN SURVEY CREW (hours per person)		CAD TECHNICIAN/CLERICAL		BUDGET TOTALS	
	HOURS	FEE	HOURS	FEE	HOURS	FEE	HOURS	FEE	HOURS	FEE	HOURS	FEE	HOURS	FEE	HOURS	FEE
BASIC SERVICES																
TOPO SURVEY	4	\$ 524.00	10	\$ 1,290.00	60	\$ 5,940.00		\$ -		\$ -	36	\$ 4,320.00	40	\$ 2,800.00	150	\$ 14,874.00
UTILITIES REQUESTS		\$ -	1	\$ 129.00	1	\$ 99.00		\$ -		\$ -		\$ -	6	\$ 420.00	8	\$ 648.00
T, S & L BRIDGE PLANS	8	\$ 1,048.00	24	\$ 3,096.00	22	\$ 2,178.00		\$ -	40	\$ 2,800.00		\$ -	40	\$ 800.00	134	\$ 9,922.00
ROAD BASE PLANS	5	\$ 655.00	16	\$ 2,064.00	4	\$ 396.00	35	\$ 2,765.00		\$ -		\$ -	20	\$ 400.00	80	\$ 6,280.00
FINAL ROAD PLANS	10	\$ 1,310.00	24	\$ 3,096.00	15	\$ 1,485.00	36	\$ 2,844.00		\$ -		\$ -	45	\$ 900.00	130	\$ 9,635.00
FINAL BRIDGE PLANS	16	\$ 2,096.00	60	\$ 7,740.00	104	\$ 10,296.00		\$ -	140	\$ 9,800.00		\$ -	160	\$ 11,200.00	480	\$ 41,132.00
WATER MAIN PLANS	2	\$ 262.00	15	\$ 1,935.00	16	\$ 1,584.00	42	\$ 3,318.00		\$ -		\$ -	30	\$ 2,100.00	105	\$ 9,199.00
SHOP DRAWING REVIEW	1	\$ 131.00	4	\$ 516.00	30	\$ 2,970.00		\$ -		\$ -		\$ -		\$ -	35	\$ 3,617.00
TOTALS	46	\$ 6,026.00	154	\$ 19,866.00	252	\$ 24,948.00	113	\$ 8,927.00	180	\$ 12,600.00	36	\$ 4,320.00	341	\$ 18,620.00	1122	\$ 95,307.00

NOTES: 1. Hourly rates used are as follows: QA/QC Engineer \$131.00 Project Manager \$129.00 Sr. Project Engineer \$99.00 Project Engineer \$79.00 Engineer \$70.00 Survey Crew/person \$120.00 CAD Technician \$70.00 Overtime shall be at a rate 1.3 times regular hourly rates	TOTAL DIRECT LABOR															\$ 95,307.00			
	Direct Expenses		ITEM	QUANTITY	RATE	Unit	ADMINISTRATIVE MARKUP												
			photomatch images	2	\$500.00		0%										\$ 1,000.00		
			mileage	0													\$ -		
																	\$ -		
																	\$ -		
																	\$ 1,000.00		
TOTAL DIRECT EXPENSES																	\$ 1,000.00		
SUBCONSULTANT FEES															Fees		ADMINISTRATIVE MARKUP		
TTL Associates, Inc.															\$3,590.00	0%		\$3,590.00	
Project Engineer per hour: \$105																	\$ -		
Chief Geotechnical Engineer per hour: \$139																			
ASTI - as needed, negotiated separately																			
TOTAL SUBCONSULTANT FEES																	\$ 3,590.00		
TOTAL ESTIMATED FEE FOR PROFESSIONAL SERVICES																	\$ 99,897.00		



CITY OF MONROE



REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES FOR MACOMB STREET BRIDGE REHABILITATION

PREPARED FOR:

MR. PATRICK M. LEWIS, PE
DIRECTOR OF ENGINEERING & PUBLIC SERVICES
CITY OF MONROE
120 EAST FIRST STREET
MONROE, MICHIGAN 48161

JANUARY 31, 2011

January 31, 2011

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

**Re: Request for Proposal for Engineering Services
Macomb Street Bridge Rehabilitation**

Dear Mr. Lewis:

Enclosed please find the engineering services proposal for the Macomb Street Bridge Rehabilitation project. We are excited to be submitting on this unique and challenging project. In order to provide the City of Monroe with the best possible solution to the bridge and roadway design, The Mannik & Smith Group, Inc. (MSG) has teamed with Alfred Benesch and Company (Benesch).

The Mannik & Smith Group, Inc. and Benesch Team will provide unparalleled talent and resources to the City of Monroe for the Macomb Street Bridge project. The City can be assured that the most qualified professionals with unmatched experience and expertise will provide comprehensive review and analysis of the existing bridge and offer the most cost effective and innovative solution to the rehabilitation of this structure.

MSG brings local knowledge, local contacts with property owners, businesses and agencies, a thorough understanding of the local issues, intimate knowledge of City requirements, contacts with local utility companies, a comprehensive understanding of the bridge, having conducted detailed biennial inspections on behalf of the City, and excellent structural, traffic and roadway engineers to this project.

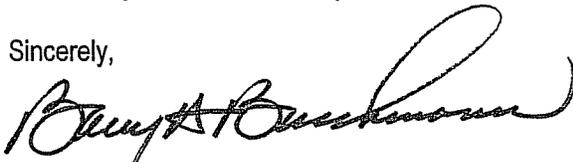
Benesch brings exceptional bridge expertise with highly acclaimed MDOT experience to this project, affording the Team the ability to provide a comprehensive analysis and most affordable solution to this project.

We have provided a comprehensive proposal addressing all aspects and design elements of this project including traffic analysis, roadway design, maintenance of traffic, construction staging options, mussel study, bridge study, alternatives analysis and bridge design, MDNRE permitting, concept drawings and a wealth of project experience.

As part of our proposal we have defined basic services as well as those additional services that may be desired or warranted as part of the design and construction. Certain additional work tasks may be required to complete the design services package and other work tasks may be optional, if not desired by the City.

We look forward to your review of this comprehensive engineering services proposal prepared by the Mannik & Smith Group and Benesch Team. Our Team welcomes the opportunity to meet with the City to further clarify any items or discuss any issues with the City in more detail – or to answer any questions you may have with our proposal.

Sincerely,



Barry A. Buschmann, PE
Sr. Vice President

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1.0 HISTORY OF FIRM

1.1 Company History

The Mannik & Smith Group, Inc. (MSG) is an award-winning, full-service consulting firm that offers a wide array of services including civil and geotechnical engineering, environmental consulting, surveying and construction support. We pride ourselves in being a single source asset for our client's and in our ability to anticipate and exceed client expectations.

Our talented staff of more than 200 professional engineers, environmental scientists, surveyors, technicians and support personnel delivers integrated planning, design, engineering and construction solutions to our clients from our offices throughout Michigan and Ohio. Our size affords us the ability to handle large, complex projects, while our broad spectrum of disciplined experts can manage smaller, specialized projects. With more than 50 years of service and experience, combined with a highly trained professional staff, MSG has become a leader in providing a quality product in a timely and cost-effective manner.

1.2 Company Office Locations & Details

1771 N. Dixie Highway Monroe, MI 48162	2365 Haggerty Road South Canton, MI 48188
721 N. Capital Ave., Suite 2 Lansing, MI 48906	65 Cadillac Square, Suite 1300 Detroit, MI 48226
1800 Indian Wood Circle Maumee, OH 43537	234 Midtown Drive Traverse City, MI 49684
4630 Richmond Road, Ste 180 Cleveland, OH 44128	815 Grandview Avenue, Ste 400 Columbus, OH 43215



Business Type: Corporation
Incorporated In: Ohio
Licensure: Licensed to Operate in Michigan since 1989

1.3 Service Portfolio

MSG's multi-discipline service portfolio includes:

- | | |
|---|--|
| <p style="text-align: center;">Civil Engineering</p> <p>Transportation</p> <ul style="list-style-type: none"> • Roadway/Highway Design • Bridge Design & Inspection • Highway Lighting Design • Traffic Planning & Engineering • EA/EIS Corridor Planning • Context Sensitive Solutions <p>Site Development</p> <ul style="list-style-type: none"> • Industrial, Commercial & Residential Site Design • Site Planning – Concept & Feasibility Studies • Permitting & Zoning Assistance • Landscape Architecture <p>Utility Design</p> <ul style="list-style-type: none"> • Storm, Sanitary & Water System Design • Pump Station Design • GIS Mapping | <p style="text-align: center;">Environmental Consulting</p> <p>Environmental Engineering Services</p> <ul style="list-style-type: none"> • Environmental Site Assessments • Permitting & Compliance • Remediation • Brownfield Redevelopment • Waste Management / Landfills • Environmental Health & Safety Studies <p>Cultural Resources</p> <ul style="list-style-type: none"> • Archaeological Surveys & Mitigation • Historic Resource Assessment & Compliance <p>Ecological Resources</p> <ul style="list-style-type: none"> • Wetland Delineation / Permitting / Mitigation • Threatened / Endangered Species Surveys • Ecological Assessments • Botanical Surveys |
|---|--|

Right of Way Acquisition

- Real Estate Research
- Negotiations
- Appraisals
- Relocation Assistance

Surveying Services

- Property Surveys - ALTA
- Construction Layout & Staking
- Topographic Surveys

Geotechnical Engineering

- Geotechnical Investigation & Testing
- Geotechnical Analysis & Recommendations
- Hydrogeological Studies

Construction Support

- Construction Mgmt. & Inspection
- Laboratory Testing
- Field Construction Materials Testing

1.4 Alfred Benesch & Company (Benesch)

Over the course of our 60 years history, Benesch has successfully completed more than 4,000 design and engineering projects throughout the United States. We employ more than 222 professional and support personnel at five locations: Chicago, Illinois; Kenosha, Wisconsin; Pottsville and Allentown, Pennsylvania, and Lansing, Michigan.

Benesch designs complex highway interchanges, major river bridges, parking structures and structural systems for high-rise buildings. We inspect transit bus garages and thousands of railroad and highway bridges; prepare life cycle cost analyses; supervise the construction of miles of interstate highway and acres of railroad freight yards. We successfully managed: the design of a 26-mile railroad corridor, reconstruction of a busy commuter train station, large expressways, airport facilities and intermodal rail yards. Benesch audited the capital program of the second largest transit agency in the United States to ensure compliance with capital programming criteria of the Illinois Department of Transportation Division of Public Transit, the Federal Transit Administration and the Northern Illinois Regional Transportation Authority.

Benesch is highly qualified in bridge design with expertise in simple, typical and complex bridge design, bridge retrofit and rehabilitation and bridge modeling. We have provided services to MDOT for major highway bridges throughout Michigan and have uniquely qualified professionals for bridge analysis, establishing a track record for using value engineering effectively for transportation projects. Benesch has been awarded several "Eminent Conceptor" awards through the American Council of Engineering Companies (ACEC) and has consistently been named as a top 50 "Go To" firm for bridge design by Roads & Bridges magazine.

1.5 The MSG Team

The Mannik & Smith Group and Benesch team will provide unparalleled talent and resources to the City of Monroe for the Macomb Street bridge project. The City can be assured that the most qualified professionals with unmatched experience and expertise will provide comprehensive review and analysis of the existing bridge and offer the most cost effective and innovative solution to the rehabilitation of this structure.

MSG brings local knowledge, local contacts with property owners, businesses and agencies, a thorough understanding of the local issues, intimate knowledge of City requirements, contacts with local utility companies, a comprehensive understanding of the bridge, having conducted detailed biennial inspections on behalf of the City, and excellent structural, traffic and roadway engineers to this project.

Benesch brings exceptional bridge expertise with highly acclaimed MDOT experience to this project, affording the Team the ability to provide a comprehensive analysis and the best, most affordable solution to this project.

The MSG/Benesch Team is MDOT Prequalified in all required RFP categories, specifically, Short & Medium Span Bridges, Roads & Streets, Utility Coordination, Municipal Utilities, Structure Surveys and Road Design Surveys. See Appendices for a full listing of MSG MDOT Prequalifications.

2.0 UNDERSTANDING OF SERVICE

The City of Monroe desires to rehabilitate the existing Macomb Street Bridge crossing the River Raisin in downtown Monroe due to the current structurally deficient condition of the deck and superstructure. It is desired to remove and replace the existing superstructure with a new superstructure, which may include abutment and pier modifications, beams and deck with railing and lighting. The City would also like the geometric configuration of the adjacent roadway and intersections reviewed to determine the most efficient and cost effective solution for carrying vehicular traffic as well as pedestrian traffic across the bridge. There are a number of utilities located on the bridge that will need to be maintained during construction as well as part of the final design solution. We understand that the City believes that closing the bridge may be the most cost effective and time efficient solution for maintaining traffic during construction, but will consider alternatives that will allow part-width construction to be used if such alternative prove cost effective. This project will be funded in its entirety by the City of Monroe by means of a special bridge millage that was voted on and approved by the residents of the City of Monroe.

The bridge superstructure replacement will be significantly impacted by the roadway geometrics. Lane widths on the bridge along with proposed sidewalk widths will need to be reviewed to determine the configuration that will satisfy the current and future traffic demands, peak hour traffic volumes (considering driveways and intersection turning movements) and pedestrian movement across the bridge.

Disruption to pedestrian traffic within this area during construction may result in some concern from residents and businesses that use the bridge frequently. In addition, the Junior High School located a couple of blocks to the south will require that school children, as well as others, use the alternate crossing at Monroe Street. The benefits versus cost will need to be investigated to determine if the bridge should be closed or part-width construction utilized for maintaining traffic.

In addition, communication and coordination with Mercy Memorial Hospital, the local fire station, and Lake Erie Transit Authority (LETC) will need to occur in order to provide for alternative routing of vehicles, particularly to emergency vehicles. This will also be a consideration for a part-width construction option.

2.1 Local Issues of Concern

This project will impact several local stakeholders within the general project limits. Coordination with the City, other agencies, property owners and businesses will be required to address maintenance of traffic (MOT), pedestrian access and general mobility issues, the construction schedule, aesthetics for railing and lighting, and utilities through and across the bridge. It is important that the coordination process start at an early stage of the project in order to address any concerns or comments from all stakeholders. The coordination should extend to local property owners, businesses, local police and fire, Mercy Memorial Hospital, LETC, Mainstreet Monroe DDA and local neighborhood groups. These stakeholders are typically more involved during the design phase and soliciting their input could be invaluable when making the decisions for part-width construction and the overall construction schedule. **The MSG Team will attend information meetings with the public and public officials as requested by the City in order to assist in responding to questions and concerns. We will also prepare required displays, maps, and plans that may be needed during presentations.**

MSG has performed a preliminary review of the laneage on Macomb Street between Front Street and Elm Avenue. After a comprehensive study of the traffic capacity of both the intersections of Macomb Street with Elm Avenue and Front Street to determine lane widths and number of lanes on the Bridge, consideration will be given to the movement of traffic from north to south across the River Raisin while the Macomb Street Bridge is under construction. North south traffic movement in Monroe is limited by the number of bridges and traffic lanes crossing the River. The river is crossed by a total of five bridges however the I-75 Bridge does not easily lend itself to accommodating local traffic. The Monroe Street Bridge is only two blocks west of the Macomb Street Bridge and is the likely detour for traffic during the reconstruction of the Macomb Street Bridge. Both the Ressler Street Bridge

and the Winchester Street Bridge are likely to see an increase in usage during the reconstruction. Little truck traffic utilizes this bridge and its closure will not impact deliveries to any great extent. The LETC bus routes include several that use this bridge and rerouting them will be a consideration. Utilizing traffic volume information provided by the City, the MSG Team will review and make recommendations for accommodating the flow of local traffic.

Several businesses are provided access only from Macomb Street between the bridge and Elm Avenue including the Monroe Executive Center, a Church and a City parking lot. Access to the Monroe Executive Center must be maintained during construction. It is understood that the Executive Center lot could potentially be rerouted onto Elm Avenue, however, the location of a driveway potentially presents a problem during peak hours. It is certain that there will need to be good coordination and communication with Dr. McNamee, the building owner. While the church does not have dedicated parking, pedestrian access should be maintained. Staged construction whereby Macomb Street access north of the bridge (during the rehabilitation of the bridge) is kept open for local traffic may be a consideration.

Several other local projects are planned in the area of the Macomb Street Bridge that may impact the traffic detours, specifically the resurfacing of Elm Avenue between Monroe Street and Winchester Street during 2011. We also understand that the resurfacing of Monroe Street (MDOT jurisdiction) is planned for 2012 and Mainstreet Monroe DDA Streetscape improvements on Monroe Street south of the River are planned for 2012. Monroe has several festivals and parades during the course of the year in its downtown area and along Monroe Street. The impact of these functions must be considered in developing the detours and project schedule.

A significant volume of pedestrian traffic utilizes the Macomb Street Bridge. As noted in the RFP, the City assumes that the most cost effective approach to construction of this project will be complete closure of the bridge during construction. The MSG Team will offer alternatives to this approach and provide associated incremental costs estimates to provide for the maintenance of one-directional vehicular traffic and pedestrian access during construction. Since this is one of the primary access points for the River Walk, the MSG Team will provide an analysis and cost estimate for maintaining pedestrian traffic on the River Walk during the reconstruction project whenever possible.

As noted previously, there will be an impact to the routing of emergency vehicles from the Monroe Fire Station located on the south side of the bridge and access to Mercy Memorial Hospital located north of the bridge. This will be a consideration as part of the decision as to whether there is a practical benefit to maintain traffic across the bridge during construction. Of course, this would suggest that the traffic laneage would favor a northbound movement.

MSG is aware that there is an inflow and/or infiltration problem in the sanitary sewer immediately south of the bridge. Since the City is planning on the reconstruction of the intersection of Front Street and Macomb Street the opportunity for correcting this problem while the pavement in the intersection is removed presents itself. MSG will work with the City to discuss appropriate corrective actions to resolve this problem within the scope of this reconstruction project.

3.0 WORK PLAN

3.1 Phase 1 – Roadway and Structure Alternatives Study

Kick-Off & Scope Verification Meeting: The MSG Team will meet with the City of Monroe to review the project and discuss project team meeting frequency, submittal dates, stakeholder involvement and local considerations. Other items to be discussed at the meeting will include review of our Team's overall approach to rehabilitating the bridge including discussion of the structural analysis study, roadway geometrics and traffic concerns (both vehicular and pedestrian) including discussion on a more detailed traffic study analysis and maintenance of traffic. We will also review the utility conflicts including the water main, gas lines, and communication lines. We anticipate that the City will provide all other pertinent information that may be on file, although MSG has a significant amount of this information already on file at our Monroe office.

Survey: A topographic survey of the bridge, roadway and both of the intersections at Front Street and Elm Street with Macomb Street will be conducted. MSG will provide centerline of right-of-way for Macomb Street and the intersecting side streets. The horizontal datum will be based on Michigan State Plane Coordinate System (NAD83 Datum). Benchmarks will be set throughout the project limits. Vertical control datum will be based on NDVD 88 or City of Monroe Datum, as preferred by the City (or with local datum conversions). Topography will be surveyed using Trimble Robotic Total Stations. Utilities will be surveyed based on plans and markings from the Miss Dig system as well as data we can obtain from local utility contacts and City data. Survey data will be processed using Trimble Geomatic Software and a base map will be prepared using MicroStation.

The roadway survey will include roadway features such as edge of pavement, curbs, sidewalks, driveways, lightpoles, railings, buildings, manholes, drainage features, signs, intersections features at Front Street and Elm Street, and other pertinent features for the full width of the right-of-way, which is shown to be 66 feet in the existing drawings provided. Locations of buildings will be provided. The bridge survey will include the deck, light poles, sidewalks, railings, beams, abutments, piers, and all of the utilities hanging from the bridge. In addition any conduit or other utility conduit leading up to the bridge will be surveyed. Our survey will also include a portion of the River Walk on the south side of the river, the damn location on the west side of the bridge and spillway area in front of the north abutment.

Traffic Analysis: Based on assessment of the existing data provided, and an intimate knowledge of the bridge history and surrounding area, we feel strongly that roadway geometrics and the desired sidewalk configuration determined to be the most appropriate for this site will dictate the extent to which the bridge will need rehabilitation from an overall width perspective. We anticipate using the traffic volume data provided by the City to develop our recommendations. However, if the City elects to have a more thorough and current traffic study performed, MSG has this capability and would work in cooperation with the City with regard to traffic hose counts, turning movement counts, and signal timing. A cost for performing a traffic study is included with this proposal as a separate task item.

Roadway Information: The existing roadway between Front Street and Elm Avenue consists of four 10-foot-wide lanes constructed of what is expected to be a concrete base course with an asphalt wearing course. The current roadway has a $\frac{3}{4}$ " parabolic crown at the center of the four lanes. The existing intersections are configured with dedicated turn lanes to accommodate turning vehicle movements. The current approach aprons to the bridge deck consist of the same cross section as the remainder of the roadway between Front Street and Elm Avenue. The current profile between the two intersections (including the bridge deck) varies between flat and 2.0%.

Analysis and Study Objectives: The goal of this project is to rehabilitate or reconstruct the existing bridge to update and improve the current structural and functional deficiencies, while increasing the available sidewalk width for added pedestrian safety and comfort. We will study the potential options during the conceptual phase of the project and provide the City with recommended options including associated construction cost estimates.

Based on our initial observations, our knowledge of the existing site and our previous experience on similar projects, our preliminary recommendation most likely will include a reconstructed bridge deck on new beams consisting of three 12-foot lanes on the bridge with 2-foot offsets on each side of the roadway. The sidewalks on the bridge would be a combination of the remaining available width, using equal widths on each side or different widths to accommodate a wider section on one side, depending on the desired functional use of the sidewalks. Our anticipated total width of the bridge would then be approximately 58-feet, or 2-feet wider than the existing structure. An alternative would be to reduce the lane width to 11-foot lanes (see 'Proposed Superstructure & Design Alternatives' later in this proposal).

We also anticipate that the dedicated turn lanes will be retained at the intersections; however the final determination on required laneage will be verified through analysis of existing and projected traffic volumes and patterns. (See **Traffic Modeling and Capacity Analysis** later in this proposal).

Since the area is fully developed and right-of-way space is limited, we would propose only minor changes to the roadway profile to facilitate improved drainage (eliminate flat grades), increase accessibility to adjacent properties (improve driveway grades) and facilitate the proposed bridge work (match in to the revised elevation at the bridge). Other profile changes could lead to an increased roadway replacement area and impacts to areas outside of the right-of-way at little benefit to the roadway users. In the interest of keeping construction as cost effective as possible, and to utilize as much of the available funding for the bridge work as possible, we will evaluate the retention of portions of the existing curbs, sidewalk, and concrete base, if feasible, potentially utilizing milling and overlay methods to achieve a new uniform surface with a 2% cross slope.

Some areas will require reconstruction to achieve the desired results. In particular, the approach slabs to the bridge would be reinforced concrete pavement set on sleeper slabs to allow for better expansion and contraction movement of the bridge structure, thereby increasing longevity and reducing maintenance costs on the bridge. These areas will require replacement of the curb and likely the adjacent sidewalks. All proposed sidewalk replacements would be designed to comply with current ADA requirements in line with the City of Monroe's policy and Federal Consent decree. In addition, we will review the roadside safety issues related to the segment of roadway between Front Street and Elm Avenue to determine if guardrail and/or attenuators are warranted. We will recommend any necessary safety improvements.

We will review the existing roadway drainage system and recommend proposed improvements to the existing drainage system. We anticipate this will include the addition/replacement of a few catch basins and minor sewer work to connect these proposed basins to the main line sewer. There may be a need for a MDNRE permit, should a new storm water discharge line be required to the river.

Driveways: We will also review the existing driveways located within the project limits. There are three driveways (all north of the bridge deck). We will review these driveways for geometry, grades and ADA compliance and recommend any changes that will improve these characteristics. While unlikely, we will also investigate relocation of driveways that have an alternate ingress/egress location for review and consideration by City officials. In addition, we will review the use of the City owned parking lot on the northeast corner of Macomb Street and Front Street for use in staging and material storage during construction.

Part-Width Construction: We understand that full-closure of the bridge during construction is anticipated by the City, but other Maintenance of Traffic (MOT) scenarios will be explored during the conceptual phase. We do feel that a complete closure of the roadway and bridge during construction will allow for a shorter construction duration, however there are several benefits to part-width construction which warrant consideration, as summarized below:

- **Pedestrians** – With the large number of pedestrian movements (approximately 250 to 500 daily) across this structure, it may be advantageous to maintain a pedestrian crossing at this location. The alternate crossing at the Monroe Street bridge would add approximately 0.50 mile to the pedestrian's walking distance.
- **Access to WB Front (One Way)** – Maintaining vehicular movement to allow one-lane of traffic to travel south over the bridge would allow relatively unimpeded access to the section of Front Street between Macomb Street and Monroe Street, which is a WB one-way street. Under full closure, motorists would have to travel WB on Elm to Monroe, south on Monroe to 1st Street, then north on Macomb to reach this downtown roadway segment, an additional distance of 0.63 miles.

- **Staging of Utility Work** – To facilitate the staging of the existing utility lines attached to the bridge, it will be advantageous to maintain a portion of the existing deck to support these critical utility lines while the second half of the bridge could be constructed with new utility lines. Once constructed, the new utility lines could be connected to the existing facilities outside of the bridge limits. Then the second half could be constructed including removal of the existing utility lines. This will result in minimal interruption to the utility services.

We will compare the pros and cons for full closure versus part-width construction scenarios including the associated costs for each. The comparison will be provided to the City for review during the conceptual phase of the design so a MOT plan which provides the best benefits to the City can be selected. In either case, we will prepare MOT plans for part width construction and/or a complete project detour plan(s) for the final document submittal.

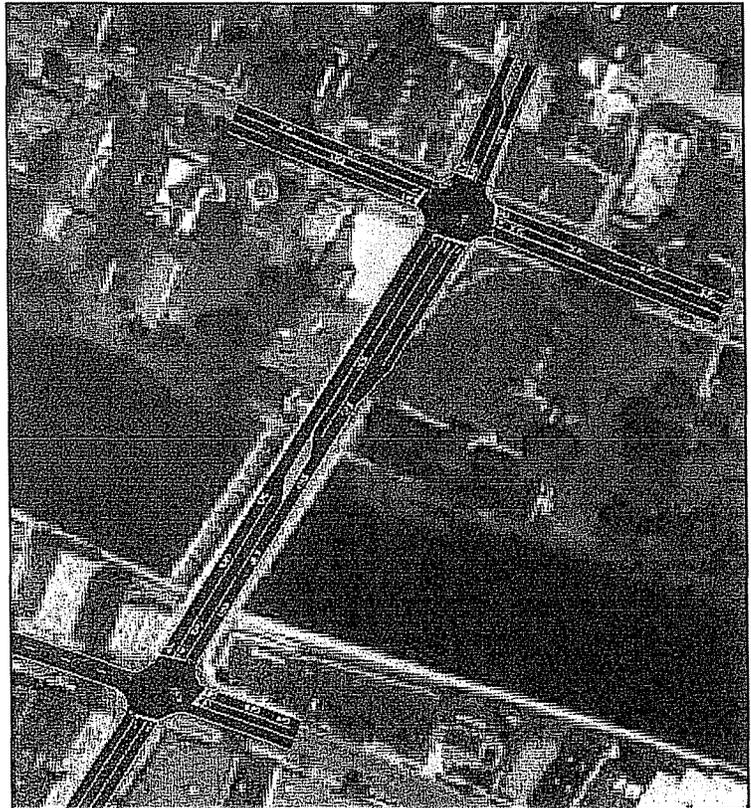
We will also prepare the necessary signing replacement/upgrades and new pavement marking and striping plans for the roadway segment in compliance with the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). Turn pocket lengths, storage lane lengths and taper locations will be determined from the traffic analysis, which will provide the necessary storage lengths for these areas.

3.2 Traffic Criteria

Traffic flow operations present integral considerations with the bridge design development. The Macomb Street bridge operates in tandem with the Monroe Street (M-125) bridge to cross the River Raisin and service the core area of downtown Monroe. Other crossings do exist, but they are approximately ¼ mile further to the east and west at Winchester Street and Roessler Street. As a result, Macomb Street is a key to provide efficient local access, mobility, and capacity for connectivity with the central business district. This local mobility is especially important for pedestrians who walk or cycle across the river. Recognizing these factors, traffic evaluations will entail both construction staging and validation of the bridge design geometry concepts.

Baseline Traffic: Accurate data and sound review of future projections are necessary to best validate bridge design concepts. The available City traffic data is outdated and potentially unreliable given traffic patterns which have changed and ADT's which have declined in recent years. With City approval, the MSG Team will collect new data to develop reliable baseline traffic. This would include 24-hour traffic counts on Macomb Street, Elm Avenue and Front Street, as well as peak hour intersection turn counts for the Macomb Street intersections with Elm Avenue and Front Street. Our Team would gladly work in cooperation with the City should they desire to perform the new traffic and turn movement counts. Should the City elect not to conduct new counts, the existing data could be utilized to estimate baseline traffic, but recognizing its potential inaccuracies.

Traffic Projection: Utilizing the established baseline traffic conditions, our Team will evaluate the appropriate levels of growth and



associated traffic projections that apply over the design life of the bridge. This would entail review of any historical trend data available from the City as well as consultation with available SEMCOG socioeconomic data sources and traffic planning models. While the recent traffic may trend downward, various socioeconomic factors can shift considerably over the extended course of bridge design life. Our team will give appropriate evaluation to this factor, and may develop alternate sensitivity testing traffic projections to evaluate the stability of a final proposed conditions should higher growth develop.

Design Validation: The last known Macomb Street ADT of 11,300 in 2003 is believed to have since reduced, and suggests a 3-lane section on the bridge may be an adequate design concept. A key factor to this geometry will be volume and operational conditions of the signalized Macomb Street approach movements with Elm Avenue and Front Street. This particularly involves the northbound and southbound Macomb Street left-turns to Elm Avenue and Front Street, respectively. To validate a 3-lane section, confirmation that storage will be adequate for back-to-back left turn lanes is important to assure no queue spillback will occur into adjacent through lanes. This will also include the evaluation for the driveways on Macomb Street so as to avoid any queueing that may be disruptive to the Monroe Executive Center. Since all other aspects of bridge and road design development will be influenced by these operational assessments, traffic modeling, capacity analyses, and simulation will serve as a critical path element in design validation. Our team will apply traffic projections to efficiently conduct appropriate detail modeling. This will provide measurable operational values such as Level of Service (LOS), delay, and queue length along with simulations that allow proposed operations to be fully visualized and understood by stakeholders in the process of final design concept selection.

Construction Staging: Traffic models will be of additional use as construction staging details are developed. Our team has identified that part-width construction of the bridge may be a viable alternative, as noted earlier in this proposal, but recognizes complete duration bridge closure may also be required. While construction costs may be the primary factor in this selection; an understanding for associated traffic flows and potential impacts will also be a relevant consideration in the selection and design implementation of either staging scenario. For part-width construction, maintenance of a southbound (one-directional) Macomb Street is envisioned for continued access and circulation into the downtown central business district. Under a complete closure, diversions will increase traffic flows at surrounding locations such as the nearby bridge crossings and related intersections. Our Team will leverage modeling to adequately plan detours and maintenance of traffic plans with minimum impact to the community.

3.3 Bridge Rehabilitation and Alternatives

The Macomb Street Bridge is a 3 span multi-variable depth T-Beam bridge with a reinforced cast-in-place concrete deck, sidewalks and parapets. The abutments, backwalls, and piers consist of reinforced concrete. This structure is fixed at Pier 2 (north pier) and has expansion bearings at Pier 1 and the abutments to allow for expansion and contraction of the bridge. The parapets and railings were reconstructed in approximately 1998 due to their poor condition. MSG completed the 2008 and 2010 biennial bridge inspections for this bridge required by the Federal Highway Administration (FHWA) in accordance with the National Bridge Inspection Standards (NBIS). Both inspections revealed that the deck is dramatically deteriorated with unsound, loose, cracked, and delaminated concrete. The current deck surface rating is a 3 while the deck bottom and deck ratings are currently a 4. The beams have random cracks at midspan found during the 2008 inspection indicating potential excessive flexural stresses in the concrete.

Considering the existing condition of the bridge, the traffic data provided, and the goal of the City, we are anticipating at this time that the most likely and cost effective solution for rehabilitation of the bridge is to replace the superstructure with new semi-integral beams, replace the bearings and reconstruct the abutments and piers to accommodate the new superstructure. The 3 span configuration would remain the same. Modifications to the piers and abutments are necessary to eliminate any present deterioration, as well as to accommodate the new beam depths which will be significantly less than the depth of the existing arch at the supports.

Proposed Superstructure & Alternative Designs: According to MDOT Bridge Design Guide, and for City bridges with maximum posted speed of 40 MPH, the minimum required clear roadway width required for the proposed superstructure with three 11'-0" lanes is 37'-0", which includes two 2'-0" shy distances. In addition, the minimum required sidewalk width is 5'-2". The existing sidewalk width is 6'-0". It is our understanding that the City prefers increasing the width of the sidewalk. Therefore, the sidewalk width can be increased to 8'-6", while still maintaining the existing bridge width. We will coordinate with the City to determine the preferred sidewalk width. We also propose using aesthetic parapet railing with fence at each side of the bridge.

We will prepare a structure study report for the new bridge and submit to the City for their approval. During the structure study, we will investigate different superstructure types. The goal is to reduce construction cost and expedite construction. We will also investigate the possibility of replacing the existing deck while maintaining the existing superstructure. Superstructure alternatives will include PPC spread box beams, side-by-side PPC box beams, PPC I beams, and steel plate girders / wide flange beams. Other non-conventional superstructure types such as hybrid steel girders will also be investigated. Hybrid steel girders utilize Grade 50 steel in the webs and Grade 70 steel in the flanges. Hybrid steel girders are used to reduce girder depth, and therefore, increase vertical clearance. Benesch has recently designed the eastbound I-196 bridge over CSX railroad in Grand Rapids which utilizes hybrid steel girders. Hybrid girders were used in this bridge in order to increase the vertical clearance required.

Our preliminary analysis indicates that 42" x 48" PPC spread box beams with 9" thick slab or 39"x48" side-by-side PPC box beam with 6" thick slab can be used. For these two superstructure types, the existing abutments and piers will be raised to provide the required clearance over the River Raisin and the walkways. Other option that will be investigated is to use a variable depth PPC I beams, which would maintain the existing clearances and the aesthetics provided by the existing superstructure. We will also check the capacity of existing substructure elements to ensure their adequacy.

The different superstructure alternatives considered, including the cost estimate for each will be included in the structure study report. In addition, maintenance of traffic concepts and CPM for construction will also be provided with the study report.

After the approval of the preliminary plans, we will proceed with the pre-final and final design plans as required by City. All special provisions will be included with the pre-final plan submittal. Final plans will include all necessary information and quantities ready for bid letting by the City. We will attend any meetings required by the City. All appropriate design calculations will be included and furnished to the City.

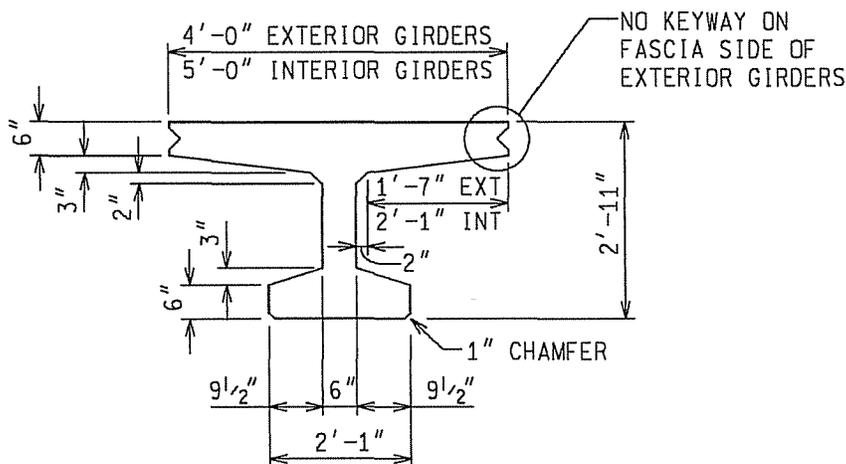
3.4 Innovative Superstructure Options

Use Precast Superstructure Elements: The use of conventional cast-in-place deck construction techniques with associated curing requirements can easily consume a considerable amount of time on this project. Prefabrication offers exceptional advantages for deck construction, particularly for removing deck construction from the critical path of bridge construction schedules. This also will minimize disruption to traffic and local residents and will have less impact to the environment. Therefore, the Team will look into the possibility of utilizing new innovative techniques to eliminate the deck pour from the critical path of bridge construction.

One technique is to utilize PPC deck bulb tee beams as an innovative superstructure type. This superstructure type minimizes the superstructure depth, reduce the loads on existing foundations, and expedite the construction of the bridges. The beams are similar to the conventional PPC bulb tee beams used in Michigan; however, the deck is also precast with the beam. Deck bulb tee beams offer exceptional advantages for deck construction, particularly for removing deck placement from the critical path of bridge construction schedules, for eliminating the cost to place the deck, and for improving the quality of the deck. Also, this system is easy to erect, very cost effective, and reduces construction time considerably. In general, shallow construction depth can be achieved using the deck bulb tee

compared to other superstructure types. One disadvantage of this construction method is that since the deck is integral with the beam, the deck can not be replaced in the future. If a deck replacement is needed, the entire superstructure would need to be replaced.

A 1 1/2" overlay is placed on the top of the panels in order to ensure a smooth ride, protect the deck from wearing of the traffic, and to adjust the screeds required to achieve the proper elevation. Utilizing precast deck bulb tee beams for the new bridge, constructed full-width construction, can reduce the construction schedule by approximately 4 weeks. It is also easy to erect as the segments are light and cranes standing on the approaches can lift and erect the segments in place. The beams are connected with one another using welded ties that are spaced approximately every 5 feet. Also, high strength non-shrink grout is used to fill the keyway between the segments.



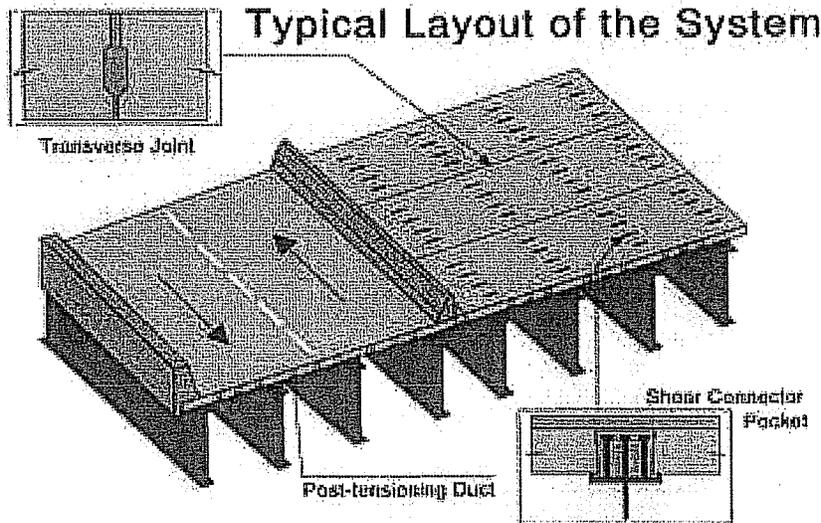
Typical PPC Deck Bulb Tee Section

One other innovative technique that can be utilized is the full depth precast deck panels. With advancements in precast technology, there has been a justifiable increase in the application of economical full-depth precast deck panels as an alternative to conventional cast-in-place deck systems. Durability, high quality control, reduced need for maintenance, and ease and speed of construction are advantages in using this technology. Full-depth precast deck panels give the contractor the opportunity to prefabricate all the required slab units prior to or during the demolition of the existing bridge.

In the precast concrete deck systems, panels are connected to stringers through shear pockets that provide composite action. The spacing between the shear connection pockets is normally about 2 feet. The pockets are filled with high strength non-shrink grout.

After erecting the panels in place, the panels are post-tensioned longitudinally in order to eliminate the tensile stresses in the transverse joints (to keep the joints in compression). The structural behavior and performance of the deck panel system is controlled by the performance of the joints. Post-tensioning tightens the joints and prevents any leakage through the joints.

A minimum of 1-inch haunch is required so that the top flange of the beams is not in contact with the panels. The haunches are also grouted using high strength non-shrink grout. A 1 1/2" overlay is placed on the top of the panels in order to ensure a smooth ride. This is mainly because after the deck panels installed, and the openings are grouted, the top surface of the deck becomes rough. An overlay is then necessary to eliminate the rough surface, protect it from wearing of the traffic, and to adjust the screeds required to achieve the proper elevation. If necessary, the precast deck panels can be replaced in the future.



CPM: The bridge provides access to local businesses. Therefore, it is important to develop an accurate project schedule. A draft CPM will be included with the structure study. The CPM will be updated as the design moves forward and the staging plan for construction of the proposed bridge is selected. The project schedule will be presented to the City for their review and comment.

AS noted previously, innovative construction techniques will be reviewed to minimize the construction time. Other options such as six day work weeks, night work, and other incentives will be investigated.

3.5 Historical Context

The MSG Team is experienced in reproducing historical bridge characteristics such as the façade, lighting, railings and arches. Our Team has worked with many communities in reproducing this type of architectural amenity in the historic downtown area. We can provide several examples of this type of work and design features. Structural and non-structural features may be added to the bridge in order to replicate the existing features of the bridge. For example non-structural pre-cast fascia panels can be installed to replicate the existing aesthetic features. Concrete form liners are also effective in introducing details for eye appeal and aesthetics.

3.6 Hydraulics / Permitting

A MDNRE permit application will be developed as part of this project. The permit application will address all known environmental issues.

A hydraulic analysis of the crossing may be required by the Michigan Department of Natural Resources and Environment (MDNRE). If required the hydraulic model will be created using HEC-RAS software. Cross sections of the river will be obtained at appropriate intervals, and will include the first structure upstream and downstream from the Macomb Street bridge. We anticipate a total of 10 cross sections for this effort along with appropriate channel geometry to create a terrain model of the channel. The hydraulic model will be constructed using the cross section information, and terrain model developed. Appropriate Manning 'n' values will be utilized within the model based on the channel and overbank characteristics documented. We anticipate developing an existing model and a proposed model. The models will be compared to determine the effectiveness of proposed modifications to the bridge. Since the drainage area is greater than 2 square miles upstream of the bridge a range of discharge estimates can be obtained from the MDNRE. The crossing will be designed to pass the 50-year storm event and evaluated to determine the affects of the 100-year storm event. Following completion of the model a comprehensive report of our analysis, assumptions, findings, conclusions and recommendations will be generated in conformance with the MDNRE hydraulic report format. **The fee for this work has been shown separately from the base fee and will not be performed unless the hydraulic analysis is deemed necessary.**

MSG is aware of previous work done by the engineering department to model the River Raisin. If the data and assumptions are still valid and available for use for this project, a significant amount of time (and cost) could be reduced in our hydraulic modeling fee. Further, we are aware that the work proposed on the River Raisin dams, including the proposed fish ladder near the Macomb Street bridge, may impact the hydraulic modeling through this structure. More information relative to this work and its potential impact to the bridge shall be required during the initial meetings for this project.

3.7 Mussel Survey

A mussel survey may be required as part of this project, as similarly coordinated by MSG for the Winchester Street Bridge Rehabilitation project, in cooperation with the City and performed by Dr. Michael A. Hoggarth, Ph.D. MSG provided the contact and coordination with Dr. Hoggarth for the Winchester Bridge and has been in contact with Dr. Hoggarth to discuss the particular aspects of this project. Dr. Hoggarth's full proposal is included in Appendix C. **The fee for this work has been shown separately from the base fee and will not be performed unless the mussel survey is deemed necessary.**

3.8 Summary

After compiling, reviewing and analysis of all data is complete the MSG Team will work with the City to review and critique all of the construction options and develop the single most cost effective and practical solution that meets the goals for this project. A comprehensive study report will be completed and will include plan drawings of the site showing the basic concepts to be used for design. The MSG Team envisions the following information to be submitted following completion of the study:

- Report with roadway, traffic and bridge rehabilitation recommendations
- Plan sheets providing basic concepts for roadway and bridge rehabilitation
- Preliminary Maintenance of Traffic Plan
- Preliminary Opinion of Probable Cost

The MSG Team will schedule a meeting with the City, and other stakeholders at the appropriate time, as directed by the City, following submittal of the Study Package to review all study information. The goal of the review meeting is to identify, from the study information provided, the single most cost effective and viable solution for this project.

Following review and approval of the design by the City, the Team will begin development of the Preliminary Plan submittal.

3.9 Phase 2 – Preliminary Plan Development

Following approval by the City of the single most cost effective and viable solution to be utilized for rehabilitating the bridge and roadway MSG will begin development of the preliminary plan set.

MSG will contact and work with utility companies who have facilities on or near the bridge. We anticipate sending the basic plan drawing of the site to the utility companies to verify the location of their facilities. This information will be documented and incorporated into plan development as the project progresses.

The purpose of the utility coordination is to identify existing and proposed utility owners, locate their facilities, identify conflicts and develop a solution. Then assist the utility in resolving their conflict in a time frame that works with the proposed construction schedule. This assistance may include staking proposed work or ROW, providing design files or cross sections and develop protection details. We will work with the City to notify all the utilities in the area and request information. Some utilities may not be impacted during the rehabilitation of the bridges.

The MSG Team will assist the City with all meetings, providing the utility companies with information, identifying conflicts, developing resolutions and documenting this information. A utility matrix will be developed that identifies

the utility, their facility location, if a conflict exists, resolution of the conflict, and a schedule for the utility relocation. This can be reviewed at the progress and utility meetings. We will develop a colored specific utility map which can be used at meetings and by construction to identify conflicts and the locations of specific utility companies. A field review with the City and this map will be performed. Where conflicts cannot be resolved through design mitigation, the utilities will be clearly advised on what conflicts they will need to mitigate through adjustment or relocation of their facilities.

The first utility coordination meeting will be held between the Structure Study/Base Plan review and the Preliminary Plan submittal once plans are approximately 50% complete to outline these conflicts to the utility owners. Additional utility meetings will be held to facilitate resolving utility issues and to insure utility owners are progressing towards preparation for any needed relocations. Resolution of all conflicts is documented, and utility relocation cost estimates are fine-tuned and submitted to the project team.

The MSG Team will contact and coordinate with other local and regulatory agencies. Currently we anticipate coordination with the MDNRE, ACOE, SHPO, MCDC, MDOT, as well as others. In addition, the MSG Team will continue with coordination meetings with the City and other Stakeholders, as requested by the City.

Development of the plan set will encompass input from the utilities, and local and regulatory agencies.

The Preliminary Plan Package will include the following information:

- Plan Sheets
 - Title Sheet
 - Maintaining Traffic Concept
 - Typical Sections
 - Roadway Plan and Profile
 - Intersection Details (at Front Street and Elm Avenue)
 - General Plan of Site
 - General Plan of Structure
 - Abutment Repair Details
 - Pier Repair Details
 - Superstructure Details
- Special Provisions
- Updated Opinion of Probable Cost

We anticipate 2 weeks for the COM to review the package and return comments to MSG. MSG will coordinate a review meeting at the appropriate time following submission of the Preliminary Plan Package. Following approval of the Preliminary Plan Package MSG will begin development of the Final Plan Package.

3.10 Phase 3 – Final Plan Development

All modifications and comments from the preliminary plan review will be addressed and incorporated into the final plans. MSG will continue development of the plans and specifications ready for bidding. We anticipate that the Final Plan Package will include the following:

- Plan Sheets
 - Title Sheet
 - Maintaining Traffic Concept
 - Typical Sections
 - General Notes and Roadway General Summary
 - Roadway Plan and Profile
 - Intersection Details (at Front Street and Elm Avenue)
 - General Plan of Site

- General Plan of Structure
- Abutment Repair Details
- Pier Repair Details
- Superstructure Details
- Reinforcement Schedule & Estimated Bridge Quantities
- Special Provisions
- Updated Opinion of Probable Cost

We anticipate 2 weeks for the COM to review the package and return comments to MSG. MSG will coordinate a review meeting at the appropriate time following submission of the Final Plan Package.

3.11 Phase 4 – Final Deliverables

MSG will incorporate all modifications and comments from the Final Plan review into the plan set. Final deliverables will include:

- Full Set of Plans on Bond Media
- Full Set of Plans in Electronic Format (AutoCad – Current Version)
- All Frequently Used and Unique Special Provisions
- Design Calculations in PDF format
- Final Cost Estimate
- All information in electronic format provided on CD

3.12 Management/Quality Practices

MSG'S formal Quality Program (QP) is a pro-active program designed to ensure quality services and deliverables that meet or exceed our clients' expectations and are provided throughout the lifecycle of a project. Our QP sets forth internal management practices and controls for monitoring and directing MSG personnel in the process of defining, designing, developing, implementing, constructing, testing, evaluating, and presenting Contract deliverables for projects. MSG's QP is a living document that is updated frequently, based on the needs of the specific service area.

The policy objective for quality at MSG is to ensure that the technical and administrative quality processes and procedures are uniformly implemented and improved, as necessary, to achieve the following:

1. **Client Satisfaction** – Understand and meet the requirements of clients while exceeding their service expectations.
2. **Employee Commitment & Integrity** – Invoke a sustained total commitment to quality and ethics at all levels from the CEO down throughout the company.
3. **Continuous Improvement** – Minimize the potential for problems to occur and implement enhancements when appropriate to improve quality, efficiency, and financial performance.

Quality Assurance (QA): Quality assurance is the process of using formal and written procedures which critique the existing QC processes and tools. QA is progressive in analyzing QC and in spurring necessary protocol enhancements.

Examples of Quality Assurance in use:

- Quality Interview Forms – Project Start & End
- Project Start-up Meeting where the Project Manager affirms that the staff will be using the quality tools and processes necessary.
- Yearly update of the MSG Construction Inspection Manual for MDOT Projects
- Staff suggestions for modifications / improvements for delivery of products to project managers and senior management.
- Periodic research of new technologies (e.g., software) and competitive benchmarking.

Quality Control (QC): Quality control is the process of using a formal and written procedure or set of procedures intended to ensure that our services adhere to a defined set of quality criteria and meets the requirements of our customers.

Examples of Quality Control in use:

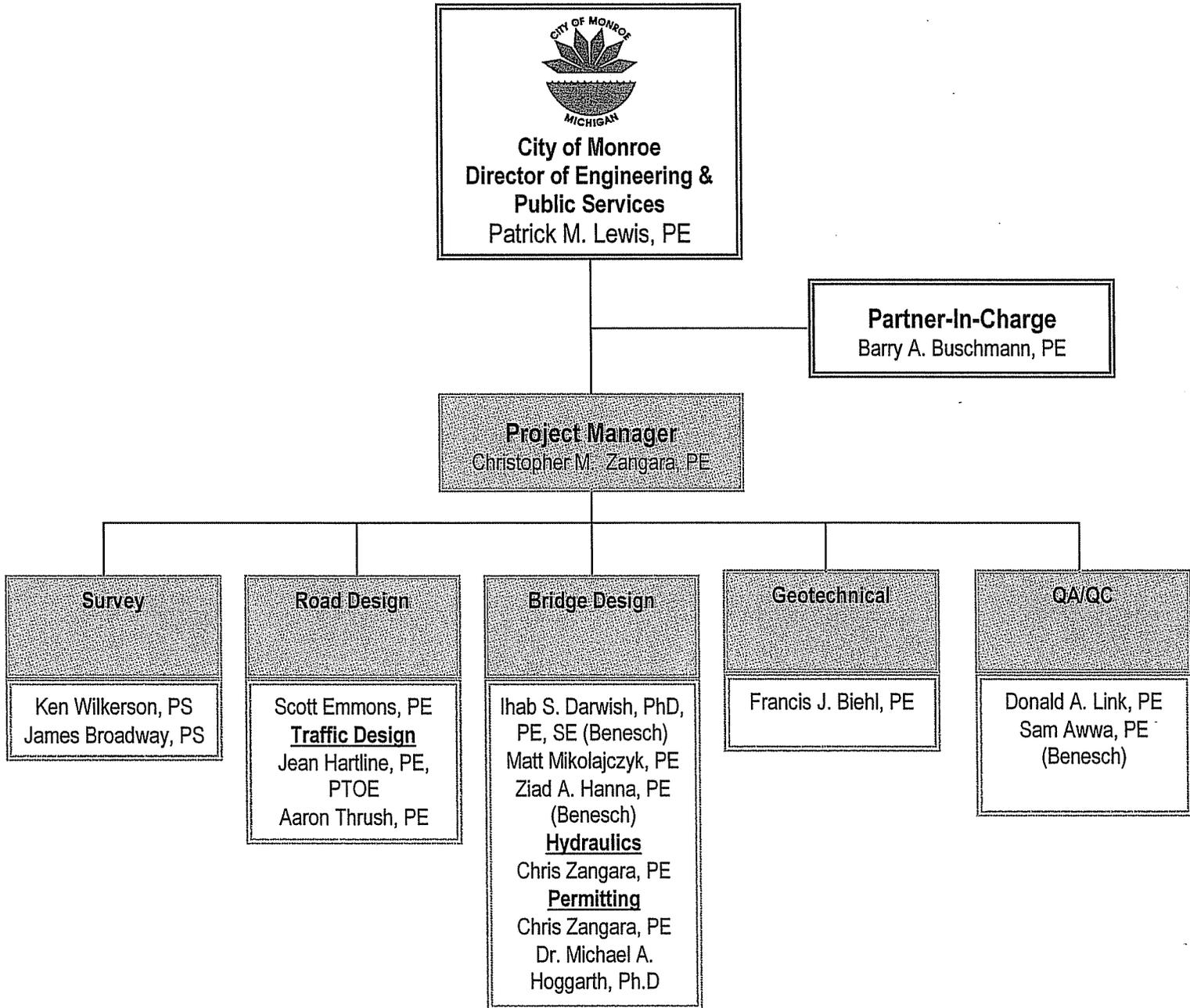
- Project Management Manual
- Numerous checklists, flowcharts and other tools

Quality Control Plan (QCP): The quality control plan is our active overall strategy to use both the QC and QA processes. Defining and communicating the expected level of quality is extremely important to MSG. The best way to eliminate quality problems is to minimize mistakes with good planning and the necessary support. Here are five ways defined in MSG's Project Management Manual to achieve the highest level of quality:

1. **Know your team** – to overcome the quality problems often associated with a less-than-perfect team, the PM will review each individual and identify his or her strengths and weaknesses, then use these traits to the project's best advantage.
2. **Plan to work in a logical sequence** – Every project has a natural sequence of activities that leads to the greatest efficiency and quality on the job. Deviations from this natural sequence introduce errors that cost time and money to correct. After determining the natural sequence of activities, the PM can estimate more easily the impact of changes throughout the project. Changes can be made at relatively low cost during the early stages of the projects; once the production effort is in full swing; however, even minor change potentially generates many costly errors.
3. **Anticipate Problems** – At the end of each project meeting, spend 10 minutes and ask your team members the following question: "What can go wrong that will hurt the quality of this project?" List all the responses on a note pad and ask for ideas that can prevent the problems or mitigate their impact. Distribute this list to everyone on the team, especially to those who did not attend the meeting. Keep these lists in the project files and refer to them prior to project reviews with your management and the client.
4. **Stay Close to the Work** – Purposely visit with everyone on the team at least once a day to monitor progress and outstanding issues. Such routine observation uncovers quality problems as they occur and allows for correction before major rework becomes necessary.
5. **The Principle of Single Statement** – Every time the same piece of data or information is repeated, the odds increase that an inconsistency will occur. The more times an item of information appears, the harder it is to ensure that the impact of a future change can be fully identified. The best way to avoid this problem is to adopt the principle of single statement; in other words, "Say it once, be sure it is right, and don't say it again." The principle of single statement is always controversial but by carefully planning where to show each item of information, you can make the information easier to find.

4.0 EXPERIENCE OF PERSONNEL & PROJECT ROLES

4.1 Organization Chart for the Macomb Street Bridge Project



We have a proven and successful track record performing Road and Bridge Design services for not only municipalities and their various departments, but also with MDOT. We have consistently over the past several years received high performance scores in MDOT's "Consultant Vendor Performance" database. Our staff has a well-organized, formal QA/QC approach that is tailored around Federally-funded project protocols. In addition, we customize our project delivery, as needed for the unique requirements of our local agency clients' Federally-funded road and bridge projects.

MSG has several bridge designers with various levels of experience in design, inspection, and load rating vehicular, rail and pedestrian bridges. In addition many of our structural engineers have design and inspection experience with non-bridge related structures such as petroleum tanks, buildings, foundations, and various earth retaining systems. MSG has one staff member who has completed the NHI Course No. 130055A "Safety Inspection of In-Service Bridges" required by MDOT to perform safety inspection work. This individual also has over 16 years of bridge design and inspection experience, and is a licensed PE in the state of Michigan. MSG has other staff members who have taken an equivalent course to the NHI course and has over 18 years of bridge inspection experience and is a licensed PE in the state of Ohio. All of MSG's bridge designers have varying levels of bridge inspection training and experience including short, medium and long span bridge inspections. Several of MSG's bridge staff members are also qualified to be "Team Leaders" as defined in the National Bridge Inspection Standards (NBIS) having a minimum of 5 years of experience in bridge inspection, are registered professional engineers, and have taken a comprehensive bridge inspection course based on the "Bridge Inspector's Reference Manual".

MSG has several staff with more than ten (10) years experience in the design of roads and bridges. We have included several resumes for our road and bridge staff; however, we want to highlight below staff that serve in key *lead* roles on our road and bridge projects in Michigan – particularly the projects that are for MDOT or for local agencies that require MDOT standards to be followed. They include:

Barry A. Buschmann, PE (Partner-in-Charge) - From his years as a County Engineer, Mr. Buschmann has an intimate knowledge of roadway and bridge design. He is well versed in all aspects of project development, federal, state and local funding, roadway and drainage design, maintenance of traffic and right-of-way plans, bidding, and construction management. He has served in the capacities of design engineer, project manager, project quality assurance and quality control (QA/QC) officer and project director for municipal, county and Michigan Department of Transportation (MDOT) projects.

Christopher M. Zangara, PE (Project Manager) – Mr. Zangara has over 16 years of bridge design and inspection experience throughout his career. He is qualified as a Team Leader in accordance with 23 CFR 650, and routinely performs safety inspections as well as in-depth and special inspections for various types of bridges throughout Michigan and Ohio. Mr. Zangara has also performed inspections for the purpose of rehabilitating non-structural features of several existing movable bridges including Charlevoix Bascule Rolling Lift Bridge, Houghton-Hancock Vertical Lift Bridge, and Grand Haven's Bascule Rolling Lift Bridge. Mr. Zangara has completed the NHI 80 hour training course No. 130055A, Safety Inspection of In-Service Bridges presented by MDOT. Mr. Zangara is an expert with the development of contract plans and specifications for the construction and rehabilitation of bridge infrastructure projects. He has an intimate knowledge of the policies, specifications and standards required for bridge projects for public agencies, including Federally-funded projects overseen by MDOT. Mr. Zangara's designs have encompassed steel, reinforced concrete, 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 structures 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.

Matthew Mikolajczyk, PE (Bridge Design) - Mr. Mikolajczyk has aided in the design of both conventional and prestressed concrete members (slabs, box beams, and I-beams), and steel members (both rolled beams and plate girders). Mr. Mikolajczyk also has experience in the design and analysis of retaining wall systems (including concrete

cantilever, soldier pile & sheet pile walls). His has also aided in the hydrologic and hydraulic analyses associated with backwater computation for bridge design and drainage projects. Mr. Mikolajczyk is knowledgeable with the national AASHTO and AREMA specifications, the API 650, and MDOT standards and procedures for the design of bridges. Mr. Mikolajczyk is also currently a certified nuclear gauge tester. Mr. Mikolajczyk has performed and provided support for routine bridge inspections as required by 23 CFR 650. Work related to the routine inspections includes inspection of all components of the bridge and surroundings, documentation of the findings using MDOT BSIR and CSIR forms, and providing updated condition ratings utilizing MBIS. Mr. Mikolajczyk has an MS in Science of Civil Engineering and has completed extensive studies on the use of carbon fibers for strengthening concrete elements.

Ihab S. Darwish, PhD, PE, SE - of Benesch will lead the design of the new superstructure. Mr. Darwish has over 17 years of experience and has served as project manager on several MDOT projects. He has developed plans and specifications for bridge works in Michigan varying from complete reconstruction and rehabilitation to design of new bridges. He also designed several innovative structures in Michigan, including the first hybrid steel plate girder bridge, the first precast concrete cantilever retaining wall system, and the first medium span modified steel tied arch bridge. His previous Michigan experience include the substructure design of the Black River Bridge in Ct. Clair County, the design of the 36th Street Bridge over US-131 in Grand Rapids, College Avenue bridge over I-196 in Grand Rapids, eastbound and westbound I-196 bridges over CSX railroad in Grand Rapids, rehabilitation design of five bridges along EB and WB I-196 in Grand Rapids, Detroit River International Crossing bridge study, and I-94 over US-24 arch bridge in City of Taylor. He is knowledgeable of MDOT, AASHTO LRFD, and FHWA policies, procedures, and design standards. Mr. Darwish's past experience provided him with the managerial expertise needed to address many project components simultaneously and anticipate challenges.

Ziad A. Hanna, PE (Sr. Bridge Design Engineer) - Ziad A. Hanna joined Alfred Benesch & Company in July of 2006 with eighteen years of experience in the following areas: Finite element modeling, analysis and design of bridges, Design of post-tensioned *concrete structures*, *Bridge inspection & Rehabilitation*, *Load Rating of existing bridges*, *Seismic analysis & design of new bridges*, seismic assessment of existing bridge structures, Designs build of highways & bridges, Constructability & Construction management, Analysis, design and project management of industrial structures. Prior to joining Benesch, Mr. Hanna worked in Canada in design build of highways and bridges projects as project engineer with a consulting firm. Mr. Hanna currently is responsible for performing analysis and design of new bridges; he is responsible also for the load rating of many types of existing bridges in Michigan. Mr. Hanna is knowledgeable in the use of the following manuals & guides: AASHTO Manual for the Condition Evaluation of Bridges, the Michigan Structure Inventory and Appraisal Coding Guide, the Michigan Bridge Analysis Guide, and the MDOT Bridge Design Manual. He is familiar with NBI Reports, SI&A forms, and core element ratings.

Sam Awwa, PE - of Benesch will be the lead bridge QA/QC. Mr. Awwa has over 21 years of MDOT bridge experience. He is very knowledgeable of MDOT, FHWA and AASHTO practices, guidelines and standards. Mr. Awwa worked for 12 years with MDOT at various capacities all related to bridge design, inspection and construction. Since joining the private sector, Mr. Awwa has served as a Project Manager, Lead Bridge Engineer or QC Bridge Engineer on numerous MDOT bridge projects. Some of the projects he worked on were recognized for their exceptional quality and won awards. One of these projects is the I-94 reconstruction from Rouge River to Wyoming which included 17 bridges. This project won ASCE Michigan Section 2006 Outstanding Civil Engineering Achievement Award.

Scott Emmons, PE (Road Design Engineer) - Mr. Emmons leads MSG's MDOT/Federally-funded roadway projects and has experience in the design of interstate highways, interchanges, major surface arterial roadways, and local streets. He has worked for state (MDOT), county, local municipal, and private clients. His experience includes interchange reconfigurations, widening projects, pavement replacement projects, rehabilitation projects and bridge approaches. He is knowledgeable in pavement design, roadway design, plan preparation and maintenance of traffic. He is well versed on relevant roadway design standards including MDOT, AASHTO, FHWA, ADA and MDEQ requirements.

Jean M. Hartline, PE, PTOE (Traffic Design) - A well-known and respected transportation engineer, Ms. Hartline has more than 25 years of experience in the area of traffic engineering. She is well versed with WCDPS and MDOT standards and procedures for the development of transportation projects. Her curriculum includes development of geometrics for interchanges, major highways and large private development projects; interchange modification/justification studies; traffic signal system design; transportation master; access management plans; and preparation of environmental documentation for major transportation projects. Due to her recognition as a traffic expert, she is regularly asked to conduct public presentations before planning commissions, city councils, county commissions, other public forums and private clientele. Ms. Hartline has partnered with MDOT for the safety presentations at the ACEC/MDOT Partnering Conference in February 2005 and the OTEC Conference in October 2005.

Aaron Thrush, PE (Traffic Design) - As a transportation engineer, Mr. Thrush specializes in the areas of traffic engineering to assure effectively planned traffic flow and operational conditions are realized. Early in his career he has established considerable experience through intensive involvement and responsibility for projects of varying scale and type in both the public and private sectors. In the development and performance of transportation projects, he is accustomed with the specific standards and procedures of ODOT and MDOT, as well as other established professional practices or standards such as ITE. Working relationships with other well-known, respected, and experienced transportation engineers have afforded unique mentoring opportunities which provide Mr. Thrush with a high level of attention to technical detail, yet an awareness and perspective for the overriding project and/or community objectives at hand.

Kenneth S. Wilkerson, PS, PE (Surveyor) - Mr. Wilkerson has more than 40 years experience in land surveying and construction layout. His current duties include the management of survey operational issues for all of Michigan as well as the leading formal QA/QC program for all of the MSG survey services. Mr. Wilkerson has extensive experience in boundary surveys, topographic surveys, GPS and construction layout for use in the design and construction of various project types including freeway, boulevard, five-lane primary road, industrial and residential road design, photogrammetric control, subdivisions and site condominiums. He has worked on and supervised all facets of these surveys including geodetic control, horizontal and vertical control, alignment, mapping, property, and utilities. Additionally, Mr. Wilkerson's considerable experience includes working with both public and private clients.

James A. Broadway, PS (Surveyor) - Mr. Broadway has more than 40 years of experience in land surveying, 20 years in the field, running a survey crew and 20 years in the office as manager of the survey department. His current duties include the management of multiple survey crews in the Maumee, Ohio office. Mr. Broadway also has extensive experience in boundary surveys, topographic surveys, GPS and construction layout for use in the design and construction of major projects including highways, bridges, railroads, utilities, commercial sites and subdivisions. He routinely uses state-of-the-art equipment including electronic total station with data collector, GPS, Automatic Level, Tech Mac, Eaglepoint, MicroStation and AutoCAD software.

Staff Availability

The above referenced project team of the Mannik and Smith Group and Benesch hereby certify that the personnel listed above and provided in the Organizational Chart have adequate time to meet the project time line and delivery dates, as provided in the Project Schedule. Further, the personnel, as provided in the costing spreadsheets in Appendix E have the availability of hours for their respective tasks.

5.0 PAST EXPERIENCE ON SIMILAR PROJECTS

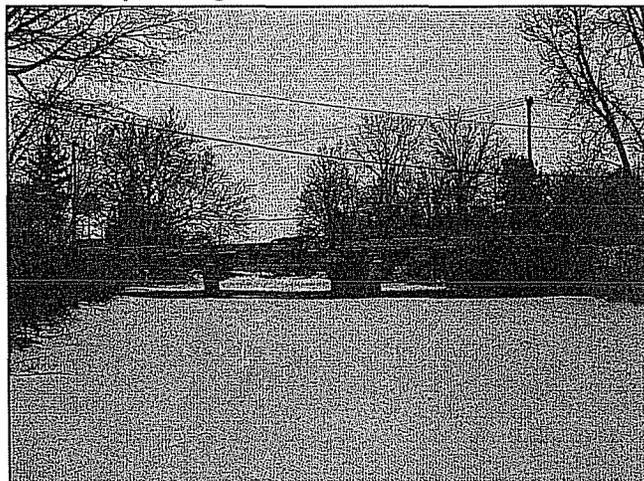
5.1 Local Project Experience & Familiarity

The Mannik & Smith Group has had offices in Monroe for the past 22 years, providing services to the City of Monroe, MDOT, Monroe County Road Commission, Monroe County Drain Commissioner and numerous Townships and other local cities and villages. MSG fully understands all City and pertinent local agency requirements for this project, including MDOT and MDNRE specifications and requirements. MSG specializes in providing services to local agencies, cities, villages and townships throughout southeast Michigan.

5.2 Past Experience Project Summaries

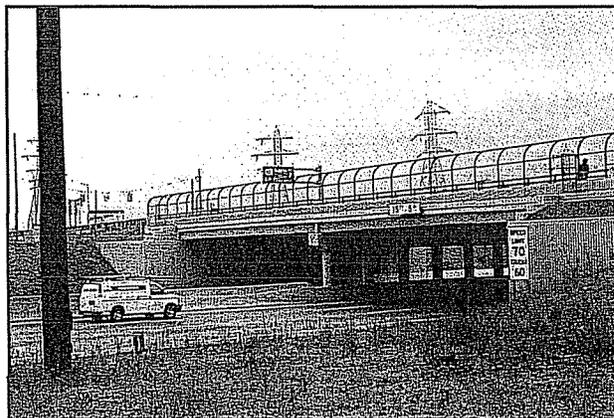
North Dixie Highway over Stony Creek – Frenchtown Charter Township, Michigan

Rehabilitation of an existing 3 span 40'-40'-40' prestressed concrete side by side box beam bridge. The existing superstructure was completely removed and replaced. Hammer head type extensions were designed and constructed at the ends of both piers to accommodate the newly widened superstructure. The abutment seats were rehabilitated to accommodate the new cross slope and profile. All work was performed above the surface of the water which eliminated any disturbance to the creek bed. A MDNRE/ACOE joint permit application was developed and submitted, engineering methods included: precast side by side concrete box beam, MDOT/AASHTO Specifications, analyze for Class A overloads and MDNRE permit requirements.



Replacement of M-11 (28th Street) Bridge over US-131 – Kent County, Michigan

Alfred Benesch & Company was retained by the Michigan Department of Transportation to replace the existing M-11 Bridge over US-131 (S09 of 41131) in the City of Wyoming, Kent County, Michigan. Design work consisted of bridge replacement, maintenance of traffic, and upgrading the traffic signals. The bridge is located at a busy interchange with high traffic volume. The existing bridge is a four-span that was constructed in 1954. The total length of the existing bridge was 170 feet. The existing superstructure is simply supported W30 steel. The existing out-to-out deck was 92'-6". The new bridge is a two equally spans with full height abutments. The total bridge length is 148'-0". The superstructure consists of 27" PPC spread box beams, which are spaced at 4'-11" on centers. The bridge is 93'-9" wide and carries six 11'-0" lanes with two 2'-0" minimum shy distances and one 8'-0" sidewalk.



The bridge span length was increased to accommodate an additional 12'-0" ramp lane in each direction of US-131. An approximately 17'-6" shoulder was maintained between the edge of ramp lane and the face of the abutment to accommodate full width median shoulders when US-131 is reconstructed. The profile grade of M-11 was raised by approximately 6" so that the bridge can meet the 14'-6" minimum vertical clearance required. Due to the profile raise, the terminals of exit and entrance ramps to US-131 located on the east and are rehabilitated. The bridge was reconstructed using part-width construction. During each

construction stage a minimum of one lane was maintained in each direction. Benesch construction assistance included shop drawing review, and additional technical services as required.

Winchester Street Bridge Rehabilitation – City of Monroe, Michigan

The Winchester Street Bridge, an existing 500-foot long 5'- span multi-girder prestressed concrete I-Beam superstructure supported by reinforced concrete abutments and wall piers founded on bedrock, was inspected as part of the routine biennial bridge inspections required by the Federal government in accordance with the Code of Federal Regulations 23 CFR 650 and was shown to have deteriorated beam ends, substandard bearings, delaminating and spalling concrete from the substructures, and insufficient deck joints. Following inspection and a load rating analysis, the bridge was posted for single, two-unit and three-unit safe load carrying limits.

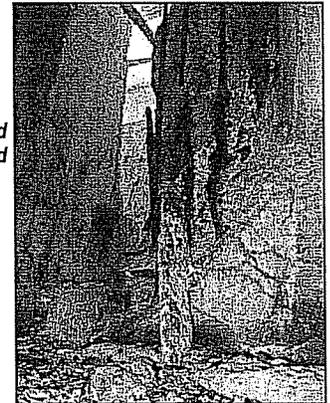
The Mannik & Smith Group, Inc. (MSG) was contracted by the City of Monroe to rehabilitate the existing bridge. Replacement of the superstructure was found to be cost-prohibitive. Pre-stressed concrete beam end repair details were developed in accordance with the latest details provided by the Michigan Department of Transportation. The beam end repairs consist of removing all loose and deteriorated concrete from the beam ends, replacing deteriorated reinforcing steel, adding new reinforcing steel, and casting new beam ends.

The existing elastomeric bearings were found to be smashed. The new elastomeric bearings were designed to meet current AASHTO guidelines. The pier and abutment seat elevations were adjusted to accommodate the new bearing thicknesses. The existing compression seal joints were not functioning properly. New steel deck joint extrusions and elastomeric strip seals were used to replace the compression seals. The existing independent backwalls were eliminated and replaced with dependent concrete end blocks to eliminate the joints over the abutments. All beams are being jacked-in-place and temporarily supported during construction.

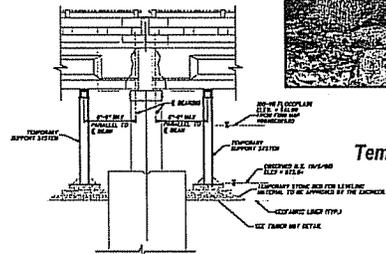
MSG worked with the MDEQ and MDNR to provide requirements for locating, removing and replacing Mollusks found near the bridge.

Michigan Avenue over Mason Run Drain – City of Monroe, Michigan

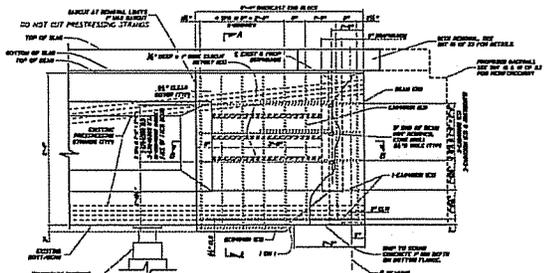
Michigan Avenue over Mason Run Drain Bridge consisted of a reinforced concrete deck slab support by reinforced concrete walls and spread footings. A localized failure of the concrete deck and partial closure of the bridge created the need for the bridge to be inspected.



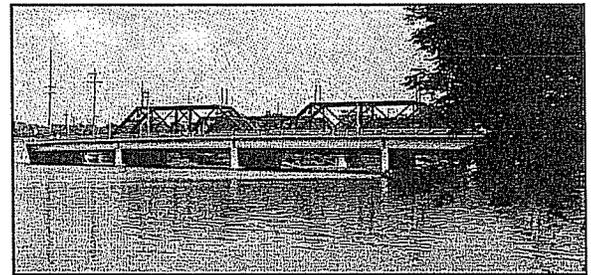
Typical Deteriorated Beam End



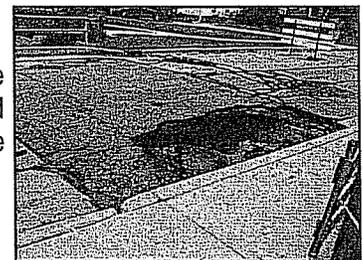
Temporary Support



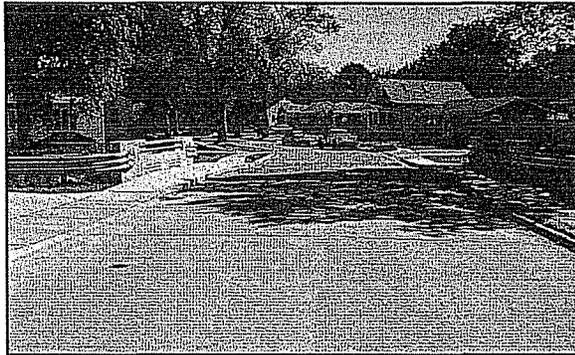
Proposed Overcast End Block



Winchester Street Bridge West Elevation



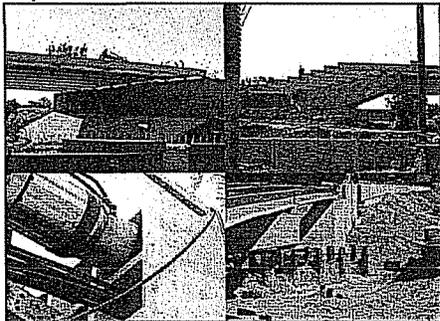
The Mannik & Smith Group, Inc. (MSG) was contracted by the city to perform an in depth inspection of the bridge to determine options for rehabilitation. Following inspection of the bridge a comprehensive report with alternatives associated with cost were developed and provided to the city for review. A replacement structure consisting of a precast concrete 3-sided culvert on strip footings was deemed to be the most cost effective long term solution. A hydraulic analysis was performed using HEC-RAS. Since the drainage area upstream of the crossing was greater than two square miles, discharge estimates were obtained from the MDNRE. MDNRE Permitting was also performed. An existing pedestrian bridge on the west side of the roadway bridge was removed as part of this project. Design and plan development



of the new crossing was developed including specifications for construction, special provisions, quantity calculations and cost estimates using MERL. MSG worked with the city of Monroe to generate bid documents, and assisted the city during bidding to answer questions from contractors.

MSG also provided construction oversight, testing and inspection during the construction phase. MSG was responsible for documentation of progress including quantity verification, the use of approved materials, and completion of As-Built drawings.

Replacement of Eastbound and Westbound I-196 Bridges over the CSX Railroad – Grandville, Michigan

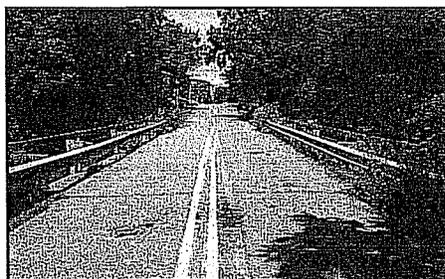


Benesch was retained by the Michigan Department of Transportation to replace and widen the existing eastbound and westbound I-196 bridges over CSX railroad. The two bridges are located in Kent County, Michigan. The proposed structures provide three 12'-0" lanes with a 12'-0" outside shoulder and a 10'-0" median shoulder. The out-to-out slab fascia width is 61'-2" measured perpendicular to the bridge construction centerline. The clear roadway width is 58'-0". One of the major issue for this project was to provide 23'-0" vertical clearance over the CSX railroad. This required a shallow depth beam. For the eastbound bridge, and in order to provide for the minimum vertical clearance required, hybrid steel girders

were used. In this system, Grade 70 steel is used in the flanges over the piers to reduce cost and construction depth. The eastbound bridge is a four-span continuous plate girder superstructure with no skew. The bridge is 591'-4" long with a maximum span length of 172'-5" and girder depth of 49". The westbound bridge is a twospan continuous plate girder superstructure with a 30 degree skew. Each span is 110' feet long. The girder depth is 34.5". For the eastbound bridge, one hammerhead pier was made integral with the superstructure beams to increase the vertical clearance. The piers for both bridges are post-tensioned hammerhead piers. The pier caps are 77' long with 34'-5" cantilever. Due to the voids located in rock, Micropiles were used to support the piers and abutments.

Wilcox Road over Macon Drain

The Mannik & Smith Group, Inc. (MSG) was selected to provide Engineering Services for bridge and approach roadway reconstruction for the Monroe County Road Commission (MCRC).



MSG Services included development of construction plans for the removal of the existing 37' single span superstructure, complete removal of existing substructure, construction of temporary cofferdams, installation of a driven pile foundation, construction of new curtain wall abutments, and construction of a new 61' single span, side by side

prestressed concrete box beam superstructure.

A hydraulic analysis was performed and, an MDEQ Joint Permit was developed and obtained prior to construction. Approximately 720' of approach work, including new HMA pavement was constructed. The bridge was designed for AASHTO HS-25 Live Load, and analyzed using Michigan analysis vehicles and Michigan Overload vehicles. Project funding was provided through MDOT's Local Bridge Program.

Petersburg Road over Bear Swamp Creek – Milan, Michigan

The Mannik & Smith Group, Inc. (MSG) was selected to provide Engineering Services for bridge and approach roadway reconstruction for the Monroe County Road Commission (MCRC).

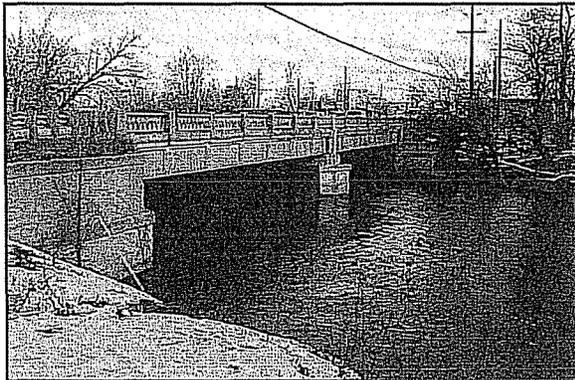
MSG Services included development of construction plans for the removal of the existing 25' single span multiple steel beam superstructure, complete removal of existing substructure, construction of temporary cofferdams, and construction of a single cell 24 foot span 3-sided culvert founded on strip footings.

A hydraulic analysis was performed and, an MDEQ Joint Permit was developed and obtained prior to construction. Approximately 200' of approach work was constructed. The bridge was designed for AASHTO HS-20 Live Load. Project funding was provided by Milan Township.



US-24 Bridge over the Huron River – Flat Rock, Michigan

The Mannik & Smith Group, Inc. (MSG) provided design and survey services to prepare construction documents for the replacement of the two span structure on US-24 over the Huron River in Flat Rock, Michigan.



This bridge was completely removed and replaced with a two span pre-stressed (continuous for live load), composite, concrete structure. Design also included full height reinforced concrete cantilever abutments, reinforced concrete return walls, and spread footing design keyed into bedrock. Hydraulic backwater analysis and temporary cofferdam layout proved to be very challenging and unique aspects of this project. Factors contributing to this included the existing unsymmetrical substructure units (including the pier being constructed along a curve), a man-made canal intersecting the river at the upstream face of the structures, a pedestrian structure over the river upstream of Telegraph Road, and

shallow bedrock. Traffic during construction will be maintained utilizing part-width construction methods.

In addition to the unique design aspects, coordination was required with all local agencies involved with the project as well as several utility companies to minimize disruption of service for the utility customers.

East Elm Avenue Greenway Project – City of Monroe, Michigan

The Mannik & Smith Group, Inc. (MSG) was hired to provide survey and design services to the City of Monroe for this special earmark funded project.

The City had a desire to extend the Elm Avenue Greenway to link a segment built in 2009 near the historic River Raisin Battlefield to the Dixie Highway intersection with Elm Avenue. There were three main obstacles which

prevented this from being a simple undertaking. The first was that the project needed to cross two railroad tracks, the second was that the existing intersection grades made ADA compliance impossible and the third was that the design had to be completed and approved in 4 months to take advantage of the available funding before it expired, and to take advantage of the existing closure of the Winchester Bridge (which was under repair).



MSG completed the survey and design of the project including a Diagnostic Safety Team Review (DSTR) for upgrades to the railroad warning system, a Grade Inspection (GI) Meeting with MDOT, and final review by MDOT to allow the project to begin construction in the fall of 2010.

The design included:

- ❖ 1600' of new pathway extending the City's pathway system,
- ❖ Reconstruction of the intersection of Elm/Winchester and Dixie Highway to improve rideability and allow the pathway to be ADA compliant,
- ❖ Upgrades to the existing traffic signal to include pedestrian signals for the pathway crossings, and addition of disappearing legend signs to improve railroad crossing safety and
- ❖ Upgrades to the railroad warning devices to improve railroad crossing safety.

MSG completed the design in time to allow the project to be constructed as originally scheduled, taking advantage of the City's expiring funding source and coordinating with the closure of the Winchester Bridge (thereby reducing inconvenience to public which two construction seasons would have done). The design was contained within the existing ROW (or City owned property) thereby avoiding delays related to property acquisition or grading permits, avoided any historic impacts to the storied historic sites along this route, and accommodated all railroad needs to keep the railroad approval process to a minimum.

6.0 PROJECT SCHEDULE

The proposed project schedule complies with the requirements of the RFP and is located in Appendix C.

7.0 COST

Base Fee	\$132,757.00
Structure Study	\$ 11,380.00
Supplemental Fees	
Traffic Study	\$ 4,619.00
Hydraulic Modeling*	\$ 15,202.00
Mollusk Survey	\$ 7,832.00

* Cost includes topographic survey of channel with multiple cross sections upstream and downstream sections as well as the survey of the immediate upstream and downstream structures. Reference information provided in Hydraulic / Permitting Section 3.6.

7.1 Assumptions

1. Work to complete the supplemental services will be executed following authorization from the City.
2. Geotechnical work is not anticipated to be required for this proposal.
3. Environmental assessments or delineations are not required.
4. Plan Sheet Format and development will be similar to other projects completed by MSG for the City.

8.0 OTHER PROVIDED SERVICES

8.1 Construction Management

MSG has assisted the City of Monroe throughout the construction phase of multiple roadway and bridge reconstruction and rehabilitation projects over the past several years. MSG's experience in contract administration, construction inspection and materials testing on projects similar to this for the City, MDOT, and other local agencies in southeast Michigan on state and federally-funded projects is an example of the experience that MSG can lend to the City during the construction phase of this project. MSG's proximity to the project will allow MSG to be highly efficient and cost effective in the management and inspection of this work in a manner to ensure the quality workmanship that the City expects.

MSG can provide comprehensive construction management services that will compliment our design services contract, similar to the services provided for the Winchester bridge rehabilitation project. Our knowledgeable designers will assist our construction team to assure that all design related issues that arise during construction are addressed in a timely and cost effective manner. Our design team often makes regular visits to the project site during construction to meet with construction inspectors to respond to any questions or observe the construction activities. Our proximity to the project site allows this interaction and response within minutes from our office.

MSG is MDOT prequalified in all categories of survey, bridge and roadway construction management and inspection services required for this project.

8.2 Geotechnical

MSG has the capability of providing a full service geotechnical investigation and analysis as necessary. MSG owns and operates a track mounted Geo-Probe drilling machine that could be deployed to perform shallow or deep boring and obtain in-situ soil data for use with the design. With bedrock being very shallow the Geo-Probe can also be utilized for locating the top of rock. MSG also has an internal lab where samples are evaluated to determine a wide array of soil properties. Pavement cores can also be obtained and utilized to assist in design. We do not currently believe that soil data will be required since our goal is to minimize any widening of the existing bridge. However, if widening is required and geotechnical information is necessary we will provide these services when authorized by the city.

BASE FEE

Macomb Street Bridge Rehabilitation

CONSULTANT NAME
Mannik & Smith Group, Inc.

Direct Labor:

<u>Classification</u>	<u>Person Hours</u>	x	<u>2011 * (#243) Hourly Rate</u>	=	<u>Labor Costs</u>
PRINCIPAL BAB	20		\$130.00		\$2,600.00
ALFRED BENESCH (SD)	12		\$169.92		\$2,039.04
ALFRED BENESCH (ZH)	40		\$118.08		\$4,723.20
ALFRED BENESCH (SA)	2		\$161.28		\$322.56
ALFRED BENESCH (JC)	8		\$106.26		\$850.08
ALFRED BENESCH (ET)	18		\$69.12		\$1,244.16
ENGINEER V SMP	166		\$119.00		\$19,754.00
ENGINEER IV	221		\$108.00		\$23,868.00
ENGINEER III	426		\$97.00		\$41,322.00
ENGINEER II	0		\$86.00		\$0.00
TECHNICIAN V	40		\$87.00		\$3,480.00
TECHNICIAN IV JAG / JL / JW	40		\$70.00		\$2,800.00
TECHNICIAN III RSP / JS	298		\$60.00		\$17,880.00
TECHNICIAN II	0		\$50.00		\$0.00
TECHNICIAN I	0		\$42.00		\$0.00
SURVEYOR III	8		\$115.00		\$920.00
SURVEY CREW (2-MAN)	66		\$138.00		\$9,108.00
SURVEY CREW (3-MAN)	0		\$173.00		\$0.00
ADMIN II	8		\$51.00		\$408.00
Total Hours =	1,373			Total Labor	\$131,321.44

OVERHEAD:

Total Labor (From above):	\$131,321.44	x	0.00 %	=	Total Overhead	\$0.00
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DIRECT EXPENSES:

Copies (8.5x11) (Insp Notes, Rpt, Surv, etc)	1500	@	\$0.20	=	\$300.00
Color Copies (8.5x11)	100	@	\$1.50	=	\$150.00
Ledger (11x17)	500	@	\$0.50	=	\$250.00
Bond Paper (5X30)	150	@	\$1.50	=	\$225.00
Mylar	0	@	\$15.00	=	\$0.00
Binders	3	@	\$5.00	=	\$15.00
Travel (Mtg, Survey)	150	@	\$0.510	=	\$76.50
Travel (Alfred Benesch)	720	@	\$0.500	=	\$360.00
Per Diem	0	@	\$50.00	=	\$0.00
CD ROM	3	@	\$3.00	=	\$9.00
Joint Permit Fee	0	@	\$2,050.00	=	\$0.00
Wetlands Det. Fee	0	@	\$200.00	=	\$0.00
Other Environmental Fees	0	@	\$95.00	=	\$0.00
Geotech Investigation	0	@	\$0.00	=	\$0.00
Traffic Control Devices	0	@	\$4,000.00	=	\$0.00
Survey Staking Equipment (\$100/mile)	0.50	@	\$100.00	=	\$50.00
Gator Use (Days)	0.00	@	\$100.00	=	\$0.00

Total Direct Expenses **\$1,435.50**

FIXED FEE:

(Total Labor + Total Overhead)	\$131,321.44	x	0 %	=	Total Fixed Fee	\$0.00
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Subtotal Labor + Overhead + Direct Expenses + Fixed Fee. **\$132,756.94** (MSG)

TOTAL COSTS **\$132,757**



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: EAST ELM AVENUE WATER MAIN REPLACEMENT – CHANGE ORDER AWARD

DISCUSSION: The City has been pursuing an extremely aggressive water main replacement program, and at the end of this 4-year program the city will have replaced or rehabilitated approximately 20 miles of water main. In addition to projects funded through the normal City Capital Improvements Program (CIP) process, the City has also been awarded \$5.7 million of the County of Monroe's share of Recovery Zone Bonds through the ARRA for Water Distribution Improvements, which involve selling taxable bonds instead of the usual tax-exempt bonds, but with the Federal government paying a substantial portion (45%) of the interest costs, resulting in an interest savings alone of \$840,000 over the life of the bonds. Proceeds from the bond sale will be used to continue the City's water main replacements, and it is likely that most of this work will be completed by the end of 2011.

Since survey and design of such a large number of projects is an ongoing process, the Engineering Department has been working nearly continuously on the remaining projects since Fall 2010. As some of the work locations were previously designed in early 2010, approximately 2 miles were combined for bidding, and on October 4, 2010, two separate contracts were awarded for the 2010-11 Water Main Replacement Program. Group 1, essentially all original areas north of the River, was awarded to Salenbien Trucking and Excavating of Dundee for \$627,918.50, and Group 2, the areas south of the River, was awarded to C & D Hughes of Charlotte, in the amount of \$688,387.00. It should be noted that these two companies were the only successful bidders for water main work in 2009 and 2010, and both have performed well in general. Like previous contracts, the 2010-11 Water Main Replacement Program includes language that provides for change orders to be added at the City's option, but if added, the contractors are required to hold their unit prices, with quotations given for any unique items that may be present on the new work locations. Attached with this Fact Sheet is a list of 2010-11 expected water main and sanitary sewer project locations, including those that have already been awarded (listed under the Contractor heading as already assigned to one contractor or the other). The completion date of the original contracts is May 31, 2011 for both groups.

At this point, the Engineering Department has completed design on the water main replacement on East Elm Avenue between Macomb Street and Baptiste Avenue, and we have submitted for permit approval from the Michigan Department of Environmental Quality (MDEQ). This is our highest priority project, due to the fact that the roadway is due to be resurfaced in July and August using Federal Funds. As such, we wish to award this work division as a change order to the Group 2 contract, since C & D Hughes is nearing completion on their contract work, whereas Salenbien Trucking & Excavating has not yet started, but does plan to in the next few weeks. Unless there is some compelling reason to prepare contracts for the remaining water main work, we would like to essentially "take turns" offering the various future locations as change orders to both Salenbien and C & D Hughes based on their availability for the construction window desired. Since it is highly unlikely that one or both of these two contractors would not be the low bidder on future work this year, awarding change orders instead of packaging new locations for bidding periodically is expected to save considerable time and expense to the Engineering Department in plan and contract reproductions needed for widespread bidding. We have discussed this strategy with both contractors, informed them that their continuing good performance is a condition of change order recommendations, and they are both satisfied with our approach. We tentatively are planning to award the Monroe Street, Reisig Street, and Almyra Avenue work to C & D Hughes, and the Riverview Avenue, Maple Avenue, and Bacon Street work to Salenbien, and all of these will be presented at future meetings for your consideration.

The breakdown of pay items for this project has been attached for your consideration. New items for which a price was not originally in the contract are highlighted, and we believe they are reasonable.

IT IS RECOMMENDED that the City Council award a change order to the 2010-11 Water Main Replacement Program, Group 2 to C & D Hughes, Inc. for the East Elm Avenue Water Main Replacement in the amount of \$350,386.20 and that a total of \$403,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contractor will be ready to start as soon as the MDEQ permit is issued, construction must be completed prior to street resurfacing this Summer.

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, Water Department, Fire Department, adjacent property owners and residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$403,000*
	Cost of This Project Approval	\$403,000*
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Includes 15% contingency

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Water Dist. Impr. – Year 3	591-40.538-972.000 11W01	\$403,000
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 02/14/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: February 22, 2011

2011 SCHEDULED WATER MAIN AND SANITARY WORK

PROJECT LOCATION	TYPE OF WORK	LENGTH (LFT)	CONTRACTOR
ALMYRA AVE. SANITARY REPLACEMENT - FIRST TO THIRD	SANITARY SEWER REPLACEMENT	680	BID / CO
ALMYRA AVE. WATER MAIN REPLACEMENT - THIRD TO FIRST*	WATER MAINS - 2011 REPL.	680	BID / CO
GEE DRIVE / GLENDALE COURT WATER, SANITARY, PAVEMENT*	WATER / SANITARY / CONC. PAVING	630-SAN, 760-WM	BID / CO
BACON ST. WATER MAIN REPLACEMENT - PARKSIDE TO EIGHTH	WATER MAINS - 2011 REPL.	3070	BID / CO
MAPLE AVE. W. WATER MAIN REPLACEMENT - N OF ELM TO LORAIN*	WATER MAINS - 2011 REPL.	1910	BID / CO
MONROE ST. S. WATER MAIN REPLACEMENT - FOURTH TO RIVER	WATER MAINS - 2011 REPL.	1750	BID / CO
MONROE ST. S. WATER MAIN REPLACEMENT - JONES TO FOURTH*	WATER MAINS - 2011 REPL.	2250	BID / CO
REISIG ST. WATER MAIN REPLACEMENT - EIGHTH TO SEVENTH*	WATER MAINS - 2011 REPL.	840	BID / CO
TELEGRAPH RD. N. WATER MAIN REPLACEMENT - CUSTER TO LA-Z-BOY	WATER MAINS - 2011 REPL.	5100	BID / CO
ELM AVE. E. WATER MAIN REPLACEMENT - MACOMB TO BAPTISTE*	WATER MAINS - 2011 REPL.	2450	CO
RIVERVIEW AVE. WATER MAIN REPLACEMENT - MAYWOOD TO COLE	WATER MAINS - 2011 REPL.	4800	CO
EASTCHESTER ST. WATER MAIN REPLACEMENT - FRANKLIN TO HUMPHREY	WATER MAINS - 2011 REPL.	-	C & D HUGHES
FERNWOOD DR. WATER MAIN REPLACEMENT - BAYVIEW TO OAK	WATER MAINS - 2011 REPL.	-	C & D HUGHES
FRANKLIN CT. WATER MAIN REPLACEMENT - FULL LENGTH	WATER MAINS - 2011 REPL.	-	C & D HUGHES
FRANKLIN ST. WATER MAIN REPLACEMENT - WINCHESTER TO EASTCHESTER	WATER MAINS - 2011 REPL.	-	C & D HUGHES
HUMPHREY ST. WATER MAIN REPLACEMENT - WINCHESTER TO EASTCHESTER	WATER MAINS - 2011 REPL.	-	C & D HUGHES
KENTUCKY AVE. WATER MAIN REPLACEMENT - FIRST TO FRONT	WATER MAINS - 2011 REPL.	-	C & D HUGHES
PETERS ST. WATER MAIN REPLACEMENT - FERNWOOD TO NORWOOD	WATER MAINS - 2011 REPL.	-	C & D HUGHES
GODFROY AVE. WATER MAIN REPLACEMENT - VICTOR TO IVES DRAIN	WATER MAINS - 2011 REPL.	-	SALENBIEN
MICHIGAN AVE. WATER MAIN REPLACEMENT - ELM TO NOBLE	WATER MAINS - 2011 REPL.	-	SALENBIEN
MICHIGAN AVE. WATER MAIN REPLACEMENT - N OF LORAIN TO MASON RUN DRAIN	WATER MAINS - 2011 REPL.	-	SALENBIEN
NIMS AVE. WATER MAIN REPLACEMENT - VICTOR TO IVES DRAIN	WATER MAINS - 2011 REPL.	-	SALENBIEN
ST. MARY'S AVE. WATER MAIN REPLACEMENT - GROVE TO NORTH END	WATER MAINS - 2011 REPL.	-	SALENBIEN
VICTOR AVE. WATER MAIN REPLACEMENT - BORGESS TO WEST END	WATER MAINS - 2011 REPL.	-	SALENBIEN
* MDEQ WATER MAIN PERMIT REQUIRED			



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE VFW MEMORIAL DAY PARADE COMMITTEE TO HOLD THE ANNUAL MEMORIAL DAY PARADE ON MAY 30, 2011, BEGINNING AT 2:00 P.M., TO CLOSE THE AFFECTED STREETS, HOLD A BRIEF CEREMONY ON THE BRIDGE AND TO WAIVE ALL PERMITS AND FEES

DISCUSSION: The City received a request from the VFW Memorial Day Parade Committee for permission to hold the annual Memorial Day Parade on May 30, 2011 at 2:00 p.m. Specifically the request is to close the affected streets (Monroe Street from Jones Avenue to Elm Avenue) and to hold a brief ceremony on the Monroe Street Bridge with a rifle volley. The parade will disband at the St. Mary's Parking lot.

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.

The Police Department will coordinate with DPS, the Monroe County Sheriff Department, City Engineer, Monroe Fire Department, as well as the event organizers to assure that all safety aspects are covered. Last year's parade was canceled due to inclement weather but in 2009 a total of thirteen officers (12 patrol and one command officer) were assigned to the event. The cost to staff the 2009 parade was \$937.08 and this year's costs should be slightly higher.

The Department of Public Services will staff the event as in the past, set up advance detour route, and move barricades the day of the event. The cost to staff this year's parade is approximately \$1,644. The applicant should be aware that the City of Monroe is planning to replace the existing water main in the northbound parking lane of Monroe Street between Jones Avenue and the River Raisin beginning in April or May so it is likely that a portion of the roadway (roughly the eastern 20 feet) may be unavailable for parade activities in a few locations along the route. These activities do not jeopardize the ability of organizers to hold the event but will serve as a constraint on the available roadway width, if work is not completed on time as expected. After 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, 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

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, Community Development, Water, 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: 2/14/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 2/22/11

VFW



VETERANS OF FOREIGN WARS OF THE U.S.
CITY OF MONROE POST NO. 1138
P.O. Box 1515
Monroe, Michigan 48161-1515

RECEIVED
CHARLES D. EVANS
FEB 8 9 28 AM '11

February 3, 2011

Mr. Charles D. Evans
City Clerk-Treasurer
120 E. First Street
Monroe, Michigan 48161

Dear Mr. Evans:

The VFW Memorial Day Parade Committee would like to request the city's approval for the 2011 Memorial Day Parade.

The parade will be Monday May 30, 2011 at 2:00 P.M. The parade will line up at the Department of Public Works yard on Jones Avenue, turn right on Monroe Street and proceed north to St. Mary's parking lot and disband. There will be a brief ceremony at the Monroe Street Bridge to honor those who died at sea with a rifle volley. We are requesting that all permits and fees be waived.

We are actively pursuing participants for the parade and we would appreciate a response to our request confirming date and time as soon as possible.

If you need more information or have any questions regarding this matter, please feel free to contact me at (734) 755-1808. Thanking you in advance for your kind consideration on this matter.

Sincerely,

Dan Birchfield,
Commander VFW Post 1138
Parade Chairman

RECEIVED

FEB - 8 2011

MAYOR'S OFFICE

VETERANS OF FOREIGN WARS OF THE UNITED STATES

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
cc: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: February 8, 2011
Re: **Staff Study - 2011 Memorial Day Parade**

The annual Memorial Day Parade is scheduled for Monday, May 30, 2011 at 2:00 pm. The route will be the same as it has been in past years. The parade units will assemble in the DPS lot then stage in the 0-200 block of Jones Avenue. The parade will travel W/B Jones Avenue to N/B South Monroe Street and into the St. Mary's Parking Lot where it will disband. As in past years, there will be a ceremony on the Monroe St. Bridge, with a rifle volley, immediately after the parade. Last year's parade was cancelled due to inclement weather but past parades usually last approximately forty-five minutes. The ceremony on the Monroe St. Bridge usually lasts an additional thirty minutes.

As usual, barricades will be utilized at minor intersections to keep staffing costs to a minimum. I will coordinate with DPS to insure that all intersections are covered by actual police officers and/or barricades. The MCSO usually assists with two of their traffic units as well as some bike officers that ride the curb lanes during the parade.

A total of thirteen officers (12 patrol officers and one command officer) are needed to ensure a safe, smooth event. One of the assigned officers will lead the parade on a motorcycle.

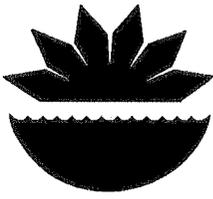
I will request that the MCSO once again provide traffic assistance at South Monroe Street & Jones Avenue as well as at Jones Avenue & LaPlaisance Avenue. I will coordinate this with the MCSO Traffic & Safety Division.

The total cost for 2009's parade was \$937.08 (most current parade cost because of last year's cancellation). I estimate the cost of this year's parade to be somewhat higher due to the raise that the patrol unit recently received. This figure includes two hours planning time as well as the applicable shift premium.

Provided the proper permits are obtained, I recommend approval of this event.

As always, I am available for any questions, comments, or concerns you may have.

Parade Chairman: Dan Burchfield 734-755-1808



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY FAIR ASSOCIATION FOR PERMISSION TO HOLD THE ANNUAL FAIR PARADE ON JULY 31, 2011

DISCUSSION: The City received a request from the Monroe County Fair Association for permission to hold the 2011 Fair Parade on July 31, 2011 at 1:00 p.m. Specifically the request is to close the affected streets (Monroe Street from Jones Avenue to Elm Avenue and Elm Avenue from Monroe Street to Roessler Street) and for assistance from the City and Police Department.

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.

The Police Department will coordinate with DPS, the Monroe County Sheriff Department, Central Dispatch, City Engineer, Monroe Fire Department, as well as the event organizers to assure that all safety aspects are covered. Last year fourteen officers (including the supervisor) were assigned to the event. The cost to staff last year's parade was \$1,330.78 and this year's costs should be approximately the same amount depending on event duration (see attached for more detail).

The Department of Public Services will staff the event as in the past, set up advance detour route, and move barricades the day of the event. The cost to staff last year's parade was \$2,322 and similar expenses are expected in 2011. The applicant should be aware that the City of Monroe is planning to replace the existing water main in the northbound parking lane of Monroe Street between Jones Avenue and the River Raisin beginning in April or May and while it is expected to be completed, there is a remote possibility that residual construction activities may remain if unexpected site conditions are encountered. These activities do not jeopardize the ability of organizers to hold the event but will serve as a constraint on the available roadway width, if work is not completed on time as expected. After Council approval, advance notification will be sent to MDOT and a detour will be posted.

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, 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

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, Attorney, Engineering, Fire, Finance, Planning, 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: 2/14/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 2/22/11



Monroe County Fair Association

3775 S. Custer Rd. • Monroe, Michigan 48161
(734) 241-5775 • Fax: (734) 241-2663

www.monroecountyfair.com
info@monroecountyfair.com

February 7, 2011

Mayor Clark
City Council of Monroe
120 E. First St
Monroe, MI 48161

Dear Mayor Clark:

We are asking for permission to hold our annual Monroe County Fair Parade which will be held July 31, 2011 at 1pm sharp.

It will start at the corner of Jones Ave and Monroe St. The parade then heads north on Monroe St to Elm, and west to Roessler. A few floats and marchers will proceed across the railroad tracks to their busses.

Please send any regulations for the participants to our office as soon as possible. Please return by April 8, 2011.

Thanks once again for your support.

Sincerely,

Warren Siebarth
Fair Manager

djs

RECEIVED

FEB. 8 2011

MAYOR'S OFFICE

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: February 8, 2011
Re: **Staff Study - 2011 Monroe County Fair Parade**

The annual Monroe County Fair Parade is scheduled for Sunday, July 31, 2011 at 1:00 pm. The parade route is the same as in previous years; with the units staging on Jones Avenue then proceeding north on South Monroe Street to west on West Elm Avenue and disbanding on West Elm Avenue near the YMCA. Last year's parade lasted one hour & forty minutes. I suspect this year's parade will be relatively close to the same duration.

Staffing the parade has always been a challenge but even more so now due to the reduced staffing levels of the department, as well as the road officers assigned to 12 hour shifts. Last year, fourteen officers (including the supervisor) were assigned to the event. Thirteen officers were utilized at various intersections and one was assigned to lead the parade on a motor unit. **The cost to staff last year's parade was \$1330.78.** This year's cost should be approximately the same amount depending on the duration of the parade.

I will coordinate with: DPS, the Monroe County Sheriff's Office (MCSO), Central Dispatch, the City Engineer and the Monroe Fire Department, as well as with the event organizers to ensure that all safety aspects are covered. DPS will be in charge of barricade placement and removal as well as setting detours. The MCSO "Traffic Unit" normally provides traffic assistance at two intersections. The Traffic Engineer will be notified to assure that MDOT is aware of the temporary state trunk line (M-125) closure. Central Dispatch will provide a dedicated radio frequency for the event and the Monroe Fire Department will be notified of the street closures and emergency routes to utilize.

I recommend approval of the event as long as all proper permits are obtained. I will ensure that it is staffed by police personnel as directed.

As always, I am available for any questions, comments, or concerns you may have.

Parade Coordinator: Warren Siebarth 241-5775



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Community Development Block Grant (CDBG) FIX Program Contracts

DISCUSSION: As part of its CDBG program, the City of Monroe has created a home rehabilitation program intended to provide no-interest deferred loans to low- and moderate-income homeowners. These loans are limited to \$25,000 and are forgivable as long as the homeowner stays in the home for five years. Previously, the City's FIX program had offered \$5,000 loans to low- and moderate-income homeowners, but the maximum loan amount was increased at the request of the U.S. Department of Housing and Urban Development. The intent of changing from \$5,000 to \$25,000 loans was to undertake projects that would have a more visible impact on the neighborhoods in which the homes are located. On August 23, 2010, the City of Monroe opened bids for the first two recipients under the revised program.

For the first home located on Norwood Dr., the City received bids to replace the roof, insulate the exterior walls, replace the siding and gutters, and repair damage to interior walls. The low bid for this work was \$12,550 from Pranam GlobalTech, a contractor out of Detroit, MI, and the three other bids received ranged from \$17,250 to \$19,755. This contractor completed the scheduled work and due to the large spread between their bid and the program limit of \$25,000, was also able to complete additional work. The additional work included replacing the basement stairs and repairing the front porch (\$9,200), and replacing rotten wood framing that was discovered when the house's existing siding was removed (\$600) for a total project cost of \$22,350.

For the second home located on Maple Ave., the City received bids to replace the roof, rebuild and re-roof the porch, replace the gutters, replace the furnace, and make repairs to the interior ceiling. The low bid for this work was \$9,400, also from Pranam GlobalTech, and the three other bids ranged from \$10,578 to \$17,800. The contractor completed this scheduled work and requested change orders for additional work that was discovered to be necessary after the project began. This included re-roofing the home's second porch (\$1,470) and replacing rotten roof rafters and sheathing (\$503). This project was completed at a total cost of \$11,373.

The Planning Office understands the request for authorization of these contracts and payments after the work has been completed is atypical of the city's usual bid award process. It was staff's understanding at the time these projects were bid that FIX program contracts did not require City Council approval because the agreement is between the Contractor and the Homeowner and the City is only involved in assisting the homeowner in developing the scope of work, advertising the project, reviewing the bids, and processing payments with CDBG funds. However, upon review by the Finance Department at the time payment was requested, it was determined that the City does not have a separate policy or procedure in place for approval of CDBG FIX projects and they should follow the City's purchasing ordinance for purchase over \$5,000 to ensure proper oversight.

Subject to future review and approval by City Council, the Planning Office is investigating an alternative purchasing policy that would not require City Council approval for individual CDBG FIX projects. The primary reason for considering an alternative policy is that the FIX projects do not involve executing an agreement with the City and the funds used to finance these projects are federal funds passed through from the CDBG program. Additionally, these projects often require greater flexibility to modify the original scope of work due to unknown conditions in the homes. For example, the change order authorized as part of the first project (\$9,200) exceeds the amount that would typically be acceptable for a construction project. However, with older homes in poor condition, unforeseen problems are often discovered. Obtaining qualified bids for these projects has also proven difficult. When this project was put out for bid the first time, only one bid was received. The project was put out a second time to gain additional bids and give the city recourse should the winning contractor prove incapable of completing the work. For future projects, the Planning staff is also considering greater contingencies or bidding of alternates to address suspected problems that may be added if they can be accomplished within the \$25,000 program maximum.

[Note: Federal regulations require anonymity for program recipients.]

IT IS RECOMMENDED that City Council authorize payment to Pranam GlobalTech in the amounts of \$22,350 and \$11,373 for the two CDBG FIX program projects located on Norwood Dr. and Maple Ave. respectively.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 22, 2011

REASON FOR DEADLINE: Timely payment of contractors

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Community and Economic Development, Local homeowners

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 33,723
	Cost of This Project Approval	\$ 33,723
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ *

*Exact revenue is unknown, as it depends largely on future increases in valuation to homes assisted with CDBG programs

SOURCE OF FUNDS:	City	Account Number	Amount
	CDBG	273.65.730-818.027	\$ 33,723

Budget Approval: _____
Other Funds

FACT SHEET PREPARED BY: Matt Wallace, Planner

DATE: February 14, 2011

REVIEWED BY: Dan Swallow, Director of Community and Economic Development

DATE: February 14, 2011

COUNCIL MEETING DATE: February 22, 2011

Dan Swallow

Residential Rehabilitation
FIX Program
City of Monroe

BID DATE: August 23, 2010

BID TABULATION

CONTRACTOR	LICENSE	INSURE	627 Norwood	1112 Maple			
Canton Construction	x	x	\$17,250	\$17,800			
Laderach	x	x	\$19,431	\$10,578			
Carter Building	x	x	\$19,755	\$14,285			
Pranam GlobalTech	x	x	\$12,550	\$9,400			



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM ST. PAUL'S UNITED METHODIST CHURCH FOR PERMISSION TO DISPLAY A TEMPORARY SIGN ON CHURCH PROPERTY AND VERTICAL POLE BANNERS ANNOUNCING THE CHURCH'S ANNIVERSARY

DISCUSSION: The City received a request from St. Paul's United Methodist Church for permission to display a temporary sign on their property and vertical pole banner thru the end of the year announcing the church's anniversary.

The banner request has been sent to the various departments for their review and there were no objections.

Temporary signs which announce community special events are identified in the Zoning Code as a class of signs exempt from permit requirements when confined within private property, when not encroaching into the visibility triangle at street intersections (§720-170, Table 21, T(1)). However, temporary signs which announce community special events, as is being proposed here, must first be approved by the City Council. The letter of request also indicated that the sign will be "outside the visibility triangle," however, it did not provide a location. Therefore, it may be desirable to have the church provide a plot plan or site sketch identifying exactly where the sign will be erected on church property.

Manager: The City Manager recommends approval of the banner request, as well as the temporary sign request, contingent upon the applicant providing a site sketch identifying exact placement of the sign.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project \$

Cost of This Project Approval \$

Related Annual Operating Cost \$

Increased Revenue Expected/Year \$

SOURCE OF FUNDS:

City

Account Number

Amount

\$
\$
\$
\$
\$

Other Funds

\$
\$
\$
\$

Budget Approval: _____

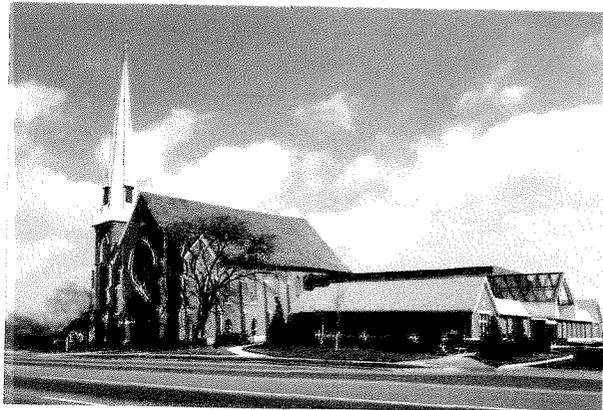
FACT SHEET PREPARED BY: City Manager's Office

DATE: 2/15/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 2/22/11



St. Paul's United Methodist Church
201 South Monroe Street
Monroe, Michigan 48161-2297

Phone: (734)242-3000

email: stpaulsmonroe@sbcglobal.net

Pastor: Evans C. Bentley

Mayor Robert C. Clark and Monroe City Council
120 East First Street
Monroe, MI 48161

Dear Mayor Clark and Council:

We are writing on behalf of St. Paul's United Methodist Church which will be celebrating its bicentennial throughout 2011. This event is truly a milestone in our city's history and one of the ways in which we would like to recognize the occasion is to erect a temporary sign per Section 1272.03 (t) (1) that announces the anniversary.

The sign would be approximately 8' wide and 4' high, located on church property, facing South Monroe Street outside the visibility triangle. We would like to have the sign remain up until the end of this year. It would be manufactured and erected by Monroe Signs (a copy of the proposed sign is enclosed).

We would also like to publicize the bicentennial with banners on the two light poles located along the church frontage, on the east side of South Monroe St. We have been in contact with the DDA and would buy the banners from the same firm that provides them currently. It is our understanding that the timing, scheduling, mounting, etc. of the banners would be coordinated through the DDA (a copy of the proposed designs is also enclosed).

We hope both of these requests will be granted as quickly as the process will permit.

Please contact either of us with any questions or further information as needed.

Sincerely,

George W. Stoner
Bicentennial Chairperson
734-241-9214

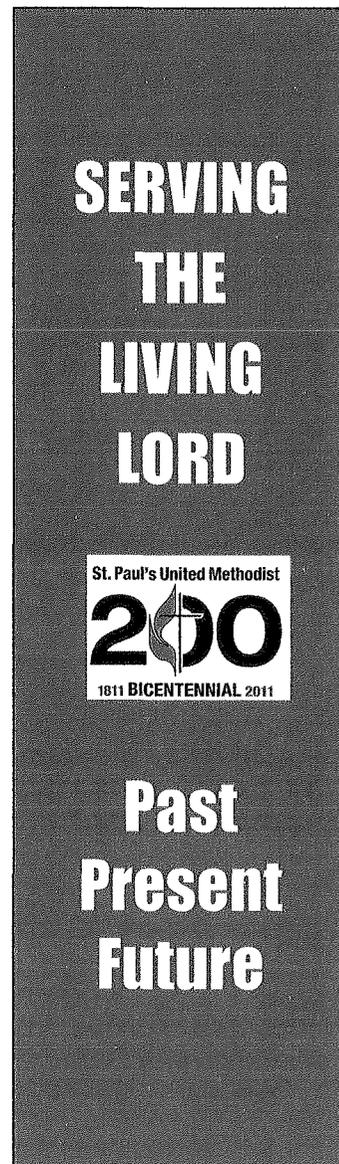
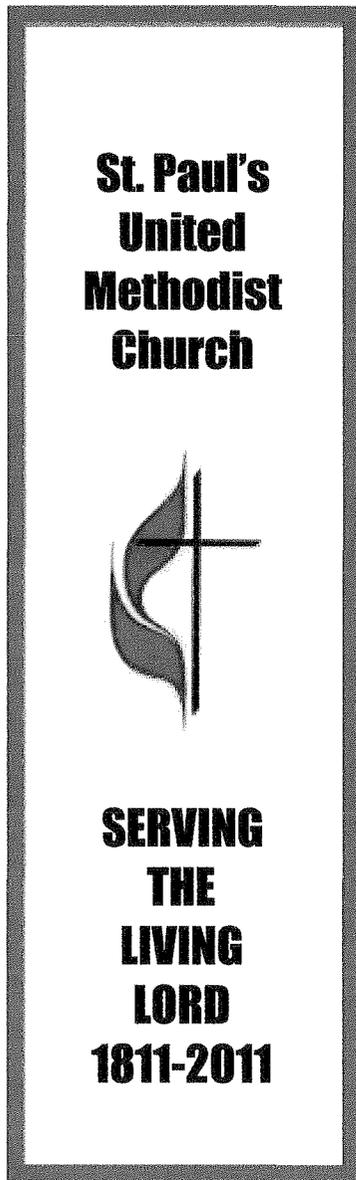
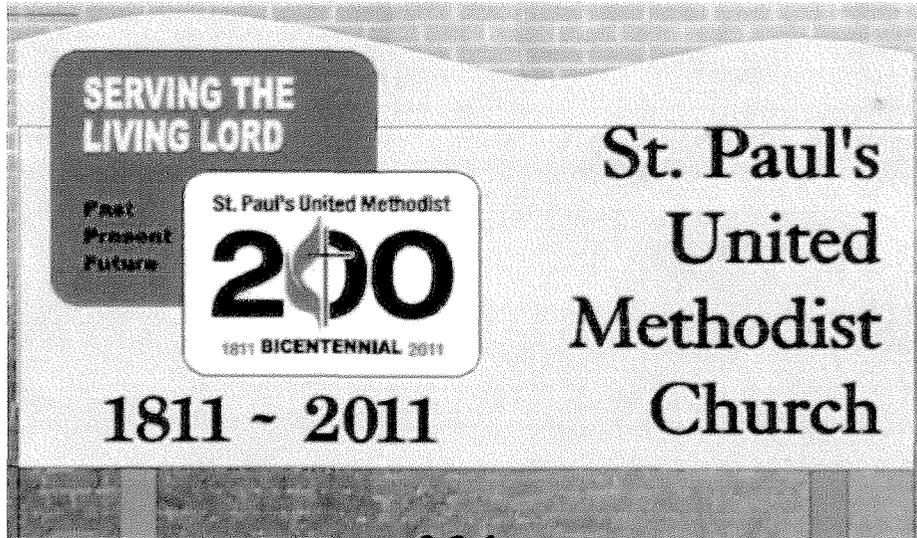
James Jacobs
Church Council Chairperson
734-457-9045

encs.

RECEIVED

JAN 31 2011

MAYOR'S OFFICE





CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant George Stoner
Name of Organization St. Paul's United Methodist
Applicant's Affiliation with Organization Bicentennial Chairperson
Applicant's Home Address 464 Burgess, Monroe
Mailing Address (if different) _____
Day Phone 241-9214 Evening Phone _____

Type of Banner **Overhead Banner (\$150)**

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)

_____ E. Front St. Dates Requested _____
_____ W. First St.
_____ Monroe St.

Type of Banner **Vertical Pole Banner (\$25/banner)**

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.) Dates Requested as available

No. of Banners: 4 Monroe St. (42) (2 poles East side btw. 2nd & 3rd sts.) Spring (March-May)
_____ Elm Ave. (8) Summer (June-Aug.)
_____ First St. (8) Fall (Sept.-Nov.)
_____ Macomb St. (8) Winter (Dec.-Feb.)

Company Fabricating Banners: Project Graphics, VT
(FIRM USED BY DDA)

Please provide a sketch complete with banner specifications and message to be displayed for City Council Review. Applications will be accepted up to eleven (11) months in advance and no later than four (4) weeks prior to proposed installation date.

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.

Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant George W. Stoner

Date 2/15/11

RECEIVED

FEB 15 2011

CITY MANAGER'S OFFICE

Memorandum

DATE: February 2, 2011

TO: City Manager's Office

THROUGH: Dan Swallow, AICP
Director of Economic & Community Development

FROM: Jeffrey Green, AICP
City Planner / Historic Preservation Officer

SUBJECT: Request from St. Paul's United Methodist Church requesting approval to erect a temporary sign

Temporary Signs are identified in the Zoning Code as a class of signs exempt from permit requirements. However, temporary signs which announce community special events, as is being proposed here, must first be approved by the City Council hence the church's letter.

The church has requested that the temporary sign, if approved, be displayed "throughout 2011." As the Zoning Code does not define what constitutes "temporary," the commonly accepted definition, "[l]asting, used, serving, or enjoyed for a limited time," should guide how we interpret the meaning of the word in this context. It would appear that the church meets this definition due to the sign's limited duration.

The letter of request also indicated that the sign will be "outside the visibility triangle," however, it did not provide a location. Therefore, it may be desirable to have the church provide a plot plan or site sketch identifying exactly where the sign will be erected on church property.

After review of the request, the Planning Office for the Department of Economic & Community Development has no objections and would recommend approval by City Council.

Green, Jeffrey

From: Jim Jacobs [JimJ@jsjacobsarch.com]
Sent: Tuesday, February 15, 2011 2:58 PM
To: Green, Jeffrey
Cc: jgsto@sbcglobal.net
Subject: St. Paul's United Methodist Church Sign application

Jeff,

I have reviewed the timing desired for the temporary sign board with George Stoner. The Church wishes to have the sign in place from the time of approval through December 31, 2011.

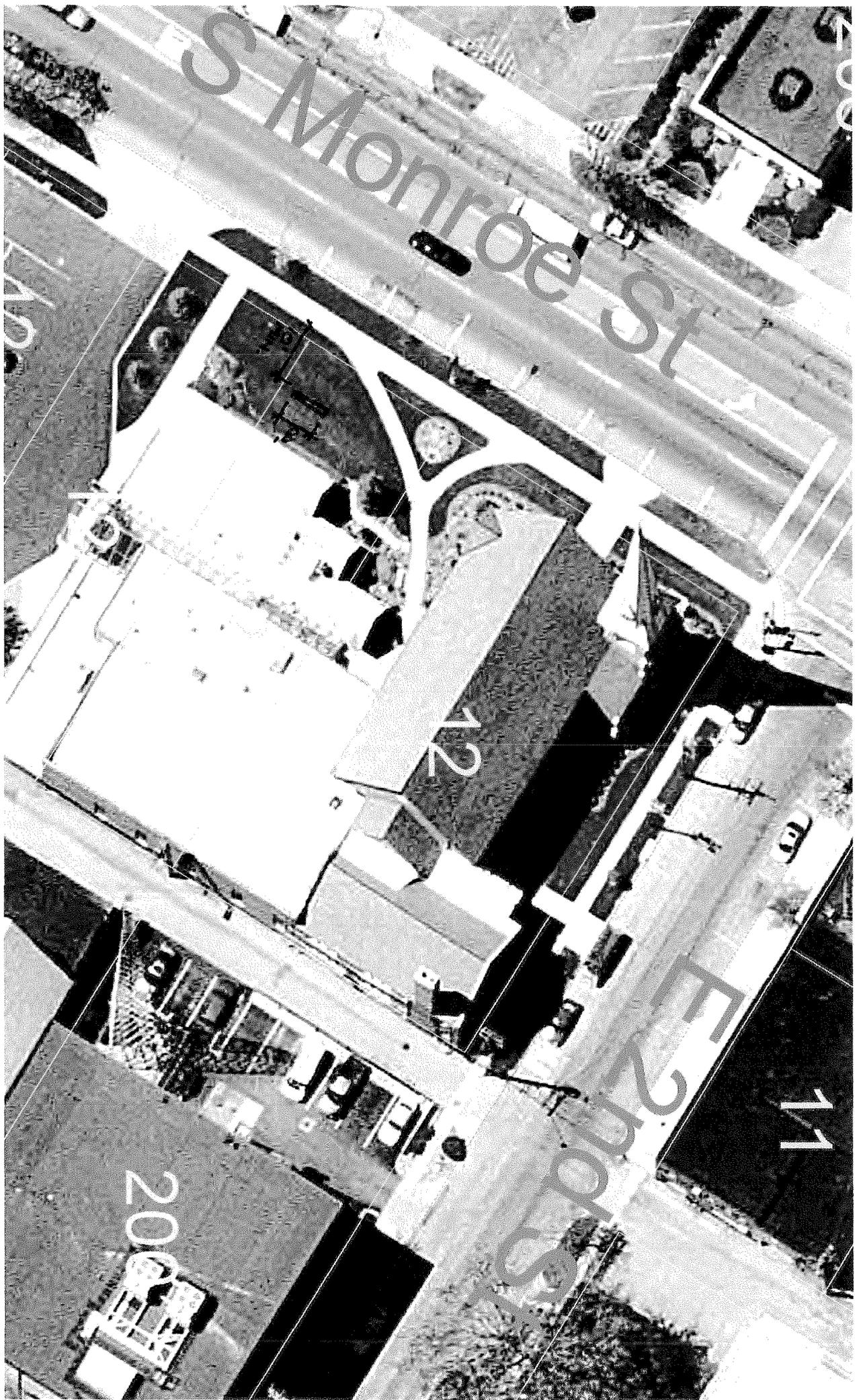
The sign will be located parallel to Monroe Street approximately 10 feet off the sidewalk centered on the one story fellowship hall addition in front of the burning bushes, I will drop off a sketch for your review.

The banner application was turned into Pat this afternoon outlining the desired dates for placement on the light poles along Monroe Street.

If you need any additional information please feel free to contact George or I.

Thank you,

Jim





Cass St

W 3rd St

Monroe St

W 2nd St

S Monroe St

S M

E 3rd St

E 2nd St

Washington St

Washington St

E 2nd St

314

303

12

12

12

222

223

202

102

10' x 8.5 ft
OFF GAZE OF SIDEWALK



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: DUMPSTER SERVICE CONTRACT – 2011 TO 2014 – BID AWARD

DISCUSSION: The Department of Public Services is charged with the administration of the City's contract for weekly refuse collection from properties within the City limits, as well as a separate contract for weekly collection of dumpsters at various City-owned, operated, or contracted facilities. In 2003, both the curbside collection and dumpster service contracts were awarded for five-year terms ending in 2008. While the current curbside collection contract was bid again in late 2008 for a five-year term running through February 28, 2014, the contract for dumpster service was not re-bid, and we have essentially been operating on a mutual extension ever since. Part of the reason for the delay has been some degree of uncertainty over which locations would continue to require dumpster service, and the fact that we have been satisfied with the current contractor, Allied Waste Services (merged with Republic Waste, our original awarded vendor). Based on consistency with the Purchasing Ordinance and the elimination of some locations though, the Engineering and Public Services Department let a new three-year contract for service through the Finance Department. Advertisements for bids were placed on the Michigan Inter-Governmental Trade Network (MITN), and were direct mailed to the known contractors serving the area. A copy of the advertisement and specifications have been attached for your review.

Bids were opened on February 14, 2011. There were five (5) bidders, and a copy of the bid tabulation has been attached. It should be noted that bidders were instructed to provide pricing for each location on a weekly basis, and bids for those who provided monthly or annual pricing were adjusted to reflect that intent. Line items 1 through 12 (page one of the bid tabulation) reflect the regular service that is to be provided every week, and the total of these items was used to determine the relative bid positions. As we have been including in all of our multi-year service contracts (i.e. grass mowing, curbside collection), the contract provides for an adjustment to prices based on changes in the Consumer Price Index (CPI) each July 1, though the first does not take effect until July 1, 2012 for this contract. Also, given that the costs for waste collection are very sensitive to changes in the market price for diesel fuel, the specifications provided the opportunity for bidders to propose an additional fuel surcharge above a certain price, to avoid including this risk in their bids. Items 13 through 15 (page two of the bid tabulation) provide for additional pricing if the occasion arises where one of the base locations requires additional collections beyond one in a given week, and items 16 through 21 (also on page two) provide for collection of dumpsters of various sizes that are used periodically by City staff for collection of street sweeping debris, blight clean-up debris, and for general public dumping (which has decreased substantially over the past few years). The third low bidder, Stevens Disposal, included a fuel surcharge in their bid, and Waste Management presented two options, one with a fuel surcharge, the other without. With a fuel surcharge, they were the second low bidder (and this is the option detailed in the bid tabulation), without, their annual price is \$17,365.40, the highest bid price.

The low bidder for the base (weekly) contract is Allied Waste Services of Toledo, based in Erie, Michigan, with a first-year annual price of \$8,882.64. Obviously, given that items 13 through 21 represent "on call" service, it is impossible to project every possible scenario of overall contract cost, since our work often varies widely from year to year. In fact, since the low bid pricing with this bidding is substantially lower than our current service price, it is expected that our "on call" service may be 2 to 3 times higher than our baseline contract. In fiscal year 2009-10, the City expended \$9,705.00 for these collections, and has already paid \$10,636.00 this fiscal year to date. Although Allied has a price of \$308 per additional service for most sizes, which is slightly higher than some of the other vendors, they are also not subjecting the City to a fuel surcharge, which eliminates much of the potential risk of unexpected cost escalation. In most usage scenarios, Allied would remain the low bidder even when additional services are considered. Further, based on our contract language, the City would reserve the right to contract with other vendors for the "on call" locations in the future if we felt it appropriate. Based on the above, we would recommending continuing our relationship with Allied for dumpster service through 2014.

IT IS RECOMMENDED that the City Council award a contract with Allied Waste Services of Toledo for a baseline amount of \$8,862.64, with authorization to expend up to \$40,000 annually for total services given to the Public Services Department. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible, preferably February 22, 2011

REASON FOR DEADLINE: Current contract has expired, and if award is made at this Council meeting, full 3-year term can be awarded, which would place expiration of dumpster service and curbside collection contracts on same day of February 28, 2014.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering and Public Services Department, facility users

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$40,000.00*
	Cost of This Project Approval	\$8,882.64**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Total cost includes base bid plus an unknown number of additional collections for the various dumpsters, primarily those at Public Services used for street sweeping, blight clean-ups, and minimal public dumping. Public Services is requesting the authority to issue base contract plus any needed purchase orders up to \$40,000 annually, which is more than \$15,000 less than the same cost for FY 2009-10.

**Base cost will increase annually based on Consumer Price Index, but fuel surcharge was not included as a condition of this low bid.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Refuse Fund Contractual	226-60.528-818.020	\$40,000.00
	<u>Other Funds</u>		

Budget Approval: _____

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

DATE: 02/15/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: February 22, 2011



Dumpster Service Contract - 2011 to 2014 - BID TABULATION

BIDS DUE: Monday, February 14, 2011

Page 1 of 2 - BASE WEEKLY SERVICE

No.	Item	# units	Units	0 - Current Pricing		1 - Allied Waste Services		2 - Waste Management	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	ALCC - 1 front load, 4 cu. Yd.	1.00	WEEK	30.64	30.64	9.63	9.63	12.50	12.50
2	Central Fire - 1 front load, 2 cu. Yd.	1.00	WEEK	15.44	15.44	8.69	8.69	10.40	10.40
3	City Employee Lot - 1 front load, 6 cu. Yd.	1.00	WEEK	45.84	45.84	14.04	14.04	14.10	14.10
4	DPS - 2 front load, 6 cu. Yd. each	1.00	WEEK	91.34	91.34	28.08	28.08	28.20	28.20
5	Dorsch Library - 1 front load, 2 cu. Yd.	1.00	WEEK	15.45	15.45	8.69	8.69	10.40	10.40
6	Custer Airport, 1 front load, 6 cu. Yd.	1.00	WEEK	45.84	45.84	14.04	14.04	14.10	14.10
7	Sawyer House - 1 front load, 2 cu. Yd.	1.00	WEEK	15.45	15.45	8.69	8.69	10.40	10.40
8	Filtration Plant - 1 front load, 4 cu. Yd.	1.00	WEEK	30.64	30.64	9.63	9.63	12.50	12.50
9	Meter Shop, 1-4 yd., 1-6 yd., front load	1.00	WEEK	76.48	76.48	22.12	22.12	26.60	26.60
10	Wastewater Plant - 1 front load, 4 cu. Yd.	1.00	WEEK	30.64	30.64	9.63	9.63	12.50	12.50
11	West Side Fire - 1 front load, 2 cu. Yd.	1.00	WEEK	15.45	15.45	8.69	8.69	10.40	10.40
12	Woodcrest Condos - 3 front load, 4 cu. Yd.	1.00	WEEK	91.42	91.42	28.89	28.89	37.50	37.50
Total Cost Per Week (Per Bid)					504.63		170.82		199.60
Total Cost Per Month					2,186.73		740.22		864.93
Total Cost Per Year					26,240.76		8,882.64		10,379.20

No.	Item	# units	Units	3 - Stevens Disp. & Recycling		4 - Unlimited Recycling		5 - Tri-County Waste Services	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	ALCC - 1 front load, 4 cu. Yd.	1.00	WEEK	15.92	15.92	19.38	19.38	17.55	17.55
2	Central Fire - 1 front load, 2 cu. Yd.	1.00	WEEK	13.62	13.62	9.69	9.69	8.77	8.77
3	City Employee Lot - 1 front load, 6 cu. Yd.	1.00	WEEK	18.23	18.23	19.85	19.85	26.32	26.32
4	DPS - 2 front load, 6 cu. Yd. each	1.00	WEEK	34.62	34.62	39.69	39.69	52.65	52.65
5	Dorsch Library - 1 front load, 2 cu. Yd.	1.00	WEEK	13.62	13.62	9.69	9.69	8.77	8.77
6	Custer Airport, 1 front load, 6 cu. Yd.	1.00	WEEK	18.23	18.23	19.85	19.85	26.32	26.32
7	Sawyer House - 1 front load, 2 cu. Yd.	1.00	WEEK	13.62	13.62	9.69	9.69	8.77	8.77
8	Filtration Plant - 1 front load, 4 cu. Yd.	1.00	WEEK	15.92	15.92	19.38	19.38	17.55	17.55
9	Meter Shop, 1-4 yd., 1-6 yd., front load	1.00	WEEK	15.92	15.92	39.23	39.23	43.87	43.87
10	Wastewater Plant - 1 front load, 4 cu. Yd.	1.00	WEEK	15.92	15.92	19.38	19.38	17.55	17.55
11	West Side Fire - 1 front load, 2 cu. Yd.	1.00	WEEK	13.62	13.62	9.69	9.69	8.77	8.77
12	Woodcrest Condos - 3 front load, 4 cu. Yd.	1.00	WEEK	38.08	38.08	58.15	58.15	52.65	52.65
Total Cost Per Week (Per Bid)					227.31		273.69		289.54
Total Cost Per Month					985.00		1,186.00		1,254.67
Total Cost Per Year					11,820.01		14,232.02		15,056.08

Dumpster Service Contract - 2011 to 2014 - BID TABULATION

BIDS DUE: Monday, February 14, 2011

Page 2 of 2 - EXTRA SERVICE TO BE USED WHEN NEEDED ONLY

No.	Item	# units	Units	0 - Current Pricing		1 - Allied Waste Services		2 - Waste Management	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
13	2 Cubic Yard Container - Additional Service	1.00	EACH		0.00	48.69	48.69	30.00	30.00
14	4 Cubic Yard Container - Additional Service	1.00	EACH		0.00	49.63	49.63	40.00	40.00
15	6 Cubic Yard Container - Additional Service	1.00	EACH		0.00	54.04	54.04	60.00	60.00
16	10 Cubic Yard Roll-Off - General Use	1.00	EACH		0.00	308.00	308.00	299.00	299.00
17	10 Cubic Yard Roll-Off - Street Sweeping	1.00	EACH		0.00	308.00	308.00	399.00	399.00
18	12 Cubic Yard Roll-Off - Street Sweeping	1.00	EACH	181.00	181.00	308.00	308.00		0.00
19	20 Cubic Yard Roll-Off - General Use	1.00	EACH		0.00	308.00	308.00	279.00	279.00
20	20 Cubic Yard Roll-Off - Street Sweeping	1.00	EACH		0.00	308.00	308.00		0.00
21	30 Cubic Yard Roll-Off - General Use	1.00	EACH	251.00	251.00	308.00	308.00	299.00	299.00

No.	Item	# units	Units	3 - Stevens Disp. & Recycling		4 - Unlimited Recycling		5 - Tri-County Waste Services	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
13	2 Cubic Yard Container - Additional Service	1.00	EACH	40.00	40.00	44.00	44.00	238.95	238.95
14	4 Cubic Yard Container - Additional Service	1.00	EACH	55.00	55.00	49.00	49.00	245.70	245.70
15	6 Cubic Yard Container - Additional Service	1.00	EACH	65.00	65.00	57.00	57.00	252.45	252.45
16	10 Cubic Yard Roll-Off - General Use	1.00	EACH	200.00	200.00	225.00	225.00		0.00
17	10 Cubic Yard Roll-Off - Street Sweeping	1.00	EACH	200.00	200.00	225.00	225.00		0.00
18	12 Cubic Yard Roll-Off - Street Sweeping	1.00	EACH	225.00	225.00	245.00	245.00		0.00
19	20 Cubic Yard Roll-Off - General Use	1.00	EACH	250.00	250.00	275.00	275.00	357.75	357.75
20	20 Cubic Yard Roll-Off - Street Sweeping	1.00	EACH	250.00	250.00	275.00	275.00	357.75	357.75
21	30 Cubic Yard Roll-Off - General Use	1.00	EACH	300.00	300.00	325.00	325.00	357.75	357.75

ADVERTISEMENT FOR BIDS

Sealed proposals for:

DUMPSTER SERVICE CONTRACT – 2011-2014

will be received by the City Clerk-Treasurer in the City Hall at 120 East First Street, Loranger Square, Monroe, Michigan 48161, until 3:00 P.M., LOCAL TIME, Monday, the **14th** day of **February**, 20 **11**. The bids will be publicly opened and read aloud by the City Clerk at 3:00 P.M., LOCAL TIME, the same day, in the City Clerk-Treasurer's Office.

The proposed contract includes weekly collection of dumpsters on municipally-owned and / or operated facilities, and shall include all labor, equipment, and transportation necessary to collect and dispose of all refuse from these containers. The term of the contract shall be from the date the contract is executed through February 28, 2014. A total of twelve (12) different facilities are included in the contract.

The Proposal and Contract Documents, including specifications, may be obtained from the Michigan Intergovernmental Trade Network (MITN) at <http://www.mitn.info> only.

The City of Monroe reserves the right to accept any proposal, to reject any proposal or to waive defects in proposals.

A bid bond or certified check made payable to the City of Monroe in the amount of not less than five percent (5%) of the bid must be deposited by each bidder with his bid.

No bidder may withdraw his bid within **FORTY-FIVE (45)** days after the actual date of the opening thereof, but may withdraw it at any time prior to the scheduled closing time for receipts of bids.

ROBERT E. CLARK
Mayor

CHARLES D. EVANS
City Clerk-Treasurer

PATRICK M. LEWIS, P.E.
Director of Engineering & Public Services

**DIVISION K: SUPPLEMENTAL SPECIFICATIONS
CITY OF MONROE 2011-14 DUMPSTER SERVICE CONTRACT
FOR CITY-OWNED FACILITIES**

1. SCOPE OF WORK:

The City of Monroe wishes to contract for weekly collection of dumpsters on municipally-owned and / or operated facilities. This work shall include all labor, equipment, and transportation necessary to collect and dispose of all refuse from these containers. Material to be collected from said dumpsters will range from time to time and from location to location, but will include, but not be limited to, building construction debris, debris collected for regular street sweeping activities, household waste collected as a part of ordinance activities such as residential blight clean-up, and other material commonly collected as a part of municipal public works activities. Contractor shall not be obligated under this contract to remove any material designated as hazardous by any Federal, state, or local laws. Should removal of said materials be deemed necessary or desirable by the City of Monroe, special arrangements may be made with Contractor, though the City is not obligated to utilize Contractor as the sole vendor solicited for this work.

Contractor agrees by submission of a bid under this solicitation, that it will, during the term of this Contract or any extension thereof, collect, transport and dispose of all items of refuse in accordance with the attached contract documents and in compliance with all provisions of applicable local ordinances, state and federal laws and regulations pertaining to the functions to be performed under the Contract.

2. RELATIONSHIP TO OTHER CONTRACT PROVISIONS:

This contract form utilized for this work is the typical City of Monroe Construction Contract form, with a few modifications to the Instructions to Bidders section (Division A). Some sections, particularly in the General Conditions and Specifications (Division D) may not appear on the surface to have applicability to this type of contract. However, all provisions remain in force should the need arise, and if applicable. In any discrepancy exists between any areas of the contract documents, Division D indicates the order of priority of the respective provisions. Throughout this section (Division K) of the specifications, references to the "City" will generally mean the Director of Engineering and Public Services, or his / her designee, which may include the Superintendent of Public Services, City Manager, or other Department of Engineering and Public Services Supervisory personnel.

3. TERM OF CONTRACT:

The term of the contract is from the day it is executed to the last day of February 2014, unless terminated as described herein. The parties reserve the right to extend this contract as determined in their mutual best interest.

4. SPECIAL INSTRUCTIONS TO BIDDERS:

Bid forms to be submitted by each bidder follow page B-2 in the contract documents, and are labeled B-2-1 through B-2-6. Pages B-2-1 through B-2-3 represent the base weekly bid for each of the locations where the City desires weekly service. In determining the annual cost to the City, the bid weekly rate will be multiplied by 52 weeks, and the Contractor monthly billings made to the awarded contractor shall be determined, in turn, by dividing this annual rate by 12. Bidders should be made aware

that some locations include more than one container unit, and in these cases, the weekly bid price shall be that required to collect **ALL** containers at one location. Pages B-2-4 and B-2-5 (Alternate Service Pricing) will not be tabulated in determining the lowest bidder, but will be used should the City desire additional weekly service at any of the contract locations or any other reasonable location within the City of Monroe, or an additional service for a specific purpose (i.e. special neighborhood clean-ups, festivals, blight clean-ups). While these prices do not reflect the essence of the contract, they may be considered in determining the bid that is in the best interest of the City of Monroe. All bid prices on all bid forms shall be subject to an annual adjustment beginning July 1, 2012, as described further in these Supplemental Specifications. The City reserves the right, but not necessarily the obligation, to utilize the Alternate Service Pricing at any time during the contract.

5. HOURS AND DAYS OF WORK:

Contractor shall collect refuse from specified containers no less than once per week, between the hours of 8:00 A.M. and 3:30 P.M., Monday through Friday. The Contractor shall also supply the City with a list of observed holidays so that the City is aware of what days collection can not occur.

6. FAMILIARITY WITH CONTRACT REQUIREMENTS:

It is each bidder's responsibility to visit all collection locations called out in this bid package and to become familiar with the contract locations, site boundaries, terrain, surface, access to, truck routes serving, character and amount of equipment needed to service, and all other matters that could in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

7. TRUCK ROUTES / ACCESS TO SITES:

Collection vehicles are allowed by City ordinance on any roadways serving these sites that may not lie directly on a designated truck route, but they must access said roadway by the most direct route from a designated truck route. Contractor will be furnished with a reasonable number of truck route maps from the City upon request.

8. EQUIPMENT:

The Contractor shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. The Contractor shall, at all times, keep said equipment in first class working order and condition. Each bidder shall submit with his/her bid, a description of all equipment to be used in the performance of the proposed contract. All equipment used to collect and transport solid waste materials under this contract shall have current State of Michigan licenses and certifications required for this purpose. No person shall allow refuse or rubble of any kind whatsoever to leak, spill, blow or drop from any vehicle onto any public street within the City.

9. RESPONSIBILITY FOR DAMAGE AND INJURY:

The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so within forty-eight (48) hours. The Contractor shall be back-charged for all costs required to complete this work. In the event that the Contractor causes building or property damage, the Contractor is

responsible for immediate communication with the Owner. This provision is designed to supplement, not replace, other liability and indemnification clauses listed throughout other sections of the contract.

10. PAYMENT:

Upon satisfactory completion of each month's service the Contractor shall submit monthly billing to the Public Services Department of the City of Monroe. Payment will be made by check within 30 days of invoice receipt. Payment for services rendered from the commencement of services under the contract through June 30, 2012 shall be made at the prices submitted by the Contractor on the bid form, with additions subject to any diesel fuel surcharges as further described in this Division. Payment for services rendered from July 1, 2012 through the termination of the contract and any extensions authorized, shall be made based on an annual adjustment effective July 1, 2012 and each subsequent July 1 as described further in this section.

Given that it is expected that equitable adjustments will need to be made in the contract price for future years 2010 and 2011, as well as 2012 and 2013 if City elects to award a 5-year term based on a favorable alternate bid, Unit prices submitted with this bid are firm through June 30, 2012. On July 1, 2012, and each subsequent July 1, the annual price will be adjusted using the latest available Consumer Price Index (CPI) from the United States Bureau of Labor Statistics, for the Detroit Metropolitan Statistical Area (MSA) – all urban customers. This link is available at <http://www.bls.gov/cpi> at the present time. In such a fashion, the annual contract cost shall be increased (or decreased as the case may be) by the percentage change in the CPI as is current as of February 1 of each year, and this could be from end of year to end of year, or month of one year to the same month of the following year, whichever is most current. If, due to extraordinary inflation, the chosen CPI exceeds ten percent (10%) in any given year, the City will have the right to terminate the contract at that point in their sole discretion.

In the event of new, or a change of existing, local, state or federal laws or mandates related to the collection, disposal, or processing of refuse, recyclables or yard waste, the Contractor and City may negotiate new contract rates. If the parties are unable to agree hereon within thirty (30) days after demand by either party, the dispute shall be settled by arbitration as set forth in this agreement.

11. DIESEL FUEL SURCHARGE:

As it is understood that the market pricing of diesel fuel represents a major uncertainty in the bids submitted under this proposed contract, the City will allow for monthly price adjustments based on a diesel fuel surcharge, and said surcharge will not be subject to profit mark-up under annual contract pricing adjustments. In addition to submission of unit prices for service on the bid forms, Contractor may submit individual proposals for diesel fuel surcharges, which will be considered in determining the bid that is in the best interest of the City. Contractor is not required to submit such a proposal for surcharge, but if one is not submitted and Contractor's bid is accepted on this basis as being in the best interest of the City, no adjustments of any kind on this basis will be considered during the life of the contract term.

12. BONDING REQUIREMENTS:

Due to the multi-year nature of this contract and the type of work being undertaken, the requirement for the Performance Bond will be reduced to twenty-five percent (25%) of the total contract price for the first year of the contract. The Labor and Material Bond

requirement shall be limited to the full value of the contract for the first year. Both bonds will remain in force for the life of the contract. The Maintenance and Guarantee Bond shall not be required with this contract.

13. WAGE RATE REQUIREMENTS:

Since this contract is for maintenance-type activities only, the City's Labor Harmony provisions normally applicable to construction contracts shall not apply. Bidders shall be required to comply with all applicable Federal and State laws regarding employment of labor and payment of wages, but no specific City requirements are imposed upon the Contractor.

14. CITY'S RIGHT TO TERMINATE CONTRACT:

The City shall have the sole right, without prejudice to any other right or remedy, terminate the Contract and re-bid the same, if any of the following occurs:

- The Contractor is adjudged bankrupt or if he/she should make a general assignment for the benefit of his/her creditor
- A receiver is appointed on behalf of the Contractor on account of their insolvency
- The Contractor repeatedly refuses to supply enough labor, material or equipment to maintain the established schedules or collections
- The Contractor fails to make prompt payment for materials or labor
- The Contractor disregards laws of the United States of America, State of Michigan, or ordinances of the City of Monroe
- The Contractor violates any provision of the Contract

15. DISPOSAL OF REFUSE

All refuse placed within the specified containers shall be disposed of by the Contractor and the disposal cost shall be included in the contract cost. The City shall not provide the site or any contractual arrangements for the disposal of refuse. The City of Monroe reserves the right to review and approve the proposed disposal site(s) prior to award of this contract. All refuse shall be disposed of at a licensed Act 641 landfill or transfer station. The Contractor shall provide written notification to the City of the proposed disposal site(s) prior to their use. The City shall, within a reasonable time, provide written notice to exercise its right to review and approve, and if the right is exercised, written authorization or denial for the use of the site(s). Said statement shall include the City's reasons for its decision. Any disposal site plan must conform to the Monroe County Solid Waste Management Plan in effect during the term of the contract.

All testing and required local, state, and / or Federal paperwork for the containers used for collection of street sweepings shall be at the cost and responsibility of the Contractor, and shall be submitted at regular intervals to the City.

16. SUPERVISION:

The Contractor must be represented in person or at all times have an authorized representative, acceptable to the City of Monroe, supervising the work. Timely action shall be taken to remedy any condition that constitutes a failure to fulfill the terms of this contract. The Contractor shall provide the City with an off-hours emergency contact phone number for the designated supervisor that can be used to report missed collections or any emergencies that may arise.

17. CONTRACTOR DELAYS / STRIKES:

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or any other person on account of stoppages or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by account of any delay from any cause whatsoever over which the City has no control.

The Contractor shall be required to file proof with the City that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City within thirty (30) days thereafter; proof that said agreement also contains a "no strike" clause. Should, nevertheless, a strike occur which lasts more than 7 calendar days, the City shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this agreement, up to and including termination of the contract. Any cost or expense of such collection by the City shall be reimbursed by the Contractor, and may be set off from any funds owed the Contractor by the City pursuant to this agreement.

18. DRIVER'S LICENSE REQUIREMENTS:

The Contractor shall be responsible for insuring that employees driving his/her equipment in the City of Monroe have a current, valid driver's license of the State of Michigan for the equipment being driven as required by law.

19. LOCKS AND KEYS:

For unsecured locations, where desired by the Owner, the Contractor shall provide keys and locks at Contractor cost, with a duplicate set provided to the City.

20. CHANGES IN LEGISLATION / TAXES / INDUSTRY FEES:

Throughout the term of the Contract, Federal, state, county or local legislation may change which may impact the terms of this Contract. The Contractor and the City agree to negotiate those items that constitute an impact in the Contract, and in the event that the parties cannot reach agreement, either party shall have the right to terminate the contract with 30 days notice.

In the event that the State of Michigan, County of Monroe, City of Monroe, or any other unit of government with jurisdiction imposes any new or increased tax or surcharge on these work activities that leads to an increase in the cost of providing the services contemplated under this contract, Contractor shall receive additional compensation to the extent of such new tax or surcharge. Contractor shall provide the City a minimum of 30 days prior written notice of any new or increased tax or surcharge, and this notice shall include supporting documentation justifying the need for this increase.

21. BID QUESTIONS:

There is no mandatory or optional pre-bid meeting for this contract, as it is, in general, self-explanatory. However, bidders should familiarize themselves with these specifications and the work locations prior to submission of bids, and if there are any questions, they should be raised in writing via fax (734-384-9108) or email (patrick.lewis@monroemi.gov) to Patrick M. Lewis, P.E., Director of Engineering and Public Services no later than Tuesday, February 8, 2011 at 4:30 P.M. Should it be necessary, a contract addendum will be forwarded to all bidders no later than Thursday, February 10, 2011 at 4:30 P.M. via fax. No questions regarding this contract will be answered verbally.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: POLICE VEHICLE PURCHASE – SEVEN (7) FORD CROWN VICTORIA INTERCEPTORS AND ONE FORD FUSION

DISCUSSION: The City's Stores and Equipment Fund, an Internal Service Fund, is responsible for the maintenance and purchase of all police vehicles, and it is generally felt by both the Department of Public Services and Police Department that the patrol vehicles should be rotated out of Police service once they are no more than four (4) years old, and earlier if needed, depending on their maintenance history and mileage. While these patrol cars may become somewhat unreliable for pursuit purposes as they approach 80,000 to 100,000 miles, it is likely that they will provide additional years of service for the light-duty City fleet. This in turn enables us to largely limit the purchase of new vehicles to the patrol cars, where the need is the greatest. Currently, there are fourteen (14) total patrol vehicles in the Police fleet, with one of them the command vehicle (2008 Ford Explorer) and one of them the K-9 vehicle (2005 Ford Explorer), and the other twelve (12) pursuit vehicles (Crown Victorias) between 2008 and 2011 model years. Four (4) of these twelve (12) were replaced in Summer 2010, and on our present replacement schedule, three (3) more were already planned for replacement in Spring / Summer 2011, with four more planned for replacement in Spring / Summer 2012. We plan to also replace the command vehicle after July 2011, and the existing command vehicle will then replace the K-9 unit.

As has been widely publicized, Ford is phasing out the Crown Victoria Interceptors with the 2011 model year, and their new police interceptor model will be based on the Taurus platform. While there is still some uncertainty about the exact vehicle specifications, there is a distinct possibility that major, time-consuming and costly modifications may need to be made in the rear seats, rear cages, and light bars, such that current equipment may not be readily transferable to the new models. It seems prudent at this point to advance our vehicle replacement schedule while the Crown Victoria Interceptors are still available to forestall such possible expenses as long as possible. In such a fashion, we are proposing at this time to purchase not only the three Crown Victoria replacements for 2011, but also to advance the four 2012 purchases as well. Also, at this time, while we have already reduced the overall undercover fleet from nine (9) to six (6) total vehicles, we still need to replace one of them with a new vehicle, and we have chosen a 2011 Ford Fusion for this purpose.

This advancement also offers a benefit to the general City light-duty fleet. In 1999, numerous new Ford Ranger pickup trucks were purchased for various City departments, mostly Engineering and Building. While nine (9) are still in service, these are far beyond their expected service life, and are becoming increasingly unreliable. In lieu of a replacement cost potentially approaching \$150,000 for all of these vehicles, we are proposing to replace seven (7) with the 2008 and 2009 Crown Victoria sedans that will no longer be used by the Police Department, and in 2013, we will likely replace the remaining two (2) with our next Police vehicle purchase. All unused vehicles are planned to be auctioned off in a comprehensive City property auction later this year.

The Stores and Equipment Supervisor has investigated various alternatives for purchase of the seven (7) Crown Victoria sedans and one (1) Ford Fusion. She has determined, as has been the case in past years, that the pooled bids for the Urban counties and the State of Michigan are by far the greatest advantage, with the lowest bid again this year being through Macomb County. While we would welcome the opportunity to purchase from the local Ford dealership, they have repeatedly indicated that they cannot come close to the aforementioned bid pricing. While the Ford Fusion SE is being purchased for the standard package price of \$15,871.00, the Crown Victorias include additional needed options beyond the standard price of \$19,790.00, bringing the final price to \$21,183.00 per vehicle. A listing of all items included in the base price, as well as all available options and the selected options package has been attached as well.

IT IS RECOMMENDED that the City Council award a contract to purchase seven (7) 2011 Ford Crown Victoria Police Interceptor vehicles for a total of \$148,281.00, and one (1) 2011 Ford Fusion SE sedan at \$15,871.00 from Signature Ford of Owosso, Michigan. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to prepare a purchase order for the above total amount of \$164,152.00.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 22, 2011

REASON FOR DEADLINE: Ford is phasing out the Crown Victoria Police Interceptor and orders will only be taken through the end of February.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Police Department, Department of Public Services, traveling public

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$164,152.00
	Cost of This Project Approval	\$164,152.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

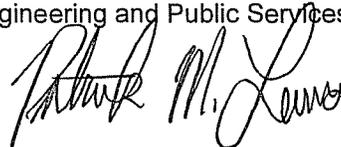
SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Vehicles – Stores & Equip.	641-60.521-981.000	\$164,152.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 02/15/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: February 22, 2011

City of Monroe, Michigan
Monroe Police Department
Pricing/Option List

2011 Ford Crown Victoria Police Interceptor **\$19,790.00**

ADDED OPTIONS:

<u>Description</u>	<u>Option Code</u>	<u>Cost</u>
Cloth Front buckets/Cloth Rear seats (Credit)	88H	(\$55.00)
8-way Power Driver Seat	21A	\$330.00
Limited Slip Differential	45C	\$109.00
Locks, Single Key Code: 1284x	432	\$44.00
Molding, Bodyside Front Door Shipped in Trunk	96B	\$26.00
Spot Lamps, Left Hand Pillar mount only	51A	\$169.00
Special Paint Tutone #1, Black w/white accents (Diagram attached)	952	<u>\$770.00</u>
Total Cost per vehicle		\$21,183.00

Macomb County Bid Price (Bid #23-05, 2011MY)
In the
State of Michigan
Equipment For
2011 Police Vehicle Bid

POWERTRAIN/FUNCTIONAL

- Air induction system – unique police air induction system
- Ball joints – low friction, non-greasable upper ball joints
- Battery – maintenance-free 78-AH, 750 CCA
- Body on frame construction
- Brakes, Power Anti-lock Braking System (ABS)
- Brake shift interlock isolation from tail lights
- Manual parking brake release
- Single stroke parking brake
- Drive shaft – aluminum
- Drivetrain – Rear Wheel Drive (RWD)
- Engine, 4.6L FFV OHC SEFI V8 (250 HP)
- Engine Idle Meter
- Engine oil cooler
- Exhaust system – stainless steel, dual
- Fail safe cooling
- Fuel tank – 19 gallon
- Generator – high output, 200-amps max output, 132-amps at idle (80 deg F)
- Heat ducts – rear floor-mounted
- Hood assist – gas cylinder
- Horn – dual note
- Ignition system – electronic distributorless; coil on plug ignition system
- Jack – scissors
- Multi-speed electrodrive fan
- Steering, Power rack & pinion
- Power steering oil cooler
- Variable-assist power steering
- Suspension
- Front & rear stabilizer bars
- Heavy duty frame
- Heavy duty nitrogen pressurized monotube shock absorbers
- Heavy duty suspension
- Short-long arm front suspension
- Watt's linkage rear suspension
- Transmission, 4-Speed automatic transmission
- Oil-to-air transmission oil cooler
- Voltage regulator – electronic, integral to generator

EXTERIOR

- Bumpers – body color, concealed w/one-piece full wrap cover
- Decklid – low liftover design
- Glass – solar tinted
- Grille – black, center Ford oval design
- Mirrors – black fold-away dual remote control power
- Tires
- 17" spare tire/wheel – conventional size
- P235/55R17 A/S BSW
- Wheels – heavy duty steel rims (17"x7.5")

INTERIOR

- Air conditioning – manual
- AM/FM stereo

- Radio speakers – door-mounted, located above armrests
 - Rear windshield radio antenna
 - Door locks – power
 - Floor covering – heavy duty rubber
 - Footrest – driver footrest
 - Glove box – illuminated lockable
 - Instrument panel
 - 140-mph certified calibration speedometer
 - Analog gauges instrument cluster
 - Easy access labeled fuse panel
 - Lights
 - Dome & luggage compartment lamps
 - Dual beam map lamp
 - Light bar connector, 40-amp battery circuit at front right corner of trunk
 - Mirror – day/night inside rearview
 - Power point – rear power access point (power junction box providing power to trunk-mounted equipment)
 - Seats, Cloth buckets in front (manual adjust), vinyl bench in rear
 - 2-Way head restraints
 - Anti-Stab Plates
 - Steering wheel – tilt
 - Sunvisors – cloth covered
 - Trim, Color keyed front & rear scuff plates
 - Dual ashtray-mounted cupholders
 - Integral front door map pockets
 - Luxury full carpet luggage compartment trim
 - Removable headliner w/high intensity dome lamp
 - Trunk – deep well
 - Windows
 - Defroster grill w/integral vertical ribs
 - Power, express-down feature on driver side
 - Rear window defroster
- SAFETY/SECURITY**
- Air bags, Driver & front passenger, Side (driver & passenger)
 - Dual 2nd generation front supplemental restraint system
 - Battery saver (turns off lights after 30 minutes)
 - Belt-Minder® System
 - Child safety latches on rear doors
 - Emergency interior trunk release
 - Personal Safety System® w/dual-stage air bags, 2nd generation – driver & right front passenger including safety belt pretensioners, seat position & weight sensors
 - Side door intrusion beams
 - Tire Pressure Monitoring System (TPMS)
 - Packages 65a, 65P, 65U, 65W, & 68P are covered under 3 Yr/36,000 Miles, Except where noted. Strobe Bulb 1 Yr/36,000 Miles, Siren/Speaker warranty 2 Yr/36,000 Miles
 - 3Yr/36,000 Miles Bumper to Bumper Warranty
 - 5Yr/60,000 Miles Powertrain Warranty

BASE PRICE

\$19,790.00

DELIVERED LOWER MI: U.P. CALL ON PRICE PER VEHICLE

Terms: Net 10 days

VEHICLE BRAND AND MODEL:

Ford Crown Victoria, Police interceptor
BID PRICE EXPIRES: March 1st, 2011.
 Subject to change without notice by Ford Motor Company
**** New this year**

Packages Included in this bid:	OPTION #
Grille Lamp, and Speaker Wiring	172-n/c

VEHICLE COLOR: Order Code	Interior Trim Colors (Circle Interior Color)		
	Charcoal Black	Dark Camel	Med. Lt. Stone
	- N -	- J -	- L -
Arizona Beige Clearcoat Metallic [AQ]	[]	[]	
Medium Brown Metallic [BU]		[]	
**Dark Toreador Red Clearcoat Metallic [JL]	[]	[]	[]
Dark Blue [LK]	[]		[]
**Norsea Blue Clearcoat Metallic [KR]	[]	[]	[]
Royal Blue [LM]	[]		[]
Light Blue Metallic [LN]	[]		[]
**Light Ice Blue Clearcoat Metallic [LS]	[]		[]
Ultra Blue Clearcoat Metallic [MM]	[]		[]
**Smoked Stone Clearcoat Metallic [HG]	[]	[]	[]
Light Gray [TM]	[]		[]
Silver Grey Metallic [TN]	[]		[]
**Silver Birch Clearcoat Metallic [JP]	[]	[]	[]
**Black Clearcoat [UA]	[]	[]	[]
**Vibrant White Clearcoat [WT]	[]	[]	[]
Medium Titanium Clearcoat Metallic [YG]	[]		[]

**** These Colors for Street Appearance Package & ALL OTHER PATROL CARS**

INTERCEPTOR OPTIONAL FEATURES:

Items marked bid are included in the above price of required equipment in bid

	<u>Seats:</u>	<u>\$ COST</u>	<u>OPTION CODE</u>
[]	Cloth Front buckets 40/40-/Cloth Rear (credit)	(55.00)	88H
[]	Cloth Front buckets 40/40-/Vinyl Rear	Standard	I
[]	Cloth Split Bench 50/50-/Cloth Rear (Includes Comfort and Convenience Package)	80.00	P/41A
[]	8-Way Power Driver Seat w/ Power Lumbar Support	330.00	21A
[]	Comfort & Convenience Package (Includes: Power Driver Seat, Speed Control and AM/FM Radio w/Single CD)	665.00	41A
[]	Speed Control	196.00	525
[]	Floor Covering Cloth, Mats, Front & Rear Color-Keyed Carpet	109.00	128
[]	Heater, Engine Block Immersion	41.00	41H
[]	License, Plate Bracket	N/C	153
[]	Limited Slip Differential	109.00	45C
[]	Axle ratio change to 3.55, provide greater acceleration with vehicle top speed reduction, Limited Slip Axle Incl. 730A		142.00
[]	Molding, Bodyside Front Door Installed		26.00 96A
[]	Molding, Bodyside Front Door Shipped in Trunk	26.00	96B
[]	Molding, Bodyside Front and Rear Door Shipped in Trunk	26.00	96C
[]	Chrome Grill	40.00	66C
[]	Power Heated Mirrors	30.00	61K
[]	Remote Keyless Entry key Fob w/out key pad	222.00	14R
[]	Deck lid Release on Dash & Driver Door, Ignition powered	54.00	61H
[]	Full Wheel Covers (replace Standard Hub Caps)	40.00	64N
[]	Lamps, courtesy, inoperative	18.00	478

[]	Lamp, Dome/Map (5"center mount by windshield) Delete	N/C	54M
[]	Lock system; single key/all vehicles keyed alike	44.00	43_
	Key Code 1284x=432 Key Code 0135X=436	Key Code 0576X=438	
	Key Code 1294X=435 Key Code 1435X=437	Key Code 0151X=439	
[]	Power door lock, Operational by driver & passenger		
	With rear door handles made inoperative	22.00	67R
[]	Power windows, driver/ passenger operated, rear inop.	22.00	948
[]	Smokers Package (Lighting element)	8.00	63B
[]	Locking Gas Cap	9.00	98G
[]	Trunk Pack	170.00	14T
[]	AM/FM Radio (Delete)	(86.00)	58Y
[]	Audio, AM/FM /stereo Single CD	185.00	58Z
[]	Radio interference suppression - bonding straps	83.00	53M
[]	Radio Pre-wire for 2-way	40.00	946
[]	Pigtail Connector for Power Distribution Box	30.00	Sig
[]	Lateral Bow reinforcement, Extra bow with center plate to header (Like MSP light)	71.00	185
[]	Light under hood to check engine oil at night	135.00	SIG
[]	Automatic Fire Suppression System w/Manual overrides	3,400.00	60S
[]	Police Power Pigtail-call for wire diagram	25.00	179
[]	Hoses, Silicone w/Aircraft Clamps	318.00	177
[]	Horn Siren Wiring Prep Package	35.00	175
	Spot lamps:		
[]	Left Hand Pillar Mounted	169.00	51A
[]	Dual Spot lamps	300.00	51Y
[]	Roof Wiring- with hole in Center of Roof w/Lateral Bow Reinforcement	174.00	187
[]	Roof wiring, No hole in roof	76.00	189
[]	Lamp pre-Wire Group, for package tray & under deck lid	40.00	476
[]	Police Prep Package-Ready for the Road	3,600.00	65U
[]	Police Prep Package-Ready for the Road w/LED	3,600.00	65S
[]	Police Prep Package-Base	685.00	65A
[]	Police Prep Package-Base w/LED	885.00	65J
[]	Base Lighting Package	1,730.00	65P
[]	Base Lighting Package w/LED	1,730.00	65R
[]	Visibility Package	2,710.00	65W
[]	Visibility Package w/LED	2,710.00	65H
[]	Police Prep Package complete	1,825.00	68P
[]	Street Appearance Package (ADM Vehicle)	150.00	750A
[]	Street Appearance Package (ADM Vehicle) w/3.55 LS Axle 770A	300.00	
[]	Ballistic Door Panels, Drivers Side only	1,195.00	90L
[]	Ballistic Door Panels, Drivers & Passengers Front only	2,200.00	90B
[]	** Go Rhino Center Push Bumper Only Installed	310.00	ALT
[]	** Go Rhino Center & Headlight Wrap System Installed	495.00	ALT
[]	Trailer Hitch Receiver with 1 7/8" Ball or 2" Ball	300.00	OHP
	SPECIAL PAINT:		
[]	Tutone #1	770.00	952
[]	Tutone #2	770.00	953
[]	Tutone #3	770.00	955
[]	Tutone #4	770.00	956
[]	*ONE COLOR - Other than standard orders (Bumper Inc.)	670.00	SPO
[]	*TWO COLORS - Other than standard orders (Bumper Inc.)	970.00	SPO

Total \$ _____

ESP bid pricing for POLICE CROWN VICTORIA INTERCEPTORS

New Vehicle Plans	\$50.00	\$100.00	\$0.00
Deductible	Deductible	Deductible	
	(Standard)		
PowertrainCare			
3 Years/100,000 Miles	\$1,560.00	\$1,535.00	\$1,650.00
4 Years/100,000 Miles	\$1,725.00	\$1,700.00	\$1,820.00
5 Years/75,000 Miles	\$1,120.00	\$1,100.00	\$1,190.00
100,000 Miles	\$1,925.00	\$1,900.00	
\$2,015.00			

BaseCare			
3 Years/100,000 Miles	\$1,620.00	\$1,575.00	\$1,820.00
5 Years/75,000 Miles	\$1,750.00	\$1,725.00	\$1,895.00

ExtraCare			
5 Years/75,000 Miles	\$2,365.00	\$2,325.00	\$2,535.00

PremiumCare			
3 Years/60,000 Miles	\$2,110.00	\$2,060.00	\$2,240.00
75,000 Miles	\$2,325.00	\$2,245.00	
\$2,555.00			
5 Years/75,000 Miles	\$2,550.00	\$2,470.00	\$2,780.00

An additional surcharge of \$100.00 will be added to all vehicles enrolled beyond 12 months/12,000 miles.

2011 Ford Fusion Major Standard Equipment

MECHANICAL:

- Brakes – 4-wheel Disc Anti-Lock Braking System (ABS)
- Engine – 2.5L I4 Engine
- **6-Speed Auto Transmission (44W)**
- Engine – 3.0L V6 Duratec Flex-Fuel (E85)
- Road & Leaf Badge
- 6-speed SelectShift™ Auto Transmission
- Steering – Variable Assist Power Steering, Rack and Pinion

EXTERIOR:

- Bumpers – Body Colored Front and Rear
- Door Handles – Body Color
- Glass – Solar Tinted
- Grille – Chrome
- Mirrors
 - Integrated Spotter Mirrors
 - Black Side Mirrors
 - Power Adjustable
- Wheels/Tires
 - 16" Aluminum Wheels
 - P205/60VR16 A/S BSW Tires
 - Compact Spare Wheel/Tire

INTERIOR/COMFORT:

- Center Consoles – Front Row with 2 Tier Armrest Storage
- Climate Control – Cabin Air Filter
- Door Locks – Power
- Illumination – Dome Lamp with Map Lights – 1st and 2nd Row
- Instrument Cluster with Message Center
- Seats
 - 1st Row – 4-Way Manual Driver Seat
 - 1st Row – 2-Way Manual Passenger Seat
 - 2nd Row – 60/40, Spring-Assisted, Split Bench with Center Armrest and 2 Cupholders
 - Cloth Seating Surfaces
- Shifter Knob – Urethane
- Steering Wheel
 - Manual Tilt/Telescoping
 - Cruise Control

SAFETY & SECURITY:

- AdvanceTrac – (ESC) with Brake Actuated Traction Control
- Air Bags, Dual Front Airbags & Side Airbags/Side Air Curtains
- Child Safety Locks – Rear Doors
- Emergency Trunk Release – Glow-in-the-Dark
- Illuminated Entry
- LATCH (Lower Anchors and Tether Anchors for CHildren) System – 2nd Row
- Occupant Classification System
- Perimeter Anti-Theft Alarm
- Personal Safety System – Seat Belt Pretensioners, Load Limiting Retractors, Dual-Stage Front Air Bags Driver Seat Position Sensing, Crash Severity Sensing
- Remote Keyless Entry System with Trunk Release (FOB Integrated Into Key) Integrated Keyhead Remote Transmitter
- SOS Post-Crash Alert System
- Securilock™ Passive Anti-Theft System
- Tire Pressure Monitoring System (TPMS)

FUNCTIONAL:

- Audio
 - AM/FM Stereo/Single CD/MP3
 - 4 Speakers
 - Audio Input Jack
- Battery Saver
- Decklid Release – Remote
- Easy Fuel™ – Capless Fuel Filler
- Instrumentation – Trip Computer
- Power Points – 2, 12V, Located In Front of Vehicle
- MyKey
- Sun Visors – Dual Driver and Passenger
- Window – Rear Defroster
- Windshield Wipers – Front Speed Sensitive
- Windows— Power Side with 1-Touch Up/Down on Driver Side

[] Fusion S, Model Base Price P0G/100A/44W PKG (2.5L 4 Cyl Eng) \$14,607.00

Available Standard Options

	<u>Option #</u>	<u>Price</u>
[] Floor Mats – 1st & 2nd Row	12Y	55.00
[] Front License Plate Bracket	153	N/C
[] Daytime running Lamps	942	45.00
[] Engine Block Heater	41H	35.00
[] All Weather Floor Mats(Black) – Front and Rear	55M	70.00
[] Powercode Remote Start System	55S	325.00

- Fusion SE, Model Price P0H/200A/44W PKG(2.5L 4 Cyl Eng.) \$15,871.00**
- Fusion SE, Model Price P0H/200A PKG(99G/3.0L 4V V6 Eng.) \$17,302.00**

SE CONTAINS ALL BASE EQUIPMENT PLUS:

- Audio— AM/FM Stereo/Single Disc/MP3 Capable w/ 6-Speakers
- Exhaust – Dual with Chrome Tips
- Floor Mats – 1st & 2nd Row
- Fog Lamps
- Headlamps – Automatic Halogen (AutoLamp)
- Mirrors – Body Colored
- Seats_ 1st Row – 8-way Power Driver Seat with Manual Lumbar
- SIRIUS® Satellite Radio with 6-month pre-paid subscription
- Storage— Map Pockets – Front Seat Backs
- Steering Wheel— Redundant Controls
- Visors – Driver and Front Passenger with Illuminated Mirrors
- Wheels/Tires — 17" Design Steel Wheel with Silver Paint and Painted Cover — P225/50VR17 A/S BSW

<u>Available Options for all SE Package's</u>	<u>Option #</u>	<u>Price</u>
<input type="checkbox"/> Ford SYNC® Voice-activated Communications and Entertainment System (includes 911 assist and vehicle health report)	201A	355.00
<input type="checkbox"/> Sun & SYNC® Package (<i>Power Moonroof, Electrochromic (Auto-Dimming) Rearview Mirror (with Microphone and Compass) Ford SYNC® Voice-activated Communications and Entertainment System</i>)	202A	790.00
<input type="checkbox"/> Monochrome Appearance Package (<i>Package available in: Tuxedo Black, Sport Blue Metallic, Sterling Gray Metallic, Red Candy Metallic Tinted Clearcoat exterior colors with Charcoal Black interior only, Body Colored Grille, 18" machined-aluminum wheels with painted pocket, P225/45R18 V-rated performance tires, Sport-tuned suspension, Rear spoiler, Unique finish on IP Spears and Center Stack, Unique cloth seat and door trim inserts, and Leather wrapped steering wheel and shift knob</i>)	14X	785.00
<input type="checkbox"/> Monochrome Appearance Package (<i>Same Package content as Monochrome Appearance Package with one exception, Chrome Grille replaces Body Color Grille</i>)	14C	785.00
<input type="checkbox"/> Front License Plate Bracket	153	N/C
<input type="checkbox"/> Rear Deck Spoiler	13K	260.00
<input type="checkbox"/> Reverse Sensing System	43P	260.00
<input type="checkbox"/> Daytime running Lamps	942	45.00
<input type="checkbox"/> Engine Block Heater	41H	35.00
<input type="checkbox"/> Mirror – Heated, Non Puddle Lamp	54P	35.00
<input type="checkbox"/> 17" Painted Aluminum Wheel (N/A w/14X or 14C)	64G	350.00
<input type="checkbox"/> All Weather Floor Mats(Black) – Front and Rear	55M	70.00
<input type="checkbox"/> Powercode Remote Start System	55S	325.00

- Fusion SEL, Model Price P0J/300A/44W PKG(2.5L 4 Cyl Engine) \$18,120.00**
- Fusion SEL, Model Price P0J/300A PKG(99G/3.0L 4V V6 Engine) \$19,526.00**
- Fusion SEL, AWD Model Price P0C/300A PKG(99G/3.0L 4V V6) \$21,131.00**

SEL CONTAINS ALL SE EQUIPMENT PLUS:

- Ambient Lighting
- Climate Control – Dual-zone Automatic Temperature Control (DEATC)
- Ford SYNC® Voice-activated Communications and Entertainment System includes 911 assist and vehicle health report
- Mirror – Electrochromic (Auto-Dimming) Rearview Mirror
- Puddle Light/Heated Mirrors
- Seats— 1st Row – 8-way Power Driver's Seat — 1st Row – 4-way Power Passenger's Seat — Leather Trimmed and Heated Seating Surfaces
- SecuriCode™ Keyless Entry Pad
- Steering Wheel— Leather Wrapped
- Unique Interior Trim
- 17" Aluminum Wheels
- P225/50VR17 A/S BSW Tires
- Windows_ Power Side Driver/Passenger 1-Touch Up/Down _ Global Open Feature – Driver, Front Passenger Global Open Controls (Moonroof if Equipped) May Be Opened with Key or Key Fob

Available Options for all SEL Package's

	<u>Option #</u>	<u>Price</u>
<input type="checkbox"/> Moon & Tune Value Package (<i>Moonroof, and Sony Sound System/CDx6/MP3 Capable with 12 Speakers</i>)	301A	790.00
<input type="checkbox"/> Moon & Tune Value Package Plus (<i>Moonroof, and Sony Sound System/CDx6/MP3 Capable with 12 Speakers, Driver's Vision Package(Blind Spot Detection with Cross-Traffic Alert Rear Camera) And Reverse Sensing System</i>)	302A	1614.00
<input type="checkbox"/> Monochrome Appearance Package (<i>Package available in: Tuxedo Black, Blue Flame Metallic, Sterling Gray Metallic, Red Candy Metallic Tinted Clearcoat exterior colors with Charcoal Black interior only, Body Colored Grille, 18" machined-aluminum wheels with painted pocket, P225/45R18 V-rated performance tires, Sport-tuned suspension, Rear spoiler, Unique finish on IP Spears and Center Stack, Unique cloth seat and door trim inserts, and Leather wrapped steering wheel and shift knob</i>)	14X	785.00
<input type="checkbox"/> Monochrome Appearance Package (<i>Same Package content as Monochrome Appearance Package with one exception, Chrome Grille replaces Body Color Grille</i>)	14C	785.00
<input type="checkbox"/> Cloth Seating Surface(Credit)	88D	(-1025.00)
<input type="checkbox"/> Front License Plate Bracket	153	N/C
<input type="checkbox"/> Rear Deck Spoiler	13K	260.00
<input type="checkbox"/> Reverse Sensing System (300A and 301A Only)	43P	260.00
<input type="checkbox"/> Daytime running Lamps	942	45.00
<input type="checkbox"/> Engine Block Heater	41H	35.00
<input type="checkbox"/> Premium Floor Mats (1st and 2nd Row & Trunk Mat)	12P	88.00
<input type="checkbox"/> All Weather Floor Mats(Black) – Front and Rear	55M	70.00
<input type="checkbox"/> Powercode Remote Start System	55S	325.00
<input type="checkbox"/> Voice-activated Navigation System – In-dash screen and Single DVD/CD/MP3 Player, DVD-audio, DVD-video capability. Internal hard disk drive for map, POI storage and 10 GB Music Jukebox and Integrated SIRIUS® Travel Link.(302A Only)	58N	1650.00

- Fusion Sport, Model Price P0K/400A PKG(3.5L 4V V6) \$19,730.00**
- Fusion Sport, AWD Model Price P0D/400A PKG(3.5L 4V V6) \$21,339.00**

SPORT CONTAINS ALL SE EQUIPMENT PLUS

- Chrome Accented Trim
- Decklid Spoiler
- Engine – 3.5L V6 Duratec Engine
- Ford SYNC® Voice-Activated Communications and Entertainment System (includes 911 assist, VHR, Traffic Directions and Information Services)
- Instrument Cluster - Compass
- Leather Shift Knob
- Mirror – Electrochromic (Auto-Dimming) Rear-view Mirror
- Modified Sports Tuned Suspension
- Seats— 1st Row – 10-way Power Driver's Seat — Unique Accented Leather-trimmed Seating Surfaces and door trim inserts

- Side Rocker Moldings
- SPORT Decklid Badging
- Steering Wheel— Leather Wrapped with Cruise Control and Redundant Control Buttons
- Transmission – 6-Speed SelectShift Automatic™ with H-Gate
- Unique Center Stack Appliqué
- Unique Front Fascias
- 18" Premium Aluminum Wheels
- P225/45VR18 A/S BSW Tires
- Windows _ Power Side Driver/Passenger 1-Touch Up/Down Window _ Global Open Feature — Driver, Front Passenger Global Open Controls (Moonroof if Equipped) May Be Opened with Key or Key Fob

Available Options for all Sport Package's

	<u>Option #</u>	<u>Price</u>
<input type="checkbox"/> Moon & Tune Value Package (<i>Moonroof, and Sony Sound System/CDx6/MP3 Capable with 12 Speakers</i>)	401A	790.00
<input type="checkbox"/> Moon & Tune Value Package (<i>Moonroof, and Sony Sound System/CDx6/MP3 Capable with 12 Speakers</i>)	402A	2621.00
Comfort Package (<i>1st Row Driver & Passenger Heated Seats and 4-way Power Passenger Sea, Ambient Lighting, Dual Zone Automatic Temperature Control (DEATC), Heated Mirrors with Puddle Lamps, and SecuriCode™ Keyless Entry Pad</i>)		
Comfort Package <i>BLIS™ (Blind Spot Information System) with Cross Traffic Alert, Rear Camera, and Rain Sensing Wipers</i>		
Reverse Sensing System		
<input type="checkbox"/> Front License Plate Bracket	153	N/C
<input type="checkbox"/> Reverse Sensing System (400A and 401A Only)	43P	260.00
<input type="checkbox"/> Daytime running Lamps	942	40.00
<input type="checkbox"/> Engine Block Heater	41H	35.00
<input type="checkbox"/> Premium Floor Mats (1st and 2nd Row & Trunk Mat)	12P	88.00
<input type="checkbox"/> All Weather Floor Mats(Black) – Front and Rear	55M	70.00
<input type="checkbox"/> Powercode Remote Start System	55S	325.00
<input type="checkbox"/> Voice-activated Navigation System – In-dash screen and Single DVD/CD/MP3 Player, DVD-audio, DVD-video capability. Internal hard disk drive for map, POI storage and 10 GB Music Jukebox and Integrated SIRIUS® Travel Link.(402A Only)	58N	1650.00

Exterior and Interior Colors

Fusion S Model Exterior Colors

- | | |
|--|------|
| Bordeaux Reserve Red Metallic | [FQ] |
| Tuxedo Black Metallic | [UH] |
| Ingot Silver Metallic | [UI] |
| White Suede Metallic | [WS] |
| Red Candy Tinted Clearcoat \$265.00 Add | [U6] |

Interior Trim Colors

Med. Lt. Stone DL

- | |
|-----|
| [] |
| [] |
| [] |
| [] |
| [] |

Fusion SE Model Exterior Colors

Bordeaux Reserve Red Metallic	[FQ]
Tuxedo Black Metallic	[UH]
Ingot Silver Metallic	[UX]
Sterling Gray Clearcoat Metallic	[UJ]
White Suede Clearcoat Metallic	[WS]
Steel Blue Metallic	[UN]
Blue Flame Metallic	[SZ]

Red Candy Tinted Clearcoat \$265.00 Add	[U6]
White Platinum(Tri-Coat) \$435.00 Add	[UG]

Fusion SEL Model Exterior Colors

Bordeaux Reserve Red Metallic	[FQ]
Tuxedo Black Metallic	[UH]
Ingot Silver Metallic	[UX]
Sterling Gray Clearcoat Metallic	[UJ]
White Suede Clearcoat Metallic	[WS]
Steel Blue Metallic	[UN]
Blue Flame Metallic	[SZ]

Red Candy Tinted Clearcoat \$265.00 Add	[U6]
White Platinum(Tri-Coat) \$435.00 Add	[UG]

Fusion Sport Model Exterior Colors

Tuxedo Black Clearcoat Metallic	[UH]
Ingot Silver Metallic	[UX]
Blue Flame Metallic	[SZ]

Red Candy Tinted Clearcoat \$265.00 Add	[U6]
White Platinum(Tri-Coat) \$435.00 Add	[UG]

Interior Trim Colors

Med. Lt. Stone DL	Charcoal Black DW	Camel DC
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]

Interior Trim Colors

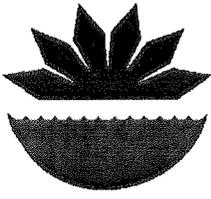
Med. Lt. Stone FL	Charcoal Black FW	Camel FC
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]

[]	[]	[]
[]	[]	[]

Interior Trim Colors

Charcoal Black VW	Sport Red VR	Sport Blue VB
[]	[]	[]
[]	[]	[]
[]	[]	[]

[]	[]	[]
[]	[]	[]



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Natural Gas Supplier for City Facilities

DISCUSSION: In November 2010, an agreement with Lakeshore Energy was approved by the Mayor and City Council for Lakeshore to serve as our natural gas provider through March 2011. The contract provided for a price that was guaranteed to be 10% less than that offered by the main utility provider, Michigan Gas Utilities(MGU). The City must provide Lakeshore with its intent for purchase of natural gas after March 2011 by the end of February. We have three options. We can return to Michigan Gas Utilities, sign a renewal agreement with Lakeshore Energy, or sign an agreement with another provider under the gas customer choice program, of which there are four serving our area.

Under the gas customer choice program, the natural gas would still be delivered through MGU's distribution system and we would still receive our monthly invoice from MGU. The primary difference would be that the gas cost recovery (GCR) fee charged would come from the alternate provider, instead of being the rate approved to be charged by MGU through the Michigan Public Service Commission (MPSC). If something were to happen where the alternate provider couldn't provide the natural gas as contracted, we would simply switch back to MGU as our provider or select another gas choice program provider. Switching from MGU to Lakeshore Energy does not harm MGU in any way as the cost of natural gas is a pass through and no profit is made on the sale of it by MGU.

The alternate providers that would be available to the City of Monroe are pre-approved by the MPSC and are listed on the MPSC website. I have requested proposals from all four providers and received three responses. The new agreement would be a variable price per month based on the price that the alternate provider is able to offer. One provider did offer a fixed price, but it was higher than the current variable price offered by others. I compared the historical prices back to April 2010 for the two other providers: Lakeshore Energy and Volunteer Energy. The price difference was very close with Volunteer Energy being slightly lower over that time period. Past performance does not guarantee future price savings though. I only went back to April 2010 for the comparison because that is when Volunteer Energy started providing the service. My recommendation would be to contract with Lakeshore Energy for the provision of natural gas for one more year. They have been providing this service since 2008, where Volunteer Energy started in April 2010. I would also like to continue working with Lakeshore Energy to determine if there are other options that would provide greater savings to the City, similar to what they do with Monroe County. Monroe County has used Lakeshore Energy as its natural gas provider for over two years and has reported good service and significant cost savings.

The new contract would be under the managed price program. I have included a report showing Lakeshore's history of savings over MGU's gas cost and a current flyer from Lakeshore. I was able to negotiate the elimination of any termination fees under the agreement and we would be able to cancel the agreement with sixty (60) days notice.

It is recommended that the Mayor and City Council approve entering into the attached agreement with Lakeshore Energy to provide natural gas to all City of Monroe facilities where the City is paying the natural gas service cost for the period of April 2011 through March 2012, a one year agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 2/28/2011

REASON FOR DEADLINE: Renewal clause in current agreement with Lakeshore Energy

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All city departments and programs

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

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

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 2/16/2011

REVIEWED BY: 

DATE: 2-16-11

COUNCIL MEETING DATE: February 22, 2011



Lakeshore Energy's Managed Price Program



Date	Lakeshore Energy's MPP Rate/Ccf	MGU Commodity Cost/Ccf	Savings %
Sep-08	\$1.059	\$1.24600	15.0%
Oct-08	\$0.974	\$1.10200	11.6%
Nov-08	\$0.974	\$1.10200	11.6%
Dec-08	\$0.974	\$1.10200	11.6%
Jan-09	\$0.749	\$0.75800	1.2%
Feb-09	\$0.748	\$0.75800	1.3%
Mar-09	\$0.748	\$0.80800	7.4%
Apr-09	\$0.649	\$0.69031	6.0%
May-09	\$0.620	\$0.69031	10.2%
Jun-09	\$0.642	\$0.64900	1.1%
Jul-09	\$0.642	\$0.64900	1.1%
Aug-09	\$0.658	\$0.66000	0.3%
Sep-09	\$0.654	\$0.66000	0.9%
Oct-09	\$0.629	\$0.63800	1.4%
Nov-09	\$0.649	\$0.66200	2.0%
Dec-09	\$0.629	\$0.66200	5.0%
Jan-10	\$0.625	\$0.63300	1.3%
Feb-10	\$0.647	\$0.65800	1.7%
Mar-10	\$0.647	\$0.66800	3.1%
Apr-10	\$0.598	\$0.66292	9.8%
May-10	\$0.598	\$0.66292	9.8%
Jun-10	\$0.598	\$0.66292	9.8%
Jul-10	\$0.598	\$0.66292	9.8%
Aug-10	\$0.598	\$0.66292	9.8%
Sep-10	\$0.587	\$0.66292	11.5%
Oct-10	\$0.567	\$0.70150	19.2%
Nov-10	\$0.552	\$0.70150	21.3%
Dec-10	\$0.568	\$0.70150	19.0%
Jan-11	\$0.549	\$0.70150	21.7%
Feb-11	\$0.553	\$0.65800	16.0%
Average Savings			8.4%



Managed Price Program

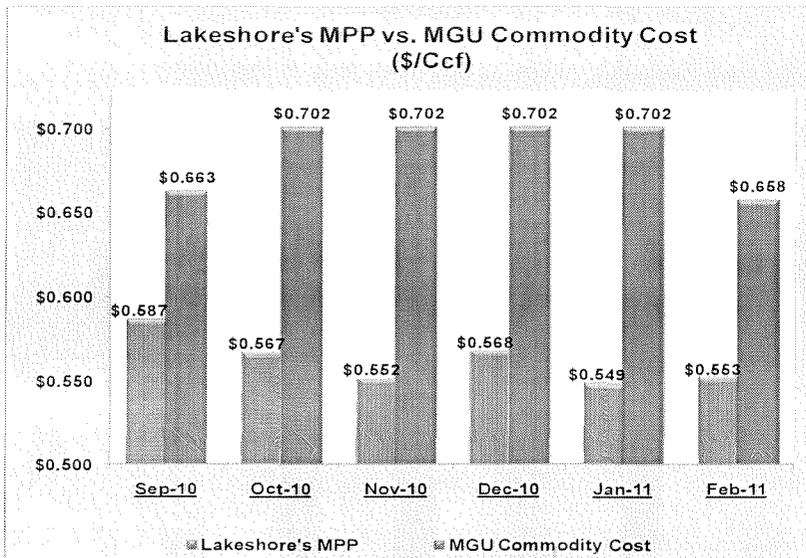
Dependable strategy – Lowest potential price

Benefits of Lakeshore Energy's Managed Price Program:

- Lakeshore's Managed Price Program (MPP) utilizes a strategy of dollar-cost averaging to achieve the lowest price possible.
- Customers of similar profiles are pooled together, creating large-volume buying power.
- Lakeshore's professional energy managers are consistently watching the natural gas market, using technical analysis tools, storage data and years of experience to buy gas at times of perceived value.
- Current and future-month purchases are averaged into the pool to provide everyone with one, stable, low-monthly price.

Highlights:

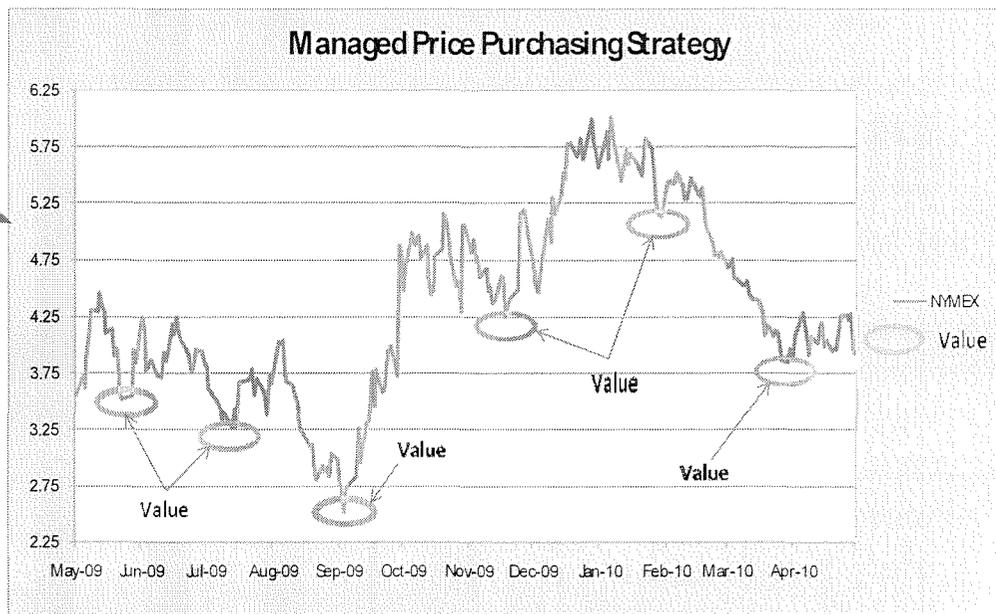
- If you were a member of Lakeshore's MPP last year, you would have received some of the most competitive prices in the MGU service territory.
- Lakeshore's Managed Price Program was a **16% savings** over MGU's Commodity Cost for February 2011!
- Lakeshore's approach to gas purchasing provides you the best of both worlds:
 - A lower, more market responsive price than a fixed price.
 - A more stable, dependable price than a true variable program.



Lakeshore's Managed Price Program has been below MGU's Commodity Cost for the past 30 months!

Lakeshore's February 2011 MPP is \$0.549/Ccf!

The chart to the right is an example of when Lakeshore's energy managers make purchases based on perceived value.



*The above chart is not representative of an actual NYMEX trading range for the stated period.





Lakeshore Energy Services
Large Commercial (Greater than 500 Mcf) Gas Customer Choice
Contract for Michigan Gas Utilities



Company Name: City of Monroe
 Primary Contact: Edward Sell Title: _____
 Mailing Address: 120 E 1st St
 Mailing City: Monroe Mailing State: MI Mailing Zip: 48161
 Daytime Telephone: 734-384-9133 Fax: 734-243-8683
 Business Description: _____ E-mail: edward.sell@monroemi.gov
 Parent Company (if any): _____

Initial Term

Price: Lakeshore Managed Price

Term: **April 2011 through March 2012**

April 2011 through March 2013

(Please select only ONE of the above terms)

I acknowledge that I have 14-days to cancel this Agreement without penalty. By signing here, I wish to **WAIVE** this right of cancellation and request immediate enrollment into Lakeshore Energy's service (optional):

 Authorized Signature

 Date

By completing this Agreement and signing below, you confirm that:

- I have received a copy of this Agreement and have read and understood the **Terms and Conditions** attached hereto and that I am agreeing to purchase natural gas at a Managed Price, as defined in **Section 3) Price** on the attached **Terms and Conditions**, for all accounts listed on **Attachment A**.
- I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Lakeshore Energy. I understand that gas purchased for this commercial account by Lakeshore Energy will be delivered through Michigan Gas Utilities delivery system. The Legally Authorized person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to Lakeshore Energy. I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on the current gas prices and your historical usage, a good-faith estimate of your termination fee would be \$ 0. This termination fee is subject to change as your usage and the market price of gas fluctuates.

Company

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

Office Use Only

Lakeshore Energy Services LLC

Authorized Signature: _____

Date: _____



Lakeshore Energy Services Large Commercial - Gas Customer Choice Contract Attachment A – Michigan Gas Utilities

Page: ____ of ____

Company Name: _____ City of Monroe _____

Signature: _____
Date

Phone: _____ (734) 384-9133 _____

Print Name: _____

Fax: _____ (734) 243-8683 _____

Service Name*	Service Address*			Gas Account Number*	Gas Meter Number*	Office Use Only Estimated Annual Use (Ccf)
	Street Name	City	Zip Code			
	6375 Pointe Aux Peaux Rd Apt #2	Newport	48166	4534995		
	6375 Pointe Aux Peaux Rd	Newport	48166	4534996		
	937 E Front St	Monroe	48161	4538837		
	915 E Front St Apt X1	Monroe	48161	4539549		
	915 E Front St #X2	Monroe	48161	4539550		
	915 E Front St	Monroe	48161	4539553		
	75 Scott St	Monroe	48161	4547843		
	320 E Front	Monroe	48161	4556087		
	2770 N Custer Rd	Monroe	48162	4558726		
	222 Jones Ave	Monroe	48161	4560524		
	2205 E Front St #X	Monroe	48161	4560601		
	2205 E Front St	Monroe	48161	4560602		

Please supply your **Federal or Employer Identification (FIN or EIN)**. If your business does not have this number, please supply the last 4 digits of your Social Security Number plus your driver license number.





Lakeshore Energy Services

Large Commercial - Gas Customer Choice Contract

Attachment A

Company Name: City of Monroe

Signature: _____
Date

Phone: (734) 384-9133

Print Name: _____

Fax: (734) 243-8683

Service Name*	Service Address*			Gas POD/Acct. Number*	Gas Meter Number*	Office Use Only Estimated Annual Use (Ccf)
	Street Address	City	Zip Code			
	1755 N Custer Rd	Monroe	48162	4563501		
	120 E 1st St	Monroe	48161	4572390		
	14411 Cardinal	Monroe	48161	4684936		
	14 E 1st St	Monroe	48161	4694112		
	1296 N Monroe	Monroe	48162	4777242		
	1704 Stewart Rd	Monroe	48162	4862506		
	2800 N Custer Rd Apt#H 15	Monroe	48162	4884320		
	2800 N Custer Rd Apt# BAY	Monroe	48162	4884322		
	1966 Teton Ave	Monroe	48162	4975411		

Please supply your **Federal or Employer Identification (FIN or EIN)**. If your business does not have this number, please supply the **last 4 digits of your Social Security Number plus your driver license number**.

 (FIN or EIN or Driver License Number)

 (Last 4 digits of SS#)

MANAGED PRICE PROGRAM TERMS AND CONDITIONS FOR MICHIGAN COMMERCIAL CUSTOMERS (Greater than 500 Mcf)

These Terms and Conditions (the “Terms and Conditions”) shall be read together with the Lakeshore Energy Services Large Commercial (Greater than 500 Mcf) Gas Customer Choice Contract to form a separate contract between the Customer and Lakeshore with respect to each of the Premises described in the Agreement (the “Agreement”). All capitalized terms used and which are not defined herein shall have the meanings given to them in the Agreement. As used in the Agreement, headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. About this Agreement

In this Agreement, “Customer”, “you”, “I” and “your” mean the account holder who completes and signs this Agreement or a person authorized to do so by the account holder. “Lakeshore” means Lakeshore Energy Services, Llc. “Premises” mean the addresses specified in the Agreement and any future addresses that the account holder may move to during the term of this Agreement, which are located in Michigan and to which Lakeshore has the ability and capacity to supply gas.

Under this Agreement, you also hereby authorize your gas Utility to give Lakeshore, and hereby consent to the disclosure of: (i.) your natural gas account numbers which Lakeshore includes on Attachment A; and (ii) information about your natural gas account, including payment, credit, consumption and meter information.

2.) Assignment

Lakeshore Energy Services may transfer or assign this Agreement and its rights, privileges, entitlements, and obligations under this Agreement, in whole or in part, to another party (including, without limitation, any transfer or assignment by way of security to any person including any supplier to, or creditor of, Lakeshore) without your permission or notification. In the event that Lakeshore transfers or assigns this Agreement to a new natural gas marketer, Lakeshore will provide you with notice of the new natural gas marketer’s address for service, its telephone number and information concerning its customer complaint resolution process. You do not have the right to assign your rights and obligations under this Agreement to anyone else.

3.) Price

Customer agrees to pay Lakeshore’s Managed Price Program (MPP) price for all volumes consumed each month. Customer authorizes Lakeshore to act as their gas-purchasing manager, to aggregate their requirements with the gas requirements of other similarly situated customers and to provide a monthly-managed price for the Premises identified. Customer recognizes that their monthly price may vary.

This price applies to all accounts listed on Attachment A and does not include: applicable taxes in respect of the natural gas supplied by Lakeshore nor the distribution costs, customer service charges, or any other charges that are or may be assessed to you by your Utility.

The pricing structure specified above will not change during the term of this Agreement unless you choose to enter into a new Agreement with Lakeshore at a different pricing structure, in which case that Agreement will replace this Agreement. You agree that the price you pay may change when this Agreement is renewed in accordance with section 5 of these Terms and Conditions.

4.) Term

The initial term of this Agreement is indicated where initialed on the front page hereof and shall commence on the date of enrollment. **If you do not waive your 14-day rescission period, Lakeshore is not obligated to enroll your account(s) at the rate identified on the first page of the Purchase Agreement or any other rate Lakeshore has available for the same or amended Purchase Agreement end date, under any**

circumstances, during or after the 14-day rescission period has expired. Lakeshore may deny enrollment for any reason. The supply of gas at the rate structure specified on the front page will begin on the date that the gas Utility commences service pursuant to the Gas Customer Choice Program. A delay may occur for reasons beyond Lakeshore’s control, such as a delay by the Customer’s gas Utility in providing Lakeshore with requested information or in processing this Agreement. You agree that you will not purchase natural gas for the Premises identified in Attachment A from any other supplier (including any gas Utility) during the term of this Agreement and any renewals.

5.) Renewing this Agreement

Lakeshore shall send you a Renewal notice approximately 60 days prior to the expiration date of the term hereof containing a new proposed price for natural gas based on then-prevailing market conditions for your consideration. The Renewal Notice can be delivered by Lakeshore to Customer by any means, including telephone, email, internet, facsimile, mail, or hand delivery. Customer must provide affirmative consent to the renewal. Customer agrees that such consent includes a written signature, recorded verbal confirmation between Customer and Lakeshore, email, Internet or facsimile and must be attached to the Renewal Notice. After the Initial Term of this Agreement, Lakeshore will provide service on a month-to-month basis thereafter at a variable market-based rate. After the initial term, Customer may terminate the agreement with 60 days notice to Lakeshore by any of the means listed above. **Lakeshore may, at its sole discretion, return the Customer’s facilities to Customer’s local distribution company for gas service after the Initial Term if customer’s account(s) have converted to a month-to-month basis.**

6.) Force Majeure

Lakeshore will not be responsible for supplying natural gas to Customer in the event of circumstances beyond its control such as events of “force Majeure”, acts of God, including acts of terrorism and orders, rules, regulations or acts of the local Utility, any court, or governmental authority. Except with regard to an obligation to make payment under the Agreement, neither Party shall be considered to be in default in the performance of any obligations under this Agreement when a failure of performance shall be due to Force Majeure.

7.) When Lakeshore may cancel this Agreement

Lakeshore may cancel this agreement or deny service to any account/meter number if you move to a location that Lakeshore does not serve.

8.) Early Termination Charges

If Customer chooses another supplier (including the Utility) during the term of this Agreement, the Customer will not be responsible for paying Lakeshore Energy any termination fees. Any cancellation notice given by customer must be done with sixty (60) days written notice to Lakeshore Energy.

9.) How to contact Lakeshore

By phone: 1-586-416-1901 or toll free 1-888-200-3788

Call Center hours are 9:00 am to 5:00 pm EST

By fax: 1-586-416-1791 By email: inquiries@lakeshoreenergy.com

By personal delivery, mail or registered mail, to: Lakeshore Energy Services, Attention: Customer Choice Department, 44444 Hayes Rd, Clinton Twp MI 48038

Customer Signature: _____ Date: _____	Lakeshore Signature: _____ Date: _____
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CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Replacing soft body armor for officers that is nearing or reached the manufacturers expiration date.

DISCUSSION: The Police Department presently has 24 officers, including one female officer, that will need to replace their soft body armor within the next month or two do to the expiration date established by the manufacture. Soft body armor has a five year warranted life span. The inclusion of the female officer is required because of the different design and fitting requirements of the soft armor. The Police Department, in cooperation with the Finance department prepared and sent out soft body armor specifications for vendors to bid. There were a total of five vendors that responded to the bid, all of which included a bond for their services. The vendors are as follows, along with their lump sum and price per vest bids:

	Lump Sum Bid	Price per vest
Great Lakes Emergency Products - Linden, MI	\$12,000.00	\$500.00
Great Lakes Emergency Products – Linden, MI	\$13,200.00	\$550.00**
Bob Barker Company, Inc. – Fuquay Varnia, NC	\$13,252.80	\$552.20
Michigan Police Equipment – Charlotte, MI	\$14,256.00	\$594.00
C.M.P Distributors, Inc. – Lansing, MI	\$14,376.00	\$599.00
C.M.P. Distributors, Inc. – Lansing, MI	\$14,988.00	\$624.50

The purchase includes one soft body armor vest, threat level II, that meets or exceeds the new NIJ 0101.06 standard and is approved per the Bulletproof Vest Grant standards. The purchase also includes two concealable carriers, a soft trauma plate with minimum dimensions of 5”x8”, and a full wrap for side coverage. The pricing also includes on-site sizing and fitting for the officers. Great Lakes Emergency Products has also included a bid for their lighter-weight model, the “DX” series. This model is designed as a lighter weight vest and is more flexible than the original model that was bid. That model being the “GX” series. The difference in cost of this lighter, more flexible vest is an additional \$50.00. With this additional amount, Great Lakes Emergency Products is still the lowest bidder and this lighter model exceeds the original specification as outlined in the original RFP. Officers may choose to upgrade to the next higher threat level, that being IIIA. Officers may use money from their uniform clothing allowance to cover the the additional cost for a threat level upgrade or additional protection accessories.

The funds to cover the cost for this purchase are to come from the Police Department’s Forfeiture account. The Bulletproof Vest Grant allows a 50/50 cost reimbursement coverage on all approved soft body armor packages. Currently the department has \$4092.65 remaining in the BVG fund. Additional funds are expected once the 2011 BVG application becomes open for application. The application for the 2011 grant begins in April, 2011.

The initial number of vests purchased will be 15. This will allow moneys from the current BVG fund to be exhausted. Reimbursement from the BVG fund will cover roughly half of this initial purchase. The remaining vests will be purchased once the 2011 BVG application has been accepted. This will allow for the 50% reimbursement for the remainder of the purchases. This body armor has been approved for purchase through the BVG funding.

Great Lakes Emergency Products out of Linden Michigan has presented the lowest bid with their model “GX” series. Great Lakes Emergency Products also holds the lowest bid on their lighter more flexible versions the “DX” series. On February 16th, 2011 Lt. Abel and a few other officers of the department reviewed the “DX” model and found it to be the selection of their choice if given the opportunity.

There were no state contracts for this piece of equipment.

It is the department’s recommendation to purchase the “DX” model vest manufactured by Protective Products Equipment through the vendor “Great Lakes Emergency Products” for the sum of \$550.00 per vest, \$13,200.00 for the total number of 24 vests. It is further recommended that the purchase of a special threat “Speed Plate” size 7”x9” in the amount of \$69.00/ plate be added to this request. This additional piece of equipment greatly reduces the blunt force trauma felt by the officer in the event he/she is shot.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Police Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Police

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$ 14,858600
	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
	Police Drug Forfeiture Account	265-50.301-977.000	\$ 13,200.00
	Police Drug Forfeiture Account	265-50.301-977.000	\$ 1,656.00
			\$ N/A
			\$ N/A
			\$ N/A
	<u>Other Funds</u>		\$ N/A
	Bulletproof Vest Grant Fund 50% reimbursement		\$ -4092.65
			\$ N/A
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Lt. Charles Abel, Police Department

DATE: 02/16/11

REVIEWED BY: Tom Moore, Chief of Police

DATE: 02/16/11

COUNCIL MEETING DATE: 02/22/11

Memo

To: Mayor and City Council
From: Dan Swallow,
Dir. of Economic and Community Development
CC: George Brown, City Manager



Date: 2/17/2011

Re: Obsolete Property Rehabilitation Tax Exemption Certificate for
West Front Development, LLC at 114-116 West Front Street

At the January 18, 2011 City Council meeting, action on the application for an Obsolete Property Rehabilitation Act (OPRA) Tax Exemption by West Front Development, LLC pertaining to property at 114-116 West Front Street was postponed until the February 22, 2011 meeting. The proposed demolition postponement and property restoration agreement for these properties is pending City Council approval. Until this agreement is executed and there is more certainty about the project moving forward, City staff believes it is advisable to postpone action on the OPRA tax exemption. Therefore, the Department of Economic and Community Development staff recommends the following action:

IT IS RECOMMENDED that City Council postpone action on the Obsolete Property Rehabilitation Tax Exemption application for West Front Development, LLC at 114-116 West Front Street until after the proposed demolition postponement and property restoration agreement is approved and executed.





CITY COUNCIL AGENDA FACT SHEET

REVISED

RELATING TO: Bids for Demolition of 114 and 116 West Front Street

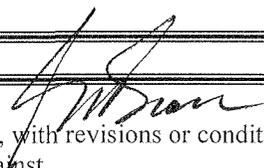
DISCUSSION: At the December 20, 2010 and January 18, 2011 City Council meetings, the Building Department staff recommended that approval of the demolition contract for the structures located at 114 and 116 West Front Street be postponed to allow time to draft the terms of an agreement to renovate the structures. Since that time, the owner has engaged the services of an architect (James S. Jacobs Architects, PLLC), prepared a restoration plan for the structures and cost estimates, obtained a building permit to demolish and re-build the front wall of the buildings, secured the site to prevent potential injury from falling debris, and worked with City staff to draft the proposed demolition postponement and property restoration agreement. Additionally, the City Planning staff has been working with the owner to explore potential tax incentives including an Obsolete Properties Rehabilitation Act (OPRA) exemption and Michigan Business Tax credit through the Brownfield program. These tax benefits are also subject to the owner proceeding with an acceptable agreement for restoration of the properties.

Attached to this fact sheet you will find the proposed demolition postponement and property restoration agreement. The provisions of the agreement include that the owner provide a restoration plan and cost estimates, an acceptable timeline for completion, submission of financial security in a minimum amount to complete the demolition (if necessary), and that the property taxes be kept current. In exchange, the City agrees to postpone the demolition and ultimately rescind the demolition order if the property is brought into compliance with the International Property Maintenance Code and all other City Codes and Ordinances. Breach of the agreement, which includes failure to adhere to the timeline for completion, will result in demolition of the structures and forfeiture of the financial security.

The owner has reviewed the proposed agreement, verbally agreed to all the terms and conditions, and plans to execute the agreement upon concurrence of his business partner in West Front Development LLC. The City attorney, Mr. Ready, has also reviewed the proposed agreement and found it in an acceptable form for consideration by City Council. The previous Agenda Fact Sheet and recommendation Memo are attached to this revised Fact Sheet for reference. Therefore, the Department of Economic and Community Development staff recommends the following action:

IT IS RECOMMENDED that City Council approve the proposed demolition postponement and property restoration agreement for 114 and 116 West Front Street, subject to all of the conditions contained therein including the requirement that all property taxes are paid and maintained current, and adherence to the timeline for completion; and authorize the City Manager to execute the agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 22, 2011

REASON FOR DEADLINE: Timely processing of pending tax exemption application and answer to owner's property restoration proposal.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Community and Economic Development, Economic Development Review Committee. Property owner, Adjacent Central Business District property owners.

FINANCES

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

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
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Budget Approval: _____

Other Funds

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** February 15, 2011

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: February 22, 2011



CITY COUNCIL AGENDA FACT SHEET

FILE COPY

RELATING TO: Bids for demolition of 114 and 116 West Front Street.

DISCUSSION: Bids were opened on Friday, November 5, 2010, for the demolition of a property located at 114 and 116 West Front Street, Monroe. The three lowest bids were received from Earth Works Excavating (\$18,900.00), Ahearn Contracting Inc. (\$19,490.00) and David C. Hoffman Inc. (\$20,450.00).

After discussions with the property owners and their wish to repair the structures it is recommended that the City Council table this action until the January 18, 2011 Council meeting in order to draft terms of an agreement to renovate the structures. If an agreement cannot be reached it will be recommended that the structures be demolished.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 12/20/10

REASON FOR DEADLINE: Council meeting on this date

STAFF RECOMMENDATION: For

REASON AGAINST: N/A

INITIATED BY: Building Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council and Building Department

FINANCES

COST AND REVENUE PROJECTIONS:

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

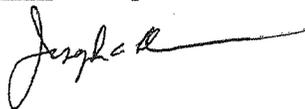
<u>SOURCE OF FUNDS:</u>	<u>City</u>	Account Number	Amount
	Demolition Service		\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

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

DATE: 12/13/10

REVIEWED BY:



COUNCIL MEETING DATE December 20, 2010



CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

Memo

To: Mayor and City Council
From: Joe Lehmann, Building Official 
Date: Thursday, January 13, 2011
Re: Demolition of 114 & 116 West Front Street

At the December 20, 2010 City Council meeting it was recommended that the Council table the demolition of the structures at 114 and 116 West Front Street until the January 18, 2011 Council meeting in order to draft terms of an agreement to renovate the structures.

Attached you will find a letter from the owner and Architect with their proposed plan and timeline to restore the structures that includes the owner putting money in escrow to ensure the completion of the required work.

At this time, the City and the owner have been working diligently to develop the terms of an agreement that the owner can realistically commit to and provides for the expedited demolition of the buildings in the event the work is not completed in a timely manner. Unfortunately, the details of the agreement were not completed in time to submit for consideration by City Council at this meeting.

It is my recommendation that the City Council postpone this action until the February 22, 2011 Council meeting to provide additional time for the City staff and attorney to finalize an agreement with the property owner.

DEMOLITION POSTPONEMENT AND PROPERTY RESTORATION AGREEMENT

This Demolition Postponement and Property Restoration Agreement ("Agreement") is made and entered into this ___ day of February, 2011 by and between West Front Development ("Owner"), a Michigan limited liability company, and the City of Monroe ("City"), a municipal corporation.

RECITALS

The Owner is the owner of record and legally responsible party for the parcel of property and the associated buildings and/or structures described in Exhibit A (the "Property") generally located at 114 West Front Street and 116 West Front Street.

The City of Monroe has adopted the International Property Maintenance Code as Chapter 525 of the Code of the City of Monroe.

The Property is the subject of an enforcement action by the City of Monroe due to lack of property maintenance and resultant deterioration of the buildings and/or structures located on the Property.

The City of Monroe Building Official has found that the buildings and/or structures located on the Property are so dilapidated and in a state of disrepair that he/she has served the Property Owner with a Demolition Order dated May 19, 2010 in accordance with Sections 107 and 110 of the International Property Maintenance Code, which is attached and incorporated into to this Agreement as Exhibit B.

The Owner wishes to repair and restore the Property in order to comply with the provisions of the International Property Maintenance Code and all other applicable City Codes and Ordinances, and has sought a postponement of the Demolition Order to allow time for completion of the necessary planning, design, repairs and restoration.

The City has made a determination that the buildings and/or structures located on the Property are able to be restored to a condition that will comply with the International Property Maintenance Code and all other applicable City Codes and Ordinances, subject to an acceptable restoration plan and documented financial capacity of the Owner.

The City and Owner are desirous of entering into an agreement that defines the roles and responsibilities of the parties, establishes a timeline for completion of the necessary repairs and restoration, and ensures there is financial capacity on the part of the Owner so that the City will not incur any future financial obligations with regard to the Property.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Effective Date. This Agreement shall become effective upon the execution of this Agreement by both parties, and shall be in full force and effect until such time as the completion of the Restoration Plan described in Section 2 below or demolition of all the buildings and/or structures on the Property and restoration of the site, and a written

determination by the City Building Official that the Property is in full compliance with the International Property Maintenance Code and all other applicable City Codes and Ordinances.

2. Restoration Plan and Cost Estimates. Prior to execution of the Agreement, the Owner shall provide a detailed restoration plan that includes at minimum a list of the necessary repairs, reasonable cost estimates for each of the listed repairs, and a total cost estimate to bring the Property into compliance with International Property Maintenance Code and all other applicable City Codes and Ordinances (“Restoration Plan”). The Restoration Plan must be reviewed and approved by the City and is attached to and incorporated into this Agreement as Exhibit C.
3. Timeline for Completion. Prior to execution of the Agreement, the Owner shall provide a detailed timeline for completion that shall include at minimum target dates for all the necessary steps to complete the Restoration Plan including but not limited to demolition of deteriorated or unusable components, framing, exterior finishes, and interior finishes, up to and including final inspections and the issuance of a certificate of occupancy. The Timeline for Completion shall be reviewed and approved by the City and is attached and incorporated into this Agreement as Exhibit D.
4. Demolition Bid. The City has obtained a demolition bid from a qualified contractor for all costs necessary to demolish the buildings and/or structures on Property and restore the site (“Demolition Bid”). The Demolition Bid has been reviewed and accepted by the City and is attached and incorporated into this Agreement as Exhibit E.
5. Financial Security. Within 10-days of the Effective Date of this Agreement, the Owner shall establish Financial Security acceptable to the City (listed below) in an amount equal to or greater than the identified costs to complete the Demolition Bid including any contingencies as described in Exhibit E, and submit proof of such Financial Security to the City Building Official. The Financial Security may be one of the following:
 - (a) Deposit a cash bond with the City Treasurer, or
 - (b) Submit an irrevocable letter of credit from a Bank licensed in the State of Michigan, identifying the City as the designated beneficiary, with a minimum term of the duration of the Timeline for Completion, or
 - (c) Establish an escrow account and agreement with a Title/Escrow Company licensed in the State of Michigan, requiring City approval for any and all disbursements.
6. Property Taxes. The Owner shall ensure the real and personal property taxes for the Property are current and there are no delinquencies during the term of this Agreement. The City shall verify that all taxes are current prior to execution of this Agreement.
7. Owner’s Consent and Obligations. The Owner shall make real and measureable progress towards completion of the Restoration Plan including obtaining all necessary building permits and inspections, adhere to the Timeline for Completion established by this Agreement, submit proof of the required Financial Security in the time specified, and maintain current Property Taxes. Further, the Owner consents to provide access to the Property with 24-hours notice for regular inspections by the City to verify compliance with the Restoration Plan and Timeline for Completion.

8. City's Consent and Obligations. The City shall postpone demolition of the buildings and/or structures located on the Property as long as the Owner maintains compliance with the terms of this Agreement. Upon completion of the approved Restoration Plan and an approved compliance inspection by the City of Monroe Building Official; the City shall rescind the Demolition Order, provide written confirmation that the Property is in full compliance with the International Property Maintenance Code and all other applicable City Codes and Ordinances, issue a new certificate of occupancy for the buildings and/or structures, and initiate the release of the Financial Security.
9. Amendments. This Agreement may be amended in writing to address unforeseen circumstances and facilitate the completion of the Restoration Plan. Neither party may amend this Agreement without the other party's written consent, which may not be unreasonably withheld.
10. Breach of Agreement. Failure of the Owner to complete the Restoration Plan, adhere to the Timeline for Completion, submit proof of the requisite Financial Security in the time specified, or maintain current Property Taxes shall constitute a breach of this Agreement and the Property shall be subject to immediate demolition of the building and/or structure by the City in accordance with the Demolition Order. In the event the City completes the demolition, the Owner shall forfeit all rights to the Financial Security.
11. Completion. Upon completion as provided below, the Owner shall no longer be bound by any provision of this Agreement, shall have no further duties or obligations hereunder or be subject to any term or condition hereunder, and shall not be liable for the breach of any provision of this Agreement. The City shall consider this Agreement completed upon occurrence of any of the following:
 - (a) Completion of the approved Restoration Plan for the Property in accordance with the International Property Maintenance Code all other applicable City Codes and Ordinances, an approved compliance inspection by the City of Monroe Building Official, and proof of payment for the completed work.
 - (b) Complete demolition of the buildings and structures on the property; clean up of the all resultant debris; restoration of the land including but not limited to grading, seeding and mulching; an approved compliance inspection by the City of Monroe Building Official; and proof of payment for the completed work.
12. Notices and Proof. All notices and proof required or permitted under this Agreement shall be in writing and shall be delivered personally, by courier, or sent by certified registered mail (signature requested) to the Owner or the City at the addresses listed below:

If to Owner:

West Front Development, LLC
104 West Front Street
Monroe, MI 48161

If to City:

Attn.: Building/Zoning Director
City of Monroe
120 E. First Street
Monroe, MI 48161-2169

13. Waiver. Waiver by either party of any term or provision of this Agreement shall not constitute a continuing waiver nor a waiver of any further or additional rights such party may hold under this Agreement.
14. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Michigan and the Codes and Ordinances of the City of Monroe.
16. Entire Agreement. This Agreement is the complete and exclusive statement between the parties relating to the subject matter of this Agreement, and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. Any and all Exhibits referred to in this Agreement are and shall be incorporated by reference herein. This Agreement shall be deemed to be mutually drafted by the parties and may not be modified or altered except by a written instrument duly executed by the Owner and the City.
17. Assignment. Neither party may assign this Agreement without the other party's written consent, which may not be unreasonably withheld. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be relied upon by any third parties for their benefit.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Owner:

Title: _____

West Front Development, LLC

Date: _____

City of Monroe:

George Brown

Title: City Manager

Date: _____

Reviewed as to form:

Thomas D. Ready, City Attorney

Reviewed and approved by City Council at their regular (or special) meeting on: _____

EXHIBIT A

PROPERTY DESCRIPTION

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
RAS REALTY, LLC	WEST FRONT DEVELOPMENT, L	70,000	05/23/2006	LC	LAND CONTRACT	3114-0051	SELLER	100.0
SIEB, RICHARD & MARGE	RAS REALTY, LLC	1	04/30/2002	WD	WARRANTY DEED	2223-0810	SELLER	0.0
PATTON, ALBERT	SIEB, RICHARD & MARJORIE	13,500	10/17/1984	WD	WARRANTY DEED	0915-0453	SELLER	0.0

Property Address	Class: 201 I	Zoning: CBD (Building Permit(s)	Date	Number	Status			
114 W FRONT ST	School: 01 MONROE PUBLIC SCHOOLS								
	P.R.E. 0%								
Owner's Name/Address	MAP #: RETAIL/WARE, STOR/45								
WEST FRONT DEVELOPMENT, LLC ATTN: DAVE PETKOVICH 13295 LULU RD IDA MI 48140	2011 Est TCV 49,329 TCV/TFA: 0.00								
	X Improved	Vacant	Land Value Estimates for Land Table 00102.102 CBD NON-OFFICE						
Taxpayer's Name/Address	Public Improvements		* Factors *						
WEST FRONT DEVELOPMENT, LLC ATTN: DAVE PETKOVICH 13295 LULU RD IDA MI 48140	X	Dirt Road	Description	Frontage	Depth	Front Depth	Rate %Adj.	Reason	Value
	X	Gravel Road	DOWNTOWN CBD W FRONT	18.00	127.40	1.0000 0.0000	0 100*		0
	X	Paved Road	* denotes lines that do not contribute to the total acreage calculation.						
	X	Storm Sewer	18 Actual Front Feet, 0.05 Total Acres	Total Acres		Total Est. Land Value =		14,516	
	X	Sidewalk							
	X	Water							
	X	Sewer	Agricultural Local Cost Land Improvements						
	X	Electric	Description	Rate	CountyMult.	Size	%Good	Cash Value	
	X	Gas	CAMAO3	0.00	1.00	1.0	87	0	
	X	Curb	CAMAO4	0.00	1.00	1.0	87	0	
	X	Street Lights	CAMAO5	0.00	1.00	1.0	87	0	
		Standard Utilities							
		Underground Utils.							
		Topography of Site							
Comments/Influences	X	Level	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
		Rolling	2011	7,260	17,400	24,660			24,660S
		Low							
		High							
	X	Landscaped	2010	7,450	18,000	25,450			25,450S
		Swamp							
		Wooded							
		Pond							
		Waterfront							
		Ravine							
		Wetland							
		Flood Plain							
	X	A	2009	7,970	19,240	27,210			27,210S
			2008	7,970	19,240	27,210			27,210S
	HK	08/21/1995 INSPECTED							

The Equalizer. Copyright (c) 1999 - 2009.
Licensed To: City of Monroe, County of Monroe

*** Information herein deemed reliable but not guaranteed***

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.					
GUSTAVE JANSSENS LIVING T	WEST FRONT DEVELOPMENT, L	75,000	05/09/2003	LC	INVALID ECF STUDY	2467-0112	SELLER	100.0					
EIGHMEY, NEIL RAY	GUSTAVE JANSSENS LIVING T	75,000	06/26/2002	IV	PAYOFF LC	2249-0575	SELLER	0.0					
EIGHMEY, NEIL R	(L GUSTAVE JANSSENS LIVING T	75,000	07/17/2001	LC	INVALID ECF STUDY	2064-0037	SELLER	100.0					
Property Address		Class: 201 I		Zoning: CBD (Building Permit(s)	Date	Number	Status					
116 W FRONT ST		School: 01 MONROE PUBLIC SCHOOLS		COM OR INDUST ALTERATION		01/28/2011	PBD-11-0386	PENDING-CO					
Owner's Name/Address		P.R.E. 0%		COM OR INDUST MISCELLANEOU		06/26/2007	PBD-07-0850	FINAL					
WEST FRONT DEVELOPMENT, LLC 104 W FRONT STREET MONROE MI 48161		MAP #: RETAIL/MULTI RESD/ 2011 Est TCV 65,032 TCV/TFA: 0.00		DEMOLITION		01/17/2006	PBD-06-0493	FINAL					
Taxpayer's Name/Address		X Improved		Land Value Estimates for Land Table 00102.102 CBD NON-OFFICE		09/03/2003	PBD-04-0359	EXPIRED					
WEST FRONT DEVELOPMENT, LLC 104 W FRONT STREET MONROE MI 48161		X Vacant		Public Improvements		* Factors *							
Tax Description		X Electric		Description		Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
LOT COM AT A PT ON N LI OF W FRONT ST 176.63 FT S 77D 20M E AND 35.04 FT N 32D 19M E FR INT OF CL OF SD W FRONT ST WITH CL W FRONT ST WITH CL OF HARRISON ST; TH N 32D 19M E 157.99 FT; TH S 77D 20M E 115.40 FT; TH S 13D 19M W 28.21 FT; TH N 77D 20M W 107.07 FT; TH S 32D 19M W 6.90 FT; TH S 57D 23M E 0.23 FT; TH S 32D 37M W 45.FT; TH S 32D 19M W 75.87 FT; TH N 77D 20M W 18.24 FT TO POB. PC 414; 425		X Gas		Dirt Road		18.24	127.40	1.0000	0.0000	0	100*		0
Comments/Influences		X Curb		Gravel Road		107.07	29.70	1.0000	0.0000	0	100*		0
		X Street Lights		Paved Road		DOWNTOWN CBD W FRONT		5503	SqFt	6.33	70	60% RL @ 50%	24,383
		X Standard Utilities		Storm Sewer		* denotes lines that do not contribute to the total acreage calculation.							
		X Underground Utils.		Sidewalk		125 Actual Front Feet, 0.13 Total Acres Total Est. Land Value = 24,383							
		X Topography of Site		Water									
		X Level		Sewer									
		X Rolling		Electric									
		X High		Agricultural Local Cost Land Improvements									
		X Landscaped		Description		Rate	CountyMult.	Size	%Good	Cash Value			
		X Swamp		COMAO1		0.00	1.00	1.0	87	0			
		X Wooded		COMAO2		0.00	1.00	1.0	87	0			
		X Pond		COMAO3		0.00	1.00	1.0	87	0			
		X Waterfront		COMAO4		0.00	1.00	1.0	87	0			
		X Ravine		Year		Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value		
		X Wetland		2011		12,190	20,330	32,520			32,520S		
		X Flood Plain		2010		16,720	21,010	37,730			37,730S		
		X A		2009		17,880	22,470	40,350			40,350S		
		Who		2008		17,880	22,470	40,350			40,350S		
		When		FH 04/23/1996 INSPECTED									
		What											

*** Information herein deemed reliable but not guaranteed***

EXHIBIT B

DEMOLITION ORDER



CITY OF MONROE

FILE COPY

Department of Building & Zoning

Wednesday, May 19, 2010

WEST FRONT DEVELOPMENT, LLC
104 W FRONT STREET
MONROE, MI 48161

Re: 116 W FRONT ST

Dear WEST FRONT DEVELOPMENT, LLC:

Notice and Order

Due to the present condition and the failure to repair the structure at 116 W FRONT ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2006 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of Wednesday, May 19, 2010, and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means or that the strict application of any requirement of this code would cause an undue hardship.

If you have any questions, please feel free to contact this office.

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe



CITY OF MONROE

Department of Building & Zoning

Wednesday, May 19, 2010

WEST FRONT DEVELOPMENT, LLC
13295 LULU RD
IDA, MI 48140

RE: 114 W FRONT ST

DEAR WEST FRONT DEVELOPMENT, LLC

An inspection was conducted at this property on 05/19/2010. At the time of inspection, the following is a list of violations according to the 2006 International Property Maintenance Code.

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

304.2 Exterior protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.4 Structural members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.10 Stairways, decks, porches. Every exterior stairway, deck porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.15 Doors. All exterior doors, door assemblies and hard-ware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

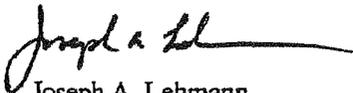
It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days (June 2, 2010), to secure all required permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Please be advised that if the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Your Cooperation in this matter is appreciated.

Respectfully,



Joseph A. Lehmann
Building/Zoning Director

Cc: File

EXHIBIT C

RESTORATION PLAN AND COST ESTIMATE

Probable Cost Estimate For:

West Front Development, LLC.
13295 West Lulu Road
Ida, Michigan 48140
114 & 116 W. Front Street Downtown Building Renovations

Project Number: 200817-2
Date Revised: 1/13/2011

Page 1 of 3

After looking at the two buildings in detail it is our opinion that the work could be completed in 3 phases. These phases are detailed below with our opinion of probable construction costs.

Phase 1: (Secure Building Shell)

- 114 W. Front Street roof repairs
- 116 W. Front Street roof repairs
- 114 W. Front Street Façade Restoration (South)
- 114 W. Front Street North Façade Restoration (North)
- 116 W. Front Street Façade Restoration (South)
- 116 W. Front Street Façade Restoration (West)
- 116 W. Front Street Façade Restoration (North)
- 114 W. Front Street demolition of one-story block walls at back

Phase 2: (Sieb & Holiday Cleaners second & third floor int. renovations)

- 114 W. Front St. renovate first floor into "shell" for retail
- 114 W. Front St. renovate second floor into "shell" for Professional office
- 116 W. Front St. renovate first floor into "shell" for retail
- 116 W. Front St. renovate second floor into "shell" for Professional office
- 114 W. Front St. 28'x17' two-story addition onto back

Phase 3: (Site Improvements)

- Parking lot addition

General Task Description: (Phase 1)	Probable Cost:
114 W. Front Street roof repairs (1,800 sf @ \$8/sf)	\$14,400.00
116 W. Front Street roof repairs (1,520 sf @ \$8/sf)	\$12,160.00
114 W. Front Street Façade Restoration (South)	\$30,000.00
114 W. Front Street Façade Restoration/addition (North)	\$80,000.00
116 W. Front Street Façade Restoration (South)	\$10,000.00
116 W. Front Street Façade Restoration (West)	\$25,000.00
116 W. Front Street Façade Restoration w/deck (North)	\$22,000.00
114 W. Front Street demo of wall & remaining CMU (North)	\$15,000.00
Estimated Phase 1 Budget	\$208,560.00

James S. Jacobs Architects, PLLC
25 Washington Street
Monroe, Michigan 48161
Phone: (734) 241-7933
E-mail: jsjarch@sbcglobal.net

Probable Cost Estimate For:

West Front Development, LLC.
 13295 West Lulu Road
 Ida, Michigan 48140
 114 & 116 W. Front Street Downtown Building Renovations

Project Number: 200817-2

Date Revised: 1/13/2011

Page 2 of 3

General Task Description: (Phase 2)	Probable Cost:
114 W. Front St. renovate first floor into "shell" for retail @ \$50/sf x 1,565 sf	\$78,250.00
114 W. Front St. renovate second floor into a one bedroom apartment @ \$80/sf x 1,200 sf	\$96,000.00
116 W. Front St. renovate first floor into "shell" for retail @ \$50/sf x 1,222 sf	\$61,100.00
116 W. Front St. renovate second floor into one bedroom apartment @ \$80/sf x 700 sf	\$56,000.00
114 W. Front St. 28'x17' two-story addition onto back	\$50,000.00
Estimated Phase 2 Budget	\$341,350.00

General Task Description: (Phase 3)	Probable Cost:
New asphalt pavement (4,700sf @ \$6.25/sf)	\$29,375.00
Grading and fill (4,700sf @ \$10/sf)	\$47,000.00
Walks (Front & rear)	\$16,000.00
Landscape	\$20,000.00
Site Lighting	\$10,000.00
Storm Drainage	\$25,000.00
Utilities (Gas, Water, Electricity, Phone & Cable)	\$5,000.00
Curb/planters/wheel stops	\$15,000.00
Estimated Phase 3 Budget	\$167,375.00

Probable Estimate of Construction Costs:	Probable Cost:
Probable Phase 1 Budget	\$208,560.00
Probable Phase 2 Budget	\$341,350.00
Probable Phase 3 Budget	\$167,375.00
Total Estimate of Probable Construction Costs =	\$717,285.00

James S. Jacobs Architects, PLLC
 25 Washington Street
 Monroe, Michigan 48161
 Phone: (734) 241-7933
 E-mail: jsjarch@sbcbglobal.net

Probable Cost Estimate For:

West Front Development, LLC.
13295 West Lulu Road
Ida, Michigan 48140
114 & 116 W. Front Street Downtown Building Renovations

Project Number: 200817-2

Date Revised: 1/13/2011

Page 3 of 3

Assumptions:

1. \$50 / square foot (sf) professional office renovation costs includes mechanical, plumbing, electrical, and architectural interior finishes to complete a “shell” build out.
1. \$50 / square foot (sf) retail renovation costs includes mechanical, plumbing, electrical, and architectural interior finishes to complete a “shell” build out.
2. \$120 / square foot (sf) restaurant/bar renovation costs include mechanical, plumbing, electrical and architectural interior finishes to complete a “shell” build out.
3. Demolition and hazardous materials abatement are not included in the build out numbers but are a separate category.
4. Front street façade renovations include new windows, brick repairs, storefront rehabilitation, signage, lighting, and awnings.
5. Permit costs are included in the projected construction cost estimates.

James S. Jacobs Architects, PLLC
25 Washington Street
Monroe, Michigan 48161
Phone: (734) 241-7933
E-mail: jsjarch@sbcglobal.net

EXHIBIT D

TIMELINE FOR COMPLETION

***WEST FRONT DEVELOPMENT
P.O. BOX 88
104 WEST FRONT STREET
MONROE, MICHIGAN 48161***

January 12, 2011

Mr. Joseph Lehmann
City of Monroe
Building Department
120 East First Street
Monroe, MI 48161

Re: Buildings #114 and #116 West Font Street

Dear Joe,

I am writing this letter to provide you with information that you have recently requested regarding the renovation of the buildings located at #114 and #116 West Front St. This letter will also serve to update you as to the progress of our immediate plans to secure the buildings which we discussed when we met with you and Mr. George Brown in mid-December. It is our hope that this letter can also serve to provide the basic understandings that can be included in an agreement between West Front Development and the City of Monroe. It is our desire to enter into this an agreement with the City as soon as possible.

For the past several months, West Front has been working with James S. Jacobs Architects, LLC to provide architectural services and generally assist us in renovating the buildings. Much of the specific information that you have requested is included on an attached spread sheet developed as a collaborative between West Front and Jacobs. Specifically, the spread sheet provides a timeline for completing the project and costs estimates for the renovation.

As we discussed at various times, West Front has either applied for or will be applying for grants and/or tax credits that can help defer some of the costs of the renovation. Our time line reflects the estimated time it will take to complete the approval of these applications, but we believe will still meet the City's desire to see the renovations completed in a timely manner.

In the meantime, while working through the application/approval process, West Front is securing the buildings to provide a safe and more appealing environment.

More specifically....

- West Front has applied for Obsolete Property Tax Abatement for both buildings. We attended a recent City Council Meeting and it is my understanding that these

applications have been approved pending securing the buildings and/or entering into an agreement with the City.

- As we discussed in a meeting with you and Mr. Matt Wallace, we discussed our intention to apply for Brownfield incentives that are available from the State of Michigan. It was our understanding that Matt was going to clarify whether these incentives would be available even after work had commenced on the buildings. We are not suggesting that securing the buildings will be delayed, but we do want to clarify this. We intend to apply for the Brownfield incentives as soon as an agreement is finalized with the City.
- We plan to apply for façade grants from the DDA as soon as an agreement with the City is finalized and the 2011 applications are available. The timeline for both the Brownfield and DDA applications are included in the attached timeline.

With regard to securing the buildings.....

- We have begun the process of renovation on the south façade and securing #116 West Front. David C. Hoffman, Inc. has been hired to demolish the existing façade and brace the west wall of the building. Hoffman has applied for a demolition permit and a sidewalk easement in order to complete this work. Hoffman plans to begin demolition *no later than* January 21, 2011.
- Jacobs is completing the drawings necessary to construct a permanent wall replacing the demolished south façade. This wall will be constructed as soon as the demolition work has been completed. We have contracted with Barker Construction to complete this work. As we have mentioned in the past, we have already purchased the windows for the #116 West Front building and they will be installed when the wall is constructed. A new brick exterior - final phase for this façade – will be completed in the spring of 2011.
- Barker will also secure the back of building #114 by cleaning up and closing what is now open and accessible. Final completion of the north façade for building #114 is included on the timeline.

Initially, we intend to finance renovations with cash flow from other businesses owned by the principals of West Front. One of these businesses has recently entered into an agreement with a third-party to sell certain of its assets. We anticipate the first sale to occur on or about March 25, 2011. Funds from this sale will be more than sufficient to complete the balance of the renovations and we would propose to set funds aside in a manner acceptable to the City to ensure that the renovations are completed timely.

As we mentioned in our November 4, 2010 letter, West Front owned all but one of the buildings in the #78 - #116 block of West Front. We have spent a considerable amount of money renovating two of the buildings on the block, one of which serves as an office for one of our businesses. We believe this early development served to generate the activity that has subsequently occurred in the immediate area. With our side of the street, the goal was to find a partner and keep all of the buildings under common ownership, complete all of the building renovations, and beautify the land behind the buildings with new parking and landscaping. When we were unable to find this partner, we recently sold the Lauer building to a party that intends to proceed with renovating that building immediately. We believe this will also be a great addition to our downtown area. We have no desire to leave the rest of the block in disrepair and would like the opportunity to

complete what we have started which most assuredly will be better for the downtown than an empty lot.

On the other hand, we recognize the rights of the City. We believe that the timeline for the remainder of the work will allow time for approval of incentives and also meet the City's desire to renovate the buildings in a timely manner. If we are unable to complete this work in the manner and time frame acceptable to the City, we would certainly agree that the agreement with the City contain language providing the City the right to re-institute actions to demolish the buildings.

Please let us know if you have any questions or suggestions. Thank you for considering this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Petkovich".

David Petkovich,
Member

EXHIBIT E

DEMOLITION BID

Official Check

348818

11-4-10

11-5-10

(date)

\$945 00

PROPOSAL FORM

**DEMOLITION OF COMMERCIAL BUILDINGS
114 & 116 WEST FRONT STREET**

Bids due no later than 10:00 AM (local time) on Friday, November 5, 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 demolish the BUILDINGS located at the addresses listed below, including the removal of all structures, concrete and debris shall be removed from the site in accordance with your rules & regulations dated October 18, 2010, at the following price, F.O.B. MONROE MI.

<u>SECTION</u>	<u>LOCATION/DESCRIPTION</u>	<u>TOTAL - BID AMT.</u>
I	114 & 116 WEST FRONT STREET	\$ 18,900. ⁰⁰

This is a firm bid, for a period of sixty (60) days from the date of bid opening. 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 the work in accordance with your specifications within a period of thirty (30) days after the date of issuance of the permit.

The City reserves the right to reject any or all bids, to award or withhold any property listed, to waive any informalities and to make award in the best interest of the City of Monroe. Bids sent through facsimile machines 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: EARTH WORKS

Address: 12536 JONES

CARLETON, MI 48117

Phone: 734-777-2392

Signed By: Ken Pearson

Title: OWNER

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