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#### RULE OF THE CHAMBER

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

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one 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, and 120 E. First St., Monroe, MI 48161, (734) 384-9136. The City of Monroe website address is [www.monroemi.gov](http://www.monroemi.gov).

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### AGENDA - CITY COUNCIL SPECIAL MEETING MONDAY, DECEMBER 23, 2013 6:00 P.M.

#### I. CALL TO ORDER.

#### II. ROLL CALL.

#### III. 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.).

##### 274 Ozone Building Modifications – Generator Purchase – Water Department.

1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase one 250 pound per day (ppd) Ozone Generator and related appurtenances / services, and recommending that a purchase order in the amount of \$818,393 be issued to Ozonia North America, LLC out of Leonia, NJ to provide one 250 ppd Ozone Generator in accordance with their proposal dated December 13, 2013 and his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

##### 275 Ozone System Modifications Bids.

1. Communication from the Director of of Engineering & Public Services, reporting back on bids received for the Ozone Building Modifications for the Water Treatment Plant, and recommending that Council award a contract to Colasanti Construction Services, Inc. in the amount of \$1,566,842 (including bid alternates), that up to \$1,800,000 be encumbered to include a 15% contingency, and that the Mayor and Clerk-Treasurer be authorized to execute the contracts on behalf of the City of Monroe, and further recommending that professional services contract be awarded to URS Corporation in an amount not to

exceed \$230,650, and that the Director of Engineering & Public Services or his designee be authorized to execute the agreement or any other necessary documents on behalf of the City.

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

276 Sanitary Sewer Access Pit on South Monroe Street Change Order.

1. Communication from the Director of Engineering & Public Services, submitting a change order to the sanitary sewer rehabilitation work on the South Monroe Street access pit, and recommending that Council award a change order to the Monroe Street Main Replacement Program contract to Gleason Construction Company, Inc. for installation of a temporary access pit for sewer lining purposes in the amount of up to \$13,440, and further recommending that the Director of Engineering & Public Services be authorized to sign the change order on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

**IV. ADJOURNMENT.**



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: OZONE SYSTEM MODIFICATIONS - GENERATOR PURCHASE – WATER DEPARTMENT**

**DISCUSSION:** The Water Department requests to purchase one 250 pound per day (ppd) Ozone Generator and related appurtenances / services from Ozonia North America, LLC out of Leonia, NJ. Attached are a proposal from Ozonia North America, LLC dated December 13, 2013 and a Local Representation letter from Ozonia North dated November 20, 2013, indicating HESCO an being the Exclusive Representative for Ozonia Equipment for the Territory that the City of Monroe is located (Michigan). The proposal price and letter from Ozonia North America, LLC are current. The Water Department requests that Ozonia North America, LLC be considered the sole source provider to sell this product and for this purchase to be made without bids.

At the Water Treatment Plant (WTP), the existing ozone facility is the first treatment process. Ozone is produced onsite and is diffused into the raw water for treatment. Ozone is a powerful oxidant and is primarily used in the treatment process for taste and odor purposes at the Monroe WTP. As part of an approved 2013-2014 Capital Improvement Program project, funding (via capital improvement bond) has been approved to make Ozone System Modifications to preserve the integrity of the existing ozone building structure and provide for a greater efficacy of process control. Per the Michigan Department of Environmental Quality, the overall construction project must be completed during the winter & spring months (low potential for taste & odor problems) such that pre-purchasing the ozone generator is recommended to minimize the equipment long lead-time to manufacturer and allow for installation/use for treatment. The pre-purchase will also save on sales tax/contractor markup and overall provide for coordination and efficient timing between the manufacturer / onsite contractor to expedite the delivery / installation of the new 250 ppd ozone generator. To accomplish this task specifications were developed by URS Corporation (project consultant) in which proposals were solicited / received from two respected / reliable ozone generator manufacturers (Ozonia and Mitsubishi). The proposals were evaluated based on the product and proposal factors in the attached URS recommendation.

The overall construction project (awarded via separate fact sheet) includes: Demolishing the existing Ozone Building to the first floor; Raising the contact chamber ~8.5 feet vertically to improve treatment & system hydraulics; Reinstalling all salvaged/new materials, equipment & processes including the existing 200 ppd ozone generator by June 1, 2014 to allow for the WTP to treat of raw water with ozone (after June 1 taste and odor problems normally becomes problematic); and Installing the new 250 ppd ozone generator by August 15, 2014 to provide for abundant ozone capacity.

The 250 ppd Ozone Generator proposal scope includes:

- |   |   |
|---|---|
| 1. A 250 ppd ozone generator.                     | 6. Three (3) ambient air ozone monitors.      |
| 2. An off-gas ozone destruct unit.                | 7. System programming, testing, and start-up. |
| 3. A supplemental air system.                     | 8. Closed loop cooling water system           |
| 4. Two (2) dissolved ozone concentration sensors. | 9. Additional sensors, meters and gauges      |
| 5. A Master Control Panel.                        | necessary to provide a complete Ozone system  |

It is recommended to purchase one 250 ppd Ozone Generator as part of the Ozone System Modifications project from Ozonia North America, LLC. This is based on the URS recommendation, attached proposal and total price of \$818,390.00 including all options. Adequate funding has been budgeted as part of the overall FY 2013-2014 CIP project through a Capital Improvement Bond recently issued on December 16, 2013. The recommended proposal and agreement has been reviewed by Tom Ready, City Attorney such that he is familiar with the documents language.

IT IS RECOMMENDED that a purchase order in the amount of \$818,390.00 be issued to Ozonia North America, LLC out of Leonia, NJ to provide one 250 ppd Ozone Generator in accordance with their proposal dated December 13, 2013 and that the bid process be waived. **IT IS FURTHER RECOMMENDED** to authorize the Director of Water and Wastewater or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).

**CITY MANAGER RECOMMENDATION:**

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

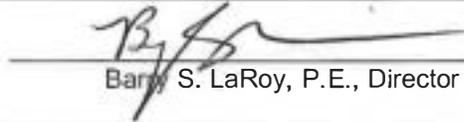
**APPROVAL DEADLINE:** ASAP

**REASON FOR DEADLINE:** Purchase 250 ppd ozone generator to minimize the equipment long lead-time to manufacturer and allow for installation/use for treatment; save on sales tax and overall provide for coordination and efficient timing between the manufacturer / onsite contractor to expedite the delivery / installation.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:**

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Water Department, Water Customers

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ 4,700,690.00
	Cost of This Project Approval	\$ 818,390.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	Water System	59140537 972000 14W07	\$ 818,390.00

Other Funds

Budget Approval: 

**FACT SHEET PREPARED BY:** Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 19, 2013

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE:** December 23, 2013



December 18, 2013

Mr. Barry LaRoy, P.E.  
Director of Water & Wastewater Utilities  
City of Monroe  
120 E. First Street  
Monroe, MI 48161

**RE: Letter of Recommendation of Award  
Pre-Purchase of WTP Ozone System**

Dear Mr. LaRoy:

On December 17, 2013, two quotes were received in response to Request for Quotation for the pre-purchase of the above referenced system. The two (2) firms submitting quotes were:

Mitsubishi Electric Power Products, Inc. (MEPPI)  
530 Keystone Drive  
Warrendale, PA 15086

Ozonias North America, LLC (Ozonias)  
600 Willow Tree Road  
Leonias, NJ 07605

Both firms are reputable suppliers of ozone equipment. The quotes were carefully reviewed for price, schedule, technical specification compliance, efficiency, alternates, exceptions and other services provided. Quoted costs were:

MEPPI: \$1,070,000  
Ozonias: \$789,700 (base system), \$818,390 (includes 3 optional items)

Delivery of equipment is paramount to project success and therefore, a critically important aspect of the quotation. The following is the proposed schedule for the delivery of the Ozone Generator from each supplier:

MEPPI: December 1, 2014  
Ozonias: July 1, 2014

URS Corporation  
27777 Franklin Road, Suite 2000  
Southfield, Michigan 48034  
Tel: 248.204.5900  
Fax: 248.204.5901  
www.urscorp.com



As Ozonia was the low bidder and the only company willing to meet the scheduling requirements identified in the specifications, URS contacted Ozonia to discuss detailed elements of their proposal. After a lengthy discussion, URS is satisfied that Ozonia understands the scope of the project and is capable of meeting the required schedule. Subsequent communications with Ozonia have also confirmed that Ozonia is comfortable with the liquidated damages associated with the schedule and those associated with the performance of the equipment.

URS is recommending that the City include in the contract all three of Ozonia's recommended options as these will improve the performance, maximize the usability, and minimize the impact of any necessary maintenance on the system.

Therefore, we recommend purchasing the Ozone System equipment, including the optional equipment, (\$818,390) identified in Ozonia's quote dated December 17, 2013. If you should have any questions regarding this matter, please contact me.

Sincerely,

**URS CORPORATION**

A handwritten signature in cursive script that reads "David J. Delia".

David J. Delia, P.E.  
Project Engineer  
248.204.4179



**OZONIA NORTH AMERICA, LLC**  
600 WILLOW TREE ROAD  
LEONIA, NJ 07605 USA  
TEL 201 676-2525 | FAX 201 346-5460



December 13, 2013

Mr. Barry S. LaRoy, P.E.  
Director of Water & Wastewater Utilities  
City of Monroe  
120 East First Street  
Monroe, MI 48161

**Subject:** City of Monroe Metropolitan WTP – Ozone System Modifications Project  
Request for Quotation  
Ozone System Equipment and Services  
Proposal 018-437

Dear Mr. LaRoy:

Ozonía North America (Ozonía) is pleased to provide our proposal to provide the ozone system equipment and services in accordance with the above Request for Quotation documents. Ozonía is a named supplier for the Ozone System and has over **110** municipal installations with over **300,000** lbs/day of ozone capacity installed.

Ozonía shall provide the following equipment and services in accordance with the following specification sections and drawings:

- 11400
- Applicable portions of 01782, 11005, 13510, 13520, 13570, 17050, 17100, 17200, 17300, 17400, 17500 and 17600
- As a reference, specification section 11477 (Contractor Specification)
- Bid drawings

Very truly yours,  
OZONIA NORTH AMERICA

William Nezgod  
Sales Director – Engineered Plants



## SCOPE OF SUPPLY

TO: Mr. Barry S. LaRoy, P.E.  
Director of Water & Wastewater  
Utilities  
City of Monroe  
120 East First Street  
Monroe, MI 48161

Proposal No.: 018-437

Date: December 13, 2013

For: City of Monroe Metropolitan WTP –  
Ozone System Modifications Project  
Request for Quotation  
Ozone System Equipment and  
Services

(hereinafter referred to as "Purchaser")

Ozononia North America Inc (hereinafter referred to as "ONA") offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated herein and in accordance with the Conditions of Sale and other provisions contained or referenced herein. This Proposal shall remain in effect for from the date hereof and shall expire at that time unless extended in writing by ONA. The Purchase Price is based upon only the Conditions of Sale and other provisions specifically contained or referenced herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained or referenced herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. ONA hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained or referenced herein unless expressly accepted in writing by ONA.

This Proposal and any resulting contract shall be referred to hereinafter as "this Contract".

### **Sections : TBA**

The above to be provided as described herein.

### **Sales Representative:**

Glenn Hummel  
HESCO  
28838 Van Dyke Road  
Warren, MI 48093-2706

Tel: 586-978-7200  
Fax:  
Email: [glenn@hesco-mi.com](mailto:glenn@hesco-mi.com)

### **Regional Manager**

Paul Ravelli

Tel:  
Cell: 856-761-2407  
Email: [Paul.ravelli@infilcodegremont.com](mailto:Paul.ravelli@infilcodegremont.com)

## I. OZONE SYSTEM DESIGN CRITERIA

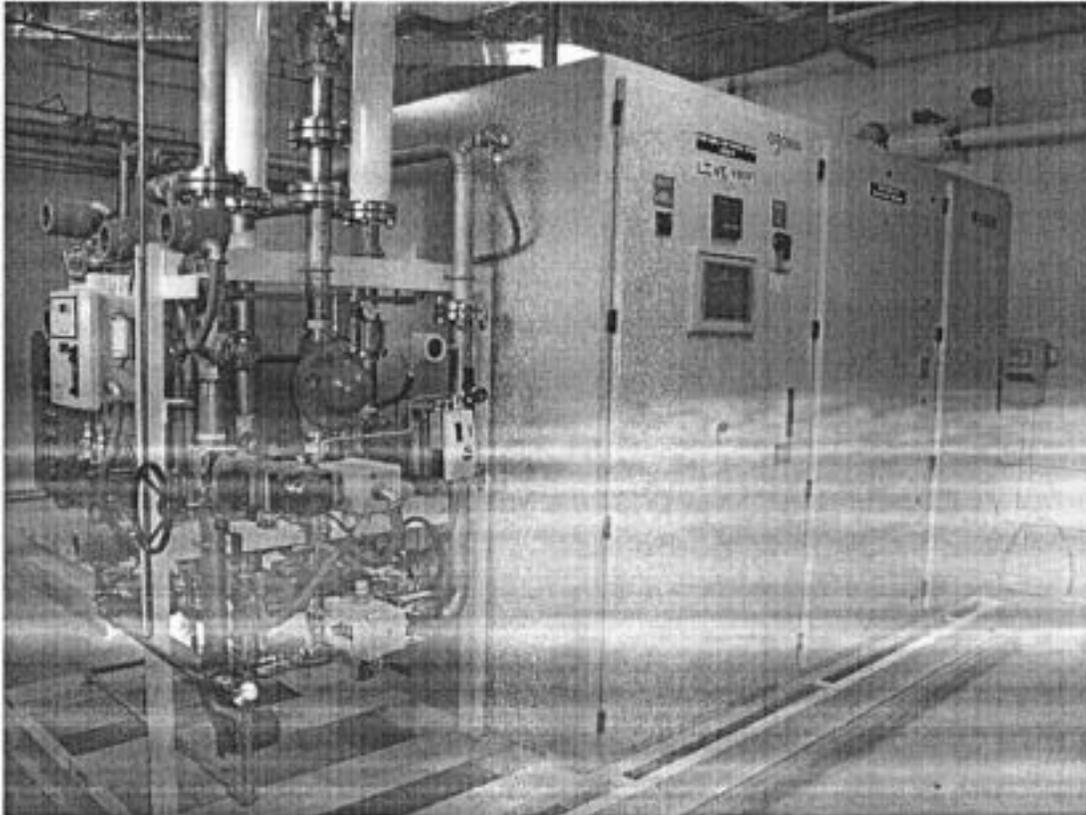
- |  |  |
|--|--|
| 1. Ozone Generator/PSU System                                | 1 x 250 lbs/day @ 10% O <sub>3</sub>   |
| 2. Closed Loop CW System                                     | 1 x Skid-mounted unit <b>(on generator skid)</b>   |
| 3. Supplemental Nitrogen System                              | 1 x 100% capacity unit (for 700 ppd ozone capacity)  |
| 4. Ozone Destruct System                                     | 1 x Destruct Unit (for 700 ppd ozone capacity future plant)                                      |
| 5. Master Control Panel                                      | 1 x MCP  |
| 6. Ozone Monitors  | 3 x Ambient Ozone Monitors as described below<br>2 x Dissolved Ozone Monitors as described below |
| 7. Misc. Equipment and Services                              | 1 lot as described below   |
| 8. Spare Parts and Misc. Equipment                           | 1 lot as described below   |
| 9. System Programming, Commissioning<br>Testing and Training | 1 lot as described below   |

Ozonía shall provide the following equipment and services:

## II. SCOPE OF SUPPLY – BASE SYSTEM

### A. Ozone Generators/Power Supply Units – Section 11400

One (1) Ozonia Model CFV-10 Advanced Technology skid mounted medium frequency Ozone Generators with a design rating of 250 lbs/day (max. capability of 300 lbs/day) of ozone at a concentration of 10% by weight by weight based on an open-loop CW temperature of 82 deg F. The ozone generator will be provided as a skid-mounted unit that shall include the following instrumentation and valves, pre-wired and pre-piped for ease of installation. The ozone generator vessel, Power Supply Unit (PSU) and closed-loop cooling water shall be supplied as a complete assembly. The ozone generator shall be in accordance with a typical P & ID drawing for a standard product. (Actual P&ID needs to be developed for the project).



**Skid Mounted 330 lbs/day ozone generator at Weymouth MA**

The ozone generator skid shall include the following instrumentation and valves in accordance with 13290 and as shown on highlighted P&ID's G-I-117,18:

**Instrumentation**

Qty.	Tag No.	Manufacturer	Instrument Description
<b>Oxygen Inlet Line</b>			
1	PIT-XXX		Pressure Indicating Transmitter – Oxygen Inlet Line
1	FIT- XXX		Flow Indicating Transmitter – Oxygen Inlet Line
1	PSL,H-XXX		Pressure Switch (low/low) and (high/high) – Oxygen Inlet Line
1	TI- XXX		Temperature Indicator – Oxygen Inlet Line
<b>Cooling Water Inlet Line</b>			

Qty.	Tag No.	Manufacturer	Instrument Description
1	PI-XXX		Pressure Indicator
1	TI-XXX		Temperature Indicator
<b>Ozone Outlet Line</b>			
1	TI-XXX		Temperature Indicator
1	TIT- XXX		Temperature Indicating Transmitter
1	AIT- XXX		High Concentration Ozone Monitor – Ozone Outlet Line
1	PIT-XXX		Pressure Indicating Transmitter
<b>Cooling Water Outlet Line</b>			
1	FIT-XXX		Flow Indicating Transmitter – Cooling Water Outlet Line, Ozone Generator
1	PI-XXX		Pressure Indicator – Cooling Water outlet line
1	TI- XXX		Temperature Indicator – Cooling Water Outlet Line, Ozone Generator
1	TSH-XXX		Temperature Switch, high

### Valves

Qty.	Tag No.	Manufacturer	Valve Description
<b>Oxygen Inlet Line</b>			
1	A-BV- XXX		Automatic Isolation Shut Off Valve – Oxygen Inlet Line
1	PRV-XXX		Pressure Regulating Valve – Oxygen Inlet Line
1	PSV- XXX		Safety Relief Valve (Gas) – Oxygen Inlet Line to Vessel
<b>Ozone/Oxygen Outlet Line</b>			
1	CV-XXX		Check Valve
1	A-BV- XXX		Automatic Shut Off Valve – Ozone Outlet Line
1	BV-XXX		Manual Isolation Valve
<b>Cooling Water Inlet Line</b>			

Qty.	Tag No.	Manufacturer	Valve Description
1	V-XXX		Manual Isolation Valve – Cooling Water Inlet Line
1	V-XXX		Drain Valve
<b>Cooling Water Outlet Line</b>			
1	ARV-XXX		Air Release Valve – Cooling Water Outlet Line
1	BV- XXX		Manual Isolation Valve – Cooling Water Outlet Line

One (1) Ozonia Medium Frequency Power Supply Units (PSU). These PSU shall utilize the latest in IGBT (Insulated Gate Bipolar Transistor) inverter technology. The PSU will be controlled by an Allen Bradley CompactLogix PLC and shall have a Panelview Plus 1000 Series 10 in. Color HMI. The electrical enclosure shall be a NEMA 4X stainless steel enclosure. The PSU shall be located on the same skid as the ozone generator vessel for ease of installation and reduction of floor space required.

The following are some of the advantages of the IGBT Converter/Inverter based Power Supply Unit over the older SCR (Silicon Controlled Rectifier) based technology:

- Power supply operates at almost unity power factor (> 0.97) over the operating range
- Power supply unit has a power turndown > 40:1 to the ozone generator vessel
- Low operating voltage < 4000 volts
- Power supply exhibits very low harmonics, **below** the latest requirement of IEEE519
- Power Supply uses and “active front-end” IGBT based Converter design and constant frequency inverter switching at whole multiples of the line frequency.
- Line notching that is typical of SCR's and diode converters is also eliminated.

**Instrumentation**

Qty.	Tag No.	Manufacturer	Instrument Description
<b>Cooling Water Inlet/Outlet Line</b>			
1	TI-XXX		Temperature Indicator – Cooling Water Outlet Line

**Valves**

Qty.	Tag No.	Manufacturer	Valve Description
<b>Cooling Water Inlet Line</b>			
1	V-XXX		Manual Isolation Valve – Cooling Water Inlet Line

Qty.	Tag No.	Manufacturer	Valve Description
1	SV-XXX		Automatic Isolation Valve – Cooling Water Inlet Line
1	V-XXX		Balancing Valve – Cooling Water Inlet Line
<b>Cooling Water Outlet Line</b>			
1	V-XXX		Manual Valve – Cooling Water Outlet Line

### B. Supplemental Air System – Section 11400

One (1) skid-mounted supplemental air system to provide sufficient nitrogen for the ozone system to operate at 700 lbs/day at a concentration of 10% O<sub>3</sub>. The Supplemental Air system shall include the following major components as specified in section 11400:

- Oil-free rotary scroll compressor
- Air-cooled aftercooler
- One (1) Air receiver tank
- One (1) Coalescing pre-filter
- One (1) Heatless desiccant dual-tower dryer
- One (1) Particulate after-filter
- One (1) lot required instrumentation
- One (1) lot manual isolation valves
- One (1) pressure safety relief valve after the air compressor
- One (1) Pressure Regulating valve
- One (1) Temperature indicator
- One (1) Pressure transmitter
- One (1) Mass flow controller
- One (1) Dewpoint analyzer
- One (1) Local Control Panel

### C. Closed Loop Cooling Water System – Section 11400

One (1) Closed Loop Cooling Water to provide high quality cooling water to the ozone generator and power supply unit to meet the required ozone production operating conditions. The closed loop cooling system shall be provided as part of the ozone generator skid to fit into the space allotted for the ozone generator and power supply unit as shown in the room layout drawing. The cooling water system shall include the following major components:

- One (1) Plate and Frame Heat Exchanger with stainless steel plates, each sized to handle the flow from one (1) ozone generator and power supply unit.
- One (1) Inlet strainer on CW pump
- One (1) Vertical turbine Cooling Water booster pump equal

- One (1) lot Pressure Indicator (PI) on closed-loop cooling water pump outlet
- Two (2) Temperature Indicators (TI) on the open-loop inlet/outlet cooling water lines to the heat exchanger.
- One (1) lot manual isolation butterfly valves (BFV) on cooling water skid inlet/outlets for both the open-loop side and closed-loop side.
- One (1) Expansion Tank
- One (1) Air/Water Separator
- One (1) Chemical pot feeder

#### D. Ozone Destruct Unit –Section 11400

In accordance with specification section 11400 Ozonia shall provide the following ozone destruct unit equipment capable of destroying the off-gas flow produced from a 700 lbs/day ozone generation system at 10% O<sub>3</sub> concentration (60 scfm):

One (1) Ozonia model VODR-90-1 thermal/catalytic ozone destruct units capable of handling up to **60 SCFM** of contact chamber off-gas and reducing the ozone concentration to less than 0.10 ppm by volume. The ozone destruct unit shall be a skid-mounted unit consisting of the following major components:

- One (1) manual inlet isolation valve (BFV)
- One (1) Medium concentration Off-gas ozone monitor (AIT-O<sub>3</sub>)
- One (1) pre-heater with SCR based control
- One (1) Temperature indicating transmitter (TIT)
- One (1) Temperature switch (TSH)
- One (1) 316L SS catalyst chamber with Pressure differential indicator and switch
- Two (2) Cincinnati fan off-gas blowers with manual isolation valves
- One (1) Vent gas low concentration ozone monitor (AIT-O<sub>3</sub>)
- One (1) lot interconnecting piping and wiring to provide for a complete skid-mounted unit as shown on P&ID drawing
- One (1) Ozone Destruct control panel (ODCP) provided in NEMA 4X enclosure

The following equipment shall be shipped loose for installation in the field by the Contractor:

1. One (1) Vent gas Silencer in the main vent gas line after the destruct blower
2. One (1) Vacuum/Pressure relief valve to protect the contact chamber against over and under-pressure

**Note:** The specifications do not require a vacuum control system for the ozone destruct unit to automatically maintain a pre-set negative pressure in the contact basin. This is recommended and the vacuum control equipment is given as an optional item below in this proposal.

## E. Master Control Panel – Section 11400

Ozonias shall provide the Master Control Panel (MCP) to control all the major ozone system components as described in paragraph 2.9 of section 11400. The MCP shall be provided with an Allen Bradley CompactLogix PLC as described in 11400 and 17200. The MCP shall have an Allen Bradley Panelview 1000 HMI to provide all information required per as described in paragraph 2.9.C of section 11400. The MCP shall interface with the main plant SCADA system and operating setpoints shall be capable of being entered by the Operator either at the Main Plant SCADA or at the through the HMI on the front panel of the MCP.

The Ozone System Supplier (OSS) shall interface with the System Integrator under contract of the General Contractor. The OSS shall provide the System Integrator with the standard screen configurations used in the MCP HMI for the System Integrator to be able to create the necessary SCADA screens and programming requirements in the main plant SCADA system.

## F. Ozone and Oxygen Monitoring Equipment – Section 13345

The following gas phase ozone and oxygen monitoring equipment shall be provided:

- One (1) Teledyne-API model 465H UV absorption type high concentration ozone monitor (AIT-HC) to measure the ozone concentration produced by the ozone generator (skid mounted as part of the ozone generator skid). The 465H has a range of 0 – 15% ozone by weight.
- One (1) Dewpoint analyzers (AIT-Dewpnt) mounted on the supplemental air skid
- One (1) Oxygen Dewpoint analyzer in the main oxygen feed gas line
- One (1) Teledyne-API model 465M UV absorption type off-gas ozone monitor (AIT-Offgas) to measure the ozone concentration in the contact chamber off-gas line (provided as part of the ozone destruct skid package).
- One (1) Teledyne-API model 465L UV absorption type vent-gas ozone monitor (AIT-LC) to measure the ozone concentration leaving the ozone destruct units (units provided as part of the ozone destruct skid packages). The 465L has a range of 0 – 10 ppm ozone by volume.
- Three (3) Teledyne-API model 465L UV absorption type ambient ozone monitors (AIT-LC) to measure the ambient ozone levels in three different locations selected by the Owner. There shall be **three separate** ambient monitors provided as detailed in the “Request for Proposal letter” and as described in paragraph 2.8 of specification section 11400. The 465L has a range of 0 – 10 ppm ozone by volume.
- One (1) ATI or equal ambient oxygen analyzer to measure for oxygen leaks in multiple locations as per paragraph 1.1.B.1.h of specification section 11400.
- Two (2) ATI model Q45H-64 amperometric dissolved ozone analyzers as required in the “Request for Proposal letter”.
- Four (4) alarm horns and beacons for the ambient ozone monitoring equipment

Note: One of the dissolved ozone analyzers shall have a pH probe provided as required by paragraph 2.7.B of specification section 11400.

### **G. Miscellaneous Equipment and Services**

- The equipment provided by Ozonia will have UL or ETL field certified
- Ozonia shall provide anchor bolt calculations for all equipment skids

### **H. Spare Parts**

Note: There are no contract spare parts specified in the request for bid specifications or "Request for Proposal" letter. A basic list of recommended spare parts for the ozone equipment along with a list of PLC spare parts per section 17200 (not sure if the 17200 spare parts are OSS scope of I&C Contractor scope) is provided as an optional item of this bid.

### **I. Factory Testing**

Ozonias shall provide a full factory test including the production of ozone in our Leonia, NJ facility. This will allow the End-User to witness test the equipment and see that it produces the rated ozone production before the equipment is shipped to the job site.

The Control System shall also be factory tested prior to shipment to the job site as required in paragraph 3.4 of specification section 11400.

Note: Ozonia shall provide the cost for two (2) Client nominated personnel to witness the factory testing in our Leonia, NJ factory.

### **J. Commissioning, Testing and Training Services – Section 13280**

Ozonias shall provide the following commissioning, testing and training services in accordance with the specifications:

- Examination of the condition and locations for mechanical and electrical services prior to installation as required in paragraph 3.1.A of section 11005.
- Commissioning and Functional Testing
- Performance Testing
- Training

Note: Ozonia has included sufficient service time above for full ozone system startup, testing and training. Should additional service time be required for coordination of the Main Ozone System Control Panel above the time allotted above the additional service will be available at \$1260 per day plus travel and living expenses

### **K. Engineering Services provided after Commissioning – Section 11400**

In addition to the services listed above, Ozonia shall provide one (1) plant visits of a minimum duration of one (1) day on site during the warranty period as described in 1.3.D of specification section 11400.

### **L. Engineering Provided**

Engineering will be in accordance with the issued specifications. Ozonia North America will provide all necessary design, installation and operating information for equipment provided by Ozonia. Ozonia will coordinate and review other equipment items associated with the ozone system but will not be responsible for the design, installation and operation of equipment and systems supplied by others.

Ozonia will furnish bid statements and guaranteed power and oxygen numbers, as per specifications.

Engineering information by Ozonia for equipment that it supplies shall consist of:

1. System Integration Engineering
2. General equipment orientation and dimensional drawings for all equipment and system components.
3. Process and Instrumentation drawings (P&ID) for each piece of equipment.
4. Electrical schematics, panel layouts and interconnecting terminal block drawings for all controls and instruments supplied.
5. Office and field coordination with the I & C subcontractor.
6. Equipment layout and data including manufacturer, model, power requirements, capacity and materials of construction.
7. Storage, handling and erection requirements.
8. Foundation loading and anchor bolt requirements.
9. Performance test procedures.
10. Operations and Maintenance manuals.

### **M. Work Not Provided**

The following items are not included in the proposed selling price and will be provided by others unless specifically called for in the body of this proposal:

- a. Equipment unloading, storage or erection.
- b. Interconnecting and intra-connecting electrical wiring **except** in skid mounted packaged equipment.
- c. Interconnecting and intra-connecting oxygen, ozone or water piping and manual valves between the oxygen system components, ozone system components, equipment skids, contactors or ozone destruct system components.

- d. Wall sleeves and fittings.
- e. HVAC
- f. Control wiring or piping
- g. Insulation on ozone generators, cooling water piping, ozone destructors or other hot or cold surfaces
- h. Air, ozone, liquid oxygen, gaseous oxygen or water piping not on skids
- i. Anchor bolts
- j. Instruments and valves except as noted.
- k. Instrument air, instrument tubing or fittings
- l. Design, programming, testing or commissioning of any Control Systems other than those provided by Ozonia.-
- m. Power wiring and conduit, except on equipment skids
- n. Motor control center and local disconnects
- o. Field calibration of instruments not provided by Ozonia
- p. Contact Chamber leakage testing
- q. Design of equipment not furnished by Ozonia
- r. Cost for Power, Water or Liquid Oxygen (LOX) for commissioning and testing of equipment on site.

### III. SYSTEM WARRANTIES AND GUARANTIES

In accordance with the specifications, Ozonia has included for the following system warranties and guaranties:

- 1. The power consumption for the ozone generator and power supply unit shall not exceed 4.8. kwh/lb of ozone produced at an ozone production rate of 250 lbs/day and with a plant cooling water temperature of 82 °F.
- 2. The new off-gas destruct unit shall reduce the ozone concentration entering the destruct unit to  $\leq 0.08$  ppm by volume in the vent line.
- 3. Ozonia includes a warranty of twelve (12) months from the date of substantial completion of the ozone generation system.
- 4. The ozone generator dielectrics and fuses shall have an extended warranty of 5 years from substantial completion. Any dielectrics that fail during normal operation above 0.5% of the total included in one ozone generator shall be replaced by the OSS as provided for in par. 1.8.B of section 11400.

### IV. OPTIONAL ITEMS/SYSTEM ALTERNATES

- 1. One (1) Off-gas Demister (DEM) in the vent line leaving the ozone contact chamber.
- 2. Recommended Ozone Destruct Pressure Control System

One (1) off-gas Pressure Indicating Transmitter (PIT) in the off-gas line from the ozone contact chamber and one (1) pressure control valve (PCV) on the ozone destruct unit inlet line. These items would make the vacuum control in the contact chamber more easily controlled over the variable flow conditions that would exist from the ozone production level with one ozone generator in service up to an ozone production rate of 700 lbs/day.

3. Basic recommended spare parts list for ozone generation equipment
  - Five (5%) percent of the dielectrics for the ozone generator
  - One (1) set of gaskets for the ozone generator
  - Ten percent (10%) fuses for one ozone generator
  - One (1) set of filter elements for N2 system
  - One (1) full catalyst charge for one (1) destruct unit
  - One (1) set of required ozone gas-phase ozone monitor spare parts for each type of ozone monitor
  - PLC spare parts per par. 3.7.B of section 17200

## V. CLARIFICATIONS AND EXCEPTIONS

1. In section 01782 of the specification reference is made to “the requirements of Division 1”. These documents were not provided with the bid documents and would need to be reviewed before becoming part of the bid.
2. Specification section 11005 requires an examination of the mechanical and electrical services location. This will need to be done
3. Ozonia has provide for **three (3)** ambient ozone analyzers as per the Request for Proposal letter and table 2.8 of 13400 while paragraph 1.1.B.1.g specifies “one” new ambient air depletion monitor. If the Client would like a single monitor with three sample locations Ozonia can provide a deduct for this equipment. For ambient monitoring it is recommended to use UV absorption type monitors with sample locations as close the potential leak a possible. Long sample length runs are not recommended.
4. Paragraph 1.1.B.3.c of specification 11400 requires the OSS to control the LOX system with the OSS provided MCP. This should not be a problem but we do not have any information on what equipment exists in the current LOX system. If any special equipment or controls requirements exist there may be some changes from the MCP system.
5. It is the understanding of Ozonia that there shall be a contract between the Client and the Contractor that includes the Contractor using a sole-sourced System Integrator for coordinating the new ozone system and the Plant SCADA control system. Ozonia shall only be responsible for coordination with the System Integrator and shall not have any direct contractual agreement with the System Integrator.
6. No demister has been specified in the bid documents for the off-gas line from the ozone contact chamber. Ozonia has included the demister as an optional item.



7. Paragraph 3.1 of section 11400 states the critical delivery dates for the Ozone Destruct unit, Master Control Panel, Supplemental Air System and Ozone Generator skid but does not tie these dates to contract execution dates. The Contract execution date should be stated such that if that date is delayed the project schedule is adjusted accordingly.
8. In paragraph 3.2.B.1 the second line states the “all non-skid mounted.....” shall be furnished “by OSS”. The OSS will only furnish piping, valves and instrumentation on the equipment skids will not furnish any field piping.
9. In paragraph 3.5.B.1 of section 11400 only piping shall be field pressure tested. The equipment shall be blocked off during field pressure testing.
10. In specification 17100 reference is made to modification of existing SCADA system by an Owner nominated local system integrator. This work and the system integrator shall be under contract to the General Contractor. The OSS is only to coordinate activities with the local system integrator.
11. In section 17200 any services described shall be provided by local system integrator. Ozonia has included for all Controls system testing and training in our scope of supply as defined in section 11400 of the specifications.
12. Section 17300 for Structured Cabling Systems is provided as reference only to the OSS. All special extended warranties shall be provided by the Contractor. Ozonia shall follow the applicable sections.

**PURCHASE PRICE:** \_\_\_\_\_ (See below)

Base System:	\$	<u>789,700</u>	(*)
Optional Items: Item No. 1	\$	<u>4,300</u>	(*)
Item No. 2	\$	<u>8,490</u>	(*)
Item No. 3	\$	<u>15,900</u>	(*)
<b>Total Selling Price</b>	\$	<b><u>818,390</u></b>	<b>(*)</b>

(\*) Note: No Sales Tax has been included. If required sales tax will need to be added.

**SHIPPING TERMS:** FOB Leonia, NJ, freight included to jobsite.

**TERMS OF PAYMENT:** 10% with shop drawing approval  
 80% upon shipment of equipment  
 10% upon completion of performance testing and training

**TERMS AND CONDITIONS:** As per Ozonia North America Standard Terms and Conditions

**VALIDITY:** Sixty (60) days from bid date

**BONDING:** No Performance or Payment Bonds have been included in the above price.

**SERVICE:** Field Service included in this Contract shall be provided for a period not to exceed    eight-hour man-days provided in not more than    ♦ trips to check the completed installation by Purchaser, to place the Products in operation and to instruct Purchaser in their operation. Purchaser agrees to pay ONA for any additional service days and/or trips in accordance with ONA's standard service rates and conditions in effect at the time the service is performed.

♦ A minimum of one (1) full day of service will be charged to each trip. \* See proposal details

**SCHEDULE:** Approval drawings and data shall be submitted approximately (see below) weeks after agreement to all terms, as evidenced by ONA's receipt of this proposal, fully executed; or, in the event that Purchaser issues a Purchase Order, ONA's receipt of fully executed letter agreement. ONA estimates that shipment of the Products can be made in approximately (see below) weeks after ONA has received from Purchaser final approval of all submittal drawings and data.

**Note: Schedule is based on PO date of no later than December 31, 2014**

**First phase: Shop Drawing Submittals**

- P&IDs 1<sup>st</sup> issue 3 – 4 weeks ARO
- Shop Drawings 6 – 8 weeks ARO
- Ozonia/Engineer Review of Submittals 8 – 10 weeks ARO

**Second phase: Fabrication and Shipment**

- Early Release of Long-lead items By January 18, 2014
- Complete release of Materials 8 – 10 weeks ARO
- Shipment of Destruct, MCP, N2 System April 18, 2014
- Shipment of Ozone Generator July 1, 2014



PURCHASER'S ACCEPTANCE: BY ITS SIGNATURE BELOW OR ISSUANCE OF ANY PURCHASE ORDER OR OTHER DOCUMENT, NOTWITHSTANDING ANY STATEMENT OR PROVISION CONTAINED THEREIN TO THE CONTRARY, PURCHASER AGREES TO ALL THE CONDITIONS AND PROVISIONS OF THIS PROPOSAL AND CONTRACT. NO OFFER BY PURCHASER TO ALTER, AMEND, LIMIT OR DELETE ANY CONDITION OR PROVISION OF THIS PROPOSAL AND CONTRACT SHALL BE BINDING UPON ONA UNLESS EXPRESSLY ACCEPTED IN WRITING BY ONA.

**PURCHASER'S ACCEPTANCE:**

**OZONIA NORTH AMERICA INC**

Company Name \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

Ship To: \_\_\_\_\_

By: \_\_\_\_\_  
William Nezgod  
Sales Director – Engineered Plants

Date: December 13, 2013

## OZONIA NORTH AMERICA, INC. ("OZONIA") TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and OZONIA. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on OZONIA unless made in writing and signed by an authorized representative of OZONIA. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.
2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.
3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in OZONIA's proposal.
4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in OZONIA's proposal.
5. **EXCUSABLE DELAY.** OZONIA shall not be liable for any delay in performance or failure to perform due to any cause beyond OZONIA's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event OZONIA's performance is delayed by any of the foregoing causes, OZONIA's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay OZONIA's performance, Purchaser shall pay OZONIA any additional costs incurred by OZONIA resulting from such delay and shall also pay OZONIA's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.
6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by OZONIA for use solely with respect to this Project. OZONIA shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by OZONIA. The Instruments of Service furnished by OZONIA are proprietary to OZONIA, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without OZONIA's written authorization.
7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with OZONIA's or the manufacturer's operations.
8. **WARRANTY OF TITLE.** OZONIA warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.
9. **WARRANTY.** OZONIA warrants that its Equipment shall conform to the description contained in OZONIA's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon OZONIA's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by OZONIA that such defect is covered under the foregoing warranty, OZONIA shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with OZONIA's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. OZONIA shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touch up of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, OZONIA provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute OZONIA's sole liability and purchaser's exclusive remedy for failure of OZONIA to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. **BACKCHARGES.** OZONIA shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without OZONIA's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.
11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon OZONIA, unless such clauses are specifically accepted in writing by an authorized representative of OZONIA at its headquarters office.

12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall OZONIA's liability exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to OZONIA for reasonable costs incurred by OZONIA including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract or if the Project is suspended or delayed for more than 120 cumulative days, then OZONIA may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, OZONIA shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of OZONIA to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse OZONIA for all attorney's fees and costs related to collection of past due amounts.

15. **DEFAULT BY SELLER.** In the event of any default by OZONIA and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to OZONIA. OZONIA shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonable be remedied within such thirty (30) day period, OZONIA shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** OZONIA shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without OZONIA's prior written permission. Purchaser shall give prompt written notice to OZONIA of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, OZONIA shall take reasonable steps to procure the right to operate or use the Equipment. If OZONIA cannot so procure such right within a reasonable time, OZONIA shall promptly, at OZONIA's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, OZONIA will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by OZONIA's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by, interpreted and enforced in accordance with the laws applicable in the state where the jobsite is located, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over the jobsite. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither OZONIA nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. OZONIA and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

## CONDITIONS OF FIELD SERVICE

If this Contract does not include Field Service or if Purchaser requires such service in addition to that included in this Contract, Purchaser may purchase from ONA such Field Service or technical advice during installation or start-up of the Products, in which case Purchaser agrees to pay ONA for Work Time, Travel Time and Standby Time based on (1) ONA's "per diem" rates in effect at the time the service is performed; (2) the expenses of each ONA employee so furnished; and (3) the terms and conditions under which such service is performed.

### "PER DIEM" CHARGES FOR SERVICE

The following rates are currently in effect. They are subject to change by ONA and are based on the definitions below. These rates are for domestic service only. Rates for service outside the Continental United States will be quoted upon request.

Classification of Serviceman	Straight Time Rate
STANDARD SERVICE	\$ 1260.00 Per day
	\$ Per
	\$ Per

### TIME DEFINITIONS

(a) Work Time - shall include all hours that ONA service personnel are on Purchaser's job site, either working or ready for work, and shall be payable at the applicable specified rates.

(b) Travel Time - shall include the time spent by ONA service personnel in traveling between their customary headquarters and Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and holidays) up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable Straight Time Rate and shall not be cumulative with Work Time in determining Overtime.

(c) Standby Time - shall include all time (excluding Work Time) that ONA service personnel are available for work at Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours per day, between the hours of 7:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Purchaser. Standby Time shall be paid for at the applicable Straight Time Rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

### RATE DEFINITIONS

(a) Straight Time Rate - This rate shall be paid for Work Time, Standby Time or Travel Time on a regular schedule of eight (8) hours per day, Monday through Friday.

(b) Time and One-Half Rate - The rate of one and half (1-1/2) times the Straight Time Rate shall be paid for any Work Time or Standby Time in excess of eight (8) hours, but not exceeding sixteen (16) hours, per day, Monday through Friday, and for any Work Time or Standby Time on Saturdays, not to exceed sixteen (16) hours.

(c) Double Time Rate - The rate of twice the Straight Time rates shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Saturday, and for all time worked on Sundays and holidays. Holidays shall be those observed in the locality where the work is to be performed.

### CHARGES FOR EXPENSES

In addition to the "Per Diem" charges above, Purchaser shall pay ONA for all the traveling and living expenses and all other expenses of each ONA employee incidental to the work.

### TERMS AND CONDITIONS

(1) Notification - Purchaser shall give ONA at least two (2) weeks advance notice when ordering Field Service.

(2) Terms of Payment - Purchaser shall pay ONA immediately upon receipt of invoices covering the time and expenses of ONA's employees furnished for such services. OVERDUE PAYMENTS NOT RECEIVED BY ONA WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE SHALL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH.

(3) Time Sheets - ONA employees shall present Purchaser at the end of each week or at the completion of the job if less than one (1) week, appropriate documents on which shall be indicated the number of hours spent and the estimated expense incurred on this work. Purchaser shall sign these documents in the place indicated, thus signifying approval of the time spent and estimated expense incurred on this work.

(4) Delays - If the work of an ONA employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of ONA, ONA may withdraw such employee and return a serviceman to the job when needed and available; and any additional costs (including Travel Time and expenses) incurred by ONA because of this shall be an additional charge to Purchaser.

(5) Limitation of Liability - ONA in providing any Field Service hereunder, shall do so in an advisory capacity only and shall not be held responsible in any way for the acts, workmanship or omissions of the employees, contractors, sub-contractors or agents of Purchaser. ONA SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE.



**OZONIA NORTH AMERICA, LLC**  
600 WILLOW TREE ROAD  
LEONIA, NJ 07605 USA  
TEL 201 676-2525 | FAX 201 346-5460



November 20, 2013

Mr. David Delia  
URS  
27777 Franklin Road, Suite 2000  
Southfield, MI 48034

Subject: Local Representation

Dear Mr. Delia:

This letter is to confirm that HESCO is the Exclusive Representative for Ozonia Equipment for the Territory that the City of Monroe is located within (Michigan).

Please let me know if you have any questions or require additional information.

Very truly yours,  
OZONIA NORTH AMERICA

William Nezgod  
Sales Director – Engineered Systems



OZONIA NORTH AMERICA, LLC  
 600 WILLOW TREE ROAD  
 LEONIA, NJ 07605 USA  
 TEL 201 676-2525 | FAX 201 346-5460



December 18 2013

Mr. Barry S. LaRoy, P.E.  
 Director of Water & Wastewater Utilities  
 City of Monroe  
 120 East First Street  
 Monroe, MI 48161

Subject: City of Monroe Metropolitan WTP – Ozone System Modifications Project  
 Request for Quotation  
 Ozone System Equipment and Services  
 Addendum to Proposal No. 018-437

Dear Mr. LaRoy:

With reference to Division B of the proposal Ozonia can agree to the Liquidated damages in the amount of \$ 700 per day based on the following conditions:

- |  |   |
|--|---|
| 1. Purchase Order<br>January 14, 2014  | Received no later than  |
| 2. Schedule  |   |
| First phase: Shop Drawing Submittals   |   |
| <ul style="list-style-type: none"> <li>• P&amp;IDs 1<sup>st</sup> issue</li> <li>• Shop Drawings</li> <li>• Ozonia/Engineer Review of Submittals drawings/submittal package</li> </ul>                               | <ul style="list-style-type: none"> <li>3 – 4 weeks ARO</li> <li>6 – 8 weeks ARO</li> <li>2 weeks after receipt of</li> </ul>                  |
| Second phase: Fabrication and Shipment   |   |
| <ul style="list-style-type: none"> <li>• Early Release of Long-lead items</li> <li>• Complete release of Materials</li> <li>• Shipment of Destruct, MCP, N2 System</li> <li>• Shipment of Ozone Generator</li> </ul> | <ul style="list-style-type: none"> <li>By January 18, 2014</li> <li>8 – 10 weeks ARO</li> <li>April 18, 2014</li> <li>July 1, 2014</li> </ul> |
| 3. Liquidated damages are only applied if building is ready to accept equipment delivery.  |   |
| 4. Liquidated Damages for late delivery are capped at 10% of the contract value.   |   |

OZONIA



In a separate subject, since Ozonia is not involved in the construction of the building Ozonia shall not be delayed in shipment of equipment when ready. If the building is not ready to accept equipment once ready for shipment Ozonia will be able to ship to a storage facility on site (to be maintained by City/Contractor) or will hold equipment at Ozonia factory (provided we can invoice once FAT has been completed).

Please let me know if you have any questions.

Thank you.

Very truly yours,  
OZONIA NORTH AMERICA

A handwritten signature in cursive script, appearing to read 'William Nezgod'.

William Nezgod  
Sales Director – Engineered Systems



# CITY COUNCIL AGENDA FACT SHEET

## RELATING TO: OZONE SYSTEM MODIFICATIONS – REPORT ON BIDS RECEIVED

**DISCUSSION:** As a part of the 2013-14 Capital Improvements Program, the Water Department has planned to complete significant improvements to the Filtration Plant at 915 East Front Street. The primary goals of this project are to remedy some existing hydraulic issues and to perform upgrades to the existing ozone building and equipment contained therein. The process of adding ozone to the City's raw drinking water has significant positive impacts on taste and odor, which is particularly important due to the characteristics of our source water in Lake Erie. The existing ozone building has become very maintenance intensive, particularly due to the fact that numerous cracks develop in the floor and must be repaired, since the building is under regular hydraulic pressure. In addition, corresponding equipment within the building must be replaced, partially due to damage caused by the ozone leaking through the cracking of building floor, but also due to its general age as well. Since this proposed project will have such a significant impact on the system, the Michigan Department of Environmental Quality (MDEQ) has required that this work be undertaken during the period of lowest source water taste & odor constituents, typically the winter and spring months, with the system largely functional no later than June 1, 2014. Funding in an amount sufficient to complete all of the above work items was approved at the November 18, 2013 City Council meeting as a part of a bond authorizing resolution, with the closing on December 16.

At the July 15, 2013 City Council meeting, a design contract for \$170,000 was awarded to URS Corporation of Southfield, following a formal selection process. Their work was completed in a very short time frame, and the project was let for construction bids on November 15. Bids were opened on Tuesday, December 17, 2013. There were five (5) bidders, and a bid tabulation is attached, as prepared by URS Corporation. The low bidder is SG Construction Services dba Sorensen Gross Construction Services, LLC from Flint. Their low bid of \$1,538,600 for the base bid (\$1,543,207 with the solicited alternates) is 21.6% below the Engineer's Estimate of \$1,962,325. We have not worked with them in the past, and our URS representatives performed a thorough check of their references, including other projects that URS is aware of that may not have been listed. After careful consideration, given the critical nature of the scheduling for our project and the fact that most negative comments received were related to timely completion and similar issues on past projects, we recommend skipping the low bidder and instead awarding to the second low bidder, Colasanti Construction Services, Inc. of Detroit.

Colasanti's bid of \$1,541,030 (\$1,566,842 with alternates included) is still well below the Engineer's Estimate and when the desired alternates are included, is \$23,635 (1.5%) higher than the low bidder. We have worked with them recently on a very large-scale and multi-faceted facility project at the Wastewater Treatment Plant that was bid through the Monroe County Drain Commissioner's Office, and feel that they are very capable of completing the project successfully and within the needed time frame. Especially given the potential for large fines and other punitive actions against the City by the MDEQ should the project not proceed reasonably on schedule, the difference in costs between bidders is negligible on such a large-scale project. As such, a recommendation from URS to award is attached with this Fact Sheet. It should be noted that the construction bids include the installation, but not the supply, of certain equipment, and a recommendation authorizing the City to directly purchase equipment is being presented at this meeting under a separate fact sheet.

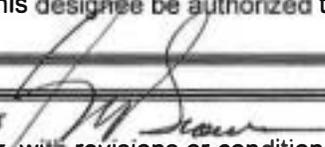
Since URS Corporation has been assisting us with the design and bidding of this project, and we have been very satisfied with their performance, we have requested that they provide us with a proposal for comprehensive construction engineering services, and this is attached for your review. All work will be billed on an hourly basis, with a "Not to Exceed" total cost of \$230,650. While the construction services budget equals 15% of the awarded contract, it should be noted that construction bids were significantly below the estimated cost, which we believe to be at least partially due to the complete and thorough job performed by URS on the design, and the fact that it will consist of a significant amount of off-season work. When the value of the equipment to be installed (\$818,390), which they will also be overseeing, is included, their proposed fee schedule (9.8% of the total cost) is well within industry standards even at the low bid amount. As such, given their performance to date and their familiarity with the project, we are very comfortable recommending an award to them for the construction engineering as well.

(DISCUSSION CONTINUED NEXT PAGE)

**(DISCUSSION CONTINUED)**

**IT IS RECOMMENDED** that the City Council award a contract to Colasanti Construction Services, Inc. in an amount of \$1,566,842 (including bid alternates), that up to \$1,800,000 be encumbered to include a 15% contingency, and that the Mayor and Clerk-Treasurer be authorized to execute the contracts on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that a professional services contract be awarded to URS Corporation in an amount not to exceed \$230,650, and that the Director of Engineering and Public Services or his *designee* be authorized to execute the agreement or any other necessary documents on behalf of the City.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** December 23, 2013

**REASON FOR DEADLINE:** The next regular meeting with agenda item consideration is planned for January 21, 2014, and work needs to commence before that time to meet regulatory deadlines

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:** N/A

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering and Public Services Department, Water and Wastewater Utilities Department, all water customers

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$4,730,690*
Cost of This Project Approval	\$2,030,650**
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

\*Includes construction contract award plus contingencies, professional services award, previous design contract, and equipment purchase (on separate Fact Sheet)

\*\*Includes construction contract award plus contingencies, and professional services award.

**SOURCE OF FUNDS:**

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Ozone System Improvements	591-40.537-972.000 14W07	\$1,800,000.00
General Contract Services	591-40.537-818.020 14W07	\$230,650.00
<u>Other Funds</u>		

Budget Approval: 

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

**DATE:** 12/18/13

**REVIEWED BY:** 

**DATE:**

**COUNCIL MEETING DATE:** December 23, 2013

**BID TABULATION**

**Monroe Water Treatment Plant  
Ozone System Modifications**

**Bid Opening: Tuesday, December 17, 2013, 10:00 A.M.  
Location: Monroe City Hall**

	Soenøen Gross 3407 Torrey Rd. Flint, MI 48507  810-235-3200  1	Colasanti 672 Woodbridge, Suite 100 Detroit, MI 48226  313-567-0060 313-567-0060 2	A.Z. Shmina 11711 Grand River Road, Brighton, MI 48116  810-227-5100 3	Walbridge 777 Woodward Avenue, Suite 300 Detroit, MI 48226  313-963-8000 4	L. D'Agostini & Sons, Inc. 15801 23 Mile Road Macomb, MI 48042  586-781-5800 5			
Attended Pre-Bid Meeting	Yes	Yes		Yes	Yes			
Acknowledgement of Addenda (3)	Yes	Yes	Yes	Yes	Yes			
Bid Bond (5%)	Yes	Yes	Yes	Yes	Yes			
Affidavit of Non-Collusion (00440)	Yes	Yes	Yes	Yes	Yes			
List of Unit Prices (00471) Signed?	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes			
<b>Part A - Base Bid</b>	<b>\$ 1,526,000</b>	<b>\$ 1,525,000</b>	<b>\$ 1,786,000</b>	<b>\$ 1,810,000</b>	<b>\$ 2,511,986</b>			
<b>A1 - Unit Price Work</b>								
	Quantity	Unit	Unit Price	Total Price	Unit Price	Unit Price	Unit Price	Unit Price
Type A	100	lft	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 49.00	\$ 50.00	\$ 50.00
Type B	30	sf	\$ 130.00	\$ 3,900.00	\$ 138.00	\$ 143.00	\$ 160.00	\$ 145.00
Type C	10	sf	\$ 170.00	\$ 1,700.00	\$ 370.00	\$ 176.00	\$ 210.00	\$ 200.00
Type D	50	sf	\$ 40.00	\$ 2,000.00	\$ 35.00	\$ 39.00	\$ 44.00	\$ 55.00
		Subtotal	\$ 12,800.00					
<b>Total Contract Price</b>	<b>\$ 1,538,600</b>	<b>\$ 1,538,600</b>	<b>\$ 1,541,030</b>	<b>\$ 1,798,900</b>	<b>\$ 1,824,100</b>	<b>\$ 2,526,086</b>		
<b>Alternate</b>		Unit Price	Total Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
3852 SFT		\$ 3.30	\$ 12,711.60	\$ 4.50	\$ 5.00	\$ 6.25	\$ 6.00	
3391 CFT		\$ 12.39	\$ 8,104.49	\$ 2.50	\$ 2.00	\$ 3.00	\$ 2.36	
<b>Total Contract Price with Alternates</b>	<b>\$ 1,551,300</b>	<b>\$ 1,543,207</b>	<b>\$ 1,566,842</b>	<b>\$ 1,824,942</b>	<b>\$ 1,858,348</b>	<b>\$ 2,557,201</b>		
Difference		\$ (8,093)						

**Engineer's Cost Estimate \$1.96 Million**



December 18, 2013

Mr. Patrick Lewis, P.E.  
Director of Engineering & Public Services  
City of Monroe  
120 E. First Street  
Monroe, MI 48161

**RE: Letter of Recommendation of Award  
Monroe Water Treatment Plant Ozone System Modifications Project**

Dear Mr. Lewis:

On December 17, 2013, five (5) proposals were received in response to Request for Proposals regarding the construction of the Monroe Water Treatment Plant Ozone System Modifications Project. The Bid Tabulation is attached.

The only non-conformity was found in the bid from Sorensen Gross Construction Services, LLC (SGCS). Specifically, Addendum #1 required the bidders to provide unit prices for two kinds of crystalline waterproofing and SGCS provided a single lump sum value of \$12,700. URS contacted SGCS to discuss the non-conformity and SGCS provided unit prices as requested.

SGCS's bid of \$1,538,600 was the low bid (\$1,543,207 with the alternates included). Neither URS Southfield, nor the City of Monroe has worked with SGCS in the past. URS performed a thorough check of their references that included the contacts provided in the proposal as well as those contacts known to URS staff. The reference checks resulted in a mixed review of SGCS, i.e. there were some positive and some negative comments. After careful consideration of all the comments received, and considering the critical nature of the schedule for the Monroe Ozone System Modification Project, URS recommends the City of Monroe award the project to the second lowest bidder, Colasanti Construction Services, Inc. (Colasanti).

URS and the City of Monroe recently had a positive experience working with Colasanti on the Monroe Wastewater Treatment Plant Modification Phase 2 Project. URS contacted Colasanti to verify that they are comfortable with their understanding of the scope of the project, the project schedule, the liquidated damages, and their bid price of \$1,541,030 (\$1,566,842 with the alternates included). Including the alternates, Colasanti's bid of \$1,566,842 is below our Engineer's Estimate and 1.5% higher than the low bidder.

URS Corporation  
27777 Franklin Road, Suite 2000  
Southfield, Michigan 48034  
Tel: 248.204.5900  
Fax: 248.204.5901  
www.urscorp.com



Therefore, we recommend that the City consider awarding the Water Treatment Plant Ozone System Modifications Project to Colasanti.

Sincerely,

**URS CORPORATION**

A handwritten signature in blue ink that reads "David J. Delia".

David J. Delia, P.E.  
Project Engineer  
248.204-4179

Enclosures



December 16, 2013

Mr. Patrick M. Lewis, P.E.  
Director of Engineering and Public Services  
120 East First Street  
Monroe, MI 48161

**Re: Proposal for Construction Engineering Services – Ozone System Improvements**

Dear Mr. Lewis:

Please find attached our proposal to provide engineering services for the construction phase of the Water Treatment Plant Ozone System Improvement project.

**BACKGROUND**

The City of Monroe is undertaking improvements to their water treatment facilities. The overall objectives of the project are to remedy hydraulic issues and upgrade the existing Ozone Building. The design, recently completed by URS, includes reconstruction of the upper portion of the building, raising the floor approximately 8.5 feet, removal and reinstallation of building systems and equipment, removal and replacement of Motor Control Center "C", installation of a new second ozone generator and ancillary equipment, piping modifications, ventilation upgrades and electrical, instrumentation and control improvements.

**PROJECT DESCRIPTION**

URS has recently completed design of the Ozone System Modifications. Advertisement for bidding of the construction work occurred on November 15, 2013, with bids due on December 17, 2013. Construction of the work is scheduled to last approximately 9 months. Presented below is a proposed Scope of Services for Construction Engineering and Construction Observation services to be provided during the construction phase of the project:



## **SCOPE OF SERVICES**

URS Corporation (“URS”) shall provide the following professional services associated with the construction of the Ozone System Modifications Project (the “Project”) for the City of Monroe (“Client”).

### ***1. Construction Services***

- A. The Construction Phase will commence with the execution of the Construction Contract for the Project or any part thereof and will terminate upon written recommendation by URS for final payment to the Contractor(s). If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. The number of prime contracts for Work designed or specified by URS upon which the URS’ compensation has been established under this Agreement is one.
- B. General Administration of Construction Contract – Consult with Client and act as Client’s representative as provided in the Contract Documents. The extent and limitations of the duties, responsibilities and authority of URS as assigned in the Contract Documents shall not be modified, except as URS may otherwise agree in writing. All of Client’s instructions to Contractor will be issued through URS, who shall have authority to act on behalf of Client in dealings with the Contractor to the extent provided in this Agreement and the Contract Documents.

### ***2. Construction Administration***

- A. Project Manager – URS shall furnish a Project Manager to act as Client’s representative and direct URS personnel, provide Project quality control/quality assurance, manage Project budgets and scheduling of personnel, coordinate and review client invoicing, maintain Project files, and make periodic site visits as necessary to help resolve specific issues as they may arise.
- B. Construction Administrator (CA) – URS shall furnish a Construction Administrator for the duration of the Project, estimated to be no longer than nine (9) months in total consecutive duration. The responsibilities of the Construction Administrator shall include the following:
  1. Based on information obtained during site visits and observations, the CA, for the benefit of Client, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The CA will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. CA’s efforts will be directed toward providing the Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, URS will keep Client informed of the progress of the Work and will endeavor to guard Client against defective Work.
  2. Payroll reports will be forwarded from the Contractor to the Client’s Wage Rate Coordinator for wage rate verifications. The Client will be responsible for monitoring contractor payroll reports or wage rate reports, as well as ensuring compliance with stated goals for minorities and women.



3. The CA shall also have the following responsibilities:
  - a. Coordinate and direct the initial pre-construction meeting and nine (9) monthly progress meetings, including distributing agenda prior to meetings and minutes subsequent to meetings.
  - b. Coordinate the services of an independent testing laboratory to perform material testing. The testing agency will be subcontracted by URS.
  - c. URS will, subject to Section 2.6 D. below, review and make recommendations to the Client on monthly progress payments for the Contractor as noted in Paragraph 2.1 A.5.
  - d. Verify that all material certifications, tests, certifications of inspection, and approvals required by the Contract Documents are obtained,
  - e. Monitor and advise Client whether all reporting requirements stipulated by any funding sources for both grant and loan monies are met. Client will be responsible for preparing and submitting the necessary information, including funding distribution or reimbursement requests, to the appropriate agencies.
  - f. Work closely with utility companies, Client Representatives and Contractors to resolve problems and facilitate efforts to satisfactorily complete the Project on time and on budget.
  - g. Respond to written Requests for Information (RFIs), and issue Field Orders and Requests for Proposals (RFP's) as necessary. URS will recommend, prepare and distribute Change Orders for appropriate approvals, as directed by the Client.
  - h. Render formal written decisions on all claims of Client and Contractor relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's Work.
4. Upon written notice from the Contractor that the Contractor considers the Work ready for its intended purpose, URS shall conduct a substantial completion inspection and issue a punch list of items remaining to be completed and monitor completion of the punch list items. URS will issue a certificate of substantial completion as appropriate. URS will conduct pre-final completion inspections and review punch list items with the Contractor and issue certificate of final completion and acceptance when all Work is completed and the Contractor's obligations under the Contract Documents have been fulfilled, including the receipt of all maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance, certificates of inspection, tests and approvals, Shop Drawings, Samples, and the annotated Record Documents.
5. CA's visits and observations are subject to all the limitations on URS' authority and responsibility set forth in Paragraph 2.6 below. Particularly, but without limitation, during or as a result of URS' visits or observations of Contractor's Work, URS will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety



precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Accordingly, URS neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its Work in accordance with the Contract Documents.

### ***2.1 Construction Observation/On-Site Project Representative***

- A. URS shall provide full-time, On-Site Project Representation for a maximum of 1,008 hours with responsibilities as follows:
1. The on-site representative will take direction from and report directly to the Construction Administrator, as well as advise the Client's representative.
  2. Secure and maintain copies of permit previously obtained by the Client and prior to construction, and verify that these documents are adequate to construct the Project.
  3. Work directly with the Contractor and Client to assist in laying out the location of all improvements.
  4. Coordinate URS' Work with the Client's representatives, and other Contractors, Subcontractors and field representatives as part of this Project.
  5. Make measurements with the Contractor to determine the amount of Work completed and, pursuant to Section 2.6 D., audit all monthly claims for payment.
  6. Report to Construction Administrator, to the extent observed, any unsatisfactory, faulty or defective Work.
  7. Make "as-built" measurements with the Contractor's construction superintendent. Mark all changed construction details on plans to be later incorporated into record drawings. Provided, however, that Contractor shall be responsible for the completeness and accuracy of the final Record Drawings.
  8. Prepare and maintain daily construction observation reports in a binder with all pages numbered and all entries in ink. The reports shall include the following information on a daily basis:
    - a. Date and weather conditions
    - b. Workers and equipment on the job site
    - c. Description of Work and location of Work performed (i.e. line and stationing, etc.)
    - d. Data and details on as-built changes
    - e. Unusual conditions encountered (rock, high water table, accidents, etc.)
    - f. Information received and discussions with the Contractor, Client, property owners, public officials, or others involved in the Project.



The daily construction observation reports will be made available to the Client as construction progresses, in electronic format, paper copy, or both.

9. Maintain a log of all testing performed, showing locations, types of tests, results of corrective Work and retesting required. Tests may include the following:
  - a. Compaction
  - b. Concrete strength
  - c. Equipment Start-up
  - d. Sterilization
  - e. Paint thickness
  - f. Welding
  - g. Other testing as necessary

All costs for testing shall be the responsibility of the Client or Contractor, in accordance with the Contract Documents.

10. Maintain a 3-ring binder and/or an electronic file of construction photographs taken throughout the construction process.
11. Prepare draft punch list of items to be completed before pre-final inspections.
12. Any other items generally required to facilitate the proper construction and timely completion of the improvements.
13. The On-Site Project Representative shall not:
  - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) without authorization of the Client or URS' Project Manager.
  - b. Exceed limitations of URS' authority as set forth in this Agreement or the Contract Documents.
  - c. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
  - d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's Work unless such advice or directions are specifically required by the Contract Documents.
  - e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Client or Contractor.



- f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the URS Project Manager.
- g. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- h. Authorize the Client to occupy the Project in whole or in part.

## ***2.2 Shop Drawings and Samples***

- A. URS will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as depicted in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- B. URS will coordinate reviews and approvals with the Design Professional or appropriate URS disciplines as deemed necessary.
- C. URS will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, as submitted in accordance with the Contract Documents.
- D. In completion of Tasks A, B and C above, URS will act in accordance with the Contract Documents and will not inherit any design responsibility for the Project, other than those facilities, components, and systems specifically designed by URS. The responsibility for design of the improvements remains with the design professional of record.

## ***2.3 Authorized Variations in Work***

- A. URS representatives may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Client and also on Contractor, who shall perform the Work involved promptly. If Client or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made as provided for in the construction Contract Documents. All variations in Work shall meet the requirements of the funding providers.

## ***2.4 Rejecting Defective Work***

- A. URS will have authority to reject Work which they believe to be defective, or that URS believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. URS will also have authority to require special inspection or testing of the Work as provided for in the Contract Documents, whether or not the Work is fabricated, installed, or completed.



## ***2.5 Decisions on Requirements of Contract Documents and Acceptability of Work***

- A. URS will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Client and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to URS in writing within 30 days of the event giving rise to the question.
- B. URS will, with reasonable promptness, render a written decision on the issue referred. If Client or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made pursuant to the Contract Documents.
- C. URS' written decision on the issue referred will be final and binding on Client and Contractor, subject to the claim provisions of the Contract Documents.
- D. When functioning as interpreter and judge under this contract, URS will not show partiality to Client or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

## ***2.6 Limitations on URS' Authority and Responsibilities***

- A. Neither URS' authority or responsibility under this Project or under any other provision of the Contract Documents nor any decision made by URS in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by URS shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by URS to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. URS will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident to the Contractor's Work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. URS will not be responsible for Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
- C. URS will not be responsible for the acts, errors or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Notwithstanding any other provision set forth herein, URS' review of intermediate and final Applications for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered pursuant to the Contract Documents will only be to determine generally that their content complies with the administrative requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth above shall also apply to the On-



Site Project Representative.

- F. Services specifically excluded from these construction services, which will not be performed by URS, include construction staking and layout, surveying, and any other service or Work product not specifically noted in this scope of services. Periodic verification of contractor staking and leveling will be provided to monitor compliance with the Contract Documents.

### **3. Post Construction**

- A. Prepare Record Drawings of the finished Project based on "as-built" measurements, changed construction details, and additions to plans furnished by the Contractor and On-Site Project Representative. One set of reproducible mylar drawings will be provided, along with electronic files (.pdf format) of both the plans and specifications.
- B. Provide assistance in connection with the start-up, testing and adjusting of Project equipment and systems, in association with the efforts from the manufacturers, suppliers and vendors of the particular equipment.
- C. Assist the Client in training Client's staff to operate and maintain the Project equipment and systems, but will not provide supervision of the normal operation of the Project equipment or systems.
- D. Prepare an operation and maintenance manual for the water treatment facility and assist the Client in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
  - 1. Update sections of the existing O&M Manual related to ozone treatment processes, including process, mechanical, instrumentation, and electrical systems.
  - 2. The plan will be supplemented with existing drawings (no new drawings will be created).
  - 3. The O & M Manual will be developed in MS Word format, with links to equipment documentation in Adobe Acrobat PDF format.
  - 4. Deliver two electronic copies and two hard copies in three-ring binders for review and approval
- E. Together with the Client, visit the Project to observe any apparent defects in the Work, assist the Client in consultations and discussions with the Contractor concerning the warranty correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- F. In company with the Client or Client's representative, provide an inspection of the Project within one month before the end of the one-year Warranty Period to ascertain whether any portion of the Work is subject to warranty correction.



## **SCHEDULE**

URS will perform the Scope of Services above in a timely manner, subject to input and direction from the Client and any applicable funding agencies.

URS' services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If such periods of time or dates are changed through no fault of URS, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If Client has requested changes in scope, extent, or character of the Project, the time of performance of URS' services shall be adjusted equitably. The following schedule is anticipated for the Project.

Advertise Project for Bid	November 15, 2013
Bid Opening	December 17, 2013
Tentative Award of Construction Contract	December 23, 2013
Begin Construction	Mid-Jan, 2014
Substantial Completion	August 15, 2014
Final Completion of Project	October 17, 2014

## **CLIENT RESPONSIBILITIES**

- The Client shall designate a representative authorized to act in its behalf with respect to general engineering services requested of URS. All direction and authorization shall be by or through such representative.
- If the Client deems that auditing, legal, accounting, and insurance counseling services may be necessary for the Project, such services shall be furnished by the Client.
- The Client shall furnish any required information and services, review all submitted documents, and render decisions pertaining thereto as expeditiously as necessary for the orderly progress of the Work.
- The Client will require that any Contractor or Subcontractors performing work in connection with the Drawings and Specifications to hold harmless, indemnify and defend, the Client and URS, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's ) negligence in the performance of the Work described in the Contract Documents, but not including liability that may be due to the negligence of the Client, URS, their consultants or their officers, agents and employees.
- In the event that URS is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and URS is not a party, Client shall pay URS for any time and expenses required in connection therewith, including reasonable attorney's fees.
- The Client shall notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site.
- The Client shall pay for the fees for all required permits and approvals to construct the



Project, other than those required to be paid for by the Contractor.

### **PAYMENT AND ADDITIONAL SERVICES**

For services provided under this Agreement, URS shall be paid as follows:

Compensation for the stated Scope of Services shall be the hourly Direct Salary Expense (DSE) times a multiplier plus reimbursable expenses at cost with the total estimated not-to-exceed fee based on the assumptions listed of **Two Hundred Thirty Thousand, Six Hundred Fifty Dollars (230,650.00)**. Direct Salary Expense is defined as direct labor rates of all the personnel engaged on the Project.

Reimbursable expenses shall include the expense of transportation when traveling in connection with the Project, reproductions, all color plots and final plotting or plots for Client review, postage and handling of drawings and reports, and special equipment, materials, supplies or services required in connection with the Project. Lodging will be a reimbursable expense.

The above fees are based on services being provided during the various phases with the schedule outlined in the Agreement. Should the services for any phase be provided beyond the anticipated scheduled timeframes, then equitable adjustments to the personnel rates and engineering fees may be required.

A monthly invoice for services rendered shall be made as the Work progresses. Payment for services shall be made within thirty (30) days of the date of the invoice. Interest shall be paid at the State-permitted rate for all payments made 45 days after date of the invoice.

For additional services not included in the above Scope of Services, the Client and URS shall negotiate a scope and fee prior to commencement of Work. Such services shall consist of providing any other services not included in this Agreement or not customarily furnished in accordance with generally accepted engineering practices. Scope items that are considered additional services include, but are not limited to:

- Archaeological Services
- Preparation of applications and supporting documents for grants and loans in addition to those specified in the Scope of Services.
- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- Services required as a result of Client's providing incomplete or incorrect Project information with respect to this Agreement.
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by URS or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any



other causes beyond URS's control.

- Providing specialized design and engineering services, including but not limited to such services for acoustics, computers, communications, fixtures, furnishings and equipment beyond that specified in the Scope of Services.
- Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, Project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- Preparing Constructability and Cost Analyses of the construction feasibility of the Project or of owning and operating costs, or preparing detailed quantity surveys or inventories of material, equipment and labor beyond those services to be provided in the Scope of Services.
- Making revisions in Drawings, Specifications or other Contract Documents when such revisions are inconsistent with the written Scope of Services or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- Redesigns ordered by the Client and/or funding agencies after final plans have been accepted by the Client and appropriate funding agencies.
- Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by URS' Opinion of Probable Construction Cost.
- Services attributable to more prime construction contracts than specified in the Scope of Services.
- Providing construction surveys and staking to enable Contractor to perform its Work other than as required in the Scope of Services.
- Services in connection with Change Orders to reflect changes requested by Client to reduce costs or change design parameters, equipment or materials.
- Services in connection with preparing drawings, specifications and other documents and supporting data for Change Orders beyond those services to be provided in the Scope of Services.
- Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- Services resulting from significant delays, changes, or price increases occurring as a direct or



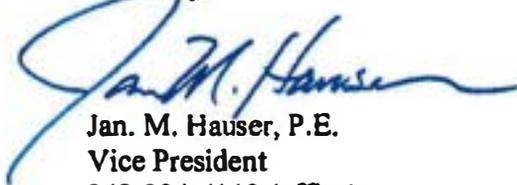
indirect result of materials, equipment, or energy shortages.

- Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
- Services associated with Construction Administration beyond nine (9) months, Construction Observation beyond one thousand and eight (1,008) hours and additional time necessitated by Contractor delays.
- Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed Work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other dispute resolution process related to the Project.
- Appearances before courts or boards on matters of litigation or hearings related to the Project.
- Other services performed or furnished by URS not otherwise provided for in this Agreement.

URS appreciates the opportunity to continue to work with the City on this important project. The attached Work Order, when signed, will provide authorization for URS to begin work. If you should have any questions or desire additional information, please contact me at your convenience.

## URS CORPORATION GREAT LAKES

Sincerely,



Jan. M. Hauser, P.E.  
Vice President  
248-204-4140 (office)  
248-705-5797 (cell)  
[Jan.hauser@urs.com](mailto:Jan.hauser@urs.com)

cc: Terry Woodward, P.E., URS  
David Delia, P.E. URS

TIME AND MATERIALS WORK ORDER NO. \_\_\_\_\_

In accordance with the Agreement for Professional Services between City of Monroe ("Client"), and URS Corporation Great Lakes ("URS"), a Michigan corporation, dated September 18, 2008, this Work Order describes the Services, Schedule, and Payment Conditions for URS Services on the Project known as:

Water Treatment Plant Ozone System Improvements – Construction Engineering

**Client Authorized**

Representative: Mr. Patrick M. Lewis, P.E.  
Address: 120 East First Street  
Monroe, MI 48161  
Telephone No.: 734-384-9124

**URS Authorized**

Representative: Mr. Jan M. Hauser, P.E.  
Address: 27777 Franklin Road  
Southfield, MI 48034  
Telephone No.: 248-204-4140

**SERVICES.** The Services shall be described in the URS Proposal dated December 13, 2013.

**SCHEDULE.** The Estimated Schedule shall be set forth in the URS Proposal dated December 13, 2013. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

**PAYMENT.** The total estimated amount to complete the services described in the URS Proposal dated December 13, 2013 shall be \$230,650. URS charges shall be on a "time and materials" basis and shall be invoiced monthly for actual time and materials used during the immediately preceding month.

**TERMS AND CONDITIONS.** The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

**CLIENT**

**URS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Patrick M. Lewis/ Director of Engineering and Public Services

\_\_\_\_\_  
Jan M. Hauser/ Vice President

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: SANITARY SEWER ACCESS PIT ON SOUTH MONROE STREET – CHANGE ORDER AWARD**

**DISCUSSION:** On June 6, 2013, the City Council awarded sanitary sewer rehabilitation work in five (5) locations to Lanzo Lining Services, Inc. of Deerfield Beach, Florida in the amount of \$308,816. One of these projects is the lining of the existing 18" diameter sewer on South Monroe Street between Second Street and the 42" interceptor sewer on the south bank of the river, which is the only outlet for downtown businesses along this route. While work on most of this section has already been completed, we became aware of some major deficiencies in portions of the line between Front Street and the river that affect the ability of the contractor to complete lining work back in September. These were not apparent prior to construction as staff was unable to videotape the line due to the presence of some crushed sections and two 45-degree bends in the line, which are atypical for sanitary sewers. After consultation with the contractor, it was determined that at least some portions of this heavily deteriorated and crushed sanitary sewer could still be lined, but in order to do so, an additional manhole would need to be installed or a few sections of this line had to be replaced first. Unfortunately, as a lining contractor, they are not equipped to perform this work, particularly at the expected depth (12 to 13 feet) so the City had to arrange for this work to be performed by another contractor. Due to the required short turnaround time to complete this installation, we had solicited pricing from the underground contractor that was working on the Telegraph Road Water Main Replacement project, Salenbien Trucking and Excavating of Dundee. This contract was awarded by the City Council in the amount of \$667,777 on June 20, and was also the result of public bidding. Since Salenbien was the only contractor mobilized at the time, is local, and was believed to offer the best pricing, up to \$20,000 in repair costs were appropriated to them on more or less a time and material basis at the September 16 City Council meeting, which was subsequently extended to a total of \$42,818.46 at the November 18, 2013 City Council meeting due to significantly worse than expected conditions.

Unfortunately, Lanzo still has determined that they cannot complete the lining on the last section without some type of access hole at the end of their proposed run, since there was not sufficient room for the installation of a manhole as originally contemplated. As such, we solicited pricing for excavation and coordination from underground contractors to perform this work over a period of approximately two (2) days in coordination with the lining contractor. Pricing was solicited from Salenbien Trucking and Excavating again, and Gleason Construction Company, Inc. of Holland, Ohio, who is presently working on the replacement of water main on Monroe Street in the exact same area. Not surprisingly, since Gleason is already mobilized, their pricing appears to be more favorable, though it is broken down by hour as opposed to the \$21,200 lump sum quoted by Salenbien. Assuming two (2) 12-hour days at \$540 per hour straight time and \$600 per hour overtime, the total costs for Gleason to perform the work would be \$13,440 over the 2-day period. This would be added to their current contract as a change order, and given the uniqueness of this situation, we are recommending that the competitive bidding process be waived for this work. Both quotations are attached for your review. Work must be completed before the Michigan Department of Transportation (MDOT) begins their resurfacing project in the spring.

**IT IS RECOMMENDED** that the City Council award a change order to the Monroe Street Main Replacement Program contract to Gleason Construction Company, Inc. for installation of a temporary access pit for sewer lining purposes in the amount of up to \$13,440. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the change order on behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** The lining contractor has completed all other work and we would like to close out the contracts shortly, and the underground contractor is available now. MDOT also plans to begin roadway surfacing work in the early spring, which will require all other work to be completed prior to this time.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering Department, Wastewater Department, adjacent businesses and residents

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$13,440*
	Cost of This Project Approval	\$13,440
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

\*This portion of the overall project only.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Sanitary Sewer Rehab	590-75.529-973.000 014Z05	\$13,440

Other Funds

Budget Approval: 

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 12/18/13

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** December 23, 2013



## Lewis, Patrick

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**From:** Smith, Bradley  
**Sent:** Tuesday, December 17, 2013 3:22 PM  
**To:** Lewis, Patrick  
**Subject:** FW: Monroe Street Watermain Replacement

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**From:** [gleason@toast.net](mailto:gleason@toast.net) [<mailto:gleason@toast.net>]  
**Sent:** Friday, December 13, 2013 12:53 PM  
**To:** Smith, Bradley  
**Subject:** Monroe Street Watermain Replacement

Brad, Per your request, Excavate approximately 14' Deep to allow others to line existing pipe, backfill when finished with existing material.

Crew and Equipment Rate        \$540.00 Per Hour; Over 8 Hours Per Day O.T. Rate \$600.00 Per Hour

Brad we estimate approximately, Two Days to perform this work.

Thank You

Dave Speegle  
Gleason Construction Co., Inc.  
1405 Kieswetter Rd  
Holland, OH 43528

(419) 865-7480, ext 105  
(419) 865-5526

**Salenbien Trucking and Excavating, Inc.**  
18419 Milwaukee Road  
Dundee, MI 48131

# Proposal

**Proposal Date:** 12/12/2013

**Proposal #:** 402

**Project:**

**Bill To:**

City of Monroe Engineering  
120 E. First Street  
Monroe, MI 48161

Description	Est. Hours/Qty.	Rate	Total
Monroe Steet: Dig down to existing sanitary sewer bend. Expose and shore for lining company. Backfill with existing spoils.		21,200.00	21,200.00
<b>Total</b>			<b>\$21,200.00</b>