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**RULE OF THE CHAMBER**

Any person wishing to address City Council shall step up to the lectern, state their name and address in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit their address to three (3) minutes.

A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Council.

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

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

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

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

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

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**AGENDA - CITY COUNCIL REGULAR MEETING  
MONDAY, JANUARY 5, 2015  
AMENDED**

**I. CALL TO ORDER.**

**II. ROLL CALL.**

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

**IV. PROCLAMATION.**

1. SMCC Football Day – January 5, 2015.

**V. COMMUNICATION.**

2. Communication from the Director of Economic & Community Development in reply to the communication received from Garry Knapp, Chairman, Recreation Advisory Commission, dated October 23, 2014, agenda item #214.
3. Communication from the River Raisin National Battlefield Park Foundation, regarding a Statement of Interest in the Sawyer Homestead.
9. Communication from the Sawyer Homestead Organization regarding their interest in the Sawyer House.

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

- A. Approval of the Minutes of the Regular Meeting held on Monday, December 15, 2014 and the Minutes of the Special Meeting held on Monday, December 15, 2014.
- B. Approval of payments to vendors in the amount of \$\_\_\_\_\_.  
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

4. Saint Mary's Gardens Subdivision Area Storm Water Study – Professional Services.
  1. Communication from the Director of Engineering & Public Services, reporting back on RFP's for the Saint Mary's Gardens Subdivision Area Storm Water Study, and recommending that a professional services award be made to the Spicer Group, Inc. for the above work for the base amount of \$15,296, and that the Director of Engineering & Public Services be authorized to execute any necessary agreement documents on behalf of the City and expend up to \$20,000 for work activities under this contract.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
  
5. North Monroe Street Streetscape – Elm to Willow – Professional Services.
  1. Communication from the Director of Engineering & Public Services, submitting a professional services contract for the North Monroe Street Streetscape from Elm to Willow, and recommending that a professional services award be made to the Mannik & Smith Group, Inc., for the above work for the base amount of \$23,900, and that the Director of Engineering & Public Services be authorized to execute any necessary agreement documents on behalf of the City and expend up to \$33,000 for work activities under this contract in total.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
  
6. Public Services Department Pressure Washer Replacement.
  1. Communication from the Director of Engineering & Public Services, reporting back on quotes for the replacement of the fixed pressure washing unit at the Public Services Department Jones Avenue Facility, and recommending that a purchase order be awarded to Baker's Ace Hardware for the purchase of a new Hotsy 900/1400 Series hot water pressure washer in the amount of \$5,855.55, and that the competitive bidding process be waived for this purchase.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
  
7. Teamsters Local 214 Collective Bargaining Agreement.
  1. Communication from the Human Resources Director, submitting an agreement with Teamsters Local 214 to extend the current collective bargaining agreement dated January 1, 2012 through December 31, 2014 for an additional year, and recommending that Mayor and Council approve the attached extension of the Teamsters Local 214 Collective Bargaining Agreement.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.

8. Recreation Mobile Device Application.

1. Communication from the Director of Economic and Community Development submitting an Agreement for the "Mousetrap Mobile" Recreation Mobile Device Application with the Michigan Recreation and Parks Association (MRPA) and Mousetrap Group, LLC and recommending that Council approve entering into the Statement of Work with the Michigan Recreation and Parks Association and the Mousetrap Group, LLC; and authorize the City Manager to execute tie Agreement.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS.

XI. ADJOURNMENT.

**CITY OF MONROE  
REGULAR COUNCIL MEETING  
MONDAY, DECEMBER 15, 2014**

Regular meeting of the City Council of the City of Monroe, Michigan held on Monday, December 15, 2014 at 7:30 p.m. in the City Hall Council Chambers.

Present: Council Member Sisk, Hensley, Iacoangeli, Vining, Molenda, Rafko and Mayor Clark.

Michelle J. LaVoy, Clerk-Treasurer gave the invocation.

Mayor Clark led the pledge of allegiance to the flag.

**Public Hearing.**

232 This being the date set to hear public comments on proposed Ordinance No. 14-007, an Ordinance to amend §127-6 of Chapter 127, Retirement, Article I, Municipal Employees' Retirement System, of the Code of the City of Monroe, and there being no persons present commenting and no comments on file in writing in the Clerk-Treasurer's Office, the Mayor declared the hearing closed.

**Council Action.**

232 It was moved by Council Member Molenda and seconded by Council Member Rafko that Proposed Ordinance 14-007, an Ordinance to amend §127-6 of Chapter 127, Retirement, Article I, Municipal Employees' Retirement System, of the Code of the City of Monroe be placed on its final reading.

Ayes: 7 Nays: 0

Motion carried.

Proposed Ordinance No. 14-007, was then presented for the second time after which the Mayor asked, "Shall this ordinance pass?"

Ayes: 7 Nays: 0

Motion carried.

**Consent Agenda.**

A. Approval of the Minutes of the Work Session held on December 1, 2014, the Minutes of the Regular City Council Meeting held on Monday, December 1, 2014 and the Minutes of the Work Session held on Monday, December 8, 2014.

B. Approval of payments to vendors in the amount of \$ 574,537.75.

Action: Bills be allowed and warrants drawn on the various accounts for their payment.

239 Huron Valley Sport Fishing Club Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from the Huron Valley Sport Fishing Club for permission to display a banner across Monroe Street from January 19 – February 9, 2015, announcing their expo on February 7 & 8, 2015, and recommending approval of the request subject to meeting qualifications outlined in the banner policy with no reduction in application fees.

2. Supporting documents.

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

240 Agenda and Meeting Management Software.

1. Communication from the Finance Director, reporting back on proposals received for Agenda and Meeting Management Software, and recommending that Council approve entering into a software licensing agreement with Accela for the MinuteTraq software at a monthly discounted cost of \$652 per month or \$7,824 per year.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

241 Consider Awarding Community Development Block Grant FOX Projects to Pranam GlobalTech.

1. Communication from the Director of Economic & Community Development, reporting back on beds received for the recipients of the CDBG FIX Program, and recommending that Council award the Community Development Block Grant FIX contracts to Pranam GlobalTech for all three (3) with a budget of \$24,250 plus an additional \$749 in contingencies for Humphrey, \$23,000 plus \$1,499 in contingencies for Bayview and \$23,000 plus \$1,499 in contingencies for West Eighth, and further recommending that Council authorize staff to take the necessary steps to complete each project in compliance with federal regulations, including drafting agreements to be signed by each homeowner and contractor.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

242 Cost Sharing with the Monroe County Treasurer for the Demolition of 1102-1114 East Second Street.

1. Communication from the Director of Economic & Community Development, submitting a request for cost sharing with the Monroe County Treasurer for the demolition of 1102-1114 East Second Street, and recommending that Council approve \$34,300 from the City's demolition service budget to cost share with the Monroe County Treasurer for the demolition of the buildings located at 1102-1114 East Second Street; in accordance with the low bid received by the County Treasurer's Office from McBee Trucking & Excavating, and further recommending that Council approve and encumber \$31,500 based on the lowest quote from TEK Environmental & Consulting Services to cover the cost of a survey and abatement of any Asbestos Containing Materials (ACM), resulting in a total City contribution of up to \$65,800., an increase of \$20,425 from the original approval by Council at its July 7, 2014 meeting.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

243 Proposed Land Division – 221 & 231 W. Seventh Street.

1. Communication from the Director of Economic & Community Development, submitting a land division request to divide the property located at 221 & 231 W. Seventh Street, and the Citizens Planning Commission is recommending that Council approve the proposed land division for Parcel #29-00026-000, and that the Zoning Board of Appeals approved all applicable variances on December 9, 2014.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

244 Multi-Sports Complex Heating Boiler Replacement.

1. Communication from the Finance Director, reporting back on bids received for the Monroe Multi-Sports Complex Heating Boiler replacement, and recommending that Council confirm under section 114-8 of the purchasing ordinance the purchase order issued to Monroe Plumbing & Heating in the amount of \$14,854 for the replacement of the heating boiler at the Monroe Multi-Sports Complex, and that a total of \$16,000 is approved to cover possible contingencies.

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

It was moved by Council Member Sisk and seconded by Council Member Iacoangeli that items 239, 240, 241, 243 and 244 of the Consent Agenda be approved as presented and that item 242 be removed and considered separately.

Ayes: 7 Nays: 0

Motion carried.

242 The communication from the Director of Economic & Community Development was presented, submitting a request for cost sharing with the Monroe County Treasurer for the demolition of 1102-1114 East Second Street, and recommending that Council approve \$34,300 from the City's demolition service budget to cost share with the Monroe County Treasurer for the demolition of the buildings located at 1102-1114 East Second Street; in accordance with the low bid received by the County Treasurer's Office from McBee Trucking & Excavating, and further recommending that Council approve and encumber \$31,500 based on the lowest quote from TEK Environmental & Consulting Services to cover the cost of a survey and abatement of any Asbestos Containing Materials (ACM), resulting in a total City contribution of up to \$65,800., an increase of \$20,425 from the original approval by Council at its July 7, 2014 meeting.

Council Member Molenda pulled the item and said that he had already answered his own question.

It was moved by Council Member Molenda and seconded by Council Member Iacoangeli that item 242 be accepted, placed on file and the recommendation be carried out.

Ayes: 7 Nays: 0

Motion carried.

### **Council Comments.**

Council Member Sisk wished everyone Merry Christmas and Happy New Year and said he looks forward to a lively 2015.

Council Member Hensley wished everyone Merry Christmas and Happy New Year.

Council Member Iacoangeli asked about the RAC Ordinance and their request for additional funding.

George Brown, City Manager said the ordinance should be introduced shortly after the first of the year and communication from Recreation Staff should be available probably before Christmas in regards to their recommendation for the RAC funding request.

Council Member Iacoangeli said he would like the City Manager to prepare a light paper regarding the future of Public Safety, Police and Fire in terms of capacity of manpower. He wished everyone Merry Christmas and Happy New Year.

Council Member Vining said it is sad that another historic building will be demolished at 1102-1114 E. Second Street and said she wants to meet with Dan Swallow about the development of the property. She wished everyone Happy Holidays.

Council Member Molenda commented on the collection of yard waste and asked about the best way to get rid of it after the last pick up for the season. He wished everyone Happy Holidays.

George Brown, City Manager said that if residents have left over yard waste, it should be stored and set out in the spring.

Council Member Rafko noted that the TMACOG Conference on December 22 will address the blue algae. She also commented on the COTE and two new businesses' downtown, Serendipitous and Glenn's Irish Pub. She wished everyone Merry Christmas

### **Mayor Comments.**

Mayor Clark commented on Council's Goals & Objectives and priorities as they move forward into a new year. He said that he and Council Members Sisk and Rafko attended the Drug Prevention Summit on December 3 and noted that the United Way is in partnership with the endeavor. He commented on some of the presentations that were given. He spoke about the Joint Work Session with Council, Downtown Development Authority and Citizens Planning Commission. He announced that on Sunday, January 4 there will be a Historic Church and Stain Glass Tour in the City of Monroe and listed the locations that will be on the tour: Trinity Lutheran Church, St. Paul's Methodist Church, Christ Lutheran Church, First Presbyterian Church, Trinity Episcopal Church, Immaculate Heart of Mary Chapel and St. Michael Arch Angel Parish. He wished everyone Merry Christmas and safe holidays as we go into 2015.

### **Clerk-Treasurer Comments.**

Michelle J. LaVoy, Clerk-Treasurer also commented about the Drug Prevention Summit and said they are accepting volunteers to the task forces and if anyone is interested they should contact the United Way for more information. She explained that residents may have a tax bill printed and pay it with credit card at the Treasurer's Office or to pay their tax bills with cash/check, they will pay at the MCCCUCU. She commented on the past year's events and learning experience since she has taken office and thanked Council and everyone at City Hall for their help. She wished everyone Merry Christmas and Happy New Year.

### **City Manager Comments.**

George Brown, City Manager commented on the review of the City's credit worthiness and said that the bond rating is one of the targets looked at. He said the City's bond rating has improved from A+ to AA- which is a step higher and better. He wished everyone Merry Christmas and safe and happy holidays.

### **Citizens Comments.**

Lou Lombardo, Monroe Multi-Sports Complex Manager noted that there will be two events on Saturday, December 13 at 4:00 p.m.; Monroe High School vs. SMCC Hockey Teams challenging for the River Raisin Cup and at 7:00 p.m. is the Monroe County Figure Skating Club's Winter Exhibition Benefit for the Special Olympics.

Jeannie Micka, 47 E. Elm Avenue commented on how nice the Downtown Business District looks and said that the Commemoration of the Battles of the River Raisin will be held on January 17 and wished everyone the best for the holidays.

Allan Haynes, Coldwell Banker expressed concern about the implementation of City Certification Process for homes sold and gave some statistics regarding home values in recent years in the City of Monroe and in the County of Monroe. He said that now is not the time to implement the certification process and asked if Council would consult with the Board of Realtors before implementing the process.

Brenda Braden, Board of Realtors said that they would like to look at this as an opportunity to work with the City, and become good stewards moving forward.

Jeannie Micka, 47 E. Elm Avenue spoke about memorizing dates of historic events when she was a child and announced some significant upcoming events and their dates.

**Adjournment.**

It was moved by Council Member Iacoangeli and seconded by Council Member Hensley that the meeting adjourn at 7:59 p.m. until the Regular Meeting on Monday, January 5, 2015 at 7:30 p.m.

Ayes: 7 Nays: 0

Motion carried.

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Michelle J. LaVoy  
City Clerk-Treasurer

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Robert E. Clark  
Mayor

CITY OF MONROE  
SPECIAL COUNCIL MEETING  
MONDAY, DECEMBER 15, 2014

Special meeting of the City Council of the City of Monroe, Michigan held on Monday, December 15, 2014 at 6: 30 p.m. in the City Hall Council Chambers.

Present: Council Member Sisk, Hensley, Iacoangeli, Vining, Molenda, Rafko and Mayor Clark.

It was moved by Council Member Iacoangeli and seconded by Council Member Hensley that Council convene to Closed Executive Session to discuss Property Acquisition at 6:30 p.m.

Ayes: 7 Nays: 0

Motion carried.

It was moved by Council Member Iacoangeli and seconded by Council Member Sisk that Council reconvene to open session at 7:06 p.m.

Ayes: 7 Nays: 0

Motion carried.

Mayor Clark noted that Council will hold a Work Session to Discuss Public Safety Facility Schematics.

George Brown, City Manager explained that Redstone Architects provided the schematics for Phase I of the potential Public Safety Facility Project and said this phase would house Fire and Emergency Medical Services Operation.

Following discussion the meeting adjourned at 7:25 p.m.

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Michelle, J. LaVoy  
City Clerk-Treasurer

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Robert E. Clark  
Mayor

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MONROE  
 INVOICE ENTRY DATES 12/16/2014 - 01/05/2015  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID  
 PRELIMANRY REPORT

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000006566	ALFA LAVAL ASHBROOK SIMON-HARTLEY 133957	CENTRIFUGE REPAIR	3,821.00		
TOTAL FOR: ALFA LAVAL ASHBROOK SIMON-HARTLEY			3,821.00		
MISC	ALLOR, MICHAEL & JOAN 12/18/2014	2014 SUMMER REFUND-DEC BOR ADJ	40.90		
TOTAL FOR: ALLOR, MICHAEL & JOAN			40.90		
0000000063	ARCTIC AIR INC 844	HVAC MAINTENANCE PROGRAM NOVEMBER 2014	3,063.00		
	850	HVAC MAINTENCE PROGRAM DECEMBER 2014	3,063.00		
TOTAL FOR: ARCTIC AIR INC			6,126.00		
0000000106	B&L OFFICE MACHINES 12710	REPAIRED FUSER ARM	88.00		
	12803	3 HP EX REFILLS	164.85		
TOTAL FOR: B&L OFFICE MACHINES			252.85		
0000001766	BERNARD BENETEAU 122614	REAL ESTATE OPTION PAYMENT FOR 8 N. MONROE STREET	9,000.00	48284	12/30/2014
TOTAL FOR: BERNARD BENETEAU			9,000.00		
0000000114	BS&A SOFTWARE 99193	UTILITY BILLING NET REMOTE TRAINING CHRIS P	300.00		
TOTAL FOR: BS&A SOFTWARE			300.00		
0000006054	BY DESIGN GRAPHIC ART 2385	FLYER & LOGO DESIGN 2015 CHURCH TOUR	105.00		
TOTAL FOR: BY DESIGN GRAPHIC ART			105.00		
0000000204	CINTAS CORPORATION 306 306253934	SHOP TOWEL FOLDED RED	73.04		
	306253935	BLACK MATS	222.10		
TOTAL FOR: CINTAS CORPORATION 306			295.14		
0000005900	CINTAS FIRST AID & SAFETY #325 5002348220	MEDICAL SUPPLIES	121.21		
	9006249062	MEDIC SUPPLIES	106.11		
TOTAL FOR: CINTAS FIRST AID & SAFETY #325			227.32		
0000000283	ROBERT E CLARK 12/15/14	MILEAGE REPORT SEMCOG & SECOG MEETINGS	87.36		
TOTAL FOR: ROBERT E CLARK			87.36		
0000005906	COMMUNICATION INFRASTRUCTURE RESOUR 2243	TEST FIBER OPTIC CABLE FOR DAMAGE	280.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: COMMUNICATION INFRASTRUCTURE RESOUR			280.00		
0000000296	COMPREHENSIVE RISK SERVICES INC 12/30/14	REIMBURSE CRS DISBURSEMENTS # 3713 - 3721	4,803.49		
TOTAL FOR: COMPREHENSIVE RISK SERVICES INC			4,803.49		
MISC	COUSINO, MARTHA 12/18/2014	UB refund for account: 2858	148.91		
TOTAL FOR: COUSINO, MARTHA			148.91		
0000006494	CRYSTAL FLASH 799788	ASSESSOR VEHICLE FUEL 12/1 - 12/15/14	29.48		
	799789	BUILDING DEPT VEHICLE FUEL 12/1 - 12/15/14	200.57		
	799790	D P S VEHICLE FUEL 12/1 - 12/15/14	2,652.33		
	799791	ENGINEERING VEHICLE FUEL 12/1 - 12/15/14	161.59		
	799793	POLICE VEHICLE FUEL 12/1 - 12/15/14	3,282.66		
	799794	WASTEWATER VEHICLE FUEL 12/1 - 12/15/14	622.51		
	799795	WATER DEPT VEHICLE FUEL 12/1 - 12/15/14	1,786.08		
TOTAL FOR: CRYSTAL FLASH			8,735.22		
0000006210	DATAMAIL SERVICES 108138	2014 WINTER PROPERTY TAX BILLS PRINTING	1,036.43		
TOTAL FOR: DATAMAIL SERVICES			1,036.43		
0000000353	DELTA DENTAL PLAN OF MICHIGAN 12/16/14 1114	DENTAL INSURANCE PREMIUM NOVEMBER 2014	9,950.68		
	12/23/14 0115	DENTAL INSURANCE JANUARY 2015	1,545.00		
	2081-2002,2005	PREFUND CURRENT CONTRACT GROUP 2081-2002,2005	200.00		
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			11,695.68		
0000006626	DMA LEADERSHIP LLC 444	ONE PAGE SEMINAR	300.00		
TOTAL FOR: DMA LEADERSHIP LLC			300.00		
0000005920	DORNBOS SIGN & SAFETY INV18688	U Channel Sign Posts	4,896.00		
	INV18690	TRAFFIC SIGNS	836.30		
TOTAL FOR: DORNBOS SIGN & SAFETY			5,732.30		
000000359A	DTE ENERGY 7809-7 1114	0000-7809-7 STREET & TRAFFIC LIGHTS 11/1 - 11/30/14	34,121.04		
	7834-5 1114	0000-7834-5 AIRPORT 11/1 - 11/30/14	69.95		
TOTAL FOR: DTE ENERGY			34,190.99		
0000000453	ETNA SUPPLY S101265115.001	FORD U18-44-14NL U-BRANCH 1" FE X	554.70		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	S101282456.001	1" K COPPER	2,262.00		
	S101282456.002	1" K Copper	2,714.40		
	S101289797.001	MUELLER COUPLING NO LEAD FITTINGS	620.00		
TOTAL FOR: ETNA SUPPLY			<u>6,151.10</u>		
MISC	FALOR, BERNARD & MARILYN 12/18/2014	2014 SUMMER REF-DEC BOR	92.64		
TOTAL FOR: FALOR, BERNARD & MARILYN			<u>92.64</u>		
0000006625	GASPER RECYCLING & CONTRACTING 1003	REMOVE SEASONAL DEBRIS FROM DPS YARD	2,400.00		
TOTAL FOR: GASPER RECYCLING & CONTRACTING			<u>2,400.00</u>		
0000006062	GBS INC GOVERNMENTAL BUSINESS SYS 14-19872	TEST DECK 8-5-14 PRIMARY ELECTION	490.00		
TOTAL FOR: GBS INC GOVERNMENTAL BUSINESS SYS			<u>490.00</u>		
0000006390	GEOGRAPHIC INFORMATION SERVICES INC 3760	AMAZON CLOUD NOVEMBER 2014	147.16		
TOTAL FOR: GEOGRAPHIC INFORMATION SERVICES INC			<u>147.16</u>		
0000006524	GRATTON CONSTRUCTION CO INC 11896	REPAIR TO ZINC ORTHOPHOSPHATE BULK TANK CONTAINMENT	2,805.00		
TOTAL FOR: GRATTON CONSTRUCTION CO INC			<u>2,805.00</u>		
MISC	HANA, WADIE J & NINA 12/18/2014	2014 SUMMER TAX REF-DEC BOR ADJ	156.27		
TOTAL FOR: HANA, WADIE J & NINA			<u>156.27</u>		
MISC	HARRIS, RANDY 12/19/14	REIMBURSE FOR CONTINUING EDUCATION	15.00		
TOTAL FOR: HARRIS, RANDY			<u>15.00</u>		
MISC	KAEMMING, DAVID W & SHIRLEY M 12/18/2014	2014 SUMMER REFUND - DEC BOR ADJ	93.77		
TOTAL FOR: KAEMMING, DAVID W & SHIRLEY M			<u>93.77</u>		
MISC	KENNEDY, MARIE 12/18/2014	UB refund for account: 12188	61.88		
TOTAL FOR: KENNEDY, MARIE			<u>61.88</u>		
0000000738	LAMOUR PRINTING CO L 14-1927	4/0 #20 WHITE	12.50		
TOTAL FOR: LAMOUR PRINTING CO			<u>12.50</u>		
MISC	LAYMAN, JUSTIN M				

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MONROE  
 INVOICE ENTRY DATES 12/16/2014 - 01/05/2015  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID  
 PRELIMANRY REPORT

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	12/18/2014	2014 SUMMER REF-DEC BOR ADJ	88.64		
TOTAL FOR: LAYMAN, JUSTIN M			88.64		
0000006586	LINDE NORTH AMERICA INC 51079163	LIQUID OXYGEN PURCHASE	666.43		
TOTAL FOR: LINDE NORTH AMERICA INC			666.43		
0000000806	MASSERANT'S FEED & GRAIN 529860	GRASS SEED	81.95		
TOTAL FOR: MASSERANT'S FEED & GRAIN			81.95		
MISC	MCLACHLIN, DONALD L & JOAN B 12/18/2014	2014 SUMMER REFUND - DEC BOR ADJ	105.11		
TOTAL FOR: MCLACHLIN, DONALD L & JOAN B			105.11		
0000000820	MCNAUGHTON-MCKAY ELECTRIC CO INC 13547289-00 13645580-00	ELECTRIC CO INC PLC REFURBISHED PANELVIEW PLUS	1,683.00 3,705.00		
TOTAL FOR: MCNAUGHTON-MCKAY ELECTRIC CO INC			5,388.00		
0000000627	MERCY MEMORIAL HOSPITAL 2600000019 11/14	EPLOYEE PHYSICALS AND FLU VACCINE	6,461.00		
TOTAL FOR: MERCY MEMORIAL HOSPITAL			6,461.00		
0000000930	MICHIGAN GAS UTILITIES 0602-7 1214 1936-3 1214 4506115-7 11/14 6807-1 1214	4560602-7 2205 E FRONT 11/18 - 12/19/14 5381936-3 207 E SECOND 11/13 - 12/19/14 MICHIGAN GAS ALLOCATION 5246807-1 317 E FIRST 11/20 - 12/19/14	166.86 129.85 4,186.90 68.70	48285	12/30/2014
TOTAL FOR: MICHIGAN GAS UTILITIES			4,552.31		
0000006604	MICHIGAN STATE UNIVERSITY 15073	GIS Tree Layer Development per 9/15/14 Council Award	15,000.00		
TOTAL FOR: MICHIGAN STATE UNIVERSITY			15,000.00		
0000005744	STATE OF MICHIGAN 12/15/14	MONROE SCHOOL OPERATING IFT/OPT	1,582.11		
TOTAL FOR: STATE OF MICHIGAN			1,582.11		
0000005163	STATE OF MICHIGAN 12/19/14	ELECTRICAL CONTRACTOR LICENSE - KEITH W.	300.00		
TOTAL FOR: STATE OF MICHIGAN			300.00		
0000000828	MISS DIG SYSTEM INC 201503886	MISS DIG SYSTEM ANNUAL MEMBERSHIP FEE 2015	1,300.61		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: MISS DIG SYSTEM INC			1,300.61		
0000005684	COUNTY OF MONROE 1014-576-16	PRINTING PROPERTY OWNER PACKETS COLLATED/STAPLED	119.32		
	1014-576-17	BUISNESS CARD MICHAEL ALDINI	52.50		
TOTAL FOR: COUNTY OF MONROE PRINTING			171.82		
0000000866	MONROE FENCING COMPANY INC 11257	250 FOOT X 4 FOOT TALL WOOD SNOW FENCE	295.00		
TOTAL FOR: MONROE FENCING COMPANY INC			295.00		
000000838B	CITY OF MONROE FRON3801 1014	W FR-000038-0000-01 38 W FRONT 8/26 - 11/24/14	288.83		
	WFR125 1014	W FR-000125-0000-01 125 W FRONT 8/26 - 11/24	10.02		
TOTAL FOR: CITY OF MONROE			298.85		
000000838E	CITY OF MONROE 43327	PERMIT FOR 120 EASTCHESTER	86.00		
TOTAL FOR: CITY OF MONROE			86.00		
MISC	MORGAN, JASON & MELISSA S (LC) 12/18/2014	2014 SUMMER - DEC BOR ADJ	36.38		
	12/18/2014	2014 WINTER DEC BOR ADJ	12.57		
TOTAL FOR: MORGAN, JASON & MELISSA S (LC)			48.95		
0000006558	MUTUAL OF OMAHA 355773870	LIFE & DISABILY INS PREMIUM 01/15	1,934.86		
TOTAL FOR: MUTUAL OF OMAHA			1,934.86		
MISC	PIERCE, WILLIAM & VIRGINIA 12/19/14	REIMBURSE SPECIAL ASSESSMENT OVER PAYMENT	20.00		
TOTAL FOR: PIERCE, WILLIAM & VIRGINIA			20.00		
0000001021	POLYDYNE INC 932683	CATONIC POLYMER	4,719.00		
TOTAL FOR: POLYDYNE INC			4,719.00		
0000005090	REDSTONE ARCHITECTS 8085	SCHEMATIC DESIGN FOR REPLACEMENT OF CENTRAL FIRE STATION	9,390.00		
TOTAL FOR: REDSTONE ARCHITECTS			9,390.00		
0000006638	RENEGADE ARMOR 2014-1266	RENEGADE FURY 3BFA THREAT LEVEL IIIA BODY ARMOR VEST	1,785.18		
	2014-1301	RENEGADE FURY 3BFA THREAT LEVEL IIIA BODY ARMOR VEST	595.06		
	2014-1340	Renegade Fury 3BFA threat level IIIA body armor vest	595.31		
TOTAL FOR: RENEGADE ARMOR			2,975.55		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000001581	RIO SUPPLY MICHIGAN METER INC 93103	RMA MISC	105.00		
	93108	3 INCH BLIND FLANGES SHIPPING COSTS	12.55		
	93175	MISC RMA ITEM	144.00		
TOTAL FOR: RIO SUPPLY MICHIGAN METER INC			261.55		
0000005264	SALENBIEN TRUCKING & EXCAVATING INC 12/29/14 EST# 4	East Noble Avenue Water Main	50,128.50		
TOTAL FOR: SALENBIEN TRUCKING & EXCAVATING INC			50,128.50		
0000001113	SEMCOG 2015	ANNUAL MEMBERSHIP	1,338.00		
TOTAL FOR: SEMCOG			1,338.00		
MISC	SLOVIK, DAVID & KATHLEEN 12/18/2014	2014 SUMMER REFUND - DEC BOR 2014 VET EX	617.63		
TOTAL FOR: SLOVIK, DAVID & KATHLEEN			617.63		
0000004895	STONECO OF MICHIGAN-DENNISTON 844588	STONE FOR BACKFILL	525.87		
TOTAL FOR: STONECO OF MICHIGAN-DENNISTON			525.87		
0000004662	TMACOG MONROE MI	2015 MEMBERSHIP FEE TMACOG CITY OF MONROE MI	4,046.00		
TOTAL FOR: TMACOG			4,046.00		
0000001265	TTL ASSOCIATES INC 10444-026	TESTING SERVICES BORGESS ST RECONSTRUCTION	907.25		
TOTAL FOR: TTL ASSOCIATES INC			907.25		
0000006559	U S LAWNS 2492	2014-201 Lawn Maintenance Contract - Work Groups B and E	3,187.50		
TOTAL FOR: U S LAWNS			3,187.50		
0000006429	US UTILITY CONTRACTOR CO 12/17/14 FINAL	Motor Control Center A & B Replacement Contract	21,433.00		
TOTAL FOR: US UTILITY CONTRACTOR CO			21,433.00		
MISC	USHMAN, VERNON P & CLARK, JOANN M 12/18/2014	2014 SUMMER REFUND - DEC BOR ADJ	70.47		
TOTAL FOR: USHMAN, VERNON P & CLARK, JOANN M			70.47		
0000006639	WASHINGTON STREET RENTALS 1177	REPLACE DOOR AND STORM & LOCKS 824 WASHINGTON	392.05		
TOTAL FOR: WASHINGTON STREET RENTALS			392.05		

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MONROE  
INVOICE ENTRY DATES 12/16/2014 - 01/05/2015  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID  
PRELIMANRY REPORT

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL - ALL VENDORS			237,977.92		

**Balance Detail Report**  
**City Of Monroe**  
**12/30/2014 07:48**

**Account:** [REDACTED] **Checking - General - USD** **Report On: Previous Day Data**  
**Start Date: 12/11/2014 00:00** **Transaction Groups: ACH Debit**  
**End Date: 12/29/2014 23:59** **ZBA Display: Both Credit and Debit**  
**Sorted By: Account Number, Date, Credit/Debit**  
**Orientation: Portrait**

**Bank ABA# : Fifth Third Bank (Northwestern Ohio) - [REDACTED]**

**Account : [REDACTED] Checking - General - USD**

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
12/15/2014	ACH Debit Received		100104990454		44,066.45
	Description: CITYOFMONR 1243 TAX TRANS 3860046383 121514 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106138283		926.16
	Description: Point Pay Coll 8888916064 6566 City of Monroe 121814				
12/29/2014	ACH Debit Received		100102392983		152.13
	Description: RETURN SETTLE RETURN 2176 122914				
12/29/2014	ACH Debit Received		100109494308		995,714.10
	Description: Morgan Stanley ACH DEBIT 4000258307b4bm CITY OF 122914				
			<b>Credits</b>	<b>Debits</b>	
			Total Amount	0.00	1,040,858.84
			Total Number of Items	0	4

**Confidential**

**Balance Detail Report**  
**City Of Monroe**  
**12/30/2014 07:52**

**Account:** ██████████ **Checking - Payroll - USD** **Report On: Previous Day Data**  
**Start Date: 12/11/2014 00:00** **Transaction Groups: ACH Debit**  
**End Date: 12/29/2014 23:59** **ZBA Display: Both Credit and Debit**  
**Sorted By: Account Number, Date, Credit/Debit**  
**Orientation: Portrait**

**Bank ABA# : Fifth Third Bank (Northwestern Ohio) - ██████████**

**Account : ██████████ - Checking - Payroll - USD**

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
12/11/2014	ACH Debit Received		100106888613		3,494.24
	Description: CITYOFMONR 9653 ICMA 457 3860046380 121114 OFFSET TRANSACTION				
12/11/2014	ACH Debit Received		100106888619		12,183.25
	Description: CITYOFMONR 9653 PENSION 3860046380 121114 OFFSET TRANSACTION				
12/11/2014	ACH Debit Received		100106888612		45,700.57
	Description: CITYOFMONR 9653 PAYROLL 3860046380 121114 OFFSET TRANSACTION				
12/12/2014	ACH Debit Received		100108233622		11,813.90
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 121214				
12/15/2014	ACH Debit Received		100104990636		622.86
	Description: CITYOFMONR 9653 MI TAX 3860046380 121514 OFFSET TRANSACTION				
12/15/2014	ACH Debit Received		100104990624		28,259.11
	Description: CITYOFMONR 9653 MI TAX 3860046380 121514 OFFSET TRANSACTION				
12/17/2014	ACH Debit Received		100102677153		32,245.46
	Description: CITYOFMONR 9653 TAX PYMT 3860046380 121714 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100108740607		192.25
	Description: FUNDS TRANSFER TO CK: XXXXXX7018 REF # 00642954827				
12/18/2014	ACH Debit Received		100106586608		2,067.36
	Description: CITYOFMONR 9653 CHILD SUPP 3860046380 121814 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106586602		2,441.38
	Description: CITYOFMONR 9653 NWRS 457 3860046380 121814 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106586575		2,608.07
	Description: CITYOFMONR 9653 DUES 3860046380 121814 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106586590		4,679.76
	Description: CITYOFMONR 9653 RHS 3860046380 121814 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106586595		4,964.34
	Description: CITYOFMONR 9653 RHCF 3860046380 121814 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106586601		25,436.07
	Description: CITYOFMONR 9653 ICMA 457 3860046380 121814 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106586588		77,545.16
	Description: CITYOFMONR 9653 PENSION 3860046380 121814 OFFSET TRANSACTION				
12/18/2014	ACH Debit Received		100106586567		243,659.41
	Description: CITYOFMONR 9653 PAYROLL 3860046380 121814 OFFSET TRANSACTION				
12/19/2014	ACH Debit Received		100107797655		6,020.48
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 121914				
12/24/2014	ACH Debit Received		100102949043		188.80
	Description: CITYOFMONR 9653 PAYROLL 3860046380 122414 OFFSET TRANSACTION				
12/24/2014	ACH Debit Received		100102948782		91,565.76
	Description: CITYOFMONR 9653 TAX PYMT 3860046380 122414 OFFSET TRANSACTION				
12/26/2014	ACH Debit Received		100104516496		311.53

Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE  
122614

12/29/2014 ACH Debit Received 100100683050 29,893.42

Description: CITYOFMONR 9653 PENSION 3860046380 122914 OFFSET TRANSACTION

	<b>Credits</b>	<b>Debits</b>
Total Amount	0.00	625,893.18
Total Number of Items	0	21

**Confidential**

## PROCLAMATION

**WHEREAS**, it is an honor and privilege that the Mayor and City Council have been given this opportunity to pay tribute to St. Mary Catholic Central High School's Football Team; and

**WHEREAS**, on November 28, 2014, at Ford Field, in Detroit, Michigan, St. Mary's Catholic Central High School Football Team made history and captured the school's 2<sup>nd</sup> state title by defeating Ithaca High School 22-12 for the Division 6 State Title; and

**WHEREAS**, the SMCC High School football team has distinguished itself through athletic achievement where victories through teamwork have earned them an overall record of 13-1 with a perfect record of 7-0 in the Huron League; and

**WHEREAS**, the dedication and hard work shown by the players and coaches has resulted in victories that have earned the team recognition with the following milestones during the 2014 season: Huron League Champions, MHSAA Division VI District Champions, Division VI Regional Champions, Division VI Semi Finalist, and Division VI State Champions; and

**WHEREAS**, a team is no stronger than the collective strength of its individual members and its coaches who include: Darius Marks, Phillip Lehmann, Justin Carrabino, Austin Burger, Joshua Knab, Bryce Windham, Noah Martin, Kheneth Slagle, Lucas Chamberlain, Travis Vuich, Joseph Blanchett, Austin Hawkins, David Howey, Mitchell Lamour, John Lako, Joshua Gabriel, Troy Hilkens, Kevin LaPrad, Justin LaPlante, Justin Miller, Joseph McMilan, Trystin Robinson, Emil Braunlich, Sam Cusumano, Hunter Coombe, JonPaul Close, David Brinkmeier, Ethan Judd, John Jakupco, Mitchell Poupard, Kyle Bausman, Matthew Morelli, Riley Woolford, and Matthew Wilson; and

**WHEREAS**, Coach Jack Giarmo and Assistant Coaches Nick Calkins, Scott Hoffman, Rob Hogg, and Chris Westover have instilled in their players the importance of teamwork, discipline, dedication, sportsmanship, and education; and

**WHEREAS**, this Mayor and Council recognizes the importance of sports programs for their contribution to the shaping of today's youth and future community leaders; and

**WHEREAS**, the SMCC Falcons played the game like true champions and represented the City of Monroe with excellent team spirit and as exemplary ambassadors.

**NOW, THEREFORE**, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim January 5, 2015, as "**ST. MARY CATHOLIC CENTRAL HIGH SCHOOL FOOTBALL TEAM DAY**" in Monroe, and we commend the team, coaches, student body and faculty, as well as the parents and families members, for their support and encouragement of these fine young athletes and we congratulate them on their outstanding achievements.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 5<sup>th</sup> day of January 2015.

Council Members:

\_\_\_\_\_  
Jeffery A. Hensley, Precinct 1

\_\_\_\_\_  
Kellie M. Vining, Precinct 3

\_\_\_\_\_  
Gloria Rafko, Precinct 5

\_\_\_\_\_  
Robert E. Clark, Mayor

\_\_\_\_\_  
John Iacoangeli, Precinct 2

\_\_\_\_\_  
Jeremy J. Molenda, Precinct 4

\_\_\_\_\_  
William D. Sisk, Precinct 6



**Economic and Community Development Division**

120 East First Street  
Monroe, MI 48161-2169  
(734) 384-9186

December 18, 2014

Mr. George Brown  
City Manager

RE: Recreation Advisory Commission (RAC) Request for Additional Parks Master Plan Funding

Dear Mr. Brown:

I have reviewed the Recreation Advisory Commission's (RAC's) request dated October 23, for additional funding to complete three more park plans in the current fiscal year together with our Recreation Manager, Loretta LaPointe. This review took into consideration the discussions that occurred at the November 17 City Council work session focused on Recreation initiatives. While the stated request was for an additional \$30,000; the RAC was not aware that the City had already budgeted \$18,000 in the Recreation Department's contracted services line item for this purpose. The existing funding was intended to pay for consulting services necessary to update the Munson Park Plan. It is my understanding that the RAC's request would therefore be for an increase of the difference of \$12,000. Additionally, the City has budgeted \$24,500 in its Community Development Block Grant (CDBG) annual action plan to complete plans for Labor Park and Father Cairns Park. This brings the current funds available for park plans in fiscal year 2014-15 to \$42,500. The request for an additional \$12,000 would bring that total to \$54,500. The goal behind the RAC's request was to accelerate the updates to specific park plans and hopefully achieve an economy of scale in securing professional planning consultant services. This goal is also reflected in the five-year action plan of the City's Parks and Recreation Master Plan; which listed plans for six parks to be completed in 2014 (St. Mary's, Munson, Mill Race, Father Cairns, Labor, and Manor Parks).

While there is widespread support among Council and staff to push the park plan updates forward, the challenge is accomplishing all of the proposed plan updates in the remaining six months of the fiscal year with limited resources in the following areas: 1) Budgeted funds for professional consulting services, 2) City staff availability to provide information and input, and 3) Capacity of the identified stakeholders to review and comment on plans for parks with disparate purposes, geographic location, size, and facilities. The requested funding increase would help address issue #1, by allowing the City to contract for greater professional consultant services. However, the proposed additional funding does not address issues #2 and #3. While a consultant can be very helpful in organizing a planning process, providing subject area expertise, generating data, and developing potential park layouts; they cannot provide the community specific or neighborhood specific character and needs information to inform the plan. This information is best developed by City staff and local stakeholder or volunteer groups. It is also vital that City staff and stakeholders have the opportunity to review and provide comprehensive input throughout the planning process. Having up to six park plans under development all at the same time is potentially problematic in ensuring the appropriate level of review and input is achieved.



An essential element in making sure a plan is implemented, is the up-front participation and buy-in from the individuals and groups that then have to allocate the resources and complete the necessary projects or tasks identified in the plan. The plan has to be achievable and embraced by those that will see it to fruition. If there is a lack of involvement and ownership in development of a plan, it is less likely to be implemented. As with any planning process, one of the concerns is that the resulting plan will "sit on the shelf" and won't be acted upon. When deciding which plans and how many plans the City wants to develop in the current fiscal year, we therefore need to consider the capacity of our City staff and stakeholder groups. I believe that attempting to achieve more than the three budgeted plans in the current fiscal year would stretch the City's Recreation staff and stakeholder groups beyond their current capacity; which would lead to products that may not be fully vetted by these important participants in the planning process.

With these limitations in mind, how do we best address the RAC's goals of completing the updates of the specific park plans in a timely manner? As the recent update to the Parks and Recreation Master Plan highlights, there have been changes in demographics and how people utilize parks and recreation facilities. Parks are also a more important component of attracting talented individuals to live and work in our community, and we want to make sure they are offering contemporary, quality amenities. The City of Monroe is blessed with an above average number and extent of parklands, but this also poses challenges to a shrinking maintenance budget and staff to ensure we maintain facilities in a clean and good condition. The updated park plans will help the City repurpose and rehabilitate some of the parks where the City has struggled to maintain excess and outdated equipment or facilities. These realities are good reasons to make sure there is adequate involvement across departments and committees/commission of the City as well as appropriate stakeholder groups.

I recommend that City Council maintain the current funding levels for park plans in the FY 2014-15 budget, which will achieve park plan updates for Munson Park, Labor Park and Father Cairns Park. I further recommend that Council consider the request for an enhanced budget in the Recreation Administration contracted services budget, specifically for professional consulting services to update park plans in the FY 2015-16 budget. With this in mind, I will work with Ms. LaPointe on developing an accurate budget request for FY 2015-16 that includes consultant services for the updates to the park plans for St. Mary's Park, Manor Park and Mill Race Park. These three parks have some similar features and are generally clustered in the northwest area of the City. While this recommendation does not achieve the full acceleration of the planning process that the RAC envisioned, it does keep the focus on park plan updates in a timeframe that is more manageable with existing Recreation staff resources and doesn't over-tax our key stakeholder and volunteer groups. The only other potential negative is that the City would not achieve the full economy of scale of developing all six plans under one consultant contract. However, I believe that while there may be a marginally higher cost, the end products will be of greater quality due to greater involvement of City staff and our stakeholders.

If you have any questions regarding this recommendation, please feel free to contact Loretta LaPointe at [loretta.lapointe@monroemi.gov](mailto:loretta.lapointe@monroemi.gov) / (734) 384-9193 or myself at [dan.swallow@monroemi.gov](mailto:dan.swallow@monroemi.gov) or (734) 384-9134.

Sincerely,



Daniel E. Swallow  
Director of Economic and Community Development

Cc: Loretta LaPointe, Recreation Manager  
John Iacoangeli, Councilman/Recreation Advisory Committee Liaison

# RIVER RAISIN NATIONAL BATTLEFIELD PARK FOUNDATION

## STATEMENT OF INTEREST IN THE SAWYER HOMESTEAD

At the meeting of the Board of Directors of the River Raisin National Battlefield Park Foundation on December 15, 2014, the following resolution was proposed and approved by the board:

Resolved:

WHEREAS the Board is responsible for the management of the business and affairs of the River Raisin National Battlefield Park Foundation;

WHEREAS the River Raisin National Battlefield Park Foundation, a locally-controlled Michigan nonprofit corporation ( [battlefieldfoundation.com](http://battlefieldfoundation.com)), was created in partnership with the City of Monroe to support and augment the development, preservation, educational programs and ongoing efforts of the River Raisin National Battlefield Park and the River Raisin Heritage Corridor;

WHEREAS the Battlefield Foundation, in partnership with the City of Monroe, has undertaken a major role in the organization and oversight of the development of the River Raisin Heritage Corridor, and has aggressively pursued and received numerous gifts, grants and philanthropic support to achieve the City and Foundation's mutual goals of making the heritage corridor a reality;

WHEREAS the Battlefield Foundation and the City of Monroe recognize the desirability of creating connections for visitors between the eastern portions of the Battlefield and the location General Winchester used as his military headquarters, thereby encouraging them to further pursue activities in the downtown Monroe area that will benefit the local business community;

WHEREAS the Battlefield Foundation desires to assist the National Park Service in fully interpreting the Battlefield Preservation story, which started decades ago through the efforts of the citizens of Monroe, including Jenny Sawyer;

WHEREAS the Battlefield Foundation recognizes, respects and is prepared to carry out the wishes expressed in the Sawyer bequest by ensuring that facilities at the Homestead will continue to be available for use by civic and nonprofit organizations;

WHEREAS all of these interactions further strengthen the continuing partnerships and collaboration among the Foundation, the City of Monroe, and the local business and non-profit communities and combine to continue these active partnerships, resulting in the preservation of the community's historic resources, implementation of the corridor plan and development of a long-term sustainability plan for the Battlefield;

That the River Raisin National Battlefield Park Foundation Board is in full support of a request made to the City of Monroe, to deed, lease or otherwise convey use and local control of the Sawyer Homestead property to the National Park Service and/or the River Raisin National Battlefield Park Foundation.

Signed:



William H. Braunlich,  
President

RECEIVED

DEC 16 2014

MAYOR'S OFFICE

### BOARD OF DIRECTORS

BILL BRAUNLICH

THE HONORABLE  
ROBERT CLARK

DOUG CHAFFIN

SUSAN VANHACKER

MICHAEL R. MEYER

THE HONORABLE  
JOHN DINGELL

DR. DAVID NIXON

DR. SUSAN MARTIN

MOLLY LUEMPERT-COY

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PAUL C. LAMARKE III

JEAN GUYOR

RALPH NAVEAUX

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THE HONORABLE

ALAN BARRON

THE HONORABLE

JAMES G. McDEVITT

RALPH HARRINGTON

NICKLAIS CALKINS

JOHN F. MARCERO

BRAD SCHREIBER

### HONORARY CHAIR

THE HONORABLE  
MARY A. BOMAR  
NATIONAL PARK  
SERVICE DIRECTOR

RETIRED



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: SAINT MARY'S GARDENS SUBDIVISION AREA STORM WATER STUDY – PROFESSIONAL SERVICES AWARD**

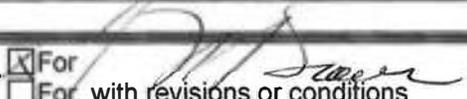
**DISCUSSION:** As the citizens of this community are well aware, in recent years we have seen an increase in the number of heavy rain storm events that have negatively impacted private properties within the City, most recently a more than 4-inch rain event in 6.5 hours that occurred on September 10, 2014. One of the areas hardest hit in the City is the Saint Mary's Gardens Subdivision, particularly north of Lorain Street and south of the Mason Run Drain. The City Council has also accepted a petition on October 20, 2014 from a majority of the property owners on McCormick Drive (within this area) to install a new storm sewer line to aid in roadway and surface runoff collection, and it will also provide for re-routing of their clear water discharge lines such as sump pumps and footing tiles from out of the sanitary sewer as many are routed at present. While that project itself is relatively straight-forward in its simplest form, in order to make sure that any new storm sewer projects are not constrained by the downstream system, the Engineering Department is recommending that a comprehensive review of the area be undertaken by a consulting firm. This review will include modeling the existing conditions under varying storm events, making recommendations for ultimate build-out of the storm sewer system, and other relevant items such as strategies for clear water discharge removal programs and alternative storm water management strategies. Further detail can also be found in the attachments to this fact sheet.

The Department of Engineering and Public Services Department prepared the attached Request for Proposals (RFP), which was posted on the Michigan Intergovernmental Trade Network (MITN) on November 26, 2014. Nine (9) firms provided proposals to the City on the due date of December 16, and were reviewed by a selection team consisting of the Director of Engineering and Public Services, the Director of Water and Wastewater Utilities, and the Director of Economic and Community Development. The submitted project costs for the vendors ranged from \$15,296 to \$35,016, though only 15% of the selection was based on cost. While there were several excellent proposals, including two (2) from firms with recent experience on county drain projects immediately adjacent to this area, the team agreed that the most advantageous proposal was provided by the Spicer Group, Inc., with a local office in Dundee. They have extensive familiarity with the receiving county drain serving much of this area, as they were the firm that designed and managed the Mason Run Drain cleanout project in 2014 for the Monroe County Drain Commissioner's Office, and that project required similar modeling and analysis as ours, though on a larger scale. Their work plan includes all requested items, and key members of their staff have experience with clear water drain disconnection program in other communities should the City of Monroe decide to proceed in that fashion at the completion of the study. Their proposal is attached for your information.

As the City would still like to ensure that the petitioned storm sewer on McCormick Drive is able to be constructed in 2015, we would like to proceed with this award as soon as possible. Technically, since this award could be considered an appropriate first step in scoping the McCormick Drive project, a portion of the study cost could be included in the eligible Special Assessment costs. However, as this is more of an area-wide study that can potentially benefit the entire subdivision now and in the future, an at-large City contribution is also appropriate. Fortunately, in anticipation of studies such as these and City match on storm sewer capital projects, funding has been set aside in multiple Capital Improvements Program budgets such that adequate funding is available at this time. Work is expected to be completed by April 1 by the consultant. While the proposal lists a "Not to Exceed" fee of \$15,296 for all activities, the Engineering Department would like to make provisions to include additional work activities should they be found to be necessary during the course of study. As such, we are asking for authorization to expend up to \$20,000 under this award.

**IT IS RECOMMENDED** that a professional services award be made to the Spicer Group, Inc. for the above work for the base amount of \$15,296, and that the Director of Engineering and Public Services be authorized to execute any necessary agreement documents on behalf of the City and expend up to \$20,000 for work activities under this contract.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Study activities should precede the installation of new storm sewer on McCormick Drive, which should happen in 2015.

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Engineering and Public Services Department, Wastewater Department, adjacent residents and property owners, community at large

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$Unknown*
	Cost of This Project Approval	\$20,000**
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

\*Additional necessary projects could be recommended as a result of this award, and total costs are not known.

\*\*Includes base "Not to Exceed" fee of \$15,296 plus additional contingency authorization for additional work activities as necessary and desirable.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Storm Sewer Repl. Program	401-95.449-818.020 07C10	\$20,000

Other Funds

Budget Approval: 

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Dir. of Engineering and Public Services   **DATE:** 12/19/14

**REVIEWED BY:**    **DATE:**

**COUNCIL MEETING DATE:** January 5, 2015

# **CITY OF MONROE REQUEST FOR PROPOSALS SAINT MARY'S GARDENS SUBDIVISION AREA STORM WATER STUDY**

## **1. Purpose of Work / Project Background:**

In recent years, residents of the Saint Mary's Gardens Subdivision have experienced significant basement flooding and some street flooding during large rainfall events, the most recent of which occurred on September 10, 2014 with more than 4 inches of rain falling in 6.5 hours. Dwellings particularly hard hit are those the area bounded by the Mason Run Drain on the north, Lorain Street on the south, the CSX Railroad on the west, and the rear lot lines of homes on the east side of Lavender Street on the east. Among the possible factors likely contributing to this problem are the lack of public storm sewers on some roadways, a large number of private clear water discharge pipes that have been possibly illegally routed into the adjacent sanitary sewers, limiting capacity of receiving county drains, and lack of adequate overland surface relief. It is believed that even in areas with frontage on a public storm sewer, most homes have their clear water fixtures connected to the sanitary sewer. The City of Monroe has also recently received a petition to install a new public storm sewer to serve the residents of McCormick Drive within this area, and wishes to proceed with this project as quickly as possible to eliminate an acute need. In 2013 the City also installed a new storm sewer to serve the homes on Lavender Street between Calkins and Hendricks in much the same fashion.

The City of Monroe would like to undertake a broad-based review of the adequacy of the existing storm sewer collection system within this roughly 115-acre area, review of cost-effective options for ultimate build-out of the storm sewer collection system to accommodate all roadway drainage and private dwelling discharge from each property within this area. Options for detention of large storm water flows may also be considered, as the City owns three large park parcels within the study area that could be used for this purpose if found to be feasible. Specific items of work are discussed in more detail in Section 3 below. Consultant work under this Request for Proposals (RFP) will not include preparation of any detailed construction plans for bidding purposes, those some schematic drawings of possible storm water relief options and / or programs to reduce sanitary sewer inflow and infiltration may be appropriate. Detailed drawings for any work items recommended for construction will be prepared by the City of Monroe Engineering Department, negotiated separately with the selected vendor, or awarded to another consulting firm at a later date in the City's sole best interest.

Proposals will be accepted from single firms or teams of firms, with only one proposal accepted per project team. This request has been placed on the Michigan Intergovernmental Trade Network (MITN), and all clarifications or changes will be posted on that site as well.

## **2. Supporting Documentation**

The following documents are available for review, either for use in preparing project work plans or following consultant award, and have been posted on MITN. Parties interested in obtaining printed copies of these items will be charged appropriate copy charges by the Engineering Department. Contact City of Monroe Engineering Department, 120 East First Street, Monroe, MI 48161, (734) 384-9126, Monday through Friday, 8:00 A.M. to 4:30 P.M., or email [patrick.lewis@monroemi.gov](mailto:patrick.lewis@monroemi.gov).

- a. City of Monroe Record Drawings as follows:
  - D-696 – John L Drive Resurfacing
  - F-216 to F-222 (7 files) – St. Mary's Gardens Subdivision – Paving, Water, & Sewers (original construction)
  - F-424 to F-427 (4 files) – St. Mary's Gardens – Pavement & Utilities (original construction)
  - F-910 to F-917 (8 files) – St. Mary's Gardens No. 3 Utilities (original construction)
  - F-1186 – Lavender Park Basketball Court (original construction)
  - F-1187 to F-1189 (3 files) – N. Roessler St. & Calkins St. Paving (original construction)
  - F-1326 – Storm Sewer along West Plat Line of St. Mary's Replat – S of Calkins (original construction)
  - F-1368 to F-1375 (8 files) – Mason Run Drain Railroad Cutoff (original construction)
  - F-2007 – Lavender Street Resurfacing
  - F-3440 – Lavender & McCormick Intersection Resurfacing
  - F-3499 - James Park Grading (original construction)
  - F-3892 to F-3894 (3 files) – McCormick Drive Resurfacing
  - F-3895 to F-3896 (2 files) – Calgary Drive Resurfacing
  - F-4071 to F-4072 (2 files) – Hendricks Drive Resurfacing
  - F-4198 – Roessler Street Resurfacing (near Mason Run Drain)
  - F-4477 to F-4478 (2 files) – Lavender St. Curbs & Resurfacing
  - F-6467 to F-6468 (2 files) – Roessler Street Resurfacing (north of Hendricks)
  - F-6680 – Saint Mary's Gardens – Storm Relief Line (Calgary / John L / Roessler)
- b. Roadway Reconstruction / Storm Sewer Plans (not yet recorded) – (2 files) - "Lavender Street Pavement – Sheet 1" and "Lavender Street Pavement – Sheet 2" – prepared by City of Monroe Engineering Department and constructed in 2013.
- c. "Mason Run Drain – Phase II" report (36 pages including title sheet) – 1981 study for overall Mason Run and Ives watersheds as prepared by Finkbeiner, Pettit & Strout, Limited.
- d. City Council Agenda "Fact Sheet" from October 20, 2014 (4 pages) detailing acceptance of petition for new storm sewer for homes on McCormick Drive
- e. Petition for new storm sewer for homes on McCormick Drive (4 pages)
- f. Preventative Measures and Responses to Large Storm Events (Public Presentation on Storm Event ) – Presented by City staff - (36 pages)
- g. Study Area Aerial Photo (1 page)

Note: Recent plans for the cleanout of the Mason Run Drain as prepared by the Spicer Group will be made available from the Monroe County Drain Commissioner's Office upon selection of the vendor, as these are not presently in the possession of the City of Monroe in electronic form.

### 3. Scope of Work:

The selected consultant for this project shall, at a minimum, perform the following work activities:

- Review applicable background materials, including as-built drawings, previous studies, and other relevant background documentation
- Verify the locations of existing storm sewers (only as necessary to ensure that as-built conditions are in reasonable conformance to the original plans)
- Quantity the demand from each storm sewer pipe run from all applicable contributing sources including surface runoff from right-of-way areas, surface runoff from private properties, sump pump and footer tile discharge using typical rates of usage
- Review the capacity of the downstream county drain outlets (Mason Run and Ives) to determine if a significant constraint exists in either case.
- Review the adequacy of each individual storm sewer pipe run, and determine the design storm for each existing pipe run or series of runs on a single block (10-year storm, etc.)
- Recommend sizing for any new storm sewers needed to provide frontage access on a storm sewer to homes currently lacking. Options for both a 10-year and 25-year storm design should be considered, unless another standard appears to be obviously more appropriate based on downstream constraints that cannot be readily overcome.
- Perform a cursory review of the invert and rim elevations of key points within the existing storm sewer system in the study area, including the eventual outlets to and top of bank of Mason Run and Ives Drains, to determine constraints on existing and future storm sewers based on surrounding ground elevations. A complete and comprehensive topographic survey will not be required, though field verification of elevations will be required.
- Provide recommendations, if appropriate, for detention areas, including also potential in-line basins or other relevant or unconventional solutions.
- Prepare concept level estimate of probable cost for various options
- Briefly discuss recommended options for possible footing drain / sump pump disconnection program in this area following completion of all necessary storm sewer construction, and provide typical expected costs per household, based on other past and / or current such successful programs.

The consultant will not generally be expected to participate in numerous public presentations on the proposed recommendations. However, the scope of work will include various review meetings and phone conversations with City of Monroe staff and other stake-holders normally and customarily associated with a project of this magnitude. Attendance at one City Council meeting for presentation of the overall findings, if necessary, should be assumed.

### 4. Schedule:

Proposals are due on Tuesday, December 16 at 10:00 A.M. It is anticipated that the Engineering Department will present the selected proposal for City Council award at the January 5, 2015 or January 20, 2015 City Council meetings. Consultant should be prepared to commence work activities as soon as possible following award, and complete all work within 90 days of award, or by April 1, 2015, whichever is later.

5. Proposal Submission:

A complete listing of all fees for service shall be provided, including hourly employee rates (including overtime if applicable), mileage charges, and a description of any additional fees. As the City plans to use the professional services agreement form provided by the consultant in lieu of a standard form of its own, consultant shall provide this with the submittal as well. Liability insurance must be provided by the consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and evidence of this should be submitted in the proposal. **Proposals shall include an overall “Not to Exceed” fee for the entire Scope of Work defined in Section 3 of this Request for Proposals.**

The proposal shall consist of as few pages as possible, and shall include, at a minimum, a listing of available project personnel with resumes and listing of qualifications, certifications, and general experience, description of staff availability, statement of experience on similar projects, listing of quality control / quality assurance procedures, and any other relevant information. Consultant is expected to demonstrate competence in storm water studies, storm sewer design, detention studies and methodology, and should be able to evaluate different project types that may be appropriate and make recommendations for cost-effective solutions for future implementation by City staff. Experience in past and / or current footing disconnection programs should be delineated as well. In no case shall proposals exceed 25 pages, excluding resumes, insurance certificate, and example professional services agreement form.

Questions on this RFP must be submitted in writing via fax or email by the close of business (4:30 P.M.) on Monday, December 8, 2014. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review should notify the City of Monroe in writing or via email of their intention no later than this date, to ensure that all interested consultants will directly receive emailed answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Thursday, December 11, 2014, and the responses and / or any revisions to the RFP will be sent to all of these consultants and posted to the Michigan Intergovernmental Trade Network (MITN). Questions should be submitted to Patrick M. Lewis, P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161 or email [patrick.lewis@monroemi.gov](mailto:patrick.lewis@monroemi.gov).

Six (6) original submittals are due by 10:00 A.M. on Tuesday, December 16, 2014 to the office of the Clerk-Treasurer, where a public acknowledgement of their submission will be made, but pricing will not be read. Proposals will be available for public inspection for a short time following their opening, and subsequently upon request to the Clerk-Treasurer. The Engineering Department plans to award a contract at the January 5, 2015 City Council meeting, but submitting firms should be aware that it is possible this award could be delayed until the January 20 City Council meeting if additional time is desired to review proposals.

Proposal should be submitted to:  
Michelle J. LaVoy, Clerk-Treasurer  
City of Monroe  
120 East First Street  
Monroe, MI 48161

The exterior of the submittal envelope must clearly indicate that the submittal is in response to the Saint Mary's Gardens Subdivision Area Storm Water Study RFP or similar wording, in order to ensure that it is opened at the appointed time and routed correctly.

**6. Costs:**

All prices shall be quoted in U.S. dollars. If any uncertainty exists, quote estimated cost or a range of costs. Unless respondents specifically note otherwise, any and all quoted prices will be considered firm through December 31, 2015 or the completion of all contract work, whichever is later. A "Not to Exceed" price should be supplied for all of the required work activities. Cost will not be the sole determining factor, but will be considered as a part of the consultant selection.

**7. Selection Process:**

Selection of the consultant shall be based on the qualifications and past experience of all firms submitting proposals for the work, availability of staff, and costs, where a substantial difference exists. Past experience with City of Monroe design and construction projects will be considered, as well as the understanding of the consultant of the complete service to be provided. A final score sheet will not be released, though individualized feedback may be provided to non-selected consultants upon request. As this is a professional services selection, the City reserves the right to award to any firm in its sole best interest. The scoring will be as follows (total of 100 points possible):

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

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

# City of Monroe

## Saint Mary's Gardens Subdivision Area Storm Water Study

### Response to Questions - Issued December 10, 2014

Questions in black font, answers are in red font

- What are the limits of the proposed clean out of the Mason Run Drain? Are the improvements upstream or downstream of the proposed study?  
The cleanout project is basically completed, and includes cleanout of the entire channel from the CSX railroad tracks to the west all the way to the downstream outlet east of Michigan Avenue. The only exception to this is that, due to space constraints and the presence of a sanitary sewer in the bottom, power equipment is not allowed between Roessler and Lavender Streets, and the project contractor will be hand digging a low-flow channel in this area only. This low flow work will occur in December 2014, and all other work activities are completed in the channel.
- Have the existing sanitary, storm, and / or combined sewers been televised, and are the tapes and reports available?  
None of the storm sewers in the study area have been televised, and we do not have combined storm / sanitary main line sewers. Some videos may exist of a few of the sanitary sewers lines, however, as the review and condition analysis of the sanitary system is beyond the scope of this study, these will not be provided.
- Does the City have available soil borings and is the depth to bedrock known in this area?  
No specific borings exist. In general, the rock strata in the City of Monroe is highly variable with the upper strata consisting of fractured limestone that can normally be removed with an excavator of sufficient size. Any rock encountered is shown on the record drawings posted on MITN. It is generally not believed that rock of any sort is present above 5 feet below grade, but could be present between 5 and 10 feet below grade.
- What are the addresses and Parcel Identification numbers for the City-owned parcels that are available for detention use?
  1. Calgary Park, located at the northwest corner of John L Drive and Calgary Drive, has no address, but is located west of 1355 Calgary and north of 1341 John L, and has a parcel identification number of 69-00544-386.
  2. James and Hendricks Park consists of two discontinuous parcels split by the extension of an unbuilt portion of Hendricks Drive east of the CSX Railroad. This parcel has no specific address, but has a parcel number of 69-00545-357. The southerly portion lies west of 1035 Hendricks and 1013 Toll, and the northerly portion lies south of 1109, 1117, and 1121 John L.
  3. Lavender Park, 660 Lavender Street, has a parcel identification number of 69-00544-387.All of the above can be found on the location map posted on MITN, and can viewed through the City of Monroe's online GIS viewer at [monroemi.gov](http://monroemi.gov).
- Are the flood damage complaints and follow up reports available?  
Much of the home inspection and review process is presently underway but will be completed shortly. All reports will be made available to the selected consulting firm.

- Is there any combined sewer in the study area?  
No, though there are believed to be a significant number of private clear water conveyances that discharge to the sanitary sewer, all main storm and sanitary lines are separate.
- Is there GIS information available (layers and shape files of contours, sewers, etc.), and will the GIS information be provided to the awarded consultant without cost?  
Yes, utility layers, LiDAR data obtained from SEMCOG in 2010, and all relevant shape files will be made available to the selected consultant at no charge to the consultants.
- Is there a preferred hydraulic modeling method or is the consultant free to choose how to model the sewers?  
No specific modeling method is required, the consultant is free to choose their own methodology.



PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES  
FOR THE CITY OF MONROE'S  
SAINT MARY'S GARDENS SUBDIVISION AREA STORM WATER STUDY

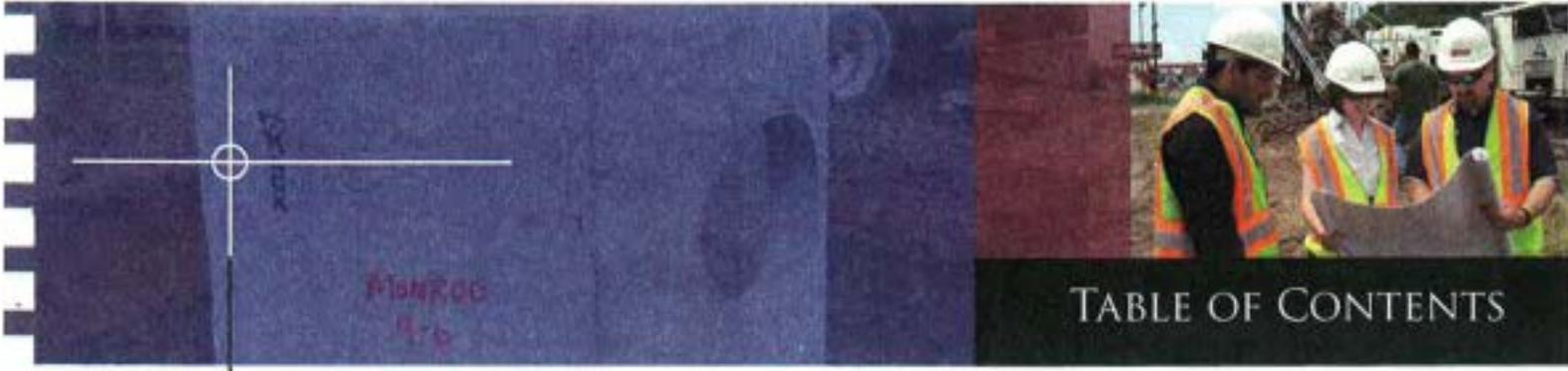


Prepared by:



Stronger. Safer. Smarter.

December 16, 2014



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**SPICER GROUP, INC.**

Spicer Group is incorporated and licensed to operate in the State of Michigan. We have a staff of 170 and have provided solutions for clients across Michigan for over 70 years. Our offices are located in Dundee, Benton Harbor, Grand Rapids, Holt, Manistee, Saginaw, St. Johns, and Atlanta, GA. We offer a full range of services to our clients including engineering, surveying and community planning. We provide specialty services including hydrology and hydraulic engineering, structural engineering, architectural design, electrical engineering, construction engineering, construction administration and grant writing/fund development assistance. Specific value we bring to this project for the City of Monroe (City) is our water resources engineering group. This is a group of professional and experienced designers, engineers and surveyors who work entirely on providing solutions related to storm water-related issues.



*Wry Drain Improvements - City of Monroe*

**WHY ARE WE QUALIFIED?**

We are one of Michigan's most knowledgeable and innovative leaders in watershed management. Our water resources professionals consist of a skilled and disciplined team whose designs have earned state and national recognition. From new storm water management plans, to retrofitting designs on existing systems including rivers, creeks, streams, and storm sewers; our watershed management team understands the complex process and attention to detail needed to successfully complete projects. They pride themselves on being able to accomplish this while implementing design parameters that balance benefits to the public, natural environment and their clients' budgets.



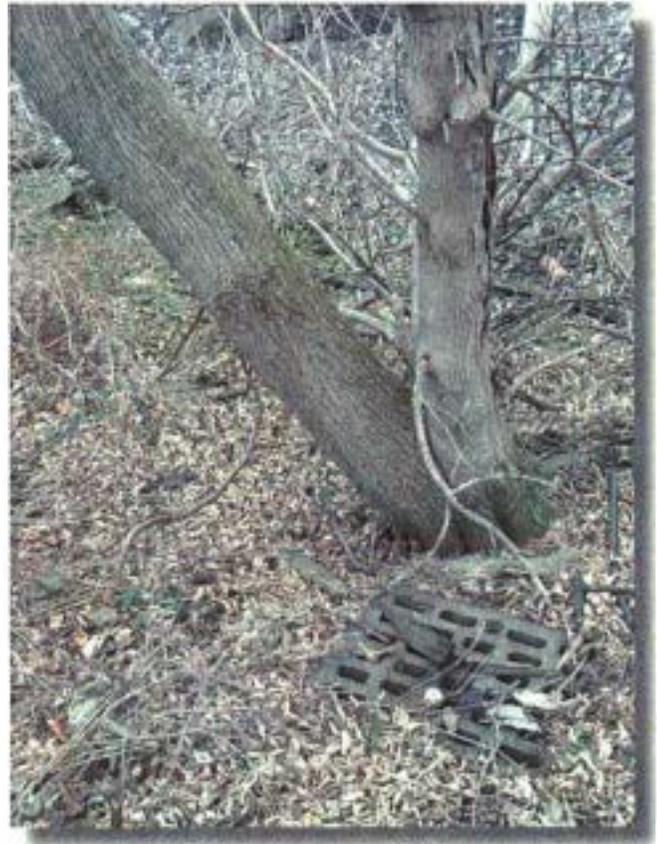
*Award-winning Swiss Gardens Drain Improvement Project - Bedford Township*

## LOCAL PROJECT EXPERIENCE

Spicer Group currently has a local office in Dundee with a staff of 14 employees. We have been working on storm water management projects in Monroe County since 2002. We initially started working for the Monroe County Drain Commissioner when Mr. Rollin Webb was in office. We then assisted Mr. Dan Stefanski during his entire tenure, and we are currently assisting Mr. David Thompson.

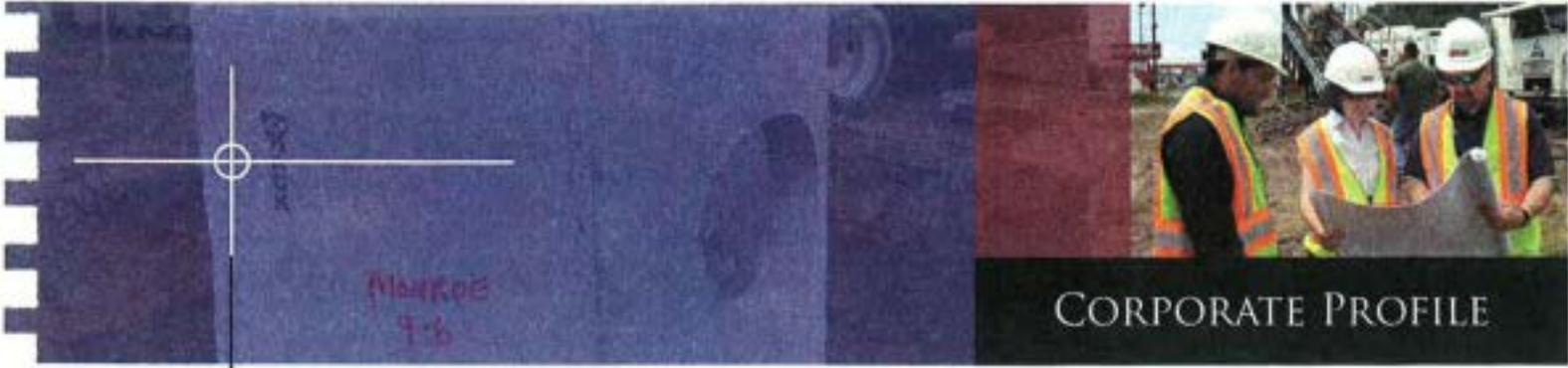
Over the past 12 years, Spicer Group has worked on some of Monroe County's largest storm water management projects such as:

- Howard & North Park Tile Drain – Bedford Township
- Lakeside Drain – Erie Township and City of Luna Pier
- Little Lake Drain – Erie Township and Bedford Township
- Mason Run Drain – City of Monroe, Frenchtown Township and Rainsville Township
- North Shores Storm Water Pump Station – La Salle Township
- Pink & Wager Intercounty Drain – Huron Township and Berlin Township
- SS LaPointe Drain – Erie Township and City of Luna Pier
- Swiss Gardens Drain – Bedford Township and City of Toledo
- Wry Tile Drain – City of Monroe and Monroe Township



*Ives Drain east of railroad*

Spicer Group recently completed two (2) storm water management projects in the City of Monroe: the Wry Drain and the Mason Run Drain. The Wry Drain consisted of installing over 9,000 feet of new storm sewer in a well-established neighborhood south of 8th Street between Hubble Street and Union Street. While working on the Wry Drain project Spicer Group faced many of the same challenges that are present in the St. Mary's Gardens Subdivision study.



## CORPORATE PROFILE

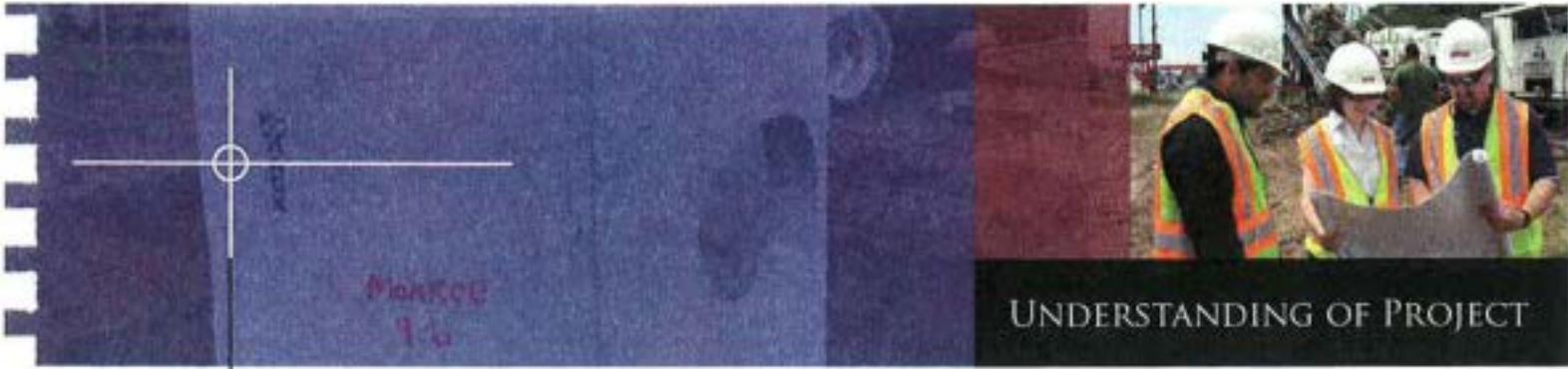


Retrofitting of an old storm sewer system, limited outlet capacity, constructability constraints, and mitigating basement and overland flooding were all challenges overcome during the Wry Drain project.

The Mason Run Drain project consisted of restoring over 14 miles of open drain in Rainsville Township, Frenchtown Township and the City of Monroe. What makes this project unique to this proposal is that it is one (1) of the two (2) outlets for the St. Mary's Gardens Subdivision storm sewer system. As part of this project, much of the drain was cleaned and restored, in part to provide an adequate outlet for the St. Mary's Gardens Subdivision.

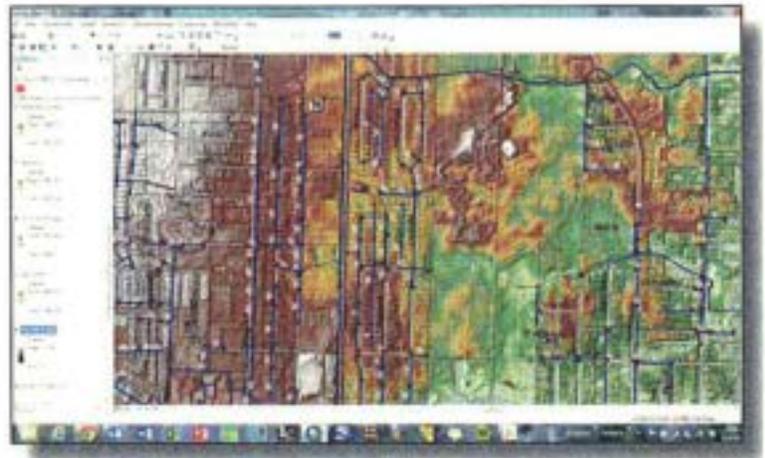
Due to Spicer Group's involvement in the Mason Run Drain project we have a clear understanding of the outlet drain capacity and topographic parameters.





storm sewer improvements. In addition, Spicer Group will look into possible funding sources for disconnection programs such as the MDEQ's Strategic Water Quality Initiative Fund (SWQIF).

Spicer Group is very familiar with both of the county drains that serve as drainage outlets to the Saint Mary's Gardens Subdivision. Spicer Group recently assisted the Monroe County Drain Commissioner with an improvement petition project on the Mason Run Drain. As part of that project, Spicer Group also inspected a portion of the Ives Drain which is a tributary of the Mason Run.



*LIDAR map of St. Mary's Gardens Subdivision*

Spicer Group is aware of the multiple cutoffs/diversions along both the Mason Run Drain and the Ives Drain and has had preliminary conversations with the Drain Commissioner regarding a possible project. These conversations included the possibility of using the Mason Run Drain to relieve storm flows from the portion of the St. Mary's Gardens Subdivision serviced by the Ives Drain.

As the City is aware, the upper reaches of both the Mason Run Drain and Ives Drain are serviced by a cutoff/relief drain along the west side of the CSX Railroad tracks. As a result, the St. Mary's Gardens Subdivision constitutes the headwaters of the section of the Mason Run and Ives Drain that runs through the City of Monroe.



*Ives Drain West of railroad*



As part of the Mason Run Drain Project, Spicer Group collected detailed survey elevations along the Mason Run Drain corridor and is familiar with invert and ground elevation constraints. In addition, Spicer Group completed hydraulic calculations and has a clear understanding of the capacity of the Mason Run Drain and each of the culverts, bridges and enclosures downstream of the subdivision.

Spicer Group is very familiar with what it takes to complete projects such as this one and we have a wealth of knowledge and experience with these types of projects. Spicer Group has worked on many projects retro-fitting and updating storm water management systems in long-established neighborhoods throughout the state.



*Ives Drain Bulkhead east side of railroad*

A few local examples in Monroe County are the Wry Drain project located in the City of Monroe and Monroe Township, the Howard and North Park Street Drain located in Bedford Township, and the Swiss Gardens Drain also located in Bedford Township. In addition to these local examples, Spicer Group has successfully completed these types of projects in counties all over the State of Michigan.



*Mason Run Drain Bulkhead east side of railroad*



## **WORK PLAN**

Spicer Group understands that the intent of the project is to develop a cost-effective plan to mitigate surface and basement flooding within the Saint Mary's Gardens Subdivision. As identified in the request for proposals, the following items would constitute the basic scope of services:

### ***TASK 1 - REVIEW OF BACKGROUND MATERIALS***

Spicer Group will review all background materials provided by the City of Monroe and the Monroe County Drain Commissioner's office. As part of our previous involvement on the Mason Run Drain project, Spicer Group has already reviewed much of this information and has it readily available.

### ***TASK 2 - FIELD VERIFICATION OF EXISTING INFRASTRUCTURE***

Spicer Group will verify the location of existing storm sewers to ensure that as-built conditions shown on City and County plans are accurate. This is a routine part of Spicer Group's quality control process and our staff has vast experience identifying possible problem areas requiring special scrutiny.

### ***TASK 3 - DETERMINE AND QUANTIFY THE DEMAND PLACED ON THE EXISTING STORM SEWER SYSTEM***

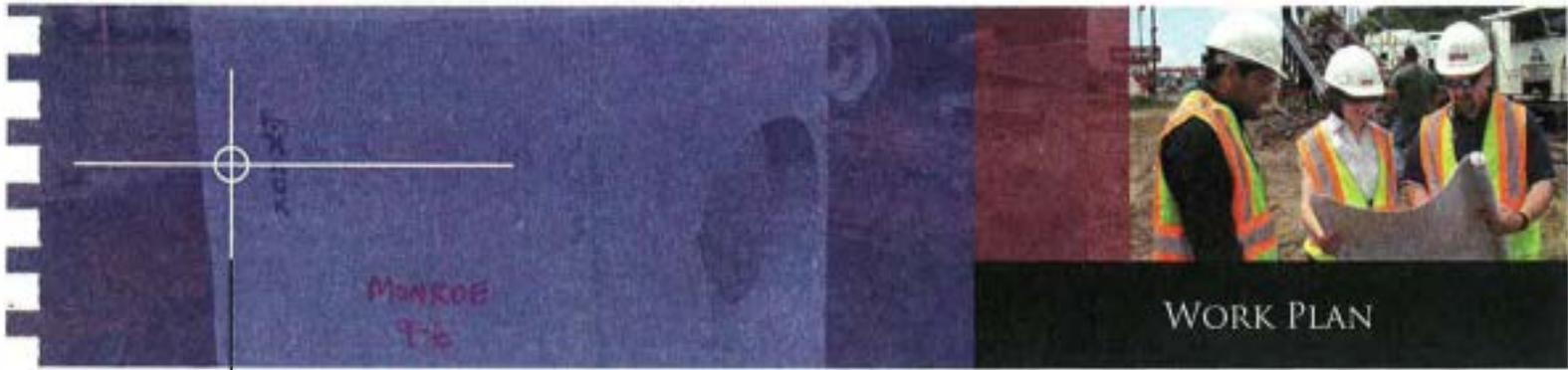
Spicer Group will use hydrologic calculations developed as part of the Mason Run project to calculate contributing surface runoff from right-of-way areas and private property. In addition, typical rates will be used to calculate sump pump and footing tile discharges. These calculations will be combined to determine the anticipated demand on each storm sewer.

### ***TASK 4 - REVIEW THE CAPACITY OF THE COUNTY DRAIN OUTLETS***

Spicer Group has already reviewed the capacity of the Mason Run Drain and has had a conversation with the Drain Commissioner regarding the deficiencies of the Ives Drain. Based on this knowledge, our understanding of the downstream constraints is very clear. Furthermore, it is our understanding that the Drain Commissioner would not object to diversion of flow from the Ives Drain to the newly-restored Mason Run Drain, subject to a Section 197 Day of Review on both the Ives and Mason Run Drain drainage districts.

### ***TASK 5 - REVIEW THE CAPACITY OF EXISTING STORM SEWER SYSTEM***

Spicer Group will develop a basic SWMM model to analyze the capacity of the existing storm sewer infrastructure within the subdivision. The SWMM model will allow us to quickly and easily review the constraints of the infrastructure for different storm events. The model will



utilize steady peak flow rates calculated for the 10 and 25-year storm events from each of several sub-catchments to identify areas with inadequate capacity.

***TASK 6 – PREPARE RECOMMENDATIONS FOR PROPOSED NEW STORM SEWERS***

Spicer Group will use the SWMM model developed as part of Task 5 to analyze proposed infrastructure improvements. These improvements will be added to the model by systematically increasing the size of restrictive pipes until the system can handle each of the design storms. The result will be two (2) separate alternative solutions, one (1) for each of the design storms selected. Special attention will be given to optimize pipe sizes to handle the design storm event at the minimum possible cost.

***TASK 7 – CONSTRUCTABILITY AND FEASIBILITY REVIEW***

Spicer Group understands that there are many constraints within the limits of this study that could impact the successful implementation of a new storm sewer system. The project team will perform a cursory review of elevations of existing drainage infrastructure to ensure the improvements calculated in the model can be realized when a project is ultimately constructed. Spicer Group’s past experience with similar projects and quality assurance process will help ensure that the proposed improvements can be implemented as-designed.

***TASK 8 – ANALYZE FEASIBILITY AND POTENTIAL BENEFIT OF STORM WATER DETENTION***

Spicer Group will once again expand on the SWMM model developed as part of Task 5 to simulate the benefits of storm water detention. Peak flow rates would be used to generate typical design hydrographs and identify the volume and allowable discharge from proposed detention facilities. This process will also include a detailed assessment of possible locations for storm water detention. Such locations could include use of existing open spaces and parks, underground detention, or in-line storage. Any proposed detention would be considered in the context of cost, effectiveness, safety and public acceptance.

***TASK 9 – PREPARE CONCEPT LEVEL COST ESTIMATES***

Spicer Group has extensive experience in the design and construction of storm sewer systems. We will rely on a vast amount of project experience and on bid tabulations from similar projects to develop realistic cost estimates. Several of these projects, particularly those in and around Monroe County, will assist us in refining estimated costs to ensure proposed improvements are financially viable.



***TASK 10 – PROVIDE OPTIONS AND POTENTIAL COSTS FOR FOOTING DRAIN/ SUMP DISCONNECT***

Spicer Group staff has had vast experience with footing drain and sump pump disconnection programs, and we will provide the City of Monroe with feasible options for footing drain disconnections. We will evaluate possible grant opportunities and identify potential costs. Mr. Phil Westmoreland and Mr. Daniel Power will be relied on heavily to assist during this task of the project. Mr. Westmoreland has been responsible for designing and implementing several programs that separate foundation drains from sanitary sewer leads in an effort to eliminate basement flooding and sanitary sewer overflows. The programs ranged in size from 100-home pilot projects with Strategic Water Quality Initiatives Fund (SWQIF) funding to over 500 homes funded by the municipalities general fund. Each program was set up to meet the needs of the individual community. The critical component of each program was a thorough public education and outreach program. Ultimately, each program was proven successful with empirical testing that demonstrated substantial flows were removed from the sanitary sewer systems.

Mr. Power served as the chief facilitator of the Downspout Disconnect Program through the Greening of Detroit. This educational program was completed in partnership with the Detroit Water and Sewerage Department (DWSD) and the Southeast Michigan Council of Governments (SEMCOG). During this time, he attended community meetings, educated Detroit residents about water management, and provided downspout disconnection and rain barrel installation training for a downspout disconnect program aligned with Michigan Public Act 4 of 1998.

***TASK 11 – PROVIDE A CONCISE BUT DETAILED REPORT***

Spicer Group will deliver a final report with a summary of our assumptions, calculations, recommendations and all pertinent information collected or developed as part of this project. This report will highlight options to improve the existing storm sewer infrastructure for either the 10 or 25-year storm events with detailed cost estimates for each alternative.

***TASK 12 – PROJECT MEETINGS***

Spicer Group will meet with City staff as needed to discuss and review the project progress. In addition, Spicer Group will be prepared to present the overall project findings at one (1) City Council Meeting. For budgeting purposes, three (3) progress meetings and one (1) public meeting have been included as part of the basic scope of services.



### **OPTIONAL FLOOD MAPPING**

As an optional additional task, Spicer Group can provide detailed flood mapping based on SWMM models developed as part of this study. These flood maps would utilize available LIDAR topographic information to identify the extent of flooding caused by each or any of the modeling scenarios. The cost to provide this service would be \$1,096 for each scenario to be modeled and mapped.

### **QA/QC**

Quality service begins by selecting a project team based on the experience of each team member. Each member is responsible for performing quality work within the confines of the defined scope of work. To accomplish this, Spicer Group provides each team member with the necessary training for the tasks assigned, up-to-date reference materials and appropriate guidelines and checklists. Mr. Hansen will be the QA/QC manager for this project and will work with the project team to instill continuous QA/QC for the duration of this project. In addition, Mr. Hansen will seek input from the City of Monroe at key project milestones to ensure the City's needs are being met.

The project team will complete quality control reviews at the end of each work plan task and prior to finalizing the report. Regular progress meetings, starting with a team kickoff meeting, will be conducted to review work progress and provide feedback. Detailed calculations and plans will be checked by someone other than the preparer for all aspects of the project. The project team will use the company's Project Management Standards and specialized software such as Microsoft Project and Outlook for scheduling. Additionally, Vision accounting software will be utilized to maintain effective and accurate billing records. Progress reports will be provided to the City on a monthly basis that clearly specify the work completed, next steps and anticipated concerns.

Any issues that arise will be addressed as quickly as possible within the project team. The team will identify possible solutions, collect all pertinent information and coordinate with City staff as needed to ensure appropriate actions are being taken. The project manager or the QA/QC manager will then discuss this information with the City contact person in order to reach a resolution. Spicer Group will maintain systematic and continuous communications with the client throughout the project to ensure a successful and high-quality project. By utilizing the above-outlined Quality Assurance and Quality Control plans, Spicer Group's team will ensure a successful project that not only meets the requirements of the project but is also well-documented and conforms to all applicable county and state requirements.



WORK PLAN

**SCHEDULE**

Spicer Group understands the importance of this Storm Water Study and is prepared to complete the work and submit a report within 90 days of award of the project or by April 1, 2015, whichever is later.

**COST**

Spicer Group understands that the cost of the study is very important to the City of Monroe and all the residents within the study area. As a result, Spicer Group will strive to develop practical, straightforward and cost effective recommendations.

Spicer Group has estimated the fee for this study based upon our experience with the actual time required on previous projects of this type. Our fee is based on our standard hourly rates; there will be no mileage charges, printing charges or any additional fees outside of our hourly rates. **The not-to-exceed fee for this study is \$15,296.**

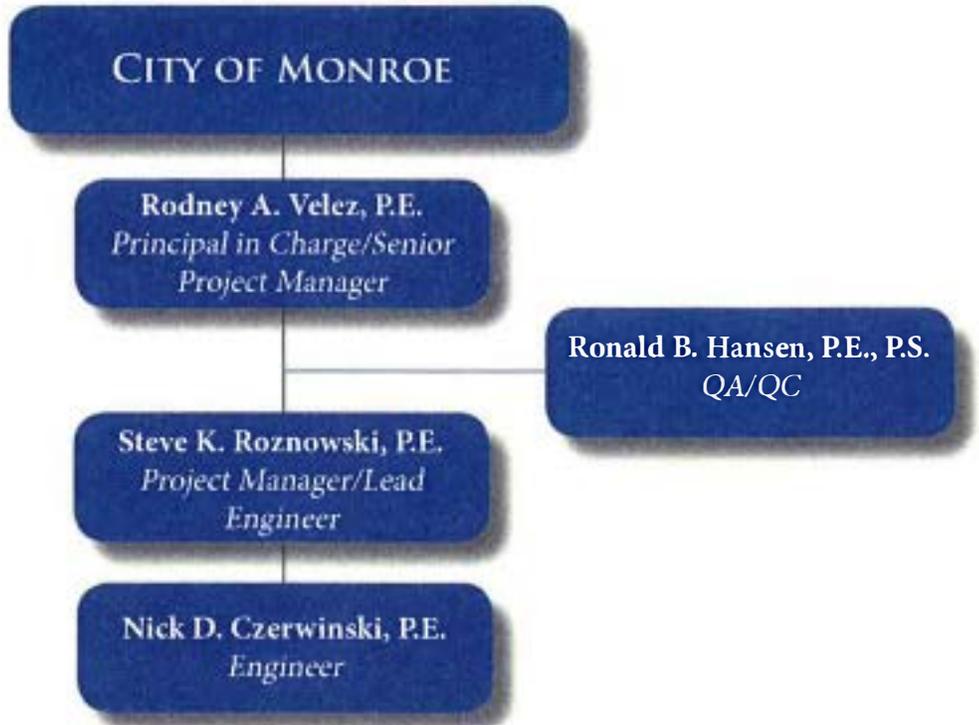
*Professional Engineering Services*  
for  
**St. Mary's Gardens Subdivision Area Storm Water Study**  
**Summary of Estimated Hours and Cost**  
12/16/14



Task Description	Q4/QC	Principal	Project Manager	Design Engineer	Designer	Project Planner	Project Assistant	Total Hours	Summary Task Costs
	Ron Hansen	Rodney Velez	Steve Roznowski	Nick Czerwinski	Bill Becker	Westmoreland and Pover	Vivian Barkto		
	\$160	\$140	\$132	\$105	\$96	\$100	\$68		
<b>BASE PROPOSAL</b>									
1 Review background materials		0.5	2				1	4.1	\$402
2 Field verification of existing infrastructure		0.5	4		2			6.5	\$788
3 Quantify demand on existing storm sewer system		1	4		6			11	\$1,244
4 Review capacity of county drain outlets (Ives & Mason Run)		1	2		2			5	\$596
5 Review capacity of existing storm sewer system	1	1	6	8				16	\$1,932
6 Prepare recommendations for proposed new storm sewers	1	1	4	8				14	\$1,668
7 Constructability and feasibility review	1	1	4		4			10	\$1,212
8 Analyze feasibility and benefit of storm water detention	1	1	4	8			1	15	\$1,736
9 Prepare concept level cost estimates (up to 2 design options)	1	1	4	4	2		1	13	\$1,508
10 Provide options and cost for flooding drain/sump pump disconnect		1	2			4		8	\$964
11 Prepare report	1	3	8		4		1	17	\$2,088
12 Project meetings		4	4				1	9	\$1,156
	Total Hours	7	16	48	28	20	4	5	128
	Total Fee	\$1,120	\$2,240	\$6,336	\$2,940	\$1,920	\$400	\$340	\$15,296
Personal Investment	5.1%	12.5%	17.6%	21.9%	15.6%	3.1%	3.9%		
								<b>SGI Hourly</b>	<b>\$119.50</b>



TEAM ORGANIZATION CHART

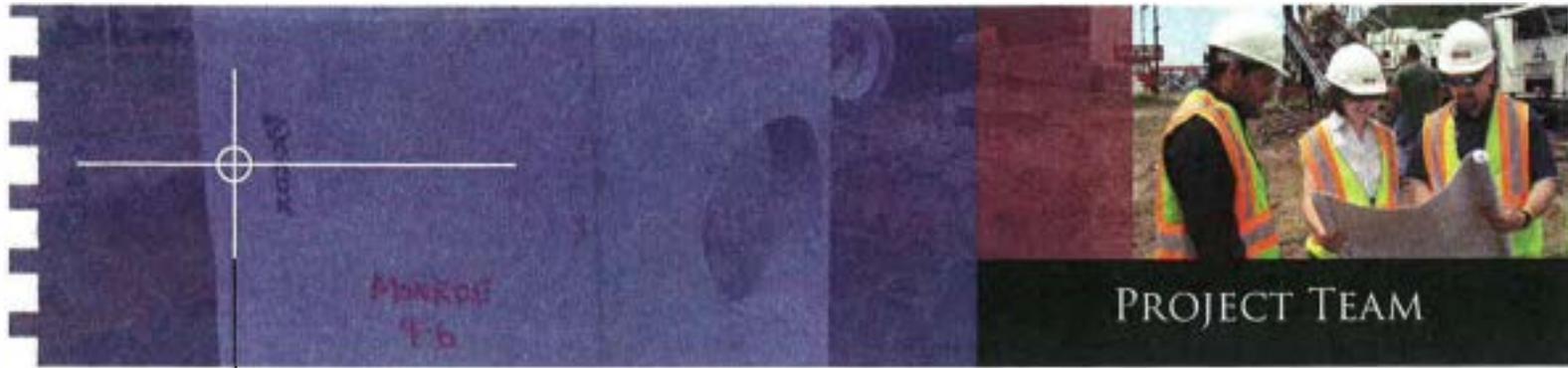


PROJECT TEAM

We have included brief highlights about each team member we are proposing to dedicate to this project. We have also included resumes for each team member that contain more detailed information regarding our team’s qualifications and experience. Resumes are included at the end of this section.

Rodney A. Velez, P.E. - Principal In Charge/Senior Project Manager

- Specializes in providing solutions for drainage and storm water-related problems.
- Mr. Velez has over 14 years of experience working on all aspects of storm water management projects in Southeast Michigan.
- Mr. Velez has a strong track record of successfully completing projects to the satisfaction of his clients.
- On this project, he will deliver a quality product that meets your technical objectives, is practical and is acceptable to all permitting agencies.
- He will ultimately be responsible for the overall efforts of this team and will act as a point of contact between Spicer and the City of Monroe.



**Ronald B. Hansen, P.E., P.S. - QA/QC**

- Specializes in providing solutions for drainage and storm-water related issues.
- Has over 21 years of experience including successful leadership and client satisfaction for complex, large-scale storm water management projects.
- He will work closely with each team member and will be responsible for quality assurance and quality control for this project.
- He is highly regarded in the water resources industry by regulatory agencies, peers and clients.

**Steve K. Roznowski, P.E. - Project Manager/Lead Engineer**

- Specializes in providing solutions for drainage and storm water-related problems.
- Has over 4 years of professional design and construction oversight experience.
- He will be completing the majority of the design and hydrologic and hydraulic modeling on this project with his team of professionals from our Dundee office.
- He was the project manager of the Mason Run Drain project and is very familiar with the St. Mary's Gardens Subdivision and its problems.
- Worked extensively on hydrology/hydraulic calculations and modeling for several similar projects, including the Upper Malletts Creek in Ann Arbor and the Gilkey Creek in Burton.
- Has experience working closely with local governments and concerned citizens to produce effective and reasonable solutions to complex flooding problems.

**Nick D. Czerwinski, P.E. - Engineer**

- Specializes in providing solutions for drainage and storm water-related problems.
- Has over 13 years of professional experience both as a project owner and an engineering consultant on these types of projects.
- He has worked on many storm water projects throughout the state and has performed many different tasks including: survey field work, AutoCAD design, engineering calculations, modeling, and permit preparation.
- He served as the design engineer on many drainage improvement projects in Monroe County including: the Wry Drain, Howard & North Park Drain, Little Lake Drain, Lakeside Drain, SS LaPointe Drain, and the award-winning Swiss Gardens Drain improvement project.

**Phil Westmoreland, P.E. & Daniel Power - As-needed Design Assistance**

- Mr. Phil Westmoreland and Mr. Daniel Power will assist during the drain footing and sump disconnection part of the project. Both Mr. Westmoreland and Mr. Power have had extensive experience with this type of work.

## Rodney A. Velez, P.E.

Principal in Charge/Senior Project Manager

Rodney Velez is a Spicer Group Principal and Project Manager, and is responsible for overseeing Spicer Group's operations in Monroe County. Rodney brings diverse project experience evaluating and designing solutions for civil infrastructure projects. He regularly works with County Drain Commissioners, County Road Commissions, Municipalities, the Federal Emergency Management Agency (FEMA), and the Michigan Departments of Environmental Quality, Transportation, and Agriculture. Rodney is regularly involved at public informational meetings and business functions on behalf of Spicer Group and its clients.

Rodney is responsible for project management, project administration, engineering design, survey coordination, computer modeling, technical calculations, permit acquisition, and coordination with regulatory agencies, utility companies, and contractors.

### RECENT RELATED EXPERIENCE

#### **Mason Run Drain – *Principal in Charge*** **Monroe County, MI**

Principal in charge of overseeing the design and improvements of approximately 14 miles of open drain in the City of Monroe, Frenchtown Township and Rainsville Township. The project was designed to reduce flooding levels in the townships where most of the land was farmed and restore deteriorating vegetated and concrete lined section of the open channel with the City limits.

#### **Wry Drain – *Project Manager*** **Monroe County, MI**

Responsible for overseeing \$1.4 million in storm sewer and street improvements in Monroe Township and the City of Monroe. This project was a drainage system retro-fit to an older neighborhood, and extensive research, mapping and coordination of existing utilities was performed to lay out a design that minimized conflicts with existing utilities.

#### **Howard and North Park Drain – *Project Manager*** **Monroe County, MI**

Responsible for overseeing \$1.8 million in drainage and street improvements in Bedford Township. This project was a drainage system retro-fit to an older neighborhood, and extensive research, mapping and coordination of existing utilities was performed to lay out a design that minimized conflicts with existing utilities.

#### **North Shores Storm Water Pump Station – *Project Manager*** **Monroe County, MI**

Responsible for overseeing the design of a storm water pump station consisting of a duplex submersible station to replace an existing station. Coordinated project with County, LaSalle Township and landowners.

#### **Swiss Gardens Drain Improvements – *Project Manager*** **Monroe County, MI**

Responsible for overseeing \$1.3 million in drainage and street improvements including the

#### Experience:

14 years

#### Registration:

Professional Engineer  
State of Michigan  
License # 57012

Professional Engineer  
State of Georgia  
License # PE039238

Professional Engineer  
State of South Carolina  
License # 31788

#### Certifications:

Storm Water Operator  
· Construction Sites  
# C-03388

Soil Erosion & Sediment  
Control Certification  
# 07-0393

#### Education:

Bachelor of Science in  
Civil Engineering  
Bolivian Private  
University, Bolivia  
South America 1999

#### Professional Experience:

Spicer Group, Inc.  
Since July 2001

Boss Engineering  
West Bloomfield, MI  
Aug. 2000–July 2001

#### Professional Affiliation:

American Society of Civil  
Engineers (ASCE)

American Council of  
Engineering Companies  
(ACEC)

construction of a 6.1-acre-foot detention basin in a local golf course in Bedford Township. Project involved a preliminary study, permitting, easement acquisition, engineering design, plan preparation, assessment roll preparation and construction administration. Also oversaw coordination and permitting with FEMA, the City of Toledo, City of Toledo residents and the need to acquire easements from a local golf course and landowners in both Bedford Township and Toledo.

**Lakeside Drain – Project Manager****Monroe County, MI**

Responsible for overseeing the design and construction of improvements to the drain and storm water pumping station in the City of Luna Pier and Erie Township. Project included coordinating with the MDEQ and MDOT for the establishment of a relief drain to alleviate flooding in Erie Township and reduce the required capacity of the pumping station in the City of Luna Pier.

**Ecorse Creek Drain Flood Control Study – Lead Engineer****Wayne County, MI**

Responsible for all technical aspects of the \$1 million dollar flood control study of the Ecorse Creek Drain. The study of the 19-mile-long watercourse that serves more than 50,000 residents in 10 communities in Wayne County included hydrologic and hydraulic modeling, contour and flood mapping, and cost estimating for alternatives.

**Horner Drain Improvements – Project Manager****Wayne County, MI**

Responsible for overseeing the design and construction of improvements to the Horner Drain. Improvements provided drainage for Willow Run Airport and the proposed Yankee Air Museum campus in Van Buren Township.

**Cook & Gladding Drain – Project Manager****Wayne County, MI**

Responsible for overseeing \$2.5 million in drainage and street improvements, including the installation of large-diameter structures ranging in size from 36-inch pipes to 106-inch Span x 68-inch Rise elliptical culverts in the City of Flat Rock. Project included extensive improvements at Telegraph Road and the jack & bore of a new 48-inch pipe under CN Railroad.

**Mizner Drain – Project Manager****Wayne County, MI**

Responsible for overseeing \$1.5 million in drainage and street improvements including the installation of large-diameter structures ranging in size from 48-inch pipes to 5-foot by 11-foot culverts in the City of Taylor. This project was a drainage system retro-fit to an older neighborhood, and extensive research, mapping and coordination with existing utilities was performed to lay out a design that minimized conflicts with existing utilities.

# Ronald B. Hansen, P.E., P.S.

QA/QC

Mr. Hansen has been with Spicer Group since 1993. He is a senior project manager in the Water Resources Service Department and is responsible for overseeing infrastructure improvement projects. He is also the lead technical consultant for flood control studies. Mr. Hansen regularly coordinates with County Drain Commissioners, County Road Commissions, municipalities, Lake Associations and Improvement Boards, and the Michigan Departments of Environmental Quality, Transportation and Agriculture. He is responsible for ensuring that procedural requirements and design standards are met. He assists with project administration and management, project funding, survey, design, mapping, construction, floodplain, wetland, and inland lake and streams permits, easement preparations, special assessment districts, hydraulic modeling, constructability reviews, and scope negotiations. Mr. Hansen also frequently organizes, attends, and makes presentations at public meetings.

## RELATED EXPERIENCE

### **Paint Creek Restoration – *Principal in Charge*** **City of Rochester, MI**

Responsible for overseeing the design and construction of stream restoration and improvements along 3,500 feet of the Paint Creek in downtown Rochester. The project was aimed at reducing erosion, improving habitat for the in-stream trout populations, improving water quality, and improving recreational opportunities for local residents.

### **Saginaw River Bank Restoration – *Principal in Charge*** **City of Saginaw, MI**

Responsible for overseeing the emergency design and construction of an unexpected erosion condition that was close to causing the destruction of a popular walking trail along the Saginaw River. The project included major riverbank restoration and erosion control efforts.

### **Tittabawassee River Bank Restoration – *Principal in Charge*** **Saginaw County, MI**

Responsible for overseeing the design and construction of erosion control measures along the Tittabawassee River in Imerman Park to reinforce a 600-foot long section of river bank that was close to failing and causing a large pavilion to fall into the river. The project included installation of 40 linear feet of sheet piling and placing more than 2,600 tons of MDOT heavy rip rap.

### **Au Gres River Restoration – *Principal in Charge*** **Arenac County, MI**

Responsible for overseeing the design and construction of river bank and erosion control efforts along several miles of the Au Gres River to eliminate erosion, flooding and drainage issues affecting 10,000 acres of cropland. The solution included removing 170,000 cubic yards of sediment, creating flood benches along low flow areas, slope shaping, and construction of in-stream grade control structures such as rock vanes and rock dams. This project was awarded the *Innovation and Excellence Award* by the Michigan Association of County Drain Commissioners.

#### Experience:

21 years

#### Registration:

Professional Engineer,  
State of Michigan, 1997,  
License # 43307

Professional Surveyor  
State of Michigan, 2007  
License # 54052

Professional Engineer,  
State of Ohio, 2007,  
License # 72850

#### Certification:

Storm Water Operator  
• Construction Sites  
• Industrial Sites

Soil Erosion & Sediment  
Control Certification # 07-  
0394

#### Education:

Bachelor of Science in  
Surveying, Michigan  
Technological University,  
Houghton, MI 2005

Bachelor of Science in  
Civil Engineering,  
Michigan Technological  
University,  
Houghton, MI, 1993

Graduate Courses in  
Hydrology and Ice and  
Snow Engineering

Undergraduate Studies in  
Water Resources,  
Structural, Water and  
Wastewater, and Survey

#### Professional Experience:

Spicer Group, Inc.,  
Saginaw, MI,  
Since 1993

**Traver Creek Drain – *Principal in Charge***  
**Washtenaw County, MI**

Principal in Charge responsible for overseeing design of over 1/2 mile of creek and improvements to two ponds within the Leslie Park Golf Course in Ann Arbor. Responsibilities included design of a stable meandering channel and floodplain area, coordination with the MDEQ for permit acquisition and design of grading and hydrology for new and existing wetland areas. Worked closely with County, City, and golf course staff to incorporate wetland and natural stream features into a functioning golf course.

**Little Salt Creek Restoration – *Principal in Charge***  
**Gratiot County, MI**

Responsible for overseeing the design of green-engineering solutions to reduce erosion and flooding problems in both agricultural and residential areas along the drain. Streambank stabilization and grade-control structures were designed for the upper portions of the drain including cross vanes, vane arms, and rock ford crossings. Geoweb slope protection systems were constructed at agricultural crossings and vegetative BMPs were used for bank stabilization and erosion control in the lower mile of the creek.

**Lakeside Drain – *Principal in Charge***  
**Monroe County, MI**

Principal in Charge responsible for overseeing improvements to this drain and storm water pumping station project including the review and updating of the drainage district boundary, complete layouts of the drain route, analysis of alternatives and coordination of permits with MDOT, MDEQ and local utilities. Also, led the team with presenting findings at a Board of Determination meeting.

**Swiss Gardens Drain Improvements – *Principal in Charge***  
**Monroe County, MI**

Principal in Charge for the drain improvements to the 3-mile-long tiled drain and 6.1-acre-foot detention in the Swiss Gardens Drain in southeastern Monroe County. Project involved a preliminary study, permitting, easement acquisition, engineering design, plan preparation, assessment roll preparation and construction administration. Also oversaw coordination and permitting with FEMA, the City of Toledo, City of Toledo residents and the need to acquire easements from a local golf course and landowners in both Bedford Township and Toledo.

**Mizner Drain – *Principal in Charge***  
**City of Taylor, Wayne County, MI**

Principal in Charge responsible for overseeing \$1.5 million in drainage and street improvements including the installation of large-diameter structures ranging in size from 48-inch pipes to 5-foot by 11-foot culverts. This project was a drainage system retro-fit to an older neighborhood, and extensive research, mapping and coordination of existing utilities was performed to layout a design that minimized conflicts with existing utilities.

Professional  
Affiliations:

Michigan Stormwater-  
Floodplain Association

American Society of  
Civil Engineers

Michigan Association  
of County Drain  
Commissioners  
(MACDC)  
Associate Member

Michigan Society of  
Professional  
Engineers

## Steven K. Roznowski, P.E.

**Project Manager**

Mr. Roznowski is a Project Manager in the Water Resources Services Group, he has primarily focused on the design of drainage improvement projects. He is proficient with hydrologic and hydraulic computer modeling software, including HEC-RAS, EPA SWMM, FlowMaster, CulvertMaster, and the Rational Method. Mr. Roznowski's responsibilities include engineering design, public interaction, computer modeling, technical calculations and writing, project inspections, site inspections, permit acquisition, and coordination with regulatory agencies, utility companies, and contractors.

### EXPERIENCE AND QUALIFICATIONS

#### Northfield Earhart Drain

##### Washtenaw County, MI: December 2011-Present

Engineer responsible for modeling drainage problems and identifying solutions using SWMM. Responsibilities included survey coordination, field inspection, drainage district delineation using GIS software, and client interactions and meetings. Worked closely with client to develop engineering report with recommendations for alternative solutions.

#### Horner Drain Improvements

##### Wayne County, MI: April 2011-August 2011

Engineer responsible for the drainage study which resulted in a recommendation to clean and construct existing drains to provide adequate drainage for Willow Run Airport and the proposed Yankee Air Museum campus. Developed SWMM model to demonstrate the impact of stormwater storage for various alternative designs. Also reviewed and updated drainage district boundary, completed layouts of drain route, analyzed five alternatives, coordinated with local agencies and utilities and prepared the drainage report.

#### Gilkey Creek Stormwater Detention

##### Genesee County, MI: January 2011-June 2011

Engineer responsible for design of regional off-line storm water detention basins totaling more than 100 acre-feet of storage using EPA SWMM. Responsible for ensuring agreement between HEC-RAS model of the Gilkey Creek Drain and detention basin design model in EPA SWMM. Also performed calculations for design of crossing improvements using CulvertMaster.

#### Little Lake Drain Improvements

##### Wayne County, MI: May 2011-December 2011

Engineer responsible for design of crossing improvements and sediment cleanout of the Little Lake Drain. Developed HEC-RAS model of outlet conditions of the drain and created SWMM model of stormwater detention area at upper end of the drain. Worked closely with utility companies to resolve conflicts with proposed culverts.

#### Cass River Watershed Management Plan

##### Genesee, Huron, Lapeer, Saginaw, Sanilac, & Tuscola Co., MI: May 2011-December 2011

**Experience:**

4 years

**Registration:**

Professional Engineer  
State of Michigan 2014  
61024

Professional Engineer  
State of Ohio 2014  
79352

**Education:**

Master of Science  
Civil Engineering  
Colorado State University  
Fort Collins, CO 2010

Bachelor of Science  
Civil Engineering  
Michigan Technological  
University  
Houghton, MI 2008

**Certifications:**

MDEQ Storm Water  
Operator – Industrial  
Sites; Cert # I-11042

MDEQ Storm Water  
Operator - Construction  
Cert. #C-15678

MDEQ Certified SESC  
Part 91 Comprehensive  
Cert. #00314

**Professional  
Experience:**

Spicer Group, Inc.,  
Saginaw, MI  
Since 2010

## **Steven K. Roznowski, P.E. (continued)**

Project Manager

Engineer for development of regional SWMM based hydrology and hydraulic models for urban areas in the Cass River Watershed. Model development included field verification of pipe networks and sizes and incorporation of various stormwater system record documents. Analyzed seven (7) design storms to estimate flow contributions from urban areas to the Cass River.

### **Mason Run Drain Restoration Monroe County, MI: June 2014-Present**

Oversaw construction activities related to restoration of concrete-lined channel and open drain sections of Reach 2 of the Mason Run Drain. Worked closely with the drain commissioner, City of Monroe, contractor, and utility companies to facilitate construction activities.

### **Kochville and Frankenlust Intercounty Drain Stabilization Bay County, MI: March 2011-November 2011**

Worked closely with client to design grade control and bank stabilization measures in the Kochville and Frankenlust Intercounty Drain. Work included cross-vanes and vane-arm installations to stabilize bank erosion and minimize channel incision. Coordinated with contractor and client throughout project construction to adapt grade control features to specific site conditions.

### **Misteguay Creek Intercounty Drain and Dike Improvement Project Genesee, Saginaw, & Shiawassee Co., MI: September 2010-February 2014**

Engineer responsible for design of improvements to 19 miles of flood protection dikes. Used HEC-RAS and GIS to model flooding limits and developed 3-dimensional AutoCAD Civil 3D model of proposed dike improvements. Also responsible for earthwork quantity calculations, preparation of public presentations, client interactions and meetings, and plan preparation.

### **Traver Creek Drain Improvements at Leslie Park Golf Course Washtenaw County, MI: January 2012-September 2014**

Responsible for hydrology and hydraulic calculations and modeling of creek and two (2) ponds. Oversaw work to prepare MDEQ environmental permit. Worked closely with Washtenaw County, City of Ann Arbor, MDEQ, and golf course staff to develop a natural channel design to improve aquatic habitat, reduce sediment loads, and increase golf course aesthetics. Responsible for overseeing construction phase of project.

### **Upper Malletts Creek Stormwater Conveyance Study Washtenaw County, MI: January 2013-February 2014**

Led modeling effort to adapt existing City of Ann Arbor SWMM model to evaluate flooding solutions in the Upper Malletts Creek Watershed. Conducted interviews with affected property owners and assisted in preparation for public presentations. Also assisted in development of technical report of project findings.

## Nicholas D. Czerwinski, P.E.

Engineer

During the past 12 years, Mr. Czerwinski has gained experience with the coordination, design, construction, and inspection for water distribution, sanitary sewer and storm water management systems, including open and closed storm drainage systems. These designs require the use of hydraulic computer modeling with EPA NET, WaterCAD, HEC-RAS, CulvertMaster, FlowMaster, and HEC-HMS. Mr. Czerwinski's experiences and responsibilities include: engineering design, survey coordination, computer modeling, technical calculations, construction inspection, dam inspections, drainage studies, cost estimates, site plan review, site inspections, and coordination with regulatory agencies and utility companies. Mr. Czerwinski also has a great deal of experience in several other areas including: AutoCAD drafting, GIS and data management, and computer construction and maintenance. He is proficient in the following programs and operating systems: AutoCAD Land Desktop, AutoCAD Map, Arcview 3.2, ArcGIS 10, Microsoft Office including Project and Visio, MathCAD, Matlab, Windows, Linux, Solaris, and Apple OS X.

### EXPERIENCE AND QUALIFICATIONS

#### **Brewer Drain – Project Manager Midland County, MI**

Responsible for designing improvements to county drain project including stabilization of the drains outlet into the Pine River which had severe bank erosion and stability concerns, including the hydrologic and hydraulic calculations, bank stabilization design, culvert design, sheet pile check dam design and permitting.

#### **Bradley Drain – Project Engineer Gratiot County, MI**

Responsible for designing improvements to county drain project which exhibited severe bank erosion, including the hydrologic and hydraulic calculations, bank stabilization design, riprap sizing, and permitting.

#### **Ashley Water System Improvements – Project Engineer Village of Ashley, MI 2012**

Responsible for assisting with hydraulic modeling and completing the study and report for improvements to the existing system. Improvements included the replacement of approximately 13,500 line feet of water main in the system, including looping several dead end mains, replacing the existing water tower and water treatment system, and installing a new well, generator and water meters.

#### **Lakeside Drain – Project Engineer Monroe County, 2012**

Responsible for assisting with designing improvements to this Chapter 8 Drain project including the review and updating of the drainage district boundary, complete layouts of the drain route, hydrologic and hydraulic calculations, open channel and storm sewer design, utility coordination and permitting.

#### Experience:

13 years

#### Registration:

Professional Engineer  
State of Michigan  
58360

#### Education:

Bachelor of Science  
Civil Engineering  
Michigan Technological  
University  
Houghton, MI 2006

#### Certifications:

MDEQ Storm Water  
Operator – Construction  
Sites

#### Professional Experience:

Spicer Group, Inc.,  
Saginaw, MI

Saginaw County Public  
Works  
Saginaw County, MI

## **Nicholas D. Czerwinski, P.E.**

Engineer

### **Mizner Drain – *Project Engineer***

#### **City of Taylor, Wayne County, 2010**

Responsible for designing drainage improvements including the installation of large-diameter structures ranging in size from 48-inch pipes to 5-foot by 11-foot culverts. Also assisted with assessment roll development, utility coordination, construction inspection and administration.

### **Swiss Gardens Drain Improvements – *Project Engineer***

#### **Monroe County, 2010**

Responsible for assisting with the design of improvements to the 3-mile-long tiled drain and 6.1-acre-foot detention in the Swiss Gardens Drain in southeastern Monroe County. Tasks included a preliminary study, permitting, easement acquisition, engineering design, plan preparation, assessment roll preparation and construction administration. Also assisted with the coordination and permitting with FEMA, the City of Toledo, City of Toledo residents and the need to acquire easements from a local golf course and landowners in both Bedford Township and Toledo.

### **Northwest Utilities Authority Capital Improvement Plan – *Project Engineer***

#### **City of Zilwaukee, Carrollton Township, Saginaw Charter Township, 2009**

Responsible for assisting with the hydraulic modeling and design of 24-inch force main replacements and 36-inch sanitary sewer replacements, five pump station upgrades, and one pump station replacement for the NWUA system.

### **Lake Tyrone Sanitary Collection/Treatment Improvements – *Project Engineer***

#### **Livingston County, MI Ongoing**

Responsible for assisting with hydraulic modeling and completing a study and report for the replacement of the existing drain field treatment system with a wastewater treatment lagoon system. Also assisted with the Rural Development application process and SRF application process. The project consists of improvements to the collection system involving the replacement of the existing STEP systems with grinder cans, service lead replacements and mainline sewer replacement.

### **Patterson Drain Improvements – *Project Engineer***

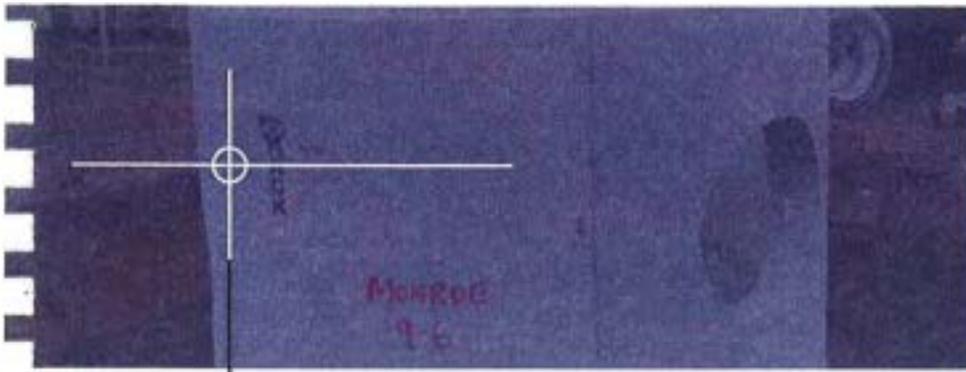
#### **Wayne County, MI 2010**

Responsible for assisting with the drainage district delineation, assessment roll development, open channel and culvert design, utility coordination, cost estimating and construction inspection.

### **Cook and Gladding Drain – *Project Engineer***

#### **Wayne County, MI 2011**

Responsible for assisting with assessment roll development, open channel and culvert design, utility coordination, cost estimating, and permitting.



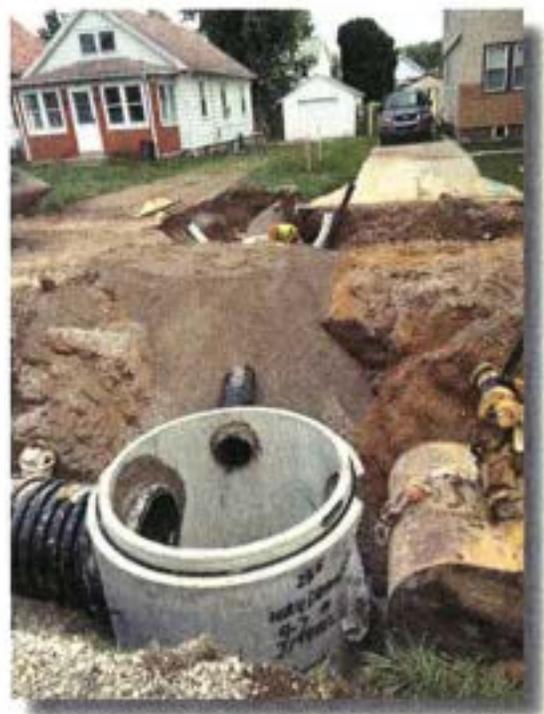
SIMILAR EXPERIENCE

**WRY DRAIN –**  
***City of Monroe/Monroe Township, Monroe County***

With this project, Spicer Group was able to provide long-lasting drainage solutions to several stakeholders within Monroe County at the same time. The Wry Drain was originally constructed more than 80 years ago and crosses the border between the City of Monroe and Monroe Township in Monroe County, Michigan. For the past several years, homeowners living within the historic drainage district would experience severe flooding during even small rain events, prompting county crews to continuously haul large pumps to the area to keep the drain from overflowing and flooding local streets and homes.

Spicer found that a large section of the original vitrified clay pipe had deteriorated. Spicer Group then developed a solution to build a new drainage system under the existing roadways of the area, rerouting the original storm water drain. This plan required installing more than 9,000 feet of storm sewer pipe, 172 new manholes and reconstructing seven streets within the city and the township. The design work for this project, which would normally take up to a year to complete, was done on a three-month timeline so construction could begin to avoid any more flooding.

Even with several different stakeholders involved, including more than 190 landowners, the project was completed ahead of schedule. The entire length of the new pipe was laid during the 2013 construction season and the new roadways completed during the 2014 construction season.





**SWISS GARDENS DRAIN –  
Bedford Township, Monroe County**

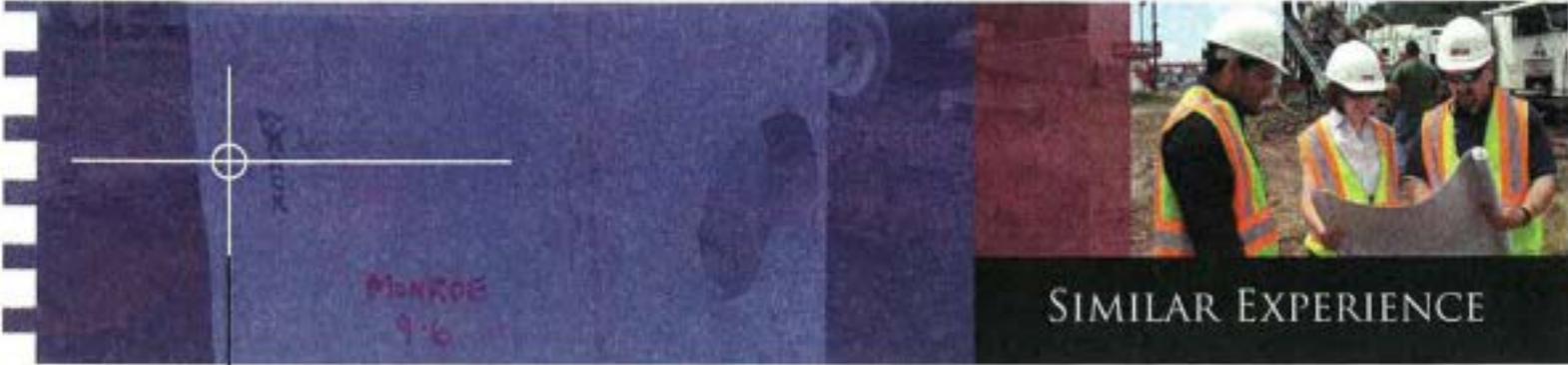
Residents living within the 323-acre watershed of the Swiss Gardens Drain in southeastern Monroe County were originally plagued by repetitive flooding problems and sanitary sewer back-ups. Spicer Group assisted by completing a preliminary study, engineering design, permitting, easement acquisition, plan preparation, assessment roll preparation and construction administration. The ultimate goal of the project was to reduce sanitary sewer overflows, maximize total suspended solids (TSS) removal, reduce erosion downstream and mitigate localized flooding problems.



Initially, a preliminary study was completed which identified the existing storm sewers traversing through residential and commercial property and a mobile home community were significantly undersized and obstructed. Using the data collected during the inspection and survey, the team moved forward with developing alternatives to mitigate flooding for a 10-year design storm.

The team agreed that the most cost-efficient method was to divert the upper half of the Swiss Gardens Drain south across the Ohio state line into Halfway Creek in Toledo. Spicer Group coordinated with the Bedford Hills golf course staff in the design process to integrate a storm water detention basin in a way that enriched the overall architecture of the course while providing storm water storage. The facility added 6.1 acre feet of storage capacity, attenuated flows, and enhanced both a pond and the golf course layout.

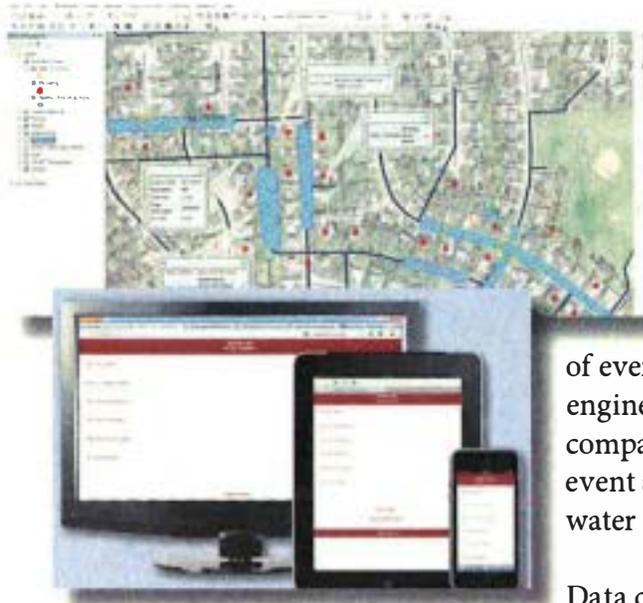




## SIMILAR EXPERIENCE

### UPPER MALLETS FLOOD CONTROL STUDY - *City of Ann Arbor*

A neighborhood in the City of Ann Arbor has been experiencing severe flooding during heavy rain events for many years. Prior to Spicer coming on board, the flooding would happen and leave a trail of destruction so fast, that by the time City and County officials arrived at the scene, the floodwaters would have already receded. This made it difficult for County and City officials to accurately evaluate the flooding without seeing it themselves.



To assist in the development of an accurate model to identify possible solutions to the flooding, Spicer developed an app and website that allows residents to take a picture of flooding as it occurs and add details including the time and address. When data is entered, the information is recorded on an interactive map that shows the details of every flooding incident reported. In return, engineers are able to take that information and compare it with the details of the storm or runoff event and incorporate it into an overall storm water model.

Data collected by the public helped Spicer engineers calibrate an existing City of Ann Arbor SWMM model to better reflect conditions observed in the neighborhood during storm events. With this better understanding of existing flooding problems, engineers were able to identify key areas of the storm sewer system that were undersized or causing flooding. Through a combination of larger storm sewer pipe, relief storm sewers, and storm water detention, Spicer engineers were able to make recommendations to address flooding problems.

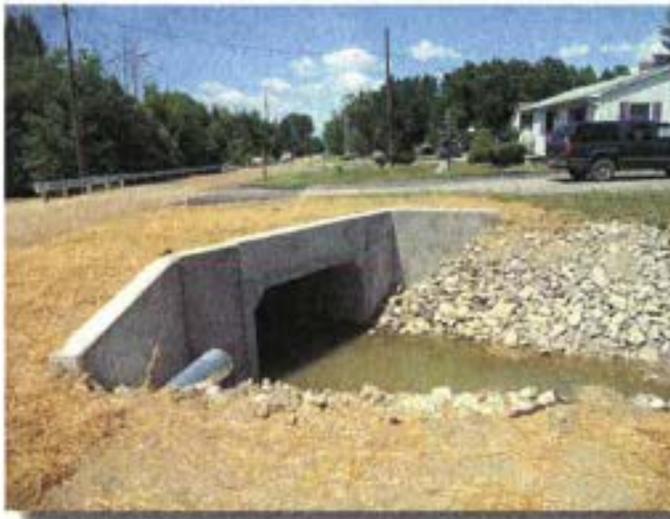
At the end of this process, flood maps were prepared using LIDAR topographic information and SWMM floodwater elevations. These maps highlighted to the client and the public, exactly what proposed improvements could be expected to achieve. This sort of public interaction was key to achieving a solution that was both technically feasible and acceptable to the people living in the subdivision.



**GILKEY CREEK FLOOD CONTROL IMPROVEMENTS -  
City of Burton, MI**

Residents living near the Gilkey Creek in the City of Burton had been experiencing serious property damage for several decades during storm events. Repeated incidents including flooded basements, damaged foundation walls, impassable roads and the loss of personal property was making some residents consider relocating. After being petitioned and determining that improvements to the Creek were necessary, Genesee County Drain Commissioner (GCDC), Jeffrey Wright directed Spicer Group to complete a flood control study to develop solutions to address flooding.

After conducting an extensive flood control study, Spicer identified several potential solutions including extensive maintenance, replacing culverts and bridges and the construction of regional detention basins. Regional storm water detention proved to be a key obstacle to overcome as the drainage district was heavily urbanized making acquisition of land difficult.



A piece of property that came up for sale served as the ideal spot to construct a 120-acre-foot detention facility. Purchasing this land and incorporating it into the design resulted in eliminating millions of dollars in construction costs and future flood damage.

The upland nature of the property allowed engineers to use the natural slope and topography of the land to their advantage. The design approach included strategically constructing a network of three (3) detention chambers that work together to hold back water from large storm events. Excavation efforts were significantly reduced by using as much of the natural contours of the property as possible. Additionally, water control structures were designed to direct detention flows appropriately depending on the size of the storm and amount of runoff entering the watershed. Engineers used the sheer size of the property available to reduce the amount of work needed on the downstream drain instead of increasing the size of the channel, which would have required dozens of new easements. The number of drain culverts needing to be replaced or reconstructed was also reduced.

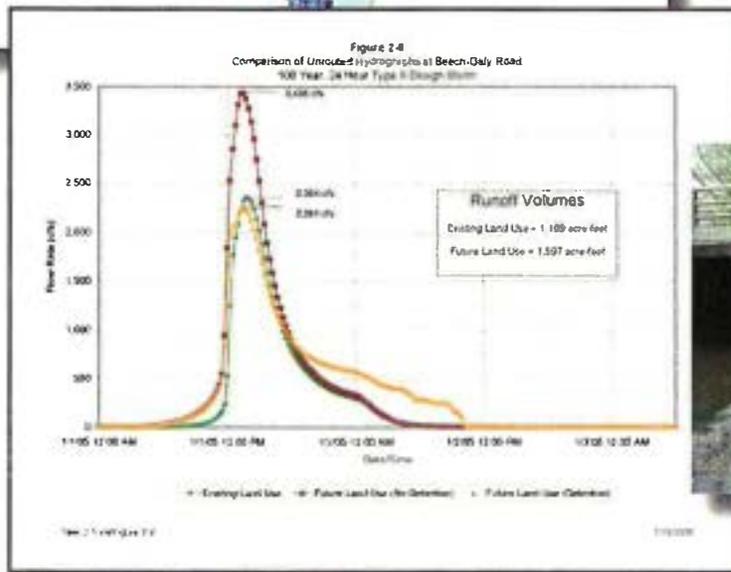
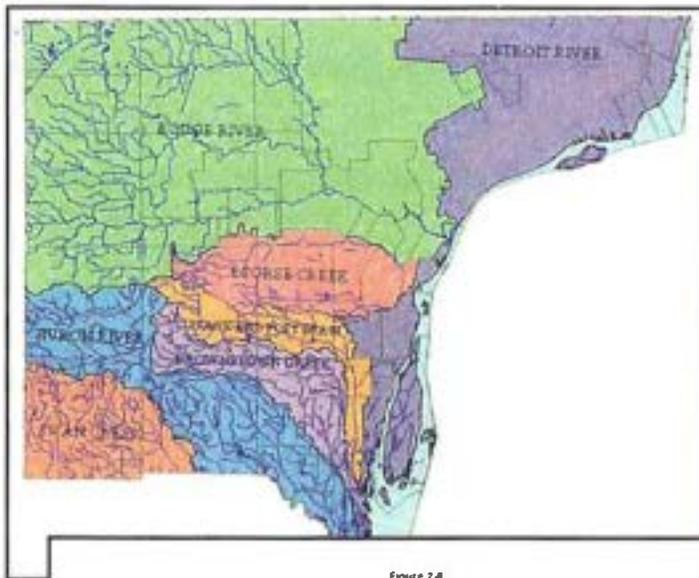
**SIMILAR EXPERIENCE**

**ECORSE CREEK FLOOD CONTROL PROJECT -  
Multiple Communities, Wayne County**

The North Branch of the Ecorse Creek Drain routinely floods residential neighborhoods in the City of Dearborn Heights and several other downriver cities in Wayne County. The Wayne County Department of Environment selected Spicer Group to perform more than \$1 million of work including storm water master planning to complete a comprehensive validated model and study. The scope of the study included the 19-mile-long Ecorse Creek and its regional watershed encompassing more than

50,000 landowners.

This study included extensive modeling, public engagement, and communications. Spicer was also responsible for overseeing the technical components of the flood control study which included hydrologic and hydraulic modeling, contour and flood mapping, and analysis of alternatives and cost estimates to address long-standing flooding problems. A cost estimate for a recommended alternative design was \$230 million.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		<b>CONTACT NAME:</b> certs@pciaonline.com <b>PHONE:</b> (800) 969-4041 <b>FAX:</b> (800) 969-4081 <b>E-MAIL ADDRESS:</b> certs@pciaonline.com															
<b>INSURED</b> Spicer Group, Inc. 230 S. Washington Ave. Saginaw MI 48607-1286		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indem. Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Prop Casualty of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER D: The Phoenix Insurance Co</td> <td>25623</td> </tr> <tr> <td>INSURER E: Hudson Insurance Company</td> <td>25054</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indem. Co of America	25666	INSURER B: Travelers Prop Casualty of Ame	25674	INSURER C: Travelers Indemnity Co	25658	INSURER D: The Phoenix Insurance Co	25623	INSURER E: Hudson Insurance Company	25054	INSURER F:	
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INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 14-15 ALL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			6806C502962	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X, C, U						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability					GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
B	<b>AUTOMOBILE LIABILITY</b>			BA6776M317	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Hired/Non Owned Liability \$ 1,000,000	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP6C5049061347	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			KVMPN083852T67014	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>Professional Liability</b>			AEE72432-04	1/1/2014	1/1/2015	Per Claim \$ 2,000,000
							Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  For Information Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Mike Cosgrove/PAT

December 16, 2014

Michelle J. LaVoy  
Clerk-Treasurer  
City of Monroe  
120 East First Street  
Monroe, MI 48161

RE: Saint Mary's Gardens Subdivision Area Storm Water Study  
Monroe, MI  
Letter Agreement for Professional Services

Dear Ms. LaVoy:

This document contains Spicer Group's proposal to you for the Saint Mary's Gardens Subdivision Area Storm Water Study Project.

Background:

Spicer Group understands that the City is seeking qualified professional engineering services to conduct a study of the Saint Mary's Gardens Subdivision storm water system. It is also our understanding that the City is looking to undertake this study because many residents within this subdivision have experienced basement flooding and street flooding during recent storm events. Possible factors contributing to the flooding problems are: deteriorating storm sewers, lack of storm sewers or sufficient inlets, inadequate overland drainage, clear water connections to the sanitary sewers, and the historically restrictive capacity of the Mason Run Drain and Ives Drain which are the storm water outlets for this subdivision.

Scope of Basic Professional Services:

Spicer's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project as laid out in the Request for Proposal. Unless otherwise directed by you, we will only begin each phase with your concurrence and approval. This proposal will remain valid for 90 days.

Task 1 – Review of background materials

During this task, we will review all background materials provided by the City of Monroe and the Monroe County Drain Commissioner's office. As part of our previous involvement on the Mason Run Drain project, Spicer Group has already reviewed much of this information and has it readily available.

Task 2 – Field verification of existing infrastructure

During this task, we will verify the location of existing storm sewers to ensure that as-built conditions shown on City and County plans are accurate. This is a routine part of Spicer Group's quality control process and our staff has vast experience identifying possible problem areas requiring special scrutiny.

- Task 3 – Determine and quantify the demand placed on the existing storm sewer system  
During this task, we will use hydrologic calculations developed as part of the Mason Run project to calculate contributing surface runoff from right-of-way areas and private property. In addition, typical rates will be used to calculate sump pump and footing tile discharges. These calculations will be combined to determine the anticipated demand on each storm sewer.
- Task 4 – Review the capacity of the county drain outlets  
Spicer Group has already reviewed the capacity of the Mason Run Drain and has had a conversation with the Drain Commissioner regarding the deficiencies of the Ives Drain. Based on this knowledge, our understanding of the downstream constraints is very clear.
- Task 5 – Review the capacity of existing storm sewer system  
During this task, we will develop a basic SWMM model to analyze the capacity of the existing storm sewer infrastructure within the subdivision. The SWMM model will allow us to quickly and easily review the constraints of the infrastructure for different storm events. The model will utilize steady peak flow rates calculated for the 10 and 25-year storm events from each of several sub-catchments to identify areas with inadequate capacity.
- Task 6 – Prepare recommendations for proposed new storm sewers  
For this task, we will use the SWMM model developed as part of Task 5 to analyze proposed infrastructure improvements. These improvements will be added to the model by systematically increasing the size of restrictive pipes until the system can handle each of the design storms. The result will be two (2) separate alternative solutions; one (1) for each of the design storms selected. Special attention will be given to optimize pipe sizes to handle the design storm event at the minimum possible cost.
- Task 7 – Constructability and feasibility review  
Spicer Group understands that there are many constraints within the limits of this study that could impact the successful implementation of a new storm sewer system. During this task, we will perform a cursory review of elevations of existing drainage infrastructure to ensure the improvements calculated in the model can be realized when a project is ultimately constructed. Spicer Group's past experience with similar projects and quality assurance process will help ensure that the proposed improvements can be implemented as-designed.
- Task 8 – Analyze feasibility and potential benefit of storm water detention  
In this task, we will once again expand on the SWMM model developed as part of Task 5 to simulate the benefits of storm water detention. Peak flow rates would be used to generate typical design hydrographs and identify the volume and allowable discharge from proposed detention facilities. This process will also include a detailed assessment of possible locations for storm water detention. Such locations could include use of existing open spaces and parks, underground detention, or in-line storage. Any proposed detention would be considered in the context of cost, effectiveness, safety and public acceptance.

**Task 9 – Prepare concept level cost estimates**

Spicer Group has extensive experience in the design and construction of storm sewer systems. We will rely on a vast amount project experience and on bid tabulations from similar projects to develop realistic cost estimates. Several of these projects, particularly those in and around Monroe County, will assist us in refining estimated costs to ensure proposed improvements are financially viable.

**Task 10 – Provide options and potential costs for footing drain/ sump disconnect**

Spicer Group's staff has had vast experience with footing drain and sump pump disconnection programs and will provide the City of Monroe with feasible options for footing drain disconnections. During this task, we will evaluate possible grant opportunities and identify potential costs. Mr. Phil Westmoreland and Mr. Daniel Power will be relied on heavily to assist during this task of the project.

**Task 11 – Provide a concise but detailed report**

Spicer Group will deliver a final report with a summary of our assumptions, calculations, recommendations and all pertinent information collected or developed as part of this project. This report will highlight options to improve the existing storm sewer infrastructure for either the 10 or 25-year storm events with detailed cost estimates for each alternative.

**Task 12 – Project Meetings**

Spicer Group will meet with City staff as needed to discuss and review the project progress. In addition, Spicer Group will be prepared to present the overall project findings at one (1) City Council Meeting. For budgeting purposes, three (3) progress meetings and one (1) public meeting have been included as part of the basic scope of services.

**Optional Task 13 – Flood Mapping**

As an optional additional task, Spicer Group can provide detailed flood mapping based on SWMM models developed as part of this study. These flood maps would utilize available LIDAR topographic information to identify the extent of flooding caused by each or any of the modeling scenarios. The cost to provide this service would be \$1,000 for each scenario to be modeled and mapped.

**Services Not Included:**

For a clearer understanding of our work scope, the following is not included in our Basic Scope of Professional Services.

1. Update Drainage District Maps for the County Drain Commissioner
2. Update Assessment Apportionment percentages for the Mason Run Drain and Ives Drain
3. Prepare for and assist with 197 Days of Review
4. MDEQ Permitting
5. Soil Borings
6. Smoke testing

*Saint Mary's Gardens Subdivision Area Storm Water Study*

*December, 16, 2014*

*Page 4 of 5*

7. Video inspection of storm sewers
8. Design Survey
9. Easement Preparation
10. Final Design and Bidding Documents
11. Construction Administration

Additional Services:

We will furnish additional services related to this project after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fee Schedule:

We will submit monthly invoices to you for our basic professional services, and any additional authorized services. Our fee is based on our standard hourly rates. There will be no mileage charges, printing charges or any additional fees outside of our hourly rates.

Our proposed Not-to-Exceed fee for our Basic Professional Services (Task 1 through Task 12): is \$15,296.00.

Optional Services:

Flood Mapping (Task 13) can be added to the contract for \$1,096.00 per each map developed.

We have calculated these fees based on our understanding of what you want us to do and what you have included in the request for proposal. Attached to this letter is a copy of our general conditions for our services which are part of this agreement.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us.

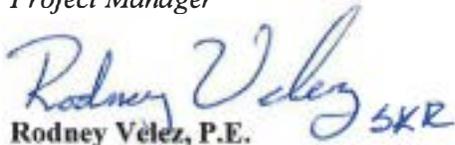
*Saint Mary's Gardens Subdivision Area Storm Water Study*  
*December, 16, 2014*  
*Page 5 of 5*

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Steve Roznowski, P.E.**  
*Project Manager*



**Rodney Velez, P.E.**  
*Principal | Sr. Project Manager*

**SPICER GROUP, INC.**  
125 Helle Boulevard, Suite 2  
Dundee, MI 48131  
Phone: (734) 823-3308

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Above proposal accepted and approved  
by Owner.

**CITY OF MONROE**

By: \_\_\_\_\_  
Authorized Signature

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

Cc: SGI File  
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agreement.docx

## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

**2.7 Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**2.8 Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

**3.1 Construction Layout.** If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

**3.2 Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

**3.3 Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

**3.4 Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

**3.5 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

**3.6 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

**3.7 Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

**3.8 Buried Utilities.** OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.



## CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** NORTH MONROE STREET STREETScape – ELM TO WILLOW – PROFESSIONAL SERVICES AWARD

**DISCUSSION:** At various times in recent years, consideration has been given to performing more comprehensive enhancement work, or a “streetscape”, along North Monroe Street, particularly between Elm Avenue and Willow Street. This area lies within the tax increment financing Downtown Development Authority (DDA) district boundaries and has entirely commercial frontage along the east side of the roadway, with the historic St. Mary’s Church and elementary school on the west side. The east side sidewalks are in very poor condition, and most of the adjacent building doorways do not meet Americans with Disabilities Act (ADA) standards with respect to the slope of adjacent sidewalks. There are very few trees on the east side, and the lighting on the entire block is the typical urban “cobra head” fixtures that, while providing adequate illumination to roadway traffic, do not provide the appropriate historic context that is desired along this State of Michigan-designated Historic Heritage route. The west side of the roadway, while not having sidewalk from property line to curb as does the east side, could also stand to benefit from increased and uniform tree planting.

The Engineering and Community Development Departments submitted a grant application for funding through the Federal Transportation law’s Transportation Alternatives Program (TAP), which provides funding primarily for non-motorized transportation and enhancement-type activities. While we were not initially selected for funding through the usual Southeastern Michigan Council of Governments (SEMCOG) pool, the Michigan Department of Transportation (MDOT) gave the City funding out of its own discretionary program allocation, presumably because of the historical significance of the area and adjacency to a State trunkline (M-125). We were formally notified on November 3, 2014 that we had been selected for funding, and the grant summary and cost estimate have been attached for your information. Unfortunately, the time frame for this project is extremely tight, as the \$229,500 in Federal funds must be obligated by September 30, 2015 or the grant funding will be lost. Further, due to Federal budget constraints in the overall program, in 2014 obligations were cut off in mid-July, so for safety the City must plan to expeditiously design and prepare this project for initial submission to MDOT, along with all other review agencies, no later than mid-March to ensure the schedule can be met. As a result of this short time frame, while City staff is capable of designing a project of this magnitude, it has been determined that we should seek the services of a consulting firm to prepare the design and permitting.

The Department of Engineering and Public Services Department prepared the attached Request for Proposals (RFP), which was posted on the Michigan Intergovernmental Trade Network (MITN) on December 8, 2014. Three (3) firms provided proposals to the City on the due date of December 22, and were reviewed by a selection team consisting of the Director of Engineering and Public Services, the Director of Water and Wastewater Utilities, and the Director of Economic and Community Development, and the Executive Director of the DDA. The submitted project costs for the vendors ranged from \$19,916 to \$24,500, though only 15% of the selection was based on cost, and all appeared to be capable of performing the work satisfactorily. While not submitting the lowest cost proposal, the selection team has determined that The Mannik and Smith Group provided the most advantageous proposal, in that the project team has extensive experience in projects in the immediate vicinity and some recent local streetscape work as well in Maybee and Deerfield. Further, we have utilized their services on time-critical projects with Federal funding in recent years (particularly stimulus roadway and water main funding in 2009-2011) and they have always been able to meet tight time frames such as exists on this project. Their proposal is attached for your information.

During the review of proposals, the Director of Water and Wastewater Utilities raised the issue of possible replacement of the existing 6” cast iron water main on the west side of Monroe Street (in the terrace area or under the sidewalk) and lining of the sanitary sewer on the east side of the roadway, consistent with utility coordination that is typically done when roadways are resurfaced. While this work was not included in the scope of the RFP, past experience with The Mannik and Smith Group in extensive water main design would further strengthen the case for the selection of them as our design consultant. Should Council approve this award, we would respectfully request authorization to negotiate a price for this work as well. In all likelihood, we would bid any utility work separately rather than include it in the streetscape bids, due to typically MDOT bidding lead times and the unrelated nature of the work.

**(DISCUSSION CONTINUED NEXT PAGE)**

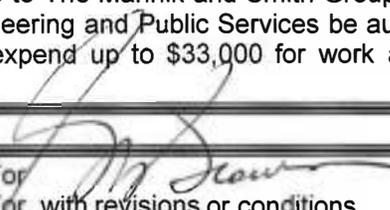
**(DISCUSSION CONTINUED)**

Neither the streetscape design nor the water main replacement has been funded yet as a part of the current year Capital Improvements Program, which is typical for competitive grants, though allocation of necessary matching funds will be a part of the 2015-16 Capital Improvements Program submission. There are numerous possible funding sources for this local match, including the Major Street Fund (non-motorized improvements are an eligible expense), Capital Projects Fund / General Fund, DDA fund reserves, and / or Special Assessments, in any combination. The DDA has already been approached on this topic at its December meeting but has not yet committed to any specific amount, though they were asked to fund the required 20% (\$57,400) construction match at a minimum. In addition to these funds, all design, construction inspection, and contingencies also must be funded by the City, and we have estimated the total City match to be roughly \$140,500. The City Administration will continue to pursue funding through the DDA in particular, since these types of capital projects are one of the principal reasons for the formulation of the DDA in 1978, and this project location had been specifically suggested in past years by previous boards as a priority project. While Special Assessment to the adjacent property owners remains a valid funding source, particularly for the sidewalk replacement costs on the east side, this project has the additional complication that full sidewalk replacement to the building doorways on private properties requires formal grading permits by MDOT rules, and negotiations for these permits at no cost (generally preferred due to acquisition requirements) could be greatly complicated and delayed by a Special Assessment component to the funding.

For the present award, to avoid delay, we are recommending that funds be allocated from the Major Street Fund balance, which can be reimbursed if funding is provided from another source in the future. While the proposal lists a "Not to Exceed" fee of \$23,900 for all activities, the Engineering Department would like to make provisions to include additional work activities should they be found to be necessary during the course of design, and to make provisions to negotiate for water main design as well. As such, we are asking for authorization to expend up to \$25,000 under this award for the base streetscape design, and as much as \$8,000 from the Water Fund.

**IT IS RECOMMENDED** that a professional services award be made to The Mannik and Smith Group, Inc. for the above work for the base amount of \$23,900, and that the Director of Engineering and Public Services be authorized to execute any necessary agreement documents on behalf of the City and expend up to \$33,000 for work activities under this contract in total.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible, preferably January 5, 2015

**REASON FOR DEADLINE:** Grade Inspection (initial) submittal is due to MDOT by March 20 to ensure placement on the August bid letting (likely last available opportunity for Federal Funds obligation)

**STAFF RECOMMENDATION:**            X For             Against

**REASON AGAINST:** N/A

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Engineering and Public Services Department, Water Department, Wastewater Department, adjacent property owners, roadway users, community at large

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$490,000*
	Cost of This Project Approval	\$33,000**
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

\*Includes present estimates of \$286,800 for base construction costs, roughly \$43,200 in design and construction inspection costs, \$40,000 in contingencies, and \$120,000 for water main replacement.

\*\*Includes base "Not to Exceed" fee of \$23,900 plus additional contingency authorization for additional work activities as necessary and desirable plus water main design.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	Major Street Fund Balance		\$25,000
	Water Fund Reserves or transfer from other projects		\$8,000

Other Funds

Budget Approval: 

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Dir. of Engineering and Public Services    **DATE:** 12/23/14

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** January 5, 2015



# CITY OF MONROE REQUEST FOR PROPOSALS NORTH MONROE STREET STREETScape DESIGN ELM AVENUE TO WILLOW STREET

## 1. Purpose of Work / Project Background:

The City of Monroe has recently been awarded a grant through the Transportation Alternatives Program (TAP) for streetscape work on North Monroe Street between Elm Avenue and Willow Street. The City is soliciting proposals for comprehensive design services, including preparation of any necessary construction plans, special provisions, permit submissions, and other coordination activities necessary to prepare the project for bidding through the Michigan Department of Transportation (MDOT) Local Agency Program. All work is to be compliant with the Americans with Disabilities Act (ADA), including modifications as necessary to provide for front doorway compliance of adjacent buildings whenever possible. Some work may need to occur on private property and may require formal grading permits.

Proposals will be accepted from single firms or teams of firms, with only one proposal accepted per project team. This request has been placed on the Michigan Intergovernmental Trade Network (MITN), and all clarifications or changes will be posted on that site as well.

Since the project is being bid through MDOT, is within the right-of-way of a State trunkline, and will be reviewed by the State Historic Preservation Office (SHPO), particularly with respect to the aesthetic design, MDOT Prequalification in "Landscape Architecture", "Municipal Utilities", and "Roads & Streets" is required of the vendor or vendor team:

## 2. Supporting Documentation

The following documents are available for review, either for use in preparing project work plans or following consultant award, and have been posted on MITN. Parties interested in obtaining printed copies of these items will be charged appropriate copy charges by the Engineering Department. Contact City of Monroe Engineering Department, 120 East First Street, Monroe, MI 48161, (734) 384-9126, Monday through Friday, 8:00 A.M. to 4:30 P.M., or email [patrick.lewis@monroemi.gov](mailto:patrick.lewis@monroemi.gov).

- a. Grant Application as submitted to MDOT (note some pages were revised from original submittal) – 12 pages
- b. Location Map – 1 page. This was submitted as a part of the grant application package.
- c. Sample Project Area Photographs – 4 pages. Note that these were part of the grant submittal and were taken prior to the replacement of curbs and some sidewalk by MDOT in 2014.
- d. Cross Section – 1 page. Note that this was a generic cross section submitted to MDOT as part of the grant application and does not represent detailed final design.
- e. St. Mary's Church Impact of Work Description – 1 page. This was submitted for SHPO review as a part of the grant application package.
- f. Site Plan – 1 page. More detailed concept layout submitted as part of the grant application. Does not represent final design.

- g. Grant summary report – 1 page. Provided by MDOT as part of the grant award.
- h. Pre-Implementation Project Development Guide – 2 pages – Provided by MDOT as part of the grant award.
- i. Program Application and Letter – 18 pages. Note that original program application listed the City as designer, and this will need to be amended prior to project submission.

### 3. Scope of Work:

The selected consultant for this project shall, at a minimum, perform the following work activities:

- Review applicable background materials, including grant submittal and award information, and specific MDOT and SHPO programming and project submittal requirements.
- Prepare construction drawings for all work in AutoCAD 2014 or 2015 format from City of Monroe base survey data. Base topographic survey data will be provided in AutoCAD 2014 or 2015 format from the City of Monroe no later than January 20, 2015 and will include features from back of curb to building front on the east side of the roadway and back of curb to east sidewalk line on the west side of the roadway. Any additional survey data that may be required or desired by the consultant during the course of design will be obtained and provided by the City of Monroe upon request. Survey limits for the project will be from the north curb line of Elm Avenue to the south curb line of Willow Street. Top of curb, door tread, and any other features in between that are relevant to the expected design will be collected by City of Monroe staff as a part of this survey. Plans shall generally be to scale of 1 inch equals 10 feet to show appropriate detail, and shall include any necessary detail views and other plan sheets as required by MDOT or those customarily associated with a project of this type.
- Prepare any necessary special provisions, maintaining traffic plan, progress schedule, utility coordination clause, and the like, for incorporation into the MDOT bid package.
- Recommend appropriate street tree species, size, and caliper to be installed, and determine appropriate locations along the corridor. Tree installation and maintenance (watering and cultivating) shall be included in the bid documents.
- Coordinate with DTE Energy on removal of existing poles, removal of existing and installation of new wiring, and installation of new decorative poles with LED fixtures, as necessary for complete and seamless integration into the overall construction contract. Obtain agreement from DTE and incorporate into force account programming for overall project. DTE present contact is Reginald Brown and he has been made aware of this project on December 1.
- Make contact with adjacent property owners, particularly on the east side of the roadway, to determine building access needs and extent of sidewalk modifications. Prepare any necessary grading permits for signatures by the City of Monroe and property owner in advance of the programming deadlines for MDOT.
- Prepare right-of-way permit application and submit to MDOT Brighton office.
- Prepare documents for Section 106 review and submit to SHPO. Note that the City of Monroe Historic Preservation Planner will provide specific research assistance on particular properties as needed. This submittal will likely need to occur prior to the grade inspection submittal to MDOT due to typical review time frames.

- Make any necessary revisions to the above for resubmittal to MDOT in order to meet bid letting timelines.
- Perform any other work normally associated with a project of this type.

The consultant will not generally be expected to participate in numerous public presentations on the proposed recommendations. However, the scope of work will include various review meetings and phone conversations with City of Monroe staff and other stake-holders normally and customarily associated with a project of this magnitude. Attendance at one City Council meeting for presentation of the overall design, if necessary, should be assumed. The City of Monroe plans to perform contract administration and inspection during the construction phase.

#### 4. Schedule:

Proposals are due on Monday, December 22, 2014 at 10:00 A.M. It is anticipated that the Engineering Department will present the selected proposal for City Council award at the January 5, 2015 (early date) or January 20, 2015 (late date) City Council meetings. Consultant should be prepared to commence work activities as soon as possible following award, and submit the Grade Inspection package to MDOT by their deadline of March 20, 2015 for the August 7, 2015 bid letting. All work activities should be completed by May 22, 2015, which is the deadline for final submission for the same bid letting.

#### 5. Proposal Submission:

A complete listing of all fees for service shall be provided, including hourly employee rates (including overtime if applicable), mileage charges, and a description of any additional fees. As the City plans to use the professional services agreement form provided by the consultant in lieu of a standard form of its own, consultant shall provide this with the submittal as well. Liability insurance must be provided by the consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and evidence of this should be submitted in the proposal. **Proposals shall include an overall "Not to Exceed" fee for the entire Scope of Work defined in Section 3 of this Request for Proposals.**

The proposal shall consist of as few pages as possible, and shall include, at a minimum, a listing of available project personnel with resumes and listing of qualifications, certifications, and general experience, description of staff availability, statement of experience on similar projects, listing of quality control / quality assurance procedures, and any other relevant information. Consultant is expected to demonstrate competence in general civil engineering design, with special emphasis given for streetscape and enhancement-type projects similar to this project being proposed by the City of Monroe. Experience with MDOT procedures is imperative. In no case shall proposals exceed 20 pages, excluding resumes, insurance certificate, and example professional services agreement form.

Questions on this RFP must be submitted in writing via fax or email by the close of business (4:30 P.M.) on Monday, December 15, 2014. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review should notify the City of Monroe in writing or via email of their intention no later than this date, to ensure that all interested consultants will directly receive emailed answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Wednesday, December 17, 2014, and the responses and / or any revisions to the RFP will be sent to all of these consultants and posted to the Michigan Intergovernmental Trade Network (MITN). Questions should be submitted to Patrick M. Lewis,

P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161 or email patrick.lewis@monroemi.gov.

Six (6) original submittals are due by 10:00 A.M. on Monday, December 22, 2014 to the office of the Clerk-Treasurer, where a public acknowledgement of their submission will be made, but pricing will not be read. Proposals will be available for public inspection for a short time following their opening, and subsequently upon request to the Clerk-Treasurer. The Engineering Department plans to award a contract at the January 5, 2015 City Council meeting, but submitting firms should be aware that it is possible this award could be delayed until the January 20 City Council meeting if additional time is desired to review proposals.

Proposal should be submitted to:  
Michelle J. LaVoy, Clerk-Treasurer  
City of Monroe  
120 East First Street  
Monroe, MI 48161

The exterior of the submittal envelope must clearly indicate that the submittal is in response to the North Monroe Street Streetscape Design RFP or similar wording, in order to ensure that it is opened at the appointed time and routed correctly.

#### 6. Costs:

All prices shall be quoted in U.S. dollars. If any uncertainty exists, quote estimated cost or a range of costs. Unless respondents specifically note otherwise, any and all quoted prices will be considered firm through December 31, 2015 or the completion of all contract work, whichever is later. A "Not to Exceed" price should be supplied for all of the required work activities. Cost will not be the sole determining factor, but will be considered as a part of the consultant selection.

#### 7. Selection Process:

Selection of the consultant shall be based on the qualifications and past experience of all firms submitting proposals for the work, availability of staff, and costs, where a substantial difference exists. Past experience with City of Monroe design and construction projects will be considered, as well as the understanding of the consultant of the complete service to be provided. A final score sheet will not be released, though individualized feedback may be provided to non-selected consultants upon request. As this is a professional services selection, the City reserves the right to award to any firm in its sole best interest. The scoring will be as follows (total of 100 points possible):

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

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

# City of Monroe

## North Monroe Street Streetscape Design – Elm Avenue to Willow Street

### Response to Questions - Issued December 17, 2014

Questions in black font, answers are in red font

- Has the type of DTE light pole and fixture been determined or can the consultant make a recommendation?  
DTE will likely be providing the Washington Postlite as manufactured by Holophane, as this is their decorative option available most closely resembling the City-owned decorative lights on South Monroe Street between the river and First Street. The poles will also include banner arms and receptacles, if allowed by DTE. This same pole was also used in 2012 for the renovation of the City parking lot on the south side of the river, west of Monroe Street. LED fixtures will be used.
- Is attendance at the Grade Inspection meeting required?  
Yes, the City would need to have the consulting firm attend the Grade Inspection meeting, along with the City Engineer.
- Is the consultant to attempt to acquire the grading permits or just prepare them?  
The consultant will need to assist with the majority of this process, including making initial contact with property owners, preparation of any sketches needed to convey the needed information and any reasonable conditions desired by the property owner. The City can mail the formal correspondence to the property owner, and the City has a standard form that has been used in the past that is believed to be satisfactory to MDOT Local Agency Programs. The City will be the signatory party on the permits themselves.
- Can the west side plan be 1 inch equals 20 feet instead of 1 inch equals 10 feet?  
Yes, that is acceptable on the west side. The 1 inch equals 10 feet is still required for the east side due to the likely detail needed.
- Is the consultant required to prepare a Joint Permit Application for the work in the flood plain?  
Yes, the City would like the consultant to prepare a Joint Permit Application for the work in the flood plain, but the City will be responsible for paying any fees to the MDEQ (and any other permit fees for that matter on any other regulatory permits such as the MDOT right-of-way permit, if applicable). It is not expected that the permit submittal will require the preparation of any drawings beyond those already necessary for the Grade Inspection submittal, and if they are, the City will negotiate further pricing with the consultant for any resubmittals.



## Grant Summary

Date: 11/03/2014

Page: 1 of 1

**Grant Type:** Transportation Alternatives Program

**Grant Number:** 2014057

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Grant Percentage	Status	Grant Year
01	City of Monroe	M-125 North Monroe Street Streetscape - Elm to Willow	\$229,450.00	\$57,350.00	80.00%	Proposed	2015
<b>Total:</b>			<b>\$229,450.00</b>	<b>\$57,350.00</b>	<b>80.00%</b>		

**Section Grant Section Description**

01 The City of Monroe will construct a streetscape project on North Monroe Street from Elm Avenue to Willow Street. The improvements include some spot sidewalk replaement, the addition of trees and tree grates, decorative streetlighting and benches. This project will mimic the work that has been done in the portion of Monroe's downtown that lies south of the River Raisin. The total project budget is \$286,800 with \$229,450 in federal funds and \$57,350 in local match from the City of Monroe.  
Streetscape Improvements

**Historic Property Funding Condition**

This project must be designed and implemented in accordance with the Secretary of Interior's Standards for Rehabilitation (National Park Service, 1990). The applicant must submit design plans to the State Historic Preservation Office (SHPO) for review as part of the overall environmental clearance for the project (see the MDOT Local Agency Programs (LAP) website [www.michigan.gov/mdotlap](http://www.michigan.gov/mdotlap), for SHPO Environmental Review form/instructions). The SHPO will determine whether or not the design complies with the Standards. If the design does not comply with the Standards, the applicant must alter the design to address SHPO comments before the notice to advertise will be granted.

**Funding Condition**

Transportation Alternatives Program (TAP) funding is conditional upon the items mentioned in the correspondence from the MDOT Office of Economic Development conveying the conditional commitment, supporting documentation, as well as fund availability. Federal transportation funding could be subject to congressional approval of a rescission, reducing or eliminating the remaining unobligated funds. The amount of TAP funding that Congress has authorized for expenditure is provided on a first come, first served basis to the projects that have completed the steps necessary to request federal fund authorization from the Federal Highway Administration. These steps typically include submitting completed plans, a cost estimate, specifications, and obtaining all necessary permits, clearances, an executed agreement, and matching funds. In addition, funding is conditional upon CONGRESS' REAUTHORIZATION OR EXTENSION OF MOVING AHEAD FOR PROGRESS IN THE 21st CENTURY ACT (MAP-21) CONTINUING TAP FUNDING.

**Important Note on TAP Funding for Local Agencies**

Federal TAP funds shall be applied to the eligible items of the total participating project cost up to the lesser of: (1) the TAP grant amount, or (2) an amount such that 80 - 81.85 percent, the maximum federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the participating project cost, after deduction of TAP Funds, shall be the responsibility of the grant applicant. All of the non-participating cost shall be the responsibility of the grant applicant. In addition to the limits mentioned above, TAP funds are capped at the applicable low bid amount and shall not be applied to any extra construction costs or construction over-runs; these costs shall be the responsibility of the grant applicant.

**Application Details** - TA 2014057.01, City of Monroe, North Monroe Street Streetscape - Elm to Willow, Open

**Budget**

**Participating Items of Work**

Item of Work	Quantity	Unit	Unit Cost	Item Cost
Mobilization	1.00	LS	\$15,000.00	\$15,000.00
R & D Pavement	250.00	SYD	\$11.00	\$2,750.00
R & D Sidewalk	1,000.00	SYD	\$12.00	\$12,000.00
R & D Tree and Grate	2.00	EACH	\$500.00	\$1,000.00
F & I 5" Concrete Sidewalk	9,000.00	SFT	\$6.00	\$54,000.00
F & I 8" Concrete Drive Approach	250.00	SYD	\$35.00	\$8,750.00
F & I Decorative Light Pole	25.00	EACH	\$6,000.00	\$150,000.00
F & I Tree Grate	10.00	EACH	\$2,000.00	\$20,000.00
F & I Bench	3.00	EACH	\$500.00	\$1,500.00
Traffic Control	1.00	LS	\$10,000.00	\$10,000.00
Site Preparation for Trees	20.00	EACH	\$125.00	\$2,500.00
F & I Malus "Prairie Fire", 2-1/2 inch	10.00	EACH	\$300.00	\$3,000.00
F & I 2-1/2" Autumn Brilliance Serviceberry	10.00	EACH	\$300.00	\$3,000.00
Watering and Cultivating, First Season	20.00	EACH	\$50.00	\$1,000.00
Watering and Cultivating, Second Season	20.00	EACH	\$65.00	\$1,300.00
Site Restoration (Trees and West side of roadway)	200.00	SYD	\$5.00	\$1,000.00
<b>Total:</b>				<b>\$286,800.00</b>

**Non-Participating Items of Work:**

Item of Work	Quantity	Unit	Unit Cost	Item Cost
<b>Total:</b>				

**Participating Match Details:**

Source	Type	Amount	Match Percentage
City of Monroe (Act 51 or Capital Proj.)	City/Village	\$57,400.00	20.01%
<b>Total:</b>		<b>\$57,400.00</b>	<b>20.01%</b>

**Source of Non-Participating Funds:**

**Project Summary**

Participating Items:	\$286,800.00
Non-Participating Items:	\$0.00
<b>Project Total:</b>	<b>\$286,800.00</b>

**Request Summary**

Grant Funds:	\$229,400.00	79.99%
Match:	\$57,400.00	20.01%
<b>Participating Costs:</b>	<b>\$286,800.00</b>	<b>100.00%</b>

# PROPOSAL

## NORTH MONROE STREET STREETScape DESIGN ELM AVENUE TO WILLOW STREET



DECEMBER 2014

PREPARED FOR:  
CITY OF MONROE

PREPARED BY:  
THE MANNIK & SMITH GROUP, INC.





December 22, 2014

Ms. Michelle J. LaVoy  
Clerk-Treasurer  
**City of Monroe**  
120 East First Street  
Monroe, MI 48161]

**Re: Proposal for North Monroe Street Streetscape Design**

Dear Ms. LaVoy:

The Mannik & Smith Group, Inc. (MSG) appreciates this opportunity to submit our qualifications of engineering services to develop plans and specifications to MDOT Local Agency Standards for Streetscaping North Monroe Street from Elm Avenue to Willow Street. We are confident that our depth of technical capabilities, record of dedicated personal service, knowledge of Monroe County and especially the City of Monroe's streetscape and utility systems, makes us very well qualified to serve the City in this project. MSG is a full service engineering, surveying and environmental consulting firm with offices in Monroe, Canton, Detroit and Maumee. The City will be served entirely from our Monroe office, where our Michigan Municipal Services Division is located. MSG has been providing quality engineering services to Monroe County for almost 24 years and has been in business for over 55 years. Mr. Barry A. Buschmann, PE, Senior Vice President will serve as Partner-In-Charge assigned to the City and is authorized to execute the proposed contract. Mr. Donald A. Link, PE, Senior Project Manager will be in charge of the project and he or Mr. Buschmann are authorized to answer questions concerning our submission.

Barry A. Buschmann, PE  
Phone: (734) 289-2200; Fax: (734) 289-2345  
Email: [BBuschmann@MannikSmithGroup.com](mailto:BBuschmann@MannikSmithGroup.com)

Donald A. Link, PE  
Phone: (734) 289-2200; Fax: (734) 289-2345  
Email: [DLink@MannikSmithGroup.com](mailto:DLink@MannikSmithGroup.com)

**MSG brings with it many strengths that other firms DO NOT have:**

- **Familiarity with City utility systems**
- **Specific knowledge of utilities within the project limits**
- **Historical knowledge of the existing streetscapes**
- **Familiarity with DTE lighting requirements**
- **Past similar MDOT Local Agency projects in the Monroe area**

MSG is currently completing the design of a "TAP" project to install bike lanes on N. Dixie Highway between Sandy Creek and N. Stony Creek Roads and recently completed a "TE" project to streetscape downtown in the Village of Maybee. During the past year, locally, we have designed MDOT local government projects on Stewart Road at the new La-Z-Boy World Headquarters, including new signalization at the access driveway and at US-24, Vivian and Cole Roads and reconstruction of N. Dixie Highway from N. Stony Creek Road to Point Aux Peaux Road.

MSG has adequate staff to perform all work specified in the RFP and do not intend to utilize any subcontractors. We have provided a listing of the staff who will be assigned to this project.

In Monroe County, we are currently the Township Engineer for Bedford, Frenchtown, Monroe, Ida, Raisinville, Exeter,

**TECHNICAL SKILL.**  
**CREATIVE SPIRIT.**

Erie and LaSalle Townships and provide significant services to the Monroe County Drain Commissioner, Monroe County Road Commission, City of Monroe and the Village of Dundee. We are pre-qualified in 36 service categories with MDOT, including Municipal Utilities, Landscape Architect and Roads and Streets, and have been recognized by MDEQ for superior service.

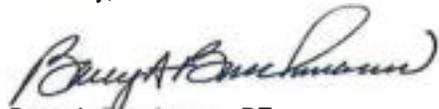
MSG is a local company and has maintained an office in Monroe since 1989. Currently we have approximately 30 people in the Monroe office to provide services in planning, design and construction management. We know the local agencies, utility companies and permitting requirements. Thirty-three of our employees live in Monroe County and are involved with their local communities, organizations and charities. We believe that this sets us apart from any other firm that may submit a proposal. Our employees are especially dedicated to seeing that the projects that we complete are a reflection of our commitment to our clients and our neighborhoods.

The proposal package of six original signed submittals has been prepared in the following manner and is forwarded as requested in your RFQ. We have included the following elements in our proposal, organized as follows:

- Understanding of Service
- Past Experience on Similar Projects
- Work Plan (includes personnel available)
- Local Experience/Familiarity
- Cost

Please do not hesitate to call should you have any questions or require additional information. MSG appreciates the opportunity to provide you with this response to your Request for Proposal.

Sincerely,



Barry A. Buschmann, PE  
Senior Vice President



Donald A. Link, PE  
Senior Project Manager

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## 1.0 Key Staff Qualifications

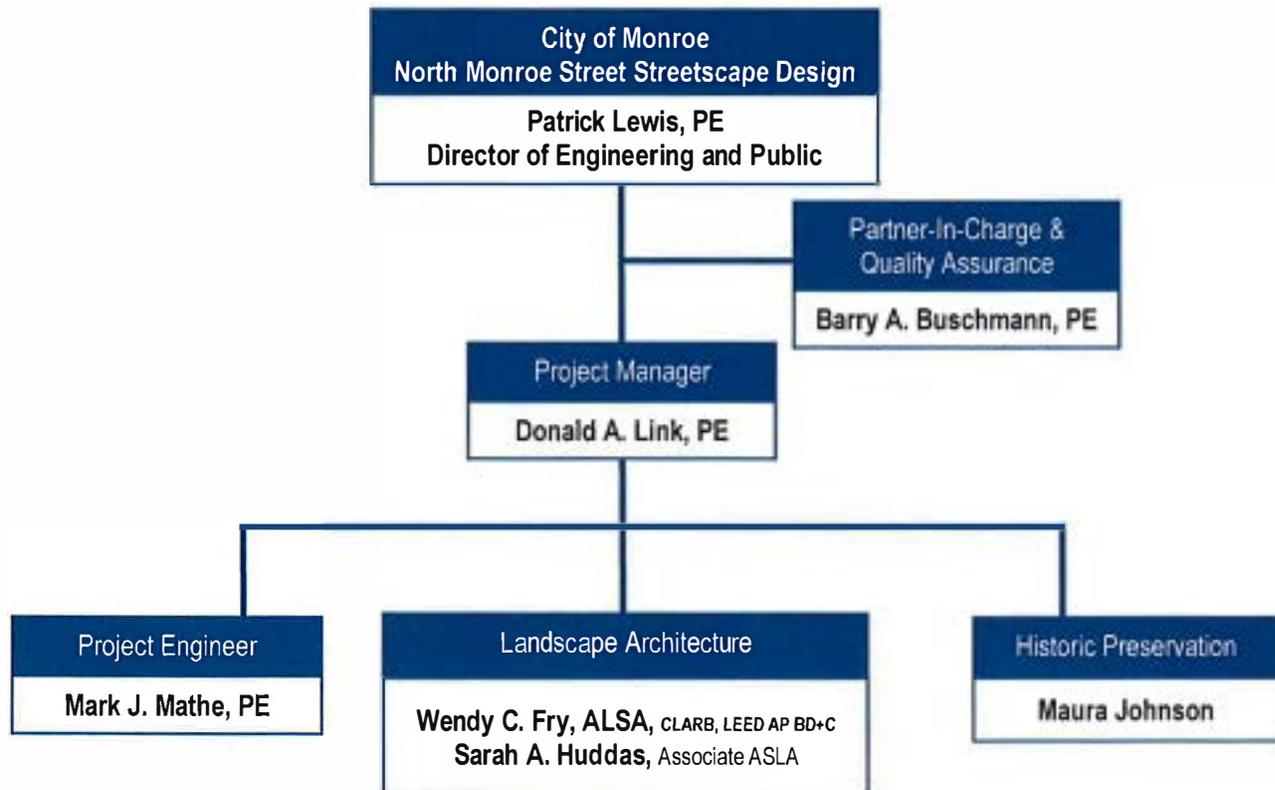
The Mannik & Smith Group, Inc. (MSG) recognizes that the success of any project depends on the involvement of the employees of that community in which that project is situated. MSG utilizes the "Team Approach." The most important members of this Team are the City employees. MSG will meet with the City Engineer and Planner and other employees as necessary before beginning work on this project, since they have the best understanding of the issues. Working with the City of Monroe Team members will be Barry A. Buschmann, PE, Partner-In-Charge and QA/QC, Donald A. Link, PE, Project Manager, Mark J. Mathe, PE, Project Engineer, Wendy C. Fry, ALSA, Sarah A. Huddas Landscape Architect and Maura Johnson, Historic Preservation.

We believe we have assembled a Team with the specific skills to provide the City of Monroe with the most cost effective solution to the streetscape design project.

MSG is ready and capable of assigning the necessary personnel immediately upon award of a contract.

MSG has a sufficient number of trained personnel available to meet the City's schedule for completion of this project. Personnel assigned all have the available hours to complete each of the tasks well within the time frames required to meet the demands of this project.

We have attached resumes of key personnel who will be working on this project.



**Donald A. Link, PE – Project Manager**

Mr. Link has over 41 years of experience in Municipal Engineering in the State of Michigan, having served many years as the Engineer for the City of Monroe as well as nearly 10 years as the Assistant County Highway Engineer for the Monroe County Road Commission and 4 years as Utility Director for Frenchtown Charter Township, which doubled the size of its water treatment plant after only 10 years. Mr. Link has been recognized by his peers, receiving the 2001 award for Engineer of the Year in the State of Michigan and the 2003 award for Outstanding Professional Engineer in Government in the State of Michigan. Mr. Link serves the MSG as Lead Expert in Municipal water and sanitary sewer systems in the State of Michigan. **He has served as Project Manager on the Village of Maybee Streetscape (TE Project), N. Dixie Highway Bike Lane (TAP), West Front Street Parking Lot and Elm Avenue Bike Path, among others. Mr. Link has worked on numerous streetscape projects for the City of Monroe, including Streetscapes I-IV.**

**Barry A. Buschmann, PE, Partner-In-Charge / Quality Assurance Review**

Mr. Buschmann has over three decades of experience in providing municipal engineering to local agencies, townships and municipalities. He has served as the Frenchtown Township Engineer for over 20 years performing plan reviews, utility planning, ordinance preparation, infrastructure, design budget development, and general engineering consultation. **Mr. Buschmann has coordinated and provided quality control and assurance on several local agency and federal aid projects involving streetscape improvements including, Village of Deerfield Streetscape, Village of Maybee Streetscape and Riverfront Park Parking Lot.**

Mr. Buschmann has in-depth experience performing engineering planning and design in all aspects of roadway design and project management. Projects range from intersection improvements, roadway design and resurfacing public utility rehabilitation and development, industrial parks, condominiums and subdivision development, and private sector projects requiring public utility access. He has served in the capacities of design engineer, project manager, project quality assurance and quality control officer and project director for Municipal, County and MDOT projects.

**Mark J. Mathe, PE – Project Engineer**

Mr. Mathe specializes in municipal utility design, analysis, rehabilitation and construction and is familiar with current construction methods. He regularly attends trainings and conferences in many disciplines to maintain an edge in the field with current construction and design standards. He is also actively involved in roadway construction and design and is integral to MSG's work as numerous townships' consulting engineer, performing site plan and special use reviews, as well as planning, design, construction, and cost estimates of a wide variety of municipal projects. Mr. Mathe completes Michigan Department of Environmental Quality (MDEQ) Joint Permit Applications for construction in wetlands and floodplains, as well as Act 399 permit applications for water system construction. He also completes county drain and SESC permit applications through the Monroe County Drain Commissioner's office. Mr. Mathe has obtained his Construction Stormwater Operator certification, and concrete and density certifications. He is familiar with the specifications of many local jurisdictions, as well as the Michigan Department of Transportation (MDOT). In addition, he is well-versed in the use of GIS software as an asset management and inventory system to display water main, sanitary sewers, storm sewers, soil types, and zoning. **Mark is currently the Project Engineer on the N. Dixie Highway Bike Lane Project (TE) and has worked on many MDOT local government projects, including Stewart Road at the new La-Z-Boy World Headquarters building, new signalization at Vivian and Cole Roads and reconstruction of N. Dixie Highway between N. Stony Creek and Pointe Aux Peaux Roads.**

**Wendy C. Fry, ASLA, CLARB, LEED AP BD+C – Landscape Architect**

Ms. Fry is a nationally certified, award winning Landscape Architect who specializes in large scale, campus, and health care site design with an emphasis on urban revitalization and sustainable solutions. Ms. Fry is equally comfortable working with existing and proposed site conditions, as she is working with the users and planning teams.

Current work includes the renovation of Cobo Regional Convention Center in Detroit Michigan and several smaller projects including a green roof for Toledo Hospital, with HKS. Wendy is also actively involved in a variety of planning and design projects for historic and religious cemeteries across the country. She served as the Landscape Architect on the West Front Street Parking Lot, the Village of Maybee Streetscape and the Village of Deerfield Streetscape.

#### **Maura Johnson – Historic Preservation**

For over 25 years, Ms. Johnson has worked as a preservation planning professional, with experience in municipal and state program administration, as well as private consulting. Her expertise includes field survey and inventory; documentation for consultation and mitigation; interpretation and application of federal rehabilitation standards; eligibility assessment and nomination to the national register; public meeting facilitation; and Section 106/NEPA compliance. Ms. Johnson has also been responsible for the development, coordination and implementation of outreach activities that required significant public and interagency involvement.

**Ms. Johnson's expertise with the North Monroe Street Streetscape will be to preserve the historic character of the roadway and neighborhood while assisting to maintain a practical and affordable approach to this project.**

## 2.0 Past Experience on Similar Projects

MSG has a proven and successful record of planning, surveying, designing, landscape architecture, construction management, inspection and testing services for not only municipalities, but also for MDOT. MSG is prequalified by MDOT in more areas than any other firm, including Landscape Architecture, Municipal Utilities and Road & Streets.

MSG is currently completing the design of a "TAP" project to install bike lanes on N. Dixie Highway between Sandy Creek and N. Stony Creek Roads and recently completed a "TE" project to streetscape the downtown Village of Maybee. During the past year, locally, we have designed MDOT local government projects on Stewart Road at the new La-Z-Boy World Headquarters, including new signals at the access driveway on Stewart Road and at US-24, Vivian and Cole Roads signalization and reconstruction of N. Dixie Highway from N. Stony Creek Road to Pointe Aux Peaux Road.

Please find listed below examples of our involvement with similar projects.

### **Riverfront Park Parking Lot – Monroe, Michigan**

MSG served as the prime consultant to the Monroe Downtown Development Authority (DDA) for this unique and complex project. MSG attended monthly meetings with the DDA Board to develop a conceptual plan that met the goals for increased parking, while creating an aesthetically pleasing plan with substantial landscaping and public walkways, removal of the old and dilapidated utility poles and overhead service leads, along with integration of sustainable features and recreation facilities. Upon completion and approval of the conceptual plan, MSG developed detailed design plans that included removal of overhead utility lines, poles and services, and the addition of new, adequately lit parking areas with greenspace and public walkways, bio-swale and rain garden for drainage, a new structural and aesthetic block retaining wall along the river walk, design of a unique cantilevered fishing pier, infrastructure for plug-in connection and spaces for electric vehicles, and classic/historic lighting to match the building restoration theme of downtown Monroe and a spiral staircase leading from the River Walk to the sidewalk. The complexity of the work plan was further complicated by the investigation, testing and removal of contaminated soils, as the project was constructed on an old landfill from the 1800s.

MSG provided comprehensive construction engineering, observation, survey, testing and environmental services throughout construction. MSG worked closely with the DDA Chairman and project manager to coordinate construction activities, making necessary improvised changes as unique underground or other challenging issues were encountered during construction. It was also necessary to coordinate with DTE Energy, AT&T® telephone systems, Comcast® Cablevision and Michigan Gas Utilities for relocation of their facilities. There are 13 adjacent landowners and nine private parcels that meld into the existing parking lot, wherein they have their own parking areas and building access, which required complex design decisions and coordination, including obtaining of easements and property rights to integrate the new parking lot and greenspace plan into one continuous design.



**Village of Maybee Streetscape – Maybee, Michigan**

The Village of Maybee is a small, agricultural Village in Monroe County, Michigan. MSG was retained by the Village to develop a streetscape plan for the downtown area and to assist the Village with the preparation of project plans and cost estimates for their grant application to the Michigan Department of Transportation.

The design is a balance of new walks and curb ramps; resurfacing, decorative lighting chosen for its ability to blend with the existing historic fixtures; street trees and site amenities. The new walks and ramps will facilitate Americans with Disabilities Act (ADA) access to the existing businesses.

All of the elements were carefully chosen to blend with the historic architecture and agricultural community, while respecting the budget constraints of the small town.

The overall project included cold milling and resurfacing of approximately 0.75 miles of Bluebush and Raisin Street including the reconstruction of the concrete intersection including ADA improvements to the existing sidewalk, curb and gutter and ramps. Work also included installation of decorative street lights, benches, trash receptacles and bike racks.



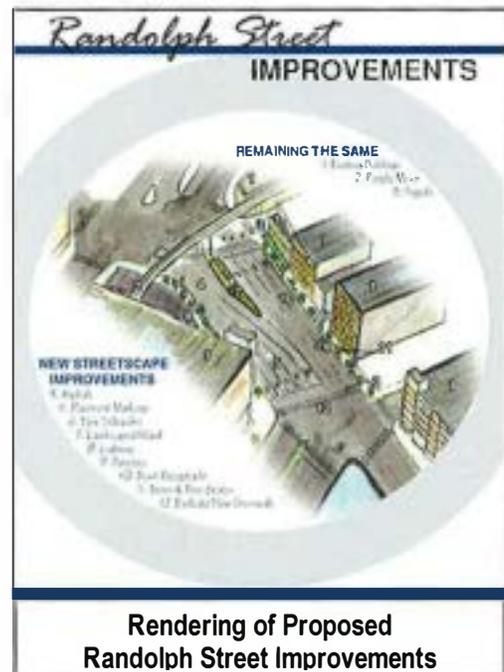
**Randolph Streetscape – Detroit, Michigan**

MSG worked with the City of Detroit to successfully develop a conceptual design for one very busy and complicated block of historic Randolph Street, adjacent to downtown. The new design concept will make the roadway dominated corridor more pedestrian friendly and safe.

The streetscape enhancements will also provide a basis for economic development in the neighborhood. The design will transform this location into a vibrant streetscape and a popular artery and reference point within the city context.

New pedestrian lighting; plantings, both canopy trees and flowering shrubs and perennials and restored sidewalks and street furnishings will highlight the block.

MSG developed the construction documents utilizing MDOT standards. Documents included: demolition, construction, landscape, irrigation, grading and drainage, maintenance of traffic and special provisions. MSG developed the opinion of cost and engineered the investigation of historic vaults and mitigation measures.



MSG was responsible for the topographic survey and utility research and will perform the construction administration, both field and office, in the coming months.

**Canton Streetscape Design – Canton, Michigan**

The Canton Downtown Development Authority retained MSG's support for the development of a grant application to be submitted to the Michigan Department of Transportation (MDOT). Specifically, the grant is for the SAFETEA-LU enhancement program, administered locally by MDOT. The goal of the grant application is to obtain assistance for the construction of streetscape enhancements in the eastern portion of the DDA, from the Lilley/Ford Road intersection, east to the Lotz/Ford Road intersection.

Specifically, MSG provided Canton a schematic design for a typical section of roadway and a typical intersection. Elements included the following:

- Garden Walls
- Concrete pavers or other special walkway treatment
- Trees
- Ground level plantings (shrubs and perennials)
- Public art
- Ground lights for Township entry signs.



**Deerfield Streetscape – Deerfield, Michigan**

MSG was retained by the village to develop a streetscape plan for the downtown area and to assist the village with the preparation of graphics and cost estimates for their grant application to the Michigan Department of Transportation.

The design is a balance of new walks and curb ramps; decorative lighting chosen for its ability to blend with the existing historic fixtures; street trees and site amenities. The new walks and ramps facilitate Americans with Disabilities Act (ADA) access to the existing, historic structures.

The storm water management system makes use of the existing underground system, while providing service to the new design of parallel parking and sidewalk bumpouts.

All of the elements were carefully chosen to blend with the historic architecture and agricultural community, while respecting the budget constraints of the small town.

Poles and luminaires were selected to enhance the historic nature of the village. A new track system in the poles enables accessories (banner arms, flag pole holders, street signs, etc.) to be mounted without banding and allows for easy maintenance. Outlets were also provided for holiday lighting.



### M-1 Rail Design – Detroit, Michigan

MSG was retained by URS Corporation, in close coordination with MDOT and the City of Detroit, to provide design assistance and construction engineering services for the M-1 Rail, a streetcar system along Woodward Avenue. This unique partnership between the philanthropic and business communities in Detroit, city, state and federal agencies, will assist in creating a modern, multi-modal regional transit system, which will result in an integrated, vibrant, walkable and accessible environment.

The 3.3-mile streetcar route will include 11 stations and provide links among key destinations along Woodward Avenue. The streetcar will serve curb-side stations for nearly the entire length of the route, transitioning to center-running at the north and south ends of the system. A one-way trip will take approximately 15 minutes, depending on the time of day.

Key features of the streetcar system include:

- Premium service with 10-minute headways during most of the day; 12-15 minutes early and late in the day and on weekends.
- Ridership estimated to grow to 3 million trips annually.
- Coordinated fare system with local buses, the People Mover and future RRT service to allow seamless transfers and coordinated operations.
- Ticket vending and "next train" technology at all stations.
- Designed to allow future extensions.



## 2.1 MDOT PREQUALIFICATIONS

MSG is prequalified in the MDOT categories as listed below.



### Roadway Design

- Geotechnical Engineering
- **Road & Street Design**
- Road Rehabilitation & Rural Freeways
- Complex Urban Freeways

### Utilities

- Hydraulics
- **Municipal Utilities**
- Subsurface Utility Engineering

### Traffic & Safety Services

- Traffic Signal Design
- Traffic Capacity Analysis & Geometric Studies
- Maintaining Traffic Plans & Provisions
- Pavement Marking Plans

### Bridge Design

- Bridge Load Rating Analysis
- Bridge Project Scoping
- Bridge Safety Inspections
- Railroad Bridges
- Short & Medium Span Bridges
- Specialty Walls & Slopes

### Roadside Development

- **Landscape Architecture**

### Survey

- Road Design Surveys
- Structure Surveys
- Hydraulic Surveys
- Photogrammetric Control Surveys
- Right-of-Way Surveys
- Construction Staking

### Construction Engineering/Inspection

- Road Construction Engineering
- Bridge Construction Engineering
- Traffic & Safety Inspection Services
- Technical Assistance
- Engineering Assistance

### Materials Testing Services

- Aggregate Inspection & Testing
- Bituminous Pavement Inspection
- Density Inspection & Testing Services
- Portland Cement Concrete Inspection & Testing

### Other Services

- Site Investigations
- Project Development Studies

### 3.0 Work Plan

The City of Monroe has recently been awarded a TAP Grant for Streetscape Improvements on North Monroe Street between Elm Avenue and Willow Street. The City is seeking professional services for the preparation of construction plans, special provisions, SHPO submittal, permit submission, and property owner contact including access improvements and grading permits necessary to prepare the project for bidding through the MDOT Local Agency Program. The City of Monroe will provide base topographic survey data in AutoCAD 2014 or 2015 format no later than January 20, 2015. Street lights will be furnished and installed by DTE. The City of Monroe intends to provide construction engineering services necessary to complete this project.

MSG proposes to provide professional services in accordance with the following work plan:

- Hold a kick-off meeting with City Engineer, City Planner and other City representatives.
- Review applicable background materials, including base topographic survey data provided in AutoCAD 2014 format.
- Make contact with all property owners in writing and request an on-site meeting.
- Prepare construction drawings for all work in AutoCAD 2014. Plan sheets will be at 1" = 10' and will include title sheet, including special treatment to door jams, concrete joints, tree grates, benches, etc., and a plan sheet showing DTE lighting details. It is assumed the City will provide geometric controls and benchmark information, which will be included in the plans. All plan sheets will be prepared as required by MDOT Local Agency Section.
- Prepare necessary special provisions for maintaining traffic (including pedestrian access), progress schedule, utility coordination, benches, plantings, special treatment of joints, facades and/or door jams in MDOT Standard format.
- Recommend appropriate street tree species, size and caliper to be installed; determine location and review of street lights, locate, review and recommend benches, recommend special treatment of sidewalk joints and patterns.
- Coordinate with DTE Energy as described in RFP and review options with DTE and City. Work with DTE to obtain agreement on installation and incorporate force account programming into overall project.
- Meet with property owners individually to determine building access needs, any special façade requirements, sidewalk modifications, and special access requirements. Prepare necessary grading permits for signature in a timely manner. It is assumed the City will obtain the required signatures.
- Prepare right-of-way permit application on behalf of the City and submit to MDOT online.
- Prepare documents for Section 106 review and submit to SHPO in a timely manner.
- Attend GI meeting and make any necessary revisions for resubmittal to MDOT in order to meet bid letting deadlines.
- Attend one meeting with City staff prior to GI plan submittal and one City Council meeting.

GI plans to be completed by March 20, 2015

### 3.1 Quality Control / Quality Assurance

MSG's formal Quality Program (QP) is a pro-active program designed to ensure quality services and deliverables that meet or exceed our clients' expectations and are provided throughout the lifecycle of a project. Our QP sets forth internal management practices and controls for monitoring and directing MSG personnel in the process of defining, designing, developing, implementing, constructing, testing, evaluating, and presenting Contract deliverables for projects. MSG's QP is a living document that is updated frequently, based on the needs of the specific service area. The level of quality achieved is a function of three primary variables: 1) competency, 2) leadership, and 3) systems.

1. **“Competency”** means that the key people committed to the project have a proven track record of providing high quality services.
2. **“Leadership”** means that the project manager and the quality leader have a proven ability to get a group of technical people to function as a team and accomplish a goal. It means that the project leaders have a sincere commitment to enforce the use of formal quality systems in a sequenced and team-agreed-upon manner.
3. **“Systems”** are the tools and processes that provide structure to the Team. These tools and processes are the “play book” that give the staff the ability to work most effectively (i.e., deliver on the scope, the schedule, the budget, and the quality goals). The tools and processes typically include: checklists, flowcharts and targeted questions. They are used throughout the life of a project.

Because no quality control process is “perfect”, MSG is constantly on the lookout for areas where we can improve the performance of our professional services – and improving the tools that help our talented staff perform optimally in a group/team setting.

During the Course of the City of Monroe North Monroe Street Streetscape Design, MSG will:

- Clearly document meetings and correspondences of meetings
- Review field research and to verify accuracy
- Provide Quality Control and Assurance to review design calculations, grading, design parameters and unique special provisions
- Senior level review of all reports, recommendations and detailed engineering and landscape plans

## 4.0 Local Experience / Familiarity

The MSG Team members are very familiar with the City of Monroe utility systems and previous streetscape projects constructed over the past 33 years. Mr. Link has been involved in the construction of these streetscape projects since the first "modern" streetscape was built in 1982. We have studied the information provided as part of this RFP and are confident that we can provide all of the services required to successfully construct the improvements envisioned in the RFP.

MSG brings a Team of highly qualified, seasoned professionals with excellent qualifications to this project. MSG plans to perform all of the services required to complete this project "in house" with no sub-consultants. The plan preparation to MDOT Local Agency Standards and the overall management of the project will be performed from the Monroe office. The landscape architecture component of the work will be performed from our Canton office, however, hours and mileage will be based from our Monroe office and the SHPO submittals will be performed from our Maumee office, but again, all site visits are billed based on our Monroe office location.

Mark Mathe, Project Engineer and Donald Link, Project Manager, have both worked on several Monroe area local agency projects in the past year, including the N. Dixie Highway Bike Lane (TAP), Stewart Road Improvements for the new La-Z-Boy World Headquarters, and the Vivian and Cole Roads Signalization. Mr. Mathe worked on the N. Dixie Highway Reconstruction project this past year. Mr. Link was project manager on the Village of Maybee Streetscape, West Front Street Parking Lot and coincidentally on the parking lot design for Tiffany's Pizza along the east side of N. Monroe Street within this projects limits. Ms. Fry leads our Landscape Architecture group and was MSG lead landscape design for the W. Front Street Parking Lot Project, the Village of Maybee Streetscape and the Village of Deerfield Streetscape. Ms. Johnson handles all SHPO submittals for MSG.

**The project Team has worked with DTE Energy lighting section on two projects recently in the Monroe area, the W. Monroe Street Parking Lot and Village of Maybee Streetscape. Both Don Link and Wendy Fry worked with DTE Representatives, General Electric Representatives and local groups, including the Monroe DDA and Maybee Downtown business owners to select types of light poles, fixtures and to locate these appropriately.**

**The first-hand Monroe knowledge the MSG Team brings to this project CANNOT be matched by any other consultant. MSG brings with it many strengths that other firms DO NOT have.**

- **Historical knowledge of the existing streetscapes**
- **Familiarity with DTE lighting requirements**
- **Past similar MDOT Local Agency projects in the Monroe area**
- **Familiarity with City utility systems**
- **Knowledge and successful performance on recent LAP and TAP projects**

## 5.0 Fee Proposal

MSG has reviewed the proposed scope as outlined in the RFP and proposes to provide the necessary professional engineering services for a not to exceed fee of \$23,900.00.

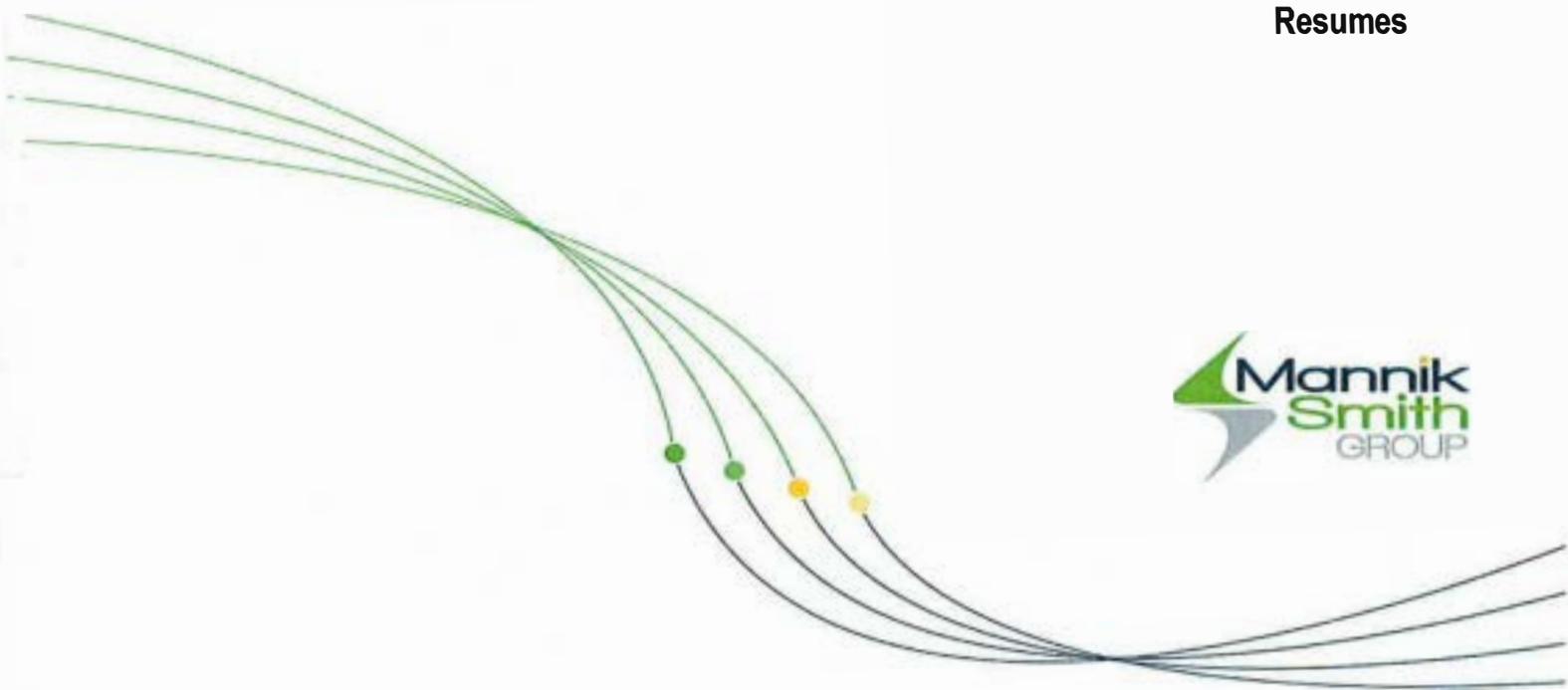
EMPLOYEE HOURLY RATES		
CLASSIFICATION	HOURS	RATE
Architect VII	4	\$152
Engineer V	24	\$129
Engineer III	76	\$105
Technician IV	120	\$75
Administrative Assistant II	8	\$56
Landscape Architect II	22	\$79
CR Specialist V	8	\$116

Reimbursable expenses will be billed at cost.

Mileage ..... \$0.52/mile  
 Copies (8½ x 11)..... \$0.20/sheet  
 Color Copies (8 ½ x 11)..... \$1.50/sheet  
 Ledger (11 x 17)..... \$0.50/sheet  
 Binders..... \$5.00/each

Overtime is billed as straight time.

**Appendix A  
Resumes**



# Barry A. Buschmann PE

## Professional Background

Mr. Buschmann, Senior Vice President, collaborated with Messrs. Jaan Mannik and Michael Smith in 1989 to open the offices of Mannik & Smith of Michigan, Inc. to provide engineering services to clients in Southeast Michigan. He has 37 years of experience in highway and municipal infrastructure design and governmental consulting. He previously served as County Highway Engineer for the Monroe County Road Commission and managed their transportation improvement programs, highway design, traffic engineering and construction management programs. Mr. Buschmann is responsible for project development, client coordination, quality control and executive design team management.

## Specializations

### Municipal Engineering

Mr. Buschmann has over three decades of experience in providing municipal engineering to local agencies, townships and municipalities. He has served as the Frenchtown Township Engineer for over 20 years performing plan reviews, utility planning, ordinance preparation, infrastructure, design budget development, and general engineering consultation.

### Utility & Infrastructure Design

Mr. Buschmann has in-depth experience performing engineering planning and design of public and private utilities and infrastructure. Projects range from public utility rehabilitation and development, industrial parks, condominiums and subdivision development, and private sector projects requiring public utility access. His design expertise includes water mains, storm sewers, sanitary sewers and storm water management as well as quality control review.

### Highway & Roadway Design

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

## Specializations

- Municipal Engineering
- Utility & Infrastructure Design
- Highway & Roadway Design

## Education:

- B.S. Civil Engineering, University of Toledo, 1976
- Multiple Short Courses through NSPE, MSPE, MDOT, MDEQ, Universities, etc.

## Certifications / Affiliations:

- Professional Engineer, State of Michigan, # 28746
- Professional Engineer, State of Ohio, # 46226
- National and Michigan Society of Professional Engineers Member
- MSPE State President 2005 - 2006
- NSPE Michigan State Delegate 2006 - 2007
- 2004 Engineer of the Year, State of Michigan - MSPE
- United Way of Monroe County Board Member
- Institute of Transportation Engineers (ITE) Member
- Monroe County Chamber of Commerce Executive Board Member
- Monroe County Economic Development Corporation Board Member
- American Railway Engineering & Maintenance Member (AREMA)

## Years of Experience:

- With MSG: 1989 - Present  
Other Firms: 1977 - 1989

Barry A. Buschmann PE



## Previous Experience

- **La-Z-Boy World Headquarters, City of Monroe / Monroe County, Michigan**  
Project Director responsible for leading the civil team in the design of 132 Acre La-Z-Boy World Headquarters. The campus includes a 3 story building with basement (over 172,000 square feet) that included a small parking garage that is located between two, protected, wooded wetland areas. The property crossed two municipalities jurisdictions, the City of Monroe and Frenchtown Twp. which required extensive coordination with local, county and state regulatory agencies. The site is heavily landscaped with 574 parking spaces. The building will be LEED certified and the site parking lots are designed to be sheet flowed into bio-swales. The project also required extensive off-site improvements involving major street improvements and relocation of high-tension utility poles. Extensive utility infrastructure was required to support the facility which also included a geothermal system for building services.
- **Monroe County Community College, Monroe County, Michigan**  
Project Director responsible for leading the civil team in the design for the 70,000 square feet Career Technology Center building on the Monroe County Community College campus. The location of the building required the relocation a major section of the campus access drive and extensive storm sewer and drainage improvements. A detailed analysis of the existing site storm water drainage was required in order to design new systems for increased runoff. Value engineering principals and extensive coordination with the design team/campus concluded with a successful grand opening in 2013.
- **Vivian Road Urban Roadway Rehabilitation Federal Aid Project; Monroe, Michigan**  
Project Director for the Vivian Road Urban Roadway Federal Aid project which included major milling and surfacing, new drainage systems and utility coordination.
- **Elm Street/Winchester Street Intersection Improvements – City of Monroe, Michigan**  
Project Director and QA/QC Officer for a Federal Aid Project, intersection improvements and ADA Compliance for Heritage Trail Pathway.
- **N. Custer Road Resurfacing – Monroe County, Michigan**  
Project Director and QA/QC Officer for a Federal Aid Project, involving 1.32 miles of paved shoulders (bike lanes) and roadway milling and resurfacing.
- **US-24 from Luna Pier Road to Dunbar Road – Monroe County, Michigan**  
Project QA/QC Officer in charge of the design of roadway reconstruction (cold milling and resurfacing of the bituminous surface) of US-24. The total project length is 7.10 miles and included the maintenance of traffic and pavement marking and signing plans.
- **North Dixie Highway Reconstruction – Monroe, Michigan**  
Project QA/QC Officer in charge of the design of 0.76 mile of three-lane road reconstruction, including storm sewer, curb and gutter, asphalt paving and restoration.
- **North Dixie Highway Improvements – Frenchtown Charter Township, Michigan**  
Project Director for the replacement of 0.76 mile of two lane roadway with three lane roadway installation, including storm sewer, underdrain, concrete curb and gutter, drainage structures, hot mix asphalt paving, pavement markings, maintaining traffic, new signal installation and restoration from Sandy Creek Road to Grand Boulevard in Monroe County.

# Donald A. Link PE

## Professional Background

Mr. Link has over 41 years of experience in Municipal Engineering in the State of Michigan, having served many years as the Engineer for the City of Monroe as well as nearly 10 years as the Assistant County Highway Engineer for the Monroe County Road Commission and 4 years as Utility Director for Frenchtown Charter Township, which doubled the size of its water treatment plant after only 10 years. Mr. Link has been recognized by his peers, receiving the 2001 award for Engineer of the Year in the State of Michigan and the 2003 award for Outstanding Professional Engineer in Government in the State of Michigan. Mr. Link serves the Mannik & Smith Group, Inc. as Lead Expert in Municipal water and sanitary sewer systems in the State of Michigan.

## SPECIALIZATIONS

- Municipal Engineering
- Pavements
- Water and Sewer Systems
- Trip and Fall Defense
- Low-head Dams
- Street Construction
- ADA Public Accessibility

## CAREER EXPERIENCE

The Mannik & Smith Group, Inc.	2005 – Present
Frenchtown Water Department	2004 – 2008
City of Monroe	1981 – 2004
Monroe County Road Commission	1972 – 1981

## CONTINUING EDUCATION

2003	Michigan State University – “Law for the Expert Witness”
2001	Michigan Municipal League – “Protecting Water & Sewer Infrastructure”
1993	Michigan State Police – “Damage Assessment”
1991	Michigan Technological University – “Rail-Highway Grade Crossings”
1989	University of Wisconsin – “Effective Bridge Rehabilitation”
1987	University of Wisconsin – “Remediation & Reclamation of Waste-Contaminated Land”
1985	Michigan Municipal League – “Interviewing: Legal Aspects & Practical Skills”
1984	Ferris State College – “Bituminous Mix Design”
1984	Michigan State University – “Engineer as Manager”
1983	ASCE – “Pump Station Design”
1980	Michigan Department of Transportation – “Traffic Engineering”
1978	University of Toledo – “Pavement Design”

## Education:

- BS, Civil Engineering, University of Michigan, 1971

## Certifications / Affiliations:

- Licensed Professional Engineer, State of Michigan
- 2003 Outstanding Professional Engineer in Government, State of Michigan
- 2001 Engineer of the Year, State of Michigan
- Past Vice President, Michigan Society of Professional Engineers, Southeast Chapter
- Past President, Michigan Society of Professional Engineers, Southeast Chapter
- Michigan Section AWWA Utility Committee
- Monroe Chapter of Rotary International
- Currently serves on the Board of Examiners for Drinking Water Treatment and Distribution for the State of Michigan
- Served on the Barrier Free Design Board for the State of Michigan
- Currently serves on the Monroe County Sanitary Code Board of Review
- Holds S-1 Water Distribution Operators License.

Donald A. Link PE



## Previous Experience

- **Village of Maybee Streetscape – Maybee, Michigan**  
Project Manager for the Village of Maybee's Streetscape project. Work included developing a concept plan, preparing a grant application, designing the project and construction management. The project was funded by a federal transportation enhancement grant and included street lighting, beautification and making Maybee's downtown ADA accessible.
- **Downtown Development Authority Parking Lot Expansion – City of Monroe, Michigan**  
Project Manager for the City of Monroe's largest parking lot complex. Work included developing a concept plan, construction drawings and provided construction administration services. Extensive stake holder input was incorporated into the plans including DDA Board, City Planning Commission, Monroe City Council and adjacent property owners and tenants. Project included connection of utility services from 13 buildings and the relocation of all overhead utilities underground. Work included a raingarden, storm separator, spiral stair fishing pier and the construction of several ADA accessible routes leading from street level to the lot and riverwalk.
- **N. Lakeshore Drive – LaSalle, Michigan**  
Project Manager for the N. Lakeshore Drive Reconstruction Project. Work included preparing alternates, meeting with Township and residents, designing the project, preparing special assessment documents, and construction management. The existing road was gravel with very limited drainage. Plans included a complete underground drainage system with an aqua swirl treatment system, widening, full depth reclamation, and HMA surfacing. Permits were secured from MDEQ and Corps of Engineers.
- **K-Mart ADA – Monroe, Michigan**  
Project Manager to modify K-Mart parking lot in conjunction with Sears Holding to be ADA compliant.
- **DWRF Waterline Project – Phase 4B – Exeter Township, Michigan**  
This phase of the project plan included approximately 8.4 miles of 8 inch and 12 inch diameter water main. MSG was selected to field survey, conduct a wetland delineation study, endangered and threatened species study, aid the Township with the special assessment process, prepare plans and specifications, secure bids, provide construction management services and construction observation services.
- **DWRF Waterline Project – Phase 4A – Exeter Township, Michigan**  
Project Engineer responsible for overall survey & design of 16.5 miles of a \$5,600,000 Municipal Utility waterline, including plans and specifications; bid documents; coordination with utilities and permitting with Monroe County Road Commission, Monroe County Drain Commissioner and the MDEQ. The project will require extensive directional drill water line installation under wetlands, several streams and rail road tracks. The design will provide for improved stream bank stabilization, drainage improvements and relocation of existing roadside ditches.
- **DWRF Project – Phase 2 – City of Monroe, Michigan**  
Project Manager responsible for survey and design for the replacement of public waterlines along 23 city blocks (12,381 ft) in the City of Monroe. The \$4,000,000 Municipal Utility Project included a complete set of construction plans and specifications. The drawings were standardized to the City format. The project replaced existing 4 inch water lines with 8-inch PVC and ductile iron water lines in the street right-of-way. Rock borings were also provided at 10 locations to identify high rock outcroppings.



## Donald A. Link PE

- **SRF Project – Village of Maybee, Michigan**  
Project Manager for a State Revolving Fund (SRF) project involving sanitary sewer system rehabilitation for the Village of Maybee.
- **DWRF Waterline Project – Phase 3 – City of Monroe, Michigan**  
Project Manager responsible for survey and design for the replacement of public waterlines along 38 city blocks (13,778 ft) in the City of Monroe. The project included a complete set of construction plans and specifications. The \$3,600,000 Municipal Utility Project included the connection of a new 20-inch ductile iron water main with an existing 24-inch raw water main and included a 700 foot directional bore under a major city street. Rock borings were also provided at 12 locations.
- **Utility Director; Frenchtown Charter Township Water Plant – Frenchtown Township, Michigan**  
Employed to take over and direct operation of a 4mgd water treatment plant from a contract operator and oversee a 4mgd state-of-the-art addition to the plant. Responsible for long-term planning of the Township's utilities. Designed several water main looping projects, program controls for water tower recoating project, prepared construction plans for numerous water fire hydrant, valve, and service line replacements. \$10,000,000 project.
- **Director of Engineering & Utilities; City of Monroe, Michigan**  
Responsible for overall administration of the Engineering and Water Department. Responsible for the design and administration of all City construction projects. As City Engineer, acted as official surveyor of the City and was responsible for maintaining records of plats, streets, alleys, sidewalks, utilities, and public grounds.
- **Director of Engineering; City of Monroe, Michigan**  
Responsible for overall administration of the Engineering Department, the design and administration of all City construction projects, both legally and professionally. Construction projects included street paving and resurfacing, water mains, sanitary sewers, storm sewers, airport runway and apron, water plant expansion, parks and bridges.
- **Assistant County Highway Engineer; Monroe County Road Commission, Michigan**  
Project Engineer for nearly all County road projects, including four (4) bridge projects. Designed and provided construction administration of approximately two hundred (200) miles of roads. Responsible for all utility construction permits (sewer, water, gas, telephone, etc.). Reviewed over 100 million dollars worth of sewer and water expansion projects into various townships. Responsible for the daily work assignments of an eleven-person engineering department. Performed traffic engineering studies.

# Mark J. Mathe PE, CFM

## Professional Background

Mr. Mathe specializes in municipal utility design, analysis, rehabilitation and construction and is familiar with current construction methods. He regularly attends trainings and conferences in many disciplines to maintain an edge in the field with current construction and design standards. He is also actively involved in roadway construction and design and is integral to MSG's work as numerous townships' consulting engineer, performing site plan and special use reviews, as well as planning, design, construction, and cost estimates of a wide variety of municipal projects. Mr. Mathe completes Michigan Department of Environmental Quality (MDEQ) Joint Permit Applications for construction in wetlands and floodplains, as well as Act 399 permit applications for water system construction. He also completes county drain and SESC permit applications through the Monroe County Drain Commissioner's office. Mr. Mathe has obtained his Construction Stormwater Operator certification, and concrete and density certifications. He is familiar with the specifications of many local jurisdictions, as well as the Michigan Department of Transportation (MDOT). In addition, he is well-versed in the use of GIS software as an asset management and inventory system to display water main, sanitary sewers, storm sewers, soil types, and zoning.

## Specializations

### Municipal Engineering

Mr. Mathe is routinely involved in the design of water systems for municipalities, as well as roadway construction and. He is familiar with the water specifications of South County Water System, Frenchtown Charter Township, and the City of Monroe, and many of his water main projects have involved unique aspects of design, such as installation using pipe bursting in a sensitive area, boring and jacking, county drain crossings, and rock excavation. Roadway projects require the preparation of plans designed to MDOT specifications, and necessitate unique special provisions and detailed construction cost estimates.

### Site Plan Review

Acting on behalf of the townships MSG represents, Mr. Mathe acts as their trusted advisor reviewing site plan drawings for compliance with individual townships' zoning ordinances, design standards, and general engineering principles. He also reviews others' work internally as a QA/QC engineer and from a constructability perspective.

### Field Inspection

Mr. Mathe's field experience has focused on roadway construction and underground utilities. He has been involved in oversight, materials testing, and contract administration of numerous public and private construction projects. He is well-versed in FieldBook software and site inspection for soil erosion and sedimentation control compliance. Part of his professional focus has been on asset management, and he has completed evaluations using the PASER rating system on the Federal-Aid roadway network. He has also inventoried physical features using GPS technology for municipalities, as well as preparing and reviewing as-built information.

## Specializations

- Municipal Engineering
- Site Plan Review
- Field Inspection

## Education:

- BS Civil Engineering, Michigan Technological University, 2010

## Certifications / Affiliations:

- MI Society of Professional Engineers
- MI Stormwater Floodplain Association
- Association of State Floodplain Managers – Certified Floodplain Manager #US-14-07478
- ACI Concrete Field Testing Technician, Grade 1
- MDOT Density Technology
- MDOT Sampling HMA Behind the Paver Method
- MDEQ Soil Erosion & Sedimentation Control Certification
- MDEQ Construction Storm Water (CSW) Operator

## Years of Experience:

- With MSG: 2010 – Present  
Other Firms: 2008 – 2010

Mark J. Mathe PE



## Previous Experience

### Municipal Engineering

- **Stewart Road from west of North Telegraph Road to west of North Monroe Street**  
Project engineer for the design of 0.53 miles of hot mix asphalt cold milling and paving, roadway widening, traffic signal upgrades, utility relocation, and storm sewer for the Monroe County Road Commission (MCRC). The development of the La-Z-Boy World Headquarters required road improvements to accommodate the increased traffic volumes. The project was designed to MDOT specifications and bid through Local Agency Programs, which also required coordination with the MCRC and utility companies due to the acquisition of additional right-of-way, signal interconnects, and the relocation of a water system interconnection.
- **North Dixie Highway from North Stony Creek Road to Pointe aux Peaux Road**  
Project engineer for the rehabilitation of 0.70 miles of North Dixie Highway for the MCRC. The work consists of hot mix asphalt cold milling and paving, construction of a paved shoulder, ditch regarding and enclosure of storm sewer, utility relocation, and replacement of permanent signage. This project was also designed to MDOT specifications and bid through Local Agency Programs.
- **Pavement Asset Management – Bedford, Michigan**  
Project Engineer for the Pavement Asset Management Project. Work included review of all primary and local roads to assess pavement conditions and recommend improvements. This report was utilized by the Township to attempt to establish a road millage to make improvements to all roads identified as deficient over the course of the next 5 years. The report and study were well received by the Township Board and Township, however the millage failed.
- **Pavement Asset Management – Monroe, Michigan**  
Project Engineer for the Pavement Asset Management Project. Work included review of all primary, local and subdivision streets to assess pavement conditions and recommend improvements. This report is intended to be utilized by the Township to prioritize pavement improvements over the next 5 years.
- **N. Lakeshore Drive – LaSalle, Michigan**  
Project Manager for the N. Lakeshore Drive Reconstruction Project. Work included preparing alternates, meeting with Township and residents, designing the project, preparing special assessment documents, and construction management. The existing road was gravel with very limited drainage. Plans included a complete underground drainage system with an aqua swirl treatment system, widening, full depth reclamation, and HMA surfacing. Permits were secured from MDEQ and Army Corps of Engineers.
- **LaSalle Township Water District 44A**  
Lead project engineer on a one-mile water main extension for LaSalle Township in the South County Water System. Design included horizontal directional drilling under Strasburg Road and a 54" reinforced concrete pipe culvert at a county drain crossing. The design also included MDEQ Joint Permit Application for the county drain wetland crossing, Act 399 permit application for water system construction, and coordination with the Township Supervisor, county agencies, and South County Water System.
- **Borgess Avenue Water Main Replacement**  
Lead project engineer for the replacement of one-half mile of existing 6" cast iron water main for the City of Monroe. Design included potential rock excavation at a county drain crossing, which involved MDEQ and Monroe County Drain Commissioner permit applications. The existing water main traveled through an easement across St. Joseph Cemetery, which resulted in the City's desire to install the proposed 8" fusible PVC water main using pipe bursting to minimize impacts to the cemetery. Once across, open-cut PVC was used, with ductile iron

pipe connecting to side street water mains. This project also involved the connection to the water main serving the new La-Z-Boy World Headquarters complex.

**Site Plan Reviews / Special Use Reviews**

- **Site Plan Review**

Regularly completes full site plan reviews acting as the assistant township engineer. During this work, plans from other engineering firms are evaluated for conformance to township engineering standards, zoning ordinances, and good engineering practice. Pavement designs are checked, as well as storm sewer routing and pipe sizing calculations and detention basin storage volume computations. When roadways are proposed, consideration is given to vertical and horizontal curves, storm drainage and spread-depth calculations, clear zones and right-of-way, and safe stopping sight distance. Proposed utilities, such as water and sanitary sewer, involve review of infrastructure to ensure design standards of the owning agency as well as the 10 States Standards are met.

- **Bedford Square Center Site – Bedford Township**

Site plan review which involved demolition of an existing car wash and the construction of a commercial plaza. Site grading, detention pond construction, and asphalt paving were all integral parts of this positive site redevelopment.

- **Wyldewood Baptist Church Site – Bedford Township**

Provided review services for a proposed church on a greenfield site involving work within a 100-year floodplain at a storm sewer detention outlet to a county drain. The review involved coordination with Bedford Wastewater, county agencies, and the MDEQ. The sanitary sewer tap was to be bored and jacked under Douglas Road and the water main connection was to be open cut.

# Wendy C. Fry ASLA, CLARB, LEED AP BD+C

## Professional Background

Ms. Fry is a nationally certified, award winning Landscape Architect who specializes in large scale, campus, and health care site design with an emphasis on urban revitalization and sustainable solutions. Ms. Fry is equally comfortable working with existing and proposed site conditions, as she is working with the users and planning teams.

Current work includes the renovation of Cobo Regional Convention Center in Detroit Michigan and several smaller projects including a green roof for Toledo Hospital, with HKS. Wendy is also actively involved in a variety of planning and design projects for historic and religious cemeteries across the country.

## Specializations

### LEED / Sustainability

As a Sr. Project Manager and Director of Landscape Architecture for MSG, Ms. Fry has worked with a variety of high profile, state of the art brownfield redevelopments and sustainable sites. Ms. Fry has participated in many Leadership in Energy and Environmental Design (LEED) projects, including Michigan's first Gold award, the Ford Rouge Factory Tour and a second Gold award, Fairlane Green Retail Center in Allen Park, MI.

### Campus / University

Ms. Fry has worked with a variety of education clients, from the specialized, Interlochen Arts Academy in a woodland setting in northern Michigan to the densely developed, urban campus of the University of Michigan. Each has its own unique character to be highlighted, and an educational program to be expanded upon.

### Technology

With twenty-five years of working with major automotive clients in the metro-Detroit area, Ms. Fry is well versed in the automotive industry and the unique needs of technology oriented clients. Recent work has focused on incorporation of sustainable stormwater systems, native landscapes, renewable and alternative energy and branding of the site to reflect the sustainable philosophy of the client. Wendy led the site planning and greening efforts of the Ford Rouge Center and the Ford Factory Experience (with the Henry Ford), creating over 100 acres of new, sustainable green spaces.

### CLARB Exam Writing Committee

Ms. Fry is a member of the national exam writing committee for the Landscape Architecture Registration Examination, sponsored and authored by CLARB, the Council of Landscape Architecture Review Boards.

## Specializations

- Community Planning and Streetscape Design
- LEED / Sustainable Design
- Technology

## Education:

- M.L.A. Landscape Architecture, University of Michigan, 1986
- B.S. Leisure Studies, University of Illinois, 1981
- University of Edinburgh, Scotland, 1980

## Certifications / Affiliations:

- Registered Landscape Architect, State of Michigan #1068
- Registered Landscape Architect, State of Ohio #1088
- Registered Landscape Architect, State of Illinois # 157.001467
- Council of Landscape Architects Review Boards Certification #3736
- USGBC LEED Accredited Professional BD+C
- Ford Land Sustainability Steering Committee
- Dixboro Design Review Board

## Years of Experience:

- With MSG: 2004 – Present  
Other Firms: 1986 – 2004

Wendy C. Fry ASLA, CLARB, LEED AP BD+C



## Previous Experience

### STREETSCAPE and OPEN SPACE

- **Miller Road Streetscape and Ford Rouge Center – Dearborn, Michigan**  
Project Manager and Lead Landscape Architect. Master planning, site planning, landscape design, construction documents, field observation for the 1,100 acre site including 1.5 miles of Miller Road Streetscape and .75 miles of Road 4 Streetscape. The overall project includes many large and small projects to enhance the facility for employees and visitors, including pedestrian spaces, sustainability, landscape, improved safety and access.
- **University of Michigan, 42E Courtyard – Ann Arbor, Michigan**  
The 42E Courtyard on North Campus will be a major barrier-free connection between the engineering buildings surrounding the Grove and student housing to the north. MSG designed the courtyard as an extension of the Grove, "similar but different". It is a steeply sloping landscape of white pines and ferns, designed with student mobility in mind. MSG is currently working on design development drawings and site details.
- **University of Michigan, North Campus Grove – Ann Arbor, Michigan**  
The 'Grove' as it exists today is a fairly non-descript space with the exception of the Laurie Tower, a major focal point. MSG has teamed with Stoss and is providing civil and landscape architectural support services to the Boston firm. The vision is to rejuvenate and update the space to make it a vibrant and active destination for students. Improvements include innovative storm water management system, infiltration gardens, new lighting, utilities, sidewalks, landforms, and unique seating systems.
- **University of Michigan, Kipke Drive – Ann Arbor, Michigan**  
MSG provided evaluation and study of important connector street on the east side of the University's football stadium. Capacity and safety issues were resolved for bus, bike, and pedestrian traffic. Additionally, MSG worked with the design team to generate conceptual studies and diagrams.
- **University of Michigan Nichols Arboretum – Ann Arbor, Michigan**  
Senior Project Manager and Lead Landscape Architect. MSG worked closely with the director of the University's Arboretum to develop a master plan for the renovation of important "roads" within the Arb. These primary pathways serve the majority of the maintenance traffic, primarily gators and pick up trucks, as well as the recreational users. Due to the steep terrain, increased run-off and numerous years of less than adequate maintenance budgets, the trails were showing their age. MSG recommended a series of solutions, focusing on managing stormwater and maintaining the natural look and feel of the Arb. Phasing, budgeting and grant support were also major outcomes for the successful project.
- **Detroit East RiverFront International RiverWalk– Detroit, Michigan**  
MSG is leading completion of the design of Detroit's East Riverfront, from Belle Isle westward approximately three miles to Joe Louis Arena. The project is being funded with a \$28 million Federal Earmark and matching funds from the Detroit Riverfront Conservancy. Key features include: pavilions, plantings, pedestrian amenities, multi-use trails, universal accessibility, seawalls, decorative lighting, water main and sewer designs, utility coordination, field survey, geotechnical and environmental compliance.
- **Congress Streetscape – Detroit, Michigan**  
MSG designed the Congress Street Corridor improvements which included studying the existing 4-block zone on a social, economic and environmental scale to analyze what improvements would best utilize the existing underused, under-lit and unsafe space. The newly developed design will transform this location into a vibrant streetscape and a popular artery and reference point within the city context.



## Wendy C. Fry ASLA, CLARB, LEED AP BD+C

- **Randolph Streetscape – Detroit, Michigan**  
MSG developed the Randolph Streetscape design, from a conceptual phase to a completed master plan per MDOT standards. The re-development of this historic Detroit corridor contains a variety of enhanced streetscape elements, including canopy trees, colorful perennials, seeding, and interpretive elements.
- **Riopelle Linear Park – Detroit, Michigan**  
Project Manager and Lead Landscape Architect . The linear park will be a front door for new town homes and storefronts to be developed in the neighborhood, creating an attractive and safe environment for pedestrians, while promoting private land development. The Riopelle Park is a beautiful green space and view corridor linking Jefferson and the Milliken State Park/Detroit River.
- **Dequinder Linear Park – Detroit, Michigan**  
Project Manager and Lead Landscape Architect . The Dequindre Park is a unique partnership between the City of Detroit and the Michigan Department of Natural Resources. The park links the Dequindre Cut Greenway and the Milliken Park. The Greenway is a bicycle/pedestrian trail in a former railroad bed. Development sites for retail, restaurants, office and loft condominiums will define the limits of the park, with upper level balconies looking directly into the park. The Dequindre Park is a fun and exciting transition between the Dequindre Greenway and the river, and serves as a destination for visitors and neighbors.
- **US 250 & SR 2 Corridor Study – Sandusky, Ohio**  
Lead Landscape Architect for the Gateway Concept Development portion of the study. Lake Erie Gateway concepts feature sustainable designs as well as opportunities to feature Ohio's North Coast and recreation destinations.
- **Village of Deerfield, Deerfield, MI Streetscape**  
Deerfield is a small, agricultural village in Lenawee County. MSG was retained by the village to develop a streetscape plan for the downtown area and to assist the village with the preparation of graphics and cost estimates for their grant application to the Michigan Department of Transportation. The design is a balance of new walks and curb ramps; decorative lighting chosen for its ability to blend with the existing historic fixtures; street trees and site amenities. The new walks and ramps facilitate Americans with Disabilities Act (ADA) access to the existing, historic structures.
- **Canton Township – Ford Road, Canton, MI Streetscape**  
The Canton Downtown Development Authority retained MSG's support for the development of a grant application to be submitted to the Michigan Department of Transportation (MDOT). Specifically, the grant is for the SAFETEA-LU enhancement program, administered locally by MDOT. The goal of the grant application is to obtain assistance for the construction of streetscape enhancements in the eastern portion of the DDA, from the Lilley/Ford Road intersection, east to the Lotz/Ford Road intersection.

Specifically, MSG provided Canton a schematic design for a typical section of roadway and a typical intersection. Elements included the following:

- Garden Walls
- Concrete pavers or other special walkway treatment
- Trees
- Ground level plantings (shrubs and perennials)
- Public art
- Ground lights for Township entry signs.

# Sarah A. Huddas

## Professional Background

Ms. Huddas's talents have been utilized in a variety of unique ways. She is skilled in graphic design and illustration, both on a 2D and 3D level. Sarah has developed conceptual designs and master plans. She believes that listening to client desires while applying her professional skillset is key to the success of a project. This leads to unique and functional design solutions. Ms. Huddas also has experience in construction documentation with a wide assortment of projects. Her insight, collaborative approach and imaginative spirit have proven to be an asset on a diverse selection of projects.

## Specializations

### Master Planning and Design

When assisting with design, Ms. Huddas pays careful attention to the surrounding context and culture of sites. She believes incorporating sustainability in design is a necessity, along with developing functional schematics that also provide uniqueness and a sense of place.

### Graphic Communication

Ms. Huddas has great proficiency in creating elaborate, expressive renderings of proposed site designs. Her extensive knowledge and fluency with Adobe Photoshop, InDesign, Illustrator and Google SketchUP act as her gateway design tools which she uses to bring design concepts and master plans to life. Ms. Huddas's artistic expression and keen eye are talents which have been showcased in many projects and act as visual aids in the clients' understanding of designs, both in plan-view and perspective.

### Construction Documentation

Ms. Huddas has worked with a broad array of different construction and engineering projects. She has exercised her drafting abilities with both AutoCAD and MicroStation programs, and has participated in construction documentation support on many different levels, from landscape architectural site-design to civil engineering.

## Specializations

- Master Planning
- Site Design
- Graphic Designer/Artist
- Construction Documentation

## Education:

- B.S. Landscape Architecture, Michigan State University, 2009

## Certifications / Affiliations:

- Sigma Lambda Alpha National Honor Society for Landscape Architects
- College of Agriculture & Natural Resources Outstanding Student Nominee 2009

## Years of Experience:

With MSG: 2010 – Present

Other Firms: 2005 – 2010

Sarah A. Huddas Associate ASLA



## Previous Experience

### DOWNTOWN REDEVELOPMENT: STREETSCAPES AND RIVERFRONT

- **Congress Streetscape – Detroit, MI**  
Developed initial design concept for Congress Street. Worked with the team to refine the concept into a completed streetscape design. Supported the design with several hand and computer generated sketches. Involved in designing signage for the main intersection of the street, preliminary cost estimate, landscape plans and construction documents. The project will improve the vehicular and pedestrian area through enhancements to the street, including, paving, pavement markings, sidewalk replacement, new curbs, decorative street lighting, signage, traffic control, ADA compliance and other amenities (including planters, street trees, signage, and landscaping). Construction document preparation, including cost estimating, site layout, grading, site engineering, and drainage plans. The proposed enhancements will make the street a safer environment, and more pedestrian friendly. The addition of new street lighting, updated signage, landscape elements and sidewalks will make Congress corridor a more walkable zone, increasing revenue to the businesses in the vicinity and make it a more desirable destination.
- **Detroit East Riverfront Redevelopment – Detroit, Michigan**  
Verified existing utilities on Atwater Street. Created Photoshop renderings for proposed streetscape designs. Gabriel Richard Park concept design and renderings. Developed construction documents and marketing support for the Detroit RiverWalk Structure Study Report, a document created for the client to dictate and specify precisely the changes happening at each phase of the RiverWalk, and those proposed to happen in the future.
- **Randolph Streetscape – Detroit, Michigan**  
Developed hand graphics to portray concept design. Developed the initial phase of the streetscape design, preliminary cost estimate and plant list, as well as historic sign design. People experiencing the proposed design of Randolph Street have the opportunity to engage in learning about this Historic District's past, with custom signage detailed in the design to help teach people about local antiquity.

### SITE AND MASTER PLAN DESIGN

- **Monroe YMCA – Monroe Michigan**  
Developed a unique and alternative outdoor experience. Pushed the envelope on the meaning of outdoor play environments, promoting play through imagination. Used unique and natural site features to create vibrant, fun experiences and play areas for children and adults alike. Met with clients to review phases of design development. Site walk conducted to observe existing conditions and future possibilities of the site. Provided inventory and analysis design boards and schematic design progression for the project. Conducted zoning research, sign design development, hand sketches, preliminary cost estimates and a conceptual master plan. Presentation of the final site design to clients.
- **University of Toledo Streetscape Rendering – Ohio**  
Created a layered Photoshop streetscape image to express complete street concepts. Illustration was then used in PowerPoint to display what a newly designed streetscape would look like, incorporating elements such as landscaping, pedestrian crosswalks, site lighting, signage and bike paths to promote walkability of the downtown area.

### MARKETING WORK

- **Detroit Riverfront Sustainable Advisory Committee – Detroit, Michigan**  
Responsible for developing marketing material for the newly proposed Sustainable Advisory Committee to the Detroit Riverfront Conservancy. This marketing material included logo development, brochure design and layout and support in the formation of the Sustainable Advisory Committee Report.

### DIVERSE ENDEAVORS

- **M-1 Rail: Interior and Exterior Video Documentation – Detroit, Michigan**  
Part of a team responsible for documenting all existing site conditions along interior and exterior façade walls of Woodward Avenue within a 3.3-mile project corridor. Filmed exterior façade walls facing Woodward Avenue and scheduled meetings to conduct filming on interior façades facing Woodward Avenue. Also responsible for the processing, naming and organization of each video and organizing and documenting site notes for reference purposes.

### TEACHING + VOLUNTEER WORK

- **Lecture Series: The Clinton River Water Festival – Rochester, Michigan**  
Developed a lecture on rain gardens for a series of 5<sup>th</sup> grade classes. Incorporated ideas on design, importance, and relation to the surrounding community's ecosystem and watershed. Created engaging reference tools for the students to better comprehend the idea of rain gardens, including the following: built visual model, PowerPoint presentation, graphic design boards about habitat and facts about the Clinton River Watershed, plan view design of a rain garden and several live plants for the demonstration for a visual, hands-on experience.
- **The Greening of Detroit**  
Volunteer with The Greening of Detroit to help beautify the city and raise environmental awareness. Participated in tree plantings and urban agriculture activities.

# Maura Johnson

## Professional Background

Maura Johnson is federally certified (36 CFR 61) as an architectural historian and has worked for over 25 years in the field of cultural resources management, with experience in municipal and state program administration as well as private consulting. She has successfully completed thematic studies, tax credit certification projects, management plans, and National Register nominations for clients in the non-profit and private sectors. She has also been responsible for the development, coordination and implementation of outreach activities that required significant public and interagency involvement. Before coming to Ohio, Maura was Community Development Coordinator for a Certified Local Government program in Liberty, Missouri. In that capacity, she administered local preservation ordinance and design guidelines, provided technical assistance and grant supervision, and furnished staff support and training for local commissioners.

## Specializations

### Historic/Environmental Compliance

Project Manager, Lead Investigator and Field Supervisor on architectural surveys for local, state and federal agencies. Extensive knowledge of vernacular and high style architecture in the Northeast and Midwest states, with expertise in twentieth-century prefabrication and concrete construction. Architectural reports have been instrumental in advancing heritage tourism initiatives and building community awareness, as well as satisfying regulatory mandates associated with issuance of federal funds and permits. Performs significance evaluations and consultation for agreement documents (MOAs and EAs).

### Historic Resource Management & Planning

The Historic American Building Record (HABS) and Historic American Engineering Record (HAER) represent the highest national standard for technical and archival quality in historic documentation of buildings and structures. The recordation typically consists of large format black-and-white photographs, a descriptive narrative, and detailed history of the property. Intended as a permanent record of significant historic resources, the documentation is frequently used as mitigation for unavoidable demolition or removal of properties. Lead Investigator and Field Supervisor, with considerable experience in documenting concrete and metal truss bridges.

### Historic Preservation & Adaptive Reuse

Project Manager and Lead Investigator for National Register of Historic Places nominations and applications for historic tax credit certification on. Conducts research and photo documentation, prepares floor/site plans, coordinates with State Historic Preservation Office and makes formal presentation to review board as needed. The nomination is often the first step in the application process for federal or state historic tax credit certification. Project Manager for approved rehabilitation projects in Michigan and Ohio.

## Specializations

- Historic/Environmental Compliance
- Historic Resource Management & Planning
- Historic Preservation & Adaptive Reuse

## Education:

- B.A. Art/Art History, Connecticut College, 1976
- M.A. Historic Preservation Planning, Cornell University, 1985

## Certification/Prequalification:

- Federally certified (36 CFR 61) Architectural Historian
- Categorical Exclusion (ODOT, August 2011)
- Public Involvement (ODOT, August, 2014)
- Section 4f/6f (ODOT, June 2011)
- Section 106 (ODOT, November 2011)
- NEPA Compliance and Cultural Resources (NPI, April 2012)
- Innovative Approaches to Section 106 Mitigation (ACHP, May 2013)

## Years of Experience:

With MSG: 2000 – Present  
Ohio SHPO: 1993 - 2000  
Other Firms: 1985 – 1993

Maura Johnson



## Previous Experience

### **HISTORIC RESOURCE MANAGEMENT & PLANNING**

**Phoenix Mill Feasibility Study – Plymouth Township, Michigan** Phoenix Mill was built by Henry Ford in 1922 for the production of automobile component parts. The factory was one of nineteen small plants in southeast Michigan that were part of Ford's "village industry" concept. It was designed by Albert Kahn Associates of Detroit, one of America's most prodigious and innovative industrial architects. Project Manager for team of specialists contracted by the County of Wayne to determine if the building was suitable for a museum and to estimate what the associated costs of converting and operating the facility as a self-sustaining operation would be.

**Toledo Harbor Lighthouse Master Plan – Lake Erie, Ohio** Preservation Specialist for a master plan developed for the National Register-listed Toledo Harbor Light. As a condition of the property's transfer from the GSA to the Preservation Society, the project team performed a structural and environmental analysis of the lighthouse, and developed a master plan for preservation, maintenance, use, and management of the site. A plan was also created to demonstrate the Society's financial ability to acquire, develop, maintain, and operate the historic lighthouse. The application packet was submitted to the National Park Service and the transfer was approved in 2006.

### **HISTORIC/ENVIRONMENTAL COMPLIANCE**

**Section 106 Management Support, Michigan Neighborhood Stabilization Program 2 (NSP2) Consortium** Project Manager and Principal Investigator for varied technical services requested by the NSP2 Consortium members throughout Michigan. Provided management and regulatory services to support NSP2 members and ensure their projects were in compliance with Section 106. As a condition of NSP2 funding, the member cities and land banks were required to meet the robust production deadlines established by the Michigan State Housing Development Authority (MSHDA) and HUD. Typical compliance projects included assessments of eligibility, guidance on the *Secretary of Interior's Standards for Rehabilitation*, and mitigation studies/local district designation.

**Section 106 Consulting Services, Detroit Land Bank Authority Neighborhood Stabilization Program** Project Manager and Principal Investigator for documentation and consultation guidance for single-family residential projects funded through the Neighborhood Stabilization Program 2 (NSP2). Based on field results, prepared strategies, work plan and maintenance schedule recommendations for mothballing over 65 properties in accordance with local historic ordinances and NPS *Preservation Brief 31: Mothballing Historic Properties*.

**Section 106 Compliance Administration – Detroit, Michigan** Staff Supervisor contracted for administration of the Detroit Planning and Development Department's compliance with Section 106 of the NHPA, under a Programmatic Agreement between the SHPO and ACHP. Coordinates with city agencies and community groups to ensure the City's compliance for projects involving Department of Housing and Urban Development Community Development Block Grants, HOME and Emergency Shelter grants programs, and other activities. Tasks included inventory, photographic survey, quality assurance for internal review mechanisms, public outreach, review of archaeological, demolition and rehabilitation projects, preparation of Memoranda of Agreement and data management.

### **HISTORIC PRESERVATION & ADAPTIVE REUSE**

**Prudden Wheel Company Building National Register Nomination – Lansing, Michigan** Prepared and presented the nomination for a three-story reinforced concrete structure, designed in 1916 as administrative offices and machine shops for what became the world's largest wheel manufacturer. Nominated for its association with local businessmen and industry leaders and its significance in the area of engineering, it was rehabilitated for luxury apartments using federal and state tax credits, the first project in Michigan certified with a LEED platinum rating.

**Marine City Waterworks National Register Nomination – Marine City, Michigan** Co-authored the nomination, which was prepared as mitigation for construction of a communications tower, under a MOA between the SHPO and U.S. Customs and Border Protection. Built in 1936 in the Art Deco style, it is a notable example of a public works project constructed in Michigan during the New Deal era.

**Feick Building National Register Nomination – Sandusky, Ohio** The tallest office building in Sandusky, the Feick Building was designed in 1909 for George Feick, founder of one of the oldest family-owned construction businesses in the country. Nominated for its association with the progressive period of commercial history in Sandusky, and as a locally significant example of steel-framed construction designed in the Commercial Style, it will be rehabilitated with the help of \$1.7 million in state historic preservation tax credits. Prepared and presented nomination.

**Appendix B**  
**Professional Services Agreement**



**AGREEMENT FOR SERVICES**

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

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

**APPROVAL AND ACCEPTANCE**

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

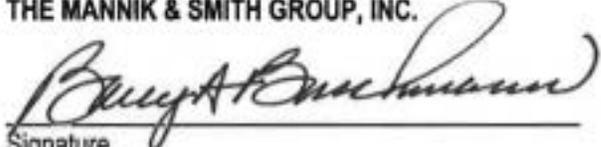
**Proposal Date:** December 22, 2014

**Proposal Number:** OP141564

**CITY OF MONROE**

**THE MANNIK & SMITH GROUP, INC.**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

Barry A. Buschmann, PE  
\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

Senior Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

December 22, 2014  
\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.

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

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

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

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

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

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

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

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

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

**Indemnification** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold MSG harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

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

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

**Insurance** MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised January 2011

**Appendix C**  
**Certificate of Insurance**







# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** PUBLIC SERVICES DEPARTMENT PRESSURE WASHER REPLACEMENT

**DISCUSSION:** One of the most visible services provided by the Department of Public Services on a regular basis is the operation of two street sweepers between April and early December most years, and these units require full cleaning at least once per day during their operation. In addition, the Department maintains a wide variety of other equipment that must also be regularly cleaned, and for all of the above, there is a separate bay of the Jones Avenue facility that is set aside for pressure washing.

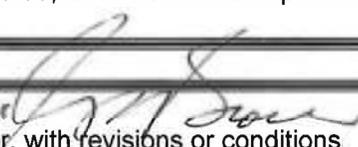
Recently, the fixed pressure washing unit installed in this bay has become inoperable and must be replaced. Staff has solicited three (3) quotations thus far, and we are finding that there is a wide variety of units available to us, all with slightly different features. The quotations received have been attached for your review. One, from Enzo's Cleaning Solutions of Sandusky, Ohio, has a base price of \$4,900, but with needed options rises to \$6,907.50. A second quotation, from Atomic Cleaning Systems, LLC of Farmington Hills, totals \$5,605.00. The third quotation is from Baker's Ace Hardware on North Dixie Highway within the City limits. Their price of \$5,855.55 is slightly higher than the lowest quotation, but does come with two (2) hose reels valued at \$448.54, so we feel this is the most advantageous price. Coupled with the fact that Baker's Ace Hardware is located within the City of Monroe, it is our recommendation that the award be made to their company.

Since this pressure washer will be fixed operating equipment within the Public Services facility, it will be owned by the Stores and Equipment Fund. As this was an unanticipated expense, we are asking to transfer the needed funding from the Fund reserves.

Though this cost is above the threshold where competitive bids are normally required, it is only marginally so, and since there has already been significant difficulty in securing even three (3) quotations that are close to the same product, bidding of an even wider possible range of possible products will not likely result in similar bids and significant staff time would be required to prepare formal bid specifications. As such, there appears to be no advantage to competitive bidding in this circumstance.

**IT IS RECOMMENDED** that a purchase order be awarded to Baker's Ace Hardware for the purchase of a new Hotsy 900/1400 series hot water pressure washer in the amount of \$5,855.55, and that the competitive bidding process be waived for this purchase.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Cleaning of vehicles and equipment is much less efficient without this unit and we have no hot water readily accessible to the wash bay without it.

**STAFF RECOMMENDATION:**            X For             Against

**REASON AGAINST:** N/A

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Public Services Department

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>		
	Cost of Total Project	\$5,855.55
	Cost of This Project Approval	\$5,855.55
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

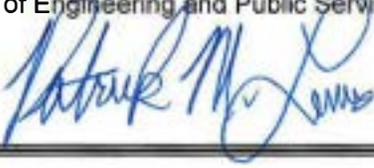
<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	Operating Equipment	641-60.521-977.000	\$5,855.55*

Other Funds

\*Requires transfer from fund reserves.

Budget Approval: 

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services    **DATE:** 12/22/14

**REVIEWED BY:**     **DATE:**

**COUNCIL MEETING DATE:** January 5, 2015

# Delivery Ticket



**S** BAKER'S ACE HARDWARE  
**O** 905 NORTH DIXIE HWY.  
**L** MONROE MI 48162  
**D**  
**B** 734-241-8959  
**Y**

739008827

**Customer** 40060

**Order** 00613965-00

**Order Date** 12/19/14

**Page** 001 OF 001

**S** CITY OF MONROE DPS  
**H** 222 JONES STREET  
**I**  
**P**  
**T** MONROE MI 48161  
**O** 734-241-6800

Name	CITY OF MONROE	Territory	000	Ship Via	PICK UP CHRG-NONE-	Initials	MB
P/O Number		Salesperson	002	Other Zone	00 UPS Zone 0	Order Type	QTE
Rel Number		Branch	004	COL/PPD	PREPAID	Date/Time	19-DEC-14 03:44PM
Phone	734-243-0700	Status		Route		Username	mbezeau

QTY SHIP	UNIT	HM	DESCRIPTION & HAZARD CLASS	LINE NO	ITEM NUMBER	LOC	QTY ORDER	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT
			***** QUOTE ***** Quote Expiration Date: 01/18/15									
1	EA		1455N POWER WASHER ELECTRIC NATURAL GAS HEATED *** Serial Numbers Required **	1	HOT 1109-7090	4	1	0			4864.74	4864.74
1	EA		REMOTE STATION	2	HOT 8916-9890	4	1	0			227.85	227.85
2	EA		HOSE 3/8X100 1W	3	HOT 8739-1180	4	2	0			106.89	213.78
2	EA		WAND ASSY.	4	HOT 8904-4150	4	2	0			28.99	57.98
2	EA		WALL MOUNT	5	HOT 8919-4370	4	2	0			21.33	42.66
2	EA		HOSE REEL 360 PIVOT	6	HOT 8750-4860	4	2	0			224.27	448.54
											<b>Subtotal</b>	<b>5855.55</b>
											<b>Tax</b>	<b>.00</b>
											<b>Total Sale</b>	<b>5855.55</b>

# Hotsy



# 900/1400 Series

## Hot-Water Pressure Washers

#1 in North America for High-Pressure Cleaning Equipment

Electric / Belt Drive



**Upright, vertical coil** delivers high efficiency and maintains constant temperature using Natural Gas or LP Gas.

**Industry-standard flue outlet** for quick installation

**Programmable Smart Control Automation** for auto start/stop and time delay shutdown

**Pressure relief valve** protects the machine and user from thermal expansion

**Concealed but accessible Thermostat** reduces random user adjustments

**Auto-tensioning** system maintains belt tension on the pump

**Locking lid** prevents accidental removal of both panels around the belt and pulley

**Adjustable upstream detergent injection** ensures high-pressure sudsing for better cleaning

**Remote** ready for operation in wash bays



**Hotsy-designed Triplex pumps** carry a 7-year limited warranty

Same **footprint** as previous generation for easy upgradability

**Sleek side and front removeable panels** provide easy access to the entire washer for service & maintenance

**50-ft. length of high-pressure hose** for easy cleaning in a large working area

### FEATURES

- 4.0 - 5.0 GPM @ 2000 to 3000 PSI
- NG Fired or LP Fired
- 208V or 230V, 1PH; 208V, 230V, 460V or 575V, 3PH
- ETL-Certified to UL-1776 safety standards

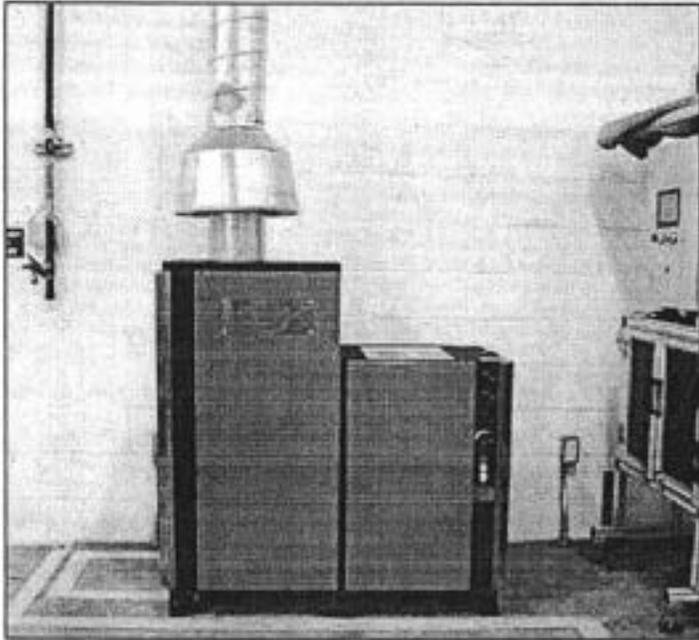
**Float tank** (with upgraded Hudson valve, standard) helps maintain constant water pressure and flow while helping to prevent sediment from entering the machine's components

**Insulated Hotsy trigger gun and insulated wand** with ergonomic, adjustable side handle

[www.Hotsy.com](http://www.Hotsy.com)

Nothing Cleans Like a Hotsy!

## Loaded with Innovation and Geared for



- **Innovation** – includes both auto start/stop and time delay shutdown capability as standard features.

- **Safety** – Pressure relief valve and locking lid/panels around the belt and pulleys to keep users safe.

- **Customization** – Concealed thermostat, adjustable detergent injector and programmable shutdown settings let you meet your individual needs.

- **Upgraded features** – Improved belt tensioning system, expandable Smart Relay and upgraded float valve standard.

- **Convenience** – upgrading and servicing are uncomplicated with improved accessibility, easily removed panels and it has the same footprint as the previous generation.



## Redesigned With More Features

The Hotsy 900 and 1400 Series pressure washers have long been the core of the Hotsy stationary pressure washer line-up. Now completely redesigned with more standard features, their appeal is even greater to industry professionals.

Taking on heavy industrial cleaning jobs is no problem for these models, which are built with Hotsy ruggedness throughout. The core components of the new 900/1400 Series washers (heating coil, pump and electronics) are protected beneath removable panels, which helps protect from overspray, dust and dirt.

The footprint of the new 900/1400 Series is the same as previous generations, which means users with an older model can upgrade easily without worrying if it will fit. The control panel conceals the programmable smart control interface which allows for setting automatic start and stop with the pull of the trigger gun, as well as time delay and thermal shut down. These features help protect the machine from damage if left unattended.

Models are ideal for heavy-duty cleaning in farming, construction, transportation, automotive, manufacturing as well as any business washing a fleet of vehicles or heavy equipment.



**Identical footprint** allows for older 900/1400 models like this one to be easily upgraded

## Spend time with your local Hotsy Expert

Hotsy has more than 160 local distributors in North America, all factory-trained to properly evaluate your high-pressure cleaning needs. They will perform a site visit to your location to evaluate your cleaning requirements. Hotsy's seasoned network of local application and installation service professionals will ensure you get the safest, most effective and most efficient cleaning solution for your cleaning needs.



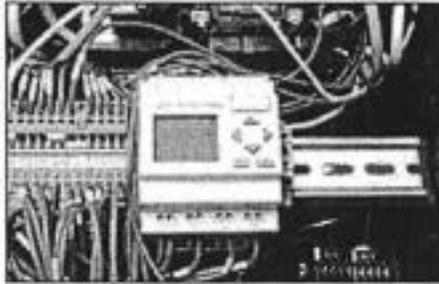
Learn more about the services you'll find at your local Hotsy dealer by watching our video



# Increased Production with Safety in Mind.

## Features

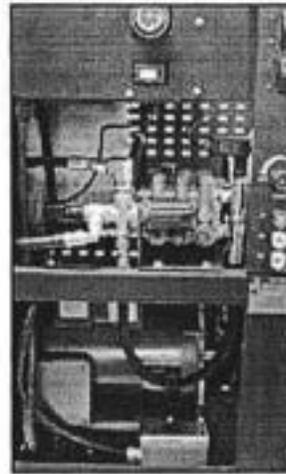
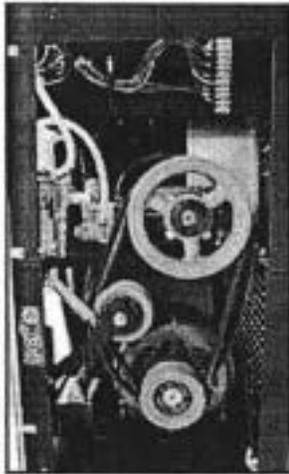
**Programmable Smart Control Automation** provides complete control over the machine's run time, auto start/stop and time delay shut down functionality.



Detachable panel allows access to **wiring and control panel hub.**



**Vertical spring-tensioned belt** provides extended life and reduced maintenance costs by eliminating multiple belts that stretch at different rates. Belt tensioner provides constant tension and makes servicing and maintenance of the belt a breeze.



**Large frame Hotsy belt-drive pump** features NESTechnology with U-Seals for 3 times longer pump life. The pump also has an oil drain, allowing for easy oil changes.

## Total System Solution

The new 900/1400 stationary pressure washers are one component in the **total system solution** that Hotsy offers. Cleaning systems consist of a pressure washer connected to water, a power source and fuel supply, which pushes the water through a trolley system suspended above, allowing for easy cleaning around a vehicle.

Your Hotsy dealers will work with you to design a custom wash bay system to meet your needs, depending on your space and what you are washing. Drive through bays or washing outdoors on a covered pad are options.

### Cost-Effective and Better Cleaning

The 900/1400 models are equipped with an adjustable upstream detergent injector that provides detergent where you're washing. In a washing system, Hotsy detergent can be stored in a drum or tote under or near the pressure washer. Utilizing a detergent proportioner, concentrated detergent is automatically mixed at a pre-determined ratio to be run through the pressure washer. This optimizes cleaning while reducing detergent use and cost. Finally, optional water recycling equipment (like Water Maze™ wash water recycle systems) can be integrated into the system to treat wash water for sewer discharge or reuse.



Learn more about system installations - scan to watch our Wash Bay video

# 900 / 1400 SERIES Hot-Water ELECTRIC Models

■ Oil Fired or LP Fired ■ 4.0 to 5.0 GPM @ 2000 to 3000 PSI ■ Hotsy Triplex Pump with 7-yr warranty ■ ETL-Certified for safety

## Stationary pressure washers for heavy-duty cleaning.

### SPECIFICATIONS

### BELT DRIVE

MODEL	GPM	PSI	HP	MOTOR RPM	VOLT/PH	AMP	FUEL	BTU/HR	PUMP MODEL	HOSE	SHIP WT
921N	4.0	2300	6.2	3450	208/1	28	NG	364,835	HHC506R.1	50'	700
926N	4.0	2000	5	1800	575/3	7	NG	364,835	HHC506R.1	50'	660
942P	4.0	2000	5	1725	208/3	18	LP	360,997	HH406R.1	50'	590
942N	4.0	2000	5	1725	208/3	18	NG	364,835	HH406R.1	50'	655
943P	4.0	2000	5	1725	230/1	25	LP	360,997	HH406R.1	50'	685
943N	4.0	2000	5	1725	230/1	25	NG	364,835	HH406R.1	50'	685
944P	4.0	2000	5	1725	230/3	16	LP	360,997	HH406R.1	50'	580
944N	4.0	2000	5	1725	230/3	16	NG	364,835	HH406R.1	50'	680
945P	4.0	2000	5	1725	460/3	8	LP	360,997	HH406R.1	50'	585
945N	4.0	2000	5	1725	460/3	8	NG	364,835	HH406R.1	50'	585
1451N	4.0	3000	8.2	3450	208/1	42	NG	364,835	HHC506R.2	50'	730
1452P	4.0	3000	7.5	1725	208/3	24	LP	360,997	HH406R.2	50'	625
1452N	4.0	3000	7.5	1725	208/3	24	NG	364,835	HH406R.2	50'	625
1453P	4.0	3000	7.5	1725	230/1	34	LP	360,997	HH406R.2	50'	735
1453N	4.0	3000	7.5	1725	230/1	34	NG	364,835	HH406R.2	50'	735
1454P	4.0	3000	7.5	1725	230/3	24	LP	360,997	HH406R.2	50'	625
1454N	4.0	3000	7.5	1725	230/3	24	NG	364,835	HH406R.2	50'	700
1455P	4.0	3000	7.5	1725	460/3	12	LP	360,997	HH406R.2	50'	630
1455N	4.0	3000	7.5	1725	460/3	12	NG	364,835	HH406R.2	50'	780
1456N	4.0	3000	8.2	3450	575/3	10	NG	364,835	HHC506R.2	50'	621
1473P	5.0	3000	10	1725	230/1	42	LP	378,617	HH406R.2	50'	735
1474P	5.0	3000	10	1725	230/1	42	NG	390,025	HH406R.2	50'	735
1473N	5.0	3000	10	1770	230/3	29	LP	378,617	HH406R.2	50'	740
1474N	5.0	3000	10	1770	230/3	29	NG	390,025	HH406R.2	50'	740

Dimensions: 47.5"l x 21" w x 51" h (including connectors and flue outlet)



### Clean better with Hotsy detergents

Hotsy pressure washers clean best when matched with specially-formulated Hotsy detergents. Nearly all 40 Hotsy detergent formulations contain

Hotsy's exclusive advanced-formula HCC additives to help prevent scale build-up and fight corrosion in your equipment. All Hotsy detergents are highly concentrated, so a little goes a long way.

Distributed by:



Nothing Cleans Like a Hotsy!

Tel: (800) 525-1976 Fax: (888) 880-9631

www.Hotsy.com email: info@Hotsy.com

P/N 9.801-491.0 Effective 1/13 Specifications & product descriptions subject

to change without notice. © 2013 Hotsy

A member of KÄRCHER North America



### OPTIONS for 900 / 1400 SERIES

- **Remote Controls:** Controls the start up, shut down and with the optional detergent kit, the application of soap with easy to use low voltage switches.
- **LP Conversion Kit:** Converts natural gas fired machines to LP fired machines.
- **8" Oil-Fired Draft Dampener:** prevent backdrafts; keeps cold air out and prevents water from running down vent pipes

### Hotsy Accessories customize your application for top performance



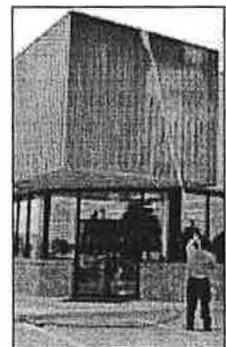
Hose reels can be mounted on the wall to keep hose neatly stored and shop areas safe



Heavy-duty high-pressure hoses in lengths up to 150-ft.



High-pressure turbo nozzles for faster cleaning



Telescoping wands extend to 24' to reach high places without scaffolding

NOTE: We are constantly improving and updating our products. Consequently, pictures, features & specifications in this brochure may differ slightly from current models. Flow rates & pressure ratings may vary due to variances allowed by manufacturers of our machine components. We attempt to keep our machine performance within ± 10% of listed specifications.

# Atomic Cleaning Systems, L.L.C.

Phone: (248) 615-4400

Fax : (248) 615-4401

32310 W. 8 Mile Rd.

Name / Address

CITY OF MONROE  
222 JONES AVE  
MONROE MI 48161

Ship To

CITY OF MONROE  
222 JONES AVE  
MONROE, MI 48161

## Quotation

Date 12/18/2014

Estimate #

Q2014-362

Qty	Item	Description	Cost Each	Total
1	KARCHER UNITS	KARCHER HDS 3.9/30 EA ST NG NATURAL GAS HOT WATER PRESSURE WASHER 3000 PSI @ 3.9 GPM 230 VOLT 1 PHASE WITH HOUR METER, THERMOSTAT, AND ELECTRONIC IGNITION 7 YEAR LIMITED WARRANTY 1 YEAR LABOR WARRANTY	5,250.00	5,250.00
1	LANDA PARTS - NON INV	L 89175070 AUTO START/STOP KIT	220.00	220.00
1	L 98010400	DRAFT DIVERTER 10"	135.00	135.00

**Subtotal** \$5,605.00

**Sales Tax (6.0%)** \$0.00

**Total** \$5,605.00

Terms

NET 30

*Account Manager: Eric Thompson*

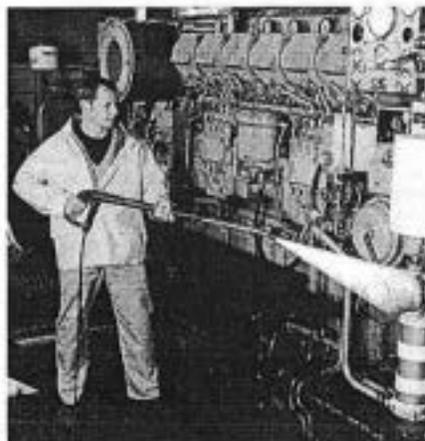
QUOTE GOOD FOR 30 DAYS

Professional Pressure Washers  
Liberty Series



## Natural gas or LP-heated pressure washer

Belt-drive, hot water power for industrial applications

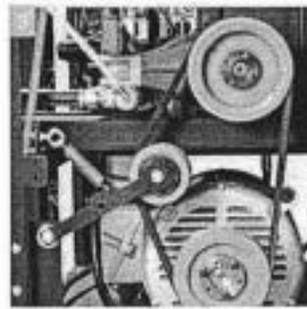


## Innovation from the inside out.

The innovative, rugged design of the new Kärcher Liberty HDS natural gas and LP-heated cabinet pressure washer delivers up to 9.5 gpm at 3,000 psi of industrial power. Built in the U.S.A., each model is constructed with anodized structural rivets, Baldor industrial motors and Kärcher pumps that are backed by a 7-year warranty. All models are ETL certified to UL and CSA safety standards.



Shown with optional steam combo



### Easy to service and operate

- All-access cabinet design with six lift out panels and easy lock fasteners provides easy access to components for maintenance in tight situations.
- Swing-out cast iron burner ring with separate "stay-in-place" ignition pilot light allows easy access and removal of the burner ring.
- Standard electronic ignition eliminates the hassle of having to monitor and light pilot flame.

### Fully configurable

- All models are readily designed to accept a full line of Easy-Add field installed option kits.
- Inlet/outlet connections can easily be moved to either side of unit.

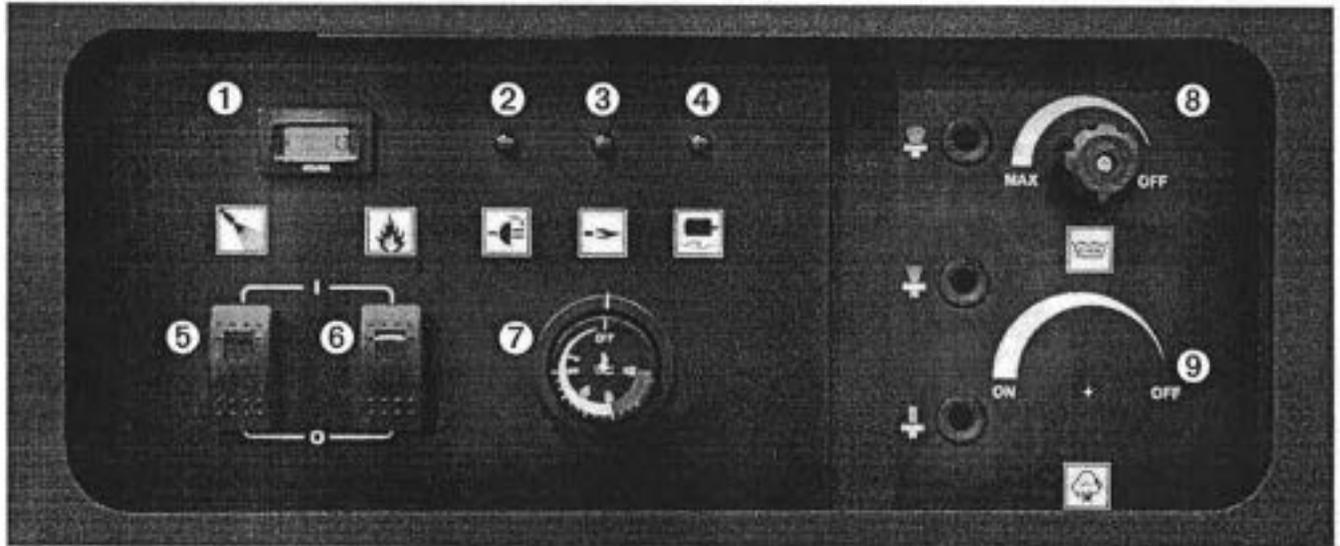
### Smart engineering

- "Stay-Tite" spring loaded belt tensioning system keeps belt tight over time and minimizes the need for maintenance.
- The extra-durable heating coil is made of leak-free, cold-rolled, schedule 80 steel pipe and is wrapped with a thick foil blanket insulation that keeps cabinet walls cool to the touch.

### Easy press trigger gun

- Ergonomic design with soft grip for greater comfort
- Power nozzle delivers 40% more cleaning power
- 41" jet pipe lance

## Easy to operate controls with instant feedback lights



- Hour meter
- Power
- Ignition circuit on

- Motor overload
- Pump on
- Burner on

- Thermostat control
- Detergent control
- Steam control (optional)

## Simple to configure with “Easy-Add” option kits

Order No.	Model	Order No.	Model
8.917-508.0	Kit, time delay shutdown	8.917-507.0	Kit, auto start/stop
8.917-509.0	Kit, wireless remote pump/burner/detergent	8.921-778.0	Kit, steam combo
8.921-832.0	Wireless handheld transmitter	8.851-043.0	Draft diverter, 10", up to 5 gpm
8.917-817.0	Kit, wall bracket wireless transmitter	8.717-730.0	Draft diverter, 12", over 5 gpm
8.921-774.0	Kit, wired remote station, pump/burner, NG	8.753-474.0	Draft damper, 10"
8.921-773.0	Kit, wired remote detergent, NG	8.753-478.0	Draft damper, 12"

## Liberty Series - Professional Pressure Washers

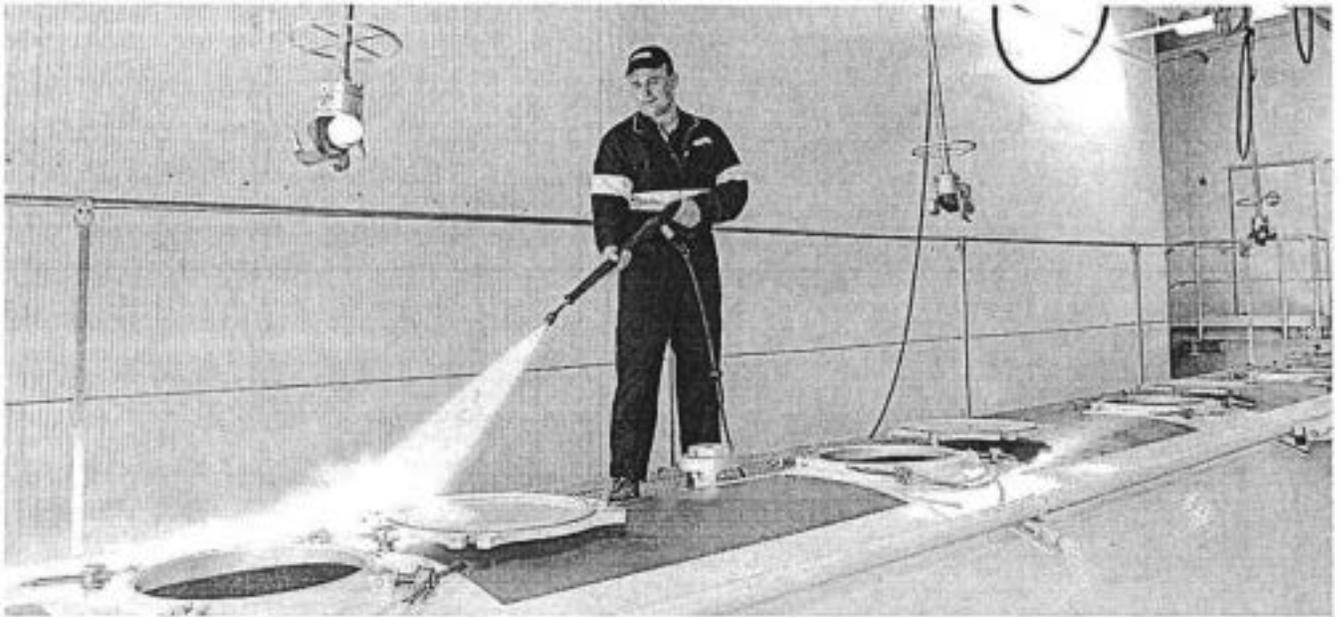


- Kärcher Easy Press trigger gun
- Kärcher Power Nozzle
- Kärcher pump with 7-year warranty
- Diaphragm float valve (no float ball or lever arm)
- "Stay-in-Place" ignition pilot light with swing out burner ring
- Stay-tite spring loaded belt tensing system
- Cool wall cabinet construction



## Natural gas-heated 3.5-5 GPM medium cabinet design

Order No.	Model	GPM	PSI	Voltage	Phase	Amps	HP	Pump	Pump RPM	BTU	Dimensions (L x W x H) inches	Weight (lbs.)
1.109-715.0	HDS 3.5/20 Ea ST NG	3.5	2000	230V	1 ph	25	5	KD4020R	1350	310,000	49 x 24 x 48	815
1.109-716.0	HDS 4.0/22 Ea ST NG	4	2200	230V	1 ph	29	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-717.0	HDS 4.0/22 Eb ST NG	4	2200	230V	3 ph	18	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-718.0	HDS 4.0/22 Ec ST NG	4	2200	460V	3 ph	7	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-719.0	HDS 4.0/22 Ef ST NG	4	2200	575V	3 ph	6.5	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-720.0	HDS 4.0/22 Eg ST NG	4	2200	208V	1 ph	30	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-721.0	HDS 4.0/22 Eh ST NG	4	2200	208V	3 ph	18	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-723.0	HDS 3.9/30 Ea ST NG	3.9	3000	230V	1 ph	36	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-724.0	HDS 3.9/30 Eb ST NG	3.9	3000	230V	3 ph	25	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-725.0	HDS 3.9/30 Ec ST NG	3.9	3000	460V	3 ph	15	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-726.0	HDS 3.9/30 Ef ST NG	3.9	3000	575V	3 ph	14	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-727.0	HDS 3.9/30 Eg ST NG	3.9	3000	208V	1 ph	38	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-728.0	HDS 3.9/30 Eh ST NG	3.9	3000	208V	3 ph	27	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-736.0	HDS 4.8/30 Ea ST NG	4.8	3000	230V	1ph	40	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-737.0	HDS 4.8/30 Eb ST NG	4.8	3000	230V	3ph	26	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-738.0	HDS 4.8/30 Ec ST NG	4.8	3000	460V	3ph	15	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-739.0	HDS 4.8/30 Ef ST NG	4.8	3000	575V	3ph	14	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-740.0	HDS 4.8/30 Eg ST NG	4.8	3000	208V	1ph	49	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-741.0	HDS 4.8/30 Eh ST NG	4.8	3000	208V	3ph	32	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-730.0	HDS 5.0/23 Ea ST NG	5.0	2300	230V	1ph	36	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-731.0	HDS 5.0/23 Eb ST NG	5.0	2300	230V	3ph	25	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-732.0	HDS 5.0/23 Ec ST NG	5.0	2300	460V	3ph	15	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-733.0	HDS 5.0/23 Ef ST NG	5.0	2300	575V	3ph	14	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-734.0	HDS 5.0/23 Eg ST NG	5.0	2300	208V	1ph	38	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-735.0	HDS 5.0/23 Eh ST NG	5.0	2300	208V	3ph	27	8.2	KT6035R	1225	439,000	49 x 24 x 48	856



## LP gas-heated 3.5-5 GPM medium cabinet design

Order No.	Model	GPM	PSI	Voltage	Phase	Amps	HP	Pump	Pump RPM	BTU	Dimensions (L x W x H) Inches	Weight (lbs.)
1.109-756.0	HDS 3.5/20 Ea ST LP	3.5	2000	230V	1 ph	26	5	KD4020R	1350	310,000	49 x 24 x 48	815
1.109-757.0	HDS 4.0/22 Ea ST LP	4	2200	230V	1 ph	29	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-758.0	HDS 4.0/22 Eb ST LP	4	2200	230V	3 ph	18	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-759.0	HDS 4.0/22 Ec ST LP	4	2200	460V	3 ph	7	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-760.0	HDS 4.0/22 Ef ST LP	4	2200	575V	3 ph	6.5	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-761.0	HDS 4.0/22 Eg ST LP	4	2200	208V	1 ph	30	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-762.0	HDS 4.0/22 Eh ST LP	4	2200	208V	3 ph	18	6.2	KM4035R	1250	364,000	49 x 24 x 48	843
1.109-764.0	HDS 3.9/30 Ea ST LP	3.9	3000	230V	1 ph	36	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-765.0	HDS 3.9/30 Eb ST LP	3.9	3000	230V	3 ph	25	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-766.0	HDS 3.9/30 Ec ST LP	3.9	3000	460V	3 ph	15	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-767.0	HDS 3.9/30 Ef ST LP	3.9	3000	575V	3 ph	14	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-768.0	HDS 3.9/30 Eg ST LP	3.9	3000	208V	1 ph	38	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-769.0	HDS 3.9/30 Eh ST LP	3.9	3000	208V	3 ph	27	8.2	KM4035R	1225	354,000	49 x 24 x 48	856
1.109-777.0	HDS 4.8/30 Ea ST LP	4.8	3000	230V	1ph	40	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-778.0	HDS 4.8/30 Eb ST LP	4.8	3000	230V	3ph	26	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-779.0	HDS 4.8/30 Ec ST LP	4.8	3000	460V	3ph	15	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-780.0	HDS 4.8/30 Ef ST LP	4.8	3000	575V	3ph	14	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-781.0	HDS 4.8/30 Eg ST LP	4.8	3000	208V	1ph	49	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-782.0	HDS 4.8/30 Eh ST LP	4.8	3000	208V	3ph	32	10	KT6035R	1225	415,000	49 x 24 x 48	885
1.109-771.0	HDS 5.0/23 Ea ST LP	5.0	2300	230V	1ph	36	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-772.0	HDS 5.0/23 Eb ST LP	5.0	2300	230V	3ph	25	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-773.0	HDS 5.0/23 Ec ST LP	5.0	2300	460V	3ph	15	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-774.0	HDS 5.0/23 Ef ST LP	5.0	2300	575V	3ph	14	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-775.0	HDS 5.0/22 Eg ST LP	5.0	2200	208V	1ph	38	8.2	KT6035R	1225	439,000	49 x 24 x 48	856
1.109-776.0	HDS 5.0/23 Eh ST LP	5.0	2300	208V	3ph	27	8.2	KT6035R	1225	439,000	49 x 24 x 48	856



- ☐ Kärcher Easy Press trigger gun
- ☐ Kärcher Power Nozzle
- ☐ Kärcher pump with 7-year warranty
- ☐ Diaphragm float valve (no float ball or lever arm)
- ☐ "Stay-in-Place" ignition pilot light with swing out burner ring
- ☐ Stay-tite spring loaded belt tensioning system
- ☐ Cool wall cabinet construction



## Natural gas-heated 6.3+ GPM large cabinet design

Order No.	Model	GPM	PSI	Voltage	Phase	Amps	HP	Pump	Pump RPM	BTU	Dimensions (L x W x H) inches	Weight (lbs.)
1.109-744.0	HDS 6.3/32 Eb ST NG	6.3	3000	230V	3ph	39	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-745.0	HDS 6.3/32 Ec ST NG	6.3	3200	460V	3ph	19	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-746.0	HDS 6.3/32 E1 ST NG	6.3	3000	575V	3ph	18	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-747.0	HDS 6.3/32 Eh ST NG	6.3	3200	208V	3ph	39	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-748.0	HDS 8.0/32 Eb ST NG	8.0	3200	230V	3ph	46	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-749.0	HDS 8.0/32 Ec ST NG	8.0	3200	460V	3ph	26	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-750.0	HDS 8.0/32 E1 ST NG	8.0	3200	575V	3ph	26	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-751.0	HDS 8.0/32 Eh ST NG	8.0	3200	208V	3ph	52	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-752.0	HDS 9.5/30 Eb ST NG	9.5	3000	230V	3ph	52	20	KX1036R	1650	816,000	64 x 35 x 61	1910
1.109-753.0	HDS 9.5/30 Ec ST NG	9.5	3000	460V	3ph	26	20	KX1036R	1650	816,000	64 x 35 x 61	1910
1.109-754.0	HDS 9.5/30 E1 ST NG	9.5	3000	575V	3ph	26	20	KX1036R	1650	816,000	64 x 35 x 61	1910
1.109-755.0	HDS 9.5/30 Eh ST NG	9.5	3000	208V	3ph	52	20	KX1036R	1650	816,000	64 x 35 x 61	1910



## LP gas-heated 6.3+ GPM large cabinet design

Order No.	Model	GPM	PSI	Voltage	Phase	Amps	HP	Pump	Pump RPM	BTU	Dimensions (L x W x H) inches	Weight (lbs.)
1.109-785.0	HDS 6.3/32 Eb ST LP	6.3	3200	230V	3ph	39	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-786.0	HDS 6.3/32 Ec ST LP	6.3	3200	460V	3ph	19	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-787.0	HDS 6.3/32 Ef ST LP	6.3	3200	575V	3ph	18	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-788.0	HDS 6.3/32 Eh ST LP	6.3	3200	208V	3ph	39	15	KT6035R	1625	507,000	64 x 35 x 61	1825
1.109-789.0	HDS 8.0/32 Eb ST LP	8.0	3200	230V	3ph	46	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-790.0	HDS 8.0/32 Ec ST LP	8.0	3200	460V	3ph	26	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-791.0	HDS 8.0/32 Ef ST LP	8.0	3200	575V	3ph	26	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-792.0	HDS 8.0/32 Eh ST LP	8.0	3200	208V	3ph	52	20	KX9536R	1458	658,000	64 x 35 x 61	1840
1.109-793.0	HDS 9.5/30 Eb ST LP	9.5	3000	230V	3ph	52	20	KX1036R	1650	816,000	64 x 35 x 61	1910
1.109-794.0	HDS 9.5/30 Ec ST LP	9.5	3000	460V	3ph	26	20	KX1036R	1650	816,000	64 x 35 x 61	1910
1.109-795.0	HDS 9.5/30 Ef ST LP	9.5	3000	575V	3ph	26	20	KX1036R	1650	816,000	64 x 35 x 61	1910
1.109-796.0	HDS 9.5/30 Eh ST LP	9.5	3000	208V	3ph	52	20	KX1036R	1650	816,000	64 x 35 x 61	1910



**makes a difference**

**Your Authorized Kärcher Professional Dealer:**

**ATOMIC CLEANING SYSTEMS LLC  
32310 W 8 MILE ROAD  
FARMINGTON HILLS MI 48336  
248-615-4400**

Kärcher Commercial  
Phone 888-805-9852  
Fax 800-248-8409  
info@karchercommercial.com  
www.karchercommercial.com



2003 Superior Street  
Sandusky, Ohio 44870  
Office: 419-502-0007  
[Jb.enzos@bex.net](mailto:Jb.enzos@bex.net)

December 17, 2014

Monroe Street Department  
Attn: Dave Tubbs  
222 Jones Ave  
Monroe, MI 48161

**Quote**

Dave,

Enzo's Cleaning Solutions appreciates the opportunity to submit the following quotation.

<p><b>Mi-T-M Natural Gas / Belt Drive Pressure Washer</b>          HEG-3005-OE3G          10 HP, 230 V, 3P, 25amp          5 GPM @ 3000 PSI          Open drip proof electric motor w/ thermal overload protection          Dual Lance Wand w/ trigger gun &amp; 50 Ft. High pressure hose          Adjustable thermostat          Powder coated side panels &amp; frame          General Pump          10 Inch Draft Diverter Included</p>	<p>Retail Price          \$8160.00</p>
<p><b>Monroe Street Department Cost</b></p>	
<p><b>\$4900.00</b></p>	
<p><b>Monroe Street Department to do the following (pressure washer)</b>          Purchase &amp; Install exhaust stack from machine through roof          Run natural gas lines to machine          Run water lines to machine          Run electric to machine</p>	

Please review the above quote and contact us with any questions. We look forward to the opportunity to supply your equipment needs. This unit will be dropped shipped to your location. Contact us when it arrives to schedule installation.

Sincerely,  
Jeff Briggs  
Cell: 567-227-0372  
[Jb.enzos@bex.com](mailto:Jb.enzos@bex.com)



2003 Superior Street  
 Sandusky, Ohio 44870  
 Office: 419-502-0007  
[Jb.enzos@bex.net](mailto:Jb.enzos@bex.net)

December 17, 2014

Monroe Street Department  
 Attn: Dave Tubbs  
 222 Jones Ave  
 Monroe, MI 48161

**Quote**

Dave,

Enzo's Cleaning Solutions appreciates the opportunity to submit the following quotation.

**Pressure Washer Options for HEG – 3005-OE3G**

Hour meter	\$102.00
Dual Gun – Equalizes pressure to spray both wands at same time.	\$520.00
Time delay shut down & first remote	\$1720.00

**Equipment Options**

2- 100 Ft. Spring Driven Retractable Hose Reel	\$1450.00
2 - 100 Ft. High Pressure Hoses	\$320.00
1 Trigger & Dual lance wand assembly	\$195.00
2 - 50 Ft. High Pressure Hoses	\$190.00
Down Stream Injector	\$58.00
Shipping	\$100.00

**Chemical Options**

Sizzle Truck Wash*	Bulk @\$6.50 Gallon (225 Gallons)	\$1462.50
<b>*Product used at a 20:1 dilution rate</b>		

<b>Labor/ installation</b>	14 hours @ \$70 per hour	\$980.00
----------------------------	--------------------------	----------

Please review the above quote and contact us with any questions. We look forward to the opportunity to supply your equipment and chemical needs. We will help to educate your staff on the importance of preventative maintenance care for the fleet. We are here to help you protect your investment.

Sincerely,  
 Jeff Briggs  
 Cell: 567-227-0372  
[Jb.enzos@bex.com](mailto:Jb.enzos@bex.com)

\$ 6907.50  
 ALL  
 OPTIONS



2003 Superior Street  
 Sandusky, Ohio 44870  
 Office: 419-502-0007  
[Jb.enzos@bex.net](mailto:Jb.enzos@bex.net)

December 17, 2014

Monroe Street Department  
 Attn: Dave Tubbs  
 222 Jones Ave  
 Monroe, MI 48161

**Quote**

Dave,

Thank you for taking the time to discuss our undercarriage wash system, it was a pleasure. Enzo's Cleaning Solutions appreciates the opportunity to submit the following quotation.

<b>The Neutralizer</b>		
<b>Undercarriage Wash System – Galvanized two pad unit with ball valve assembly</b>		\$1800.00
Tee Connection System		\$100.00
Down Stream Injector		\$58.00
3 port Detergent Distribution System		\$185.00
Misc Parts (tap cons, metal screws, hose clamps etc)		\$100.00
2 – 20 Ft Hoses		\$102.00
Shipping		\$150.00
Labor – Installation	6 Hours @ \$70.00/hour	\$420.00
 <b>Chemical Options</b>		
ConSalt Salt Neutralizer*	55 gallon barrel	\$1045.00
ConSalt Salt Neutralizer*	Bulk @ \$16.00 Gallon (225 Gallons)	\$3600.00
<b>*Product used at a 20:1 dilution rate</b>		

Please review the above quote and contact us with any questions. We look forward to the opportunity to supply your equipment and chemical needs. We will help to educate your staff on the importance of preventative maintenance care for the fleet. The Neutralizer system in tandem with the ConSalt product will help reduce corrosion and increase the life of your fleet. We are here to help you protect your investment.

Sincerely,  
 Jeff Briggs  
 Enzo's Cleaning Solutions, LLC  
 Cell: 567-227-0372  
[Jb.enzos@bex.com](mailto:Jb.enzos@bex.com)



## CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** TEAMSTERS LOCAL 214

**DISCUSSION:** The City of Monroe and Teamsters Local 214 have reached an agreement to extend the current collective bargaining agreement dated January 1, 2012 through December 31, 2014, for one additional year. The new agreement will expire on December 31, 2015; will not reflect any wage increases or changes in benefits or working conditions; and will meet the requirements imposed by Public Act 152 regarding the “hard caps”.

IT IS RECOMMENDED that the Mayor and City Council approve the attached extension of the Teamsters Collective Bargaining Agreement.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** 1/05/15

**REASON FOR DEADLINE:** Collective Bargaining Agreement Extension

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Peggy A. Howard, Human Resources Director

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** TEAMSTERS LOCAL 214

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project

Cost of This Project Approval \$ N/A

Related Annual Operating Cost \$ N/A

Increased Revenue Expected/Year \$ N/A

**SOURCE OF FUNDS:**

City  
Amount

Account

Number

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

Other Funds

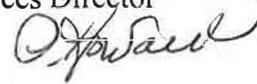
\$ N/A  
\$ N/A  
\$ N/A  
\$ N/A

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

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

**DATE:** 12/22/14

**REVIEWED BY:**



**DATE:**

**COUNCIL MEETING DATE:** 1/05/15

**EXTENSION AGREEMENT**

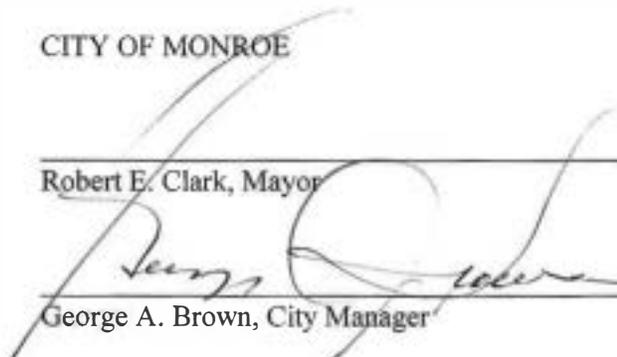
The City of Monroe and Teamsters Local 214 hereby agree that their January 1, 2012 through December 31, 2014 Collective Bargaining Agreement (“Current Agreement”) shall automatically be extended upon its expiration for a period of one (1) year, commencing January 1, 2015, and expiring December 31, 2015 (“Extended Agreement”). The terms of the Extended Agreement shall be the same as those provided in the Current Agreement, except as provided below:

1. To comply with applicable law, Article 4, UNION SECURITY, pp. 2-4 of the Current Agreement, shall be deleted and replaced in the Extended Agreement with Article 4, VOLUNTARY UNION DUES DEDUCTIONS (Attachment 1).
2. Appendix A, Wage Schedule, p. 51, shall be amended to reflect that it is effective July 1, 2014, through December 31, 2015.

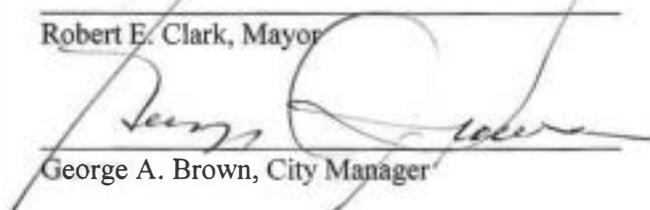
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 17th day of December, 2014.

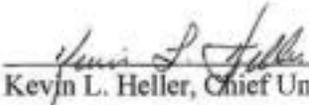
CITY OF MONROE

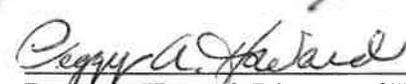
TEAMSTERS LOCAL 214

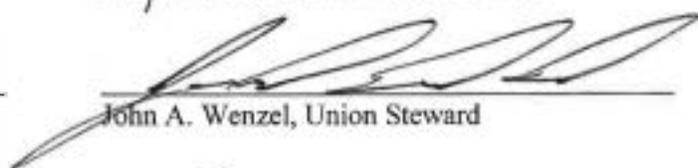
  
\_\_\_\_\_  
Robert E. Clark, Mayor

  
\_\_\_\_\_  
Mark Gaffney, Business Representative

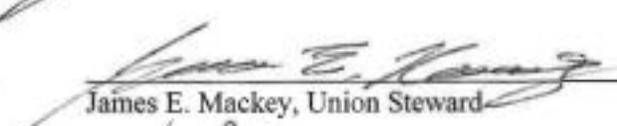
  
\_\_\_\_\_  
George A. Brown, City Manager

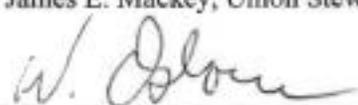
  
\_\_\_\_\_  
Kevin L. Heller, Chief Union Steward

  
\_\_\_\_\_  
Peggy A. Howard, Director of Human Resources

  
\_\_\_\_\_  
John A. Wenzel, Union Steward

\_\_\_\_\_  
Michelle J. LaVoy, Clerk/Treasurer

  
\_\_\_\_\_  
James E. Mackey, Union Steward

  
\_\_\_\_\_  
William G. Osborne, Union Steward

ARTICLE 4  
VOLUNTARY UNION DUES DEDUCTIONS-

Section 1. Dues Deductions.

(a) Employees may have monthly membership dues deducted from their earnings by signing an Authorization Form (agreed to by the Union and the Employer), or they may pay dues directly to the Union.

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above-referenced Union membership dues from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Union's Financial Officer shall submit to the Employer's Payroll Office written certification of the amount of dues to be deducted pursuant to the provisions of this Article.

(c) Each employee shall execute the required Authorization Form for deduction of Union membership dues before any payroll deductions shall be made. Deductions shall be made only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.

(d) Deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and biweekly thereafter.

(e) All sums deducted by the Employer shall be remitted to the Union's Financial Officer within thirty (30) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Authorization during the previous month. Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.

(f) Once any funds are remitted to the Union by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Union. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the Union or applicable state or federal law, refunds to the employee shall be made by the Union to the employee.

(g) The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 2. Save Harmless. The Union shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of

liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Approval of the Statement of Work for the “*Mousetrap Mobile*” Recreation Mobile Device Application with the Michigan Recreation and Parks Association (MRPA) and Mousetrap Group, LLC

**DISCUSSION:** The Michigan Recreation & Parks Association (MRPA) and Mousetrap Group, LLC have partnered to provide a mobile device application for MRPA members. This mobile website application enables recreation departments to send text alerts for program info, cancellations, reminders, surveys, and much more. There would be no direct cost to the City for this service, as it is supported through advertising that appears on the mobile application. Sponsorship (advertising) procurement both by Mousetrap Mobile and the Recreation Department pay the cost of the service. The City will receive compensation for a percentage of those sponsorships the Department secures on a quarterly basis.

Best practices are followed, and recipients do not receive texts or alerts for anything beyond the content for which they sign up. Users opt in and are able to opt out at anytime. Mousetrap Mobile will work with the Monroe County IT Department to set up the mobile site. Loretta LaPointe, Recreation Manager, has spoken with Peggy Tyniw from County IT, who has also reviewed a webinar through MRPA on this application. Other City Departments could have a ‘button’ set up on the mobile application that would allow users to sign-up for their information as well. This could also be another way to promote the Stewardship Monroe program. The ‘Welcome Package’ attachment gives an idea of what the app will look like. The ‘Statement of Work’ is our agreement with MRPA, who has already signed the contract with Mousetrap Mobile and the ‘Terms and Conditions’ spell out further information.

There were some concerns with the ‘Terms and Conditions’ of the Statement of Work identified by the City Attorney, including the initial 3-year term of the agreement and penalty for early termination, any potential litigation would occur in Oakland County, and a typographical error in section 3.2. Mousetrap Group, LLC, responded that they cannot offer an opt-out provision during the initial 3-year term due to the sponsorship (advertising) agreements, that they are an Oakland Co. company and would like to keep the venue in Oakland Co., and they corrected the typographical error.

To help ensure this application was working well in other communities and there were not any realized problems from the unfavorable ‘Terms and Conditions’ described above, the Recreation Department staff contacted several of the communities in which the program is utilized. The attached Memo dated December 19 from Loretta LaPointe, Recreation Manager, highlights comments from ten (10) of the estimated fourteen (14) communities or agencies that are currently utilizing this application. The responses from the other communities and agencies were predominantly positive, with only a few functionality concerns.

**IT IS RECOMMENDED** that City Council approve entering into the Statement of Work with the Michigan Recreation and Parks Association and Mousetrap Group, LLC; and authorize the City Manager to execute the Agreement.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** February 2, 2015

**REASON FOR DEADLINE:** Allow time for implementation of the program before the peak Spring/Summer recreation season.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:**

**INITIATED BY:** Recreation Department

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Monroe County IT Department, City Residents, other Departments that may choose to utilize the application.

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ 0*
	Cost of This Project Approval	\$ 0
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year	\$ 0

\* Paid for through advertising.

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

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

**FACT SHEET PREPARED BY:** Dan Swallow, Director of Economic and Community Development **DATE:** 12/29/14

**REVIEWED BY:** George Brown, City Manager



**DATE:**

**COUNCIL MEETING DATE:** January 5, 2015

## STATEMENT OF WORK

**Client:**  
**Effective Date:**  
**Project:**

### 1. STATEMENT OF WORK

This Statement of Work ("SOW") outlines the Services and fees associated with the proposed Mobile Application to be provided by the Michigan Parks and Recreation Association. ("MRPA") & Mousetrap Group, LLC, a Michigan limited liability company ("Mousetrap"), to \_\_\_\_\_, a Michigan nonprofit corporation ("Client") This SOW is subject to MRPA and Mousetrap's Terms and Conditions included herewith (the "Terms and Conditions").

### 2. SERVICES

- **Mobile Website Application.** Mousetrap & MRPA will provide Client with a branded Mobile Website Application using Client's Content and providing for sponsorship opportunities. The Mobile Website Application shall have the following functionality:

- |                           |                                    |
|---------------------------|------------------------------------|
| - Site Map                | - Class Info                       |
| - Park Finder             | - Map and Directions               |
| - Park Information        | - Education                        |
| - Event Schedule          | - Trail Info                       |
| - Security & Contact info | - Top & Bottom Rotating Banner Ads |
| - Athletic info           |                                    |

All functionality of the Website Application is tentative and subject to Mousetrap & MRPA and Client approval. Actual functionality of the Website Application may vary.

- **SMS Electronic Messaging.** Mousetrap and MRPA will provide Client SMS communication services and alerts for the programs listed; these SMS messages will also include sponsorship.

- |  |   |
|--|---|
| - weather alerts   | - special events  |
| - emergency alerts   | - theater events  |
| - closing <ul style="list-style-type: none"><li>▪ pool closings</li><li>▪ beach closing</li><li>▪ facility closings</li></ul>      | - community center alerts   |
| - park schedule  | - aquatic centers   |
| - trail conditions   | - municipal golf  |
| - water conditions   | - classes   |
| - fishing conditions   | - education <ul style="list-style-type: none"><li>▪ park history</li><li>▪ plant facts</li><li>▪ wildlife facts</li></ul> |
| - sports alerts <ul style="list-style-type: none"><li>▪ game reminders</li><li>▪ game delays</li><li>▪ game cancelations</li></ul> | - public safety   |
| - activities   | - donation  |
|  | - promotions & contests   |
|  | - surveys   |

All SMS communication services and alerts are tentative and subject to Mousetrap & MRPA and Client approval. Actual functionality of the SMS communication services and alerts may vary.

- **Marketing and Support.** Mousetrap & MRPA will provide Client marketing support to insure the success of the program, including designed materials, Website widgets, and social media marketing, this also includes the necessary training of the Mousetrap Messaging Dashboard.

All Services will be provided in accordance with the Mobile Marketing Association Consumer Best Practices Guidelines for Cross-Carrier Mobile Content Services.

### 3. CLIENT RESPONSIBILITIES

#### Timelines

In order to launch and optimize the results of the Application, Client must follow the timelines established for Client information, materials, cooperation, and Content. Additionally, Mousetrap & MRPA may provide Client with a detailed schedule of other benchmarks each month that will need to be adhered to in order for the Application to launch on the designated dates. If Client requires additional time for internal approvals, this timeline will be adjusted accordingly.

#### Content

Client shall provide all Content, including, but not limited to, artwork, graphics, text, videos, music, schedules, Maps.

CLIENT IS RESPONSIBLE FOR THE ACCURACY OF ALL CONTENT THAT IT PROVIDES TO MOUSETRAP & MRPA.

#### Customer Information

Client will provide relevant Customer Information as needed and mutually agreed upon to allow Mousetrap to perform the Services in compliance with applicable Laws. Among the laws that may be of particular relevance to Client in SMS Electronic Messages are the CAN-SPAM Act of 2003 and various state laws.

#### SMS Electronic Messages Recipient List(s): Scope of Use

Client agrees not to provide to Mousetrap a Customer or User email or SMS address to be used if such use would fall outside of the Customer's or User's original scope of consent.

If Client-provided lists contain a large number of email or SMS addresses that are either invalid or have previously generated a SPAM submission from Client's Customers or Users, Mousetrap may be unable to use its servers to send email or SMS to these addresses and lists. When the recipient list quality is questionable, therefore, Client may request Additional Services from Mousetrap for assistance. If so, then Mousetrap agrees to perform such Additional Services at Mousetrap's then current Standard Rates.

Mousetrap reserves the right to terminate any SMS Electronic Message or campaign that receives a high number of invalid (bounced) contacts or SPAM complaints (as reported back by recipient ISPs or carriers). Mousetrap further reserves the right to refuse to send an email or SMS message with Content, messaging or other elements that, in its sole discretion, Mousetrap believes will disrupt its normal business operations.

**Marketing and Promotion of Application:** Client agrees to make best efforts to market and promotes the applications provided that is detailed within this SOW with MRPA and Mousetrap. Client also agrees to promote the provided services in the following manners where applicable:

- Current Website with provided Widget
- News letters
- Park Brochures
- Press Release
- Email blasts
- During events
- Social Media
- During Sports programs & Classes
- Signage in Park/Facilities
- Public Access Mentions

All marketing and promotional efforts are tentative and subject to Mousetrap & MRPA and Client approval. Actual marketing and promotional efforts may vary and will be defined accordingly.

Client shall comply with the Mobile Marketing Association Consumer Best Practices Guidelines for Cross-Carrier Mobile Content Services.

**4. COMPENSATION & Costs:** MRPA agrees to compensate Client in exchange for the rights to provide quality sponsorship within the Mobile Web Based Application and within the body of the messaging provided as detailed within the SOW. MRPA and Mousetrap agree to provide these detailed services and compensation as listed

below. Additionally if Client chooses to use the Mousetrap Messaging system for messages for programs that are not listed or non-sponsored messages within this SOW, client agrees to have the cost of these additional services reconciled from the compensation that it receives from MRPA. Mousetrap shall pay to MRPA on a quarterly calendar basis the following percentage amounts from all net sums collected by mousetrap in said quarter as a result of any and all client and/or MRPA activity:

- 12% of net collected sponsorship
- 15% Sponsorship procurement
- \$.06 Cost per message for non-sponsored messages.

Mousetrap shall make said payment to MRPA no later than the last day of any given quarter. MRPA shall pay to client, on or before the third Friday following MRPA's receipt of the above referenced amounts, a sum equal to 80% of net collected sponsorship revenue received by MRPA and attributable to said client, and 100% of the sponsorship procurement revenue received by MRPA and attributable to said client.

**5. ADDITIONAL SOWs.**

This SOW covers all Services to be provided by Mousetrap to Client for the first year of the Parties' three-year Initial Term. Assuming the Parties' costs do not materially change, SOWs issued for successive years shall be substantially on the same terms and conditions of this SOW, including all compensation in section 4 above, accept as mutually agreed by the Parties.

This Statement of Work is effective as of the date indicated on the first page of this document.

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**Authorization and Acceptance: By signing below, the parties accept the terms of MRPA and Mousetrap's Terms and Conditions, which are incorporated herein by reference (collectively, the "Agreement"). Defined terms not otherwise defined in any of these documents shall have the meaning given in the Terms and Conditions. If any of the terms in the Terms and Conditions conflict with the terms of this Statement of Work, this Statement of Work will control. The Agreement constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior understanding or communication, written or oral.**

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**Michigan Recreation and Parks Association**

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Signature	Date
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Printed Name	Title
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**{Client}**

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Signature	Date
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Printed Name	Title
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## TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (together with a Statement of Work signed by the Parties is referred to as this "Agreement") is made by and between Michigan Recreation and Parks Association ("MRPA"), a Non-Profit Organization, Mousetrap Group, LLC ("Mousetrap"), a Michigan limited liability company, the exclusive service provider, and the client-member identified on a Statement of Work ("Client"), and is effective as of the date Client executes a Statement of Work (the "Effective Date").

### 1 Definitions

1.1 "Commercial Electronic Message" or means any email, text, or other electronic message that has as its primary purpose the commercial advertisement or promotion of a commercial product or service.

1.2 "Content" means all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials.

1.3 "Developed Systems" means Third Party Software that Client may access and which is used to deliver the Services. Developed Systems may include, without limitation, backend Website Application Content management and Commercial Electronic Message systems.

1.4 "Intellectual Property" means any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or later in force.

1.5 "Party" means a party to this Agreement.

1.6 "Personally Identifiable Information" or "Personal Information" means any information that can be used to identify a person. Such information could include name, country, street address, email address, mobile equipment identifier, credit card number, social security number, government ID number, an IP address, or any unique identifier that could be associated with personally identifiable information in another system.

1.7 "SPAM" means unsolicited, unwanted, irrelevant, or inappropriate email or SMS messages.

1.8 "Statement of Work" or "SOW" means the detailed description and/or specifications of the event web-based applications, online marketing, electronic messaging systems, hosted software solutions, and/or software development services, as authorized and accepted by Client, that Mousetrap delivers.

1.9 "Third Party Software" means any software or application

licensed by Mousetrap and sublicensed to Client as provided in this Agreement and the applicable SOWs.

1.10 "User Data" means information collected from Users while visiting Client's website or the Website Application, whether individual User Data or aggregated User Data. User Data may include Personally Identifiable Information.

1.11 "Vendor" means a third party service provider selected by MRPA to perform certain functions as part of the Services under this Agreement.

1.12 The "Website Application" means a web-based application located on the Internet accessible by a Uniform Resource Locator ("URL"), via a web browser, which is owned by Mousetrap, and which Mousetrap develops and provides to Client in connection with Services. The specific specifications and functionality of the Website Application is as provided in the SOW.

### 2 SHORTCODE MESSAGING SERVICES SUPPLEMENTAL TERMS & CONDITIONS

"Carrier Requirements" means those codes of practice, rules of procedure, guidelines, directions, policies and other requirements of the Carriers with whom Mousetrap and Client are engaged or may become engaged during the term of this Agreement or otherwise. Without prejudice to the above, Carrier Requirements shall include the then-current Mobile Marketing Association Consumer Best Practice Guidelines and individual wireless Carrier guidelines as may be amended from time to time.

"Carriers" means those companies who operate the communications networks through which Short Code Content is delivered, and the networks through which Short Code Content is delivered. A Carrier's requirements must be complied with in order for Short Code Content to be delivered.

"MMA Best Practices" Client shall at all times abide by the Mobile Marketing Association's best practices for Mobile Marketing. (<http://mmaqlobal.com/bestpractices.pdf>)

"Short Code Content" means any data sent or received by the Client through the Services including without limitation all advertisements, data, information, material and audio or visual content, text, pictures, photographs, video, music, sound, graphics, applications, animations, banners, promotions, messages opt-ins, or other multi-media content or materials delivered through and/or transmitted by Mousetrap Services.

"Short Code Program" means a marketing or promotion program that utilizes 'short codes.' Shortcodes are five or six digit numbers that, once entered as the recipient of a text message by a mobile phone user, can cause certain functions to be performed, such as, for example, the purchase of a ringtone.

**"Subscriber"** means a legal person who is subscribed to a Carrier to receive the services of the Carrier, including but not limited to the wireless communications services offered by the Carrier.

**Short Code Content.** Client is solely responsible for the Short Code Content. Client also is responsible for ensuring that the Short Code Content (i) does not knowingly disparage, defame, or discredit Mousetrap, any participating Carriers or their respective names, and is not derogatory or detrimental to the good name or business reputation of Mousetrap or any Carrier, and (ii) does not constitute Unsuitable Short Code Content (as defined below). Each Carrier may review any or all Short Code Content prior to the delivery of such content to its Subscribers. Such Carrier may reject any Short Code Content. In addition, Mousetrap may block any Short Code Content that in its reasonable opinion would be considered by any Carrier to be Unsuitable Short Code Content, and Mousetrap shall notify Client of any such rejection. Mousetrap's use of Short Code Content shall not constitute an approval or other endorsement of the suitability of such Short Code Content, and Mousetrap reserves the right to reject any such Short Code Content in its reasonable discretion.

**Solicitation; Opt-in; Opt-out.** Neither party shall (i) knowingly transmit "spam" or distribute any other unsolicited information, or (ii) contact Subscribers via other means, including telemarketing, unless the Subscriber provides prior express consent. Client shall only send Short Code Content to Subscribers who have affirmatively expressed a desire to receive such Short Code Content ("**Opt-in Consent**"). Client may secure Opt-in Consent via web registration or via SMS request. Client will provide a method for users to terminate their receipt of any Short Code Content previously consented to ("**Opt-out Request**"). Client shall at all times ensure that Client's messaging and content campaigns adhere to the then-current guidelines set forth by both the Mobile Marketing Association ("**MMA**") and all participating Carriers, as well as all applicable data security or other federal, state, and local laws, rules, and regulations or self industry regulations or guides ("**Applicable Laws**").

**No Switchover Marketing.** Client shall not use the products or services provided by Mousetrap under this Agreement, or Subscriber information collected under this Agreement, to market to any Carrier's Subscribers (as a targeted group) to attempt to persuade them to use any other Carriers.

**Unsuitable Short Code Content.** Client shall not Knowingly use the products or services provided by Mousetrap under this Agreement to send any Short Code Content that is unlawful, harmful, threatening, defamatory, obscene, harassing, private, or racially, ethically or otherwise objectionable, that facilitates illegal activity, promotes violence, discrimination, illegal activities, incorporates any materials that infringe or assist others to infringe on any copyright, trademark, or other Intellectual Property rights, or contains any virus or other computer code the purpose of which is to damage or interfere with the operation of any computer (including any software) or to misappropriate private information, in each case in the reasonable judgment of Carrier or Mousetrap ("**Unsuitable Short Code Content**"). Client acknowledges that Mousetrap's agreements with the Carriers prohibit the transmission of such Unsuitable Short Code Content, and any such transmission may result in the disruption of

Mousetrap's right and ability to send content to the Subscribers of one or more Carriers. Accordingly, if Mousetrap reasonably believes that any Short Code Content constitutes Unsuitable Short Code Content, then Mousetrap may take such action as it deems necessary to avoid such disruption, including blocking the transmission of such Short Code Content.

For the avoidance of doubt, Mousetrap reserves the right to refuse participation in any Short Code Program or other SMS/text message campaign that violates any Applicable Laws, governmental order or order of a regulatory body, or Carrier Requirements.

If Client takes any action which violates a Carrier Requirement as that term is defined in this Agreement, including but not limited to sending an unsolicited text message, Mousetrap may elect to terminate this Agreement or the applicable Services effective immediately upon providing written notice of termination to Client.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. MOUSETRAP DOES NOT REPRESENT, PROMISE OR COVENANT THAT ITEMS SENT THROUGH A CARRIER'S NETWORK AT THE REQUEST OF CLIENT WILL BE COMPATIBLE WITH ALL SUBSCRIBERS OR THAT ITEMS SENT THROUGH A CARRIER'S NETWORK AT THE REQUEST OF CLIENT WILL BE FULLY IN COMPLIANCE WITH CARRIER REQUIREMENTS, NOR DOES MOUSETRAP GUARANTEE THE AMOUNT OF TIME THAT IT MAY TAKE FOR HTTP OR SMPP CONNECTIONS TO BE ESTABLISHED. MOUSETRAP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. WITHOUT LIMITING THE FOREGOING, MOUSETRAP SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE SERVICES, TELECOMMUNICATIONS SYSTEMS OR THE INTERNET, THIRD PARTY SUBCONTRACTORS, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF MOUSETRAP.

### **3 Services**

**3.1 General.** These general terms and conditions apply to all Services performed by Mousetrap. Mousetrap and MRPA has no obligation to perform Services except as described in the SOW as executed by Client, or as Client may request, and as Mousetrap may agree to provide, as Additional Services (described below in Section 3.2). If any terms in these Terms and Conditions conflict with terms in the SOW, the SOW will control. If any terms in these Terms and Conditions conflict with terms stated in Additional Services, these Terms and Conditions will control, except as may be otherwise agreed to in writing by both Parties.

**3.2 Additional Services.** If Client requires additional services outside the scope and pricing of the then current SOW(s) ("**Additional Services**"), Mousetrap will, in its sole, reasonable discretion, and upon Client's request, provide those Additional Services pursuant to Mousetrap's then current rate schedule.

3.3 Vendor Selection. MRPA may retain certain Vendors to assist in the delivery of Services. Neither Client nor MRPA bears any liability associated with the acts or omissions of such Vendors. MRPA's sole responsibility to Client shall be to use such professional judgment as is customary in the industry to select appropriate Vendors for the performance of Services.

#### 4 Proprietary Rights

4.1 Grant of License in Trademarks. Each Party grants to the other Party a world-wide, revocable, limited, non-exclusive, non-transferable right and license to use such Party's trademarks, service marks, trade names, logos or other commercial or product designations (collectively, "Marks") as may be necessary to accomplish each Party's obligations under this Agreement and as identified in the SOW or as may be required by Additional Services. In addition, Client grants Mousetrap & MRPA the right to display Client's logo and designated Client on the Mousetrap & MRPA's websites and other media for marketing purposes as long as that logo is the same version displayed on the Website Application. Further, Client grants Mousetrap & MRPA the right to display any and all Marks reasonably related to the Services or Additional Services performed under this Agreement for the purpose of marketing Mousetrap's & MRPA's products and services, including, without limitation, the right to "Brought to you by" or "Powered by" credit on the Website Application. Client agrees not to delete any reference to Mousetrap Marks that provide for proper attribution of the delivery of Services.

4.2 Grant of License or Sublicense in Website Application, Developed Systems, and Third-Party Software. Mousetrap grants to Client a world-wide, revocable, nonexclusive, nontransferable, restricted license or sublicense, as the case may be, to use (a) Website Application, (b) Developed Systems, and (c) Third-Party Software, to the extent permitted and as described in the applicable SOW(s).

4.3 Grant of License in Content. Client grants to Mousetrap a world-wide, irrevocable (during the Term of this Agreement), non-transferable, nonexclusive, restricted license to use Content that Client provides to Mousetrap in connection with the Website Application and Commercial Electronic Messages.

4.4 Limitations on Use. Client may not copy, rent, lease, sell, sublicense, assign, loan, time-share or otherwise transfer or distribute copies of the Website Application or Developed Systems, or results derived from same, to others except as set forth in this Agreement. Client shall access results derived from the Website Application or Developed Systems only as authorized under this Agreement. Client shall not decompile, disassemble, or otherwise reverse engineer the Website Application or Developed Systems, and Client will use its best efforts to prevent Client's employees and contractors from doing so. Client may not modify, adapt, create a derivative work, merge, or translate the Website Application or Developed Systems without the prior written consent of Mousetrap. In the event that Client is acquired by another entity, all terms and conditions of this Agreement shall apply to the acquiring entity. The Website Application or Developed Systems are for use only for purposes pertaining to the Client Event, and under no circumstances will Client use the Website Application or Developed Systems for purposes pertaining to the business of entities other than the Client.

4.5 Intellectual Property Ownership. Each Party shall retain all right, title, and interest (including all copyrights, patents, service marks, trademarks and other Intellectual Property rights) in its Intellectual Property. Any other use of a Party's Intellectual

Property is prohibited without the prior written approval of the Party who owns the Intellectual Property. Any invention or discovery, whether patentable or not, made or conceived by Mousetrap in the performance of the Agreement shall be Mousetrap's sole property. Any written materials developed by Mousetrap during the course of performing Services or Additional Services under the Agreement that relate to any invention, discovery or intellectual property owned or controlled by Mousetrap shall remain the property of Mousetrap, and Mousetrap shall not be required to deliver copies thereof to Client. Nothing in the Agreement shall be construed as granting to one Party, either expressly or by implication, estoppel or otherwise, any license regarding any patent, Mark, copyright or other Intellectual Property that is now or later owned or controlled by the other Party.

Without limiting the generality of the foregoing, the parties acknowledge and agree that (i) the Website Application, including, without limitation, related software, hardware, systems, and domain names, and (2) Developed Systems are the Intellectual Property of Mousetrap subject only to the limited grant of rights to Client as provided in this Agreement. Notwithstanding the foregoing, any Content that Client provides to Mousetrap in connection with the Website Application is the Intellectual Property of Client, subject to the limited grant of rights to Mousetrap as provided in this Agreement.

#### 5 Payment; Taxes

5.1 Payment. Client shall pay Mousetrap the fee for Services in the amounts and according to the payment terms set forth in the applicable Statement of Work. In the event of non-payment or late payment by Client, Mousetrap may assess late charges on unpaid balances of one and one-half percent (1½ %) per month or the maximum allowed by law, whichever is less, together with all of Mousetrap's expenses, collection costs and those reasonable attorney's fees incurred to enforce this Agreement.

5.2 Taxes. If Client is NOT tax exempt then Client shall pay all sales, use, excise, registration, VAT and other taxes and fees that may be levied upon either Party in connection with this Agreement, except for taxes based on Mousetrap's net income.

#### 6 Term; Termination

6.1 Term. The term of this Agreement is three (3) years from the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall renew on a month to month basis (each, a "Renewal Term") unless either provides the other with a written notice of termination at least thirty (30) days prior to the expiration of the Renewal Term.

6.2 Termination. Either Party may terminate this Agreement for cause at any time upon thirty (30) days notice. After the Initial Term, either Party may terminate this Agreement for convenience by providing at least thirty (30) days' prior written notice to the other Party.

6.3 Effect of Termination. Upon termination and if applicable, Mousetrap may immediately deactivate the Website Application. Upon the expiration or earlier termination of this Agreement for any reason and upon request at any time, each Party shall promptly destroy and/or delete all Confidential Information. Mousetrap shall remove all copies of the Content from the Website Application within its control. Termination of this Agreement for any reason shall not discharge or adversely affect provisions that by their nature are intended to survive termination, and shall not discharge obligations which have

accrued prior to termination.

6.4 **Termination Penalty.** In the event client terminates this agreement without cause, client agrees to reimburse Mousetrap for all costs associated with the services provided or the 3 month average of sponsor revenue x the remaining months of this agreement whichever is greater.

## 7 Confidential Information

7.1 **Definition.** Each Party acknowledges and agrees that, in connection with and in furtherance of this Agreement, certain confidential and/or proprietary data to one Party (the "Disclosing Party") may be distributed to the other Party (the "Receiving Party"). The parties agree that all such information is "Confidential Information," if expressly marked "Confidential Information", and includes, but is not limited to technology information, practice processes, software, techniques, tools, utilities and know-how, manuals, charts, handbooks, passwords, Personal Information, pricing, payment terms, sales information, staffing information, financial and business data of any kind, and any other information which, if disclosed, would give a competitor a business advantage or would be detrimental to either Party.

7.2 **Use.** Each Party shall hold the other Party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties except as may be lawfully required or permitted by Statute, Regulation or Order of any competent Court and shall not use the other Party's Confidential Information for any purpose other than the purposes stated in this Agreement.

7.3 **Exceptions.** The foregoing restrictions on disclosure shall not apply to Confidential Information which: (i) is already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) is received from a third party without a restriction on disclosure or use, or (iv) is independently developed by recipient without reference to the other Party's Confidential Information, or (v) which is required or permitted by law to be disclosed.

7.4 **Disclosure.** If the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice.

7.5 **Ownership.** All Confidential Information of a Disclosing Party will remain the exclusive property of the Disclosing Party, and the Receiving Party will acquire no rights, by license or otherwise to use the Confidential Information except as expressly provided by this Agreement.

## 8 Representations and Warranties

8.1 **Mousetrap Warranty.** Mousetrap represents, warrants, and covenants that it has all the necessary rights in the Developed Systems such that the Developed Systems do not infringe upon the intellectual property rights of any third party. Except as may occur without Mousetrap's knowledge and under circumstances beyond Mousetrap's reasonable control, Mousetrap represents and warrants that any Content provided by Mousetrap will be free of any virus, worm, file, or other computer code or material that causes the substantial interruption, destruction, or loss of functionality of the Website Application that will interfere with or impede the delivery of Services.

8.2 **Client Warranty.** Client represents, warrants, and covenants that it owns or has all the necessary rights in the Content it provides to permit Mousetrap to access and maintain such Content as described in this Agreement and that in so doing Mousetrap will not infringe or misappropriate any third party's Intellectual Property or other proprietary rights. Except as may occur without Client's knowledge and under circumstances

beyond Client's reasonable control, Client represents and warrants that any Content provided by Client will be free of any virus, worm, file, or other computer code or material that causes the substantial interruption, destruction, or loss of functionality of the Website Application that will interfere with or impede the delivery of Services. Client also represents that it will comply with the Mobile Marketing Association Consumer Best Practices Guidelines for Cross-Carrier Mobile Content Services.

8.3 **Privacy.** If applicable, to the extent that Client information includes the Personal Information of Customers or Users, Client represents and warrants that it has the appropriate consent of the Customer or User to use that Customer's or User's Personal Information for the purpose or use that is set forth in the SOW(s) or in those documents comprising Additional Services. Mousetrap & MRPA represents and warrants that it will not use the Personal Information of any Customer or User for any purpose that has not been identified in the applicable SOW(s) or Additional Services documents.

8.4 **Ownership of Intellectual Property.** With respect to the licenses granted by each Party to the other, each Party represents and warrants that (i) it has the full right and authority to grant such rights, (ii) it owns all right, title and interest in, or has the right to sublicense, its Marks and the other Intellectual Property with respect to which such licenses are being granted, and (iii) any use by the other Party of the Marks and other Intellectual Property licensed under this Agreement shall not infringe on the Intellectual Property or other rights of any third party.

8.5 **Mutual Covenants.** Each Party represents, warrants and covenants to the other that it has all right, power and authority necessary to enter into this Agreement.

## 9 Disclaimer of Warranties; Limitation of Liability

**General Disclaimer of Warranties.** NEITHER PARTY MAKES ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY (WARRANTIES STATED EXPRESSLY IN THIS AGREEMENT ARE MADE IN ACCORDANCE WITH THEIR STATED TERMS.) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT ACKNOWLEDGES THAT THE SERVICES, WEBSITE APPLICATION, DEVELOPED SYSTEMS OR ANY OTHER HARDWARE OR SOFTWARE USED OR PROVIDED BY MOUSETRAP IN CONNECTION WITH ANY SERVICES HEREUNDER ARE PROVIDED "AS IS" AND THAT MOUSETRAP GIVES NO WARRANTY WITH RESPECT TO THE FUNCTIONALITY, ACCESS, OR PROVISION OF ANY INTERNET OR MOBILE DEVICE CONNECTIVITY.

IN ADDITION TO THE ABOVE DISCLAIMERS, MOUSETRAP DISCLAIMS ANY WARRANTY THAT THE WEBSITE APPLICATION AND DEVELOPED SYSTEMS' FUNCTIONS WILL MEET CLIENT'S REQUIREMENTS IF THERE ARE ANY DEVIATIONS FROM MOUSETRAP'S SPECIFICATIONS AND REQUIREMENTS OR THAT CLIENT'S ACCESS TO THE SERVICES, IF APPLICABLE, AND ITS FUNCTION AND OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. MOUSETRAP DISCLAIMS ANY WARRANTY OF SOFTWARE FOR WHICH MOUSETRAP IS A LICENSEE OR SUBLICENSEE.

9.1 Limitations on Liability. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM OR ACTION, WHETHER IN CONTRACT OR TORT OR PURSUANT TO STATUTE OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), RELATED TO ANY LIABILITIES OF ANY KIND WHATSOEVER, (INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO CONTENT, WEBSITE APPLICATION, HARDWARE, OR DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, THE RELATIONSHIP CREATED BY THIS AGREEMENT, ANY SERVICES OR OTHER CONDUCT OR FAILURE TO ACT IN CONNECTION WITH THIS AGREEMENT), SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, OR ANY PUNITIVE OR EXEMPLARY DAMAGES, OR ANY ATTORNEYS' FEES PAID OR INCURRED EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 4.1 AND 10.11. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

CLIENT ACKNOWLEDGES THAT THE PRICES PROVIDED FOR SERVICES IN THIS AGREEMENT HAVE BEEN ESTABLISHED BASED ON THESE LIMITATIONS, AND THAT THE PARTIES HAVE AGREED TO ALLOCATE RISKS BETWEEN THEM INCLUDING THE RISKS ASSOCIATED WITH UNCOMPENSATED DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

#### **Force Majeure**

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party, affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

#### **10 General Provisions**

10.1 Entire Agreement; Amendment; Non-Waiver; Cumulative Remedies. This Agreement, including all Exhibits, sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties. Only a writing signed by authorized representatives of both Parties may change this Agreement. Neither Party is relying on warranties, representations, assurances, or inducements except those that are expressly set forth in this Agreement. No failure or delay by

either Party in exercising any right, power or remedy under this Agreement, except as specifically provided, will operate as a waiver of any such right, power, or remedy. Except as expressly provided to the contrary, the remedies allowed by this Agreement are cumulative of other remedies provided in this Agreement and of any and all remedies provided by law and equity.

10.2 Governing Law; Jurisdiction; Venue. This Agreement will be governed by the laws of the State of Michigan without regard to its choice of law principles. The Parties irrevocably consent to the jurisdiction and venue of the state courts located in the Oakland County, Michigan, in connection with any action arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

10.3 Independent Contractors. The Parties to this Agreement are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by each Party shall work exclusively for such Party and shall not, for any purpose, be considered employees or agents of the other Party. Each Party assumes full responsibility for the acts of its personnel and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.

10.4 Compliance With Laws. Each Party shall comply with all applicable treaties, agreements, statutes, rules, or ordinances for those foreign, federal, state, or local governmental entities with jurisdiction, as all may be newly enacted or amended from time to time ("Laws"). The Parties' obligation to comply with all Laws includes the procurement of permits, certificates, approvals, inspections and licenses, when needed, in the performance of this Agreement. Each Party shall comply with all Laws in the creation, delivery, distribution and maintenance of its Content.

#### **11 Sponsorship Inclusions & Sponsorship Exceptions**

11.1 Sponsorship Inclusions. Client agrees in exchange for services listed in SOW by MRPA and Mousetrap sponsorship will be placed within the provided Application and Messaging. MRPA and Mousetrap agree that all Sponsorship will be held in high family and community values.

11.2 Sponsorship Exclusions. Client agrees to provide MRPA and Mousetrap a list of any potential sponsors that Client has an existing sponsorship exclusivity relationship with. MRPA and Mousetrap will provide a list of sponsors to Client for approval prior to final acceptance of agreement between Sponsor and Mousetrap, this includes content and message of sponsorship. Client agrees to approve these sponsors within 3 business days. Client also agrees that approvals will not be reasonably withheld.



# Memo

**To:** Dan Swallow, Dir. Econ. & Comm. Development

**From:** Loretta LaPointe, Recreation Manager *Loretta*

**Date:** December 19, 2014

**Re:** Mousetrap Mobile Text Message MRPA References

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I was able to contact several MRPA agencies that use the Mousetrap Mobile (MM) text messaging system. Those that I connected with are highlighted in yellow, and their brief, informal comments are also attached.

Everyone said they loved the program and would recommend it. Three of the ten contacted said the one negative that had was that it was difficult to send the text message from a mobile device. I contacted MM and she reported that they are working on that and will have it resolved in a few months.

By the time we get the program set up, it may already be resolved. Even if it takes longer to resolve, text alerts can still be sent from a computer, and we could send reminders, upcoming programs, etc, which would really help.

Every single user said that MM was fantastic to work with. They all had very positive responses about the program.

**Michigan Recreation and Parks Association List of Mobile Mousetrap Users  
December, 2014**

**SMART Parks**

<b><u>Company</u></b>	<b><u>Contact Name</u></b>	<b><u>Mobile Site</u></b>	<b><u>County</u></b>
Cedar Springs	Amanda Gerhardt	<a href="http://www.csaparksandrec.com/">http://www.csaparksandrec.com/</a>	Kent
Frankenmuth Parks & Rec	Janelle Wright	<a href="http://kww.net/Frankenmuth">http://kww.net/Frankenmuth</a>	Saginaw
Huron Clinton Metro Parks	Stephanie Birkeland		
Springfield Twp	Jennifer Tucker	<a href="http://www.springfield-twp.us/mobile/">http://www.springfield-twp.us/mobile/</a>	Oakland
Warren Parks and Rec	Henry Bowman	<a href="http://kww.net/warren/">http://kww.net/warren/</a>	Macomb
Greenville		<a href="http://kww.net/greenville">http://kww.net/greenville</a>	Montcalm
Oxford Parks	Lauren Jacobson	<a href="http://m.oxparkrec.org/">http://m.oxparkrec.org/</a>	Oakland
Grand Blanc		<a href="http://gbparks.com/mobile/">http://gbparks.com/mobile/</a>	Genesee
Port Huron	Amanda Dickinson	<a href="http://m.porthuronrec.com/">http://m.porthuronrec.com/</a>	St Clair
Oakland County Parks	Phil Castonia	<a href="http://kww.net/oakland">http://kww.net/oakland</a>	Oakland
MASA - Softball Assn	Troy Stowell		
SELCRA	Derek Smith	<a href="http://kww.net/selcra/">http://kww.net/selcra/</a>	Livingston
Howell	Andrew Stone	<a href="http://howellrecreation.org/mobile/">http://howellrecreation.org/mobile/</a>	Livingston
Kalamazoo	Sean Flethcer	<a href="http://www.kww.net/kalamazoo">www.kww.net/kalamazoo</a>	Kalamazoo

### Oakland County Parks

The messaging program works well for us. Some of the pros would include the ability to generate revenue. Their service has been very reliable and has served our need of alerting our customers to changes and important last minute information. The main con is that it is not optimized to send a text alert from a mobile device. I do believe they are working on this function.

### Kalamazoo Parks and Recreation

We are currently working with MM to get the app up and running by April, 2015. The MM staff has been easy to work with and helpful. We are very excited to launch the app.

## **Mousetrap Mobile Text Messaging Alert System References**

Dec 17, 2015

### Grand Blanc

MM staff is great to work with for support or needs. So easy! When he sends the text from his laptop it takes 2 seconds to reach his phone. It's GREAT! Best thing since sliced bread!

### Greenville

No negative about it and there are no drawbacks. We use it a lot and have no issues at all. The company is really good. Staff is trained via computer and phone. It's a really good way to get information out quickly.

### Frankenmuth

Only negative is not getting the community to sign up. It took her about a year to get people to realize what it was. Mousetrap staff is amazing, handles issues very fast. She has no negative issues. The only problem she had was that she felt it wasn't working well to text the message from her own phone and she reported that to MM.

### Springfield Twp

No problems, we love it! Patrons can sign up for individual alerts, tons of choices. It's nice to remind participants if something is happening. The MM staff is great to work with!

### Oxford Parks and Recreation

The concept is great. The only issues we have had are on our end. We don't use it as much as they thought, using Facebook and email more. The staff at MM is very helpful and we have had no problems.

### Port Huron

The program is very great and very easy to use! Love it! Parents love it. MM is very helpful. People read the texts more than email. Sometimes people respond to the text message and they don't check them. I wonder if they can turn them off and will talk to MM. I wish I they had promoted it more the first year.

### Cedar Springs

We love the texting! I wish with texting I could change categories now that I am using it, but haven't asked either. We use it a lot to remind people to register and to get out cancellation notices. It has helped a lot with people showing up to changed or cancelled events and getting people to register on time.

### MASA Softball Association

They don't use it since they got a new website. It has an issue if you are trying to use a mobile phone to do the text, but with computers, it's great. Definitely recommend it for any Parks and Recreation office. You can't beat it.



Dan Swallow <dan.swallow@monroemi.gov>

**(no subject)**

1 message

**Loretta LaPointe** <loretta.lapointe@monroemi.gov>  
To: "Swallow, Daniel" <dan.swallow@monroemi.gov>

Fri, Nov 21, 2014 at 10:21 AM

**Gregory Nasto** <greg@mousetrapmobile.com>

4:23 PM (17 hours ago)

to me, Jessica

Loretta,

Sorry for the delay getting back with you I have been on the road for the past 2 weeks.

I have made some of the changes on the attached document, please see my notes below regarding your questions.

Please let me know if you have any additional questions, I am also available for a call anytime.

Greg

**From:** Loretta LaPointe [mailto:loretta.lapointe@monroemi.gov]  
**Sent:** Tuesday, November 04, 2014 2:24 PM  
**To:** Jessica MacConaghy  
**Subject:** Re:

Jessica,

Our city attorney looked over the Statement of Work, and had the following points:

I would prefer a 30 day opt out from the outset instead of a 3 year commitment with an unknown penalty for early termination. Another option would be a cap on the early termination formula. We cannot grant a 30 day opt out, we are monetizing our

investment over a 3 year period and additionally sponsors may be contracted for term period and we ALL must maintain the integrity of the sponsors and their investments to the communities that this is supporting. You will be provided a statement on sponsorship on a quarterly basis, this will give you a basis of termination costs. Also here is the other factor listed regarding our cost associated with delivering services. Initial Setup, Design, Build, Host and Train \$10,000, additionally there is a \$.05 cost per every text message sent.

10.2 provides for litigation in Oakland County. It also refers to 10.12 which does not exist.

The language referring to 10.12 has been removed. What issues exist with Oakland County? We are an Oakland County Company

3.1 has a typo as well (2.3 should be 3.2). Changed

Can any of these changes be made? Can you let me know? I've been trying to get this off the ground for so long!

Thank you,

Loretta LaPointe

Recreation Manager, City of Monroe

120 E. First St, Monroe, MI 48161

734-384-9193

Facebook: City of Monroe, MI Recreation Department

Dan,

Greg Nasto, owner of Mousetrap Moble, has answered the questions from Tom Ready. They have too much invested with sponsors to allow a 30 day termination. If you are skittish about that, I can have you speak with the CEO of MRPA to have her reassure you, and would be happy to give you her phone number. he attached the corrected document.

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12/10/2014

City of Monroe Mail - (no subject)

Thank you,

Loretta LaPointe  
Recreation Manager, City of Monroe  
120 E. First St, Monroe, MI 48161  
734-384-9193  
Facebook: City of Monroe, MI Recreation Department

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 **SMART Parks Terms and Conditions11-14 (1).pdf**  
246K



## SMART Parks & Recreation Welcome Package

### Mobile Site Contact Info

Contact information for current website company (if applicable):

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

All login information to current website:

Username: \_\_\_\_\_ Password: \_\_\_\_\_

FTP login (if different): \_\_\_\_\_ Password: \_\_\_\_\_

Analytics on current site – Please Provide recent reports or login information

Username: \_\_\_\_\_ Password: \_\_\_\_\_

**\*\*Note:** Please send over additional content beyond what is available on the website for the mobile site in the following format: Text: Word Doc., PDF, Images: jpg or png

### Social Media Information

Facebook page: \_\_\_\_\_

Twitter page: \_\_\_\_\_

Other Social site: \_\_\_\_\_

Other Social site: \_\_\_\_\_



## SMART Parks & Recreation Welcome Package

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Contact information for current website company (if applicable):

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Analytics on current site – Please Provide recent reports or login information

Username: \_\_\_\_\_ Password: \_\_\_\_\_

**\*\*Note:** Please send over additional content beyond what is available on the website for the mobile site in the following format: Text: Word Doc., PDF, Images: jpg or png

### Social Media Information

Facebook page: \_\_\_\_\_

Twitter page: \_\_\_\_\_

Other Social site: \_\_\_\_\_

Other Social site: \_\_\_\_\_



### Mobile Site Design

#### Design Style – Home Page



Icon



Button

#### Home Page Categories (list in priority):

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# Icon Selection

Please choose which icons you would like to use, and the associated home page category to fit with that icon.

 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_



□ \_\_\_\_\_



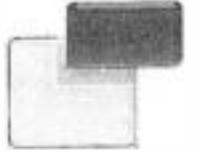
□ \_\_\_\_\_



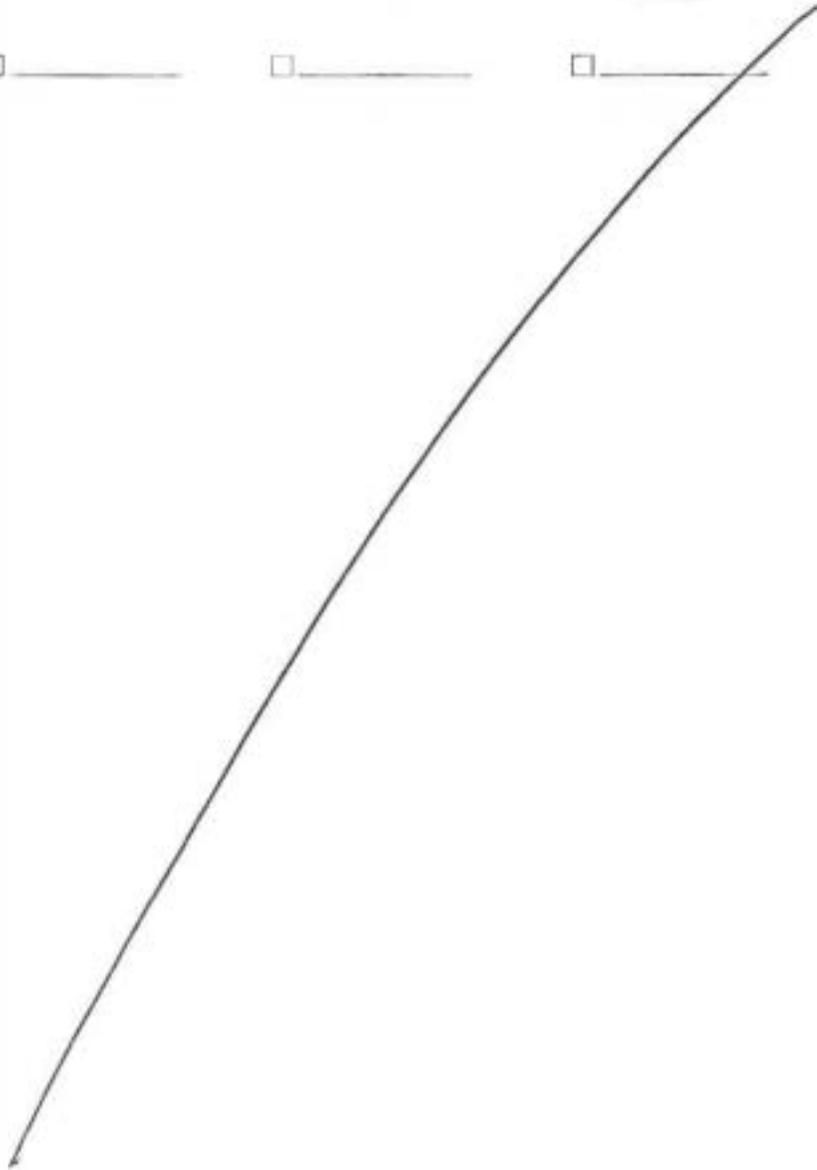
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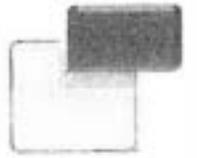
□ \_\_\_\_\_



□ \_\_\_\_\_



□ \_\_\_\_\_



□ \_\_\_\_\_



### Text Alerts

**\*\*Note: Severe weather and emergency alerts are typically sent to all contacts**

**General (Please list):**

**\*\*Suggestions: Events, Pool, Camps, Sports, Classes/Programs etc**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Individual:** Please provide an excel sheet of how you want the individual alerts to be broken down. Keep in mind, the more specific you can get a target list, the more relevant the information is to the person who receives it and the more likely they will stay in the system.

**Suggestions for alert breakdown:**

- By season(if applicable): Winter/Spring/Summer/Fall/Year Round
- By day, time, team, day & time etc.
- By youth, adult & senior programs

For example:

- Soccer – Monday night
- Soccer – Tues – 5-7pm
- Soccer – Tues – 7-9pm
- Swim Team – Barracudas
- Youth Art Class



## Marketing Strategy

### Signing up for Text alerts:

- Sign-up form on normal website & mobile site
- Registration Form - include box to sign up for text alerts on registration form
- Class instructors/Coaches announce at the beginning & during class/season
- Text keyword or QR code to get the link to the mobile site sign up page

### Marketing Strategy: include in all current marketing to community

- Graphic/Ad in Program
- Press Release announcing program
- 6 month Press Release – program progress
- Graphic on website
- Onsite Posters
- Promote at Park/Rec events
- Email Blast
- Newsletter
- Social Media
- Brochures

**\*Note: All marketing materials must include the below disclaimer or reference to the location of the below disclaimer to remain compliant with Mobile Marketing Best Practice Guidelines\***

Standard msg & data rates apply

For help, email : [support@mousetrapmobile.com](mailto:support@mousetrapmobile.com)

To opt-out, Text STOP to 57780

To view our privacy policy visit: <http://mousetrapmobile.com/support-sms-best-practices.html>

**\*For more Mobile Marketing Best Practices Guidelines, please visit <http://www.mousetrapmobile.com/support-sms-best-practices.php>.**



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### Sponsorship

**Please complete the below:**

- Create a warm list of sponsors you currently have relationships with
- Create a list of potential sponsors
- Create list of sponsor exclusions or sponsors you have exclusivity with
- Do you want to integrate sponsorship into your current packages or add as new packages?

**Please answer the below questions:**

**What is community's population?** \_\_\_\_\_

**What is the estimate amount of patrons that go through your park system annually?**

\_\_\_\_\_

**What is the estimate amount of participants you have in your sports/class/programs annually?**

\_\_\_\_\_

**Mousetrap can work with you to procure sponsors by providing you with pre-sale materials, i.e. Branding your mobile site and text alert examples with the potential sponsor's information.**

**MRPA and Mousetrap will also be working to procure sponsorships on a global level.**

THE SAWYER HOMESTEAD  
320 East Front Street  
Monroe, Michigan 48161

January 2, 2015

The Honorable Robert Clark, Mayor, City of Monroe  
and City Council Members  
City Hall  
Monroe, Michigan 48161

Your Honor:

In accordance with your request by phone on December 29, 2014, to explain our intentions for the future of this Organization and its Mission, we hereby submit this correspondence for your benefit and that of City Council.

The Sawyer Homestead Organization, a 501(c)(3) non-profit volunteer organization, have been and are Stewards of the Sawyer House for over 40 years, and wish to continue to carry forward Jenny Sawyer's intent in deeding the property to the City of Monroe to be held and used in trust for the "inhabitants of the City of Monroe". We have provided public access to the only historically recognized home in Historic Monroe that has been continuously accessible by the public since her death. It is listed on both the Michigan Register of Historic Places and the National Register of Historic Places; further, the Homestead is published in the National Trust for Historic Preservation's first edition of Historic Places for Meetings (submitted by the Organization) showing our diligence. The Will specifically cites the purpose to serve the "cultural, historical, educational, civic, and social-service needs of the community"; our programs are designed for that purpose and are free of charge. The Organization has given scholarships to adults returning to school at Monroe County Community College and worked cooperatively with many organizations, fund-raising annual attic sale, groups, businesses, governmental entities, patriotic events, families, children, given tours, that have featured historical interests, U.S. Bicentennial (1976), Michigan Civil War Sesquicentennial, War of 1812 Bicentennial, St. Antoine Sur la Rivier au Raisin Cemetery, and our Mission as reflected in the place-making opportunities cited in the River Raisin Heritage Corridor-East Master Plan (Resilient Monroe). During the year prior to the lightning strike fire on July 20, 2013, 4,581 people used the site; those on the waiting list are as many and growing for the coming year. Our members and friends volunteered over 1,500 hours (at \$22.14 value per hour) in the year prior to the fire in maintaining the interior, grounds, tours, programs, administration, etc., and this is continuing to date. This is typical. The Organization helps defray utility costs, provides insurance, security, and public awareness and pride. Unfortunately, since the fire, the Organization has received limited information regarding the renovation process and timeline. This is very disheartening and has contributed to the anxiety and uncertainty for the future of the Organization whose only purpose is the Sawyer Homestead. The Organization would welcome better communication to strategize short and long-term

goals regarding the continued and/or future role in the operations of the Sawyer Homestead. We are honored to continue this collaborative spirit with the community and the City of Monroe.

On June 9, 1939, Jenny willed her Home at 320 East Front Street, Monroe, Michigan 48161, to the City of Monroe. A legal document called an Indenture was recorded with the Register of Deeds Office, County of Monroe, to consummate this act. That Indenture remains inviolate and obligates the City of Monroe to its precepts which include the following: unlimited use by the Monroe County Chapter of the American Red Cross, and dedication to the Public Trust. Overtures by "other parties" to take over the complex tend to abrogate the wishes of Jenny Sawyer and challenge the legal tenants of her Will and Indenture. Apparently, these documents cannot be broken, and the Indenture cannot be set aside (see attached legal precedent).

With that in mind, The Sawyer Homestead Organization with statute of limitations well established is prepared to act as a Fiduciary for the Public Trust which it has done for over 40 years. In this capacity, the Organization would continue to have a presence in the facility. Our presence insures compliance with Miss Sawyer's Will and guarantees future funding to help sustain the Public Trust and Property to which Jenny would have earnestly subscribed. (The Organization is establishing a Donor-Advised Endowment Fund with the Community Foundation of Monroe County). The Toll Family were Founders and the Navarres first claimed the land on which the Homestead stands....we must not forget this Heritage! (Annual Founders' Day). We regularly have events wherein organizations and reenactors and the public are invited to participate to encourage membership, learn about area history and community spirit, and collaborate. A motion was made and passed at our December membership meeting following an engaged discussion; the Organization wishes to continue to work cooperatively with the City of Monroe and City Council to support the Homestead Mission for the time being and in the foreseeable future regardless of circumstances since elected officials are subject to the theory of estoppel and avoiding conflicts of interest. The Sawyer Homestead Organization reserves the right to seek legal council concerning any of the stipulations set forth in this correspondence. Our Contract with the City runs through December 2016. The City has unlimited free use of the Homestead as long as no one else has reserved it. We currently occupy an office room in the "so-called Annex or smaller apartment affixed to the major Homestead upon said premises" which is exempt from the terms of the Indenture.

Respectfully submitted,  
The Sawyer Homestead

Attachments: Indenture  
Legal Precedent (Probate)  
Membership Flyer  
Historical News Clipping copies  
Annual Reports



**RECEIVED**

**JAN - 2 2015**

**MAYOR'S OFFICE**