

ALPENA CITY COUNCIL MEETING

September 6, 2016 - 7:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes – Regular Session of August 15, 2016, Special Session of August 22, 2016, Closed Session of August 15, 2016, and Closed Session of August 22, 2016.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$540,238.30.
 - B. Budget Amendment to Recognize Revenue and Expenditures for Alpena Power Company Building Demolition.
 - C. Budget Amendment to Purchase Awning for the Downtown Development Building.
 - D. Budget Amendment to Pay Property Taxes on the New Downtown Development Authority Building
 - E. One Mayoral Appointment to the Downtown Development Authority for an Unexpired Four-Year Term Expiring April 21, 2018 (Aaron Buza).
7. Presentations.
8. Announcements.
 - A. Last Day to Register to Vote – October 11, 2016.
9. Mayoral Proclamation.
 - A. 30 Days of Peace.
10. Public Hearing.
11. Report of Officers.
 - A. One-Year Renewal Option on Property and Liability Insurance.
 - B. Standard Operating Policy Statement No. 44 – Payment for Retirement Services.
 - C. Bids

- 1) Labor Attorney Services.
 - 2) Capital Improvements.
 - 3) Water Plant HVAC Upgrades.
12. Communications and Petitions.
 13. Unfinished Business.
 - A. Two-Way Streets within the Downtown Development District.
 14. New Business.
 - A. Michigan Department of Transportation Contract Second Avenue Bridge Rehabilitation.
 - B. Construction Inspection Services – Second Avenue Bridge.
 - C. Wine Manufacturing Facility at 215 Water Street.
 15. Adjourn to Closed Session to Discuss Current Union Labor Negotiations and Pending Litigation.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

August 15, 2016

The Municipal Council of the City of Alpena met in regular session in the City Hall on the above date and was called to order at 7:00 p.m. by the Mayor.

Present: Mayor Waligora, Councilmembers Nielsen, Nowak, Sexton, and Johnson.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the regular session of August 1, 2016, and the closed session for August 1, 2016, were approved as printed.

MODIFICATION TO AGENDA

Moved by Councilmember Sexton, seconded by Councilmember Nowak, that the following modification to the agenda be approved:

1. Add Request for Authorization to Purchase Patrol Vehicle under New Business Item 14.A.

Carried by unanimous vote.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the following Consent Agenda items be approved:

1. Bills Allowed – in the amount of \$416,734.89 be allowed and the Mayor and City Clerk authorized to sign warrants in payment of same.
2. Designation of Voting Delegate for the Annual Michigan Municipal League Business Meeting to be held on September 14, 2016 (Greg Sundin).
3. Approval of a Budget Amendment to carry over funding from the FY 2015-16 Fiscal Year for Projects in General, Major Street, Local Street, Sewage and Water Funds.
4. Approval of the Figurehead Hair and Skin Care Center request to block a portion of W. Baldwin Street for a Huron Humane Society fundraiser on August 20, 2016.

Carried by unanimous vote.

DOWNTOWN TWO-WAY STREET MODIFICATIONS

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the proposed Downtown Two-Way Street Modifications be tabled until the Michigan Department of Transportation (MDOT) provides their rationale on whether Second and

Third Avenue can be converted to two-way streets.

Carried by votes as follows:

Ayes: Johnson, Nowak and Sexton.

Nays: Waligora, Nielsen.

INTERLOCAL RECYCLING AGREEMENT

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that the Interlocal Recycling Agreement between the City and County of Alpena for the period December 1, 2016 through November 30, 2017, with a one year auto-renewal, a \$20 recycling surcharge, and deadline to opt out of the recycling surcharge set at October 21st of each year, be approved as presented.

Carried by unanimous vote.

POLICE PATROL VEHICLE PURCHASE

Moved by Councilmember Nielsen, seconded by Councilmember Nowak, that once a final determination has been received from the USDA, one Police Interceptor Utility Vehicle will be purchased from Signature Ford Lincoln, through Macomb County's competitive bidding process for a base bid of \$24,856.

Carried by unanimous vote.

CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the Municipal Council adjourn to a closed session at 8:34 p.m. to discuss current labor negotiations and pending litigation.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 8:34 p.m.

RECONVENE – CLOSED SESSION

The Municipal Council reconvened in closed session at 8:46 p.m.

RECONVENED – OPEN SESSION

On motion of Councilmember Sexton, seconded by Councilmember Nowak, the Municipal Council reconvened in open session at 10:19 p.m.

Carried by unanimous vote.

On motion of Councilmember Johnson, seconded by Councilmember Nowak,
the Municipal Council adjourned at 10:19 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

COUNCIL PROCEEDINGS

August 22, 2016

The Municipal Council of the City of Alpena met in special session upon the call of the City Clerk, at the City Hall on the above date and was called to order at 5:30 p.m. by the Mayor.

Present: Mayor Waligora, Councilmembers Nielsen, Nowak, Sexton, and Johnson.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MODIFICATION TO THE AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, that the following modification to the agenda be approved.

1. Add closed session to discuss pending litigation, and return to open session for action on Attorney's recommendation.

Carried by unanimous vote.

RIVER CENTER STATUS PRESENTATION GIVEN BY THE RIVER CENTER STEERING COMMITTEE

Roger Witherbee and Judy Kalmanek presented on behalf of the River Center Steering Committee, the status of the River Center project located at Duck Park. The presentation included all the accomplishments of the River Center committee to-date, including fundraising, feasibility study, conceptual design, and an application for 501(c)(3) non-profit status. Building and funding of the River Center, as well as activities planned for the new building were discussed. Operational funds will come from office space rental, event and conference rentals, and fundraising events. The building will be designed for environmental sustainability. The goal is to have the River Center built by 2019.

Bill Pfeifer, City Attorney, discussed the ownership of the River Center building, and recommended that once the Center is built, it should be donated to the City of Alpena. Greg Sundin, City Manager, discussed the sustainability of the building.

CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that

the Municipal Council adjourn to a closed session at 6:10 p.m. to discuss pending litigation.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 6:10 p.m.

RECONVENE – CLOSED SESSION

The Municipal Council reconvened in closed session at 6:19 p.m.

RECONVENE – OPEN SESSION

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council reconvened in open session at 7:42 p.m.

Carried by unanimous vote.

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the City Attorneys are authorized to draft a mediation-settlement agreement based upon the discussions in the closed session, and for formal presentation to Municipal Council.

Carried by votes as follows:

Ayes: Waligora, Johnson, Nielsen, and Nowak.

Nays: Sexton.

On motion of Councilmember Johnson, seconded by Councilmember Nowak, the Municipal Council adjourned at 7:42 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 09/07/2016 - 09/07/2016

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9054142297	SUPPLIES - AMB DISP	73.79
AIRGAS USA LLC	9054326364	SUPPLIES - AMB DISP	26.12
AIRGAS USA LLC	9054462173	SUPPLIES - AMB DISP	26.12
ALPENA AREA CHAMBER OF COMM	13483	MONTHLY EXPENSES - DDA	98.42
ALPENA DIESEL SERVICE	50661	VEH MAINT - DPW	28.10
ALPENA ELECTRIC MOTOR SERVICE	07860	ELECTRIC MOTOR REPAIR - WATER	1,375.00
ALPENA ELECTRIC MOTOR SERVICE	07865	ELECTRIC MOTOR REPAIR - WATER	1,375.00
ALPENA ELECTRIC MOTOR SERVICE	07873	ELECTRIC MOTOR REPAIR - WATER	2,350.00
ALPENA MARKETPLACE PRODUCTIONS	100 08/16	TAPING FEES - COUNCIL MTG	850.00
ALPENA PAPER & SUPPLY CO	468061	SUPPLIES - CITY HALL	138.38
ALPENA PAPER & SUPPLY CO	468161	SUPPLIES - AMB DISP	120.25
ALPENA PAPER & SUPPLY CO	468382	SUPPLIES - PUBLIC WORKS	97.03
ALPENA PAPER & SUPPLY CO	468423	SUPPLIES - PARKS	153.72
ALPENA POWER COMPANY	080816	ELECTRIC - DDA	108.89
ALPENA POWER COMPANY	090716	ELECTRIC	8,781.98
ALPENA REGIONAL MEDICAL CENTER	VAM94546	BLOOD DRAW - POLICE	40.00
ALPENA REGIONAL MEDICAL CENTER	VAO11845	BLOOD DRAW - POLICE	40.00
ALPENA REGIONAL MEDICAL CENTER	VAO07365	BLOOD DRAW - POLICE	40.00
ALPENA REGIONAL MEDICAL CENTER	VAO05065	EMPLOYEE PHYS - FIRE/AMB	228.00
ALPENA REGIONAL MEDICAL CENTER	080516	SUPPLIES - AMB DISP	590.00
AMERICAN UNITED LIFE INSURANCE	30320 09/16	PREMIUM-LIFE 09/16	963.36
ANDREW WILLIAMS	082716	TRAVEL EXPENSE - AMB	148.04
ARROW UNIFORM	1538157	SUPP/MAINT - CH/PSF/PW/EQUIP	336.50
AWC	M442	SERVICE CALL - IT	260.00
BC & S SERVICES	719527	STENCILING - MAJ ST	290.00
BC/BS OF MICHIGAN	64088 09/16	PREMIUM-HEALTH 09/16	70,097.56
BEDROCK CONTRACTING &	2015-09A	2015 CITY CONCR PROG	6,788.05
BEDROCK CONTRACTING &	2016-03	2016 CITY CONCR PROG	11,191.24
BLISS PAINTING	2876	MAINT - CITY HALL	125.00
BRETT MILLER	082516	TRAVEL EXPENSE - AMB	178.79
CARDNO INC	203887	GRANT ST WETLAND STUDY	9,050.00
CDW GOVERNMENT INC	DWK9193	LAPTOP - IT	607.22
CDW GOVERNMENT INC	DXM2168	THINK CENTRE - IT	905.97
CHARTER COMMUNICATIONS	0591 09/16	FAX LINE - CITY HALL	29.99
CHARTER COMMUNICATIONS	5434 09/16	FAX LINE - PUBLIC SAFETY	29.99
CHARTER COMMUNICATIONS	7316 09/16	FAX LINE - PUBLIC WORKS	59.98
CHICAGO GRAPHIC ARTS	AP16-7052C	AMBULANCE REFUND	39.72
CHRISTOPHER MORRISON	082916	TRAVEL EXPENSE - AMB	24.81
CHRISTOPHER MORRISON	080916	TRAVEL EXPENSE - AMB	9.49
CITY OF ALPENA	10354-001 0816	SEW/WATER - TRAILHEAD	77.52
CLIFF ANSCHUETZ CHEVROLET	CVW215089	VEH MAINT - POLICE	108.03
COCM	4521/5013 09/16	CONF REG/2016 MEMBERSHIP DUES - BLDG	520.00
DAVID MICHAEL MCCALL	AP16-0924C	AMBULANCE REFUND	200.00
DE LAGE LANDEN FINANCIAL SERVICES	51350719	COPIER LEASE 08/16 - DDA	38.77
DEAN ARBOUR FORD LINCOLN MERCURY	20308	SUPP/VEH MAINT - POL	106.34
DEAN ARBOUR FORD LINCOLN MERCURY	20427	VEH MAINT - DPW	58.08
DEAN RIVARD	082416	TRAVEL EXPENSE - AMB	106.66
DOLORES ROSS	AP16-1189C	AMBULANCE REFUND	42.10
DONALD LAVIOLETTE	082316	SEW/WATER BILL REFUND	16.81
DOROTHY FULLER	AP16-7405	AMBULANCE REFUND	9.19
DOUGLAS KEOGH	082916	TRAVEL EXPENSE - AMB	19.06
DTE ENERGY	081116	GAS - DDA	79.35
EAGLE ENGINEERING & SUPPLY CO	48357	SUPPLIES - LIGHTS	232.70
EMERGENCY MEDICAL PRODUCTS INC	1846402	SUPPLIES - AMB	590.00
ETNA SUPPLY CO	S101932576.001	STORES - SADDLE	39.25
EVERETT GOODRICH TRUCKING & ASPHALT	25507	STORES - COLD PATCH	810.52
FAMILY ENTERPRISE EMBROIDERY	52500	PARKING AMBASSADOR VEST - DDA	46.34
FASTENAL COMPANY	MIALP136498	VEH MAINT #91	22.08
FASTENAL COMPANY	MIALP136499	VEH MAINT - DPW	4.63
FASTENAL COMPANY	MIALP136572	VEH MAINT #91	30.17
FRONTIER	4-0167 08/16	TELEPHONE - WATER	134.80
FRONTIER	6-2515 08/16	TELEPHONE - WATER	51.75
FRONTIER	6-2992 08/16	TELEPHONE - WATER	114.36
GBS GOVT BUSINESS SYSTEMS	16-27444	SUPPLIES - ELECTION	1,800.00
GERARD BREMS	082516	REIMB PHONE REPAIR - BOAT HARBOR	784.98
GERBER TABLES LLC	10086	TABLES - TRAILHEAD	1,816.00
GORDON MONTROY	AP16-6053C	AMBULANCE REFUND	491.00
HALLS SERV-ALL	P070316	RENTAL FEE - ISLAND PARK	180.64
HALLS SERV-ALL	P070316A	RENTAL FEE - POST OFFICE	74.80
HALLS SERV-ALL	P070516	RENTAL FEE - PARKS	940.00
HALLS SERV-ALL	P071816	RENTAL FEE - PARKS	554.14
HALLS SERV-ALL	P071916	RENTAL FEE - PARKS	541.23

INVOICE REGISTER

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EXP CHECK RUN DATES 09/07/2016 - 09/07/2016

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
HALLS SERV-ALL	P080316	RENTAL FEE - ISLAND PARK	180.64
HALLS SERV-ALL	PJH080416	RENTAL FEE - POST OFFICE	74.80
HANSEN SALES & SERVICE	23342	VEH MAINT #36	93.78
HAROLD KNOPP	082716	TRAVEL EXPENSE - AMB	56.19
INK AND TONER ALTERNATIVE	16-49865	SUPPLIES - IT	772.91
INK AND TONER ALTERNATIVE	16-49751	SUPPLIES - IT	191.94
INTEGRITY MARKETING PRODUCTS	21444	UNIFORMS - FIRE/AMB	996.00
IRENE BYERS	AP16-7261C	AMBULANCE REFUND	45.78
ISG INFRASYS	47394	MAINT - FIRE	845.38
JACKS GARAGE	2169	VEH MAINT - AMB	367.24
JAMES STACHLEWITZ	082916	TRAVEL EXPENSE - AMB	67.87
JUNE KASZUBOWSKI	AP15-0992C	AMBULANCE REFUND	79.96
KIM DAHL	AP15-7713C	AMBULANCE REFUND	90.60
LAKE STATE RAILWAY CO	119365	2016 RR SIGNAL MAINT - MAJ ST	9,604.00
LEFAVE PHARMACY INC	081216	SUPPLIES - AMB DISP	89.06
LESSLEE DORT	090116	REIMB CELL PHONE EXP - DDA	60.00
LSL PLANNING	0025610-IN	RRC DEVELOPMENT PLAN - DDA	2,018.75
MARIES FABRICS & UPHOLSTERY	9620-5	UNIFORMS - POLICE	40.00
MARK MOUSSEAU	082616	PARKING ATTENDANT SVCS - DDA	582.00
MARY RESNICK	081016	SEW/WATER BILL REFUND	74.30
MATT WOJDA	081616	TRAVEL EXPENSE - DDA	107.99
MATT WOJDA	081716	TRAVEL EXPENSE - DDA	248.40
MERIDIAN CONTRACTING SERVICES	580-2015 08/16	CONSTRUCTION SVCS - WOODWARD TRAIL	178,024.48
MHR BILLING	2708	BILLING 07/16 - AMBULANCE	9,676.11
MI GOVT FINANCE OFFICERS ASSN	090116	2016-17 MEMBERSHIP DUES - C/T	125.00
MICHAEL KIELISZEWSKI	082216	TRAVEL ADVANCE - BLDG	50.00
MICHAEL MANCHESTER	082216	TRAVEL EXPENSE - AMB	13.65
MICHAEL SANDERS	082316	TRAVEL EXPENSE - AMB	89.04
MICHIGAN CAT	PD6687339	VEH MAINT #65	869.05
MICHIGAN PIPE & VALVE	T74621	REPL WATER SVCS	128.00
MICHIGAN PIPE & VALVE	T74683	STORES - RISER RINGS	405.00
MML WORKERS COMP FUND	2794204	WORKERS COMP - QTR PAYMENT	36,246.00
MUTUAL OF OMAHA	074L5 09/16	PREMIUM-DISABILITY 09/16	828.31
NALCO COMPANY	64636168	CHEMICAL SUPPLIES - WATER	3,557.24
NEMCOG	390-160822	FY-17 APPROPRIATIONS	1,210.00
NORMAN PARTYKA	AP16-1059	AMBULANCE REFUND	129.39
NORTH CENTRAL SECURITY LTD	052016009	SECURITY - FIREWORKS	498.80
OMEGA ELECTRIC & SIGN CO INC	7575	BUILDING AWNING - DDA	2,315.00
OVERHEAD DOOR CO OF ALPENA INC	54046	BLDG MAINT - POLICE	261.42
PLS PRINTING SERVICES LLC	49144	SUPPLIES - ENG/POL	117.00
PRIORITY ONE EMERGENCY	70019915	SUPPLIES - AMB	61.77
PSYBUS	16051	EMP EVALUATION - FIRE/AMB	585.00
PUBLIC GUARDIAN FOR	AP16-7316	AMBULANCE REFUND	9.04
PVS TECHNOLOGIES INC	212556	FERROUS CHLORIDE - SEWER	2,413.07
QUILL CORPORATION	8092657	SUPPLIES - PUBLIC WORKS	166.47
R & R FIRE TRUCK REPAIR	49718	VEH MAINT - ENGINE 1	205.00
R & R FIRE TRUCK REPAIR	49761	VEH MAINT - ENGINE 1	470.32
R & R FIRE TRUCK REPAIR	49762	VEH MAINT - TOWER 1	368.30
RAPID RESULTS	4925	DRUG SCREEN - ENG	30.00
ROWLEYS WHOLESALE	1882081-00	VEH MAINT/SUPP - EQUIP	575.34
ROWLEYS WHOLESALE	1882084-00	VEH MAINT - DPW	751.18
ROWLEYS WHOLESALE	1882087-00	VEH MAINT - DPW	1,096.49
ROWLEYS WHOLESALE	1882088-00	VEH MAINT - DPW	492.42
RYAN HENDRICKS	081616	PARKING ATTENDANT SVCS - DDA	621.00
SHALLAS SERVICE	9043	VEH MAINT - AMB	306.47
SKILLPATH SEMINARS	2056264	SEMINAR REGISTRATION - DPW	155.95
STAPLES CREDIT PLAN	1612450031	SUPPLIES - ENGINEER	118.40
STRALEY LAMP & KRAENZLEIN PC	24816	MONTHLY FEE 07/16	3,085.00
SUPERIOR FABRICATING INC	14523	VEH MAINT #38	356.25
TETRA TECH INC	51077903	SECOND AVE BRIDGE PM DESIGN SVCS	34,340.78
THE LINCOLN NATIONAL LIFE	202473 09/16	PREMIUM-DENTAL 09/16	9,309.23
THUNDER BAY ELECTRIC INC	224676	ELECTRICAL PANEL - WATER	25,000.00
TIMM CONSTRUCTION CO LLC	39430.04	RENTAL REHAB PROGRAM	54,236.10
TRAVERSE REPRODUCTION & SUPPLY	39900	SUPPLIES - ENGINEER	161.81
UNITEX DIRECT	142984	UNIFORMS - POLICE	228.56
VERIZON WIRELESS	9769560738	IPADS - GEN/AMB	720.18
VERIZON WIRELESS	9770093245	TELEPHONE	580.72
VERIZON WIRELESS	9770171381	TELEPHONE	996.18
WAL-MART	001483	SUPPLIES - FIRE	39.00
WAL-MART	003403	SUPPLIES - CH/PW	280.48
WAL-MART	002513	SUPPLIES - FIRE/AMB	55.25
WALTER SOLTYSIAK TRUSTEE	AP15-1269C	AMBULANCE REFUND	85.19

INVOICE REGISTER

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EXP CHECK RUN DATES 09/07/2016 - 09/07/2016

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WEINKAUF PLUMBING & HEATING INC	75700	MAINT - CITY HALL	130.00
WEINKAUF PLUMBING & HEATING INC	75803	MAINT - CITY HALL	500.00
WEST SHORE FIRE INC	11807	VEH MAINT - TOWER 1	207.72
YOUNG GRAHAM ELSENHEIMER &	19565	WATER RATE NEGOTIATIONS	9,120.00

Total: 527,407.56

CHECKS RAN ON 8/25/16 IN ORDER TO AVOID LATE CHARGES

12,830.74

(BREAKDOWN OF INVOICES PAID ATTACHED)

TOTAL FOR 9/6/16 COUNCIL MEETING

540,238.30

INVOICE REGISTER

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EXP CHECK RUN DATES 08/25/2016 - 08/25/2016

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	082516	ELECTRIC	10,442.35
DTE ENERGY	082516	GAS	2,289.44
FRONTIER	2793 08/16	TELEPHONE - POL.FIRE/AMB	98.95
		Total:	12,830.74

BUDGET AMENDMENT REQUEST

FUND: General Fund
 DEPARTMENT: Planning & Development
 PROJECT: Alpena Power Co Building Demolition

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-001-545-000	State Grts - Misc	0	\$123,153	\$123,153
101-001-677-000	Miscellaneous	\$11,000	\$10,497	\$21,497
101-170-957-001	State Grants	0	\$115,653	\$115,653
101-170-956-000	Miscellaneous	\$14,000	\$10,497	\$24,497


Justification for Budget Amendment

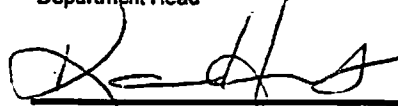
The grant was applied for and awarded after FY 2015-16 budget was approved; it was anticipated that all work would be completed by end of fiscal year.

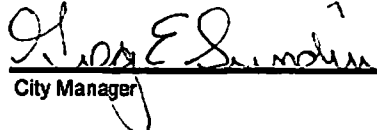
There were delays and project was only partially completed in 2015-16 and remainder in FY 2016-17. The project is now complete; all expenses paid and revenue received from State of MI (\$123,153) and Target Alpena (\$10,497). State Grant expense is \$7,500 less than revenue because that amount was expensed in FY 2015-16; the \$10,497 is expensed to match Target Alpena revenue.

Michigan Uniform Accounting and Budget Act:

- ** Requires budget amendments before any expenditures exceed the budget.
- ** The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

 8-24-2016
 Department Head Date

 8-25-2016
 Clerk/Treasurer Date

 8-29-16
 City Manager Date

 City Council Date

BUDGET AMENDMENT REQUEST

RECEIVED
AUG 31 2016

FUND: 216
DEPARTMENT: 269 - Downtown Development

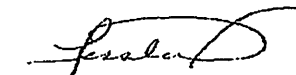
CITY OF ALPENA
CLERK / TREAS / FIN DIRECTOR

6.C.

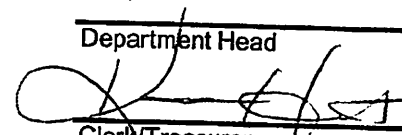
Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
730-000	Durable Goods	\$0	2,315	\$2,315
Fund Balance	Fund Balance		-\$2,315.00	-\$2,315.00

Justification for Budget Amendment

Purchase of 124 E Chisholm and the manufacture of an awning for the building were planned & budgeted during the 2015-2016 fiscal year. Due to awning delays, was not complete until August 2016. Since work was completed within the current fiscal year, cannot accrue.



Department Head 30-Aug-16
Date



Clerk/Treasurer Date

City Manager Date

City Council Date

BUDGET AMENDMENT REQUEST

FUND: 217

DEPARTMENT: 269 - Downtown Development

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
(expense) 956-700	Miscellaneous - Taxes	\$0.00	\$2,013.92	\$2,013.92
Fund Balance	Fund Balance		-\$2,013.92	-\$2,013.92
			\$0.00	\$0.00

Justification for Budget Amendment

Taxes on 124 E Chisholm, property purchased in 2015/16 fiscal year. Tax bill delivered after close

of fiscal year.



30-Aug-16
Department Head Date

Clerk/Treasurer Date

City Manager Date

City Council Date

9/6/2016

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
APPOINT	Aaron Buza	Downtown Development Authority	4	4/21/2018	Mayor
		* Complete Balance of Existing Term			



City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us

PROCLAMATION

WHEREAS, the first annual 30 Days of Peace began on September 11th, 2007, the 101st anniversary of Mahatma Gandhi's creation of the modern non-violence movement, and concluded on October 10th, the birthday of the late international journalist and musician Daniel Pearl; and

WHEREAS, the central focus of 30 Days is the International Day of Peace (Peace Day), held annually on September 21st; and

WHEREAS, we in Alpena are celebrating our 10th annual 30 Days of Peace presented by the Alpena Coalition for Peace and supported by LARCC. We have collaborated with our local community to lend our unique expression of this event; and

WHEREAS, for us it means to increase awareness, educate and inspire persons in our community to embrace peace as a choice and we do this through providing dynamic speakers who challenge us to think beyond our own experience, films which educate and inform, open panel discussions which help us to see both sides of issues, the arts and music whose universal language helps us to experience a spirit of unity, and religious experiences which open our souls to deeper prayer and a more peaceful way of living.

NOW, THEREFORE, I, Matthew J. Waligora, by virtue of the authority vested in me as Mayor of the City of Alpena, **DO HEREBY PROCLAIM:**

September 11th to October 10th, 2016, as 30 DAYS OF PEACE

in Alpena and encourage the participation of all public, private, and home school students to participate in the Peace Contest and Peace Concert, and all citizens to be involved in the scheduled activities held during this occasion found at the Alpena County Library and advertised in the Alpena News.

Signed at Alpena, Michigan this 6th day of September 2016.



A handwritten signature in black ink, appearing to read "Matthew J. Waligora".

Matthew J. Waligora
Mayor

Memorandum



Date: 8-29-2016

To: Mayor Waligora and Municipal Council

From: Karen Hebert, City Clerk/Treasurer/Finance Director

Subject: One Year Renewal Option on Property and Liability Insurance

The City initiated a Request for Proposals for Property and Liability Insurance in 2011. We received five proposals ranging in cost from \$99,354 to \$167,373 annually. The proposal was awarded to Alpena Agency, Inc. who had the lowest premium and met all the specifications. The RFP was for a three-year coverage period from, December 1, 2011, through December 1, 2014. It also included three additional renewals of one year each if agreed to by both parties.

I have included a historical look at the insurance carriers and the premiums since 1996-1997. Our claim loss was very low when we went out for bid in 2011 making us a very desirable customer. Unfortunately, over the last several years we have had claims of over \$100,000. Vehicle accidents such as the Street Sweeper, Police Cars, and Ambulances, and two slip and falls, make up the majority of our claim costs. Most recently, we had a roof collapse at the Water Plant, causing thousands of dollars in damage. Our claim loss for the November 2015 – December 2016 insurance year, is already at \$102,915.68.

Though insurance rates have increased modestly, the historical information provided in this memo shows our annual premiums are still very reasonable and well below prior carriers. A 2-1/2% increase in rates has been quoted for the insurance year beginning December 1, 2016.

Our working relationship with Alpena Agency is very good and they respond to our requests in a timely manner and have helped handle negative situations well. When they began working with us, they identified uninsured areas such as the 2nd Avenue and 9th Avenue bridges. They also insured our fiber optics, which I couldn't get an estimated premium on from our past carrier. Recently the County and the City partnered on the insurance cost for cyber liability coverage. The frequency of hacking and obtaining personal information has increased, and both the County and City felt there was too much exposure to be without the insurance coverage. The cost is \$12,000, or \$6,000 each and is not included in the annual premium. It is a stand-alone policy.

I am requesting that Council authorize the renewal of the the Property and Liability Insurance with Alpena Agency, Inc. This will be for the third and final year of a three year renewal option from December 1, 2016, to December 1, 2017.

HISTORY OF PROPERTY AND LIABILITY INSURANCE

Insurance Carrier	Renewal Year		Annual Premium
MML	1996-97		\$133,817
MML	1997-98		130,769
MML	1998-99		137,743
MML	1999-00		142,570
Lappan Agency	2000-01	(1)	180,315
Lappan Agency	2001-02		183,633
A.J. Gallagher	2002-03	(2)	225,358
A.J. Gallagher	2003-04		255,444
A.J. Gallagher	2004-05		249,098
A.J. Gallagher	2005-06	(3)	220,305
A.J. Gallagher	2006-07		209,932
A.J. Gallagher	2007-08		181,671
A.J. Gallagher	2008-09		180,424
A.J. Gallagher	2009-10		172,711
A.J. Gallagher	2010-11		171,135
Alpena Agency	2011-12	(4)	104,960
Alpena Agency	2012-13	(5)	127,170
Alpena Agency	2013-14		137,857
Alpena Agency	2014-15		144,262
Alpena Agency	2015-16		144,426
Alpena Agency	2016-17		158,417

Note: The annual premium includes changes in vehicles, employees, inflationary increase for property values, and insurance rate changes.

- (1)** Went out for bids when MML would no longer cover sewer back-ups.
- (2)** Went out for bids when Lappan Agency would no longer cover sewer back-ups.
- (3)** City no longer owns the DART buses which were a large liability.
- (4)** The Michigan Catastrophic Association fee (MCCA) of \$8,845 was mistakenly not included in the bid amount for fiscal year 2011-12, however it was added in the fiscal year 2012-13 at \$10,500. With the MCCA charge the total premium cost for fiscal year 2011-12 was \$113,805. A 33.5% change from fiscal year 2011-12 and an 8.00% change for fiscal year 2012-13.
- (5)** 9th Avenue Bridge is included in the annual premium as of fiscal year 2012-13.

CITY OF ALPENA
STANDARD OPERATING POLICY STATEMENT

General Subject:	Payment of Retirement Studies	Policy No.	<u>44</u>
Specific Subject:	Policy for Collection of Costs Associated with Retirement Studies	Date Issued:	<u>9-7-2016</u>
		Effective Date:	<u>9-7-2016</u>

Copies to: City Council, City Manager, City Attorney, Retirement Board

PURPOSE: To provide for a consistent procedure to collect past due costs incurred by employees and ex-spouses associated with retirement.

1. All active employees requesting an actuarial study for 1) additional retirement estimate (beyond the one allowed before retirement and the final retirement estimate), 2) the purchase of military time, or 3) other studies as applicable, must pay the cost prior to conducting the study.
2. An employee and/or ex-spouse who have not paid outstanding costs at the time of retirement, will have 30 days to pay. If payment is not received, the amount due will be deducted from their retirement check. If the amount due to the City is more than \$200, payments can be spread over several months, not to exceed twelve (12), with the approval of the City Manager.

Memorandum



Date: September 6, 2016

To: Mayor Waligora and Alpena City Council

Copy: City Clerk Karen Hebert and City Manager Greg Sundin

From: Kathy Himes, Human Resources Administrator

Subject: Labor Attorney Services

During the month of July, the City of Alpena went out for bids for our Labor Law Services, as our current Attorney, Dick Dinon, opted to leave Plunkett Cooney to start his own firm. It was explained to the Manager's Office that Plunkett Cooney does not hold a contract specifically for Labor Law Services with the City of Alpena. Therefore, there are no obligations of either party to maintain a relationship. This created an opportunity for the City to seek bids for this service.

The City received bids from four firms including Giammarco, Mullins, & Horton, P.C. (GMH Law), Clark Hill, Bodman Attorney Counselors, and Dinon Law PLLC. The current firm, Plunkett Cooney, opted not to bid on this request. None of the firms listed are in the Alpena area; thus, there is no local bidder preference to consider.

Bidders were requested to provide their hourly rate, references, a firm overview, history of the organization, and any additional information that would assist the City in making a final determination. The lowest bid came from Equity Partner John C. Clark of Giammarco, Mullins, & Horton, P.C. Their bid was for \$135.00 per hour, which is the municipal rate. Further, the firm employs 70 other attorneys that could provide legal services if the City needs specialized legal advice.

Based on the hourly rate, the firm history and overview, and references, it is my recommendation to award the bid to Giammarco, Mullins, & Horton, P.C. for the City's labor law services for a three-year term. Further, I recommend that the Council authorizes the Mayor and City Clerk to sign the agreement on behalf of the City.

The draft agreement will be reviewed by City Attorney Bill Pfeifer. If the agreement is in order, it will be provided to GMH Law for signatures.

CITY OF ALPENA


 BID NAME: Labor Law Attorney

 BID DATE OPENING: 8-15-2016

Bidder	Addendum	Bid Security	Base Bid	Remarks
Clark Hill Grand Rapids, MI	N/A	N/A	\$235/hr	year 1 & 2 \$240/hr 3rd year
Giarmarco, Mullins, and Horton, P.C. Troy, MI	↓	↓	\$135/hr	all 3 years
Dinoh Law PLLC Petosky, MI	↓	↓	\$200/hr	all 3 years
Bodman Law Troy, MI	↓	↓	\$295/hr	all 3 years

 Original Bid Sheet & Bids – Clerk's Office
 Copy of Bids – Dept. Head initiating bid

Unofficial – "As-Read" Results – Subject to Verification




Memorandum

Date: August 30, 2016

To: Karen Hebert, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: 2016 CIP Bid Recommendation

On August 30, 2016, the City received and opened bids for the 2016 Capital Improvement Plan. This project includes replacement of the water, sewer and street reconstruction on Second Avenue between Hitchcock Street and Washington Avenue and Third Avenue between Lewis Street and Washington Avenue. This also includes reconstruction of the City hall visitor parking lot.

Bid documents were sent to various firms and plan rooms with two bids received as listed below:

	As Read	As Tabulated
Elmer's Crane and Dozer, Hillman	\$781,837.90	\$781,837.90
MacArthur Construction, Lachine	\$647,972.00	\$651,572.00

Funding has been established in the water and sewer funds for Second and Third Avenue and in the Public Works line item for the parking lot. For each cost center of the project, water and sewer for both Second Avenue and Third Avenue as well as the parking lot, the as bid prices are below the funding established for each project in the budget.

It is my recommendation, as City Engineer, that the project be awarded to MacArthur Construction for the bid unit prices totaling \$651,572.00.



Bid Comparison

Contract ID		2016 CIP		
Description				
Location		Third Second CH Parking Lot		
Projects		1-Third Av, 2-Second Av, 3-Visitor's Lot		
Rank	Order	Item	Original	Original Estimate
0		ENGINEER'S ESTIMATE	\$652,823.90	0.00
1		(02668) MacArthur Construction, Inc.	\$651,572.00	-0.19
2		(01953) Elmer's Crane and Dozer, Inc.	\$781,837.90	19.76

L D s r t	P l t C d	u t t U t s	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.		
			d Pr	T t	d Pr	T t	d Pr	T t	
C t g r 0001 Str t									
0001	1500001	1	LSUM	\$22,500.00	\$22,500.00	\$25,000.00	\$25,000.00	\$8,800.00	\$8,800.00
Mobilization, Max									
0002	2040020	364	Ft	\$6.00	\$2,184.00	\$5.00	\$1,820.00	\$3.80	\$1,383.20
Curb and Gutter, Rem									
0003	2040055	299	Syd	\$5.00	\$1,495.00	\$6.00	\$1,794.00	\$5.50	\$1,644.50
Sidewalk, Rem									
0004	2057021	1,820	Cyd	\$7.50	\$13,650.00	\$4.00	\$7,280.00	\$9.00	\$16,380.00
Excavation, Earth, LM, Modified									
0005	2057021	250	Cyd	\$9.00	\$2,250.00	\$8.00	\$2,000.00	\$11.00	\$2,750.00
Subgrade Undercutting, Type II, Modified									
0006	2090001	1	LSUM	\$500.00	\$500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
Project Cleanup									
0007	3010002	250	Cyd	\$6.00	\$1,500.00	\$7.00	\$1,750.00	\$11.00	\$2,750.00
Subbase, CIP									
0008	3027031	2,940	Ton	\$10.00	\$29,400.00	\$10.00	\$29,400.00	\$11.50	\$33,810.00
Aggregate Base, 22A, Modified									
0009	4020033	160	Ft	\$37.00	\$5,920.00	\$25.00	\$4,000.00	\$39.00	\$6,240.00
Sewer, CI A, 12 inch, Tr Det B									
0010	4021204	6	Ea	\$375.00	\$2,250.00	\$500.00	\$3,000.00	\$75.00	\$450.00
Sewer Tap, 12 inch									
0011	4027001	185	Ft	\$23.00	\$4,255.00	\$24.00	\$4,440.00	\$36.50	\$6,752.50
Sewer, CI A, Sch40 PVC, 8 inch, Tr Det B									
0012	4030005	5	Ea	\$375.00	\$1,875.00	\$350.00	\$1,750.00	\$500.00	\$2,500.00
Dr Structure Cover, Adj, Case 1									
0013	4037050	10	Ea	\$800.00	\$8,000.00	\$1,700.00	\$17,000.00	\$1,350.00	\$13,500.00
Dr Structure, 24 inch dia, with Cover and Casting, Special									
0014	4037050	5	Ea	\$2,200.00	\$11,000.00	\$2,700.00	\$13,500.00	\$2,600.00	\$13,000.00
Dr Structure, 48 inch dia, with Cover and Casting, Special									

L D s r t	P l t C d	u t t U t s	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
			d Pr	T t	d Pr	T t	d Pr	T t
C t g r 0001 Str t								
0015	5017031	690 Ton	\$65.00	\$44,850.00	\$60.00	\$41,400.00	\$60.00	\$41,400.00
	HMA, 13A, Modified							
0016	8010005	249 Syd	\$32.00	\$7,968.00	\$35.00	\$8,715.00	\$35.70	\$8,889.30
	Driveway, Nonreinf Conc, 6 inch							
0017	8020023	1,789 Ft	\$15.00	\$26,835.00	\$15.00	\$26,835.00	\$16.00	\$28,624.00
	Curb and Gutter, Conc, Det C4							
0018	8020050	103 Ft	\$18.00	\$1,854.00	\$15.00	\$1,545.00	\$16.00	\$1,648.00
	Driveway Opening, Conc, Det M							
0019	8030036	1,166 Sft	\$6.00	\$6,996.00	\$4.00	\$4,664.00	\$6.55	\$7,637.30
	Sidewalk Ramp, Conc, 6 inch							
0020	8030044	1,514 Sft	\$3.50	\$5,299.00	\$3.00	\$4,542.00	\$5.55	\$8,402.70
	Sidewalk, Conc, 4 inch							
0021	8037001	100 Ft	\$35.00	\$3,500.00	\$40.00	\$4,000.00	\$45.00	\$4,500.00
	Detectable Warning Surface, Modified							
0022	8110126	415 Ft	\$0.11	\$45.65	\$2.00	\$830.00	\$2.00	\$830.00
	Pavt Mrkg, Regular Dry, 4 inch, Yellow							
0023	8117001	24 Ft	\$0.60	\$14.40	\$6.00	\$144.00	\$6.00	\$144.00
	Pavt Mrkg, Regular Dry, 24 inch, Stop Bar							
0024	8117050	2 Ea	\$33.00	\$66.00	\$70.00	\$140.00	\$70.00	\$140.00
	Pavt Mrkg, Regular Dry, Turn Arrow							
0025	8120022	10 Ea	\$125.00	\$1,250.00	\$80.00	\$800.00	\$50.00	\$500.00
	Barricade, Type III, High Intensity, Lighted, Furn							
0026	8120023	10 Ea	\$25.00	\$250.00	\$80.00	\$800.00	\$1.00	\$10.00
	Barricade, Type III, High Intensity, Lighted, Oper							
0027	8120170	1 LSUM	\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$19,000.00	\$19,000.00
	Minor Traf Devices							
0028	8120250	20 Ea	\$25.00	\$500.00	\$20.00	\$400.00	\$14.00	\$280.00
	Plastic Drum, High Intensity, Furn							
0029	8120251	20 Ea	\$5.00	\$100.00	\$20.00	\$400.00	\$0.01	\$0.20
	Plastic Drum, High Intensity, Oper							

L P l t C d u t t U t s				(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
D s r t				d Pr T t		d Pr T t		d Pr T t	
C t g r 0001 Str t									
0030	8120350	250	Sft	\$2.50	\$625.00	\$7.00	\$1,750.00	\$3.00	\$750.00
Sign, Type B, Temp, Prismatic, Furn									
0031	8120351	250	Sft	\$0.75	\$187.50	\$1.00	\$250.00	\$0.01	\$2.50
Sign, Type B, Temp, Prismatic, Oper									
0032	8127051	1	LSUM	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$500.00	\$500.00
Removing and Replacing Permanent Signage									
0033	8167011	1,120	Syd	\$2.75	\$3,080.00	\$5.00	\$5,600.00	\$6.00	\$6,720.00
Slope Restoration, Modified									
0034	8240001	1	LSUM	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Contractor Staking									
0056	1500001	1	LSUM	\$6,250.00	\$6,250.00	\$5,000.00	\$5,000.00	\$8,800.00	\$8,800.00
Mobilization, Max									
0057	2030011	3	Ea	\$300.00	\$900.00	\$200.00	\$600.00	\$150.00	\$450.00
Dr Structure, Rem									
0058	2040020	355	Ft	\$6.00	\$2,130.00	\$5.00	\$1,775.00	\$3.80	\$1,349.00
Curb and Gutter, Rem									
0059	2040055	24	Syd	\$5.00	\$120.00	\$6.00	\$144.00	\$5.50	\$132.00
Sidewalk, Rem									
0060	2057021	690	Cyd	\$7.50	\$5,175.00	\$4.00	\$2,760.00	\$8.40	\$5,796.00
Excavation, Earth, LM, Modified									
0061	2057021	100	Cyd	\$9.00	\$900.00	\$8.00	\$800.00	\$12.00	\$1,200.00
Subgrade Undercutting, Type II, Modified									
0062	2090001	1	LSUM	\$500.00	\$500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
Project Cleanup									
0063	3010002	100	Cyd	\$6.00	\$600.00	\$7.00	\$700.00	\$11.00	\$1,100.00
Subbase, CIP									
0064	3027031	990	Ton	\$10.00	\$9,900.00	\$10.00	\$9,900.00	\$14.00	\$13,860.00
Aggregate Base, 22A, Modified									
0065	4027001	65	Ft	\$22.00	\$1,430.00	\$24.00	\$1,560.00	\$37.00	\$2,405.00
Sewer, CI A, Sch40 PVC, 8 inch, Tr Det B									

L D s r t	P I t C d	u t t U t s	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
			d Pr	T t	d Pr	T t	d Pr	T t
C t g r 0001 Str t								
0066	4027050	3 Ea	\$350.00	\$1,050.00	\$250.00	\$750.00	\$80.00	\$240.00
Sewer Bulkhead, 8 inch								
0067	4030005	3 Ea	\$375.00	\$1,125.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00
Dr Structure Cover, Adj, Case 1								
0068	4030308	1 Ea	\$300.00	\$300.00	\$400.00	\$400.00	\$80.00	\$80.00
Dr Structure, Tap, 8 inch								
0069	4037050	1 Ea	\$800.00	\$800.00	\$1,700.00	\$1,700.00	\$1,400.00	\$1,400.00
Dr Structure, 24 inch dia, with Cover and Casting, Special								
0070	4037050	1 Ea	\$2,200.00	\$2,200.00	\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00
Dr Structure, 48 inch dia, with Cover and Casting, Special								
0071	5017031	230 Ton	\$65.00	\$14,950.00	\$60.00	\$13,800.00	\$75.00	\$17,250.00
HMA, 13A, Modified								
0072	8010005	134 Syd	\$32.00	\$4,288.00	\$35.00	\$4,690.00	\$35.70	\$4,783.80
Driveway, Nonreinf Conc, 6 inch								
0073	8020023	688 Ft	\$15.00	\$10,320.00	\$15.00	\$10,320.00	\$16.00	\$11,008.00
Curb and Gutter, Conc, Det C4								
0074	8030044	212 Sft	\$3.50	\$742.00	\$3.00	\$636.00	\$5.50	\$1,166.00
Sidewalk, Conc, 4 inch								
0075	8110126	263 Ft	\$0.10	\$26.30	\$3.00	\$789.00	\$3.00	\$789.00
Pavt Mrkg, Regular Dry, 4 inch, Yellow								
0076	8117001	14 Ft	\$0.50	\$7.00	\$6.00	\$84.00	\$6.00	\$84.00
Pavt Mrkg, Regular Dry, 24 inch, Stop Bar								
0077	8120022	4 Ea	\$125.00	\$500.00	\$50.00	\$200.00	\$40.00	\$160.00
Barricade, Type III, High Intensity, Lighted, Furn								
0078	8120023	4 Ea	\$25.00	\$100.00	\$50.00	\$200.00	\$1.00	\$4.00
Barricade, Type III, High Intensity, Lighted, Oper								
0079	8120170	1 LSUM	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$23,400.00	\$23,400.00
Minor Traf Devices								

L D s r t	P l t C d	u t t U t s	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
			d Pr	T t	d Pr	T t	d Pr	T t
C t g r 0001 Str t								
0080	8120250	10 Ea	\$25.00	\$250.00	\$20.00	\$200.00	\$12.00	\$120.00
Plastic Drum, High Intensity, Furn								
0081	8120251	10 Ea	\$5.00	\$50.00	\$20.00	\$200.00	\$1.00	\$10.00
Plastic Drum, High Intensity, Oper								
0082	8120350	200 Sft	\$2.50	\$500.00	\$7.00	\$1,400.00	\$3.00	\$600.00
Sign, Type B, Temp, Prismatic, Furn								
0083	8120351	200 Sft	\$0.75	\$150.00	\$1.00	\$200.00	\$1.00	\$200.00
Sign, Type B, Temp, Prismatic, Oper								
0084	8127051	1 LSUM	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$500.00	\$500.00
Removing and Replacing Permanent Signage								
0085	8167011	350 Syd	\$2.50	\$875.00	\$5.00	\$1,750.00	\$8.00	\$2,800.00
Slope Restoration, Modified								
0086	8240001	1 LSUM	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,400.00	\$1,400.00
Contractor Staking								
0101	1500001	1 LSUM	\$2,075.00	\$2,075.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
Mobilization, Max								
0102	2040020	360 Ft	\$3.00	\$1,080.00	\$7.00	\$2,520.00	\$5.50	\$1,980.00
Curb and Gutter, Rem								
0103	2040045	10 Cyd	\$150.00	\$1,500.00	\$5.00	\$50.00	\$75.00	\$750.00
Masonry and Conc Structure, Rem								
0104	2040055	302 Syd	\$3.00	\$906.00	\$7.00	\$2,114.00	\$7.50	\$2,265.00
Sidewalk, Rem								
0105	2057021	75 Cyd	\$7.00	\$525.00	\$5.00	\$375.00	\$11.00	\$825.00
Excavation, Earth, LM, Modified								
0106	2090001	1 LSUM	\$750.00	\$750.00	\$250.00	\$250.00	\$5,000.00	\$5,000.00
Project Cleanup								
0107	3057011	805 Syd	\$1.75	\$1,408.75	\$7.00	\$5,635.00	\$4.00	\$3,220.00
HMA Base Crushing and Shaping, Modified								
0108	4030005	2 Ea	\$375.00	\$750.00	\$400.00	\$800.00	\$500.00	\$1,000.00
Dr Structure Cover, Adj, Case 1								

L D s r t	P l t	C d	u t t	U t s	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
					d Pr	T t	d Pr	T t	d Pr	T t
C t g r 0001 Str t										
0109	5010005		60	Syd	\$4.00	\$240.00	\$4.00	\$240.00	\$7.40	\$444.00
HMA Surface, Rem										
0110	5010025		10	Ton	\$100.00	\$1,000.00	\$75.00	\$750.00	\$75.00	\$750.00
Hand Patching										
0111	5010061		25	Ton	\$110.00	\$2,750.00	\$75.00	\$1,875.00	\$75.00	\$1,875.00
HMA Approach										
0112	5017031		140	Ton	\$65.00	\$9,100.00	\$75.00	\$10,500.00	\$75.00	\$10,500.00
HMA, 13A, Modified										
0113	8010005		132	Syd	\$35.00	\$4,620.00	\$35.00	\$4,620.00	\$35.70	\$4,712.40
Driveway, Nonreinf Conc, 6 inch										
0114	8020002		220	Ft	\$25.00	\$5,500.00	\$25.00	\$5,500.00	\$28.00	\$6,160.00
Curb, Conc, Det E2										
0115	8020016		175	Ft	\$22.00	\$3,850.00	\$21.00	\$3,675.00	\$23.00	\$4,025.00
Curb and Gutter, Conc, Det B2										
0116	8020023		10	Ft	\$17.00	\$170.00	\$20.00	\$200.00	\$20.00	\$200.00
Curb and Gutter, Conc, Det C4										
0117	8030036		90	Sft	\$6.00	\$540.00	\$4.00	\$360.00	\$6.50	\$585.00
Sidewalk Ramp, Conc, 6 inch										
0118	8030044		485	Sft	\$3.50	\$1,697.50	\$3.00	\$1,455.00	\$5.50	\$2,667.50
Sidewalk, Conc, 4 inch										
0119	8030046		462	Sft	\$3.90	\$1,801.80	\$4.00	\$1,848.00	\$6.50	\$3,003.00
Sidewalk, Conc, 6 inch										
0120	8037001		5	Ft	\$35.00	\$175.00	\$40.00	\$200.00	\$45.00	\$225.00
Detectable Warning Surface, Modified										
0121	8117050		1	Ea	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,405.00	\$1,405.00
Pavt Mrkg, Parking Lot, Complete										
0122	8127051		1	LSUM	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Removing and Replacing Permanent Signage										
0123	8127051		1	LSUM	\$500.00	\$500.00	\$300.00	\$300.00	\$400.00	\$400.00
Removing and Salvaging Permanent Signage										

L D	P s	It r	C t	u t	U t	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
						d Pr	T t	d Pr	T t	d Pr	T t
C t g r 0001 Str t											
0124	8167011			350	Syd	\$2.50	\$875.00	\$5.00	\$1,750.00	\$3.00	\$1,050.00
	Slope Restoration, Modified										
0125	8247051			1	LSUM	\$3.00	\$3.00	\$1,000.00	\$1,000.00	\$6,200.00	\$6,200.00
	Staking, Shaping, and Grading										
C t g r 1T t s						2,65 0		0, 2 00		20, 66 0	
C t g r 0002 S r											
0035	2030011			2	Ea	\$350.00	\$700.00	\$200.00	\$400.00	\$150.00	\$300.00
	Dr Structure, Rem										
0036	2037001			55	Ft	\$15.00	\$825.00	\$7.00	\$385.00	\$15.00	\$825.00
	Sanitary Sewer, Abandon										
0037	2037001			361	Ft	\$4.00	\$1,444.00	\$3.00	\$1,083.00	\$7.00	\$2,527.00
	Sanitary Sewer, Rem, Less than 24 inch										
0038	4037050			5	Ea	\$2,200.00	\$11,000.00	\$2,500.00	\$12,500.00	\$2,675.00	\$13,375.00
	Dr Structure, 48 inch dia, with Cover and Casting, Special										
0039	8257001			941	Ft	\$35.00	\$32,935.00	\$25.00	\$23,525.00	\$54.00	\$50,814.00
	Sanitary Sewer, SDR 35, 12 inch, Tr Det G										
0040	8257050			21	Ea	\$1,400.00	\$29,400.00	\$900.00	\$18,900.00	\$880.00	\$18,480.00
	Sanitary Sewer Service										
0041	8257050			2	Ea	\$750.00	\$1,500.00	\$1,500.00	\$3,000.00	\$80.00	\$160.00
	Sanitary Sewer Tap, 12 inch										
0087	2037001			55	Ft	\$15.00	\$825.00	\$7.00	\$385.00	\$15.00	\$825.00
	Sanitary Sewer, Abandon										
0088	4037050			2	Ea	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$2,670.00	\$5,340.00
	Dr Structure, 48 inch dia, with Cover and Casting, Special										
0089	8257001			330	Ft	\$28.00	\$9,240.00	\$25.00	\$8,250.00	\$54.00	\$17,820.00
	Sanitary Sewer, SDR 35, 12 inch, Tr Det G										
0090	8257050			6	Ea	\$1,250.00	\$7,500.00	\$900.00	\$5,400.00	\$850.00	\$5,100.00
	Sanitary Sewer Service										

L P l t C d u t t U t s				(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
D s r t				d Pr T t		d Pr T t		d Pr T t	
C t g r 0002 S r									
0091	8257050	1	Ea	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$80.00	\$80.00
Sanitary Sewer Tap, 12 inch									
C t g r 2 T t s				100,51 00		, 2 00		115,6 6 00	
C t g r 000 W t r									
0042	8230431	3	Ea	\$275.00	\$825.00	\$250.00	\$750.00	\$100.00	\$300.00
Gate Box, Adj, Case 1									
0043	8237001	960	Ft	\$115.00	\$110,400.00	\$75.00	\$72,000.00	\$94.00	\$90,240.00
Water Main, DI, 18 inch, Tr Det G, Modified									
0044	8237001	100	Ft	\$40.00	\$4,000.00	\$45.00	\$4,500.00	\$54.00	\$5,400.00
Water Main, DI, 8 inch, Tr Det G, Modified									
0045	8237050	5	Ea	\$2,000.00	\$10,000.00	\$500.00	\$2,500.00	\$1,730.00	\$8,650.00
Connect to Existing Water Main									
0046	8237050	1	Ea	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$4,900.00	\$4,900.00
Cross, DI, 18 inch x 8 inch									
0047	8237050	1	Ea	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00
Fire Hydrant Assembly									
0048	8237050	1	Ea	\$400.00	\$400.00	\$100.00	\$100.00	\$875.00	\$875.00
Fire Hydrant Assembly, Rem									
0049	8237050	8	Ea	\$450.00	\$3,600.00	\$1,500.00	\$12,000.00	\$550.00	\$4,400.00
Fittings Not Shown on Plans									
0050	8237050	5	Ea	\$2,200.00	\$11,000.00	\$15,320.00	\$76,600.00	\$13,600.00	\$68,000.00
Gate Valve and Box, 18 inch, Modified									
0051	8237050	2	Ea	\$1,750.00	\$3,500.00	\$1,800.00	\$3,600.00	\$1,250.00	\$2,500.00
Gate Valve and Box, 8 inch, Modified									
0052	8237050	2	Ea	\$300.00	\$600.00	\$400.00	\$800.00	\$250.00	\$500.00
Reducer, DI, 8 inch x 6 inch									
0053	8237050	1	Ea	\$500.00	\$500.00	\$500.00	\$500.00	\$400.00	\$400.00
Tee, DI, 8 inch x 6 inch									

L D	P s	It r	C t	u	t	U t	s	(0) ENGINEER'S ESTIMATE		(1) MacArthur Construction, Inc.		(2) Elmer's Crane and Dozer, Inc.	
								d Pr	T t	d Pr	T t	d Pr	T t
C t g r 000 W t r													
0054	8237050			21	Ea			\$1,750.00	\$36,750.00	\$900.00	\$18,900.00	\$560.00	\$11,760.00
	Water Service												
0055	8237051			1	LSUM			\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
	Testing and Chlorination												
0092	8237001			355	Ft			\$40.00	\$14,200.00	\$54.00	\$19,170.00	\$72.00	\$25,560.00
	Water Main, DI, 12 inch, Tr Det G, Modified												
0093	8237050			1	Ea			\$375.00	\$375.00	\$600.00	\$600.00	\$850.00	\$850.00
	Bend, DI, 12 inch												
0094	8237050			2	Ea			\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$1,700.00	\$3,400.00
	Connect to Existing Water Main												
0095	8237050			2	Ea			\$450.00	\$900.00	\$600.00	\$1,200.00	\$750.00	\$1,500.00
	Fittings Not Shown on Plans												
0096	8237050			1	Ea			\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,350.00	\$2,350.00
	Gate Valve and Box, 12 inch, Modified												
0097	8237050			1	Ea			\$300.00	\$300.00	\$500.00	\$500.00	\$400.00	\$400.00
	Reducer, DI, 12 inch x 8 inch												
0098	8237050			1	Ea			\$500.00	\$500.00	\$400.00	\$400.00	\$260.00	\$260.00
	Reducer, DI, 8 inch x 6 inch												
0099	8237050			6	Ea			\$1,750.00	\$10,500.00	\$900.00	\$5,400.00	\$780.00	\$4,680.00
	Water Service												
0100	8237051			1	LSUM			\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,900.00	\$1,900.00
	Testing and Chlorination												
C t g r T t s								21 ,650 00		2 1,020 00		2 5, 25 00	
d T t s								652, 2 0		651,5 2 00		1, 0	




Memorandum

Date: August 30, 2016

To: Karen Hebert, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: Water Plant HVAC Upgrades

On August 30, 2016 the City received and opened bids for the HVAC upgrades at the Water Production Plant. Bid documents were sent to various firms and plan rooms with 4 bids received as follows:

Bidder	G&K Plumbing & Heating Ossineke	Weinkauf Plumbing & Heating Alpena	Wise Heating & Cooling West Branch	Lakeshore Plumbing & Heating Alpena
Base Bid	\$ 71,219.00	\$ 62,115.00	\$ 130,415.70	\$ 53,530.00
Alt #1	\$ 20,925.00	\$ 25,796.00	\$ 18,000.00	\$ 21,583.00
Alt #2	\$ 5,425.00	\$ 4,776.00	\$ 4,500.00	\$ 4,721.00
Alt #3	\$ 7,400.00	\$ 6,885.00	\$ 3,000.00	\$ 5,639.00
Alt #4	\$ 5,195.00	\$ 4,321.00	\$ 3,000.00	\$ 4,955.00
Alt #5	\$ 5,250.00	\$ 875.00	\$ 1,500.00	\$ 1,329.00
Alt #6	\$ 4,215.00	\$ 3,633.00	\$ 3,100.00	\$ 3,499.00
Total	\$ 119,629.00	\$ 108,401.00	\$ 163,515.70	\$ 95,256.00

The City has carried over \$65,200 from last fiscal year for this project and an additional \$45,000 in the current budget which can be directed to this project, thus sufficient funds are available.

It is my recommendation, as City Engineer, to award the Water Plant HVAC upgrades to Lakeshore Plumbing and Heating in the amount of \$ 95,256.00.



CITY OF ALPENA



BID NAME: HVAC Upgrade Project
Water BID DATE OPENING: 8-30-2016

Bidder	Addendum	Bid Security	Base Bid	Remarks
G & K Plumbing Ossineke, MI	No	No	71,219 29,925	Alt 1
			5,425	2
			7,400	3
			5,195	4
			5,250	5
			4,215	6
Wyncoff Plumbing Alpena	✓ (3)	✓	62,115 25,796	Alt 1
			4,776	2
			6,885	3
			4,321	4
			875	5
			3,633	6

Original Bid Sheet & Bids – Clerk's Office
 Copy of Bids – Dept. Head initiating bid

Unofficial – "As-Read" Results – Subject to Verification

CITY OF ALPENA



BID NAME: HVAC Upgrade Project
Water BID DATE OPENING: 8-30-2016

Bidder	Addendum	Bid Security	Base Bid	Remarks
Wise Heating & Cooling West Branch, MI	✓(3)	✓	130,415.70 18,000	Alt 1
			4,500	2
			3,000	3
			3,000	4
			1,500	5
			3,100	6
Lakeshore Plumbing Alpena, MI	✓(3)	✓	53,530 21,583	Alt 1
			4,721	2
			5,639	3
			4,955	4
			1,329	5
			3,499	6

Original Bid Sheet & Bids – Clerk's Office
 Copy of Bids – Dept. Head initiating bid

Unofficial – “As-Read” Results – Subject to Verification

ALPENA WATER TREATMENT PLANT HVAC UPGRADE BID RECOMMENDATION

August 31, 2016

To: Mike Kieliszewski
City of Alpena
208 N. 1st Ave. #1
Alpena, MI. 49707

From: Aaron Wosek, HVAC and Plumbing Project Manager

Dear Mike,

The two (2) low bids for the Alpena Water Treatment Plant HVAC Upgrade Project were sent to me for review.

Lakeshore Plumbing and Heating: Base Bid plus Alternates: \$95,256.

Weinkauf Plumbing and Heating: Base Bid plus Alternates: \$108,401.

I performed a post-bid interview with both bidders.

Lakeshore Plumbing and Heating used Alpena Supply for their entire equipment package. Most of the equipment is manufactured by companies other than what I specifically scheduled, but since this was a design-assist project I urged the contractors to seek out equipment that was competitively priced. Alpena Supply did contact me during the bidding process to discuss most of these changes. The only piece of equipment that was not previously discussed was the substitute for the make-up air unit, MUA-1. There is some concern that the length of the unit is longer than the AbsolutAire unit that was scheduled, therefore it will take up more space in the mechanical room. I am also not familiar with the manufacturer, so I cannot comment on the quality, and the person at Alpena Supply that provided the bid is currently on vacation so I could not reach him for comment.

At this time, all equipment used in Lakeshore Plumbing and Heating's bid is acceptable contingent on final shop drawing review.

Upon approval by the City of Alpena, I support the recommendation to award this project to the low bidder, Lakeshore Plumbing and Heating.

Sincerely,

Aaron Wosek
HVAC and Plumbing Project Manager
Office Direct: 989-921-5552
Cell: 231-645-5992



230 S. Washington Ave.
Saginaw, MI. 48607




Memorandum

Date: August 31, 2016

To: Karen Hebert, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: Two-Way Streets within the DDA Update

On Tuesday August 30, 2016 City staff and Lesslee Dort of the DDA met with representatives of the Michigan Department of Transportation to discuss the potential conversion of the MDOT portions of Second and Third Avenue within the DDA to a two-way configuration. The local Alpena TSC staff and the regional planner submitted the request to the Lansing MDOT planning unit for their input. Their responses were relayed via the above referenced meeting. It was stated very soundly that any costs associated with this request would be at the requesting party's expense and that MDOT would not participate in any costs associated with the project analysis or construction. Lansing planning also stated that they would be supportive of the project if the analysis element is completed and verifies that it can be done while meeting MDOT requirements for traffic flow and safety.

The MDOT representatives outlined the process which any community must follow to make conversions such as this to an MDOT controlled roadway. Below are the key points which can be discussed in further detail during the Council meeting.

- The City must commission an engineering evaluation, utilizing an MDOT pre-qualified consultant to determine:
 - The ability to make the conversion while meeting the minimum guidelines MDOT must adhere to
 - The work necessary to undertake the changes
 - The impact anticipated to the motoring public
 - Impact at intersections with regards to turning movements
 - Design of the modifications
- Several other key issues were discussed:
 - Physical modifications are limited by fixed constraints but will likely impact the Culligan plaza area with an increased radius for turning movements.

- It is likely that the conversion of the MDOT sections would not include Third Avenue between Chisholm Street and M-32, Washington Avenue. This section of Third is needed and would be designated as a truck route due to turning limitations at Second Avenue.
- If Second Avenue becomes two-way, MDOT would not need to retain Third Avenue as state trunkline and the road may revert back to the City and all maintenance would be the responsibility of the City.
- Traffic lane alignment at the intersection of Second Avenue with Chisholm Street, if both Second Avenue legs were two-way, may become an issue. We would either need to await the consultant design or proceed forward with the understanding that the lane lines on Second Avenue, under the control of the City, may need to change if the other side becomes two-way.
- There will likely be a loss of on-street parking along Chisholm Street near the Second Avenue intersection.
- All costs associated with the Consultant evaluation, design, and project construction, if this is determined viable, will be paid by the City and/or the DDA.
- At this time we have options to consider:
 1. Do nothing, leave the street configuration and traffic pattern as is.
 2. Place the project on hold until the analysis and study are completed to make all modifications at one time if viable.
 3. We proceed forward with the entire project as presented on the streets controlled by the City. This would be with the knowledge that we may need to modify the lane lines and parking along Second Avenue once the analysis and study are completed.
 4. Proceed forward with a limited plan only making modifications to Third Avenue between Carter Street and River Street, convert Carter Street to two-way, modify the intersection of Carter Street and Third Avenue , Carter Street and Second Avenue, and implement the parking changes on River Street between Second Avenue and Third Avenue.
 5. Proceed forward with the plan as originally presented and not pursue changes to the MDOT portions of Second and Third Avenues.
 6. Implementation timeline:
 - Can it be done yet this fall?
 - Do we do it in the spring at the same time as the bridge construction?
 - Do we hold off implementation until the fall of 2017?



Memorandum

Date: August 26, 2016
To: Karen Hebert, City Clerk/Treasurer/Finance Director
Copy: Greg Sundin, City Manager
From: Rich Sullenger, City Engineer
Subject: MDOT Contract – Second Ave Bridge Rehabilitation

The City has received the grant agreement from the Michigan Department of Transportation for rehabilitation work on the Second Ave Bridge. This estimated project cost is \$2,396,400 with the grant providing \$2,276,600 and the City responsible for the balance or \$119,800. In addition, the City also must provide and cover all costs associated with the construction inspection services. This is addressed in a separate memorandum.

It is my recommendation, as City Engineer, that City Council approve the agreement, 16-5412, by resolution authorizing the Mayor and City Clerk to execute the agreements on behalf of the City. Funding for the match and engineering services costs have been budgeted in the Major Street fund for this project.



Memorandum

Date: August 26, 2016

To: Karen Hebert, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer

Subject: Construction Inspection Services – Second Ave Bridge

The City has received the grant agreement from the Michigan Department of Transportation for rehabilitation work on the Second Ave Bridge. This estimated project cost is \$2,396,400 with the grant providing \$2,276,600 and the City responsible for the balance or \$119,800. In addition, the City also must provide and cover all costs associated with the construction inspection services.

The City has worked with Tetra Tech on the design phase of this project and has received the attached proposal for construction engineering services. Due to the project and the technical nature of the rehabilitation work on the structure, it is my recommendation to continue with Tetra Tech for the construction inspection aspect of the project.

The attached proposal outlines the services they are to provide at an estimated not to exceed cost of \$323,855 including all subcontracted inspection. This includes inspection at the plants where the steel segments and the expansion joints will be fabricated. All reporting and documentation will be per MDOT requirements.

It is my recommendation, as City Engineer, that City Council approve the agreement with Tetra Tech for a cost not to exceed \$323,855 for inspection services on the Second Ave Bridge. Funding for engineering services costs have been budgeted in the Major Street fund for this project.





TETRA TECH OF MICHIGAN, P.C.

August 10, 2016

Mr. Rich Sullenger
City Engineer
City of Alpena
208 N First Avenue
Alpena, MI 49707

**Re: Proposal for Bridge Preventative Maintenance Construction Inspection for the
Second Ave Bridge (JN 122827A)**

Dear Mr. Sullenger:

In response to your request, Tetra Tech is pleased to submit this proposal for the bridge preventative maintenance construction engineering services and material testing for the Second Avenue Bridge over Thunder Bay River in the City of Alpena. Tetra Tech will be assisted by Huron Engineering and Surveying Inc. (HES), Stafford Bandlow Engineering, Inc. (SBE), TÜV Rheinland Industrial Solutions Inc. (TRIS), Soil and Materials Engineers (SME) and local electrical contractor to be selected after award.

PROJECT UNDERSTANDING

The project consists of full engineering services for preventative maintenance and repair work including structural, mechanical, electrical and MIOSHA Safety. The design plans are complete and the anticipated letting date is in September. The Second Avenue Bridge over Thunder Bay River is a six span bridge constructed in 1939 with a double leaf trunnion main span. The project is funded by the State of Michigan's Local Bridge Program.

SCOPE OF SERVICES

Construction inspection and material testing will be documented according to MDOT's Local Agency Programs (LAP) guidelines. The scope of services will include, but not limited to:

- Attend meetings including pre-construction, progress and project close out.
- Review and Approve shop drawings.
- Respond to RFIs, NCR's, and review change order requests.
- Office Tech services including labor compliance, contract compliance, pay estimates, etc.
- Site Work including construction observation with IDRs, quantity tracking, in place compaction testing, field concrete tests and sampling, adhesive anchored reinforcement pull tests, and paint thickness testing.
- Offsite fabrication inspection for structural steel (see proposed person hours by TRIS).
- Mechanical and Electrical shop and field inspections (see proposed person hours by SBE).
- Laboratory testing for compressive strength of concrete.
- Direct correspondence to Contractor on City's behalf.
- Coordination with City and MDOT Alpena TSC.

Tetra Tech

123 Brighton Lake Road, Suite 203, Brighton, MI 48116
Tel 810.220.2112 Fax 810.220.0094 www.tetrattech.com



TETRA TECH OF MICHIGAN, P.C.

ASSUMPTIONS

Steel fabrication will be performed by Cardinal Fabrication in Williamston, MI and expansion joints fabricated by Cox Brothers Machining in Jackson, MI.

Local electrical contractor will be selected for part-time inspection support. The selected contractor will not be a subcontractor for the prime Contractor.

SCHEDULE

The proposed schedule will follow the progress clause in the construction proposal documents which is as follows:

- | | |
|---------------|----------------------|
| • Sept-2-2016 | Letting |
| • 10-11-2016 | Site Work Allowed |
| • 5-01-2017 | Road Closure |
| • 6-08-2017 | Road Open to Traffic |
| • 6-21-2017 | Site Work Complete |

STAFF

The Tetra Tech team has experience with Construction Inspection including Bridge Painting Inspection and Moveable Span Bridges. Staff will have appropriate Michigan Department of Transportation certifications for inspections, testing and office technician.

Our proposed Project Manager will be a professional engineer licensed to practice in the state of Michigan. Tetra Tech proposes to use the following key team member for this project:

Project Manager
Design Assistance

Robert Daavettila, P.E.
Scott Buchholz, P.E.

COMPENSATION

The Tetra Tech team will perform this work for a fee not to exceed **\$323,855**. All work will be completed on a Time & Material basis except for work performed by subconsultant Soil & Material Engineers, Inc. will be completed on unit price basis. Refer to Proposed Person Hours and Fees attachments.

If you concur with our proposal, please sign in the space provided and return the proposal to indicate your authorization to proceed. The acceptance for this project is comprised of this proposal and the attached Standard Terms and Conditions.

Please contact us with any questions or comments you may have. We look forward to working with The City of Alpena. This proposal is valid for 30 days. If you have any questions regarding this proposed scope of work, please contact me at (810) 542-2059.



TETRA TECH OF MICHIGAN, P.C.

We look forward to working with you on this project.

Sincerely,



Jayson H. Nault, P.E.
Operations Unit Vice President



Scott J. Buchholz, P.E.
Senior Project Manager

Encl.: Proposed Person Hours and Fees
Standard Terms and Conditions

PROPOSAL ACCEPTED BY _____

TITLE _____ DATE _____

Proposed Person Hours and Fees
Construction Support Engineering Services for City of Alpena
Bridge Preventative Maintenance Project
Second Ave over Thunder Bay
August 2016

Labor:

Pre-Construction Meeting/File Preparation				
Construction Manager II -	12 hours @	\$ 215.00 / hour	\$	2,580.00
Construction Tech III (field)	10 hours @	\$ 95.00 / hour	\$	950.00
Construction Tech III (office)	40 hours @	\$ 94.00 / hour	\$	3,760.00
				\$ 7,290.00
Field Inspection				
Construction Manager II -	262 hours @	\$ 215.00 / hour	\$	56,330.00
Construction Tech III (field) -	270 hours @	\$ 95.00 / hour	\$	25,650.00
Construction Tech III (office) -	120 hours @	\$ 94.00 / hour	\$	11,280.00
				\$ 93,260.00
Final Review/Project Closeout				
Construction Manager II -	48 hours @	\$ 215.00 / hour	\$	10,320.00
Construction Tech III (field) -	10 hours @	\$ 95.00 / hour	\$	950.00
Construction Tech III (office) -	40 hours @	\$ 94.00 / hour	\$	3,760.00
				\$ 15,030.00
Shop Drawing Review and Design Const. Assistance				
Sr. Project Manager (design) -	30 hours @	\$ 186.00 / hour	\$	5,580.00
Project Engineer II -	20 hours @	\$ 160.00 / hour	\$	3,200.00
Sr. Engineer -	16 hours @	\$ 95.00 / hour	\$	1,520.00
				\$ 10,300.00
Total 862 hours		Labor Fee \$ 125,880.00		

Expenses:

Travel	21000 miles	\$ 0.60 /mile	\$	12,600.00
Per Diem	15 each	\$ 148.00 /each	\$	2,220.00
Misc/postage	lump sum		\$	25.00
			Expenses \$	14,845.00

Subconsultants

Huron Engineering & Surveying	\$60,500.00
Stafford Bandlow Engineering, Inc.	\$101,266.93
Soil & Material Engineers, Inc. (1 site trip: epoxy pull test)	\$1,800.00
TÜV Rheinland Industrial Solutions Inc.	\$5,842.40
Local Electrical Contractor (approx 80 hrs)	\$5,000.00
Prime 5% markup on subconsultants	\$8,720.47
Total Subconsultants	\$183,129.80

Cost Summary

Total Labor Cost	\$125,880.00
Total Direct Costs	\$14,845.00
Total Subconsultant Cost	\$183,129.80
Total	\$323,855





Proposed Person Hours and Fees
Construction Support Engineering Services for City of Alpena
Bridge Preventative Maintenance Project
Bridge Rehabilitation - 2nd Ave over Thunder Bay
 July 2016

Labor:

Review and Approve Submittals

Scope: Remove and approve shop drawing submittals, procedures, maintenance manual, balance calculations, and other required submittals.
 Respond to RFI's, NCR's, and review Change Order requests.

Principal - QA/QC	16 hours @	\$ 206.22 / hour	\$ 3,299.52
Senior Mechanical Engineer	81 hours @	\$ 180.78 / hour	\$ 14,643.18
Senior Electrical Engineer	47 hours @	\$ 224.43 / hour	\$ 10,548.21
Mechanical Engineer I	166 hours @	\$ 109.05 / hour	\$ 18,102.30
Electrical Engineer I	80 hours @	\$ 121.84 / hour	\$ 9,747.20
			\$ 56,340.41

Shop Inspections

Scope: Assume 2 separate (1) day shop inspections for review of mechanical components prior to delivery to bridge.
 No shop inspections are included for the electrical work.
 Assumes shop location within the contiguous United States.
 Travel included in the provided hours. Expenses are provided separately (below).

Senior Mechanical Engineer	56 hours @	\$ 180.78 / hour	\$ 10,123.68
Senior Electrical Engineer	0 hours @	\$ 224.43 / hour	\$ -
			\$ 10,123.68

Field Inspections

Scope: Assume 2 separate (1) day site inspections for review of mechanical progress and final installation.
 Assume 1 (1) day site inspection for review of electrical installation progress.
 Assume 1 separate (3) day site inspection for final review / commissioning of electrical installation.

Senior Mechanical Engineer	52 hours @	\$ 180.78 / hour	\$ 9,400.56
Senior Electrical Engineer	68 hours @	\$ 224.43 / hour	\$ 15,261.24
			\$ 24,661.80

Total 566 hours Labor Fee \$ 91,125.89

Expenses:

Expenses associated with shop inspections and field inspections as described above:

1. Mechanical Support

	Qty	Unit Cost	Cost
Flights	4	\$ 1,000.00	\$ 4,000.00
Mileage (96 mi. office to airport)	4	\$ 51.84	\$ 207.36
Airport Parking	8	\$ 30.00	\$ 240.00
Per Diem Costs (GSA)	12	\$ 140.00	\$ 1,680.00
Rental Car	8	\$ 60.00	\$ 480.00
			\$ 6,607.36 subtotal

2. Electrical Support

	Qty	Unit Cost	Cost
Flights	2	\$ 1,000.00	\$ 2,000.00
Mileage (96 mi. office to airport)	2	\$ 51.84	\$ 103.68
Airport Parking	5	\$ 30.00	\$ 150.00
Per Diem Costs (GSA)	7	\$ 140.00	\$ 980.00
Rental Car	5	\$ 60.00	\$ 300.00
			\$ 3,533.68 subtotal

Expenses \$ 10,141.04

Total Fee \$ 101,266.93

Proposed Person Hours and Fees
Construction Support Engineering Services for City of Alpena
Bridge Preventative Maintenance Project
Second Ave over Thunder Bay
August 2016

Labor:

Pre-Construction Meeting/File Preparation					
Construction Inspector -	4 hours @	\$ 60.00 / hour	\$	240.00	
					\$ 240.00
Field Inspection					
Construction Inspector -	968 hours @	\$ 60.00 / hour	\$	58,080.00	
					\$ 58,080.00
Final Review/Project Closeout					
Construction Inspector -	28 hours @	\$ 60.00 / hour	\$	1,680.00	
					\$ 1,680.00
Shop Drawing Review and Design Const. Assistance					N/A
Total 1000 hours			Labor Fee \$	60,000.00	

Expenses:

Concrete Cylinder Tests	25 each	\$ 20.00 /each	\$	500.00	
			\$	-	
			Expenses \$	500.00	
			Total Fee \$	60,500.00	



3205 US-23 South
Alpena, MI 49707
Ph: 989-356-6375
Fax: 989-354-8286

TÜV Rheinland Industrial Solutions, Inc.
8181 Broadmoor SE, Caledonia, MI 49316
Phone: 616-891-3570 Fax: 616-891-3596
www.tuvris.com
Email: sales@tuvris.com



Company Name
Street
City, State, Zip Code

Tetra Tech
123 Brighton Lake Road, Suite 203
Brighton, MI 48116

Quote No. 16-TRIS-867

Date: 7/21/2016

Contact
E-mail
Phone
Fax

Robert Daavettila
Bob.daavettila@tetrattech.com
810-225-8404
810-225-8458

Account: NEW

Quotation and Project Authorization

Dear Mr. Daavettila,

Thank you for your interest in TÜV Rheinland Industrial Solutions, Inc. (TRIS). We are very interested in your business and based on the information provided to us, we have prepared the following quote for the services you are requesting. Please feel free to contact me at any time should you have any questions regarding this quotation.

Scope of Services

TÜV Rheinland Industrial Solutions, Inc., (TRIS) will perform the Quality Assurance (QA) Inspection on Structural Steel Components and Expansion Joints. The components are located at Cardinal Fabrication in Williamston, MI. The Expansion Joints are located at Cox Brothers Machining in Jackson, MI. These are for the Second Street Bridge Rehabilitation Project in Alpena, MI per AWS D1.5 and MDOT 2012 Specifications.

We will provide a Certified Welding Inspector (AWS-CWI) to perform the QA Inspection on this project. This estimate is based on the information and drawings supplied to us. It is also based on Cardinal Fabrications and Cox Brothers Machining being the fabrication shops that get the project. The project has not yet been let out. This estimate is based on splitting time and mileage with other projects. Our estimated costs are as follows:

Cardinal Fabrication

	<u>Rate</u>	<u>Quantity</u>	<u>Total</u>
QA Inspector - Regular	\$75.00 / hour	24 hours	\$1,800.00
QA Inspector - Overtime	\$112.00 / hour	If Required	\$
Mileage	\$.57 / mile	600 miles	<u>\$ 342.00</u>
		Sub-Total:	\$2,142.00
<u>Additional Testing:</u>			
Drop Weight Tear Test (At Room Temperature)- Set of 9	\$990.00	If Required	
Charpy Test (From -70° to Room Temperature) – Set of 3	\$120.00	If Required	
Test A325 HSG bolts (Wedge Tensile, Rotational Capacity, Dimensional and Coating Thickness) – Set of 3	\$260.00	4 each	\$1,040.00
F1554 Grade 36 - (Wedge Tensile, Rotational Capacity, Dimensional and Coating Thickness) – Set of 3	\$260.00	If Required	
Test A449 Anchor Studs per MDOT 908.10 C (Tensile, Dimensional and Coating Thickness) -Set	\$150.00	If Required	
Test Anchor Studs (Tensile, Dimensional and Coating Thickness) - Set	\$150.00	If Required	
Welder Tests MDOT Cert. (2 Bends or X-Ray) – Per Plate	\$100.00	If Required	
Weld Procedure Test per AWS D1.1 (2 Tensile and 4 Bends) – Per Plate	\$450.00	If Required	
Cardinal Fabricating Estimated Costs:			\$3,182.00

TÜV Rheinland Industrial Solutions, Inc.
8181 Broadmoor SE, Caledonia, MI 49316
Phone: 616-891-3570 Fax: 616-891-3596
www.tuvris.com
Email: sales@tuvris.com



Cox Brothers Machining

	<u>Rate</u>	<u>Quantity</u>	<u>Total</u>
QA Inspector - Regular	\$75.00 / hour	30 hours	\$2,250.00
QA Inspector - Overtime	\$112.00 / hour	If Required	\$
Mileage	\$.57 / mile	720 miles	<u>\$ 410.40</u>
		Sub-Total:	\$2,660.40
		Cox Brothers Machining Estimated Costs:	\$2,660.40

Cardinal Fabricating Estimated Costs: \$2,660.40
Cox Brothers Machining Estimated Costs: \$3,182.00
Estimated Grand Total: \$5,842.40

All charges are portal to portal. A 48 to 72 hour notice is recommended. Same day or next day services may incur additional charges. A minimum trip charge of eight (8) hours will apply. TRIS has no control over possible deficiencies that may require additional inspections. Standby time will be charged at the hourly rate listed above. If additional insurance requirements are required, additional costs will apply. Hours in excess of 8 hours per day & Saturdays are charged at 1.5 times the above hourly rate(s). Sundays and Holidays are charged at 2 times the above hourly rate(s).

If you have any questions, please contact Joe Kucharski –DOT Services Manager, or Michael Forbes, DOT Operations Manager at 800-748-0208.



Tetra Tech of Michigan, PC

Design and Construction Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant 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 Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. 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 Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **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 Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant 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, Consultant 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.

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

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from

documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

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

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability – \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability – \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) – \$1,000,000 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. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

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 Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant 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, Consultant

shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant 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.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

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

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant 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 Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

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

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Shop Drawing Review If included in the scope of service, Consultant shall review shop-drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Consultant shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

Construction Review If included in the scope of service, Consultant shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Consultant responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

Rejection of Work Consultant may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

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

Construction Record Drawings If included in the scope of service, Consultant will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Consultant cannot and does not warrant their accuracy.

Site Visits/Observation If included in the scope of service, Consultant shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by Consultant as part of services during construction under this Agreement shall not make Consultant responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

Performance Specifications Consultant may incorporate "performance specifications" as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment, and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards that must be met by defining the functional requirements, the operating conditions, and/or the environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, subcontractors, manufacturer, and/or supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment, or materials. The Contractor, their subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the Owner for loss or damage caused by defective or deficient design, manufacture, or performance. Consultant's shop drawing review is strictly to determine that manufacturers and suppliers have referenced the appropriate operating conditions and environment.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

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.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

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 Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

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

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

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.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Memorandum



Date: August 31, 2016

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Approval for a wine manufacturing facility at 215 Water Street

Thunder Bay Winery is in the process of relocating their existing wine manufacturing facility to a location they have purchased at 215 Water Street. (The former garage adjacent to Memorial Hall.) The building previously was utilized for storage of commercial fishing equipment, and the storage of vehicles before that.

The winery started their business with the manufacturing portion of their business in their existing tasting room location within the Center Building. After outgrowing that space, they relocated the manufacturing portion of their business to a larger 800 SF space outside of the City, and now have a need for additional space, and would like to relocate to the 3000 SF facility located at 215 Water Street.

Because of the property is located in the Waterfront Development District, a use variance was required as the request was strictly for manufacturing. If the request had included an on premise tasting room than the Zoning Ordinance would have allowed the use. The variance to allow wine manufacturing at this location was granted on June 29, 2016 by the Zoning Board of Appeals with a unanimous vote to approve the request citing the low impact of this type of manufacturing, that the property was unique as its construction was designed for a storage use, and the use would be allowed if they included a tasting room were included.

The next step in the process is the completion of the attached resolution from the City Council indicating their support for the Thunder Bay Winery to operate at this location.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the Municipal council/board
(regular or special) (township, city, village)
called to order by Mayor Waligora on 9/6/2016 at 7:00 p.m.
(date) (time)
the following resolution was offered:

Moved by _____ and supported by _____
that the application from Thunder Bay Winery
(name of applicant)

for the following license(s): Small Winemaker's License
(list specific licenses requested)

to be located at: 215 Water Street, Alpena, MI 49707

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Municipal
council/board at a Regular meeting held on 9/6/2016
(regular or special) (date) (township, city, village)

Karen Hebert

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059