

MANISTEE CITY COUNCIL

MEETING AGENDA

TUESDAY, APRIL 19, 2016 – 7:00 P.M. – COUNCIL CHAMBERS

I. Call to Order.

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

II. Public Hearings.

- a.) PUBLIC HEARING ON THE 2016-2017 BUDGET AND CAPITAL IMPROVEMENT PLAN.

The City fiscal year runs from July 1 through June 30. Under Section 7-4 of the Charter, a public hearing is required on the budget which must be adopted not later than May 15 of each year.

A work session was held on Tuesday, April 12 with an additional work session scheduled for later this evening. An optional work session can be scheduled for Tuesday, April 26. The Budget Calendar anticipates adoption of the budget at the May 3, 2015 meeting.

At this time the public has an opportunity to comment on the 2016-2017 Budget and Capital Improvement Plan.

No action is anticipated at the conclusion of the public hearing.

III. Citizen Comments on Agenda Related Items.

- IV. Consent Agenda. All agenda items marked with an asterisk (*) are on the consent agenda and considered by the City Manager to be routine matters. Prior to approval of the Consent Agenda, any member of Council may have an item from the Consent Agenda removed and taken up during the regular portion of the meeting. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Payroll.
b.) Invoices.
- IX. b.) Notification Regarding Next Work Session.
c.) Consideration of Annual American Legion Auxiliary Poppy Sales.
d.) Consideration of Annual Memorial Day Parade and Ceremony.
e.) Consideration of National Day of Prayer Gathering at City Hall.

At this time Council could take action to approve the Consent Agenda as presented.

***V. Approval of Minutes.** Approval of the minutes of the April 5, 2016 regular meeting and the April 12, 2016 work session as attached.

VI. Financial Report.

*a.) PAYROLL.

*b.) INVOICES.

VII. Unfinished Business.

VIII. New Business.

a.) CONSIDERATION OF A CONTRACT, RETURN ACTIVATED SLUDGE PUMP PROJECT AT THE WWTP.

The heart of the treatment process at the Wastewater Treatment Plant is an activated sludge process. Three pumps are used to circulate the activated sludge 24 hours a day, seven days a week. The current pumps have exceeded their life expectancy and are recommended to be replaced. The project was competitively bid with two bids being received:

Swidorski Brothers Excavating *	\$72,055
Franklin Holwerda Company	\$103,900

*Recommended Bid

The City Attorney has reviewed and approved the contract. Proceeds from the 2015 Bond Sale will fund the project.

At this time Council could take action to award a contract to low bidder Swidorski Brothers Excavating in the amount of \$72,055 and authorize the Mayor and City Clerk to execute the contract and issue the Notice of Award.

b.) CONSIDERATION OF RIVERWALK REPAIRS.

Last fall a section of Riverwalk approximately 300 feet long and adjacent to the Riverside Motel and Marina was identified as being structurally unstable due to erosion. This section of Riverwalk is currently closed to pedestrian traffic until repairs can be made. Spicer Group has identified several options for repair. Staff is recommending Option 3 which would include adding soil support and lining the shoreline with protective stone. The existing sidewalk would be replaced. Engineers have estimated the project cost at \$80,000. Staff is working with the property owner to expand the project to include further protection to the marina facilities.

At this time Council could take action to authorize staff to continue with design, permitting, and bidding out the Riverwalk repairs as identified in Option #3 of the Spicer memorandum, continue to work with the adjoining property owner, and identify a funding source.

c.) CONSIDERATION OF AUTHORIZING STAFF TO WORK WITH LRBOI ON CITY CSO.

The City Manager has been pursuing options to resolve the situation with the one remaining combined sewer overflow (CSO). He has met with representatives of Manistee County, Manistee Township, Filer Township, Stronach Township, Village of Eastlake, and the Little River Band of Ottawa Indians (LRBOI). Each entity has pledged letters of support; in addition the LRBOI has offered the possibility of accepting the overflow for treatment. The City Manager is requesting authorization from Council to work in partnership with the LRBOI to investigate if it is feasible to use the LRBOI sanitary sewer collection system and treatment facility as part of the solution to eliminate the City's remaining CSO.

At this time Council could take action to authorize staff to work with the appropriate representatives of the LRBOI to investigate if options are available to collectively work toward a solution to eliminate the City's remaining CSO.

d.) CONSIDERATION OF A CONTRACT, SIXTH AVENUE PUMP STATION AND RIVERBANK SEWER PROJECT.

The Sixth Avenue Pump Station and Riverbank Sewer project includes replacing a section of the north interceptor sewer line and replacement of the existing Sixth Avenue Pump Station. The section of the interceptor being replaced is currently supported by piles, is surcharged with sewage, and is in poor condition. The new gravity sewer will be protected by a steel sheet pile wall. The pump station has exceeded its design life and is under capacity. The Michigan Department of

Environmental Quality (MDEQ) has required its upgrade as part of the Joslin Cove Part 41 permit. A new force-main has been added to the project to deliver sewage from the pump station to the interceptor sewer on River Street. The following bids were received:

Davis Construction	\$2,002,405.00
Team Elmers	\$2,018,957.55
Fleis & Vanderbrink Construction	\$2,074,036.00
Jackson-Merkey Contractors	\$2,152,445.00
Grand River Construction	\$2,192,928.00
Milbocker & Sons, Inc.	\$2,490,730.00

Substantial effort was put forward with the low bidder to reduce the project costs. Addendum #3 reflects \$229,410.00 in reduced contract costs resulting in a low bid amount of \$1,772,995.00 which is being recommended by staff.

The City Attorney has reviewed and approved the contract. Proceeds from the 2015 Bond Sale will fund the project.

At this time Council could take action to award the contract with Addendum #3 to low bidder Davis Construction in the amount of \$1,772,995.00 and authorize the Mayor and City Clerk to execute the contract and issue the Notice of Award.

IX. Notices, Communications, Announcements.

a.) A REPORT FROM THE CITY ASSESSOR.

A regular part of each Council meeting is a report from a cooperating agency, organization or department.

At this time Ms. Molly Whetstone of Great Lakes Assessing will report on the activities of the Assessor's Office and respond to any questions the Council may have regarding their activities. No action is required on this item.

*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

An optional Council work session has been scheduled for Tuesday, April 26, 2016 at 7 p.m. A discussion will be conducted on the 2016-2017 Budget and Capital Improvement Plan; and such business as may come before the Council. No action is required on this item.

*c.) CONSIDERATION OF ANNUAL AMERICAN LEGION AUXILIARY POPPY SALES.

The American Legion Auxiliary Post 10 has requested authorization for the annual Poppy Sales fundraiser on May 19, 20 and 21, 2016 in the City of Manistee.

At this time Council could take action to authorize the annual American legion Auxiliary Poppy Sales in the City of Manistee on May 19, 20 and 21, 2016.

*d.) CONSIDERATION OF ANNUAL MEMORIAL DAY PARADE AND CEREMONY.

The United Veterans Council has requested authorization to conduct its annual Memorial Day Parade on Monday, May 30, 2016 beginning with set up at 9:30 a.m. with the parade to follow at 10:00 a.m. The parade includes a gathering of floats and Veterans marching from the corner of Division and River Street, through downtown, and across the Maple Street Bridge to Memorial Drive, ending at the Veterans Memorial for a ceremony in recognition of veterans and their service to our country.

At this time Council could take action to authorize the annual Memorial Day Parade and Ceremony on Monday, May 30, 2016.

*e.) CONSIDERATION OF NATIONAL DAY OF PRAYER GATHERING AT CITY HALL.

The National Day of Prayer Committee is requesting permission to gather on the Maple Street entrance steps of City Hall on Thursday, May 5, 2016. They have also requested the ability to hook into City Hall for electrical power to run their sound system. The ceremony would begin around 11:45 a.m. and finish up around 1 p.m.

At this time Council could take action to authorize the National Day of Prayer gathering at City Hall on Thursday, May 5, 2016.

X. Concerns and Comments.

- a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal services, activities or areas of City involvement. Citizens in attendance shall be recognized by the Mayor for comments (limited to five minutes). Letters submitted to Council will not be publicly read.

- b.) OFFICIALS AND STAFF.
- c.) COUNCILMEMBERS.

XI. Adjourn to Budget Work Session.

A Council work session on the proposed Fiscal Year 2016-2017 Budget and Capital Improvement Plan has been scheduled for immediately following the regular meeting.

TNT:cl

COUNCIL AGENDA ATTACHMENTS:

Council Meeting Minutes – April 5, 2016
Council Work Session Minutes – April 12, 2016
2016-03-10 Invoices
RAS Pump Contract
Riverwalk Repairs
Memo on LRBOI Partnership
Sixth Avenue Pump Station & Riverbank Sewer Contract
Poppy Sales Request
Memorial Day Parade Request
National Day of Prayer Request

PROCEEDINGS OF THE MANISTEE CITY COUNCIL – April 5, 2016

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, April 5, 2016 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Colleen Kenny, Lynda Beaton, Roger Zielinski, Robert Goodspeed, James Smith, Mark Wittlieff, and Eric Gustad.

ALSO PRESENT: City Manager – Thad Taylor, City Attorney – George Saylor, City Clerk – Michelle Wright, Finance Director – Ed Bradford, Public Safety Director – Dave Bachman, City Engineer – Pat Bentley / Spicer Group.

CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

None received.

CONSENT AGENDA.

- Minutes - March 5, 2016 - Regular Meeting
- Financial Reports - February 2016
 - Cash Balances
 - Revenue & Expense
- Notification Regarding Next Work Session – April 12, 2015
A discussion will be conducted on the Fiscal Year 2016-2017 Budget and Capital Improvement Plan; and such business as may come before the Council.
- Consideration of an Administrative Professionals Week and Day Resolution
In recognition of the contributions to the workplace provided by all administrative professionals, a resolution has been prepared proclaiming the week of April 25-29, 2016 as Administrative Professionals Week and Wednesday, April 27, 2016 as Administrative Professionals Day in the City of Manistee.

MOTION by Goodspeed, second by Zielinski to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

CONSIDERATION OF REVISIONS TO THE AGREEMENT FOR THE COLLECTION AND TREATMENT OF WASTEWATER; CHARTER TOWNSHIP OF FILER / CITY OF MANISTEE.

Filer Township's bonding agency, USDA, required additional language in 1.1 Term and a new section 4.7 Pledge. The City Attorney and the City's attorney retained for this project both reviewed and

approved the language change.

MOTION by Zielinski, second by Goodspeed to approve the revised agreement between the Charter Township of Filer and the City of Manistee for the collection and treatment of wastewater.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Gustad
NAYS: None

CONSIDERATION OF AUTHORIZING A MOBILE BBQ TROLLEY FOOD SERVICE.

Little River Management owner John Ball is requesting permission to operate a full service mobile BBQ concession trolley in the City. Their business model uses a converted Manistee Trolley to serve BBQ at different locations throughout the town. The vehicle would serve food at locations not currently served by other brick and mortar businesses.

MOTION by Wittlieff, second by Goodspeed to authorize the Little River Management and its owner John Ball to operate a mobile trolley BBQ food service in town; with restrictions. Mr. Ball briefly described his business plan and answered questions from Councilmembers.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Gustad
NAYS: None

CONSIDERATION OF AUTHORIZING THE USE OF THE CITY MARINA AND SURROUNDING PROPERTY TO HOST THE ANNUAL TIGHT LINES FOR TROOPS EVENT.

Tight Lines for Troops is an annual fishing event that serves hundreds of veterans and honors their service to this country. This is the first year the event will take place at the City Marina and surrounding grounds and is scheduled for May 20-21, 2016. Several City services are needed to support the event; subject to the appropriate department approvals.

MOTION by Zielinski, second by Goodspeed to authorize the use of the City Marina and surrounding property on May 20-21 for the annual Tight Lines for Troops event on May 20-21, 2016. The authorization includes the use of the building, marina property, street closures, and support services. Councilmembers Gustad and Zielinski serve on the Tight Lines for Troops board. The City Attorney had stated there would not be a conflict of interest for them to vote on this item.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff, and Gustad
NAYS: None

CONSIDERATION OF INSTALLMENT PURCHASE CONTRACTS WITH CHEMICAL BANK, TRUCK & TRAILER SPECIALITIES OF BOYNE FALLS, INC., AND TRI-COUNTY INTERNATIONAL TRUCKS, INC. FOR TWO PLOW TRUCKS.

On November 17, 2015 City Council approved the purchase of two plow trucks and related equipment in the amount of \$369,661. When approved, it was anticipated that financing arrangements would have to be made at a later date. The truck chassis have been delivered to the vendor and need to be paid for so they can be delivered to the equipment vendor and assembled. The equipment vendor will be paid upon delivery of the finished trucks. The City Attorney has reviewed and approved the agreements.

MOTION by Goodspeed, second by Wittlieff to enter into a four-year installment purchase contract with Chemical Bank, Truck & Trailer Specialties of Boyne Fall, Inc. and Tri-County International Trucks, Inc. to finance the purchase of two plow trucks and related equipment that was previously approved by City Council on November 17, 2015; and further authorize the Finance Director to execute the appropriate documents. Brief discussion followed regarding financing the vehicles or paying cash for them.

With a roll call vote this motion passed, 6-1.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Wittlieff, and Gustad
NAYS: Smith

A REPORT FROM THE COUNTY PROSECUTOR.

Mr. Ford Stone reported that he will be retiring on December 31st from the County Prosecutor's office. He introduced Jason Haag, the assistant county prosecutor, whom he will be supporting to take that office. Mr. Haag also gave a brief introduction of himself and his ties to the area.

INTRODUCTION OF THE FISCAL YEAR 2016-2017 BUDGET.

Administration has prepared the proposed 2016-2017 Fiscal Year Budget. The Finance Director gave a brief introduction of the City Manager's budget recommendation to City Council and the Community. Various work sessions have been established: a regular work session on Tuesday, April 12; a work session on Tuesday, April 19 following the regular meeting; and an optional work session on Tuesday, April 26, 2016. The public hearing to review these budget recommendations and receive public input on them has been scheduled for Tuesday, April 19, 2016. Budget adoption is anticipated at the regular meeting of May 3, 2016. No action was required on this item.

CITIZEN COMMENT.

None received.

OFFICIALS AND STAFF.

None received.

COUNCILMEMBERS.

Beaton thanked those who helped prepare the budget, likes the graphs; commented on the administrative cost of police and fire; questioned MERS contribution, would like to see the actuarial report.

Zielinski thanked Bradford for the budget format, easier to read for him.

Goodspeed thanked Councilmembers Zielinski and Gustad for serving on the Tight Lines for Troops board.

Smith congratulated fire and police department personnel on the lifesaving event last Friday using the AEDs.

Gustad also thanked the police and fire department for the lifesaving event and for the help on the US-31 accident on Monday; thanked staff for their help in preparing the budget.

ADJOURN.

MOTION to adjourn was made by Goodspeed, second by Zielinski. Meeting adjourned at 8:02 p.m.

Michelle Wright MMC / CPFA, MiCPT
City Clerk/Chief Deputy Treasurer

**MANISTEE CITY COUNCIL
WORK SESSION
MINUTES OF APRIL 12, 2016**

The Manistee City Council met in a work session on Tuesday, April 12, 2016 at 7 p.m., Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan 49660.

MEMBERS PRESENT: Colleen Kenny, Lynda Beaton, Roger Zielinski, Robert Goodspeed, James Smith, Eric Gustad, Mark Wittlieff

MEMBERS ABSENT: None

ALSO PRESENT: City Manager, Department Directors, Media, Public

Public Comments. None

Discussion on Fiscal Year 2016-2017 Budget and Capital Improvement Plan. Staff made opening comments and responded to various questions by Council. City Manager gave overview, asked Council to focus on ways to increase revenue picture.

Areas of discussion:

- Smith brought up appropriations, specifically 211, Ramsdell, and AES-value received.
- Offered suggestions to benchmark what City gets for appropriations.
- Discussed revenue situation not improving in the near to mid-term future; change in service delivery.
- Discussed and explained MERS situation and unfunded liability.
- Overview and explanation of motor pool and need to replace vehicles – when/why/factors used to determine replacement.
- Discussed assessing and status of tax collections, tax appeals, etc.
- Some discussion on DDA, TIF, status going forward, renewal of TIF, etc.
- Discussed need for crack sealing machine.
- Discussed need for electric gate at DPW.

CONSENSUS: No changes to budget as presented.

A public hearing on the budget will be conducted at the April 19, 2016 regular meeting; with an additional work session on the budget following the regular meeting that evening.

Adjourned at approximately 9:42 p.m.

Thad N. Taylor, City Manager

INVOICE APPROVAL LIST BY FUND REPORT

03/10/16

Date: 03/10/2016

Time: 10:42 am

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
Fund: 101 GENERAL FUND							
Dept: 000							
101-000-255.000	Funds Held In Es SPORTS INK SCREEN PRINT	5127	Fire Dept T-Shirts	42227	03/03/2016	03/03/2016	110.16
							110.16
Total Dept. 000:							110.16
Dept: 100 GENERAL							
101-100-960.000	Bank Charges BANK OF NEW YORK MELLO	252-1928857	Administration Fee	42204	02/23/2016	02/23/2016	250.00
							250.00
Total Dept. GENERAL:							250.00
Dept: 172 MANAGER							
101-172-831.000	Contractual Repa KOPY SALES INC.	99450	Cost Per Copy - Manager	20160118	03/14/2016	03/04/2016	67.47
							67.47
101-172-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	20160108	03/01/2016	03/01/2016	772.50
							772.50
Total Dept. MANAGER:							839.97
Dept: 215 CLERK							
101-215-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE JACKPINE BUSINESS CENTE PITNEY BOWES	C 398821-0 399214-0 5502910281	CREDIT - Paper, Mech Pencil Key Tags Connect+ Red FI Ink Ctg	42211 42211 20160120	03/26/2016 03/30/2016 02/17/2016	02/25/2016 02/29/2016 02/17/2016	-9.49 6.99 140.98
							138.48
101-215-740.000	Election Expense MICHIGAN ELECTION RESOI PNC BANK PNC BANK	35427 Feb 16 Feb 16	Master Voter Cards Credit Card Charges Credit Card Charges	42219 42225 42225	03/20/2016 03/24/2016 03/24/2016	02/19/2016 02/28/2016 02/28/2016	78.17 37.07 -72.51
							42.73
101-215-831.000	Contractual Repa KOPY SALES INC.	99449	Cost Per Copy - Clerk	20160118	03/14/2016	03/04/2016	126.38
							126.38
Total Dept. CLERK:							307.59
Dept: 253 FINANCE / TREASURE							
101-253-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE JACKPINE BUSINESS CENTE	C 398821-0 399205-0	CREDIT - Paper, Mech Pencil Toner	42211 42211	03/26/2016 03/28/2016	02/25/2016 02/27/2016	-6.99 179.97
							172.98
101-253-831.000	Contractual Repa PNC BANK PNC BANK	Feb 16 Feb 16	Credit Card Charges Credit Card Charges	42225 42225	03/24/2016 03/24/2016	02/28/2016 02/28/2016	52.99 216.33
							269.32
101-253-970.000	Capital Outlay - t PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	495.00
							495.00
Total Dept. FINANCE / TREASURER:							937.30
Dept: 257 ASSESSOR							

INVOICE APPROVAL LIST BY FUND REPORT

03/10/16

Date: 03/10/2016

Time: 10:42 am

City of Manistee

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
101-257-801.000	Professional Ser GREAT LAKES ASSESSING II		Professional Assessing Service	20160115	03/01/2016	03/01/2016	5,833.33
							5,833.33
						Total Dept. ASSESSOR:	5,833.33
Dept: 265 MUNICIPAL BUILDING:							
101-265-728.000	SUPPLIES - Ope ACE HARDWARE & HOME CI	981059	Scrubber	42201	03/24/2016	02/23/2016	41.88
	FASTENAL COMPANY	MIMAN117182	Lemon Pine-Sol	20160114	03/12/2016	02/11/2016	14.99
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	307.70
	WAHR HARDWARE, INC.	C77348	sponge	20160126	03/25/2016	02/24/2016	2.69
							367.26
101-265-850.000	Phone AT&T	6481631307	Monthly Service	42202	03/20/2016	02/19/2016	441.68
							441.68
101-265-922.000	Water CITY OF MANISTEE WATER ;		Water Usage	20160111	02/25/2016	02/25/2016	147.33
							147.33
101-265-922.336	Water - Fire CITY OF MANISTEE WATER ;		Water Usage	20160111	02/25/2016	02/25/2016	126.60
							126.60
101-265-922.441	Water - DPW CITY OF MANISTEE WATER ;		Water Usage	20160111	02/25/2016	02/25/2016	61.35
							61.35
101-265-922.446	Water - Bridge CITY OF MANISTEE WATER ;		Water Usage	20160111	02/25/2016	02/25/2016	-587.96
							-587.96
101-265-925.000	Electric CONSUMERS ENERGY		Electric Usage	42206	03/22/2016	02/26/2016	145.48
							145.48
101-265-930.000	Repairs & Mainte ACE HARDWARE & HOME CI	147637	Threadlocker, Drill Bit, Frog	42201	03/12/2016	02/11/2016	32.47
							32.47
						Total Dept. MUNICIPAL BUILDINGS:	734.21
Dept: 266 ATTORNEY							
101-266-802.000	Attorney MIKA MEYERS BECKETT & J	598655	Professional Services	20160119	02/16/2016	02/16/2016	4,118.10
							4,118.10
101-266-803.000	Attorney - Litigati MIKA MEYERS BECKETT & J	598657	Professional Services -	20160119	02/16/2016	02/16/2016	615.00
	MIKA MEYERS BECKETT & J	598656	Professional Services -	20160119	02/16/2016	02/16/2016	4,083.87
							4,698.87
						Total Dept. ATTORNEY:	8,816.97
Dept: 285 CITY ENGINEER							
101-285-801.000	Professional Ser SPICER GROUP INC	180072	General Engineering	20160124	02/23/2016	02/23/2016	1,000.00
							1,000.00
						Total Dept. CITY ENGINEER:	1,000.00
Dept: 301 POLICE							

INVOICE APPROVAL LIST BY FUND REPORT

03/10/16

Date: 03/10/2016

Time: 10:42 am

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
101-301-715.000	Uniform & Cleani						
	MANISTEE CLEANING SOLU'	Feb 16	Uniform Cleaning	42214	03/02/2016	03/02/2016	88.25
	MANISTEE COUNTY SHERIF		Reimburse - Bullet Proof Vest	42215	03/25/2016	02/24/2016	775.00
							863.25
101-301-728.000	SUPPLIES - Ope						
	I.T. RIGHT INC	20147244	PC + 22" Monitor	20160116	02/26/2016	02/26/2016	785.00
	JACKPINE BUSINESS CENTE	38212	Evidence/Property Label	42211	03/20/2016	02/19/2016	78.82
	JACKPINE BUSINESS CENTE	399086-0	Pens, Post Card, Paper	42211	03/25/2016	02/24/2016	122.94
	JACKPINE BUSINESS CENTE	399426-0	CD Envelope, Pen, DVD+R	42211	04/04/2016	03/05/2016	49.97
	JACKPINE BUSINESS CENTE	C 391857-0	CREDIT	42211	10/08/2015	09/08/2015	-39.98
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	15.00
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	115.50
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	155.00
	STATE OF MICHIGAN		EMT License Application -	42199	03/01/2016	03/01/2016	40.00
	WAHR HARDWARE, INC.	D39350	Freight	20160126	03/20/2016	02/19/2016	14.64
	WAHR HARDWARE, INC.	D36381	Toggle Switch	20160126	12/12/2015	11/12/2015	6.99
							1,343.88
101-301-735.000	Periodicals & Pul						
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	149.00
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	97.00
							246.00
101-301-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 03/06/16	Fuel Usage	20160106	03/20/2016	03/06/2016	835.81
							835.81
101-301-831.000	Contractual Repa						
	KOPY SALES INC.	99453	Cost Per Copy - Police	20160118	03/14/2016	03/04/2016	37.09
							37.09
101-301-860.000	Travel & Training						
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	178.50
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	397.70
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	22.03
							598.23
101-301-874.000	Retire. Costs - Bl						
	RILEY/JOHN S//		In Lieu of Blue Cross Insuranc	20160121	03/25/2016	03/25/2016	250.00
							250.00
101-301-930.000	Repairs & Mainte						
	AUTO VALUE \ AUTO-WARES	256-906952	Headlight, Threadlocker, Right	42203	03/20/2016	02/19/2016	84.07
							84.07
101-301-957.000	Motor Pool						
	CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	20160108	03/01/2016	03/01/2016	2,660.83
							2,660.83
							Total Dept. POLICE: 6,919.16
Dept: 336 FIRE							
101-336-728.000	SUPPLIES - Ope						
	ACE HARDWARE & HOME CI	147335	Sprayer, Terry Towel, Bucket	42201	03/04/2016	02/03/2016	10.98
	ACE HARDWARE & HOME CI	147537	Cleaner	42201	03/10/2016	02/09/2016	5.49
	FASTENAL COMPANY	MIMAN117036	Gloves	20160114	03/04/2016	02/03/2016	4.38
	FASTENAL COMPANY	MIMAN117019	Scrub Sponge	20160114	03/04/2016	02/03/2016	5.59
	FASTENAL COMPANY	MIMAN117091	Scrub Sponges	20160114	03/09/2016	02/08/2016	5.59
	FASTENAL COMPANY	MIMAN117132	Batteries	20160114	03/10/2016	02/09/2016	26.54
	JACKPINE BUSINESS CENTE	399102-0	HP Ink Crg	42211	03/25/2016	02/24/2016	41.97
	OXYSURE THERAPEUTICS II	2820	Cardiac Science G5 Power-	42222	02/22/2016	02/22/2016	40.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
101-441-930.000	Repairs & Mainte NAPA AUTO PARTS	206920	Screw & Nut Kit, Freight	42221	12/30/2015	12/30/2015	15.04
							15.04
101-441-955.000	Christmas Decor TOP LINE ELECTRIC LLC	7269	City Hall - Christmas Lights	20160125	02/23/2016	02/23/2016	56.60
	TOP LINE ELECTRIC LLC	7117	Checked Power for Sleighbell	20160125	12/31/2015	12/31/2015	146.59
							203.19
101-441-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	20160108	03/01/2016	03/01/2016	6,180.00
							6,180.00
							Total Dept. PUBLIC WORKS: 9,712.70
Dept: 748 COMMUNITY DEVELO							
101-748-831.000	Contractual Repa KOPY SALES INC.	99452	Cost Per Copy - Comm Dev	20160118	03/14/2016	03/04/2016	70.77
							70.77
							COMMUNITY DEVELOPMENT OFFICE: 70.77
Dept: 751 PARKS & RECREATIO							
101-751-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 03/06/16	Fuel Usage	20160106	03/20/2016	03/06/2016	238.04
							238.04
101-751-922.000	Water CITY OF MANISTEE WATER		Water Usage	20160111	02/25/2016	02/25/2016	465.29
							465.29
101-751-925.000	Electric CONSUMERS ENERGY		Electric Usage	42206	03/22/2016	02/26/2016	142.37
							142.37
101-751-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	20160108	03/01/2016	03/01/2016	3,090.00
							3,090.00
							Total Dept. PARKS & RECREATION: 3,935.70
							Total Fund GENERAL FUND: 51,583.37
Fund: 202 MAJOR STREET FUND							
Dept: 000							
202-000-936.000	Preservation Stre CITY OF MANISTEE GENERA		Major & Local Street Reimburse	20160109	03/01/2016	03/01/2016	9,083.34
							9,083.34
202-000-938.000	Winter Maintena CITY OF MANISTEE GENERA		Major & Local Street Reimburse	20160109	03/01/2016	03/01/2016	8,083.33
							8,083.33
							Total Dept. 000: 17,166.67
							Total Fund MAJOR STREET FUND: 17,166.67
Fund: 203 LOCAL STREET FUND							
Dept: 000							
203-000-936.000	Preservation Stre CITY OF MANISTEE GENERA		Major & Local Street Reimburse	20160109	03/01/2016	03/01/2016	3,916.67
							3,916.67

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203-000-938.000	Winter Maintena CITY OF MANISTEE GENERA		Major & Local Street Reimburse	20160109	03/01/2016	03/01/2016	2,833.33
							<u>2,833.33</u>
						Total Dept. 000:	6,750.00
						rd LOCAL STREET FUND:	6,750.00
Fund: 226 CITY REFUSE FUND							
Dept: 000							
226-000-829.002	Yard Waste City CITY OF MANISTEE GENERA		Reimburse for Yard Waste	20160109	03/01/2016	03/01/2016	3,000.00
							<u>3,000.00</u>
						Total Dept. 000:	3,000.00
						Fund CITY REFUSE FUND:	3,000.00
Fund: 243 BROWNFIELD REDEVI							
Dept: 000							
243-000-801.000	Professional Ser EFTAXIADIS CONSULTING LI	CMBRA-1512	BRA Consulting	42209	02/07/2016	01/08/2016	510.00
	EFTAXIADIS CONSULTING LI	CMBRA-1602	BRA Consulting	42209	04/01/2016	03/02/2016	807.50
							<u>1,317.50</u>
						Total Dept. 000:	1,317.50
						EDEVELOPMENT AUTHO:	1,317.50
Fund: 275 GRANT MANAGEMEN							
Dept: 901 LOCAL REVENUE SHA							
275-901-965.068	2015 Cycle 2 AE OXYSURE THERAPEUTICS II	2820	Cardiac Science G5 Power-	42222	02/22/2016	02/22/2016	8,134.00
							<u>8,134.00</u>
						LOCAL REVENUE SHARING GRANTS:	8,134.00
						NT MANAGEMENT FUND:	8,134.00
Fund: 290 PEG COMMISSION							
Dept: 000							
290-000-801.000	Professional Ser BROWN/KEITH R/PHD		MPA Operations - Mar 2016	20160107	03/01/2016	03/01/2016	3,166.67
							<u>3,166.67</u>
						Total Dept. 000:	3,166.67
						Fund PEG COMMISSION:	3,166.67
Fund: 296 RAMSDELL THEATRE							
Dept: 000							
296-000-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE	399320-0	Paper	42211	04/01/2016	03/02/2016	4.09
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	52.99
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	321.30
	WAHR HARDWARE, INC.	C77825	Toilet Cleaner	20160126	04/01/2016	03/02/2016	8.97
							<u>387.35</u>
296-000-752.000	Ramsdell - Movie TRAVERSE MAGAZINE	2016-78612	Advertisement - MyNorth Newsit	42229	03/30/2016	02/29/2016	50.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
							50.00
296-000-753.000	Ramsdell - Perfo						
	PIONEER GROUP/THE//	#41100167 - 02/29/16	Advertisements	42224	03/20/2016	02/29/2016	212.00
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	35.00
	PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	50.00
	TRAVERSE MAGAZINE	2016-78612	Advertisement - MyNorth Newslt	42229	03/30/2016	02/29/2016	150.00
							447.00
296-000-831.000	Contractual Repa						
	TOP LINE ELECTRIC LLC	7261	Ramsdell - Door Electric Strik	20160125	02/23/2016	02/23/2016	56.60
							56.60
296-000-922.000	Water						
	CITY OF MANISTEE WATER		Water Usage	20160111	02/25/2016	02/25/2016	36.69
							36.69
							Total Dept. 000: 977.64
							nd RAMSDELL THEATRE: 977.64
Fund: 297 FRIENDS OF THE RAM							
Dept: 000							
297-000-801.000	Professional Ser						
	VANDERWAL, SPRATTO & RI	7849	Professional Service -	42230	02/29/2016	02/29/2016	70.00
							70.00
							Total Dept. 000: 70.00
							NDS OF THE RAMSDELL: 70.00
Fund: 508 BOAT RAMP FUND							
Dept: 000							
508-000-922.000	Water						
	CITY OF MANISTEE WATER		Water Usage	20160111	02/25/2016	02/25/2016	132.03
							132.03
							Total Dept. 000: 132.03
							Fund BOAT RAMP FUND: 132.03
Fund: 573 WATER & SEWER UTIL							
Dept: 100 GENERAL							
573-100-961.000	Utility Service Fe						
	CITY OF MANISTEE GENERA		W&S Cost of Ownership	20160109	03/01/2016	03/01/2016	14,244.25
							14,244.25
							Total Dept. GENERAL: 14,244.25
Dept: 541 ADMINISTRATION							
573-541-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTE	C 386415-0	CREDIT	42211	07/17/2015	06/17/2015	-26.98
							-26.98
573-541-820.000	Administration						
	CITY OF MANISTEE GENERA		Administration - Water	20160109	03/01/2016	03/01/2016	26,708.00
							26,708.00
573-541-850.000	Phone						
	VERIZON WIRELESS	9760757893	Monthly Service - WWTP	42231	02/19/2016	02/19/2016	3.14
							3.14

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
Total Dept. ADMINISTRATION:							26,684.16
Dept: 542 WATER OPERATION							
573-542-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 03/06/16	Fuel Usage	20160106	03/20/2016	03/06/2016	327.17
							327.17
573-542-831.000	Contractual Repa PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	216.33
							216.33
573-542-860.000	Travel & Training PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	260.00
							260.00
573-542-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	20160108	03/01/2016	03/01/2016	3,004.17
							3,004.17
Total Dept. WATER OPERATION:							3,807.67
Dept: 543 SEWER - WWTP							
573-543-728.000	SUPPLIES - Ope PIONEER GROUP/THE//	#41100167 - 02/29/16	Advertisements	42224	03/20/2016	02/29/2016	215.55
							215.55
573-543-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 03/06/16	Fuel Usage	20160106	03/20/2016	03/06/2016	213.21
							213.21
573-543-831.000	Contractual Repa PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	216.34
							216.34
573-543-860.000	Travel & Training PNC BANK	Feb 16	Credit Card Charges	42225	03/24/2016	02/28/2016	135.00
							135.00
573-543-925.000	Electric CONSUMERS ENERGY		Electric Usage	42206	03/22/2016	02/26/2016	23.26
							23.26
573-543-930.000	Repairs & Mainte ABSOLUTE SAFETY, INC.	WWTP	Repair on Dynevac II Convers	42200	01/16/2016	12/17/2015	1,400.00
							1,400.00
573-543-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	20160108	03/01/2016	03/01/2016	3,004.17
							3,004.17
Total Dept. SEWER - WWTP:							5,207.53
Dept: 544 SEWER COLLECTION							
573-544-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	20160108	03/01/2016	03/01/2016	3,004.16
							3,004.16
Total Dept. SEWER COLLECTION (STREETS):							3,004.16
Dept: 903 CAPITAL OUTLAY - ov							
573-903-987.007	2015 Sixth Ave P CONSUMERS ENERGY	9306896316	Electric Utility Relocation -	42207	03/03/2016	03/03/2016	986.40
	PIONEER GROUP/THE//	#41100167 - 02/29/16	Advertisements	42224	03/20/2016	02/29/2016	181.78

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							1,168.18
							1,168.18
							54,115.95
Fund: 594 MARINA FUND							
Dept: 000							
594-000-728.000	SUPPLIES - Ope						
	CHARTER COMMUNICATIONS	209 0099730 - Apr/May	Monthly Service - Marina	42205	02/18/2016	02/18/2016	23.42
	FASTENAL COMPANY	MIMAN117244	SS Cleaner & Polish	20160114	03/17/2016	02/16/2016	5.50
	WAHR HARDWARE, INC.	C76814	bronze wool, eraser	20160126	03/17/2016	02/16/2016	13.18
							42.10
594-000-831.000	Contractual Repa						
	TOP LINE ELECTRIC LLC	7266	Marina - Install New Heater in	20160125	02/23/2016	02/23/2016	318.43
							318.43
594-000-922.000	Water						
	CITY OF MANISTEE WATER		Water Usage	20160111	02/25/2016	02/25/2016	157.62
							157.62
594-000-930.000	Repairs & Mainte						
	FASTENAL COMPANY	MIMAN117320	Padlock	20160114	03/20/2016	02/19/2016	10.32
	HAGLUND'S FLOOR COVERI	98265	Commercial Carpet Remn	42210	02/19/2016	02/19/2016	50.00
							60.32
							Total Dept. 000: 578.47
							total Fund MARINA FUND: 578.47
Fund: 703 CURRENT TAX COLLE							
Dept: 000							
703-000-215.000	Due DDA						
	DOWNTOWN DEVELOPMEN		Summer Tax Distribution	42208	04/02/2016	03/03/2016	1.64
	DOWNTOWN DEVELOPMEN		Winter Tax Distribution	42208	04/07/2016	03/08/2016	4,491.13
							4,492.77
703-000-221.000	Due City						
	CITY OF MANISTEE GENERA		Summer Tax Distribution - Ops	20160109	03/03/2016	03/03/2016	14,675.73
							14,675.73
703-000-221.001	Due Refuse						
	CITY OF MANISTEE COMMOI		Summer Tax Distribution - Refu	20160108	03/03/2016	03/03/2016	882.79
							882.79
703-000-221.002	Due City Admin						
	CITY OF MANISTEE GENERA		Summer Tax Distribution - Adm	20160109	03/03/2016	03/03/2016	280.26
	CITY OF MANISTEE GENERA		Winter Tax Distribution - Admi	20160109	03/08/2016	03/08/2016	3,422.27
							3,702.53
703-000-221.003	Due City Pen\Int						
	CITY OF MANISTEE GENERA		Summer Tax Distribution - Pena	20160109	03/03/2016	03/03/2016	1,063.38
	CITY OF MANISTEE GENERA		Winter Tax Distribution - Pena	20160109	03/08/2016	03/08/2016	0.66
							1,064.04
703-000-221.004	Due Water Delin						
	CITY OF MANISTEE WATER		Summer Tax Distribution - Dlq	20160110	03/03/2016	03/03/2016	833.46
							833.46
703-000-221.010	Due City - BRA						
	CITY OF MANISTEE COMMOI		Summer Tax Distribution - BRA	20160108	03/03/2016	03/03/2016	212.98
	CITY OF MANISTEE COMMOI		Winter Tax Distribution - BRA	20160108	03/08/2016	03/08/2016	126.28

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
							339.26
703-000-222.000	Due County						
	MANISTEE COUNTY TREASU		Summer Tax Distribution - Ops	42216	03/03/2016	03/03/2016	4,469.06
	MANISTEE COUNTY TREASU		Winter Tax Distribution	42216	03/08/2016	03/08/2016	61,912.48
							66,381.54
703-000-225.002	Due MAPS Ops						
	MANISTEE AREA PUBLIC SCI		Winter Tax Distribution - Ops	42213	04/07/2016	03/08/2016	221,705.79
							221,705.79
703-000-225.003	Due MAPS Bond						
	MANISTEE AREA PUBLIC SCI		Winter Tax Distribution - Debt	42213	04/07/2016	03/08/2016	54,864.61
							54,864.61
703-000-228.000	Due State of Mich						
	MANISTEE COUNTY TREASU		Summer Tax Distribution - SET	42216	03/03/2016	03/03/2016	4,847.68
							4,847.68
703-000-234.000	Due to Intermedi						
	MANISTEE INTERMEDIATE S		Summer Tax Distribution	42217	04/02/2016	03/03/2016	1,819.87
							1,819.87
703-000-235.000	Due Community						
	WEST SHORE COMMUNITY C		Summer Tax Distribution	42232	04/02/2016	03/03/2016	2,445.32
							2,445.32
							Total Dept. 000: 378,055.39
							IRENT TAX COLLECTION: 378,055.39
							Grand Total: 525,047.69

MEMO TO: Thad Taylor, City Manager
FROM: Jeffrey W. Mikula, Public Works Director
DATE: April 12, 2016
SUBJECT: Return Activated Sludge Pump Project



Water and sewer bonds were sold in 2015 to finance nine capital improvement projects. To date six of those projects are completed. The last three include the Return Activated Sludge Pumps, 6th Ave Pump Station and Riverbank Sewer.

The City of Manistee's Wastewater Treatment Plant has several treatment steps or phases. The main process involves activated sludge. The heart of the plant are three pumps that recycle the activated sludge through the plant. Currently two of the three pumps run 24 hours a day, 7 days a week. The pumps are over 30% past their rated life span. The proposed project will replace the pumps and add variable frequency drives which will result in reduced energy consumption. The system will also be integrated into our Supervisory Control and Data Acquisition (SCADA) system.

Bids for the Return Activated Sludge Pump Project were opened on January 19, 2016, with two bids being received.

Bids Received:

Swidorski Brothers Excavating: \$72,055.00
Franklin Holwerda Company: \$103,900.00

The low bid was higher than the Engineer's Estimate and Bond allocation, so the project award was held until the last two projects were bid (6th Ave Pump Station and Riverbank Sewer). The recommended contact award for the RAS Pumps, 6th Ave Pump Station and Riverbank Sewer projects leaves approximately \$25,000 in contingency from the bond proceeds. A summary of the bond projects is attached. Cash from the Water and Sewer Fund reserves will be utilized to back up this contingency amount. We have confirmed with the Finance Director that there are sufficient funds in the water and sewer reserves to provide additional contingency, if necessary.

We are recommending an award to the low bidder, Swidorski Brothers Excavating in the amount of \$72,055.00

City of Manistee

2015 Water & Sewer Utility Revenue Bond Sizing

Bond Projects	Priority Phasing	Project Number	Signed EPR	573-903-City Account	Projected Total as Of 3/15/2016 SGI Review	4/1/2015 Estimated Total Cost	Materials Construction	Engineering	Contingency	2015-2019 CIP Estimated Cost	
Maywood Tank	1	Dixon	Contract	987.001	\$ 166,980	\$ 270,000	\$ 225,000	\$ 10,000	\$ 35,000	13.0%	\$ 270,000
Ren. Park PS Generator	1	n/a	TopLine	987.002	\$ 45,410	\$ 37,610	\$ 37,610	\$ -	\$ -	0.0%	\$ 55,000
Industrial Park PS Upgrades	1	2014-012	Yes	987.003	\$ 190,136	\$ 173,600	\$ 139,600	\$ 19,000	\$ 15,000	8.6%	\$ 110,000
Sweetnam PS Upgrades	1	2014-011	Yes	987.004	\$ 107,585	\$ 70,690	\$ 52,900	\$ 12,500	\$ 5,290	7.5%	\$ 35,000
Return Activated Sludge Pumps	1	2014-018	Yes	987.005	\$ 82,055	\$ 69,900	\$ 49,900	\$ 10,000	\$ 10,000	14.3%	\$ 60,000
Riverbank Sewer Line	2	2014-021	Yes	987.006	\$ 2,039,555	\$ 1,456,000	\$ 1,194,000	\$ 143,000	\$ 119,000	8.2%	\$ 850,000
Sixth Ave. Pump Station	2	2014-022	Yes	987.007		\$ 447,600	\$ 323,600	\$ 75,000	\$ 49,000	10.9%	\$ 450,000
Flow Monitoring	2	2014-026	Yes	987.008	\$ 21,937	\$ 60,000		\$ 60,000	\$ -	0.0%	\$ 150,000
Gallery Leaks	2	TBD		987.009	\$ 2,500	\$ 50,000	\$ 30,000	\$ 5,000	\$ 15,000	30.0%	\$ 40,000
Rounding						\$ 18,550			\$ 36,585		
Total Project Costs					\$ 2,656,158	\$ 2,653,950	\$ 2,052,610	\$ 334,500	\$ 284,875		\$ 2,020,000
Bond Transaction Costs						\$ -					
Debt Service Reserve						\$ -					
Capitalized Interest						\$ -					
Underwriter's Discount				\$ (262,000)	\$ 27,560	\$ 55,400					
Bond Counsel				\$ (124,000)	\$ 25,000	\$ 25,000					
Bond Insurance				\$ (386,000)	\$ -	\$ -					
Financial Advisor					\$ 14,500	\$ 14,500					
Rating Agency					\$ 13,000	\$ 13,000					
Other					\$ 8,424	\$ 8,150					
Total Bond Transaction Costs					\$ 88,484	\$ 116,050					
Total Costs					\$ 2,744,643	\$ 2,770,000					
Surplus \ Deficit					\$ 25,357						

April 5, 2016

Jeff Mikula
Director of Public Works
City of Manistee
70 Maple Street
Manistee, MI 49660

RE: Wastewater Treatment Plant RAS Pump Replacement
Bid Tabulation and Recommendation

Jeff,

Enclosed is the tabulation of bids received for the above referenced project.

A total of 2 bids were received, with the low base bid being \$72,055.00 and the high bid being \$103,900.00. Please see the attached Bid Tab.

Swidorski Bros. submitted the low bid for the above mentioned project and has successfully completed similar projects in the area.

After reviewing the bids, and discussion with the City, we recommend the City go with the low base bid of **\$72,055.00** with no added alternates for cost. Alternate C was to extend the number of calendar days in which the contract had to be completed. Alt. C adds 30 days to the length of the contract, to allow for lead time for ordering the pumps. We recommend including this alternative, which would put substantial completion at 75 days after the contract is signed, and 90 days for final completion.

We will prepare the Contract documents and obtain the necessary insurances and bonding documents from the contractor upon issuance of the Notice of Award.

If you have any question or comments, please contact me at (989) 928-8027.

Sincerely,



Shawn P. Middleton, P.E., CFM
Sr. Project Manager
SPICER GROUP, INC
302 River St.
Manistee, MI 49660
E-mail: shawnm@spicergroup.com

Copy: SGI File 121081SG2013
Thad Taylor, City Manager
Ed Bradford, Chief Financial Officer
Jeff Mikula, Director of Public Works
Brian House, Spicer Group, Inc.
Paul Swidorski, Swidorski Bros.

BIDS FOR: **Wastewater Treatment Plant RAS Pump Replacement
City of Manistee**

TAKEN ON: **1/19/2016**

BIDDERS>>>

Item No.	Estimated Quantity	Unit	Description	Swidorski Brothers Manistee, MI		Franklin Holwerda Company Wyoming, MI	
				Unit Price	Amount	Unit Price	Amount
1	1	Lump Sum	Mobilization and Demobilization	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00
2.	1	Lump Sum	Removal of existing RAS pumps and appurtenances	\$ 3,400.00	\$ 3,400.00	\$ 10,000.00	\$ 10,000.00
3.	1	Lump Sum	Piping modifications	\$ 5,620.00	\$ 5,620.00	\$ 10,000.00	\$ 10,000.00
4.	1	Lump Sum	Installation of new RAS pumps and appurtenances	\$ 32,510.00	\$ 32,510.00	\$ 53,800.00	\$ 53,800.00
5.	1	Lump Sum	Painting	\$ 3,025.00	\$ 3,025.00	\$ 1,100.00	\$ 1,100.00
6.	1	Lump Sum	Electrical Contractor / Instrumentation and Control System Integrator Allowance	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00
BASE BID AMOUNT (w/out Alternates):				<u>\$ 72,055.00</u>		<u>\$ 103,900.00</u>	
A	1	Lump Sum	(Added Alternate) Paint all existing RAS and WAS piping in the lower level of the Control Building	\$ 4,200.00	\$ 4,200.00	\$ 3,250.00	\$ 3,250.00
B	1	Lump Sum	(Added Alternate) Paint all vertical concrete in the lower level of the Control Building	\$ 3,900.00	\$ 3,900.00	\$ 2,200.00	\$ 2,200.00
C		Lump Sum	Alternate with extended Substantial and Final Completion Days Reduction of Base Bid Amount	\$0.00		\$ (2,000.00)	
				Additional number of calendar days to be added to contract completion days	<u>30</u> Days	<u>77</u> Days	

NOTICE OF AWARD

Date of Issuance: April 19, 2016

Owner: City of Manistee

Owner's Contract No.:

Engineer: Spicer Group, Inc.

Engineer's Project No.: 12092413-018

Project: Wastewater Treatment Plant RAS
Pump Replacement

Contract Name: Wastewater Treatment Plant
RAS Pump Replacement

Bidder: Swidorski Bros. Excavating LLC

Bidder's Address: 4786 Red Apple Road, Manistee, MI 49660

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 19, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Wastewater Treatment Plant RAS Pump Replacement.

The Contract Price of the awarded Contract is: \$ 72,055.00.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Manistee

Authorized Signature
By: Colleen Kenny
Title: Mayor

Authorized Signature
By: Michelle Wright
Title: City Clerk

Copy: Engineer

AGREEMENT

This agreement is by and between City of Manistee (“Owner”) and Swidorski Bros. Excavating LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wastewater Treatment Plant RAS Pump Replacement.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Spicer Group, Inc.

3.02 The Owner has retained Spicer Group, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as

duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Quantity	Unit	Description	Unit Price	Amount
1	1	Lump Sum	Mobilization and Demobilization	<u>\$4,500.00</u>	<u>\$4,500.00</u>
2.	1	Lump Sum	Removal of existing RAS pumps and appurtenances	<u>\$3,400.00</u>	<u>\$3,400.00</u>
3.	1	Lump Sum	Piping modifications	<u>\$5,620.00</u>	<u>\$5,620.00</u>
4.	1	Lump Sum	Installation of new RAS pumps and appurtenances	<u>\$32,510.00</u>	<u>\$32,510.00</u>
5.	1	Lump Sum	Painting	<u>\$3,025.00</u>	<u>\$3,025.00</u>
6.	1	Lump Sum	Electrical Contractor / Instrumentation and Control System Integrator Allowance	<u>\$23,000.00</u>	<u>\$23,000.00</u>
				TOTAL:	<u><u>\$72,055.00</u></u>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. The Drawings as listed on the document title page.

8. Addenda (numbers 1 to 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

B. Equal Opportunity

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person’s ability to perform the duties of a particular job or position.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Manistee

Swidorski Bros. Excavating LLC

By: _____

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

70 Maple Street

4786 Red Apple Road

Manistee, MI 49660

Manistee, MI 49660

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

MEMO TO: Thad Taylor, City Manager
FROM: Jeffrey W. Mikula, Public Works Director
DATE: April 12, 2016
SUBJECT: Riverwalk Repairs *JWM*



Public Works
231-723-7132

Last fall the Riverside Motel contacted the DPW to notify us of an erosion problem along the Riverwalk. Upon investigation, it was observed that the higher water levels had caused erosion along a 300 ft stretch. The property is owned by Riverside Motel and Marina and the City has an easement for the Riverwalk. This section of Riverwalk consists of a concrete sidewalk laid on soil. The marina has constructed wood decking adjacent to the concrete sidewalk. There are remnants of a private wooden seawall that has deteriorated and no longer completely retains soil.

Spicer Group inspected the section and provided several options in the attached memo. Spicer has determined that Option #4 is the best overall solution to protect the marina facilities and Riverwalk, however we believe there should be cost sharing between the private property owner and City to reflect the benefits. Option #3 would address the City Riverwalk but does not address the long term needs of the Marina. We are working with the property owner to access their needs and desires on the project.

Option #3 has been estimated at \$80,000. We believe the City needs to identify up to \$80,000 of funding in order for the repairs to be made this spring. This section of Riverwalk will remain closed to pedestrian traffic until repairs can be made. Should the property owner wish to expand the project to further protect their marina facilities, the City could accommodate the design changes into the project.



MEMO

TO: Jeff Mikula, DPW Director

FROM: Shawn Middleton, P.E.

DATE: April 12, 2016

RE: Riverwalk Sidewalk Undercutting

In the summer of 2015 City staff identified erosion and undercutting of a portion of the Riverwalk located directly north of the Riverside Motel. This portion of the Riverwalk is a six foot wide concrete sidewalk. Directly south of the concrete walk is a privately constructed wood deck walkway which connects the Riverwalk to existing privately owned docks.

In September 2015, a visual inspection of the Riverwalk was conducted and a memo was prepared summarizing the conditions at the Riverwalk and outlining some preliminary options to repair this section of the Riverwalk, based on the visual inspection. Please see attached Memo dated September 22nd, 2015. Based on discussions with the City it was recommended to close the walk to pedestrian traffic through this section.

The prepared Memo outlines five options for repairing the undercut sidewalk. At this time, it is our recommendation to pursue one of the two following options.

Option 4 is the preferred, but more costly option, which includes the installation of a new steel sheet pile seawall, similar to the section of steel sheet pile wall installed due west of this location. This option includes the replacement or salvaging of some existing private infrastructure (wood seawall and wood decking) and the replacement of the City's infrastructure (concrete sidewalk). The estimated project cost for Option 4 is \$150,000. Please see attached option 4 draft typical sections.

Option 3 would focus on the replacement and protection of the City's infrastructure (concrete sidewalk). This option would require the existing wood decking to be temporarily removed, embankment placed to support the sidewalk, and the placement of riprap to protect the embankment sidewalk from future erosion. The wood decking would then be replaced and some additional shoring provided as necessary. The estimated project cost for Option 3 is \$80,000. Please see attached option 3 draft typical sections.

Please let us know how you would like to proceed. We understand this was not a budgeted item, but also understand the urgency of getting the Riverwalk prepared and open to pedestrian traffic.

SPICER GROUP MISSION STATEMENT:
To provide our clients quality service;
to help each firm member to develop to full potential;
to enhance the environment and serve the public interest.

MEMO



TO: Jeff Mikula, DPW Director
City of Manistee

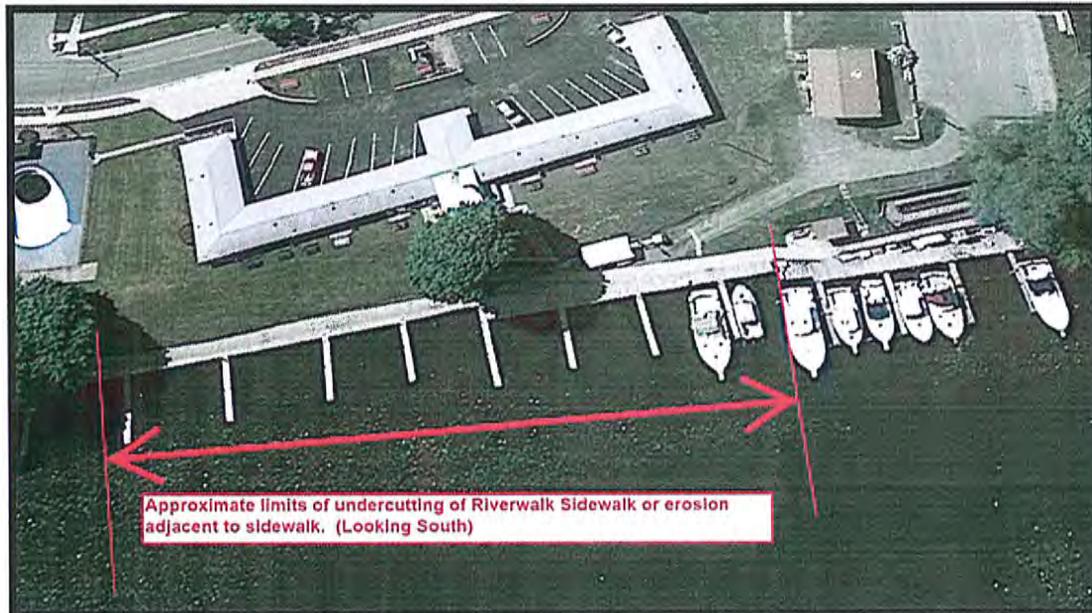
FROM: Shawn Middleton, PE
Spicer Group Inc.

DATE: September 22, 2015

RE: Riverwalk – Undercutting of Sidewalk at Riverside Motel

BACKGROUND/PURPOSE

We were requested to inspect a segment of the City's Riverwalk path. The specific segment we were requested to inspect was a section of six foot wide concrete sidewalk located directly north of the Riverside Motel. The City was notified that the concrete sidewalk in this section was significantly undercut (soil supporting the sidewalk had partially washed away). This undercutting was occurring on the sidewalk side of the wooden seawall located immediately north of the sidewalk.



The section of concrete sidewalk with the undercutting concern is approximately 300 feet long and six feet wide. A treated lumber deck supported by wood piles, posts, and the wood seawall, has been constructed in between the concrete sidewalk and the wooden seawall. This wood decking generally consists of two separate sections. The westerly section is approximately 130 ft. long and varies in width between 6 and 13 feet. The easterly section is approximately 170 ft. long and varies in width between 2 and 4 feet. Please refer to attached photographs.

The purpose of our inspection was to determine the cause of the undercutting and to identify potential solutions for addressing the undercutting, including preliminary estimates of cost.

SUMMARY OF SITE INSPECTION

A visual field inspection of the site was performed on August 14th, 2015. The City assisted with the removal of some of the wood deck planking located along this section of the Riverwalk to allow direct visual inspection of the soil supporting the concrete sidewalk. Photographs were taken along this reach of the Riverwalk, including photos of the wood seawall, the soils beneath the concrete sidewalk and the surface of the concrete sidewalk and the treated wood decking. Please refer to attached photographs.

In general, the wood seawall located along the northerly edge of the wood deck was in poor condition. The easterly 170 feet of the seawall was in the poorest condition with missing and broken planks, the westerly 130 feet of the seawall was in slightly better condition, but had significant areas where bowing of the wall has occurred and several openings allowing for erosion by wave action. Both sections of the seawall allow water to freely enter behind them causing erosion of the sidewalk's supporting soil.

A visual inspection of the soil underneath and adjacent to the sidewalk was made at two separate locations. The first location was approximately 100 feet west of the easterly end of the concrete sidewalk and the second was at the point where the boardwalk transitions from approximately 2 feet wide to approximately 11 feet wide.

The visual inspection of the supporting soil and underside of the concrete sidewalk revealed the sidewalk was generally undercut from 0 to 3 feet beneath the concrete sidewalk. The soil supporting the sidewalk generally had a vertical face of 2 to 3 feet caused by continuous wave action. This condition existed as far as could be seen to the east or west of our inspection locations.

Supporting piles or beams for the concrete sidewalk were not observed at the point of the inspections. The wood support columns for the wood decking were present and were significantly exposed by erosion, deteriorated, or potentially undersized. Please refer to the attached photographs.

It is our understanding this undercutting condition is fairly consistent along the entire length of the concrete sidewalk section, based on observations by others, including sections we were unable to inspect at the time.

CONCLUSIONS

The undercutting of the soil is primarily being driven by wave action behind the failing wooden seawall. As a wave enters behind the seawall the supporting soils are eroded by the wave action and then as the wave recedes the eroded soil is washed away. Runoff from the adjacent slope onto or below the concrete sidewalk may also be contributing to undercutting of the soil, though no specific areas of concentrated erosion were observed.

Lake Michigan is currently at a water elevation of approximately 579.7 feet (IGLD). This elevation is up approximately 2 feet higher than recent all time low levels, but is only 7 inches higher than long term averages and 7 inches higher than water elevations at this same time last year. The current water elevations are still approximately 3 feet below all-time high water elevations on Lake Michigan. The condition of the seawall and current water elevations are helping to accelerate the erosion caused by wave action.

The lack of supporting soils at the concrete sidewalk edge will ultimately result in the concrete sidewalk failing. The failure will likely be an initial settling of the concrete slab (which has already occurred on a minor level) and then ultimately the sidewalk falling into the void space (2' to 3' deep) that has formed adjacent to and below the north edge of the sidewalk. A more catastrophic type failure resulting from the sidewalk cracking and instantly giving away is also possible, but less likely to occur.

Due to the potential of the sidewalk failing it will be important to monitor this section of sidewalk on a regular basis. It may be warranted to close the north ½ or all of the concrete sidewalk if the sidewalk shows signs of failure.

Responsibility for repair and improvements for this section of the Riverwalk were not reviewed as part of this inspection of the sidewalk integrity. However, if improvements are made it will be important to determine the limits of ownership and maintenance requirements as it relates to the 6 foot wide concrete sidewalk (1,800 sft +/-) and the adjacent wood decking (1,800 sft +/-) and seawall (300 feet +/-). No further research into ownership of these components was completed nor were any discussions with the Riverside Motel conducted as part of our initial field inspections.

Conducting discussions with the Motel to determine the limits of maintenance and improvement responsibilities will be the first step if improvements are proposed for this section of Riverwalk.

RECOMMENDATIONS

To determine potential solutions and to provide rough estimates of cost we met with Paul Swidorski of Swidorski Bros. LLC on site to discuss options. Based upon our site inspection, our review of options, and input from the contractor we have identified the following options for addressing the erosion issue at this location:

Option 1 – Do nothing/ monitor

Monitor the sidewalk on a regular (daily) basis and close the sidewalk when any settlement begins to occur or any failure of the sidewalk is observed.

Estimated permitting, engineering and construction costs: No initial capital costs. Cost of ongoing monitoring and costs to find a solution on a reactive basis when the sidewalk fails.

Option 2 – Remove seawall, remove wood decking and timber supports, backfill existing sidewalk and protect bank with riprap.

This option would include removing all of the timber decking, wood seawall, and the wooden support structure beneath it, compacting sand beneath the existing sidewalk, repairing and replacing sidewalk that fails as a result of the construction, and placing riprap bank protection.

This would result in the Riverwalk at this location being reduced to a 6' wide concrete walk and would require the existing docks be extended to the new sidewalk. The current widened portion of the Riverwalk is used on a frequent basis for charter fishing and use by patrons of the Riverside Motel and will likely result in congestion through this section of the Riverwalk, especially during peak fishing times.

Additionally, the motel has invested in maintaining and improving the boardwalk section of the walk at this location over the past few years.

Estimated permitting, engineering, construction oversight and construction costs: This option is estimated to cost between \$30,000 and \$60,000. These costs are very preliminary and conservative since plans have not been developed and details regarding a design have not been completed. This option and cost estimate assumes replacement of the 1,800 square feet of existing concrete sidewalk.

Option 3 – Temporary fix of seawall, backfill void space and install riprap on bank.

This option would include removal all of all of the timber decking, performing temporary repairs to the seawall and wood deck support system using wooden timbers. The seawall repairs would be done in a wet condition. After repairing the seawall and support system, the steps would include: compact sand beneath the existing sidewalk, repair and replace sidewalk that fails as a result of the construction, place riprap bank protection, and finally replace the wood planks on the wood deck portion of the walk.

Estimated permitting, engineering, construction oversight and construction costs: This temporary option is estimated to cost between \$40,000 and \$80,000. These costs are very preliminary and conservative since plans have not been developed and details regarding a design have not been completed. This option and cost estimate assumes replacement of all 3,600 square feet of existing concrete and wood deck surfaces.

Option 4 – Steel sheet pile seawall, backfill and install concrete and/or wood deck walk.

Replace the failing wood seawall with a steel sheet pile seawall. The estimated lengths of the steel sheet piles would be 12 to 15 feet long. The sheet pile seawall would require a C channel cap, C channel wailer, and tie backs below portions of the existing sidewalk and therefore would require removal of portions, if not all of the existing concrete sidewalk. Some riprap wave protection would be installed along the face of the steel sheet pile to mitigate erosion at the face of the wall.

All of the existing wood decking and portions of the wood support structure would be removed to allow access for the seawall construction and to allow for backfilling behind the seawall. A full concrete surface would require additional backfilling and compacting, while a wood deck surface would require connection to the new seawall, a foundation to be placed along the south edge of the existing concrete sidewalk and timber support system be constructed between them to support the wood deck.

This seawall cross section would be very similar to the currently installed steel sheet pile seawall located directly west of the area of concern.

Estimated permitting, engineering, construction oversight and construction costs: \$120,000 and \$150,000. These costs are very preliminary and conservative since plans have not been developed and details regarding a design have not been completed. This option and cost estimate assumes replacement of all 3,600 square feet of existing concrete and wood deck surfaces.

Option 5 – Remove existing walkway and seawall, place riprap bank protection, and construct wooden walkway on steel piers.

This option would remove the existing concrete sidewalk, wood decking and existing seawall. Riprap bank protection would be placed to prevent further erosion of the bank and a wood deck structure on cylindrical piles would be constructed over the riprap through this section. The existing docks would be tied back into the newly constructed walkway.

This seawall cross section would be very similar to other portions of the Riverwalk with the exception of being constructed on steel piles.

Estimated permitting, engineering and construction costs: \$180,000 and \$240,000. These costs are very preliminary and conservative since plans have not been developed and are not based upon competitive bidding. This option and cost estimate assumes replacement of all 3,600 square feet of existing concrete and wood deck surfaces.

It is our recommendation the City consider Option 4 or 5 as the long term repair/ improvement option for this section of the Riverwalk. Option 1 of doing nothing is not recommended since the sidewalk will eventually fail. Option 2 would only be viable if it is acceptable by the city and stakeholders to reduce the Riverwalk width through this section. Option 3 may be more cost effective in the short term, but will eventually require additional funding to provide a more permanent solution.

FUNDING

We understand the City does not have a budgeted item for this section of the Riverwalk. The City should consider identifying revenue sources to address this section of Riverwalk since it will ultimately fail with continued erosion.

We have researched various MDNR grant options for the City of Manistee to apply for funds to assist with renovating sections of the City Riverwalk. Based on our conversations with the MDNR the Riverwalk renovations would be eligible to apply for the following MDNR grants:

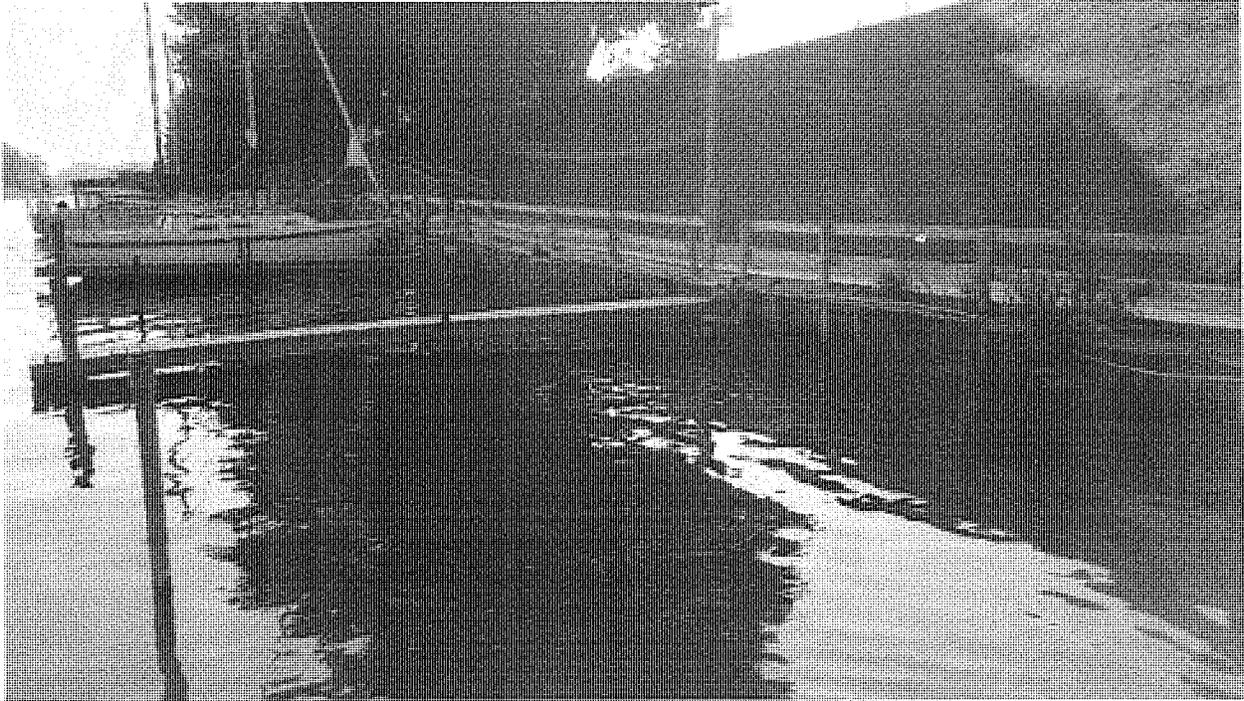
Each of these three grant has application deadlines on April 1, 2016. Grant minimum and maximum amounts and local matches are as follows:

- Recreation Passport Grant
 - 25% Local Match
 - \$7,500 - \$45,000
- Land and Water Conservation Fund (LWCF) Grant
 - 50% Local Match (Requires Nat'l Park Service approval)
 - \$30,000 - \$100,000
- Michigan Natural Resource Trust Fund (MNRTF) Grant
 - 25% Local Match
 - 15,000 - \$300,000

There are no guarantees with grant requests, but with the high volume of use by pedestrians, river access, ADA accessibility, fishing industry, tourism, etc. at this location it is our opinion, one or a combination of these grants would be worth pursuing. Preliminary plans and cost estimates would need to be prepared to pursue any of these funding sources. This may be an opportunity to address other "areas of concern" along the river trail if a grant application was considered.

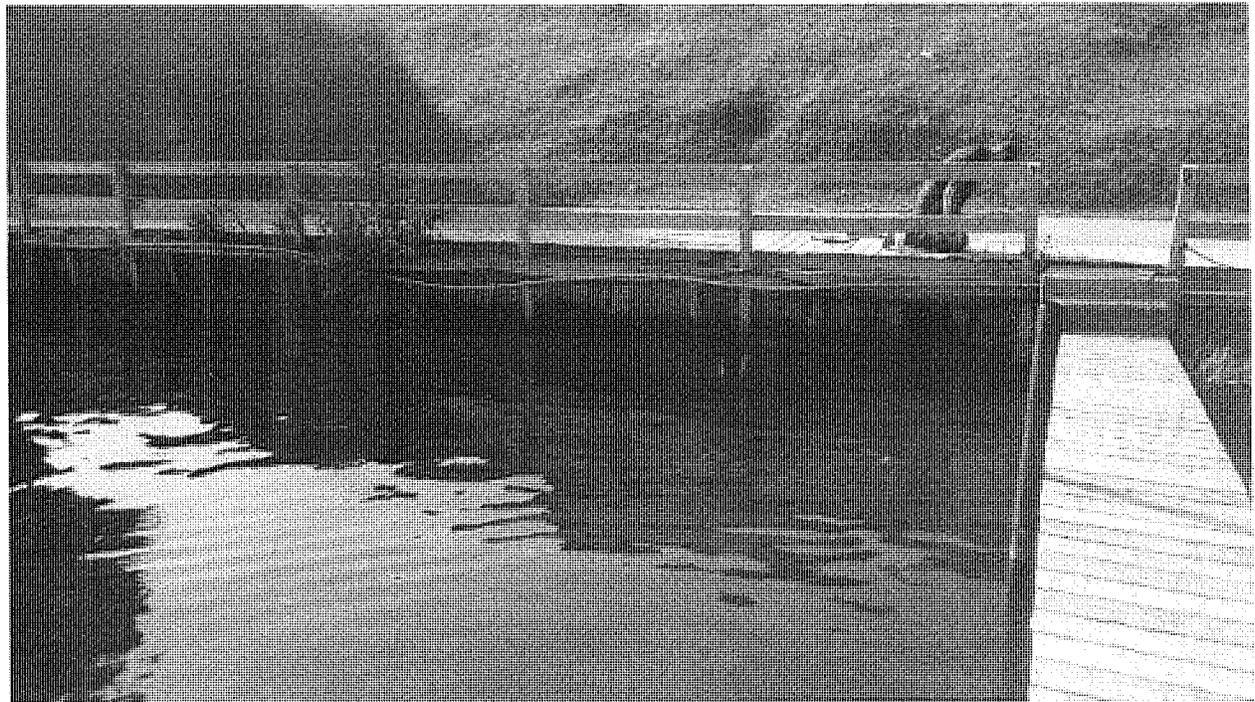
Attachments

- Photographs



Name: 2015-08-14 10.11.05 (640x360)

Description: Looking SE at wood seawall. 150' west of east end of concrete walk. Wood seawall in poor condition, openings, broken timbers.

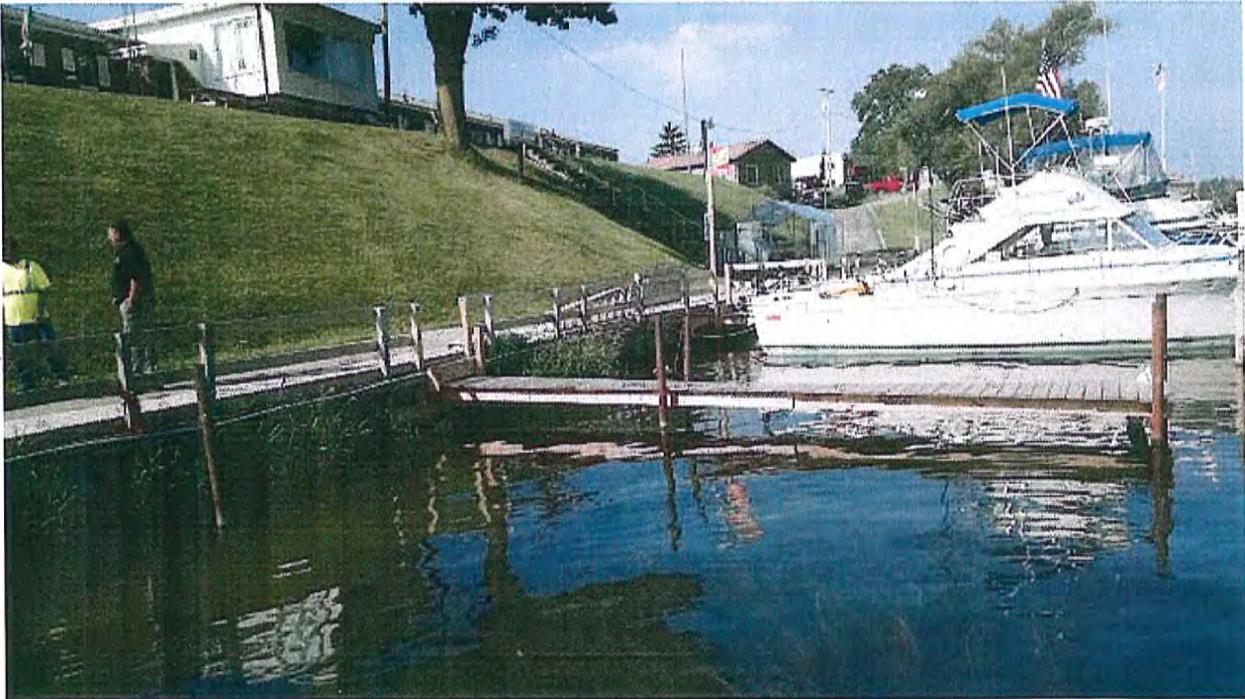


Name: 2015-08-14 10.11.09 (640x360)

Description: Looking South at wood seawall. 150' west of east end of concrete walk. Wood seawall in poor condition, openings, broken timbers.



Name: 2015-08-14 10.11.12 (640x360)
Description: Looking SSW at wood seawall, 150' west of east end of concrete walk. Wood seawall in poor condition, openings, broken timbers.



Name: 2015-08-14 10.11.15 (640x360)
Description: Looking SW at wood seawall, 150' west of east end of concrete walk. Wood seawall in poor condition, openings, broken timbers.



Name: 2015-08-14 10.13.26 (640x360)

Description: Looking west below narrow portion of wood decking. Erosion next to walkway on left side, conduit, exposed seawall tieback.



Name: 2015-08-14 10.13.31 (640x360)

Description: Looking SW below narrow portion of wood decking at erosion at sidewalk and conduit



Name: 2015-08-14 10.15.31 (640x360)

Description: Looking East below narrow portion of wood deck. Deteriorated wood seawall on left, undercutting of sidewalk on right



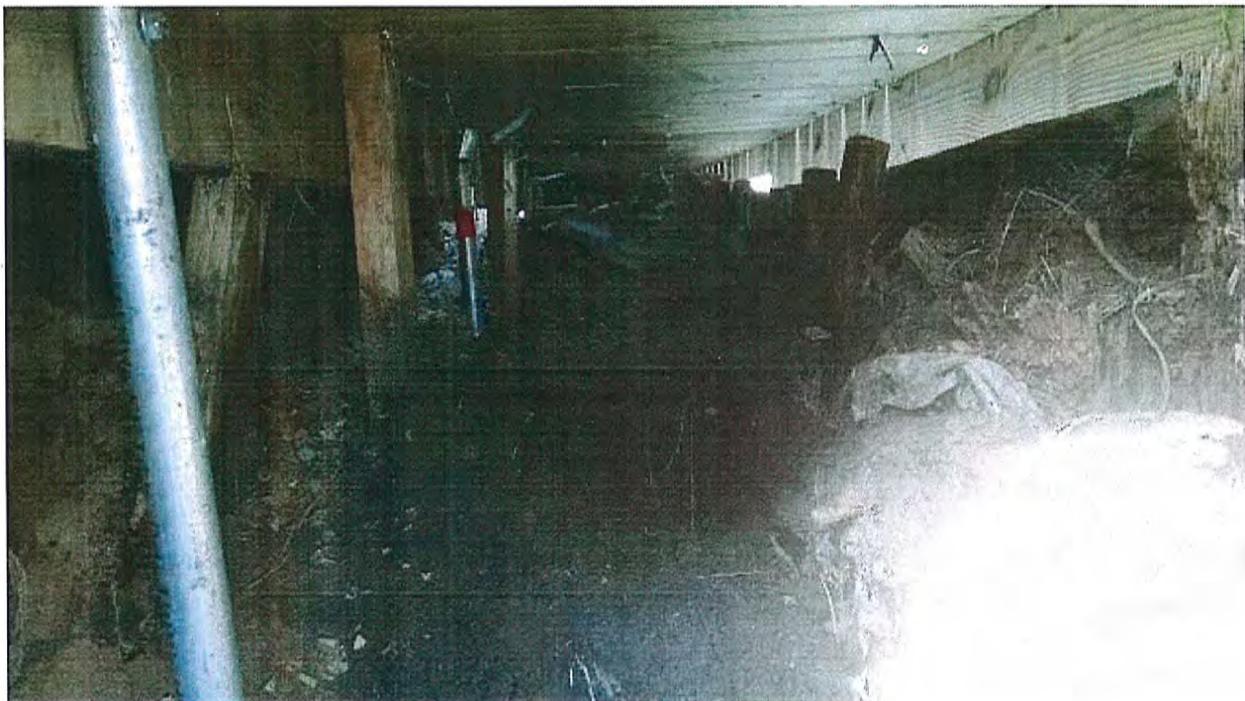
Name: 2015-08-14 10.15.36 (640x360)

Description: Looking south at face of eroded soil immediately below concrete sidewalk



Name: 2015-08-14 10.15.40 (640x360)

Description: Looking SE at eroded soil face below narrow portion of wood decking. Concrete sidewalk south edge is approximately in line with joist in upper portion of photo.



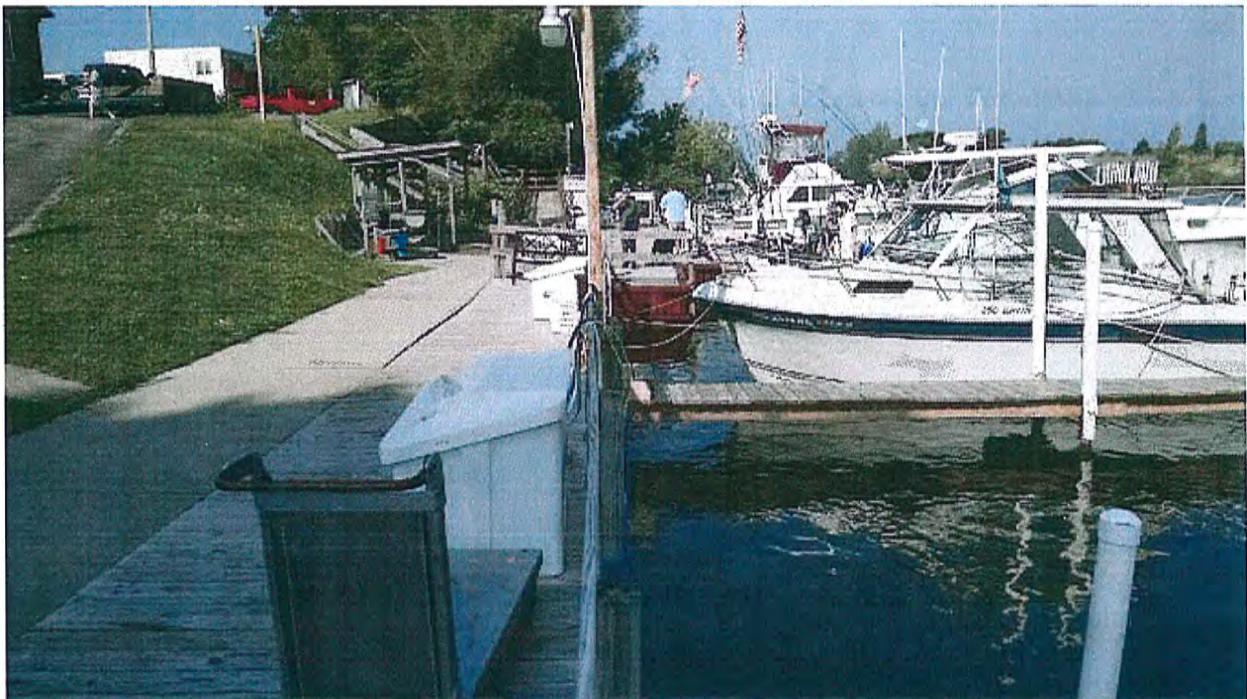
Name: 2015-08-14 10.15.49 (640x360)

Description: Looking west along widened portion of wood deck



Name: 2015-08-14 10.15.53 (640x360)

Description: Looking SW at eroded soil face at approximate south edge of concrete sidewalk.



Name: 2015-08-14 10.32.27 (640x360)

Description: Looking West along face of seawall near transition of wood deck width.



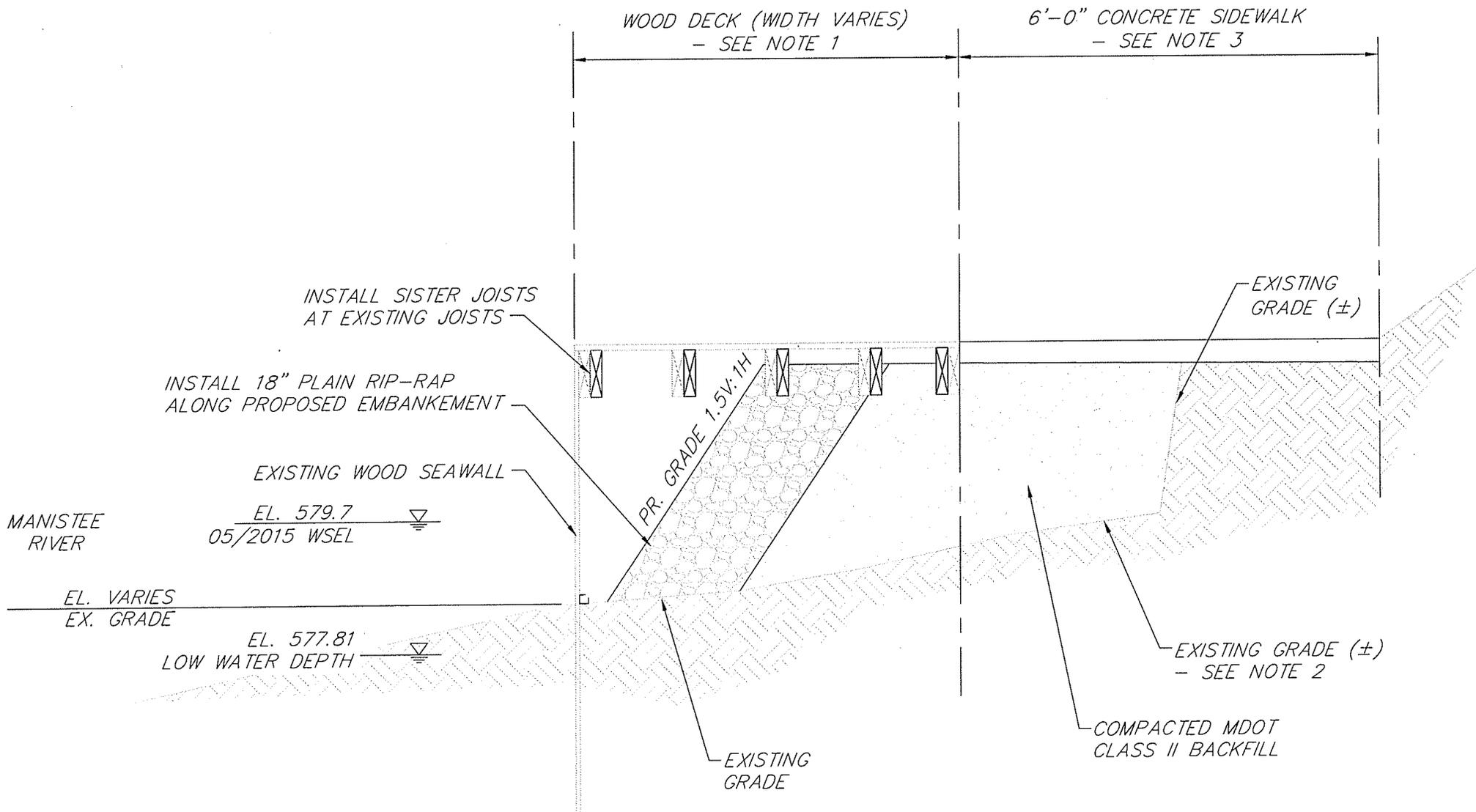
Name: 2015-08-14 10.32.41 (640x360)

Description: Looking SW at face of seawall at widened portion of deck. Some bowing of timber members and movement of water behind seawall.



Name: 2015-08-14 10.32.44 (640x360)

Description: Looking SE at face of seawall at west end of widened wood decking. Bowing of wood timbers.



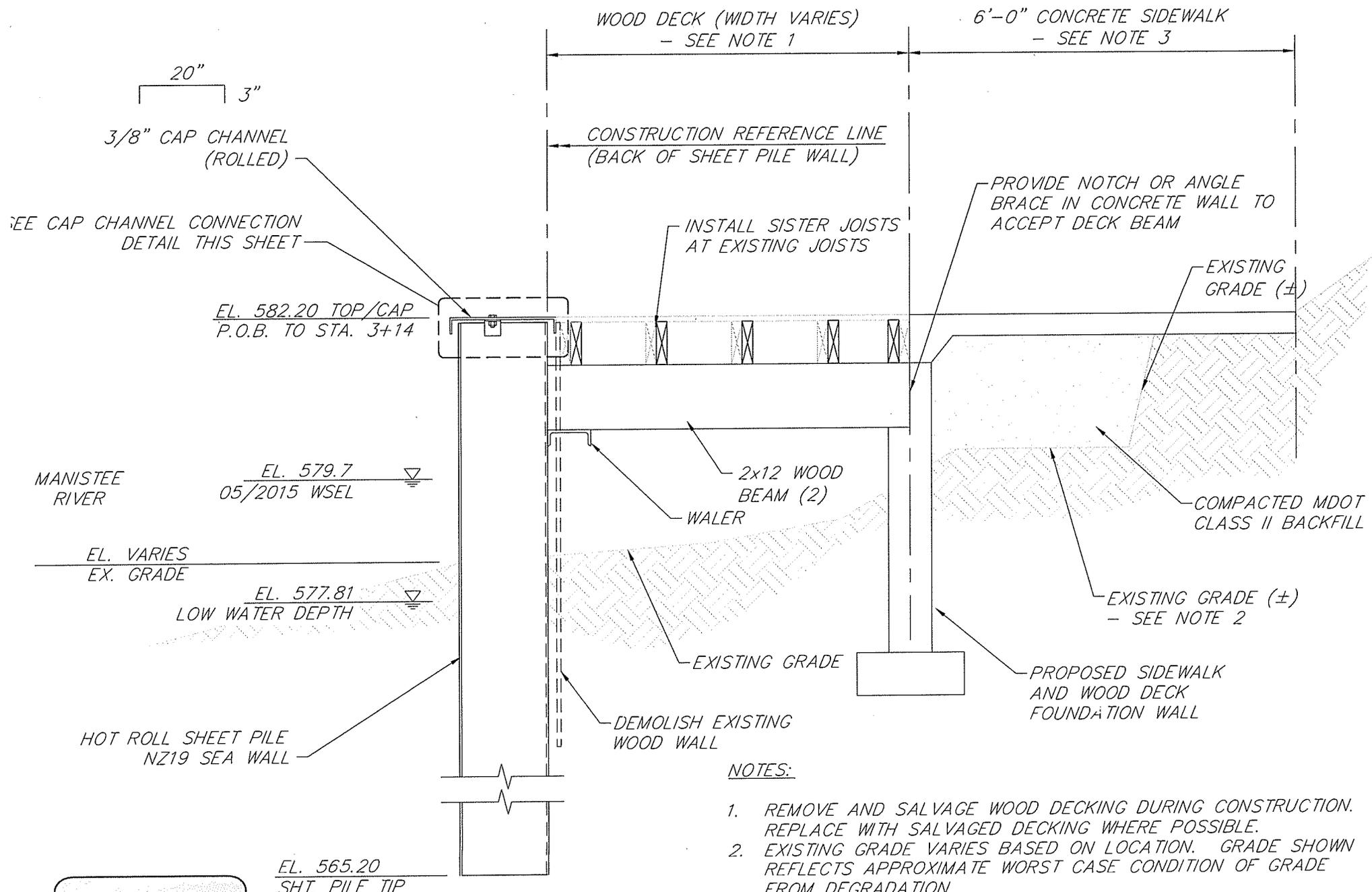
NOTES:

1. REMOVE AND SALVAGE WOOD DECKING DURING CONSTRUCTION. REPLACE WITH SALVAGED DECKING WHERE POSSIBLE.
2. EXISTING GRADE VARIES BASED ON LOCATION. GRADE SHOWN REFLECTS APPROXIMATE WORST CASE CONDITION OF GRADE FROM DEGRADATION.
3. EXISTING SIDEWALK TO BE REMOVED AND REPLACED AS SHOWN.

DRAFT

OPTION 3 - RIP-RAP EMBANKMENT

SCALE: 1/2" = 1'-0"



SEE CAP CHANNEL CONNECTION
DETAIL THIS SHEET

EL. 582.20 TOP/CAP
P.O.B. TO STA. 3+14

MANISTEE
RIVER

EL. 579.7
05/2015 WSEL

EL. VARIES
EX. GRADE

EL. 577.81
LOW WATER DEPTH

HOT ROLL SHEET PILE
NZ19 SEA WALL

EL. 565.20
SHT. PILE TIP

WOOD DECK (WIDTH VARIES)
- SEE NOTE 1

6'-0" CONCRETE SIDEWALK
- SEE NOTE 3

CONSTRUCTION REFERENCE LINE
(BACK OF SHEET PILE WALL)

INSTALL SISTER JOISTS
AT EXISTING JOISTS

PROVIDE NOTCH OR ANGLE
BRACE IN CONCRETE WALL TO
ACCEPT DECK BEAM

EXISTING
GRADE (±)

2x12 WOOD
BEAM (2)
WALER

COMPACTED MDOT
CLASS II BACKFILL

EXISTING GRADE (±)
- SEE NOTE 2

EXISTING GRADE

DEMOLISH EXISTING
WOOD WALL

PROPOSED SIDEWALK
AND WOOD DECK
FOUNDATION WALL

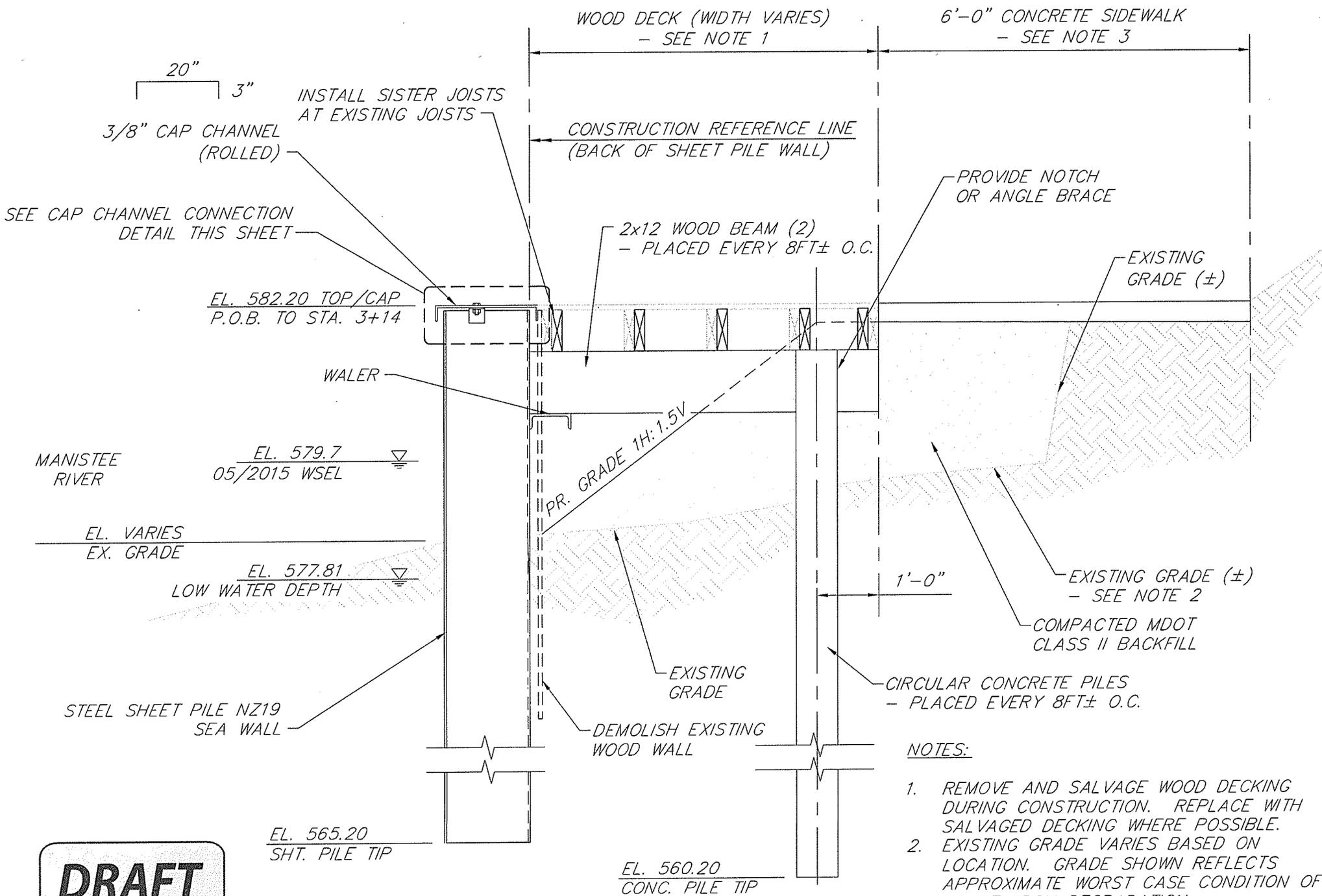
NOTES:

1. REMOVE AND SALVAGE WOOD DECKING DURING CONSTRUCTION. REPLACE WITH SALVAGED DECKING WHERE POSSIBLE.
2. EXISTING GRADE VARIES BASED ON LOCATION. GRADE SHOWN REFLECTS APPROXIMATE WORST CASE CONDITION OF GRADE FROM DEGRADATION.
3. EXISTING SIDEWALK TO BE REMOVED AND REPLACED AS SHOWN.

DRAFT

OPTION 4A - SHEET PILE WALL
WITH CONCRETE KNEE WALL

SCALE: 1/2" = 1'-0"



NOTES:

1. REMOVE AND SALVAGE WOOD DECKING DURING CONSTRUCTION. REPLACE WITH SALVAGED DECKING WHERE POSSIBLE.
2. EXISTING GRADE VARIES BASED ON LOCATION. GRADE SHOWN REFLECTS APPROXIMATE WORST CASE CONDITION OF GRADE FROM DEGRADATION.
3. EXISTING SIDEWALK TO BE REMOVED AND REPLACED AS SHOWN.

DRAFT

OPTION 4B - SHEET PILE WALL WITH CONCRETE PILES

SCALE: 1/2" = 1'-0"

MEMO TO: Mayor Colleen Kenny
Members of City Council

FROM: Thad N. Taylor, City Manager 

DATE: April 13, 2016

SUBJECT: LRBOI Partnership Agreement



City Manager's Office
231-398-2801

As Council is aware, the City has one remaining combined sewer overflow (CSO). Staff's goal is to fully eliminate the CSO; however it may take eight (8) to ten (10) years to resolve the situation. Currently, I'm pursuing options to see if it's possible to resolve the situation sooner rather than later.

To that end, I've met with representatives of Manistee County, Manistee Township, Filer Township, Little River Band of Ottawa Indians (LRBOI), Stronach Township and the Village of Eastlake. Each indicated their support for expediting the solution and offered to adopt resolutions or letters of support at the appropriate time. I also reached out to AES and asked them to investigate grants or other opportunities that may be applicable.

The LRBOI believe they are capable of more than a resolution of support. Specifically, they are offering the possibility of extending their sanitary sewer line from its current location on US-31 north of M-55 to a point near our CSO. They feel in the short term they can accept a portion of the overflow and treat it, thereby minimizing the amount of untreated material that discharges into Manistee Lake. In the long term, this could be part of our permanent solution.

Such a partnership, if feasible, offers several benefits. First, it could provide a short term reduction in the discharge. Second, the LRBOI has access to grants and funds not readily available to the City. Third, the partnership would position the City more favorably in terms of grant and/or loan requests. Finally, the LRBOI has the room for expansion of their treatment facility to accept some of our overflow.

In our initial discussions I've shared my concerns with the LRBOI in terms of extending their sanitary sewer system beyond its current terminus; a potential loss of current and/or future City customers. I told the LRBOI that I would be agreeable to exploring the possibility of extending their system if:

- It was agreed that LRBOI would not actively recruit and/or accept any customers along the extension, and;
- That the system could not be extended beyond the location identified as the best site to accept the City's overflow, and;
- If the extension was not included as part of the final solution to the CSO, it would be capped.

There might be other concerns that need to be addressed; however these are the most obvious.

LRBOI indicated that the foregoing conditions were realistic, conditionally acceptable, and would not cause them to reconsider their willingness to partner with the City.

I believe this opportunity is worth exploring and ask Council to authorize staff to work with the appropriate parties to determine the feasibility of partnering with the Little River Band of Ottawa Indians.

TNT:cl

MEMO TO: Thad Taylor, City Manager
FROM: Jeffrey W. Mikula, Public Works Director
DATE: April 13, 2016
SUBJECT: 6th Ave Pump Station and Riverbank Sewer



Public Works
231-723-7132

Water and sewer bonds were sold in 2015 to finance nine capital improvement projects. To date six of those projects are completed. The last three include the Return Activated Sludge Pumps, 6th Ave Pump Station and Riverbank Sewer.

The 6th Ave Pump Station and Riverbank Sewer project has been contemplated for many years. The project general consists of replacing the existing pump station and replacing the interceptor sewer east of the existing pump station to Maple St Bridge. The new interceptor line will be supported and protected by a new steel sheet pile wall. During the design phase engineers from the Spicer Group strongly recommended that the force main below the Manistee River be replaced as well. The existing force main is over 70 years old and made of cast iron. The engineers were concerned that the pipeline had exceeded its design life and would be subject to greater pressures with the new pumping station. Acting City Manager R. Ben Bifoss authorized the project to include a new force main anticipating that the approximately \$200,000 expense would need to be covered by contingency money from the bond proceeds or cash from the water and sewer reserve funds.

The project was competitively bid with six bids received. The bids were very competitive in nature when compared to one another. Even without the addition of the added force main, the bids were higher than expected. Spicer Group has spent considerable efforts working with the low bidder to clarify items, perform value engineering and work with City staff in an effort to bring us within our budget tolerances.

Bids Received:

Davis Construction:	\$2,002,405.00
Team Elmers:	\$2,018,957.55
Fleis & Vanderbrink Construction:	\$2,074,036.00
Jackson-Merkey Contractors:	\$2,152,445.00
Grand River Construction:	\$2,192,928.00
Milbocker & Sons, Inc.:	\$2,490,730.00

Addendum #3:

Even without the addition of the added force main (\$317,060), the bids were higher than expected. Spicer Group has spent considerable efforts working with the low bidder to clarify items, value engineering and the City accepting a few items all in an effort to bring us within our budget tolerances. The proposed contract changes are included in Addendum #3 to the proposed contract. They total a proposed reduction of \$229,410.00 to the contract.

Items to consider:

The amount budgeted in our bond spreadsheet for construction: \$1,517,600.00

Contingency amount budgeted in our bond spreadsheet: \$168,000

Low bid: \$2,002,405.00

Proposed cost reductions from Addendum #3: \$229,410.00

Low Bid with Addendum #3: \$1,772,995.00

Low bid cost of new Force Main: \$317,060

Summary of Bond Projects:

A summary of the bond projects is attached. Assuming the Return Activated Sludge Pump contract is awarded to the low bidder and the 6th Ave Pump Station and Riverbank Sewer is awarded with Addendum #3, we will carry a \$25,000 contingency with the final three contracts and the addition of a new force main. We have confirmed with the Finance Director that there are sufficient funds in the water and sewer reserves to provide additional contingency, if necessary.

We are recommending an award to the low bidder, Davis Construction in the amount of \$1,772,995.00

City of Manistee

2015 Water & Sewer Utility Revenue Bond Sizing

Bond Projects	Priority Phasing	Project Number	Signed EPR	573-903-City Account	Projected Total as Of 3/15/2016 SGI Review	4/1/2015 Estimated Total Cost	Materials Construction	Engineering	Contingency	2015-2019 CIP Estimated Cost	
Maywood Tank	1	Dixon	Contract	987.001	\$ 166,980	\$ 270,000	\$ 225,000	\$ 10,000	\$ 35,000	13.0%	\$ 270,000
Ren. Park PS Generator	1	n/a	TopLine	987.002	\$ 45,410	\$ 37,610	\$ 37,610	\$ -	\$ -	0.0%	\$ 55,000
Industrial Park PS Upgrades	1	2014-012	Yes	987.003	\$ 190,136	\$ 173,600	\$ 139,600	\$ 19,000	\$ 15,000	8.6%	\$ 110,000
Sweetnam PS Upgrades	1	2014-011	Yes	987.004	\$ 107,585	\$ 70,690	\$ 52,900	\$ 12,500	\$ 5,290	7.5%	\$ 35,000
Return Activated Sludge Pumps	1	2014-018	Yes	987.005	\$ 82,055	\$ 69,900	\$ 49,900	\$ 10,000	\$ 10,000	14.3%	\$ 60,000
Riverbank Sewer Line	2	2014-021	Yes	987.006	\$ 2,039,555	\$ 1,456,000	\$ 1,194,000	\$ 143,000	\$ 119,000	8.2%	\$ 850,000
Sixth Ave. Pump Station	2	2014-022	Yes	987.007		\$ 447,600	\$ 323,600	\$ 75,000	\$ 49,000	10.9%	\$ 450,000
Flow Monitoring	2	2014-026	Yes	987.008	\$ 21,937	\$ 60,000		\$ 60,000	\$ -	0.0%	\$ 150,000
Gallery Leaks	2	TBD		987.009	\$ 2,500	\$ 50,000	\$ 30,000	\$ 5,000	\$ 15,000	30.0%	\$ 40,000
Rounding						\$ 18,550			\$ 36,585		
Total Project Costs					\$ 2,656,158	\$ 2,653,950	\$ 2,052,610	\$ 334,500	\$ 284,875		\$ 2,020,000
Bond Transaction Costs											
Debt Service Reserve						\$ -					
Capitalized Interest						\$ -					
Underwriter's Discount				\$ (262,000)	\$ 27,560	\$ 55,400					
Bond Counsel				\$ (124,000)	\$ 25,000	\$ 25,000					
Bond Insurance				\$ (386,000)	\$ -	\$ -					
Financial Advisor					\$ 14,500	\$ 14,500					
Rating Agency					\$ 13,000	\$ 13,000					
Other					\$ 8,424	\$ 8,150					
Total Bond Transaction Costs					\$ 88,484	\$ 116,050					
Total Costs					\$ 2,744,643	\$ 2,770,000					
Surplus \ Deficit					\$ 25,357						

March 31, 2016

Jeff Mikula
Director of Public Works
City of Manistee
70 Maple Street
Manistee, MI 49660

RE: 6th Avenue Pump station and Riverbank Sewer
Bid Tabulation and Recommendation

Jeff,

Enclosed is the tabulation of bids received for the above referenced project.

A total of 6 bids were received, with the low bid being \$2,002,405.00 and the high bid being \$2,490,730.00. One bid was incomplete, having not included the Affidavit of Compliance with their bid package. Please see the attached Bid Tab.

Davis Construction submitted the low bid for the above mentioned project and has successfully completed similar projects and has completed projects in the Manistee area.

The bids, as submitted, were higher than the Preliminary Estimate of Cost (\$1,517,000) completed at the end of 2014 for the bond that was sold early in 2015. Additionally, during the design process and after the bonds were sold, it was determined a new force main should be drilled under the river as opposed to using the almost 80 year old existing cast iron force main located within the 105 year old tunnel under the Manistee channel. The low bidder's price for this proposed force main was \$286,550.00.

Since the project was over the estimated bond amount, we have been working with the City and the contractor to find ways of reducing the contract amount. Several items were identified to reduce project cost and have been incorporated into Addendum No. 3. Please see attached Addendum 3 for changes to the contract.

The recommended contract amount, with Addendum No. 3 changes incorporated, is **\$1,772,995.00**.

We will prepare the Contract documents and obtain the necessary insurances and bonding documents from the contractor upon issuance of the Notice of Award.

If you have any question or comments, please contact me at (989) 928-8027.

Sincerely,



Shawn P. Middleton, P.E., CFM
Sr. Project Manager

SPICER GROUP, INC
302 River St.
Manistee, MI 49660
E-mail: shawnm@spicergroup.com

Copy: SGI File 121081SG2013
Thad Taylor, City Manager
Ed Bradford, Chief Financial Officer
Jeff Mikula, Director of Public Works
Brian House, Spicer Group, Inc.
Rob Kliniak, Davis Construction

BIDS FOR: **6th Avenue Pump Station and Riverbank Sewer Project
City of Manistee**

TAKEN ON: **3/15/2016**

BIDDERS>>>

Item No.	Estimated Quantity	Unit	Description	Davis Construction		Team Elmers		Fleis & Vandenbrink Const.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Miscellaneous									
1.	1	Lump Sum	Mobilization and Demobilization (Maximum 5% of base bid amount)	\$97,600.00	\$ 97,600.00	\$100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control (SESC measures including turbidity curtain)	\$28,080.00	\$ 28,080.00	\$10,000.00	\$ 10,000.00	\$15,200.00	\$ 15,200.00
3.	1	Lump Sum	Site Clearing	\$25,900.00	\$ 25,900.00	\$12,000.00	\$ 12,000.00	\$26,718.00	\$ 26,718.00
4.	1	Lump Sum	Temporary Bypass Pumping	\$65,000.00	\$ 65,000.00	\$140,000.00	\$ 140,000.00	\$139,800.00	\$ 139,800.00
5.	1	Lump Sum	Site Grading, Restoration, Topsoil, Seed, and Mulch	\$46,800.00	\$ 46,800.00	\$26,000.00	\$ 26,000.00	\$14,000.00	\$ 14,000.00
6.	1	Lump Sum	Landscaping	\$15,000.00	\$ 15,000.00	\$3,200.00	\$ 3,200.00	\$13,800.00	\$ 13,800.00
7.	1	Lump Sum	Parking Lot Seal Coating	\$7,500.00	\$ 7,500.00	\$1,500.00	\$ 1,500.00	\$2,800.00	\$ 2,800.00
8.	1	Lump Sum	Guard Rail, Type B, Salvage and Replace	\$10,740.00	\$ 10,740.00	\$4,700.00	\$ 4,700.00	\$4,800.00	\$ 4,800.00
Pump Station, Exist Pump Station Modifications, and Force Main (Excluding HDD)									
9.	1	Lump Sum	Demolition, Site	\$14,160.00	\$ 14,160.00	\$8,200.00	\$ 8,200.00	\$10,000.00	\$ 10,000.00
10.	1	Lump Sum	Demolition, Existing Structures Demolition and Modifications (Existing pump station, wet well, and valve vault)	\$7,160.00	\$ 7,160.00	\$13,000.00	\$ 13,000.00	\$18,500.00	\$ 18,500.00
11.	1	Lump Sum	Demolition, Equipment Removal and Demolition (Existing pump station equipment, piping, and valves)	\$3,580.00	\$ 3,580.00	\$6,200.00	\$ 6,200.00	\$17,000.00	\$ 17,000.00
12.	1	Lump Sum	Sewer Abandonment (100' +/- of 12" Sanitary Sewer)	\$7,860.00	\$ 7,860.00	\$4,000.00	\$ 4,000.00	\$4,500.00	\$ 4,500.00
13.	25	Lft	Sanitary Sewer, 15 Inch	\$338.00	\$ 8,450.00	\$1,200.00	\$ 30,000.00	\$190.00	\$ 4,750.00
14.	20	Lft	Storm Sewer , 12 Inch	\$410.00	\$ 8,200.00	\$173.00	\$ 3,460.00	\$155.00	\$ 3,100.00
15.	1	Each	Tap Existing Manhole - 15" Sewer	\$1,145.00	\$ 1,145.00	\$1,800.00	\$ 1,800.00	\$1,500.00	\$ 1,500.00
16.	1	Each	Tap Existing Manhole with Internal Drop - 10" Force Main	\$5,715.00	\$ 5,715.00	\$1,300.00	\$ 1,300.00	\$2,200.00	\$ 2,200.00
17.	150	Ton	HMA, Minimum 3 1/2" Depth / Match Existing	\$165.00	\$ 24,750.00	\$137.00	\$ 20,550.00	\$150.00	\$ 22,500.00
18.	800	Sq. Yard	22A Aggregate Base, 8" Depth, CIP	\$25.00	\$ 20,000.00	\$8.50	\$ 6,800.00	\$12.50	\$ 10,000.00

BIDS FOR: **6th Avenue Pump Station and Riverbank Sewer Project
City of Manistee**

TAKEN ON: **3/15/2016**

BIDDERS>>>

Item No.	Estimated Quantity	Unit	Description	Davis Construction		Team Elmers		Fleis & Vandenbrink Const.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
19.	1	Lump Sum	Installation of New Pumps and Appurtenances (Pumps and appurtenances provided by the City)	\$9,275.00	\$ 9,275.00	\$15,000.00	\$ 15,000.00	\$17,500.00	\$ 17,500.00
20.	190	Lin. Ft	10" Force Main - Open Exeavation	\$115.00	\$ 21,850.00	\$103.00	\$ 19,570.00	\$170.00	\$ 32,300.00
21.	1	Each	New Flow Meter Chamber (Structure, process piping, fittings, valves, and appurtenances)	\$15,450.00	\$ 15,450.00	\$14,000.00	\$ 14,000.00	\$18,848.00	\$ 18,848.00
22.	2	Each	Air-Vacuum Release Manhole (Structure, process piping, fittings, valves, and appurtenances)	\$22,000.00	\$ 44,000.00	\$20,000.00	\$ 40,000.00	\$24,000.00	\$ 48,000.00
23.	1	Lump Sum	Process Piping and and Valve Work (Wet well, valve vault, and site)	\$33,500.00	\$ 33,500.00	\$26,336.31	\$ 26,336.31	\$39,400.00	\$ 39,400.00
24.	1	Lump Sum	Concrete Work, including Conerete Retaining Walls	\$23,950.00	\$ 23,950.00	\$70,000.00	\$ 70,000.00	\$62,800.00	\$ 62,800.00
25.	1	Lump Sum	Metal Work	\$6,000.00	\$ 6,000.00	\$7,000.00	\$ 7,000.00	\$9,200.00	\$ 9,200.00
26.	1	Lump Sum	Allowance: Electrical Contractor/Instrumentation Control System Integrator	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00
27.	1	Lump Sum	Painting and Coatings	\$50,000.00	\$ 50,000.00	\$56,000.00	\$ 56,000.00	\$19,500.00	\$ 19,500.00
28.	1	Lump Sum	Force Main Abandonment, 8" Force Main (Flush and Bulkhead(2))	\$8,660.00	\$ 8,660.00	\$2,800.00	\$ 2,800.00	\$8,800.00	\$ 8,800.00
Horizontal Direction Drilling (HDD)									
29.	1	Lump Sum	Traffic Control	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,200.00	\$ 5,200.00
30.	1	Lump Sum	Horizontal Directinal Drilling - 10" Force Main (Approximately 910 Lin. Ft.)	\$286,550.00	\$ 286,550.00	\$207,000.00	\$ 207,000.00	\$259,000.00	\$ 259,000.00
Sheetpile SeaWall and Tieback Wall									
31.	1	Lump Sum	Sheet Pile Removal	\$2,100.00	\$ 2,100.00	\$3,500.00	\$ 3,500.00	\$10,000.00	\$ 10,000.00
32.	1	Allowance	Locate DTE Gas Main Crossing, 6-Inch HP	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
33.	1	Lump Sum	Sheet Piling Seawall with Cap and Walers (Approximately 19,740 Sq. Ft.)	\$582,900.00	\$ 582,900.00	\$726,000.00	\$ 726,000.00	\$700,000.00	\$ 700,000.00
34.	2	Each	Connect to Existing Sea Wall	\$3,300.00	\$ 6,600.00	\$8,000.00	\$ 16,000.00	\$8,000.00	\$ 16,000.00

BIDS FOR: **6th Avenue Pump Station and Riverbank Sewer Project
City of Manistee**

TAKEN ON: **3/15/2016**

BIDDERS>>>

Item No.	Estimated Quantity	Unit	Description	Davis Construction		Team Elmers		Fleis & Vandenbrink Const.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
35.	1	Lump Sum	Sheet Piling Tie Back Wall, Tie backs & Appurtenances (Approximately 5,505 Sq. Ft.; 45 tiebacks +/-)	\$149,500.00	\$ 149,500.00	\$131,000.00	\$ 131,000.00	\$174,000.00	\$ 174,000.00
36.	2	Each	Storm Sewer Penetration through Seawall	\$4,300.00	\$ 8,600.00	\$10,005.62	\$ 20,011.24	\$1,000.00	\$ 2,000.00
37.	3	Each	Sanitary Sewer Penetration through steel sheeting	\$4,300.00	\$ 12,900.00	\$5,000.00	\$ 15,000.00	\$900.00	\$ 2,700.00
Riverbank Sanitary Sewer									
38.	1	Lump Sum	Sanitary Sewer and Manhole Removal (Approximately 350 Lin. Ft.; 1 manhole structure)	\$15,820.00	\$ 15,820.00	\$5,000.00	\$ 5,000.00	\$18,550.00	\$ 18,550.00
39.	1	Lump Sum	Sewer Abandonment (90' +/- of 12" Sanitary Sewer)	\$4,080.00	\$ 4,080.00	\$3,000.00	\$ 3,000.00	\$7,050.00	\$ 7,050.00
40.	1	Lump Sum	Excavation, Organic Soils (Approximately 400 Cu. Yard)	\$44,640.00	\$ 44,640.00	\$6,000.00	\$ 6,000.00	\$8,400.00	\$ 8,400.00
41.	60	Lft	Storm Sewer, 12 Inch	\$50.00	\$ 3,000.00	\$115.00	\$ 6,900.00	\$60.00	\$ 3,600.00
42.	1	Each	Storm Sewer Manhole, 48 Inch	\$3,150.00	\$ 3,150.00	\$4,000.00	\$ 4,000.00	\$4,500.00	\$ 4,500.00
43.	400	Lft	Sanitary Sewer, 15 Inch	\$58.00	\$ 23,200.00	\$82.00	\$ 32,800.00	\$68.00	\$ 27,200.00
44.	30	Lft	Steel Encasement Pipe, 24 Inch	\$286.00	\$ 8,580.00	\$791.00	\$ 23,730.00	\$144.00	\$ 4,320.00
45.	4	Each	Sanitary Sewer Manhole, 48 Inch	\$4,890.00	\$ 19,560.00	\$3,900.00	\$ 15,600.00	\$3,500.00	\$ 14,000.00
46.	1	Lump Sum	Granular Backfill, CIP (Approximately 2,000 Cu. Yard)	\$107,900.00	\$ 107,900.00	\$47,000.00	\$ 47,000.00	\$42,000.00	\$ 42,000.00
TOTAL BID:					\$ 2,002,405.00		\$ 2,018,957.55		\$ 2,074,036.00
									Math error on bid (\$2,084,116)

BIDS FOR: **6th Avenue Pump Station and Riverbank Sewer Project
City of Manistee**

TAKEN ON: **3/15/2016**

BIDDERS>>>

Item No.	Estimated Quantity	Unit	Description	Jackson-Merkey Contractors		Grand River Construction		Milbocker & Sons, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Miscellaneous									
1.	1	Lump Sum	Mobilization and Demobilization (Maximum 5% of base bid amount)	\$105,000.00	\$ 105,000.00	\$109,132.00	\$ 109,132.00	\$110,000.00	\$ 110,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control (SESC measures including turbidity curtain)	\$18,900.00	\$ 18,900.00	\$25,079.00	\$ 25,079.00	\$15,000.00	\$ 15,000.00
3.	1	Lump Sum	Site Clearing	\$33,100.00	\$ 33,100.00	\$27,085.00	\$ 27,085.00	\$45,000.00	\$ 45,000.00
4.	1	Lump Sum	Temporary Bypass Pumping	\$35,500.00	\$ 35,500.00	\$65,785.00	\$ 65,785.00	\$75,000.00	\$ 75,000.00
5.	1	Lump Sum	Site Grading, Restoration, Topsoil, Seed, and Mulch	\$25,200.00	\$ 25,200.00	\$28,411.00	\$ 28,411.00	\$75,000.00	\$ 75,000.00
6.	1	Lump Sum	Landscaping	\$4,870.00	\$ 4,870.00	\$11,526.00	\$ 11,526.00	\$10,000.00	\$ 10,000.00
7.	1	Lump Sum	Parking Lot Seal Coating	\$4,530.00	\$ 4,530.00	\$4,380.00	\$ 4,380.00	\$3,500.00	\$ 3,500.00
8.	1	Lump Sum	Guard Rail, Type B, Salvage and Replace	\$3,660.00	\$ 3,660.00	\$4,034.00	\$ 4,034.00	\$5,000.00	\$ 5,000.00
Pump Station, Exist Pump Station Modifications, and Force Main (Excluding HDD).									
9.	1	Lump Sum	Demolition, Site	\$7,470.00	\$ 7,470.00	\$10,373.00	\$ 10,373.00	\$35,000.00	\$ 35,000.00
10.	1	Lump Sum	Demolition, Existing Structures Demolition and Modifications (Existing pump station, wet well, and valve vault)	\$39,700.00	\$ 39,700.00	\$13,170.00	\$ 13,170.00	\$30,000.00	\$ 30,000.00
11.	1	Lump Sum	Demolition, Equipment Removal and Demolition (Existing pump station equipment, piping, and valves)	\$15,300.00	\$ 15,300.00	\$2,305.00	\$ 2,305.00	\$10,000.00	\$ 10,000.00
12.	1	Lump Sum	Sewer Abandonment (100' +/- of 12" Sanitary Sewer)	\$4,900.00	\$ 4,900.00	\$4,495.00	\$ 4,495.00	\$3,000.00	\$ 3,000.00
13.	25	Lft	Sanitary Sewer, 15 Inch	\$245.00	\$ 6,125.00	\$198.24	\$ 4,956.00	\$250.00	\$ 6,250.00
14.	20	Lft	Storm Sewer , 12 Inch	\$225.00	\$ 4,500.00	\$161.35	\$ 3,227.00	\$75.00	\$ 1,500.00
15.	1	Each	Tap Existing Manhole - 15" Sewer	\$2,430.00	\$ 2,430.00	\$1,153.00	\$ 1,153.00	\$1,700.00	\$ 1,700.00
16.	1	Each	Tap Existing Manhole with Internal Drop - 10" Force Main	\$3,190.00	\$ 3,190.00	\$2,190.00	\$ 2,190.00	\$3,800.00	\$ 3,800.00
17.	150	Ton	HMA, Minimum 3 1/2" Depth / Match Existing	\$220.00	\$ 33,000.00	\$188.34	\$ 28,251.00	\$165.00	\$ 24,750.00
18.	800	Sq. Yard	22A Aggregate Base, 8" Depth, CIP	\$21.50	\$ 17,200.00	\$12.97	\$ 10,376.00	\$16.00	\$ 12,800.00

BIDS FOR: **6th Avenue Pump Station and Riverbank Sewer Project
City of Manistee**

TAKEN ON: **3/15/2016**

BIDDERS>>>

Item No.	Estimated Quantity	Unit	Description	Jackson-Merkey Contractors		Grand River Construction		Milbocker & Sons, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
19.	1	Lump Sum	Installaton of New Pumps and Appurtenances (Pumps and appurtenances provided by the City)	\$17,900.00	\$ 17,900.00	\$18,268.00	\$ 18,268.00	\$15,000.00	\$ 15,000.00
20.	190	Lin. Ft	10" Force Main - Open Excavation	\$99.00	\$ 18,810.00	\$265.00	\$ 50,350.00	\$175.00	\$ 33,250.00
21.	1	Each	New Flow Meter Chamber (Structure, process piping, fittings, valves, and appurtenances)	\$17,000.00	\$ 17,000.00	\$16,182.00	\$ 16,182.00	\$15,000.00	\$ 15,000.00
22.	2	Each	Air-Vacuum Release Manhole (Structure, process piping, fittings, valves, and appurtenances)	\$29,900.00	\$ 59,800.00	\$25,184.00	\$ 50,368.00	\$15,000.00	\$ 30,000.00
23.	1	Lump Sum	Process Piping and and Valve Work (Wet well, valve vault, and site)	\$37,400.00	\$ 37,400.00	\$27,144.00	\$ 27,144.00	\$75,000.00	\$ 75,000.00
24.	1	Lump Sum	Concrete Work, including Concrete Retaining Walls	\$65,000.00	\$ 65,000.00	\$59,928.00	\$ 59,928.00	\$80,000.00	\$ 80,000.00
25.	1	Lump Sum	Metal Work	\$7,960.00	\$ 7,960.00	\$6,224.00	\$ 6,224.00	\$6,500.00	\$ 6,500.00
26.	1	Lump Sum	Allowance: Electrical Contractor/Instrumentation Control System Integrator	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00
27.	1	Lump Sum	Painting and Coatings	\$52,400.00	\$ 52,400.00	\$31,119.00	\$ 31,119.00	\$40,000.00	\$ 40,000.00
28.	1	Lump Sum	Force Main Abandonment, 8" Force Main (Flush and Bulkhead(2))	\$9,800.00	\$ 9,800.00	\$6,915.00	\$ 6,915.00	\$5,000.00	\$ 5,000.00
Horizontal Direction Drilling (HDD)									
29.	1	Lump Sum	Traffic Control	\$6,290.00	\$ 6,290.00	\$5,763.00	\$ 5,763.00	\$35,000.00	\$ 35,000.00
30.	1	Lump Sum	Horizontal Directinal Drilling - 10" Force Main (Approximately 910 Lin. Ft.)	\$250,000.00	\$ 250,000.00	\$209,950.00	\$ 209,950.00	\$450,000.00	\$ 450,000.00
Sheetpile SeaWall and Tieback Wall									
31.	1	Lump Sum	Sheet Pile Removal	\$12,150.00	\$ 12,150.00	\$1,153.00	\$ 1,153.00	\$2,500.00	\$ 2,500.00
32.	1	Allowance	Locate DTE Gas Main Crossing, 6-Inch HP	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
33.	1	Lump Sum	Sheet Piling Seawall with Cap and Walers (Approximately 19,740 Sq. Ft.)	\$724,500.00	\$ 724,500.00	\$822,575.00	\$ 822,575.00	\$650,000.00	\$ 650,000.00
34.	2	Each	Connect to Existing Sea Wall	\$9,495.00	\$ 18,990.00	\$1,383.00	\$ 2,766.00	\$5,500.00	\$ 11,000.00

BIDS FOR: **6th Avenue Pump Station and Riverbank Sewer Project
City of Manistee**

TAKEN ON: **3/15/2016**

BIDDERS>>>

Item No.	Estimated Quantity	Unit	Description	Jackson-Merkey Contractors		Grand River Construction		Milbocker & Sons, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
35.	1	Lump Sum	Sheet Piling Tie Back Wall, Tie backs & Appurtenances (Approximately 5,505 Sq. Ft.; 45 tiebacks +/-)	\$74,750.00	\$ 74,750.00	\$246,073.00	\$ 246,073.00	\$280,000.00	\$ 280,000.00
36.	2	Each	Storm Sewer Penetration through Seawall	\$8,000.00	\$ 16,000.00	\$2,305.00	\$ 4,610.00	\$2,000.00	\$ 4,000.00
37.	3	Each	Sanitary Sewer Penetration through steel sheeting	\$2,360.00	\$ 7,080.00	\$2,305.00	\$ 6,915.00	\$1,500.00	\$ 4,500.00
<u>Riverbank Sanitary Sewer</u>									
38.	1	Lump Sum	Sanitary Sewer and Manhole Removal (Approximatley 350 Lin. Ft.; 1 manhole structure)	\$11,800.00	\$ 11,800.00	\$18,960.00	\$ 18,960.00	\$15,000.00	\$ 15,000.00
39.	1	Lump Sum	Sewer Abandonment (90' +/- of 12" Sanitary Sewer)	\$9,440.00	\$ 9,440.00	\$4,610.00	\$ 4,610.00	\$2,000.00	\$ 2,000.00
40.	1	Lump Sum	Excavation, Organic Soils (Approximatley 400 Cu. Yard)	\$52,000.00	\$ 52,000.00	\$8,990.00	\$ 8,990.00	\$40,000.00	\$ 40,000.00
41.	60	Lft	Storm Sewer, 12 Inch	\$84.50	\$ 5,070.00	\$58.00	\$ 3,480.00	\$33.00	\$ 1,980.00
42.	1	Each	Storm Sewer Manhole, 48 Inch	\$6,380.00	\$ 6,380.00	\$5,878.00	\$ 5,878.00	\$2,700.00	\$ 2,700.00
43.	400	Lft	Sanitary Sewer, 15 Inch	\$240.00	\$ 96,000.00	\$75.78	\$ 30,312.00	\$75.00	\$ 30,000.00
44.	30	Lft	Steel Encasement Pipe, 24 Inch	\$415.00	\$ 12,450.00	\$1,037.00	\$ 31,110.00	\$300.00	\$ 9,000.00
45.	4	Each	Sanitary Sewer Manhole, 48 Inch	\$7,650.00	\$ 30,600.00	\$3,601.75	\$ 14,407.00	\$4,500.00	\$ 18,000.00
46.	1	Lump Sum	Granular Backfill, CIP (Approximatley 2,000 Cu. Yard)	\$60,300.00	\$ 60,300.00	\$44,950.00	\$ 44,950.00	\$60,000.00	\$ 60,000.00
TOTAL BID:					\$ 2,152,445.00		\$ 2,192,928.00		\$ 2,490,730.00

ADDENDUM NO. 3 (Pre-Award)

TO: Davis Construction
FROM: Brian House
DATE: March 28, 2016 PROJECT NO. 12092413-021
RE: 6th Avenue Pump Station and Riverbank Sewer Project
City of Manistee, Michigan

The following items have been addressed as a result of contractor negotiations prior to contract award. **A signed Addendum No. 3 shall be included in the contract documents.**

Unit prices on the bid form were modified by Davis Construction after discussion with the City and the Engineer to determine where cost savings could be made. As part of this process, Davis reviewed all of the project pay items and reallocated costs as shown on the attached unit bid pricing spreadsheet. This review resulted in overall project cost savings. These cost savings are the result of sharing some responsibilities with the City, evaluating sub-contractor pricing and design changes to the proposed steel sheet pile wall.

Changes to the project include:

- Temporary Bypass Pumping: Davis Construction will utilize the City's bypass pump. The City will monitor bypass pumping on weekends and holidays. Davis will install the bypass pumping system, including cellular monitoring equipment. Davis will supply a standby bypass pump.
- Traffic Control: City of Manistee will perform all traffic control for the project.
- Reduction in sea wall and tieback wall sheeting depth, waler size, and tieback size. (Contingent upon USACE approval)
- Reduction in quantity of Excavation, Organic Soils and Granular Backfill, CIP.

DRAWINGS

1. Sheet 16 of 22 – Bottom of wall on the sea wall elevation profile was changed to elev. 549.5.
2. Sheet 17 of 22 – Elevation of pile tip has changed to 549.50. Proposed sheet pile tieback wall length was changed.
3. Sheet 19 of 22 – On the typical sheet pile wall system plan view, the walers changed to C12x30. On the typical sheet pile wall section, the sheet pile tip changed to 549.50. The tieback wall changed to 10 ft. length. The tieback rods changed to #14 threaded bars. The walers on the sheet pile wall and tieback wall changed to C12x30.

Please sign the Acknowledgement below, and return to Spicer Group to be included in the Contract Documents.

ACKNOWLEDGMENT OF ADDENDUM NO. 3 (Pre-Award)

Pete Miller

(Signature)

DAVIS CONSTRUCTION INC.

(Name of Company)

PROJECT: **6th Avenue Pump Station and Riverbank Sewer Project**
City of Manistee
Unit Bid Pricing
REVISIED: **3/28/2016**

Davis Construction 3/28/16

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount	Change from Original Bid
<u>Miscellaneous</u>						
1.	1	Lump Sum	Mobilization and Demobilization (Maximum 5% of base bid amount)	<u>\$105,600.00</u>	<u>\$ 105,600.00</u>	\$ 8,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control (SESC measures including turbidity curtain)	<u>\$15,000.00</u>	<u>\$ 15,000.00</u>	\$ (13,080.00)
3.	1	Lump Sum	Site Clearing	<u>\$29,375.00</u>	<u>\$ 29,375.00</u>	\$ 3,475.00
4.	1	Lump Sum	Temporary Bypass Pumping	<u>\$48,000.00</u>	<u>\$ 48,000.00</u>	\$ (17,000.00)
5.	1	Lump Sum	Site Grading, Restoration, Topsoil, Seed, and Mulch	<u>\$15,815.00</u>	<u>\$ 15,815.00</u>	\$ (30,985.00)
6.	1	Lump Sum	Landscaping	<u>\$15,000.00</u>	<u>\$ 15,000.00</u>	\$ -
7.	1	Lump Sum	Parking Lot Seal Coating	<u>\$7,500.00</u>	<u>\$ 7,500.00</u>	\$ -
8.	1	Lump Sum	Guard Rail, Type B, Salvage and Replace	<u>\$4,375.00</u>	<u>\$ 4,375.00</u>	\$ (6,365.00)
<u>Pump Station, Exist Pump Station Modifications, and Force Main (Excluding HDD)</u>						
9.	1	Lump Sum	Demolition, Site	<u>\$11,250.00</u>	<u>\$ 11,250.00</u>	\$ (2,910.00)
10.	1	Lump Sum	Demolition, Existing Structures Demolition and Modification (Existing pump station, wet well, and valve vault)	<u>\$17,500.00</u>	<u>\$ 17,500.00</u>	\$ 10,340.00
11.	1	Lump Sum	Demolition, Equipment Removal and Demolition (Existing pump station equipment, piping, and valves)	<u>\$15,000.00</u>	<u>\$ 15,000.00</u>	\$ 11,420.00
12.	1	Lump Sum	Sewer Abandonment (100' +/- of 12" Sanitary Sewer)	<u>\$4,875.00</u>	<u>\$ 4,875.00</u>	\$ (2,985.00)
13.	25	Lft	Sanitary Sewer, 15 Inch	<u>\$215.00</u>	<u>\$ 5,375.00</u>	\$ (3,075.00)
14.	20	Lft	Storm Sewer , 12 Inch	<u>\$175.00</u>	<u>\$ 3,500.00</u>	\$ (4,700.00)
15.	1	Each	Tap Existing Manhole - 15" Sewer	<u>\$1,250.00</u>	<u>\$ 1,250.00</u>	\$ 105.00
16.	1	Each	Tap Existing Manhole with Internal Drop - 10" Force Main	<u>\$2,375.00</u>	<u>\$ 2,375.00</u>	\$ (3,340.00)
17.	150	Ton	HMA, Minimum 3 1/2" Depth / Match Existing	<u>\$165.00</u>	<u>\$ 24,750.00</u>	\$ -
18.	800	Sq. Yard	22A Aggregate Base, 8" Depth, CIP	<u>\$14.75</u>	<u>\$ 11,800.00</u>	\$ (8,200.00)
19.	1	Lump Sum	Installaton of New Pumps and Appurtenances (Pumps and appurtenances provided by the City)	<u>\$19,815.00</u>	<u>\$ 19,815.00</u>	\$ 10,540.00

PROJECT: **6th Avenue Pump Station and Riverbank Sewer Project**
City of Manistee
Unit Bid Pricing
REVISSED: **3/28/2016**

Davis Construction 3/28/16

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount	Change from Original Bid
20.	190	Lin. Ft	10" Force Main - Open Excavation	\$195.00	\$ 37,050.00	\$ 15,200.00
21.	1	Each	New Flow Meter Chamber (Structure, process piping, fittings, valves, and appurtenances)	\$17,550.00	\$ 17,550.00	\$ 2,100.00
22.	2	Each	Air-Vacuum Release Manhole (Structure, process piping, fittings, valves, and appurtenances)	\$27,315.00	\$ 54,630.00	\$ 10,630.00
23.	1	Lump Sum	Process Piping and and Valve Work (Wet well, valve vault, and site)	\$27,500.00	\$ 27,500.00	\$ (6,000.00)
24.	1	Lump Sum	Concrete Work, including Concrete Retaining Walls	\$29,750.00	\$ 29,750.00	\$ 5,800.00
25.	1	Lump Sum	Metal Work	\$6,750.00	\$ 6,750.00	\$ 750.00
26.	1	Lump Sum	Allowance: Electrical Contractor/Instrumentation Control System Integrator	\$98,000.00	\$98,000.00	\$ -
27.	1	Lump Sum	Painting and Coatings	\$10,000.00	\$ 10,000.00	\$ (40,000.00)
28.	1	Lump Sum	Force Main Abandonment, 8" Force Main (Flush and Bulkhead(2))	\$7,250.00	\$ 7,250.00	\$ (1,410.00)
<u>Horizontal Direction Drilling (HDD)</u>						
29.	1	Lump Sum	Traffic Control	\$0.00	\$ -	\$ (5,000.00)
30.	1	Lump Sum	Horizontal Directinal Drilling - 10" Force Main (Approximately 910 Lin. Ft.)	\$286,550.00	\$ 286,550.00	\$ -
<u>Sheetpile SeaWall and Tieback Wall</u>						
31.	1	Lump Sum	Sheet Pile Removal	\$2,100.00	\$ 2,100.00	\$ -
32.	1	Allowance	Locate DTE Gas Main Crossing, 6-Inch HP	\$10,000.00	\$ 10,000.00	\$ -
33.	1	Lump Sum	Sheet Piling Seawall with Cap and Walers (Approximately 14,891 Sq. Ft.)	\$531,450.00	\$ 531,450.00	\$ (51,450.00)
34.	2	Each	Connect to Existing Sea Wall	\$3,300.00	\$ 6,600.00	\$ -
35.	1	Lump Sum	Sheet Piling Tie Back Wall, Tie backs & Appurtenances (Approximately 3,655 Sq. Ft.; 45 tiebacks +/-)	\$120,350.00	\$ 120,350.00	\$ (29,150.00)
36.	2	Each	Storm Sewer Penetration through Seawall	\$1,500.00	\$ 3,000.00	\$ (5,600.00)
37.	3	Each	Sanitary Sewer Penetration through steel sheeting	\$3,125.00	\$ 9,375.00	\$ (3,525.00)

PROJECT:

6th Avenue Pump Station and Riverbank Sewer Project

City of Manistee

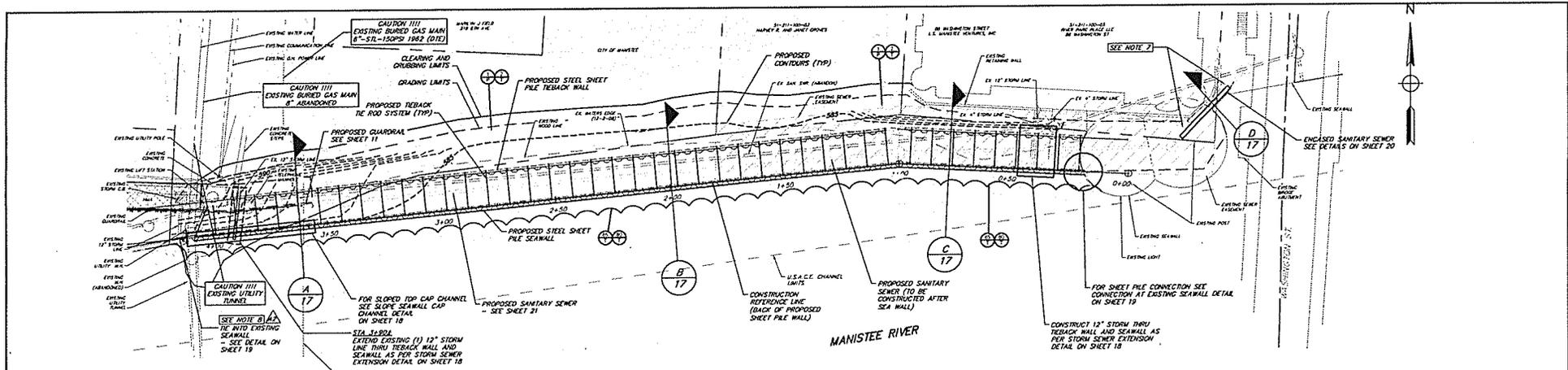
Unit Bid Pricing

REVISED:

3/28/2016

Davis Construction 3/28/16

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount	Change from Original Bid
<u>Riverbank Sanitary Sewer</u>						
38.	1	Lump Sum	Sanitary Sewer and Manhole Removal (Approximatley 350 Lin. Ft.; 1 manhole structure)	<u>\$20,565.00</u>	<u>\$ 20,565.00</u>	\$ 4,745.00
39.	1	Lump Sum	Sewer Abandonment (90' +/- of 12" Sanitary Sewer)	<u>\$4,750.00</u>	<u>\$ 4,750.00</u>	\$ 670.00
40.	1	Lump Sum	Excavation, Organic Soils (Approximatley 400 Cu. Yard)	<u>\$11,875.00</u>	<u>\$ 11,875.00</u>	\$ (32,765.00)
41.	60	Lft	Storm Sewer, 12 Inch	<u>\$62.50</u>	<u>\$ 3,750.00</u>	\$ 750.00
42.	1	Each	Storm Sewer Manhole, 48 Inch	<u>\$4,875.00</u>	<u>\$ 4,875.00</u>	\$ 1,725.00
43.	400	Lft	Sanitary Sewer, 15 Inch	<u>\$68.50</u>	<u>\$ 27,400.00</u>	\$ 4,200.00
44.	30	Lft	Steel Encasement Pipe, 24 Inch	<u>\$286.00</u>	<u>\$ 8,580.00</u>	\$ -
45.	4	Each	Sanitary Sewer Manhole, 48 Inch	<u>\$4,535.00</u>	<u>\$ 18,140.00</u>	\$ (1,420.00)
46.	1	Lump Sum	Granular Backfill, CIP (Approximatley 2,000 Cu. Yard)	<u>\$57,000.00</u>	<u>\$ 57,000.00</u>	\$ (50,900.00)
TOTAL BID:					<u>\$ 1,772,995.00</u>	\$ (229,410.00)



PLAN VIEW
SCALE: 1" = 20'-0"

CONSTRUCTION NOTES:

1. CONSTRUCT PROPOSED SEA WALL OVER EXISTING UTILITY TUNNEL. COORDINATE OBSERVATION OF UTILITY TUNNEL DURING SEA WALL INSTALLATION TO CONFIRM STRUCTURAL INTEGRITY OF THE TUNNEL DURING SEA WALL CONSTRUCTION.
2. ASSURED DEPTH OF GAS MAIN AT SEA WALL CONSTRUCTION. CONFIRM ELEVATION OF GAS MAIN IN FIELD DURING EXCAVATION. CURRENT DEPTH IS UNKNOWN OF EXISTING GAS MAIN. REPORT ELEVATION TO GAS UTILITY OWNER AND ENGINEER AND COORDINATE OPTIONS TO ACCOMMODATE THE GAS MAIN THROUGH THE SEA WALL. REFER TO SPECIFICATION SECTION 01000 FOR GAS MAIN UTILITY LOCATION PLAN VIEW.
3. STOPPED SEA WALL BOTTOM TO AVOID UTILITY TUNNEL. REFER TO PROFILE ON THIS SHEET PILE BOTTOM ELEVATIONS.
4. PROPOSED SEA WALL TRANSITION FROM TOP OF WALL 584.3 TO 588.0. REFER TO SHEET 18 FOR DETAILS.
5. WATER LEVEL ELEVATIONS:
100-YEAR FLOOD PLAN ELEVATION 581.55 (NAVD83)
584.00 (NGVD83)
583.21 (IGLD85)
ORDINARY HIGH WATER MARK (OHWM) 581.81 (NAVD83)
580.50 (IGLD85)
LOW WATER DEPTH (LWD) 577.81 (NAVD83)
579.50 (IGLD85)
WATER SURFACE ELEVATION (WSEL) 578.71 (NAVD83)
578.40 (IGLD85)
6. SHORT SHEET PILING FOR SEA WALL MAY BE REQUIRED DEPENDING ON DEPTH OF GAS MAIN. IF SHORT SHEETS ARE REQUIRED, MAINTAIN A 4 FT VERTICAL AND 4 FT HORIZONTAL CLEARANCE AROUND GAS MAIN. CONFIRM HORIZONTAL AND VERTICAL CLEARANCES WITH ENGINEER AND GAS UTILITY OWNER. IN SHORT SHEET PILES USE C-CHANNEL STEEL STIFFENERS BETWEEN SHEET AS APPROVED BY ENGINEER FOR ADDITIONAL SEA WALL SUPPORT.
7. CONTRACTOR TO SUPPORT/SHORE EXISTING CONCRETE RETAINING WALL DURING INSTALLATION OF STEEL CASING AND SANITARY SEWER. CONTRACTOR SHALL PROVIDE SUPPORT/SHORING PLAN TO ENGINEER PRIOR TO COMMENCING WORK.
8. DEMOLISH EXISTING SHEET PILE WALL AS NECESSARY TO ESTABLISH A Viable CONNECTION TO THE EXISTING SHEET PILE WALL ON THE PROPOSED ADJUNCTION. FIELD VERIFY AND ORDER APPROPRIATE SHEETING AND/OR MANUFACTURED FITTINGS TO MAKE CONNECTION TO PROPOSED WALL. PROVIDE SHOP DRAWINGS FOR ENGINEER'S APPROVAL.

BENCHMARKS (NAVD 88):

- BM #1 - RIVERBANK
N = 345284.76 E = 1917223.88
TOP OF CONCRETE MONUMENT - SE CORNER OF PARCEL # 51-211-100-05
ELEV = 584.03'
- BM #2 - 6TH AVE LIFT STATION
N = 345890.38 E = 19171706.32
PK NAIL IN TOP OF WOOD GUARDRAIL POST, 1 POST WEST FROM EAST END OF GUARDRAIL ON ACCESS DRIVE TO CURRENT 6TH AVE LIFT STATION.
ELEV = 583.16'

BY	DATE	REVISIONS
BOY	3/25/16	ADDENDUM NO. 3
ALB	3/27/16	ADDENDUM NO. 2
ACE	2/18/16	ADDENDUM NO. 1
ACE	2/18/16	ISSUED FOR BIDS
ACE	2/27/16	USUAL/NOISE PERMIT RESPONSE
ACE	2/27/16	SOB REVIEW SET
ACE	1/29/16	NOISE PERMIT REVIEW

THE WORK REPRESENTED BY THIS DRAWING WAS DEVELOPED BY THE ENGINEER FOR THIS PROJECT AND HAS BEEN REVIEWED AND APPROVED BY THE ENGINEER WITH THE CONDITIONS PRESENT AT THE TIME THIS DESIGN WAS DONE. THE ENGINEER'S DESIGN AND SEAL ARE VALID ONLY FOR THE PROJECT, LOCATION, SCOPE, AND PURPOSE.

6TH AVE PUMP STATION & RIVERBANK SEWER CITY OF MANISTEE, MICHIGAN

RIVERBANK SHEET PILE PLAN 0+00 TO 1+00

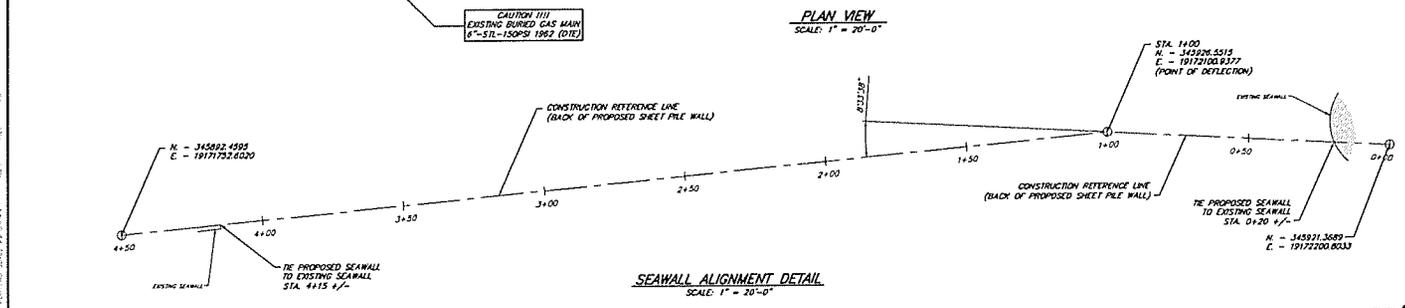
OFFICE LOCATIONS
SOUTHFIELD, MI
ST. JOHNS, MI
DANVILLE, MI
ATLANTA, GA

Spicer Group

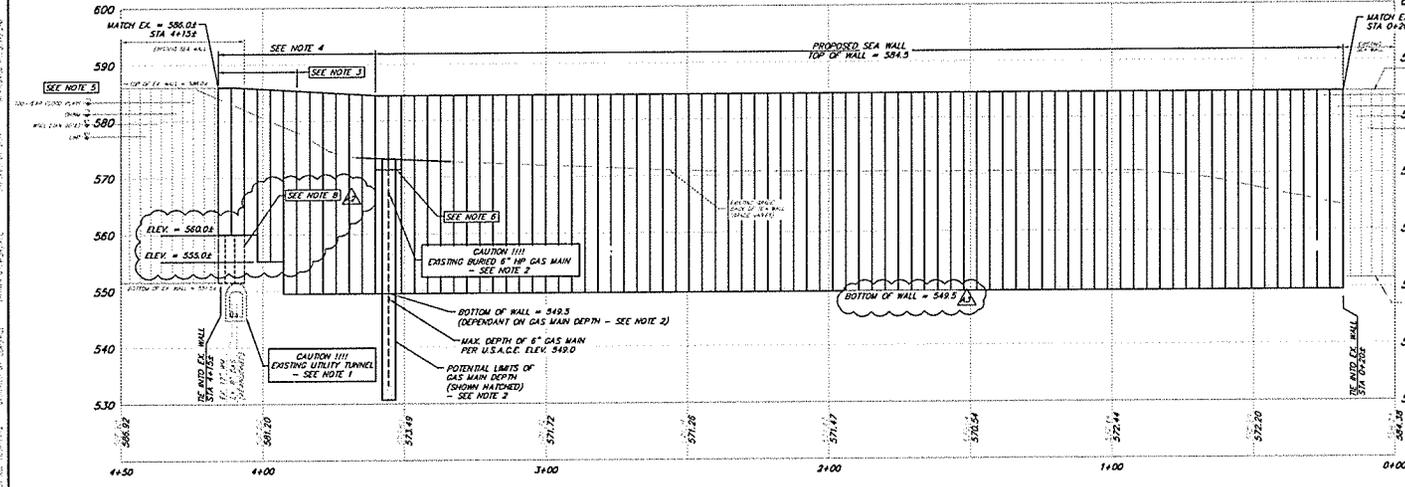
MANISTEE OFFICE
103 BOW STREET
MANISTEE, MI 49829
TEL: 517-704-5830
WWW.SPICERGROUP.COM

DESIGNED BY: BOW/ACE CH. BY: BOW
DRAWN BY: BOW/ACE APP. BY: BOW/ACE
PROJECT NO. 1200924502013

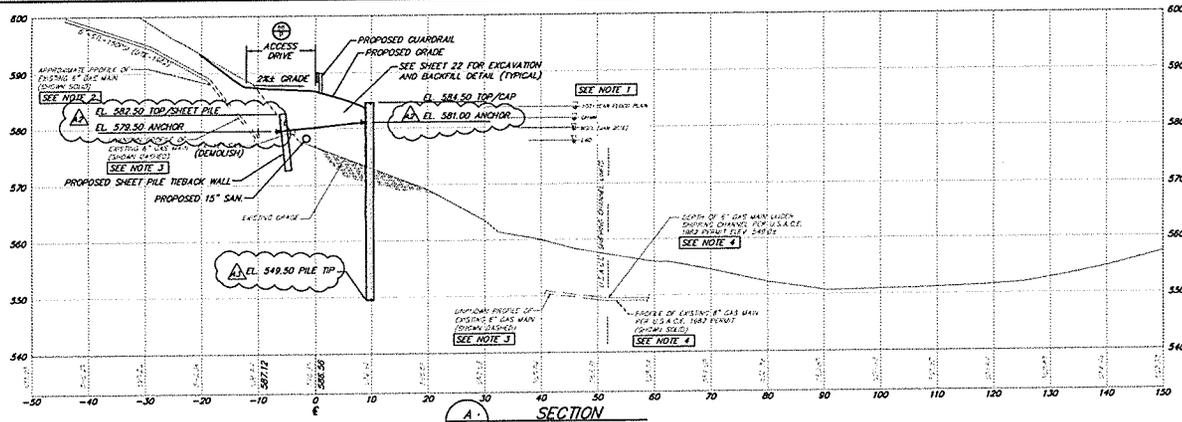
SIDS: SHEET 16 OF 22
DATE: JAN. 2016 FILE NO.
SCALE: AS SHOWN 105-103B-16



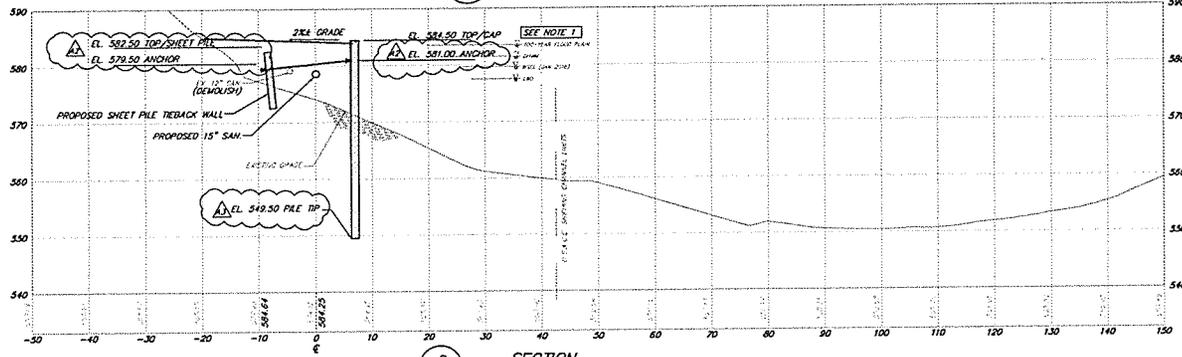
SEAWALL ALIGNMENT DETAIL
SCALE: 1" = 20'-0"



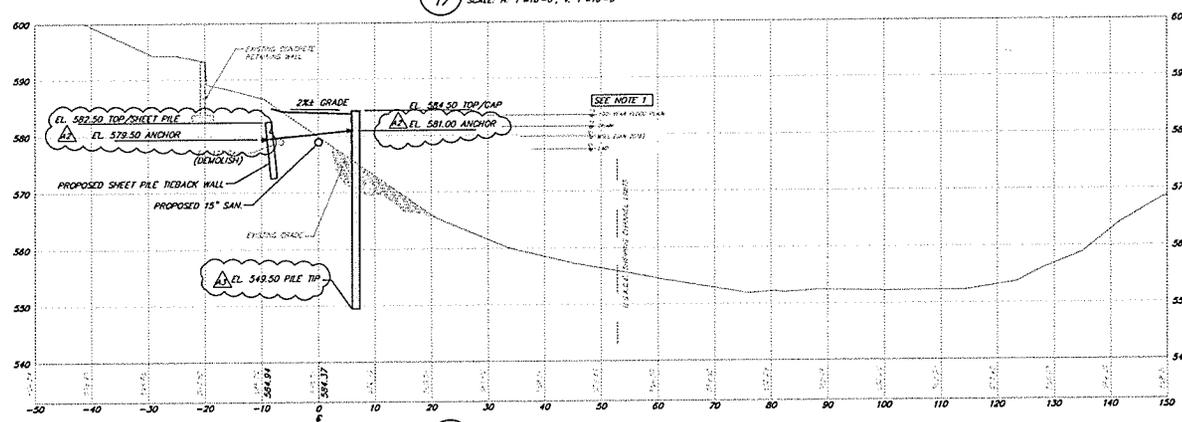
SEAWALL ELEVATION PROFILE
SCALE: 1/4" = 20'-0", V (1" = 10'-0")



SECTION A-17 SCALE: H 1"=10'-0", V 1"=10'-0"



SECTION B-17 SCALE: H 1"=10'-0", V 1"=10'-0"



SECTION C-17 SCALE: H 1"=10'-0", V 1"=10'-0"

CONSTRUCTION NOTES:

- WATER LEVEL ELEVATIONS:**

100-YEAR FLOOD PLAIN ELEVATION	583.55 (NAVD83)
	584.00 (NOV03)
ORDINARY HIGH WATER MARK (OHWM)	583.21 (IGLD85)
	583.81 (NAVD83)
LOW WATER DEPTH (LWD)	581.50 (IGLD85)
	572.81 (NAVD83)
WATER SURFACE ELEVATION (WSEL)	579.71 (NAVD83)
(JAN 2016)	579.40 (IGLD85)
- LOCATION AND DEPTH OF GAS MAIN IS BASED ON LOCATIONS OBTAINED BY TRANSMISSION FROM UTILITY LOCATION CONTRACTOR. DEPTH OF GAS MAIN IS APPROPRIATE AND IS SHOWN FOR REFERENCE. CONTRACTOR SHALL VERIFY DEPTH OF GAS MAIN PRIOR TO CONSTRUCTION.
- CURRENT ELEVATION OF GAS MAIN IN FIELD DURING EXCAVATION. CURRENT DEPTH IS UNKNOWN OF EXISTING GAS MAIN. REFER TO GAS UTILITY OWNER AND ENGINEER AND COORDINATE OPTIONS TO ACCOMMODATE THE GAS MAIN THROUGH THE SEA WALL. REFER TO SPEC SECTION 012000 FOR ALLOWANCE GAS MAIN LOCATION PAY ITEM.
- ELEVATIONS AND PROFILE OF GAS MAIN IS BASED ON 1982 U.S.A.C.E. WORK PERMIT #81-45-2.

REV	DATE	DESCRIPTION
A	3/23/16	ADDENDUM NO. 3
A	3/23/16	ADDENDUM NO. 2
A	2/28/16	ADDENDUM NO. 1
1	2/23/16	ISSUE FOR BIDS
1	2/23/16	LOGIC/AGCD PERMIT RESPONSE
1	1/27/16	ISS PERMIT SET
1	1/23/16	AGCD PERMIT REVIEW

THE WORK REPRESENTED BY THIS DRAWING WAS OBTAINED BY THE ENGINEER FROM THE CITY OF MANISTEE AND THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION OR DEPTH OF GAS MAIN.

6TH AVE PUMP STATION & RIVERBANK SEWER
CITY OF MANISTEE, MICHIGAN

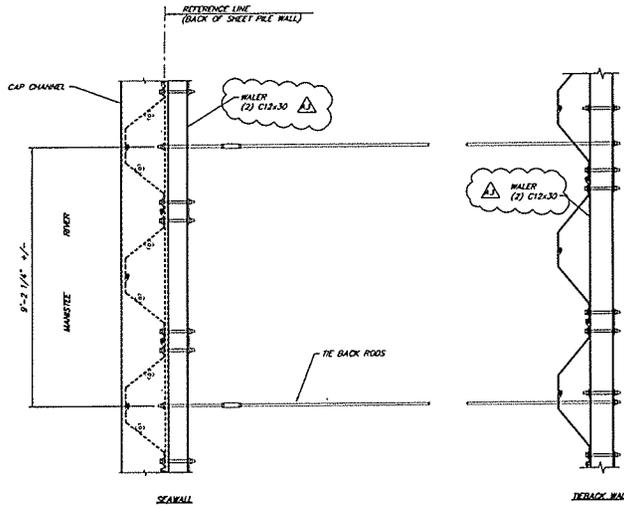
**RIVERBANK SEWER
SHEET PILE SECTIONS**

OFFICE LOCATIONS
Spicer group
 303 River Street
 St. Joseph, MI 49780
 231-754-9630
 Manistee, MI
 Atlanta, GA

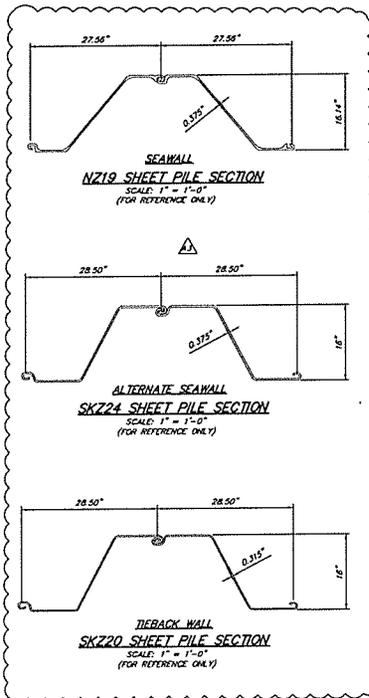
MANISTEE OFFICE
 303 River Street
 Manistee, MI 49780
 Tel: 231-754-9630
 www.SpicerGroup.com

DE. BY: BOH/ACE CH. BY: BOH
 DR. BY: BOH/ACE NTP. BY: BOH/SPM
 STDS. -- SHEET 17 OF 22
 DATE: JAN, 2016 FILE NO.
 SCALE: AS SHOWN WDS-1038-17

DATE PLOTTED: 1/20/16 10:58 AM
 PLOTTER: HP DesignJet T1200
 PLOT SCALE: 1"=10'-0"
 PLOT SHEET: 17 OF 22
 PLOT FILE: WDS-1038-17.dwg
 PLOTTER: HP DesignJet T1200
 PLOT SCALE: 1"=10'-0"
 PLOT SHEET: 17 OF 22
 PLOT FILE: WDS-1038-17.dwg



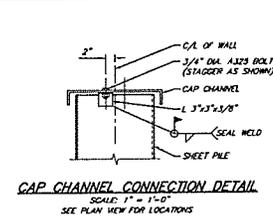
TYPICAL SHEET PILE WALL SYSTEM - PLAN VIEW
SCALE: 1/2" = 1'-0"



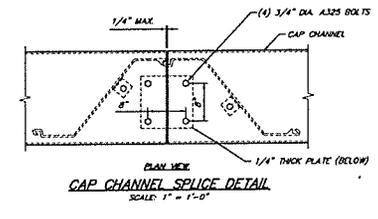
SEAWALL
NZ19 SHEET PILE SECTION
SCALE: 1" = 1'-0"
(FOR REFERENCE ONLY)

ALTERNATE SEAWALL
SK724 SHEET PILE SECTION
SCALE: 1" = 1'-0"
(FOR REFERENCE ONLY)

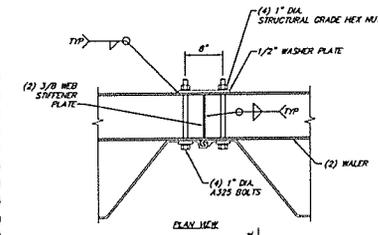
TIEBACK WALL
SK220 SHEET PILE SECTION
SCALE: 1" = 1'-0"
(FOR REFERENCE ONLY)



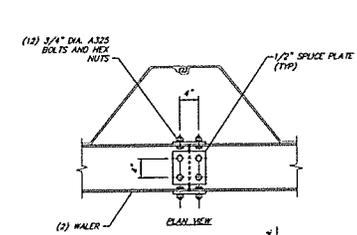
CAP CHANNEL CONNECTION DETAIL
SCALE: 1" = 1'-0"
SEE PLAN VIEW FOR LOCATIONS



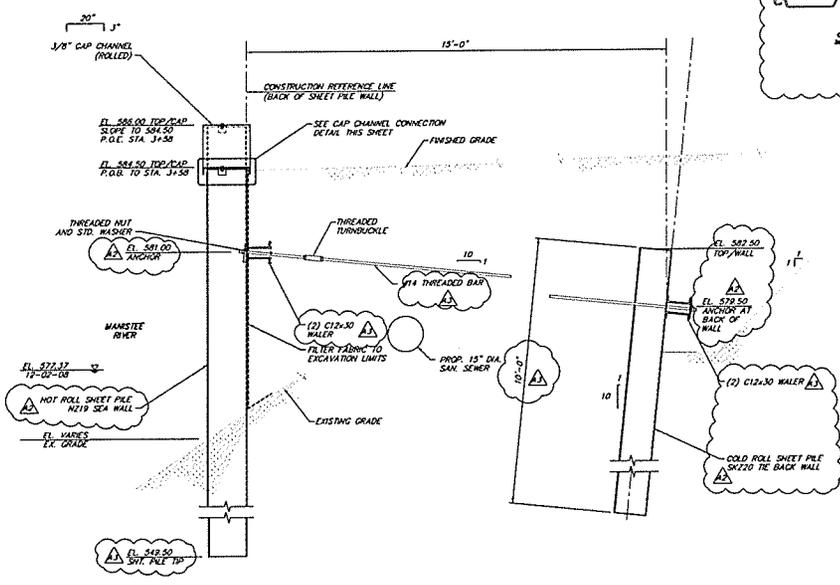
CAP CHANNEL SPLICE DETAIL
SCALE: 1" = 1'-0"



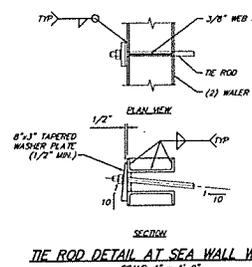
WALER CONNECTION TO SEAWALL AND TIE BACK WALL
SCALE: 1" = 1'-0"



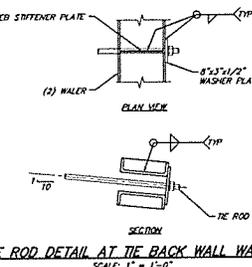
WALER SPLICE DETAIL
SCALE: 1" = 1'-0"



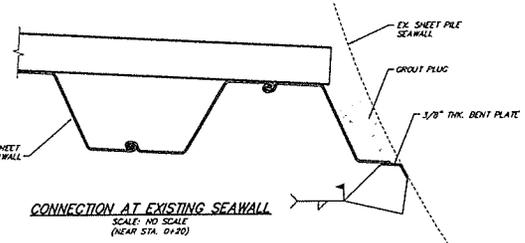
TYPICAL SHEET PILE WALL SECTION
SCALE: 1/2" = 1'-0"



TIE ROD DETAIL AT SEA WALL WALER
SCALE: 1" = 1'-0"



TIE ROD DETAIL AT TIE BACK WALL WALER
SCALE: 1" = 1'-0"



CONNECTION AT EXISTING SEAWALL
SCALE: NO SCALE
(NEAR STA. 01+30)

REV.	BY	DATE	DESCRIPTION
1	BOY	1/25/18	ISSUED FOR BIDS
2	BOY	2/28/18	ISSUED FOR BIDS
3	BOY	3/27/18	ISSUED FOR BIDS
4	BOY	12/27/18	ISSUED FOR BIDS
5	BOY	12/27/18	ISSUED FOR BIDS
6	BOY	12/27/18	ISSUED FOR BIDS

PROJECT NO.	1120092450201.3
DATE	JAN. 2018
SCALE	AS SHOWN

6TH AVE PUMP STATION & RIVERBANK SEWER CITY OF MANISTEE, MICHIGAN
SHEET PILE DETAILS

OFFICE LOCATIONS: SPICER GROUP 2500 W. GRAND AVENUE BENTON HARBOR, MI 49007		ST. JOHN'S OFFICE 1400 ZION DRIVE ST. JOHN'S, MI 49781 TEL: 909-724-2325 FAX: 909-724-2327 www.SpicerGroup.com
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DESIGNED BY: BOY/PCD	CHECKED BY: BOY	PROJECT NO.
DRAWN BY: BOY/PCD	APP. BY: BOY/SPW	1120092450201.3
STDS.		SHEET 19 OF 22
DATE	JAN. 2018	
SCALE	AS SHOWN	JDS-1038-19

NOTICE OF AWARD

Date of Issuance: April 19, 2016

Owner:	City of Manistee	Owner's Contract No.:	
Engineer:	Spicer Group, Inc.	Engineer's Project No.:	12092413-021
Project:	6 th Avenue Pump Station and Riverbank Sewer	Contract Name:	6 th Ave. Pump Station and Riverbank Sewer Project
Bidder:	Davis Construction, Inc.		
Bidder's Address:	4457 40 th St., SE Kentwood, MI 49512		

TO BIDDER:

You are notified that Owner has accepted your revised Bid dated March 28, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

6th Avenue Pump Station and Riverbank Sewer Project.

The Contract Price of the awarded Contract is: \$ 1,772,995.00.

3 unexecuted counterparts of the Agreement and Contract Documents accompany this Notice of Award.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Manistee

Authorized Signature
By: Colleen Kenny
Title: Mayor

Authorized Signature
By: Michelle Wright
Title: City Clerk

Copy: Engineer

AGREEMENT

This agreement is by and between City of Manistee (“Owner”) and
Davis Construction, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 6th Avenue Pump Station and Riverbank Sewer.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Spicer Group, Inc.

3.02 The Owner has retained Spicer Group, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times:*

A. The Work will be substantially completed on or before September 16, 2016, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2016.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Quantity	Unit	Description	Unit Price	Amount
<u>Miscellaneous</u>					
1.	1	Lump Sum	Mobilization and Demobilization (Maximum 5% of base bid amount)	<u>\$105,600.00</u>	<u>\$105,600.00</u>
2.	1	Lump Sum	Soil Erosion and Sedimentation Control (SESC measures including turbidity curtain)	<u>\$15,000.00</u>	<u>\$15,000.00</u>
3.	1	Lump Sum	Site Clearing	<u>\$29,375.00</u>	<u>\$29,375.00</u>
4.	1	Lump Sum	Temporary Bypass Pumping	<u>\$48,000.00</u>	<u>\$48,000.00</u>
5.	1	Lump Sum	Site Grading, Restoration, Topsoil, Seed, and Mulch	<u>\$15,815.00</u>	<u>\$15,815.00</u>

6.	1	Lump Sum	Landscaping	<u>\$15,000.00</u>	<u>\$15,000.00</u>
7.	1	Lump Sum	Parking Lot Seal Coating	<u>\$7,500.00</u>	<u>\$7,500.00</u>
8.	1	Lump Sum	Guard Rail, Type B, Salvage and Replace	<u>\$4,375.00</u>	<u>\$4,375.00</u>
9.	1	Lump Sum	Demolition, Site	<u>\$11,250.00</u>	<u>\$11,250.00</u>
10.	1	Lump Sum	Demolition, Existing Structures Demolition and Modifications (Existing pump station, wet well, and valve vault)	<u>\$17,500.00</u>	<u>\$17,500.00</u>
11.	1	Lump Sum	Demolition, Equipment Removal and Demolition	<u>\$15,000.00</u>	<u>\$15,000.00</u>
12.	1	Lump Sum	Sewer Abandonment (100' +/- of 12" Sanitary Sewer)	<u>\$4,875.00</u>	<u>\$4,875.00</u>
13.	25	Lft	Sanitary Sewer, 15 Inch	<u>\$215.00</u>	<u>\$5,375.00</u>
14.	20	Lft	Storm Sewer , 12 Inch	<u>\$175.00</u>	<u>\$3,500.00</u>
15.	1	Each	Tap Existing Manhole - 15" Sewer	<u>\$1,250.00</u>	<u>\$1,250.00</u>
16.	1	Each	Tap Existing Manhole with Internal Drop - 10" Force Main	<u>\$2,375.00</u>	<u>\$2,375.00</u>
17.	150	Ton	HMA, Minimum 3 1/2" Depth / Match Existing	<u>\$165.00</u>	<u>\$24,750.00</u>
18.	800	Sq. Yard	22A Aggregate Base, 8" Depth, CIP	<u>\$14.75</u>	<u>\$11,800.00</u>
19.	1	Lump Sum	Installation of New Pumps and Appurtenances (Pumps and appurtenances provided by the City)	<u>\$19,815.00</u>	<u>\$19,815.00</u>
20.	190	Lin. Ft	10" Force Main - Open Excavation	<u>\$195.00</u>	<u>\$37,050.00</u>
21.	1	Each	New Flow Meter Chamber	<u>\$17,550.00</u>	<u>\$17,550.00</u>
22.	2	Each	Air-Vacuum Release Manhole	<u>\$27,315.00</u>	<u>\$54,630.00</u>
23.	1	Lump Sum	Process Piping and Valve Work (Wet well, valve vault, and site)	<u>\$27,500.00</u>	<u>\$27,500.00</u>

24.	1	Lump Sum	Concrete Work, including Concrete Retaining Walls	<u>\$29,750.00</u>	<u>\$29,750.00</u>
25.	1	Lump Sum	Metal Work	<u>\$6,750.00</u>	<u>\$6,750.00</u>
26.	1	Lump Sum	Allowance: Electrical Contractor/Instrumentation Control System Integrator	<u>\$98,000.00</u>	<u>\$98,000.00</u>
27.	1	Lump Sum	Painting and Coatings	<u>\$10,000.00</u>	<u>\$10,000.00</u>
28.	1	Lump Sum	Force Main Abandonment, 8" Force Main (Flush and Bulkhead(2))	<u>\$7,250.00</u>	<u>\$7,250.00</u>

Horizontal Direction Drilling (HDD)

-	-	Lump Sum	Traffic Control	<u>\$0.00</u>	<u>\$0.00</u>
30.	1	Lump Sum	Horizontal Directional Drilling - 10" Force Main (Approximately 910 Lin. Ft.)	<u>\$286,550.00</u>	<u>\$286,550.00</u>

Sheetpile Sea Wall and Tieback Wall

31.	1	Lump Sum	Sheet Pile Removal	<u>\$2,100.00</u>	<u>\$2,100.00</u>
32.	1	Allowance	Locate DTE Gas Main Crossing, 6-Inch HP	<u>\$10,000.00</u>	<u>\$10,000.00</u>
-	-				
33.	1	Lump Sum	Sheet Piling Seawall with Cap and Walers (Approximately 14,891 Sq. Ft.)	<u>\$531,450.00</u>	<u>\$531,450.00</u>
34.	2	Each	Connect to Existing Sea Wall	<u>\$3,300.00</u>	<u>\$6,600.00</u>
35.	1	Lump Sum	Sheet Piling Tie Back Wall, Tie backs & Appurtenances (Approximately 3,655 Sq. Ft.; 45 tiebacks +/-)	<u>\$120,350.00</u>	<u>\$120,350.00</u>
36.	2	Each	Storm Sewer Penetration through Seawall	<u>\$1,500.00</u>	<u>\$3,000.00</u>
37.	3	Each	Sanitary Sewer Penetration through steel sheeting	<u>\$3,125.00</u>	<u>\$9,375.00</u>

Riverbank Sanitary Sewer

City of Manistee
6th Avenue Pump Station and Riverbank Sewer

Agreement
C-520 - 4

38.	1	Lump Sum	Sanitary Sewer and Manhole Removal (Approximately 350 Lin. Ft.; 1 manhole structure)	<u>\$20,565.00</u>	<u>\$20,565.00</u>
39.	1	Lump Sum	Sewer Abandonment (90' +/- of 12" Sanitary Sewer)	<u>\$4,750.00</u>	<u>\$4,750.00</u>
40.	1	Lump Sum	Excavation, Organic Soils (Approximately 400 Cu. Yard)	<u>\$11,875.00</u>	<u>\$11,875.00</u>
41.	60	Lft	Storm Sewer, 12 Inch	<u>\$62.50</u>	<u>\$3,750.00</u>
42.	1	Each	Storm Sewer Manhole, 48 Inch	<u>\$4,875.00</u>	<u>\$4,875.00</u>
43.	400	Lft	Sanitary Sewer, 15 Inch	<u>\$68.50</u>	<u>\$27,400.00</u>
44.	30	Lft	Steel Encasement Pipe, 24 Inch	<u>\$286.00</u>	<u>\$8,580.00</u>
45.	4	Each	Sanitary Sewer Manhole, 48 Inch	<u>\$4,535.00</u>	<u>\$18,140.00</u>
46.	1	Lump Sum	Granular Backfill, CIP (Approximately 2,000 Cu. Yard)	<u>\$57,000.00</u>	<u>\$57,000.00</u>
TOTAL BID:					<u>\$1,772,995.00</u>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. The Drawings as listed on the document title page.
 - 8. Addenda (numbers 1 to 3, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the

party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

B. Equal Opportunity

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person’s ability to perform the duties of a particular job or position.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Manistee

Davis Construction, Inc.

By: _____

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

70 Maple Street

4457 40th St., SE

Manistee, MI 49660

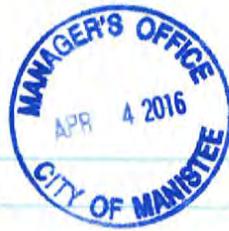
Kentwood, MI 49512

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

April 1, 2016



To: City Council of Manistee,

Once again I am asking for permission to distribute "Poppy's" in The City of Manistee on May 19th, 20th, & 21st of May, 2016. The American legion, & the Auxiliary will be looking forward to hear from you.

Thank you,

Sharon Reynolds
Poppy chairman
for the Auxiliary
American Legion
of Manistee.
Post 10



Sharon Reynolds
American Legion Auxiliary post 10
10 Mason street
Manistee, Mi. 49660

GRAND RAPIDS MI 494



RECEIVED
APR 04 2016

CITY OF MANISTEE
CLERK-TREASURER

City of Manistee
P.O. Box 358
Manistee, mi.
49660

TO PREVENT FUTURE RETURN OR DELAY OF YOUR MAIL
PLEASE HAVE SENDER CORRECT THE FOLLOWING:
YOUR CORRECT INFORMATION IS:
70 Maple St
Polwar Spring

to City Clerk





Memo To: Thad Taylor *TT*

From: David M. Bachman

Re: Council Agenda item

Sir:

Please find a request from The United Veterans Council of Manistee. They are requesting Permission to hold their annual Memorial Day Parade on May 30, 2016. Their parade begins with forming up at 9:30 Parade at 10:00. It will travel from the corner of division and River Street down through town to Washington St, it will cross the bridge and on to Veterans Memorial Dr ending at the Memorial.

This is an annual event and presents no special problems for the city.

A handwritten signature in black ink, appearing to read "D. Bachman".

David M. Bachman
Director of Public Safety

Dave Bachman
Chief of Police
Manistee, Mi 49660

SIR:

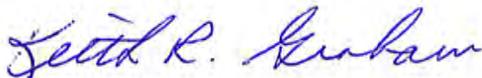
As you know, we are planning the Memorial Day Parade and Ceremony, 30 May 2016

This is the usual request to provide lead and trail vehicles for the parade, starting at River St. and Division, and ending at the Memorial on Veterans Drive.

We will be forming up at 0930 hrs, and starting at 1000 hrs.

Thank you. (Application to the City Council, pending approval and receipt of the parade permit, are also pending.)

Sincerely,



Keith R. Graham
U.V.C Chair
2800 River Rd.
Manistee, Mi 49660
723-6076



Name of Special Event: Memorial Day Parade

Date of Special Event: 30 May 2016

Time of Special Event: 10:00 AM

Number of Units Participating

Marching/Walking: 400 Driven: 20 Other: _____

Assembly/Starting Location: Corner of Division & River Street

Destination/Finishing Point: Memorial on Veterans Drive

Route that the Special Event will Follow: West on River St., across the bridge, and on to Veterans Memorial Drive, ending at the Memorial.

Person(s) / Organization(s) making request: United Veterans Council of Manistee.

Contact Person: Name: Keith R. Graham

Address: 2800 River Rd

723-6076

Telephone Work: _____ Home: _____

Signature of Contact Person: Keith R. Graham

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate must be on file prior to your event. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance.

The Insurance Certificate should be sent to the attention of Mary Nemecek, Deputy Clerk. Ms. Nemecek can be reached at 231.398.2803 her fax# is 231.723.5410.

Return this request to the Manistee City Police Department after it has been filled out and only after the first requirement has been complied and approved.



MEMO

CITY CLERK'S OFFICE

To: Thad Taylor, City Manager *TT*
From: Michelle Wright MMC, City Clerk/Chief Deputy Treasurer *MW*
Subject: Agenda Request
Date: April 13, 2016

Thad,

The Manistee County National Day of Prayer committee is requesting Council's permission to hold their annual event on Thursday, May 5, 2016 on the front steps of City Hall. If approved, they will begin gathering around 11:45 a.m., event starts at noon and will last to approximately 1:00 p.m. They also requested the ability to plug in their sound system to our electric outlet inside the front entrance. This event has not caused any problems at this location in the past.

Please place this request on the April 19, 2016 City Council agenda. Thank you.

Michelle Wright

From: West Wind Orchards <perclin@jackpine.com>
Sent: Monday, April 04, 2016 9:53 AM
To: Michelle Wright
Subject: National Day of Prayer Request

Categories: Important

Michelle

Would you place our request in front of the Council Members.

Thank you

Council Members

Once again the Manistee County National Day of Prayer committee is requesting permission to gather on the steps of City Hall to host this event. This years celebration will be Thursday, May 5th. at 12:00 noon. We will begin gathering on the Maple Street entrance steps around 11:45, with the event running about one hour, finishing about 1:00. As in the past we have strung an extension cord out the door to power our sound system. Thank you for your consideration.

for the committee,

David Smeltzer,
committee member

231-510-5998