



AGENDA - CITY COUNCIL MEETING

December 7 , 2021

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Fourth Ward Councilmember Laura Dwyer Schlecte**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
6. **PUBLIC HEARINGS.**
 - A. **Public Hearing and Resolution Determining the Necessity for Street Resurfacing on Greenwood Avenue from Fourth Street to Morrell Street**
 - a. *Resolution - Street Resurfacing on Greenwood Avenue*
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
 - A. **Environmental Commission Meeting Minutes, 10/20/21**
 - B. **Accept and Place on File - the CDBG, HOME, CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021**

9. CONSENT CALENDAR

A. Minutes of the Regular Meeting of November 23, 2021

Approve the minutes of the regular City Council Meeting of November 23, 2021.

B. Minutes of the Special Meeting of December 1, 2021

Approve the minutes of the special City Council Meeting of December 1, 2021.

C. Corrective Resolution for Special Assessment Roll No. 3422

Approve Corrective Resolution for Special Assessment Roll No. 3422 for Repaving of Morrell from Greenwood to S. Martin Luther King Jr. Drive, confirmed May 11, 2021

D. Special Event Application – Jackson Right to Life Motorcade

Approve a request from the Jackson Right to Life to host their motorcade on January 22, 2022 on the streets of Jackson.

E. Reappointment to the Human Relations Commission

Approve the Mayor's recommendation to reappoint Cheryl Ragland to the Human Relations Commission for a three-year term, beginning January 1, 2022 and ending on December 31, 2025, in concurrence with the HRC recommendation.

F. Appointment to the Board of Review

Approve the Mayor's recommendation to appoint Pastor James Hines to the Board of Review to serve a 2-year term, beginning February 1, 2022 and ending January 31, 2024.

G. Proclamation Honoring Linda Hass as Honorary City Historian

10. OTHER BUSINESS.

A. Resolution Revoking OPRA Certificate Number 3-19-0030

Approve the proposed Resolution revoking the Obsolete Property Rehabilitation Act (OPRA) Certificate Number 3-19-0030.

11. NEW BUSINESS.

A. Award the Municipal Building Refuse and Recycling Collection Contract to Modern Waste Systems in the Amount of \$43,887.00

Award the Municipal building refuse and recycling collection contract to Modern Waste Systems in the amount of \$43,887.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

B. Recommendation of Approval for Professional Services Contract with Tetra Tech to Perform the Engineering and Project Administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement at a Cost of \$17,000.00

Approval of the Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement at a cost of \$17,000.00. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

C. Recommendation of Approval for Professional Services Contract with Tetra Tech to Perform the Engineering and Project Administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant at a Cost of \$29,400.00

Approval for Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant at a cost of \$29,400.00. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

D. Amendment 2 to the 21-002 Major Street Engineering Contract

Approval of Amendment 2 to the 21-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$59,490.00 and authorization for the City Manager and City Engineer to sign the appropriate document.

E. 2022 City Council Meeting Dates Resolution

Approval of resolution establishing 2022 meeting dates for Jackson City Council.

F. Change Order 5 to the Clinton Street and Glick Highway Construction Contract with Bailey Excavating, Inc.

Approve Change Order 5 to the Clinton Street and Glick Highway Construction contract with Bailey Excavating, Inc. in the increased amount of \$89,496.98 to add items for the repair of the sanitary sewer for the Water Treatment Plant and authorize the City Manager and the City Engineer to execute the appropriate document.

G. Contract Award for 2022 Local Street Engineering

Approval of the award for the 2022 Local Street Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for \$151,632.36, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

H. Approval of Professional Engineering Services Contract with Fishbeck, for the Design Phase of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of \$395,000.00

Approval of the Professional Engineering Services Contract with Fishbeck for the

design phase of the Clean Water State Revolving Fund (CWSRF) project at the Wastewater Treatment Plant in the amount of \$395,000.

12. CLOSED SESSION

A. Closed Session to Discuss Specific Pending Litigation, In re National Prescription Opiate Litigation, Case No. 1:17-md-2804; United States District Court, Northern District of Ohio, pursuant to MCL 15.268(e)

13. CITY COUNCILMEMBER'S COMMENTS.

14. MANAGER'S COMMENTS.

15. ADJOURNMENT.

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: December 7, 2021
SUBJECT: Public Hearing and Resolution determining the necessity for street resurfacing on Greenwood Avenue from Fourth Street to Morrell Street.

RECOMMENDATION:

Public hearing of necessity for street resurfacing on Greenwood Avenue from Fourth Street to Morrell Street.

- A. Resolution ordering the construction and preparation of the special assessment roll.

A public hearing was established at the City Council's November 9, 2021 meeting for December 7, 2021. The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

Your consideration and concurrence is appreciated.

RESOLUTION
STREET RESURFACING ON GREENWOOD AVENUE

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 98-6 and 98-20, the City Council has reviewed the report regarding the necessity of street resurfacing on Greenwood Avenue from Fourth Street to Morrell Street the following estimated costs, to wit:

Street Construction Assessments	\$253,199
Major Street Funds	\$ 45,117
MDOT/FHWA Funds	<u>\$482,400</u>
Total Project Cost	<u>\$780,716</u>

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 7th day of December, 2021 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the street construction is a necessary public improvement and directs staff to proceed with the street construction, in accordance with plans, maps, and specifications in the City Engineer's office; and

BE IT FURTHER RESOLVED that the City Assessor is ordered to assess the cost of said improvement to the property owners who benefit therefrom on a front footage basis and prepare an assessment roll covering this assessment district as soon as possible after the public improvement has been completed.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrea Muray., City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 7th day of December, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 8th day of December, 2021.

Andrea Muray, City Clerk

ENVIRONMENTAL COMMISSION 10-20-21 MEETING

MINUTES (APPROVED 11-17-21)

PAGE 1 OF 6

Date: Wednesday, October 20, 2021

Time: 6:00 pm

Place: Conference Room on 10th floor of City Hall, 161 W Michigan Avenue, Jackson, Michigan

I. Call to Order *Chairperson Kazmier called the meeting to order at 6:01 pm.*

II. Roll Call

Present: *Commissioner Will Forgrave (Sixth Ward Councilperson), Commissioner Kelsey Heck Wood, Commissioner Bethany Hersha, Commissioner Jacob Inosencio, Commissioner Kelli Kazmier (Chairperson), Commissioner Kevin Lund and Commissioner Cole McEldowney*

Absent: *None.*

Staff: *Troy R White, City of Jackson Engineering*

Also Present: *City Manager Jonathan Greene and Ward 2 Councilmember Freddie Dancy*

Chairperson Kazmier called on each commissioner to introduce themselves. After, she explained to the new commissions the process for selecting annual action items and that priorities will be re-evaluated at the beginning of the new year.

III. Adoption of the Agenda

Motion made by Commissioner Heck Wood and seconded by Commissioner Lund to adopt the agenda as presented. Motion approved unanimously.

IV. Approval of 09-15-21 meeting minutes

Motion made by Commissioner Heck Wood and seconded by Commissioner Lund to approve the minutes with typo corrections. Motion approved with six votes in the affirmative and Commissioner Forgrave abstaining.

V. Citizen Comments (3-minute limit)

None

VI. 2021 Action Items

a) Refuse and Recycling Committee Report and Discussion with City Manager

Chairperson Kazmier yielded the floor to City Manager (CM) Greene.

CM related he was directed by City Council at their September 2021 meeting to review options to modify the current system of refuse collection within the City. He related that support to investigate options is not unanimous amongst Councilmembers but a majority have expressed support. CM stated that he is supportive of efforts to modify the existing system whether that be through licensing or a single hauler option as there room to improve services to residents and reduce dumping and refuse pileups.

CM related that previous conversations with a hauler indicate that it may be possible to offer a service bundle that would include refuse, yard waste and recycling pick-up. The current prohibition on the placement of refuse containers at the curb on pick-up days is onerous – it creates inefficiencies and inhibits to use of modern mechanical means of pickup. The current ordinance requires haulers to send a laborer to the back of each property to collect refuse. This is commonly referred to as the “driveway requirement”.

CM suggested that it may be possible through a licensing program to exchange the elimination the driveway requirement for bundled pickup and for fees generated through licensing to be applied to towards improved enforcement.

A licensing program would allow cottage-industry haulers to continue to operate.

Commissioner Inosencio inquired of CM how small haulers would remain in business.

CM responded that they could continue to operate as they historically have. Unfortunately, the practice of some cottage-industry haulers has been to dump on vacant lots which then has to be cleaned up by city staff.

Commissioner Kazmier inquired if a licensing program would allow for multiple haulers.

CM responded in the affirmative – there would be room for multiple haulers. However, it would incentivize efficiencies and the use of technologies which would favor above-board large haulers that have capacity to offer bundled service. CM related that a program that includes increased enforcement would also make cottage-industry haulers less profitable as they will be less likely to get away with dumping on vacant lots and more likely to have to pay the tipping fees that above-board larger haulers have to pay.

CM related that in previous conversations about refuse pickup, City Council has favored options that leave room for small cottage-industry haulers.

CM related that a licensing program that provides for added benefits to residents without a significant price increase may make it difficult of cottage-industry haulers to compete because they may not be able to expand their services beyond what they currently offer. That being said, there may be room for cottage-industry haulers to adapt to provide other services such as property cleanups and large item disposal.

Commissioner Hersha suggested that it may be advantageous for families to have better recycling options.

CM related his surprise that it may be possible to expand services in exchange for the elimination of the current driveway requirement.

Commissioner Heck Wood stated that a system that allows for multiple haulers would not address A) the problem of too many trucks on the streets nor does it address B) the dumping problems related to cottage-industry haulers.

CM suggested that problem A (too many trucks on the streets) could be addressed by limiting when refuse can be collected in different zones within the City.

Commissioner Heck Wood stated this would not address problem B (cottage-industry haulers dumping on vacant lots).

CM responded that problem B could be addressed by stepped up enforcement.

Commissioner Forgrave suggested that efforts at a single hauler system failed last time in part because it tried to do too much at once – that it might be easier to take a bite of the apple rather than try to swallow the apple whole. A system of licensing for bundled service might be a palatable bite. He voiced his support for a change to the existing refuse collection system but that the change needs to be palatable to residents and that will likely require that some choice remain.

Commissioner Lund inquired if there would be an RFP for a single hauler that must comply with the requirements of the RFP.

CM replied in the negative – that haulers would obtain licenses with defined rules.

Commissioner Kazmier expressed concern that a licensing system might not address the problems of multiple trucks on the same street or the problems associated with cottage-industry haulers. She expressed concern that a new system that does not reduce costs may not get public support. Many may not care that there are additional services for the same price – their primary concern is cost. If a new system does not lower costs than there is no reason to change.

Commissioner Kazmier stated that easy access and affordability are what is needed to prevent dumping and pile ups. She asked the group to imagine a system where the city provides and empties garbage cans and all residents have to do is put their garbage in those cans – no signing up and no additional bills.

CM asked who would pay for such a service.

Commissioner Kazmier replied that there has to be a way to provide a service that other cities provide.

Commissioner Lund expressed concern about how licensing would work and how such a system would address insurance requirements and complaints and accountability issues.

Commissioner Inosencio stated that equity must be addressed and the needs of the less fortunate considered.

Commissioner Heck stated that her primary concerns are that there are too many trucks doing to same thing and there is currently no good recycling options. She stated that Battle Creek recently restructured their refuse program and that their experience may be able to provide insight into how to address hardships.

CM stated that the point of these conversations is to explore options whether that be a licensing system for bundled services or a single hauler system. Moving forward, he will be conversing with peer communities and local service providers to understand options within the context of input gathered from Councilmembers and the Environmental Commission. Ultimately, a successful proposal will one that can garner the support of City Council. If there is agreement that the current system is unsatisfactory, we must be open to getting something done rather than nothing at all.

CM also stated that input regarding the proposed Electric Vehicle Ordinance will be requested of the Environmental Commission.

CM also stated that a new planner has started with NEO who may be able lead an effort to incorporate LEED building practices into the zoning ordinance.

CM exited the meeting at 6:58pm.

Commissioner Lund stated that he will prepare a summary of various RFPs that have been issued by other Michigan communities.

Commissioner Hersha stated that consideration must be given to those who live below the poverty line.

Commissioner Kazmier stated that the Environmental Commission needs to recommend a course that is best for the City. She reminded the commissioners that the Environmental Commission serves in an advisory capacity. It is City Council who makes political decisions about what is do-able and practical and then takes action. It is not the role of the Environmental Commission to build popular support.

Commissioner Lund stated that an RFP for a single hauler would provide more control than a licensing system.

Commissioner Kazmier stated that sometimes incremental change is a necessary strategy but that the Environmental Commission should not support a baby step in a direction that is contrary to the ultimate goal.

Commissioner Inosencio stated that it is not good practice to write policy that can be approved by a slim majority.

Councilmember Dancy related that he supported a review of options but that he has not yet determined his position on the issue of refuse pickup. He is interested in understanding if it is possible to have a low cost program that includes yard waste and recycling pickup. He would like for there to be neighborhood meetings on the subject.

Commissioners Heck Wood and Kazmier stated that Environmental Commissioner could attend such meetings.

Commissioner Kazmier stated that a single hauler would address the problem of those who currently do not have pick up service. It would not impact those who currently use cottage-industry haulers as they would continue to have service.

Commissioner Kazmier stated that public meetings may be appropriate but that is the work of Councilmembers to meet with their constituents – not the Environmental Commission. The Environmental Commission can provide support.

Commissioner Kazmier suggested that the work of generating a written document with specific ideas and recommendations commence at the next meeting and that Commissioners should bring their ideas.

VII. Zero Emissions Day

VIII. Electric Vehicle Ordinance

Motion made by Commissioner Kazmier and seconded by Commissioner Inosencio to postpone discussion of items VII and VIII until the next Environmental Commission meeting so that the proposed ordinance can be obtained and reviewed. Motion approved unanimously.

Commissioner Forgrave will provide a copy of the draft ordinance for distribution to the commissioners.

IX. 2021 Action Items.

b) LEED Committee Report and Discussion

Commissioner Hersha presented the five page attachment that was included in the agenda packet regarding the process, requirements, fees and credit categories for LEED certification. She related that an application will require significant effort. Other cities that have made an application have a sustainability manager on staff. An application will be laborious and will require a city-staffer to serve as point person.

Commissioner Kazmier stated climate change will result in massive changes and that Jackson may benefit from having a sustainability manager on staff to help push a transformation to environmentally friendly practices. The City will need to have the capacity to measure the effectiveness of current practices and set goals for improvements.

Commissioner Lund stated that setting benchmarks and goals could lead to an LEED application.

Commissioner Kazmier suggested that the LEED application checklist may serve a purpose beyond an application in that it could provide a path forward in terms of defining categories, measuring current practices and setting goals.

Commissioner Lund stated that the Energy and Sustainability Manager for the City of Royal Oak is not available to meet with the Environmental Commission until December.

Commissioner Heck Wood stated that items on the LEED checklist could be referenced in City contracting practices.

Commissioner Lund suggested that the Environmental Commission generate a memo to City Council to recommend environmentally conscious practices in the contracting.

Commissioners Kazmier and Lund agreed to generate a draft memo for consideration at the next commission meeting.

c) Non-Motorized Committee Report

This action item was tabled at the September 2021 meeting.

X. Commissioner Comments

Commissioner Kazmier requested that an item be added to the agenda for the November meeting to start the process of identifying and highlighting good environmental actions taken by the City over the past year.

Commissioner Kazmier then reminded the commissioners that it has become practice to review the action item list at the beginning of each calendar year. That review will be done again in January of 2022.

Commissioner Kazmier then welcomed new commissioners and thanked them for serving.

Commissioner Inosencio stated that listening sessions in the wards should be done before ordinances are written – not after. And that anything written by the Environmental Commission should have an equity component.

Commissioner Lund stated that the Environmental Commission does not do public meetings. That is done by councilmembers. The Environmental Commission can support in a secondary role.

XI. Next Meeting – Wednesday, November 17, 2021 at 6:00pm

XII. Adjournment

Motion made by Commissioner Lund and seconded by Commissioner Heck Wood to adjourn. Motion approved unanimously. Meeting ended at 7:39 pm.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: December 7, 2021
SUBJECT: Accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021

Recommendation:

Accept and place on file the CDBG, HOME and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021.

Attached is a memo from Shane LaPorte, the Director of Neighborhood and Economic Operations, regarding accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021. Monthly expenses includes Personnel Salaries & Expenses, Administration Cost, City Attorney Expenses, Homeowner Emergency Hazards/Major Component Project Cost, Street Projects, Pre-Demolition Cost, CHDO Operating Cost, and CHDO Reserve Habitat for Humanity Deland Project Expense.

I recommend accepting and placing on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Neighborhood and Economic Operations

DATE: December 7, 2021

RECOMMENDATION: To accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021

SUMMARY

Attached please find the Financial Summaries for the CDBG, HOME, and CDBG-CV Homeless Prevention funds for the month ending October 31, 2021.

Monthly expenses included:

- Personnel – Salaries & Expenses
- Administration – Rehabilitation Administration Cost
- City Attorney Expenses
- Homeowner Emergency Hazards / Major Component Cost
 - ❖ 234 E. High St.- Roofing System
 - ❖ 242 Hill St. – HVAC & Electrical System
 - ❖ 948 Chittock –Boiler System Replacement
 - ❖ 1235 First St.- Roofing System & Electrical
- Street Projects
 - ❖ Steward: RR – E. Ganson (Final)
 - ❖ Pre-Construction Design
 - ❖ Cooley: Morrell to Biddle
 - ❖ Biddle: Mechanic to MLK
- Demolition –
 - ❖ Pre-Demo (ETC)
 - 110 W. Euclid
 - 911 Everhard St.
 - 908 S. Milwaukee
 - 1502 Wilson
 - 1513 Deyo
- CHDO Operating
- CHDO Reserve (Habitat for Humanity – Deland Project)

My recommendation is to accept and place on file the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through October 31, 2021.

ATTACHMENTS

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Four Months Ended October 31, 2021

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 Administration & Planning							
FY 2019/2020	78,000	78,000	-	-	78,000	-	100.0%
FY 2020/2021	100,000	90,491	-	8,965	99,456	544.00	99.5%
FY 2021/2022	115,000	-	11,743	26,352	26,352	88,648	22.9%
<u>Code Enforcement</u>							
2 City Attorney Office							
FY 2019/2020	28,700	24,538	4,162	4,162	28,700	-	100.0%
FY 2021/2022	20,000	-	2,108	2,366	2,366	17,634	11.8%
<u>Rehabilitation Projects</u>							
3 Rehabilitation Administration							
FY 2019/2020	46,450	46,450	-	-	46,450	-	100.0%
FY 2020/2021	97,696	65,877	989	24,516	90,393	7,303	92.5%
FY 2021/2022	65,000	-	12,849	12,849	12,849	52,151	19.8%
4 City Emergency Hazard Repair Program							
FY 2020/2021	423,902	157,006	73,742	135,480	292,486	131,416	69.0%
<u>Street Projects</u>							
5 Special Assessments							
FY 2019/2020	25,000	4,365	-	-	4,365	20,635	17.5%
6 Steward: RR to E Ganson							
FY 2019/2020	24,550	24,550	-	-	24,550	-	100.0%
FY 2020/2021	170,000	93,815	76,185	76,185	170,000	-	100.0%
7 Street Lighting (FY 2019/2020)	379,924	229,442	-	-	229,442	150,482	60.4%
8 Street Construction - Chalet Terrance							
FY 2019/2020	480,000	480,000	-	-	480,000	-	100.0%
FY 2020/2021	220,000	218,358	-	-	218,358	1,642	99.3%

City of Jackson
Community Development Block Grant
Monthly Financial Summary
For the Four Months Ended October 31, 2021

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
9 Pre-construction Design (FY 2020/2021)	151,266	4,248	46,215	46,215	50,463	100,803	33.4%
10 Cooley: Morrell to Biddle							
FY 2021/2022	240,000	-	42,365	42,365	42,365	197,635	17.7%
11 Biddle: Mechanic to MLK Jr Dr							
FY 2021/2022	279,500	-	18,815	18,815	18,815	260,685	6.7%
12 Perrine-Burr							
FY 2021/2022	56,500	-	-	-	-	56,500	0.0%
<u>Recreation -Other Projects</u>							
13 Loomis Park Court Improvements	312,849	300,175	-	-	300,175	12,674	95.9%
14 Boo Center Improvements							
FY 2020/2021	305,000	244,782	-	-	244,782	60,218	80.3%
FY 2021/2022	535,980	-	-	-	-	535,980	0.0%
<u>Public Service</u>							
15 King Center Summer Youth Program (FY 2019/2020)	18,832	18,832	-	-	18,832	-	100.0%
16 Loomis Park Playground Program (FY 2019/2020)	2,881	2,881	-	-	2,881	-	100.0%
17 Kitchen Incubator Program (FY 2019/2020)	7,451	-	-	-	-	7,451	0.0%
<u>Demolition</u>							
18 Demolition							
FY 2019/2020	259,000	257,552	498	1,448	259,000	0	100.0%
FY 2020/2021	300,000	12,541	350	1,277	13,818	286,182	4.6%

City of Jackson
HOME
Monthly Financial Summary
For the Four Months Ended October 31, 2021

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2018/2019	161,290	161,290	-	-	161,290	-	100.0%
FY 2019/2020	55,068	54,384	-	-	54,384	684	98.8%
2 HOME Administration			-				
FY 2017/2018	26,000	26,000	-	-	26,000	-	100.0%
FY 2018/2019	28,000	28,000	-	-	28,000	-	100.0%
FY 2019/2020	25,000	25,000	-	-	25,000	-	100.0%
FY 2020/2021	33,000	31,703	-	-	31,703	1,297	96.1%
FY 2021/2022	16,000	-	-	-	-	16,000	0.0%
3 CHDO Reservation							
FY 2017/2018	40,000	39,720	280	280	40,000	-	100.0%
FY 2018/2019	175,584	107,969	54,793	61,710	169,679	5,905	96.6%
FY 2019/2020	503,052	-	-	-	-	503,052	0.0%
FY 2020/2021	287,439	-	-	-	-	287,439	0.0%
FY 2021/2022	118,329	-	-	-	-	118,329	0.0%
4 CHDO Operating Expenses							
FY 2017/2018	14,000	5,250	5,585	11,805	17,055	(3,055)	121.8%
FY 2018/2019	18,000	-	-	-	-	18,000	0.0%
FY 2019/2020	18,000	-	-	-	-	18,000	0.0%
FY 2020/2021	16,800	-	-	-	-	16,800	0.0%
5 Partnership Park - Homebuyer Rehabilitation (CAA)							
FY 2021/2022	200,000	-	-	-	-	200,000	0.0%

City of Jackson
2020/8 CV Homeless Prevention
Monthly Financial Summary
For the Four Months Ended October 31, 2021

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<u>Administration</u>							
1 CDBG-CV Admin City FY 2020/2021	60,000	6,687	-	1,076	7,763	52,237	12.9%
2 CDBG-CV Admin CAA FY 2020/2021	40,000	13,773	-	11,368	25,141	14,859	62.9%
<u>Homeless Prevention - Public Services</u>							
3 Eviction Prevention FY 2020/2021	120,000	120,000	-	-	120,000	-	100.0%
4 Foreclosure Prevention FY 2020/2021	160,000	37,934	-	2,478	40,412	119,588	25.3%
5 Water Shut-off Protection FY 2020/2021	246,020	12,265	-	4,860	17,125	228,895	7.0%



CITY COUNCIL MEETING MINUTES
November 23 , 2021

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:31 p.m. by Mayor Derek J. Dobies.

PLEDGE OF ALLEGIANCE AND INVOCATION:

The Council joined in the Pledge of Allegiance. Invocation was given by Third Ward Councilmember Jeromy Alexander.

ROLL CALL:

Present: Mayor Derek J. Dobies, Vice Mayor/1st Ward Councilmember Arlene Robinson, 2nd Ward Councilmember Freddie Dancy, 3rd Ward Councilmember Jeromy Alexander, 4th Ward Councilmember Laura Dwyer Schlecte, 5th Ward Councilmember Karen Bunnell, and 6th Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, Chief Equity Officer John Willis, City Engineer Jon Dowling, and Director of Neighborhood and Economic Operations Shane LaPorte.

ADOPTION OF AGENDA:

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to adopt the agenda with the amendment of the addition of 5A-Presentation/Proclamation. Vote - Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS:

City Manager Jonathan Greene presented a plaque and proclamation to Mayor Dobies and Councilmember Alexander to acknowledge their service on Council. Representative Julie Alexander presented Mayor Dobies and Councilmember Alexander with a State of Michigan Special Tribute.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES: none.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of November 9, 2021

Approve the minutes of the regular City Council Meeting of November 9, 2021.

B. Accept with regret, the resignation of Julie Koleszar from the Public Arts Commission, effectively immediately.

C. Reappointment to the Board of Review

Approve the Mayor's recommendation to reappoint David Taylor to the Board of Review to serve a 3-year term, beginning February 1, 2022 and ending on January 31, 2025

D. Special Event Application for the Christmas in the City Shopping Event

Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City shopping event on Saturday, December 4, 2021 in downtown Jackson.

E. Special Event Application for the 2022 Gus Macker 3-on-3 Basketball Tournament

Approve a request from Experience Jackson to conduct the 2021 Gus Macker 3-on-3 Basketball Tournament on Friday, July 22 – Sunday, July 24, 2022 on the streets of downtown Jackson.

F. Special Event Application for the Fall Fest & Chili Classic

Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on October 1, 2022 in downtown Jackson.

G. Resolution for Allen Lofts, LLC OPRA Application

Approve a resolution establishing a time period authorized by the City for completion of construction as it pertains to the OPRA application approved by Council on October 26, 2021.

H. Resolution for Demmar, LLC OPRA Application

Approve a resolution establishing a time period authorized by the City for completion of construction as it pertains to the OPRA application approved by Council on October 26, 2021.

I. Approve the Point System Used to Evaluate Class C Marihuana License Applications

Approve the point system rubric used by the marihuana licensing review committee to review applications deemed complete by the City Clerk, for marihuana facilities and/or adult use establishments. Pursuant to Section 16-515(b) of the City of Jackson Code of Ordinances (License Application Committee).

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the consent calendar.

Councilmember Dancy requested that Item I - Approve the Point System Used to Evaluate Class C Marihuana License Applications be removed for separate consideration.

Vote was taken on the consent calendar with the removal of Item 9I. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Alexander, seconded by Councilmember Bunnell to approve the point system rubric used by the Marihuana Licensing Review Committee to review applications deemed complete by the City Clerk, for marihuana facilities and/or adult use establishments. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Alexander, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

OTHER BUSINESS:

A. Second Reading and Final Adoption of Ordinance No. 2021-14

Recommendation: *Adopt Ordinance No. 2021-14 creating an Affordable Housing Development Authority and a Housing Trust Fund for the City of Jackson*

Motion was made by Mayor Dobies, seconded by Councilmember Forgrave to approve the final adoption of an ordinance, as amended, creating an

Affordable Housing Development Board and an Affordable Housing Fund for the City of Jackson to address housing instability and affordability; to make recommendations to the City Manager and City Council on programs, policies, and projects to create safe, dignified, and affordable housing options in the City of Jackson.

Motion was made by Councilmember Schlecte, seconded by Councilmember Alexander to postpone until the December 7, 2021 Council meeting. Vote – Yea: Councilmembers Alexander and Schlecte (2). Nays: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Bunnell, and Forgrave (5). Motion failed.

Motion was made by Councilmember Schlecte to accept the changes to the ordinance as described in the email that (she) sent out. Motion died from a lack of a second.

Vote was taken on the main motion. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Bunnell, and Forgrave (5). Nays: Councilmembers Alexander and Schlecte (2). Motion carried.

Motion was made by Mayor Dobies, seconded by Councilmember Dancy to obligate \$3,500,000 in American Rescue Plan Act funds to Affordable Housing Fund to provide for the preservation and development of affordable housing. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Mayor Dobies, seconded by Vice Mayor Robinson to authorize the City Manager to utilize up to \$1,000,000 in American Rescue Plan Act Funds towards the immediate redevelopment of City-owned homes in the City of Jackson for affordable housing to low-income families and the rapid re-housing of persons within the City. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

A. Resolution Amending the Rates for Housing Code Inspections and Registration

Recommendation: *Approve the attached resolution amending the rates for housing code inspections and registration rates of non-owner occupied residential properties.*

Motion was made by Councilmember Alexander, seconded by Mayor Dobies to approve the resolution amending the rates for housing code inspections and registration rates of non-owner occupied residential properties.

Motion was made by Councilmember Alexander, seconded for discussion by Councilmember Forgrave to amend the resolution to change the fee for the initial housing inspection and ninety day re-inspection for a one unit from \$340 to \$299, the fee for the initial housing and ninety day re-inspection for a two unit from \$640 to \$599, to omit the additional fee of \$50 per building for any property that contains more than one building, to change the fee for a third inspection from \$140 to \$99, to change the fee for a fourth inspection or above from \$165 to \$199, and to change the fee for an administrative hearing bureau compliance inspection from \$165 to \$199.

Councilmember Schlecte stated that she would be abstaining from the vote and discussion because of a conflict of interest. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: none. Abstain: Councilmember Schlecte. Motion carried.

Vote was taken on the main motion as amended. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: none. Abstain: Councilmember Schlecte. Motion carried.

B. Changes to the Standard Lighting Contract for Streetlights with Consumers Energy for the Addition of New Streetlights on Carroll Avenue

Recommendation: *Approve the resolution for changes to the standard lighting contract for streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the resolution for changes to the Standard Lighting Contract for Streetlight with Consumers Energy for the addition of new streetlights on Carroll Avenue. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

C. Approve the Sale of City Owned Property Located at 1220 Williams Street for \$15,000.00

Recommendation: *Approve the sale of City owned property located at 1220 Williams Street, to Enrique Galves and Alioski Munoz for \$15,000. Authorize the City Manager to sign all sale documents associated with the Property Transfer and to make minor modifications.*

Motion was made by Councilmember Alexander, seconded by Councilmember Schlecte to approve the sale of City owned property located at 1220 Williams Street to Enrique Galves and Alioski Munoz for \$15,000 and

authorize the City Manager to sign all sale documents associated with the property transfer and to make minor modifications. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

D. Quit Claim Deed to Transfer of Portions of Road Rights of Way Sparks Foundation Park to County of Jackson

Recommendation: *Approve the Quit Claim Deed to Transfer of Portions of Road Rights of Way around the Sparks Foundation Park to County of Jackson and authorization for the Mayor and City Clerk to execute the appropriate document.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the quit claim deed to transfer portions of road rights of way around the Sparks Foundation Park to County of Jackson and authorize the Mayor and City Clerk to execute the appropriate document. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

E. Approve Personnel Policy Amendments

Recommendation: *Approve to amend Personnel Policy Section XVI-1 (A.) – Holidays by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees not covered by a labor agreement.*

Motion was made by Councilmember Alexander, seconded by Vice Mayor Robinson to approve the amendment to the Personnel Policy Section XVI-1(A.)- Holidays by adopting the federal holiday June 19 (Juneteenth) as a City paid holiday for all regular, full-time City employees not covered by a labor agreement. Vote – Yea: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Bunnell, and Forgrave (6). Nays: Councilmember Schlecte (1). Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave all offered comments.

MANAGER’S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Schlecte. Vote was done by voice with all in favor. Mayor Dobies adjourned the meeting at 9:19 p.m.



CITY COUNCIL MEETING MINUTES
December 1 , 2021

CALL TO ORDER:

Jackson City Council met in regular session and was called to order at 6:30 p.m. by Mayor Daniel Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Pastor Billy Pierce, Jr. from United Peoples Community Church.

ROLL CALL:

Present: Mayor Daniel Mahoney, 1st Ward Councilmember Arlene Robinson, 2nd Ward Councilmember Freddie Dancy, 3rd Ward Councilmember Angelita Gunn, 4th Ward Councilmember Laura Dwyer Schlecte, 5th Ward Councilmember Karen Bunnell, and 6th Ward Councilmember Will Forgrave.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, City Engineer Jon Dowling, and Deputy Director of Police Sergio Garcia.

ADOPTION OF AGENDA:

Motion was made by Councilmember Schlecte, seconded by Councilmember Robinson to adopt the agenda. Vote – Yea: Mayor Mahoney, Councilmembers Robinson, Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

THE CITY CLERK WILL ADMINISTER THE OATHS OF OFFICE:

- A. Fifth Ward, Karen Bunnell
- B. Third Ward, Angelita Gunn
- C. First Ward, Arlene Robinson
- D. Mayor Daniel J. Mahoney

City Clerk Andrea Muray administered the oaths of office and the meeting continued.

SELECTION OF VICE MAYOR:

Motion was made by Councilmember Forgrave, seconded by Councilmember Dancy to select Councilmember Robinson as the Vice Mayor. Vote – Yea: Mayor Mahoney, Councilmembers Robinson, Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

SELECTION OF PARLIAMENTARIAN:

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to select Councilmember Forgrave as Parliamentarian. Vote – Yea: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Abstain: Councilmember Forgrave. Motion carried.

CITY COUNCILMEMBERS' COMMENTS:

Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave all offered comments.

MANAGER'S COMMENTS:

City Manager Jonathan Green offered comments.

ADJOURNMENT:

No other business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Forgrave. Vote – Yea: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried. Mayor Mahoney adjourned the meeting at 6:53 p.m.

MEMOTO: Mayor and City Councilmembers

FROM: Jason Yoakam, City Assessor 

DATE: December 7, 2021

SUBJECT: Corrective Resolution for Special Assessment Roll No. 3422

Recommendation: Approve Corrective Resolution for Special Assessment Roll No. 3422 for Repaving of Morrell from Greenwood to S. Martin Luther King Jr. Drive, confirmed May 11, 2021.

Attached please find the corrective resolution for Special Assessment Roll No. 3422 for Repaving of Morrell from Greenwood to S. Martin Luther King Jr. Drive, confirmed May 11, 2021.

The Assessor's Office facilitated a combination of parcel 4-079000000 in 2021; this parcel has a special assessment attached to it. A correction to the special assessment roll needs to occur to allow installments to continue to be billed and paid. The attached resolution retires the old parcel number and enters a new parcel number to continue the installments of the special assessment beginning with the 2022 installment year.

I recommend approval of the above-mentioned resolution. Your consideration and concurrence is appreciated.

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jason Yoakam, City Assessor *JY*
DATE: December 7, 2021
RECOMMENDATION: Recommend Adoption of Corrective Resolution for Special Assessment Roll No. 3422

SUMMARY

Starting in the 2022 year, parcel 4-079000000 is combined with parcels 4-078900000 and 4-079100000. The property owner has requested that the remaining balance on special assessment roll 3422 (Repaving Morrell from Greenwood to S. Martin Luther King Jr. Drive) for parcel 4-079000000 be transferred to newly-created parcel number 4-0790.0100. This request to amend the special assessment roll will place the remaining special assessment on parcel 4-0790.0100.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

Special assessment roll 3422 was confirmed 05/11/2021, with the first installment being placed on the 2021 summer tax bill. This is a 10-year roll at 1.25% interest. The total amount of the original special assessment was \$4,075.00. Parcel 4-079000000 would be retired with \$407.50 having been paid in full on 06/01/2021 for the 2021 installment. The remaining \$3,667.50 would be levied against the new parcel number 4-0790.0100 beginning with installment year 2022 and be spread over the remaining nine years.

DISCUSSION OF THE ISSUE

POSITIONS

Recommend adoption of corrective resolution.

ATTACHMENTS: Map of Parcel; Payment History

CORRECTIVE RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did make assessments for repaving Morrell from Greenwood to S. Martin Luther King Jr. Drive, which assessments were by him placed on Special Assessment Roll No. 3422 and were reported to the City Council at its regular meeting held on the 11th of May, 2021; and

WHEREAS, on May 11, 2021, the City Council held a public hearing and confirmed said special assessment roll; and

WHEREAS, in 2021, the property at 109 W. Morrell Street was combined and a new parcel number was created for the 2022 tax year for said property; and

WHEREAS, the original parcel number was inactivated and is no longer in use; and

WHEREAS, the special assessment remains on the original parcel number and installments cannot be billed because of its inactive status; and,

WHEREAS, this requires that the original parcel number and special assessment for 109 W. Morrell Street, parcel 4-079000000, on roll 3422 be retired after the first (2021) installment of \$407.50 and a new parcel number, 4-0790.0100 be entered for the remaining nine (9) installments (2022 through 2030 for \$3,667.50.

NOW, THEREFORE, BE IT RESOLVED, that the parcel number 4-079000000 is hereby retired and parcel number 4-0790.0100 is entered commencing with the 2022 installment for Special Assessment Roll No. 3422 for property commonly known as 109 W. Morrell Street.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 7th day of December, 2021.

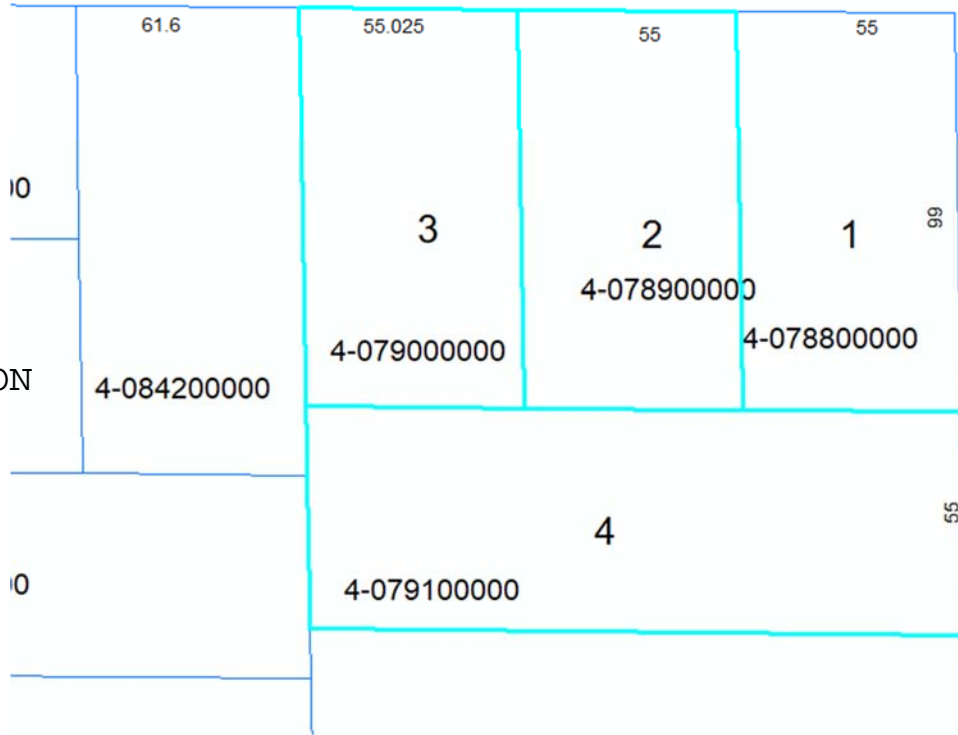
IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City of Jackson,
Michigan, on this 8th day of December, 2021.

Andrea Muray, City Clerk

W Morrell St

SM

BEFORE
COMBINATION

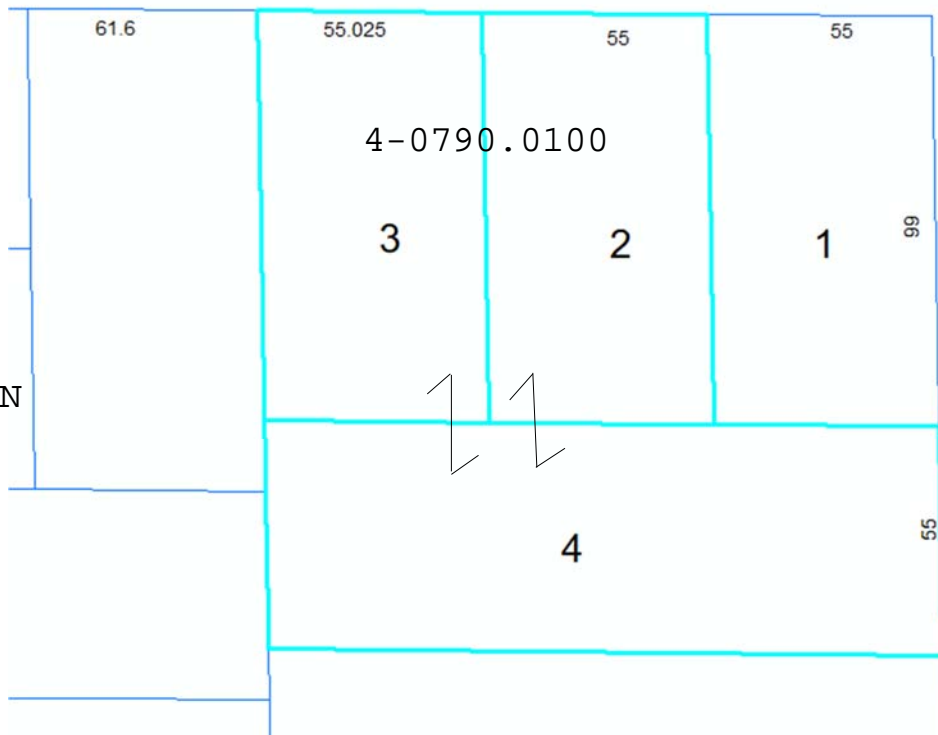


Chittoc k Ave

W Morrell St

SM

AFTER
COMBINATION



Chittoc k Ave

3422 (RPV MORRELL, GRNWD - MLK), Parcel: 4-079000000
Owner: JONES CRAIG & CRYSTAL, 109 W MORRELL ST
Principal Left: 3667.50

Period	Post Date	Principal Penalty	Admin Fee Addtl Penlty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2021	06/01/2021	407.50 0.00	0.00 0.00	0.00 0.00	407.50	00019739	CREDIT CARD	
TOTALS		407.50 0.00	0.00 0.00	0.00 0.00	407.50			

MEMO TO: Mayor and City Council Members
FROM: Jonathan Greene, City Manager
DATE: December 7, 2021
SUBJECT: Special Event Application: Jackson Right to Life Motorcade

Recommendation:

Approve a request from the Jackson to Right to Life to host their motorcade on January 22, 2022 on the streets of Jackson.

Attached is a memo and supporting paperwork from Cory Mays regarding the Special Event Application for the Jackson Right to Life Motorcade.

I recommend approval of the special event application for the Jackson Right to Life Motorcade. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Cory L. Mays, Executive Director, DDA

DATE: December 7, 2021

RECOMMENDATION: Approve a request from the Jackson Right to Life to host their Motorcade on January 22, 2022 on the streets of Jackson.

SUMMARY: A motorcade celebrating life in the city of Jackson

DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$0.00
	<i>TOTAL</i>		<i>\$0.00</i>

CONDITIONS & CONSIDERATIONS

Police assistance, street closures

INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

ATTACHMENTS: Special Event Application: Jackson Right to Life Motorcade



City of Jackson Downtown Development Authority
 161 W Michigan Ave, Jackson Michigan, MI 49201
 Contact for questions at 517-768-6410 or cmays@cityofjackson.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- \$50 Application Fee
- \$25 Late/Rush Fee
- Insurance documentation for sponsoring organization
- Event Map -Please indicate the location of all items
- Liquor License & Liquor Liability Insurance (if applicable)
- Carnival Ride Permit (if applicable)
- Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur if policies are broken.

- The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft² and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Jackson Right to Life	
Address: PO Box 683 Jackson MI 49202	Phone: (517) 262-4746
Tax ID#: 38-2559104	Website: jacksonforlife.org
Contact Name: Kathy Potts	Phone: 517-784-1300 Email: Kathy@jacksonforlife.org
Contact Name:	Phone: Email:
Contact Name During Event: Same	Phone: (517) 262-4746

Event Information

Event Name:				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Jan. 22 2022	10 Am	10:30 Am	11:45 Am	N/A

Has this event occurred before? Yes, (if yes, how many previous years? 10-15) No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 50-100

Type of Event (please check all that apply)

Walk/Run Festival March/Parade Other: motorcade

Event Location – Choose any of the following that apply. For parks, include a map of the area being used.

- Horace Blackman Park
- Bucky Harris Park
- Ella Sharp Park (requires Ella Sharp Board approval)
- Other Location: _____
- GrandRiver Farmers Market Pavilion
- CP Federal City Square (Stage)
- MLK Equality Trail

Streets: W. Michigan Ave (from corner of 24th + Michigan) – Martin Luther King Jr. Dr – South st. (same as prior years)

Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

The motorcade will form in the parking lot of the New Covenant Church on the corner of West Washington and 24th Streets beginning at 10:00 a.m. The procession, led by police escort and a hearse, will begin at 10:30 a.m. down Michigan Avenue to Martin Luther King Dr. (formerly Francis Street), and end at St. John's Cemetery where an Interdenominational prayer service will be held. Join us, and Senator Mike Shirkey and Representative Julie Alexander, as we mourn the loss of over 60 million unborn children in the U.S. since January 22, 1973 and rededicate ourselves to pray and work in bringing an end to this grave injustice. Please feel free to bring a wreath to lay at the memorial to the unborn at the cemetery.

Street Closure – Please indicate all street closures on your map.

Street Name: W. Michigan Ave Cross Streets West Ave.
Closure Start Date: 1-22-22 Time: 10:40 AM Closure End Date: 1-22-22 Time: 10:50 AM

Street Name: Martin Luther King Jr Dr Cross Streets W. Michigan
Closure Start Date: 1-22-22 Time: 10:55 AM Closure End Date: 1-22-22 Time: 11:05 AM

Street Name: W. Michigan Ave Cross Streets Washington Ave.
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

- Electrical Power:** Indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards.****
- Water Needs:** Indicate water requirements: _____
 Amount of water needed: _____ Locations of where water is needed: _____
- Food/Vendors:** Indicate vendors requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____ Number of vendors: _____
- Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
 Start Time: _____ End Time: _____
- Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- Fireworks:** If yes indicate electrical requirements: _____
 Amount of electrical wattage needed: _____ Amount of plug ins: _____
 Locations of where plugs are needed: _____
- Traffic Cones Mobile Stage (please circle 15-foot or 25-foot version)
- Other: _____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & "Jackson Downtown Development Authority as additional insured"
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required Insurance documentation.

Event Map Details of all event activities MUST be included.

- | | | |
|---|--|---|
| <input type="checkbox"/> Route Plan | <input type="checkbox"/> Emergency Vehicle Access | <input type="checkbox"/> Restroom Locations |
| <input type="checkbox"/> Vendor Locations | <input type="checkbox"/> Dispersal Locations | <input type="checkbox"/> Tables |
| <input type="checkbox"/> Tent Locations | <input type="checkbox"/> Trash Receptacles | <input type="checkbox"/> Requested Reserved Parking |
| <input type="checkbox"/> Assembly Locations | <input type="checkbox"/> Requested Street Closures | <input type="checkbox"/> Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*


Special Event Application

Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Kathy M. Potts

Date: 11-9-21

Office Use ONLY	
Application Received:	
Date:	11/9/21
Time:	3:45pm
By:	
Application Fee Received:	✓ \$350 #5526

Application Requirements

Application MUST be submitted 60 days PRIOR to event
NO EXCEPTIONS

Application MUST be submitted along with all required attachments to:
City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

Covid-19 Contingency Plan

In response to the current Covid-19 pandemic, and in consideration of any current/pending Executive Orders, federal/state/local guidelines, or other world health organization or other community health agency recommendations, please provide a Covid-19 contingency plan with your completed Special Event Application. Responses to the following questions are required, and we encourage you to submit additional documentation outlining your plan should you feel a more detailed plan is necessary.

Please provide a description of any necessary safety measures (both for attendees and event organizers) you plan to enact:

Event is held as a motorcade with participants in their vehicles. Optionally, participants may gather outside - socially distanced - for a prayer service at the cemetery.

Please provide an outline of your procedures for handling sick attendees and volunteers, and a description of your chain of command for notifying interested parties regarding possible infection:

I, Kathy Potts, serving as executive director, will be available to assist anyone in obtaining medical help if needed.

Please provide an explanation of your plans to strictly adhere to any current executive orders or other federal/state/local guidelines:

We will adhere to current orders as provided by law.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DL

DATE (MM/DD/YYYY)

11/08/2021

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

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

PRODUCER Anderson Insurance Agency, Inc 611 Wildwood Avenue P. O. Box 280 Jackson, MI 49204-0280 Michael Anderson		CONTACT NAME: Danielle Loomis PHONE (A/C, No, Ext): 517-782-9700 FAX (A/C, No): 517-782-0983 E-MAIL ADDRESS: danielle@andersoncoverage.com PRODUCER CUSTOMER ID #: JACKS02	
INSURED Jackson Right to Life, Inc. 317 W. Washington, PO Box 683 Jackson, MI 49204	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hastings Mutual Ins. Co.		14176
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BO 9585546	12/14/2021	12/14/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
							\$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
							WC STATU-TORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Jackson and Downtown development Authority named as additional insureds for Motorcade event on Monday January 22 2020

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
 Downtown Development Authority
 161 W. Michigan Ave
 Jackson, MI 49203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Michael Anderson

MEMO TO: City Councilmembers
FROM: Daniel J. Mahoney, Mayor
DATE: December 7, 2021
SUBJECT: Reappointment to the Human Relations Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Cheryl Ragland to the Human Relations Commission for a three-year term, beginning January 1, 2022, and ending on December 31, 2025, in concurrence with the HRC recommendation.

In accordance with City Code, Chapter 15, Section 15-33. The HRC shall consist of nine citizens; at least five must be City residents. Nominations to fill vacancies shall be made by City Council or HRC to Mayor; at least one for each appointment. Mayor appoints subject to Council confirmation. HRC may appoint up to three ex-officio citizen members for indefinite terms; in addition, one City Councilmember shall be an ex-officio member. Three appointments made annually for three-year terms upon expiration of appointments ending December 31, 1999.

It is my recommendation to reappoint Cheryl Ragland to the Human Relations Commission for a three-year term, beginning January 1, 2022 and ending December 31, 2025, in concurrence with the HRC recommendation.

Your consideration and concurrence is appreciated.

DJM:imm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Monday, November 22, 2021 10:30 AM
To: Shane LaPorte; Derek Dobies; John Willis; Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Cheryl
Last Name	Ragland
Address	3601 Greenbriar Drive
City	Jackson
State	MI
Zip	49203
Phone Number	517.784.3693
Email	ragland.cheryl10@gmail.com
Last four digits of Social Security Number	2893
Occupation	Master Business Administration Instructor for Jackson College, Associate Professor for the College of Business for Baker College, and the Affinity Liaison - Faith Based Community for Jackson College.
Describe your community involvement.	Board of Directors - United Way of Jackson County, Board of Directors Member for Diversity, Equity & Inclusion - United Way of Jackson County, Business & Professional Women's Organization - Jackson Charter, City of Jackson Human Relations Commission.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards	No

and commissions have residency requirements.

If you answered "No" where do you reside? Summit Township

If you answered "Yes" how long have you been a City resident? NA

Which board or commission are you interested in? You may choose more than one. Human Relations Commission

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. *Field not completed.*

Why do you want to serve on your selected board or commission? The work the HRC performs is of the utmost importance to the Jackson Community. Going forward, the HRC should focus more on solidifying those partnerships in a pro-active attempt to better the lives for the residents of Jackson.

Upload additional documents *Field not completed.*

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

(Section Break)

City Charter Section 2.15. - Person in Default to the City.

The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of

competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

COMMUNITY FINANCE

Final Submission

Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature Cheryl L. Ragland

Date of Submission 11/22/21

Email not displaying correctly? [View it in your browser.](#)

Click [here](#) to report this email as spam.

MEMO TO: City Councilmembers
FROM: Daniel J. Mahoney, Mayor
DATE: December 7, 2021
SUBJECT: Appointment to Board of Review

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Pastor James Hines to the Board of Review to serve a 2 year term, beginning February 1, 2022 and ending January 31, 2024

In accordance with City Charter, Sec. 14.5 (MCLA 211.107), three members, all City residents, appointed by the Mayor subject to Council confirmation. One board member shall be appointed each January for a three-year term.

It is my desire, therefore, to appoint Pastor James Hines to the Board of Review to serve a two-year term, beginning February 1, 2022 and ending January 31, 2024.

Your consideration and concurrence is appreciated.

DJM:lmm

CITY OF JACKSON BOARD/COMMISSION APPLICATION

NAME: REV. JAMES HINES LAST FOUR DIGITS SSN# 9709
ADDRESS: 1919 Briarcliff ZIP: 49203
HOME PHONE: 517-206-5605 OTHER PHONE: _____
E-MAIL ADDRESS: JHinesfamily@comcast.net
OCCUPATION: PASTOR

COMMUNITY INVOLVEMENT

Are you registered voter? Yes Ward? 6 City Resident Since? 1992

Which Board or Commission(s) are you interested in?

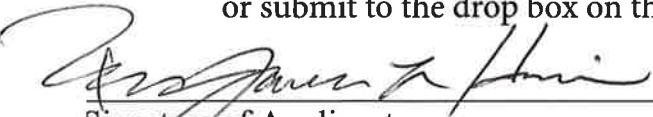
- 1. Board of Review (Assessor's office)
- 2. _____
- 3. _____

List additional information you feel may be pertinent to Board or Commission?

I CARE!

Feel free to attach any information. (Resume, press clippings)
APPLICATION WILL BE ON FILE FOR ONE YEAR.

Please return completed form to Amber Clark by emailing aclark@cityofjackson.org
or submit to the drop box on the front of Jackson City Hall.



Signature of Applicant

11/21/2021

Date

Section 2.15. - Person in Default to the City. The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full

PROCLAMATION

WHEREAS, Linda Hass is a long-time resident of Jackson County; and

WHEREAS, Linda has worked in the Jackson community for several decades as an author, researcher and presenter of local history; and

WHEREAS, Linda's research has identified Jackson as an important stop on the Underground Railroad and honors residents who took part in this noble effort; and

WHEREAS, the historical significance of Mt. Evergreen Cemetery and Bucky Harris Park, both in the City of Jackson, were recognized by the National Park Service's Underground Railroad Network to Freedom, entirely due to Linda's efforts; and

WHEREAS, Linda advocated for, and was successful in, new historical markers that shed light on Jackson's anti-slavery activities; and

WHEREAS, Linda is a founding member of the recently-reinvigorated Jackson County Historical Society, a group that is working to update and raise the community's historic profile.

NOW, THEREFORE, we, the members of the City Council in the City of Jackson, Michigan, do hereby proclaim:

LINDA HASS AS THE CITY'S HONORARY CITY HISTORIAN

Due to her close collaboration with the City of Jackson, Michigan, and her ongoing work to promote Jackson's historic importance. Linda is a valued ambassador for our City, and her unyielding efforts are appreciated by us all.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Jackson, Michigan to be affixed this 7th day of December, 2021.

Daniel J. Mahoney, Mayor

Arlene Robinson, Ward 1 & Vice-Mayor

Freddie Dancy, Ward 2

Angelita Gunn, Ward 3

Laura Dwyer Schlecte, Ward 4

Karen Bunnell, Ward 5

Will Forgrave, Ward 6

MEMOTO: Mayor and City Council members

FROM: Jason Yoakam, City Assessor 

DATE: December 7, 2021

SUBJECT: Resolution Revoking OPRA Certificate Number 3-19-0030

Recommendation: Approve the proposed Resolution revoking the Obsolete Property Rehabilitation Act (OPRA) Certificate Number 3-19-0030.


Attached please find the resolution revoking the OPRA certificate for Bridgepoint Development, LLC that was approved by the City of Jackson on October 15, 2019.

I am requesting that Council revoke the certificate as the owner did not fulfill their obligation to rehabilitate the facility within the construction period allowed. If approved, the revocation would be effective for the following year (2022).

I recommend approval of the above mentioned resolution. Your consideration and concurrence is appreciated.

Attachments.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jason Yoakam 
DATE: December 7, 2021
RECOMMENDATION: Recommend adoption of Resolution Revoking OPRA Certificate No. 3-19-0030

SUMMARY

An Obsolete Property Rehabilitation Act Certificate (OPRA) is a tax abatement that allows for the rehabilitated portion of an improvement to pay only School Operating and State Education Tax, while paying the full millage rate on the frozen, prior to rehabilitation, portion of a building. Bridgepoint Development, LLC located at 134 S Martin Luther King Jr Dr. is a recipient of this abatement. I am requesting that Council revoke the certificate as the owner did not fulfill their obligation to rehabilitate the facility within the construction period allowed. The revocation will be effective for the following year (2022).

BUDGETARY CONSIDERATIONS

With the exception of a new roof and some exterior block walls, the property benefited little from any rehabilitation. There is no significant budgetary consideration.

HISTORY, BACKGROUND and DISCUSSION

On October 15, 2019 City Council approved an Obsolete Property Rehabilitation Act Certificate (OPRA) for Bridgepoint Development, LLC for 12 years, expiring 12/30/2031. The planned date of completion for the rehabilitation was July 1, 2020 per the development agreement. OPRA certificate recipient was e-mailed and a phone call placed explaining why a recommendation for revocation was being presented to council.

POSITIONS

Recommend adoption of the Resolution Revoking OPRA Certificate No. 3-19-0030

ATTACHMENTS: Memo to Council and the Resolution Revoking OPRA Certificate No. 3-19-0030.

RESOLUTION REVOKING OPRA CERTIFICATE No. 3-19-0030

BY THE CITY COUNCIL:

WHEREAS, pursuant to P.A. 146 of 2000, as amended, after a duly noticed public hearing held on the 12th day of July, 2016, the City of Jackson by resolution established the Obsolete Property Rehabilitation District that includes 134 S Martin Luther King Jr Dr; and

WHEREAS, the City of Jackson approved an OPRA application for Bridgepoint Development LLC, certificate number 3-19-0030 for property located at 134 S Martin Luther King Jr Dr. in the amount of \$1,500,000; and

WHEREAS, Bridgepoint Development LLC, has failed to proceed in good faith with the rehabilitation of the facility within the construction period allowed; and

NOW, THEREFORE, BE IT RESOLVED, that the City hereby revokes Obsolete Property Rehabilitation Exemption Certificate number 3-19-0030 for Bridgepoint Development LLC, for property located at 134 S Martin Luther King Jr Dr.

* * * * *

State of Michigan)
County of Jackson) ss
City of Jackson)

I, Andrea Muray, City Clerk in an for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on this 7th day of December, 2021.

IN WITNESS WHEREOF, I have hereto affixed
My signature and the Seal of the City
of Jackson, Michigan, on this 8th day of
December, 2021.

_____Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: December 7, 2021
SUBJECT: Award the Municipal building refuse and recycling collection contract to Modern Waste Systems in the amount of \$43,887.00

Recommendation:

Award the Municipal building refuse and recycling collection contract to Modern Waste Systems in the amount of \$43,887.00

Attached is a memo from Kelli Hoover, Director of Parks, Recreation and Cemeteries regarding the Municipal building refuse and recycling collection contract Municipal building refuse and recycling collection contract.

We recommend approval of contract to Modern Waste Systems of Napoleon, Michigan and authorization for the Mayor and Clerk to execute the appropriate documents. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Kelli Hoover, Director Parks, Recreation and Cemeteries
DATE: December 7, 2021
RECOMMENDATION: Award the Municipal building refuse and recycling collection contract to Modern Waste Systems in the amount of \$43,887.00

SUMMARY

The City of Jackson Departments of Public Works, Purchasing and Parks went out for bid for garbage and recycling in the downtown and parks. Modern Waste Systems was the only company to bid in the amount of \$43,887.00. The contract would have (2) 1 year renewals with a 3% increase each year.

BUDGETARY CONSIDERATIONS

2021/2022	Modern Waste Systems	Napoleon Michigan	\$43,887
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HISTORY, BACKGROUND and DISCUSSION

The City of Jackson went out to bid to update our refuse and recycling for the City. In our pre bid meeting companies shared they could not do recycling in the downtown and our other facilities. In the contract with Modern Waste Systems will pick up at Corrugated Cardboard at the City Hall location.

POSITIONS

Requested action is to award the Municipal building refuse and recycling collection contract to Modern Waste Systems in the amount of \$43,887.00

Modern Waste Cost Estimate

3% Increase Per Year

Departments	Monthly	JUNE - AUG		Yearly	2021-2022		2022-2023		2023-2024	
		MONTHLY	MONTHLY		YEARLY	YEARLY	YEARLY	YEARLY		
POLICE	\$ 212.00	\$ 212.00	\$ 212.00	\$ 2,544.00	\$ 2,544.00	\$ 2,620.32	\$ 2,698.93			
FIRE	\$ 122.00	\$ 122.00	\$ 122.00	\$ 1,464.00	\$ 1,464.00	\$ 1,507.92	\$ 1,553.16			
MLK CENTER	\$ 191.00	\$ 272.00	\$ 2,535.00	\$ 2,535.00	\$ 2,611.05	\$ 2,689.38				
WOODLAND CEMETERY	\$ 253.00	\$ 253.00	\$ 3,036.00	\$ 3,036.00	\$ 3,127.08	\$ 3,220.89				
NIXON PARK	\$ 145.00	\$ 253.00	\$ 2,064.00	\$ 2,064.00	\$ 2,125.92	\$ 2,189.70				
LOOMIS PARK	\$ 253.00	\$ 253.00	\$ 3,036.00	\$ 3,036.00	\$ 3,127.08	\$ 3,220.89				
SHARP PARK	\$ 360.00	\$ 360.00	\$ 4,320.00	\$ 4,320.00	\$ 4,449.60	\$ 4,583.09				
WWTP	\$ 212.00	\$ 212.00	\$ 2,544.00	\$ 2,544.00	\$ 2,620.32	\$ 2,698.93				
WATER TREATMENT	\$ 217.00	\$ 217.00	\$ 2,604.00	\$ 2,604.00	\$ 2,682.12	\$ 2,762.58				
DPW	\$ 212.00	\$ 212.00	\$ 2,544.00	\$ 2,544.00	\$ 2,620.32	\$ 2,698.93				
CITY HALL	\$ 483.00	\$ 483.00	\$ 5,796.00	\$ 5,796.00	\$ 5,969.88	\$ 6,148.98				
CITY SIDEWALKS	\$ 950.00	\$ 950.00	\$ 11,400.00	\$ 11,400.00	\$ 11,742.00	\$ 12,094.26				
TOTAL:	\$ 3,610.00	\$ 3,799.00	\$ 43,887.00	\$ 43,887.00	\$ 45,203.61	\$ 46,559.72				

August 26, 2021

The City of Jackson is accepting proposals for **MUNICIPAL BUILDING REFUSE AND RECYCLING COLLECTION** until **Thursday, September 23, 2021, 9:00 AM**.

A prebid meeting is scheduled for **Thursday, September 9, 2021, 2:00 PM**. This meeting will be held at Jackson City Hall, 10th Floor, 161 W. Michigan Avenue, Jackson, MI 49201.

Interested firm shall submit three (3) bound copies, and one (1) electronic copy (PDF format) USB copy no later than **Thursday, September 23, 2021, 9:00 AM** to:

Shelly Allard, Purchasing Coordinator
City of Jackson Purchasing Department
161 W. Michigan Avenue
Jackson, MI 49201
sallard@cityofjackson.org

Questions shall be directed to Shelly Allard.

The City of Jackson reserves the right to cancel or reissue the RFP. Selection may include a sole entity, teams or none based on responses. Negotiations may be undertaken with the respondent(s) whose proposals and other factors show them to be qualified, responsible and capable of performing the work which is most advantageous to the City of Jackson.

The term of this Contract is two years and will commence with the issuance of the contract. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties.

SCOPE OF SERVICES:

The City of Jackson is seeking proposals from qualified Contractors to provide rubbish and recycling services from designated facilities and trash/recycling cans located on the sidewalks and Parks throughout the City's Downtown District.

The City would like to initiate a program to recycle office white and color paper, newspapers, magazines, cardboard, plastic bottles, glass bottles and aluminum cans with "Single Stream Recycling". All recycling containers are to be serviced to a minimum of once per week.

The scope of this work shall include all labor, equipment and materials necessary to complete this according to the specifications listed in the contract documents. All labor, equipment and materials necessary for completion of the work

MODERN WASTE SYSTEMS

P.O. Box 275

Napoleon, MI 49261

517-563-4900

September 20, 2021

City of Jackson
Shelly Allard, Purchasing Coordinator
City of Jackson Purchasing Department
161 W. Michigan Ave.
Jackson, MI 49201

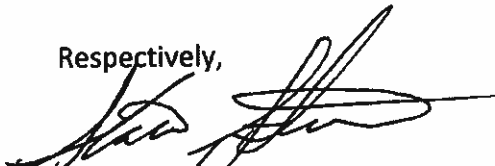
Dear Ms. Allard,

We at Modern Waste Systems appreciate the opportunity to submit pricing for the "MUNICIPAL BUILDING REFUSE AND RECYCLING COLLECTION" to the City of Jackson.

Please find, enclosed, the required documents for the bidding process for the City of Jackson. Any forms not supplied or that may need to be supplied in the future will be complied with.

We are excited and proud to be included in this process and look forward to continuing to provide the refuse and recycling services for the City of Jackson's Municipal Buildings.

Respectively,



Steve Sytsma
General Manager

Municipal locations to provide refuse and single stream recycling collection:

- Police Department 216 E. Washington St.
- Fire Department 518 N. Jackson St.
- Martin Luther King Center 1107 Adrian St.
- Woodland Cemetery 2615 Francis St.
- Nixon Park 400 E. North St.
- Boos Center/Loomis Park 210 Gilbert St.
- Sharp Park 3225 Fourth St.
- Wastewater Treatment 2995 Lansing Ave.
- Water Treatment 740 E. Mansion St.
- Public Works 521 Water St.
- City Hall 161 W. Michigan Ave.
- Downtown Sidewalk Cans 50 cans in Downtown District

The Downtown District shall be defined by the boundaries of Louis Glick Hwy to the North, Wesley St to the South, Cooper St to the East, Wildwood Ave to the West. All refuse and recycling cans shall be located along the sidewalks, throughout Blackman and Bucky Harris Parks, excluding cans along the Grand River walk near the Consumers Energy Campus. Refuse and recycling cans located throughout the Downtown District may be added, removed and/or relocated at any time throughout the service.

SINGLE STREAM RECYCLING SPECIFICATIONS:

- Copier Paper (white and colored)
- Print Paper
- Magazines and Newsprint
- Corrugated Cardboard
- Plastics with symbols #1, #2, #3, #4, #5, #6 and #7 (narrow/screw crew top containers)
- Glass food and beverage containers – brown, clear or green
- Aluminum food and beverage containers

City of Jackson Service Locations

LOCATION	ADDRESS	QTY	REFUSE DUMPSTER SIZE (CUBIC YARD)	RECYCLING CONTAINER SIZE (CUBIC YARD)*	NUMBER OF PICKUPS PER WEEK	DAY OF PICKUP	RECYCLING SERVICES
Police Department	216 E. Washington St.	1	4	2	2/week	MON, THUR	Single Stream Recycling
Fire Department	518 N. Jackson St.	1	4	2	1/week	THUR	Single Stream Recycling
Martin Luther King Center	1107 Adrian St.	1	3	2	2/week	MON, THUR	Single Stream Recycling
		1	3	2	3/week (June - August)	MON, WED, FRI	Single Stream Recycling
Woodland Cemetery	2615 Francis St.	1	6	3	2/week	MON, THUR	Single Stream Recycling
Nixon Park	400 E. North St.	1	6	3	1/week	THUR	Single Stream Recycling
Boos Center/Loomis Park	210 Gilbert St.	1	6	3	2/week (June-August)	MON, THUR	Single Stream Recycling
		1	6	3	1/week	THUR	Single Stream Recycling
Sharp Park	3225 Fourth St.	1	6	3	2/week (June-August)	MON, THUR	Single Stream Recycling
Wastewater Treatment Plant	2995 Lansing Ave.	1	4	2	2/week	MON, WED, FRI	Single Stream Recycling
Water Treatment Plant	740 E. Mansion St.	1	4	2	1/week	MON, THUR	Single Stream Recycling
Public Works	521 Water St.	1	4	2	2/week	MON, THUR	Single Stream Recycling
City Hall	161 W. Michigan Ave.	1	2	2	Daily	DAILY	Single Stream Recycling
Downtown District	Sidewalks – Parks	50	Per Can	Per Can	3/week	MON, WED, FRI	Single Stream Recycling

*Estimated Recycle Container Size

accordance with the provisions governing Termination of Contract in these General Conditions.

- D. **Materials and Workmanship:** All materials shall meet the requirements of the applicable specifications and shall be installed or used in accordance with the directions of the manufacturer and in such a manner so as to preserve all manufacturer warranties. All work shall be done in a good, substantial, workmanlike manner.
- E. **Superintendence by Contractor:** The Contractor shall also be responsible for the general supervision and coordination of work.
- F. **Permits, Fees, and Notices:** The Contractor shall secure and pay for the building permit, if required, and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulation and lawful orders of public authorities having jurisdiction over Work, as determined by the City.

All work shall comply with all requirements of all current ordinances, laws and regulations of all federal, state and local authorities having jurisdiction. The contractor shall be responsible for requesting, obtaining and paying for inspections of his work as required by said authorities.

If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulation, the Contractor shall promptly notify the City in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, without such notice to the City, the Contractor shall assume full responsibility for such Work, its correction or removal, and shall bear the attributable costs.

- G. **Protection of Property and Structures:** The Contractor shall carefully protect the property of the City, adjacent properties and structures, and utilities both above and below the surface of the ground. All damages to property, existing structures, trees and shrubs will be remedied by the Contractor by repairing, restoring or replacing the same to its prior condition as incidental to the work, and no extra compensation will be allowed.
- H. **Safeguards:** The Contractor shall at all times take every precaution to safeguard both employees and the public from hazards incidental to the work, and shall comply with all applicable provision of Federal, state and Municipal Safety Laws and Codes.

GENERAL CONDITIONS

I. **DEFINITION OF TERMS USED:** The terms used in the Contract Documents are defined as follows:

A. "City" shall mean the City of Jackson, Michigan, a municipal corporation or the City department responsible for overseeing the performance of the work.

B. "Contract Documents" shall include the following:

- Notice of Award
- Addendums
- Agreement
- Bid Proposal and Bid Sheets
- Insurance Certificate
- Change Orders
- Notice to Proceed
- Specifications
- General Conditions
- Special Provisions
- Plans and Drawings
- Supplemental Specifications
- All other documents attached hereto

C. "Contractor" shall mean the person or persons, firm partnership, company or corporation who has contracted for the completion of the work specified in the contract documents.

D. "Work" shall mean the services to be performed by the Contractor as set forth in these contract documents.

II. **CONTRACTOR'S OBLIGATIONS:**

A. **Schedule of Work:** The Contractor shall prior to start of contract, submit to the City for written approval a practicable and feasible schedule, showing the order in which he proposes to carry on the work. The Contractor shall perform the work in accordance with the schedule. The schedule may only be revised with the written approval of the City.

B. **Performance and Completion of Work:** Contractor shall provide all labor, materials, tools, and equipment for proper execution and completion of work in accordance with the RFP.

Failure of the Contractor to comply with the requirements of the RFP under this provision will be grounds for determination by the City that the contractor is not pursuing the work with such diligence as will insure completion within the specified time limits. Upon such determination by the city, it may terminate the contractor's right to proceed with the work, in

V. **CHANGES TO THIS CONTRACT:**

A. **Change Orders:** The City shall have the authority to order changes in the work through additions, deletions, or substitutions. Modifications, deletions or additions that change the scope of the work as designated by the contract plans, and extensions of time to complete the contract, shall be covered by a written order signed by the authorized representatives of the Contractor and the City. The change order shall include any change to the contract sum which shall be adjusted in accordance with unit prices and/or lump sum prices as bid.

B. **Delays:** Time is of the essence of this contract. Delays shall be separated into two (2) classifications as determined by the City Manager. The classifications are as follows:

1. delays for which the Contractor is responsible, and
2. delays caused by Acts of God, riots, strikes, shortages of materials which could not be avoided by reasonable foresight, national emergencies which might create delays, public utility delays, etc.

No extensions of time will be given for delays as in classification (1) above for which the Contractor is responsible.

Delays falling into classification (2) above shall in no way affect the validity of the Contract, but the time limitation of the Contract shall be extended by the same amount of time as such delay may cause to be lost. The Contractor must notify the City in writing within 48 hours of the start of any delays falling into this classification.

VI. **VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT.**

This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances ("the Code"). This contract or agreement is also voidable or rescindable at the discretion of the City at any time if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.

VII. **TERMINATION BY THE CITY:**

Should the Contractor, at any time, refuse or fail to prosecute the work with promptness and diligence, or in accordance with the contract documents, the City may, at its sole discretion, terminate the contractor's right to proceed with the work

by written notice to the Contractor. In such event, the City may enter upon the premises and for the purpose of completing the work included under the contract, take possession of all suitable materials thereon and finish the work by whatever method it deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable for and shall pay the difference to the City.

VIII. SECURITY:

A. **Insurance:** The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies having an AM Best rating of A- or better, licensed in the State of Michigan, and approved by the City, that will protect the Contractor, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the types specified below, unless otherwise agreed to by the City in writing. When requested by Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. The amounts and types of such insurance shall be not less than the following:

1. Minimum required limits of liability:

For jobs with an estimated contract cost of \$50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.

- (1) Comprehensive Commercial General Liability of at least:

- a. Bodily Injury, each occurrence \$1,000,000
 - b. Bodily Injury, aggregate \$1,000,000
 - c. Property Damage, each occurrence \$500,000
 - d. Property Damage, aggregate \$500,000
- (or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined Single Limit
 - each occurrence \$1,000,000
 - and aggregate \$1,000,000

(2) Automotive Liability and Property Damage Insurance with limits of at least:

- a. Bodily Injury, each person \$1,000,000
 - b. Bodily Injury, each occurrence \$1,000,000
 - c. Property Damage, each occurrence \$1,000,000
- (or in the alternative to a, b, c)
- d. Bodily Injury and Property Damage Combined Single Limit
 - each occurrence \$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

- 2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its sub-contractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. **If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form WC-337 or its equivalent); and**
- 3. Each policy shall provide for thirty (30) days written notice of

cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

4. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
5. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.

C. **Indemnification:** To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save the City of Jackson, its agents, servants, officials, officers, employees, or representatives (hereinafter "the Indemnitees"), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal expenses including attorneys' fees, or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, including death, or otherwise, brought or recovered against the Indemnitees by reason of any act or omission, without limitation or exception, of the Indemnitees, the Contractor, its agents, contractors, subcontractors, servants, employees, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to this contract. However, this provision does not indemnify, for the negligence of the Indemnitees, in those situations described in Act 165 of the Public Acts of Michigan of 1966, as amended.

D. **Liens:** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any lien or

claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

- E. **Guarantee:** The Contractor shall guarantee all materials and work performed under this Contract for the period of «BOND_TERM» year from the date final payment is made. The contractor shall promptly make any corrections made necessary for reason of faulty materials or workmanship, including corrections of damage to other City property resulting thereby, without cost to the City.

IX. **ARBITRATION:**

- A. **General:** At the City's option, all claims, disputes or questions arising out of or relating to these contract documents may be referred to arbitration for decision and award.
- B. **Selection:** If the City elects to utilize arbitration, the parties may agree on one arbitrator; otherwise a list of three (3) names shall be requested from the American Arbitration Association. Each party shall eliminate one (1) name from the list. After elimination, the one (1) name remaining, shall be the arbitrator who shall determine the dispute and/or award. If both parties eliminate the same name, then the remaining list of two (2) names shall be sent to the American Arbitration Association with a request to have them decide which arbitrator shall hear the case. Certified copies of the findings and/or award shall be filed with the City and the Contractor.
- C. **Compensation:** The arbitrator shall make such rules as he or she shall determine equitable to govern the conduct of the investigation and determination of the award. The arbitrator shall fix the amount of the cost of the proceedings, including his or her fair and reasonable compensation and shall determine how the total cost shall be borne. All proceedings shall be pursuant to the American Arbitrator's Association rules.
- D. **Work to Continue:** The Contractor will carry on the work during the time any arbitration is proceeding, unless agreed in writing by both parties that other arrangements shall be made.

X. **MISCELLANEOUS:**

- A. **Subcontracts:** No subcontracting of this contract is allowed.
- B. **Taxes:** The Contractor shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury on the bid date.

If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in the whole or in part of any Michigan sales or use tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall insure solely to the benefit of the City of Jackson.

- C. **Assignments:** The Contractor shall not assign this contract nor any monies to become due thereunder without the prior written consent of the City.
- D. **Social Security:** The Contractor shall pay the contributions measured by wages of his employees required by the Social Security Act and/or the Public Acts of the State of Michigan, and shall accept exclusive liability for said contributions both on account of employees carried directly on his payrolls and for those of his sub-contractors. The Contractor shall further indemnify and hold harmless the City on account of any contributions measured by the wages of employees of the Contractor or any sub-contractor which may be assessed against the City under authority of said Act of State Law of Michigan.
- E. **Interpretation of Contract Documents:** If any doubt exists in the mind of the Contractor as to the correct meaning of any part of the drawings, specifications, or contract documents, he may submit a written request to the City for any interpretation of the intended meaning, and in so doing he must assume the responsibility for its delivery to the City.

In case of any discrepancy in the contract documents, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

- F. **Coordination of Plans and Specifications:** In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the contract will prevail over all other parts in the following order.
 - 1. Special Provisions/Conditions
 - 2. Supplemental/Technical Specifications
 - 3. Project Plans and Drawings
 - 4. General Conditions

The Contractor shall not take advantage of any apparent error or omission in the plans, specifications, or other contract documents and if any inconsistency, omission, or conflict is discovered in the plans, specifications, or other contract documents, the Contractor shall (i) provide the better quality or greater quantity of work, or (ii) comply with the more stringent requirements, either or both in accordance with the City's

interpretation as to the true intent. If in any place the meaning of the plans, specification, or other contract documents is obscured or uncertain or in dispute, the Contractor shall immediately consult with the City for the City's interpretation as to the true intent.

- G. **Fines and Penalties.** Any fines, penalties or other monetary sanctions from any federal or state authority against the City that are a result of the actions or failure to act of the Contractor will be deducted from any payment that is due to the Contractor. If the fine, penalty or other monetary sanction is levied after Contractor receives payment, Contractor shall reimburse the City within 10 days of written notice for all such fines, penalties or monetary sanctions.
- H. **Withholding.** Contractor must require that its employees comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson. In addition, all contracts between the Contractor and any subcontractors must contain a provision requiring the subcontractor to comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson. Copies of such contract language must be provided to the City prior to commencement of work by the subcontractor.
- I. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement.

CONTRACT SPECIFICATIONS:

Locations may be added, deleted or changed during the course of this contract, as well as container size and service frequency. Any of the locations may be cancelled from the proposed contract if the service is no longer required.

Containers shall be clean, well painted and in like new condition. Containers shall have tight fitting, top loading split covers with lid covers/positioners. Pick up areas are to be kept clean and free of spillage. **Dumpsters for City Hall are to be picked up at 7:00 am. Do not compact until you have left the parking lot.**

Collection vehicles shall not be parked longer than necessary to make vicinity collections.

All containers will be the property of the contractor and the maintenance of those containers shall be the responsibility of the contractor and must comply with City

Ordinance Chapter 12 (3). The sidewalk trash/recycling cans located throughout the City's Downtown District these will be property of the City.

The Downtown District shall be defined by the boundaries of Louis Glick Hwy to the North, Wesley St to the South, Cooper St to the East, Wildwood Ave to the West. All refuse and recycling cans shall be located along the sidewalks, throughout Blackman and Bucky Harris Parks, excluding cans along the Grand River walk near the Consumers Energy Campus. Refuse and recycling cans located throughout the Downtown District may be added, removed and/or relocated at any time throughout the service.

All refuse containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly. Any contractor owned container that presents a hazard to the agency or public must be removed immediately removed and replaced by the contractor.

Refuse and accumulations spilled from container while being serviced must be immediately cleaned up by the contractor's collector.

When excess refuse and recycling is stacked against full containers, this material must also be picked up with collection.

Refuse accumulation shall include any and all materials that are discarded by agency during the use, operation and the maintenance of the facility.

Refuse and recycling collection pickups shall be between 7:00 AM and 5:00 PM Monday through Friday.

Sidewalk trash and recycling cans located in the Downtown are to be emptied and the lids put back on each container by no later than 8:00 am on the day of pick-up.

All material picked up shall be disposed of in a facility properly license under the requirements of the Michigan Waste Management Act (PA 641 of 1078) as amended and the administrative rules adopted pursuant to that act.

AND

The disposal site shall be in compliance with applicable State and Federal laws, rules and regulations. It shall not be a listed Superfund site or on the Michigan Sites of Environmental Contamination Priority List published pursuant to the Michigan Environmental Response Act (PA 307 of 1982 as amended).

Solid Waste haulers shall provide disposal services at licensed facilities which are authorized in the applicable Solid Waste Management Plan (s) plan to accept solid waste from the locations included in this bid. These sites were identified according to Section 13 (a) and 30 (2) and Rule 711 (E) (III) of the Michigan Solid Waste Management Act 1978 PA 641 as amended (Act 641).

If at any time this disposal site is not in compliance with the requirements stipulated above, the City reserves the right to amend or cancel the contractual agreement.

CITY REFUSE LICENSING REQUIREMENTS:

The City of Jackson requires that the refuse company pay an annual license fee, registration fee and inspection fee on each of your refuse vehicles that will be used within the City of Jackson per City Ordinance Chapter 12(5). Each vehicle must pass inspection by the City of Jackson in accordance per City Ordinance Chapter 12(6)(6.1).

INVOICING:

Invoice billing must be rendered on a monthly basis. Invoice is to be submitted via one bill and must clearly designate charges for each individual location for the billing cycle. Invoices can be mailed or emailed to the following:

City of Jackson
Attn: Chandra Willinger
161 W. Michigan Ave, 6th Floor
Jackson, MI 49201
Email: cwillinger@cityofjackson.org

SUBMITTALS:

The submission shall include the following:

- a. Cover letter and introduction including the name of the firm, address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposal.
- b. Information on the firm and the firm's qualifications, capabilities, staffing, areas of services, years in business, etc.
- c. References, a minimum of three (3), outlining scope of services, project description, and cost.
- d. The proposed fees for the Project. Identify the basic services included in your fee; any additional services and additional costs not included in your basic fee; and any reimbursable expenses with the applicable reimbursable rates. Provide a best estimate of what the reimbursable expenses costs would be.

PROPOSAL

TO: City Manager
c/o Purchasing Agent
City of Jackson, Michigan

Date: SEPTEMBER 21, 2021

In compliance with your invitation for bids dated August 26, 2021 to perform **MUNICIPAL BUILDING REFUSE AND RECYCLING COLLECTION** in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
doing business as _____
at _____
2. partnership, consisting of _____
and _____
under the firm name of _____
3. corporation by the name of TUSK MI, LLC DBA MODERN WASTE SYSTEMS
organized and existing under the laws of the State of MICHIGAN
with offices at 7245 S. BROOKLYN RD. JACKSON, MI 49201
(strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 87-1459511

(Corporate Seal, if applicable) Name of Bidder: MODERN WASTE SYSTEMS

Signed By: William B. Thomas

Its: COMMERCIAL SALES AND OPERATIONS MGR

BID SHEET

DATE: September 21, 2021

PROPOSAL FOR: MUNICIPAL BUILDING REFUSE AND RECYCLING COLLECTION

TO: The Mayor and the City Council
City of Jackson, Michigan

Ladies and Gentlemen:

The Undersigned has examined the plans, specifications, and the location of the above described work, and is fully informed as to the conditions relating to its performance, and understands the quantities shown in the estimate and on the plans are accurate to the best belief and knowledge of the Engineer, but are not guaranteed.

The undersigned hereby proposes to furnish all equipment, materials, supplies, labor, and services necessary to commence and complete the project as described in the Contract Documents; and in strict conformity with the requirements of the Specifications and such other special provisions and supplemental specifications as may be a part of this proposal for the above described project at the following unit prices all labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged (list addenda by Addendum Number and Date):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

SCHEDULE OF BID PRICES

NOTE: UNIT PRICES MUST BE LISTED AND SHALL GOVERN.

TWELVE (12) MONTH REFUSE SERVICE

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST *** EACH/MONTH	TOTAL ***
A	1	2 cubic yards	daily	\$ 388.00	\$ 388.00
B	1	3 cubic yards	3 per week	\$ 272.00	\$ 272.00
C	2	4 cubic yards	1 per week	\$ 122.00	\$ 244.00
D	3	4 cubic yards	2 per week	\$ 212.00	\$ 636.00

***3% INCREASE ANNUALLY

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST *** EACH/MONTH	TOTAL ***
E	2	6 cubic yards	1 per week	\$ 145.00	\$ 290.00
F	1	6 cubic yards	2 per week	\$ 253.00	\$ 253.00
G	1	6 cubic yards	3 per week	\$ 360.00	\$ 360.00
H	50	Sidewalk Cans	3 per week	\$ 19.00	\$ 950.00

***3% INCREASE ANNUALLY

THREE (3) MONTH REFUSE SERVICE
(June to August or as listed on attached sheet)

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST *** EACH/MONTH	TOTAL ***
I	1	3 cubic yards	3 per week	\$ 272.00	\$ 272.00
J	2	6 cubic yards	2 per week	\$ 253.00	\$ 506.00

***3% INCREASES ANNUALLY

TWELVE (12) MONTH RECYCLING SERVICE

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST *** EACH/MONTH	TOTAL ***
K	1	96 Gallon	weekly	\$ N/A	\$ N/A
L	8	2 cubic yards	CARDBOARD ONLY weekly	\$ 85.00	\$ 680.00
M	6	3 cubic yards	CARDBOARD ONLY weekly	\$ 90.00	\$ 540.00
N	1	4 cubic yards	CARDBOARD ONLY weekly	\$ 95.00	\$ 95.00
O	50	Sidewalk Cans ***	3 per week	\$ 19.00	\$ 950.00

CONTAMINATED RECYCLING LOADS WILL BE ASSESSED A \$50.00 FEE PER CONTAINER *3% INCREASE ANNUALLY

***WILL BE SERVICED WITH A TRASH TRUCK AS TRASH

DUMPSTER FOR AS NEEDED PROGRAMS

ITEM	QTY	CONTAINER SIZE	# TIMES DUMPED	COST W/ DISPOSAL ***	TOTAL ***
P	1	10 cubic yards	as needed	\$ 330.00	\$ 330.00
Q	1	15 cubic yards	as needed	\$ 395.00	\$ 395.00
R	1	20 cubic yards	as needed	\$ 430.00	\$ 430.00
S	1	30 cubic yards	as needed	\$ 530.00	\$ 530.00
T	1	40 cubic yards	as needed	\$ N/A	\$ N/A

***3% INCREASE ANNUALLY

City of Jackson Service Locations

LOCATION	ADDRESS	QTY	REFUSE DUMPSTER SIZE (CUBIC YARD)	RECYCLING CONTAINER SIZE (CUBIC YARD)*	NUMBER OF PICKUPS PER WEEK	DAY OF PICKUP	RECYCLING SERVICES
Police Department	216 E. Washington St.	1	4	2	2/week	MON,THUR	Single Stream Recycling
Fire Department	518 N. Jackson St.	1	4	2	1/week	THUR	Single Stream Recycling
Martin Luther King Center	1107 Adrian St.	1	3	2	2/week	MON,THUR	Single Stream Recycling
		1	3	2	3/week (June - August)	MON, WED, FRI	Single Stream Recycling
Woodland Cemetery	2615 Francis St.	1	6	3	2/week	MON,THUR	Single Stream Recycling
Nixon Park	400 E. North St.	1	6	3	1/week	THUR	Single Stream Recycling
		1	6	3	2/week (June-August)	MON,THUR	Single Stream Recycling
Boos Center/Loomis Park	210 Gilbert St.	1	6	3	1/Week	THUR	Single Stream Recycling
		1	6	3	2/week (June-August)	MON,THUR	Single Stream Recycling
Sharp Park	3225 Fourth St.	1	6	3	3/week	MON, WED, FRI	Single Stream Recycling
Wastewater Treatment Plant	2995 Lansing Ave.	1	4	2	2/week	MON,THUR	Single Stream Recycling
Water Treatment Plant	740 E. Mansion St.	1	4	2	1/week	MON	Single Stream Recycling
Public Works	521 Water St.	1	4	2	2/week	MON,THUR	Single Stream Recycling
City Hall	161 W. Michigan Ave.	1	2	2	Daily	DAILY	Single Stream Recycling
Downtown District	Sidewalks – Parks	50	Per Can	Per Can	3/week	MON, WED, FRI	Single Stream Recycling

*Estimated Recycle Container Size

Bidder's Name:	MODERN WASTE SYSTEMS	
Address:	7245 S. BROOKLYN RD	
City, State, Zip:	JACKSON, MI 49201	
Telephone:	517-536-4900	
Fax:	517-536-0858	
Email Address:	bthomas@modernwastesystem.com	
Federal ID Number:	38-3228604	
Bid Signed By:	BILL THOMAS	Print or Type
Title:	COMMERCIAL SALES AND OPERATIONS MGR	

1. I am the person described in and who executed the foregoing bid and that the several matters stated are in all respects true.
2. That I am an employee of the firm or company described in and I am authorized to submit said bid.

By William B. Thomas

Its COMMERCIAL SALES AND OPERATIONS MGR

CONTRACT COMPLIANCE

DATE: August 26, 2021
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

MODERN WASTE SYSTEMS certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment MODERN WASTE SYSTEMS understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: SEPTEMBER 21, 2021

By: MODERN WASTE SYSTEMS
(Bidder's Name)

By: *William B. Thomas*
(Signature)

By: COMMERCIAL SALES AND OPERATIONS MGR
(Title)

7245 S. BROOKLYN RD
Address

JACKSON
City

MICHIGAN 49201
State and Zip

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract, or purchasing agreement.
5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

- (a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.
- (2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.
- (3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER:

MODERN WASTE SYSTEMS

ADDRESS:

7245 S. BROOKLYN RD

JACKSON, MI 49201

SIGNED BY:

William B. Thomas

TITLE:

COMMERCIAL SALES AND OPERATIONS MGR

DATE:

SEPTEMBER 21, 2021

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: SEPTEMBER 21, 2021

By: MODERN WASTE SYSTEMS
(Bidder's Name)

By: *William B. Thomas*
(Signature)

By: COMMERCIAL SALES AND OPERATIONS MGR
(Title)

7245 S. BROOKLYN RD
Address

JACKSON
City

MICHIGAN 49201
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

ss

COUNTY OF Jackson)

_____ , being first duly sworn, deposed and says that:

1. He is William Thomas of, Modern Waste Systems the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 9-21-21

By: Modern Waste Systems [Signature]
(Company)

By: Commercial Sales and Operations Mgr.
(Title)

Subscribed and sworn to before me, a Notary Public, this 21st day of September 2021.

[Signature]

Samantha Slack
NOTARY PUBLIC - STATE OF MICHIGAN
Jackson County
My Commission Expires 04/04/2028
Acting in the County of Jackson

Notary Public, Jackson County,
My commission expires: 4/4/28

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

I, BILL THOMAS an authorized representative of MODERN WASTE SYSTEMS

am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated SEPTEMBER 21, 2021

William B. Thomas

Signature



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name WILLIAM B. THOMAS	Company MODERN WASTE SYSTEMS
Telephone 517-536-4900	Email Address bthomas@modernwastesystems.com

Contract or matter pending with the City:

I, William B. Thomas, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

¹ Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

² Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Property address: _____

Property interest: _____

- An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

- I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

- None of the above apply.

Dated: 9-21-21



Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 21st day of September, 2021.
By DIVERS license



Samantha Slack
NOTARY PUBLIC - STATE OF MICHIGAN
Jackson County
My Commission Expires 04/04/2028
Acting in the County of JACKSON

APPENDIX A
CITY OF JACKSON
STANDARD TERMS AND CONDITIONS
FOR
PROFESSIONAL SERVICE AGREEMENT

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amount identified in PSP's proposal dated _____, 20____, (Proposal) constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for all professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the Proposal and the Owner's Request for Proposal (RFP) dated _____, 20____. Said RFP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. **SERVICES:** The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFP.
2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Proposal in accordance with the terms of payment set forth herein.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses. Provided however, preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same. Pursuant to Charter Section 2.15, Owner may deduct from the amount paid to PSP any invoices, judgments, or taxes currently owed by the PSP that are delinquent.

4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.
6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement.

The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP.

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an occurrence basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **OWNER OBLIGATIONS:** Owner shall at no cost to PSP:
 - A. Provide all information to PSP as identified in the RFP.
 - B. Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
 - C. Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
 - D. Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
 - E. Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, PSP expressly agrees to indemnify, defend and hold Owner harmless against all claims, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from PSP's performance of this Contract, based upon any act or omission, negligent or otherwise, of PSP or any employee, subcontractor or other person acting on PSP's behalf in connection with or incident to this contract or the work to be performed hereunder. PSP shall not be obligated to indemnify Owner for the Owner's own negligence. PSP's obligation to indemnify, hold harmless and defend Owner shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities provided by law.
12. **VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT.** This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances ("the Code"). This contract or agreement is also voidable or rescindable if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.
13. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Michigan.
14. **NO ASSIGNMENT:** Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
15. **NO WAIVER:** The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
16. **VENUE:** The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
17. **NEGOTIATED:** It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
18. **CONFLICTING TERMS.** If any term or provision of these Standard Terms and Conditions are in conflict with the Proposal/Contract Agreement between the parties, or any addendum thereto, the provisions or terms of the Standard Terms and Conditions shall control.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement. This Agreement may be amended only by a written instrument signed by the PSP and the Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the _____ day of _____, 20____.

Project Identification: **MUNICIPAL BUILDING REFUSE AND RECYCLING COLLECTION**

Professional Service Provider, (PSP)

(Type Name of Company)

By _____

Witness

Its _____
City of Jackson, (OWNER)

By _____

Witness

Its _____

Approved as to Substance

Approved as to Form:

Jonathan Greene, City Manager

Matthew M. Hagerty, City Attorney

Modern Waste Cost Estimate

3% Increase Per Year

Departments	Monthly	JUNE - AUG MONTHLY	Yearly	2021-2022 YEARLY	2022-2023 YEARLY	2023-2024 YEARLY
POLICE	\$ 212.00	\$ 212.00	\$ 2,544.00	\$ 2,544.00	\$ 2,620.32	\$ 2,698.93
FIRE	\$ 122.00	\$ 122.00	\$ 1,464.00	\$ 1,464.00	\$ 1,507.92	\$ 1,553.16
MILK CENTER	\$ 191.00	\$ 272.00	\$ 2,535.00	\$ 2,535.00	\$ 2,611.05	\$ 2,689.38
WOODLAND CEMETERY	\$ 253.00	\$ 253.00	\$ 3,036.00	\$ 3,036.00	\$ 3,127.08	\$ 3,220.89
NIXON PARK	\$ 145.00	\$ 253.00	\$ 2,064.00	\$ 2,064.00	\$ 2,125.92	\$ 2,189.70
LOOMIS PARK	\$ 253.00	\$ 253.00	\$ 3,036.00	\$ 3,036.00	\$ 3,127.08	\$ 3,220.89
SHARP PARK	\$ 360.00	\$ 360.00	\$ 4,320.00	\$ 4,320.00	\$ 4,449.60	\$ 4,583.09
WWTP	\$ 212.00	\$ 212.00	\$ 2,544.00	\$ 2,544.00	\$ 2,620.32	\$ 2,698.93
WATER TREATMENT	\$ 217.00	\$ 217.00	\$ 2,604.00	\$ 2,604.00	\$ 2,682.12	\$ 2,762.58
DPW	\$ 212.00	\$ 212.00	\$ 2,544.00	\$ 2,544.00	\$ 2,620.32	\$ 2,698.93
CITY HALL	\$ 483.00	\$ 483.00	\$ 5,796.00	\$ 5,796.00	\$ 5,969.88	\$ 6,148.98
CITY SIDEWALKS	\$ 950.00	\$ 950.00	\$ 11,400.00	\$ 11,400.00	\$ 11,742.00	\$ 12,094.26
TOTAL:	\$ 3,610.00	\$ 3,799.00	\$ 43,887.00	\$ 43,887.00	\$ 45,203.61	\$ 46,559.72

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: December 7, 2021

SUBJECT: **Recommendation of approval for Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement at a cost of \$17,000.**

Recommendation:

Approval of the Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement at a cost of \$17,000. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Attached is a report from Michael Osborn, Director of Public Works regarding the award referenced above.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: December 7, 2021

RECOMMENDATION: Approval for Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement at a cost of \$17,000.

SUMMARY

The City of Jackson Water Treatment Plant (WTP) utilizes a large 7.5 million gallon above ground water storage tank, to store clean, treated water prior to it being released into the City's Water Distribution System. During the construction in 1971 there were two butterfly valves installed, one a 24-inch influent and the other a 30-inch effluent, located in a below grade valve chamber that is directly adjacent to the finished water reservoir were. A portion of the existing vault is located underneath the tank and the inlet and outlet pipe penetrate the ceiling of the vault, go through the tank floor slab, and enter the tank. These valves are in poor condition and no longer seal properly allowing water to pass through the valves when closed. At the request of the City Manager, proposals for the professional services for this project were received from Fishbeck, Tetra Tech and Fleis & Vandenbrink.

The proposal costs are as follows:

Tetra Tech	\$17,000
Fishbeck	\$66,900
Fleis & VandenBrink	No Bid

Included as part of this contract will the engineering and project administration to install new butterfly valves for both the 24-inch influent and the 30-inch effluent and the construction of one (possibly two) new valve vault(s).

BUDGETARY CONSIDERATIONS

The professional service contract for engineering and project administration for \$17,000 is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

HISTORY, BACKGROUND and DISCUSSION

The City of Jackson Water Treatment Plant (WTP) utilizes a large 7.5 million gallon above ground water storage tank, originally constructed in 1971 on the WTP grounds, to store clean, treated water prior to it being released into the City's Water Distribution System. During the construction in 1971 there were two butterfly valves installed, one a 24-inch influent and the other a 30-inch effluent, located in a below grade valve chamber that is directly adjacent to the finished water reservoir were. A portion of the existing vault is located underneath the tank and the inlet and outlet pipe penetrate the ceiling of the vault, go through the tank floor slab, and enter the tank. These valves are in poor condition and no longer seal properly allowing

water to pass through the valves when closed. In addition, these valves are difficult to operate and/or inoperable at times.

This project would include installation of new butterfly valves for both the 24-inch influent and the 30-inch effluent, abandoning the existing failing butterfly valves. Also included would be to construct one (possibly two) new valve vault(s). The vault(s) would be cast-in-place around the existing influent and effluent piping. The vault(s) would be provided with a rectangular double-door hatch, ladder, and sump pump. Cut the existing pipes, install adapter flange couplings, new valves, and pipe supports.

POSITIONS

Approve the professional services contract with Tetra Tech to perform the engineering and project administration for the Water Treatment Plant Ground Storage Tank Isolation Valve Replacement. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.



October 14, 2021

Mr. Mike Osborn
City of Jackson
Director
Department of Public Works
161 West Michigan Avenue
Jackson, MI 49201

**Re: Proposal for City of Jackson Water Treatment Plant
Design and Engineering Proposal
Ground Storage Tank Valve Replacement**

Dear Mr. Osborn:

Thank you for the opportunity to provide the City of Jackson Department of Public Works Water Division with professional process and structural engineering consulting services for the Jackson Water Treatment Plant (WTP). These services will be provided for design and construction administration.

This letter is in response to your August 5, 2021, Request for Proposal (RFP) to provide design and engineering services for a WTP project described as follows in your RFP:

Design and construction administration to replace one 24-inch influent valve, and one 30-inch effluent valve on our 7.5 MG Ground Storage Tank.

PROJECT UNDERSTANDING

The City intends to fund the entire cost of this water treatment plant improvement project from a portion of the 2021 American Rescue Plan Act (ARPA) funds allocated directly to the City of Jackson. The ARPA requires that the funds be spent by December 31, 2024. In order to provide you with a proposal that meets all your requirements, Tetra Tech met with water treatment plant staff on August 11, 2021, to tour and photograph the project site. Our understanding of the work you require for this project is presented below.

Ground Storage Tank Valve Replacement

The 7.5 MG Ground Storage Tank is served by two Allis Chalmers butterfly valves that need to be replaced. There is a 24-inch influent valve and 30-inch effluent valve.

Our proposed budget for this project is based on the following approach:

- Remove and replace the existing valves in the existing vault.
- The existing valves are supported by cast-in-place concrete cradle bases. These are the only supports in the structure. New supports beneath the elbows will be required for removing the valve supports to facilitate valve removal. Valve removal is complicated by the concrete supports and because no flexible joints exist in the vault. The piping and valves may not be readily removed even after removing the hardware.

This approach has the following risks:

- The work must be performed quickly (similar to the recent successful Filter Gallery Piping Improvements project limitations). Work should not be done during summer demand and the outage must be time limited.
- The piping may not allow flexibility for valve removal and could result in stressing the elbows and connection to the floor of the tank. A potential solution would be to add support beneath each elbow and then cut the existing spool adjacent to the valve and remove the spool with the valve (typical for each pipe). The new spool would be flanged by plain end with a flexible connection to the new valve.

NOTE: During the basis of design phase, we will review an alternative to this approach for the City's consideration. This alternative approach would abandon the existing valves open in place and construct one (possibly two) new valve vault(s). The vault(s) would be cast-in-place around the existing influent and effluent piping. The vault(s) would be provided with a rectangular double-door hatch, ladder, and sump pump. Cut the existing pipes, install adapter flange couplings, new valves, and pipe supports. The low lift pumps can pump directly to the high lift pump suction header as an interim solution if needed.

SCOPE OF SERVICES

Tetra Tech will deliver the following services for each of this project . We have separated our services into two tasks per your request (Design and Construction Administration).

1.0 DESIGN:

- 1.1 **Basis of Design** – Process and structural design staff will the project site (as necessary) and document background conditions and confirm the scope of improvements to be made as a result of the project. Information obtained from this visit will be used to develop REVIT models and base construction drawings. NOTE: These base construction drawings will only be as detailed as required to complete the project. This effort does not include developing “as-built” drawings of the existing facilities. We will prepare a Basis of Design for the project which will include conceptual drawings and engineer's opinion of probable construction cost.
- 1.2 **50% Construction Documents** – The design team will develop a package of documents for Jackson DPW's review. These documents will include the following:
 - 1.2.1 **DRAWINGS** – Site, process and structural drawings will be developed to approximately

- the 50% level.
- 1.2.2 SPECIFICATIONS - Specifications will be prepared using the latest Construction Specification Institute (CSI) format. Division 0, 1 and 2 specifications will be included. We will draft the bid form, develop allowance descriptions and costs, project requirements, and demolition.
 - 1.2.3 ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COST – Using the latest RS Means and Tetra Tech construction cost data we will provide an opinion of probable construction cost for the work detailed in the specifications and drawings.
 - 1.2.4 50% AND 95% REVIEW MEETINGS – Our staff will meet with Jackson staff to review the 50% documents in order to incorporate the City’s comments in the 95% documents, which we will review with the City. The meetings will be held approximately one week after the 50% and 95% submissions to give Jackson staff adequate time to review the submitted documents.
 - 1.2.5 EGLE REVIEW AND PERMIT – We will submit the 95% documents to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for comments and prepare the PA 399 permit application and submit it to EGLE on behalf of the City.
- 1.3 **100% Bid Documents** – The 95% documents will be developed to the 100% Bid level. The City of Jackson is a member of “BidNet Direct – MITN” which is a website that hosts open bids for contractors. Tetra Tech will provide the necessary bidding documents to the City of Jackson for posting to this website.
- 1.4 **Bid Support** – Tetra Tech will provide the following bid support services:
- 1.4.1 Participate in the Bid Walk-Thru Meeting on site. We will prepare an agenda and meeting minutes. Tetra Tech will review the bid documents and highlight any special requirements during the meeting and walk the job site with the attending contractors.
 - 1.4.2 We estimate that we will take questions for two weeks after the Bid Walk-Thru Meeting and prepare and issue addenda as necessary to address questions with either an update to the drawings and specifications or a written narrative/direct answer to questions for clarification.
 - 1.4.3 Tetra Tech will assist the City of Jackson with its review of contractor bids. We will prepare a letter to the City detailing our evaluation of the bidders and recommendation for awarding the construction contract.

Design Deliverables:

Basis of Design; Engineer’s Opinion of Probable Construction Cost; 50% and 95% Documents for City and EGLE Review, PA 399 Permit Application, 100% Bid Documents, Contract Award Recommendation Letter

2.0 CONSTRUCTION ADMINISTRATION:

Construction Administration Deliverables:

- 2.1 **Construction Engineering Project Management** – Coordinate the efforts of Tetra Tech and office and field staff with the efforts provided by the City’s staff and the contractor.
- 2.2 **Construction Kickoff, Progress and Closeout Meetings** – Lead construction kickoff, progress, and closeout meetings. Kickoff and closeout meetings will be on-site. Progress meetings will be held electronically and do not need in-person attendance.
- 2.3 **Pay Application Reviews** – Review the contractor’s pay applications, including backup documents, in order to recommend payments to the contractor.
- 2.4 **Submittal Reviews** – Review contractor shop drawing submittals.
- 2.5 **Requests for Information (RFI) Responses** – Respond in writing to contractor RFIs. Issue clarifications to the construction documents. Prepare bulletins and change orders to address unforeseen conditions.
- 2.6 **Final Punch List** – Conduct a final review of the work performed by the contractor to generate a punch list of deficiencies that are to be corrected before the contractor can submit for final completion.
- 2.7 **Project Closeout** – Assist the City in closing out the construction project and review the contractor’s project closeout documentation.
- 2.8 **Construction Observation** – Provide periodic on-site construction observation at key construction milestones.
- 2.9 **Record Drawings** – Incorporate the contractor’s red line drawings into the contract documents. Provide electronic record drawings and three full-size hard copies.

ASSUMPTIONS

Tetra Tech’s scope of services are based on the following assumptions:

The project construction period is assumed to begin no later than October 2022. A total of 4 construction kickoff, progress, and closeout meetings is included in our fee for this project. Our proposal includes 8 hours of periodic on-site construction observation visits at key milestones. Many clients include full-time representation and this level of service can be discussed after your selection.

- Replacement of existing equipment and piping will be “in-kind” replacement to the greatest extent possible while accounting for the most current technology.
- Engineering services for revised project scope beyond those described herein will be at additional cost. The final design will be confirmed at the completion of the basis of design.

- Schedule may be impacted by tasks performed by others that are outside of Tetra Tech’s control such as City reviews, regulatory agency reviews, contractor construction schedule. Contractor construction schedule may be impacted by items with long delivery times, such as large valves, for example.
- Items not included in our fee:
 - Permit fees

PRELIMINARY SCHEDULE

We are ready to begin work immediately. Tetra Tech proposes to complete the tasks described above per the following tentative schedule which falls within the December 31, 2024, ARPA deadline. This schedule is subject to major equipment delivery times.

Preliminary Schedule

Task	Completion Date
Tetra Tech Notice to Proceed	November 1, 2021
Tetra Tech Site Visit	November 2021
Basis of Design Submittal	December 2021
50% Design Submittal	January 2022
95% Design Submittal and Permit Application	March 2022
Bid Advertisement	August 2022
Bid Evaluation	September 2022
Contractor Bid Award/Notice to Proceed	October 2022
Construction	May 2024
Substantial Completion	July 2024
Final Completion	October 2024

COMPENSATION

Tetra Tech will complete the above scope of services for the following lump sum fee, grouped into design and construction administration.

Project	Design	Construction Administration	Total
Ground Storage Tank Valve Replacement	\$10,100	\$6,900	\$17,000

The following table presents the hours to complete the project, grouped into design and construction administration, which forms the basis for the compensation amounts.

Project	Design	Construction Administration	Total
Ground Storage Tank Valve Replacement	73	59	132

We can provide a breakdown of hours by staff member and sub-task at your request. The final breakdown for the design and construction administration fees may vary from the amounts shown. However, the total fee will not be exceeded without the City of Jackson’s written authorization.

NOTE: The fees and hours for Construction Administration are based on assumptions for construction progress meetings, pay application reviews, submittal reviews, RFIs, and construction observation at key construction milestones. We can adjust these hours and fees based on projections provided by the City in order to better compare our proposal to other consultants. It is recommended that the budget for Construction Administration efforts be adjusted, if necessary, after construction bids and schedules are approved by the City.

We are excited to work with you on this project. If you have any questions, please contact us.

Sincerely,



Vic Cooperwasser, PE
Senior Project Manager

PROPOSAL ACCEPTED BY CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS:

BY: _____

TITLE: _____ DATE: _____

Jackson WTP Ground Storage Tank Valve Replacement



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

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

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

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

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

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

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

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

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

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

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

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

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

Worker's Compensation – as required by applicable state statute

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

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

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

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

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

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

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

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

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

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

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

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

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

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

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

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

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

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

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

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

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

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

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

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

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

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

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

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

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

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

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

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

Chandra Willinger

From: Mike Osborn
Sent: Tuesday, October 26, 2021 9:20 AM
To: Chandra Willinger
Subject: FW: RFQ for Water Plant

From: David Johnson <djohnson@fveng.com>
Sent: Monday, October 25, 2021 12:01 PM
To: Mike Osborn <mosborn@cityofjackson.org>
Subject: RFQ for Water Plant

Mike,

Per our discussion the process group within Fleis & VandenBrink does not have the capacity currently to take on any more work. I would like to be included in future for any RFQ or RFPs. FV has over 250 employees and is qualified to do any work the city may have.

Thanks

David Johnson CHMM_CP
616-915-0272

Cybercrime attempts have increased during the COVID-19 Pandemic. This includes "spoofing" the origination of email addresses. If you receive an unexpected message with links or attachments, consider first verifying with the sender before opening.

The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

Click [here](#) to report this email as spam.

September 15, 2021

Mr. Nick Mangas
Assistant Water Treatment Plant Supervisor
City of Jackson Water Treatment Plant
740 E. Mansion St.
Jackson, MI 49201

**Proposal for Professional Engineering Services
Replacement of Finished Water Reservoir Isolation Valves at the Water Treatment Plant**

Dear Mr. Mangas:

Fishbeck is pleased to present our proposal for engineering services to the City of Jackson (City) for the replacement of isolation valves at the finished water reservoir.

Understanding of Existing System

We completed a site visit on August 24, 2021, to review the existing valves in need of replacement. There are two existing butterfly valves located in a below grade valve chamber that is directly adjacent to the finished water reservoir. A portion of the existing vault is located underneath the tank, and the inlet and outlet pipe penetrate the ceiling of the vault, go through the tank floor slab, and enter the tank. One valve is 24-inch line size, the other is 30-inch. The valves are in poor condition and no longer seal properly allowing water to pass the valve when closed. In addition, the valves are either difficult to operate or inoperable.

During the site visit, we discussed two potential project concepts: either direct replacement of the two valves inside the existing vault or construction of a new valve vault to the west to house new valves. The City expressed a preference for constructing a new valve chamber, and for keeping the existing valve chamber and valves in place. The existing valve installation did not appear to have any flexible couplings or other means of creating space to remove the old valves and reinstall new valves.

Project Description

Based on input from the City, we have developed a project that would construct a new valve vault, located further away from the tank than the existing vault (to the west). The vault would include new butterfly valves: one 24-inch and one 30-inch line size.

The details of the project will be reviewed with the City during design. We have based this proposal on a project concept that includes the following components, actions, or features:

1. Cast-in-place, steel-reinforced concrete valve vault structure.
2. One new 24-inch valve, one new 30-inch valve.
3. Couplings to allow for future removal and replacement of the valves.
4. Design the vault with space to permit valve removal in the future.
5. Watertight, lockable access hatch and manhole rungs for vault access.

6. Provide access hatches or removable covers above each valve to allow access from above with a valve key or portable electric actuator.
7. Pipe supports, saddles, and thrust restraints, as required.
8. Provide a new circuit to the existing vault.
9. Replace level instrumentation with new equipment and integrate it into the existing control logic.
10. Provide a recessed sump cast into the floor of the structure to accommodate pumping out the vault if needed.
11. Site restoration after construction is complete.

Scope of Services

Task 1 – Preliminary Design

At the start of the project, we will hold a kickoff meeting with the City. During the project kickoff meeting, Fishbeck and City staff will confirm project objectives and verify the project scope. Our intent is to collaborate with the City to find successful solutions for the specific challenges and concerns that the City has on this project. We will review the project schedule and confirm the project work plan.

A site visit will also be completed as part of preliminary design. We intend to have our engineers visit the site to meet with plant staff so we can understand their requirements and preferences on the project.

During the preliminary design phase, we will confirm the basis of design for the project. The basis of design and other important project information will be documented in a Design Memorandum for City review. The drawings that will be developed during preliminary design include a flow schematic, showing where these valves fit into the overall flow of water through the treatment plant. We will also provide a preliminary layout drawing of the proposed vault that shows the new valves, pipes, fittings, and instrumentation. We will obtain pricing on equipment and develop an opinion of probable construction cost for the overall project.

At the conclusion of preliminary design, we will meet with the City to review the Design Memorandum for their input on the proposed design. We will make updates to these documents to reflect City input.

Deliverables

- Preliminary Design Memorandum.
- Flow Schematic.
- Preliminary process plan drawing.
- Engineer's Opinion of Probable Construction Cost.

Task 2 – Final Design

During final design, our process engineers will update and add detail to the drawings developed during preliminary design. Project drawings will be developed as needed for the bid set. The structural design of the vault will also be completed. We will develop technical specifications in Construction Specification Institute (CSI) format for the project.

Fishbeck will provide the City with review documents at different stages during the final design phase. The project manual will include front-end documents, with input from City staff regarding bonds, insurance, dispute resolution, liquidated damages, and other legal requirements.

We will submit documents to City staff for formal review and comment at the 95% completion level. We will hold a meeting with the City to review the documents and will make final updates based on City input.

Fishbeck submit the drawings and specifications as part of an Act 399 Permit application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). We will assist the City in obtaining this permit. Based on EGLE's review and comments, Fishbeck will update the design document revisions prior to advertising for bids.

Deliverables

- Final drawings and specifications.
- Act 399 Permit Application.

Task 3 – Bidding

Fishbeck will coordinate with the City to advertise for bids. We will prepare an agenda and lead a pre-bid meeting with potential bidding contractors. The pre-bid meeting will also include a walkthrough of the project site with Fishbeck engineers and the prospective bidders. We will provide responses to bidders' questions and will prepare and distribute addenda to address questions or make modifications to the bid documents as required.

We will evaluate the bids received, participate in an interview with the lowest responsive bidder, and provide a thorough review of the bids. Fishbeck will provide a letter to City Council with our evaluation regarding bid completeness and responsiveness, bidders' capabilities, and recommendation regarding contract award.

Deliverables

- Pre-Bid Meeting Agenda.
- Addenda.
- Bid Evaluation Letter.

Task 4 – Construction Administration

Fishbeck will provide the following construction administration services:

1. Project Management – Review field observation reports and serve as the point of contact and coordinator between the contractor, Fishbeck field and office staff, and City staff.
2. Project Meetings – Arrange and attend the preconstruction meeting. Prepare agenda and meeting minutes for the preconstruction meeting. Attend monthly progress meetings, and the final closeout meeting. Complete site visits to review construction progress. We have budgeted 70 hours for site visits and meetings.
3. Submittal Review – Review submittals for project equipment, submitted by the contractor.
4. Requests for Information (RFIs) – Respond in writing to the contractor's RFIs, issue clarifications to the Contract Documents, and prepare bulletins and change orders as required to resolve unforeseen conditions and changes as applicable.
5. Payment Applications – Review contractor's Applications for Payment and supporting documentation, and recommend monthly and final payment to the contractor.
6. Punch List Observation of Completed Work – Visit the site and review the work to evaluate substantial completion and issue a punch list describing remaining or deficient work items to be completed or corrected by the contractor.
7. Record Drawings – Collect marked-up drawings from the contractor for incorporation into the Record Drawings, as necessary. Provide PDF files for electronic record and two full-size hard copies of the record drawings.
8. Project Closeout – Provide project closeout assistance to the City. Collect and review contractor's project closeout documents.

Project Assumptions and Schedule

Assumptions

Fishbeck has made the following assumptions while developing our scope of services:

- The project contract will use standard City documents, with no special funding requirements.
- Electrical power distribution systems have adequate capacity to provide a new circuit to power the new equipment (light(s) and receptacle(s)).
- Replacement instrumentation (level transmitter) will be connected in the same manner as the existing being replaced.
- The contractor will lead project progress meetings and provide the meeting agendas and minutes.
- Construction will require an Act 399 Permit. Based on our recent experience, permit application review by EGLE could take 90-120 days to complete.
- Construction observation can be provided for an additional fee. If there are multiple projects that we design that are being constructed simultaneously, it may make sense to have a single inspector observe multiple projects.
- We have not included a site survey, as we have assumed that the existing survey is available.
- Soil borings and geotechnical analysis have not been included in the project scope. Fishbeck can use geotechnical data from adjacent areas as provided by the City, if the City agrees with that approach. Otherwise, we can coordinate with the City's Geotechnical engineer, or can provide a proposal to add a geotechnical subconsultant to our scope.

We will strive to communicate in a timely manner; if we discover that the project scope changes, we will work with the City to amend our approach, scope of services, and efforts accordingly.

Schedule

Fishbeck has considered the overall project schedule in relation to the associated American Rescue Plan (ARP) timetable to spend available funds. The following preliminary schedule was developed based on the described project scope, construction needs, and permit requirements. Fishbeck is prepared to begin design within 45 days of authorization to proceed from the City.

Task	Date
Authorization to Proceed with Design	November 1, 2021
Start Preliminary Design	December 15, 2021
Finish Preliminary Design	March 1, 2022
City Review Meeting complete	March 20, 2022
Start Final Design	March 25, 2022
Complete Final Design	June 15, 2022
Submit Act 399 Permit Application	June 22, 2022
Act 399 Permit Review complete (estimated)	October 1, 2022
Address EGLE Comments, Finalize bid documents	October 15, 2022
Bid Advertisement	October 22, 2022
Receive Bids	December 5, 2022
Bid Evaluation Complete	December 15, 2022
Bid Award/Notice to Proceed	January 15, 2023
Start Construction	August 15, 2023
Substantial Completion	September 1, 2023
Final Completion	October 1, 2023

Professional Services Fees

Fishbeck proposes to provide the services outlined herein for a lump sum amount of \$66,900. The table below provides an approximate breakdown of the fees by task.

Task	Fee
Task 1 - Preliminary Design	\$13,400
Task 2 - Final Design	\$23,700
Task 3 - Bidding	\$7,000
Task 4 - Construction Administration	\$22,800
Total	\$66,900

We are submitting this proposal concurrently with a proposal for the Rehabilitation of the Sodium Hydroxide Feed System at the WTP. If these two projects could be combined into a single project, with one set of bid documents, the overall effort and fee for the two projects could be reduced. If combining the two projects is desired, we can review and revise our proposals as needed to reflect efficiencies gained. We are flexible in our project approach.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Nan Schoonmaker (neschoonmaker@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We appreciate the opportunity to present this proposal for your consideration; if you have any questions or require additional information, please contact me at 616.464.3809 or djbaar@fishbeck.com.

Sincerely,



David J. Baar, PE

Vice President/Senior Water & Wastewater Engineer

By email

Attachments

Professional Services Agreement

PROJECT NAME Replacement of Finished Water Reservoir Isolation Valves at the Water Treatment Plant
FISHBECK CONTACT David J. Baar, PE
CLIENT City of Jackson
CLIENT CONTACT Mr. Nick Mangas
ADDRESS 740 E. Mansion St., Jackson, MI 49201

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: As outlined in our September 15, 2021, proposal letter.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated September 15, 2021.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Sixty Six Thousand Nine Hundred Dollars (\$66,900).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Jackson

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: September 15, 2021

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers’ compensation insurance for Client’s employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck’s negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck’s performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney’s fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck’s reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client’s risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney’s fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck’s files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck’s computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck’s reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: December 7, 2021

SUBJECT: **Recommendation of approval for Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant at a cost of \$29,400.**

Recommendation:

Approval for Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant at a cost of \$29,400. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

Attached is a report from Michael Osborn, Director of Public Works regarding the award referenced above.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: December 7, 2021

RECOMMENDATION: Approval for Professional Services Contract with Tetra Tech to perform the Engineering and Project Administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant at a cost of \$29,400.

SUMMARY

Sodium hydroxide also known as caustic soda is a chemical used in the water treatment process to raise the pH of the water. This existing sodium hydroxide system includes two 45,000 gallon, steel-lined bulk storage tanks, located in the lower level of the WTP and are integrated into the structure of the building. The bulk sodium hydroxide chemical is delivered at 50% concentration to the Water Treatment Plant by tanker trucks approximately once every six months. The bulk sodium hydroxide is then diluted to approximately 15% concentration by adding water. There are two recirculation pumps, one for each storage tank to provide mixing of the chemical during dilution. A sump pump located in the recessed area below the recirculation pumps is used to pump access liquid out of this area. The existing pumps, pipe system and ventilation system show signs of significant leakage of sodium hydroxide, evident from scale buildup at leakage point requiring this equipment to be in need of replacement.

At the request of the City Manager, proposals for the professional services for this project were received from Fishbeck, Tetra Tech and Fleis & Vandenbrink.

The proposal costs are as follows:

Tetra Tech	\$29,400
Fishbeck	\$78,100
Fleis & VandenBrink	No Bid

Included as part of this contract will the engineering and project administration to replace the two recirculation pumps, two transfer pumps, one sump pump, ventilation system and the level control system. Also included would be the replacement of the piping from the bulk storage tanks to the day tanks. The day tanks are in good working condition at this time and will not be replaced.

BUDGETARY CONSIDERATIONS

The professional service contract for engineering and project administration in the amount of \$29,400 is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.

HISTORY, BACKGROUND and DISCUSSION

In 1974, installation of a sodium hydroxide system was completed as part of the City of Jackson's Water Treatment Plant (WTP) construction. Sodium hydroxide also known as caustic soda is a chemical used in the water treatment process to raise the pH of the water. This existing sodium hydroxide system includes

two 45,000 gallon, steel-lined bulk storage tanks, located in the lower level of the WTP and are integrated into the structure of the building. The bulk tanks have an individual ventilation system that is used to ventilate the tank headspace. Each ventilation system includes a fan/blower and approximately 20 feet of ductwork. The system also includes two transfer pumps for pumping the chemical from the bulk tanks to a day tank located in a chemical room, on the main level of the WTP building. The bulk sodium hydroxide chemical is delivered at a higher concentration to the WTP by tanker trucks approximately once every six months and is then diluted by adding water prior to being added to the treatment process. There are two recirculation pumps, one for each storage tank to provide mixing of the chemical during dilution. A sump pump located in the recessed area below the recirculation pumps is used to pump access liquid out of this area. The existing pumps, pipe system and ventilation system show signs of significant leakage of sodium hydroxide, evident from scale buildup at leakage point requiring this equipment to be in need of replacement.

POSITIONS

Approve the professional services contract with Tetra Tech to perform the engineering and project administration for the Sodium Hydroxide System Rehabilitation at the Water Treatment Plant. This contract is to be funded by the City Local Recovery Funds under the American Rescue Plan Act.



October 14, 2021

Mr. Mike Osborn, Director
Department of Public Works
City of Jackson
161 West Michigan Avenue
Jackson, MI 49201

**Re: Proposal for City of Jackson Water Treatment Plant
Design and Engineering Proposal
Sodium Hydroxide System**

Dear Mr. Osborn:

Thank you for the opportunity to provide the City of Jackson Department of Public Works Water Division with professional, process, mechanical, electrical and instrumentation engineering consulting services for the Jackson Water Treatment Plant (WTP). These services will be provided for design and construction administration.

This letter is in response to your August 5, 2021, Request for Proposal (RFP) to provide design and engineering services for a WTP project described as follows in your RFP:

Design and construction administration for rehabilitation of our Sodium Hydroxide system to include piping, valves, pumps, level measurement, and ventilation.

PROJECT UNDERSTANDING

The City intends to fund the entire cost of these this water treatment plant improvement project from a portion of the 2021 American Rescue Plan Act (ARPA) funds allocated directly to the City of Jackson. The ARPA requires that the funds be spent by December 31, 2024.

In order to provide you with a proposal that meets all your requirements, Tetra Tech met with water treatment plant staff on August 11, 2021, to tour and photograph the project site. Our understanding of the work you require for this project is presented below.

Sodium Hydroxide System

The original 1974 sodium hydroxide system needs to be updated with current equipment and technology including:

- Piping from the pumps to the day tank

- Two recirculation pumps
- Two transfer pumps
- One sump pump
- Level control system
- Ventilation system (in-kind replacement)

WTP staff would prefer to specify magnetic drive pumps to reduce maintenance.

The following items will not need to be included in this project:

- Existing service water system and emergency shower/eyewash
- Storage tanks or day tank
- Fill station
- Containment coatings. (Note: There are no existing protective coatings. The concrete appears to be in good condition where exposed around the pumps and above the containment pit. Tetra Tech recommends the City assess the condition of the concrete after it is cleaned as part of this project. If necessary, a containment coating system can be specified within a future construction project.)
- Grating system

SCOPE OF SERVICES

Tetra Tech will deliver the following services for this project. We have separated our services into two tasks per your request (Design and Construction Administration).

1.0 DESIGN:

- 1.1 **Basis of Design** – Process, mechanical, electrical and instrumentation design staff will visit the project site (as necessary) and document background conditions and confirm the scope of improvements to be made as a result of the project. Information obtained from this visit will be used to develop REVIT models and base construction drawings. NOTE: These base construction drawings will only be as detailed as required to complete the project. This effort does not include developing “as-built” drawings of the existing facilities. We will prepare a Basis of Design for the project which will include conceptual drawings and engineer’s opinion of probable construction cost.
- 1.2 **50% Construction Documents** – The design team will develop a package of documents for Jackson DPW’s review. These documents will include the following:

- 1.2.1 DRAWINGS – Process, mechanical, electrical and instrumentation drawings will be developed to approximately the 50% level.
 - 1.2.2 SPECIFICATIONS - Specifications will be prepared using the latest Construction Specification Institute (CSI) format. Division 0, 1 and 2 specifications will be included. We will draft the bid form, develop allowance descriptions and costs, project requirements, and demolition.
 - 1.2.3 ENGINEER’S OPINION OF PROBABLE CONSTRUCTION COST – Using the latest RS Means and Tetra Tech construction cost data we will provide an opinion of probable construction cost for the work detailed in the specifications and drawings.
 - 1.2.4 50% AND 95% REVIEW MEETINGS – Our staff will meet with Jackson staff to review the 50% documents in order to incorporate the City’s comments in the 95% documents, which we will review with the City. The meetings will be held approximately one week after the 50% and 95% submissions to give Jackson staff adequate time to review the submitted documents.
 - 1.2.5 EGLE REVIEW AND PERMIT – We will submit the 95% documents to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for comments and prepare the PA 399 permit application and submit it to EGLE on behalf of the City.
- 1.3 **100% Bid Documents** – The 95% documents will be developed to the 100% Bid level. The City of Jackson is a member of “BidNet Direct – MITN” which is a website that hosts open bids for contractors. Tetra Tech will provide the necessary bidding documents to the City of Jackson for posting to this website.
- 1.4 **Bid Support** – Tetra Tech will provide the following bid support services:
- 1.4.1 Participate in the Bid Walk-Thru Meeting on site. We will prepare an agenda and meeting minutes. Tetra Tech will review the bid documents and highlight any special requirements during the meeting and walk the job site with the attending contractors.
 - 1.4.2 We estimate that we will take questions for two weeks after the Bid Walk-Thru Meeting and prepare and issue addenda as necessary to address questions with either an update to the drawings and specifications or a written narrative/direct answer to questions for clarification.
 - 1.4.3 Tetra Tech will assist the City of Jackson with its review of contractor bids. We will prepare a letter to the City detailing our evaluation of the bidders and recommendation for awarding the construction contract.

Design Deliverables:

Basis of Design; Engineer’s Opinion of Probable Construction Cost; 50% and 95% Documents for City and EGLE Review, PA 399 Permit Application, 100% Bid Documents, Contract Award Recommendation Letter

2.0 CONSTRUCTION ADMINISTRATION:

Construction Administration Deliverables:

- 2.1 **Construction Engineering Project Management** – Coordinate the efforts of Tetra Tech and office and field staff with the efforts provided by the City’s staff and the contractor.
- 2.2 **Construction Kickoff, Progress and Closeout Meetings** – Lead construction kickoff, progress, and closeout meetings. Kickoff and closeout meetings will be on-site. Progress meetings will be held electronically and do not need in-person attendance.
- 2.3 **Pay Application Reviews** – Review the contractor’s pay applications, including backup documents, in order to recommend payments to the contractor.
- 2.4 **Submittal Reviews** – Review contractor shop drawing submittals.
- 2.5 **Requests for Information (RFI) Responses** – Respond in writing to contractor RFIs. Issue clarifications to the construction documents. Prepare bulletins and change orders to address unforeseen conditions.
- 2.6 **Final Punch List** – Conduct a final review of the work performed by the contractor to generate a punch list of deficiencies that are to be corrected before the contractor can submit for final completion.
- 2.7 **Project Closeout** – Assist the City in closing out the construction project and review the contractor’s project closeout documentation.
- 2.8 **Construction Observation** – Provide periodic on-site construction observation at key construction milestones.
- 2.9 **Record Drawings** – Incorporate the contractor’s red line drawings into the contract documents. Provide electronic record drawings and three full-size hard copies.

ASSUMPTIONS

Tetra Tech’s scope of services are based on the following assumptions:

The project construction period is assumed to begin no later than October 2022. A total of 4 construction kickoff, progress, and closeout meetings is included in our fee for this project. Our proposal includes 8 hours of periodic on-site construction observation visits at key milestones. Many clients include full-time representation and this level of service can be discussed after your selection.

- Replacement of existing equipment and piping will be “in-kind” replacement to the greatest extent possible while accounting for the most current technology.
- Engineering services for revised project scope beyond those described herein will be at additional cost. The final design will be confirmed at the completion of the basis of design.

- Schedule may be impacted by tasks performed by others that are outside of Tetra Tech’s control such as City reviews, regulatory agency reviews, contractor construction schedule. Contractor construction schedule may be impacted by items with long delivery times.
- Items not included in our fee:
 - Permit fees

PRELIMINARY SCHEDULE

We are ready to begin work immediately. Tetra Tech proposes to complete the tasks described above per the following tentative schedule which falls within the December 31, 2024, ARPA deadline. This schedule is subject to major equipment delivery times.

Preliminary Schedule

Task	Completion Date
Tetra Tech Notice to Proceed	November 1, 2021
Tetra Tech Site Visit	November 2021
Basis of Design Submittal	December 2021
50% Design Submittal	January 2022
95% Design Submittal and Permit Application	March 2022
Bid Advertisement	August 2022
Bid Evaluation	September 2022
Contractor Bid Award/Notice to Proceed	October 2022
Construction	May 2024
Substantial Completion	July 2024
Final Completion	October 2024

COMPENSATION

Tetra Tech will complete the above scope of services for the following lump sum fee, grouped into design and construction administration.

Project	Design	Construction Administration	Total
Sodium Hydroxide System	\$21,000	\$8,400	\$29,400

The following table presents the hours to complete the project, grouped into design and construction administration, which forms the basis for the compensation amounts.

Project	Design	Construction Administration	Total
Sodium Hydroxide System	152	71	223

We can provide a breakdown of hours by staff member and sub-task at your request. The final breakdown for the design and construction administration fees may vary from the amounts shown. However, the total fee will not be exceeded without the City of Jackson’s written authorization.

NOTE: The fees and hours for Construction Administration are based on assumptions for construction progress meetings, pay application reviews, submittal reviews, RFIs, and construction observation at key construction milestones. We can adjust these hours and fees based on projections provided by the City in order to better compare our proposal to other consultants. It is recommended that the budget for Construction Administration be reviewed and adjusted, if necessary, after the construction bid and schedule are approved by the City.

If you concur with our proposal, please sign in the space provided below and return one signed copy of this proposal to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and considered a part of this proposal.

We are excited to work with you on this project. If you have any questions, please contact us.

Sincerely,



Vic Cooperwasser, PE
Senior Project Manager

PROPOSAL ACCEPTED BY CITY OF JACKSON DEPARTMENT OF PUBLIC WORKS:

BY: _____

TITLE: _____ DATE: _____

Jackson WTP Sodium Hydroxide System



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

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

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

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

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

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

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

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

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

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

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

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

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

Worker's Compensation – as required by applicable state statute

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

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

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

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

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

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

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

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

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

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

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

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

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

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

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

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

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

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

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

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

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

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

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

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

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

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

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

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

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

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

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

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

Chandra Willinger

From: Mike Osborn
Sent: Tuesday, October 26, 2021 9:20 AM
To: Chandra Willinger
Subject: FW: RFQ for Water Plant

From: David Johnson <djohnson@fveng.com>
Sent: Monday, October 25, 2021 12:01 PM
To: Mike Osborn <mosborn@cityofjackson.org>
Subject: RFQ for Water Plant

Mike,

Per our discussion the process group within Fleis & VandenBrink does not have the capacity currently to take on any more work. I would like to be included in future for any RFQ or RFPs. FV has over 250 employees and is qualified to do any work the city may have.

Thanks

David Johnson CHMM_CP
616-915-0272

Cybercrime attempts have increased during the COVID-19 Pandemic. This includes "spoofing" the origination of email addresses. If you receive an unexpected message with links or attachments, consider first verifying with the sender before opening.

The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

Click [here](#) to report this email as spam.

September 15, 2021

Mr. Nick Mangas
Assistant Water Treatment Plant Supervisor
City of Jackson Water Treatment Plant
740 E. Mansion St.
Jackson, MI 49201

Proposal for Professional Engineering Services Rehabilitation of the Sodium Hydroxide Feed System at the Water Treatment Plant

Dear Mr. Mangas:

Fishbeck is pleased to present our proposal for engineering services to the City of Jackson (City) for rehabilitation of portions of the Sodium Hydroxide Feed System at the Water Treatment Plant (WTP). Fishbeck is excited for the opportunity to work with the City on this important project.

Understanding of Existing System

We completed a site visit on August 24, 2021 to review the existing Sodium Hydroxide system and have a good understanding of the desired project scope and the extents of rehabilitation that is needed.

The existing sodium hydroxide system includes two 45,000-gallon, steel-lined bulk storage tanks. The tanks are located in the lower level of the WTP, and are integrated into the structure of the building. Bulk sodium hydroxide chemical is delivered to the site by tanker trucks. Current chemical usage requires deliveries approximately once every six months, with three bulk trucks per delivery. Sodium hydroxide is delivered at 50% concentration, and is diluted to approximately 15% concentration by adding water. Recirculation pumps provide some mixing of the chemical during dilution. There are two recirculation pumps, one for each tank.

The existing system includes two transfer pumps for pumping chemical from the bulk tanks to a day tank. The day tank is located in a chemical room, on the main level of the WTP building. There is also a sump pump that can pump liquid out of a recessed area below the pumps. It is our understanding that the day tank and chemical metering pump are in good condition and will not need replacement.

The existing pumps and pipe system show signs of significant leakage of sodium hydroxide, evident from scale buildup at leakage points. This suggests that this equipment is in need of replacement.

The bulk tanks also have a ventilation system that is used to ventilate the tank headspace. There are two ventilation systems: one for each tank. Each system includes a fan/blower and approximately 20 feet of ductwork.

Project Description

During our site visit, the City provided some direction on the equipment and systems they would like to have replaced. For items that were not discussed, we have made some assumptions for the equipment that should be replaced. The following list summarizes the equipment that we will design replacement of:

1. Two transfer pumps.
2. Two recirculation pumps.

3. One sump pump.
4. Sodium Hydroxide piping and valving located in the lower level, including:
 - a. Bulk tank fill piping and valving.
 - b. Chemical transfer piping and valving between pumps and day tank.
 - c. Pump suction and discharge piping and valving.
 - d. Recirculation piping and valving.
 - e. Sump pump discharge piping and valving.
5. Tank ventilation systems:
 - a. Two ventilation fans or blowers.
 - b. Ductwork above tank headspace.
6. Electrical circuits to power the new equipment.
7. Controls for new equipment.

There may be opportunity to replace existing equipment with new equipment that is smaller in size or with a different type of equipment that is better suited for the application.

Scope of Services

Preliminary Design

During the project kickoff meeting, Fishbeck and City staff will confirm project objectives and verify the project scope. We will review the project schedule and confirm the project work plan.

Our intent is to collaborate with the City to find the right solutions for this project. Fishbeck will work with City staff and confirm appropriate equipment sizing. One of the first tasks in preliminary design is to confirm the basis of design for all equipment. This includes confirming the needed flow rates for transferring chemical to the day tank, and for recirculation within the tanks. It is possible that the flow rate provided by the existing transfer pumps, in particular, may be higher than what is required now.

Alternate pump types, such as magnetically coupled centrifugal pumps, will also be considered. The goal is to select a pump that is compatible with sodium hydroxide and less prone to leakage than the current pump.

As part of preliminary design, we will complete a 3D LiDAR scan of the project area. This will capture photographic details and accurate dimensional data that will be used to create an as-built model of the building, to be used in drawings.

Deliverables

- Preliminary Design Memorandum.
- Flow Schematic.
- Preliminary Process Plan Drawing.
- Engineer's Opinion of Probable Construction Cost.

Final Design

During final design our process engineers will update and finalize the drawings developed during preliminary design, and develop and finalize other drawings.

Fishbeck will provide the City with review documents at different stages during the final design phase. We will submit documents to City staff for formal review and comment at the 95% completion levels. Technical specifications will be developed and will be included in a project manual. The project manual will also include

front-end documents, with input from City staff regarding bonds, insurance, dispute resolution, liquidated damages, and other legal requirements.

Fishbeck will submit an Act 399 permit application to EGLE. Based on EGLE's review and comments, Fishbeck will provide design document revisions prior to advertising for bids.

Deliverables

- Flow schematics and P&IDs.
- 95% Design Documents.
- Act 399 Permit Application.
- Final Documents (Drawings and Specifications) for Bidding.

Bidding

Fishbeck will prepare an agenda and conduct a pre-bid meeting. We will provide responses to bidder inquiries and prepare and distribute addenda as necessary to address questions or make modifications to the bid documents.

Fishbeck will evaluate bids and participate in an interview with the lowest responsive bidder. Fishbeck will provide a letter to City Council with our evaluation regarding bid completeness and responsiveness, bidder capabilities, and recommendation regarding contract award.

Deliverables

Pre-Bid Meeting Agenda.
Addenda.
Bid Evaluation Letter.

Construction Administration

Fishbeck will provide the following construction administration services:

1. Project Management – Review field observation reports and serve as the point of contact and coordinator between the contractor, Fishbeck field and office staff, and City staff.
2. Progress Meetings and Site Visits – Arrange and attend the preconstruction meeting, monthly progress meetings, and the final closeout meeting; prepare agenda and meeting minutes for the preconstruction meeting.
3. Submittal Review – Review project submittals from the contractor.
4. Requests for Information (RFIs) – Respond in writing to the contractor's RFIs, issue clarifications to the Contract Documents, and prepare bulletins and change orders as required to resolve unforeseen conditions and changes as applicable.
5. Pay Requests – Review Applications for Payment and supporting documentation, and recommend periodic and final payment to the contractor.
6. Punch List Observation of Completed Work – Visit the site and review the work to evaluate substantial completion and issue a punch list describing remaining or deficient work items to be completed or corrected by the contractor.
7. Record Drawings – Collect redlines from the contractor for incorporation into the drawings, as necessary. Provide PDF files for electronic record and two full-size hard copies of the record drawings.
8. Project Closeout – Provide project closeout assistance to the City. Collect and review contractor's project closeout documents.

Project Assumptions and Schedule

Assumptions

Fishbeck has made the following assumptions while developing our scope of services:

- The project contract will use standard City documents, with no special funding requirements.
- Electrical power distribution systems have adequate capacity to serve replacement equipment and can be reused.
- New instrumentation and controls will be similar to existing (basically in-kind replacements with new equipment). Connections will be made to existing control system equipment; control system programming will not need to be modified.
- Facilities meet current applicable National Fire Protection Association and building codes requirements, and no modifications are needed to meet these requirements
- Construction will require an EGLE Act 399 Permit. Permit application review by EGLE may take up to 120 days.
- Construction observation can be provided for additional fee.

We will strive to communicate in a timely manner if we discover that the project scope changes; we will work with the City to amend our approach, scope of services, and efforts accordingly.

Schedule

The following preliminary schedule was developed based on the described project scope, construction needs, and permit requirements. Fishbeck is prepared to begin design within 45 days of authorization to proceed from the City.

Preliminary Project Schedule

Task	Date
Authorization to Proceed with Design	November 1, 2021
Start Preliminary Design	December 15, 2021
Finish Preliminary Design	March 1, 2022
City Review Meeting Complete	March 20, 2022
Start Final Design	March 25, 2022
Complete Final Design	June 15, 2022
Submit Act 399 Permit Application	June 22, 2022
Act 399 Permit Review complete (estimated)	October 1, 2022
Address EGLE Comments, Finalize bid Documents	October 15, 2022
Bid Advertisement	October 22, 2022
Receive Bids	December 5, 2022
Bid Evaluation Complete	December 15, 2022
Bid Award/Notice to Proceed	January 15, 2023
Start Construction (weather dependent)	August 15, 2023
Substantial Completion	September 1, 2023
Final Completion	October 1, 2023

Professional Services Fees

Fishbeck proposes to provide the services outlined herein for a lump sum amount of \$78,100. The table below provides an approximate breakdown of the fees by task:

Task	Fee
Task 1 - Preliminary Design	\$18,100
Task 2 - Final Design	\$25,800
Task 3 - Bidding	\$7,100
Task 4 - Construction Administration	\$27,100
Total	\$78,100

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Nan Schoonmaker (neschoonmaker@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We are submitting this proposal at the same time as a proposal for the replacement of isolation valves for the finished water reservoir at the water treatment plant. If these two projects could be combined into a single project with one set of bid documents, the overall effort and fee for the two projects could be reduced. If combining the two projects is desired, we can review and revise our proposals as needed to reflect efficiencies gained. We are flexible in our project approach.

If you have any questions or require additional information, please contact me at 616.464.3809 or djbaar@fishbeck.com.

Sincerely,



David J. Baar, PE

Vice President/Senior Water & Wastewater Engineer

By email
Attachments

Professional Services Agreement

PROJECT NAME Rehabilitation of the Sodium Hydroxide Feed System at the Water Treatment Plant
FISHBECK CONTACT David J. Baar, PE
CLIENT City of Jackson
CLIENT CONTACT Mr. Nick Mangas
ADDRESS 740 E. Mansion St., Jackson, MI 49201

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: As outlined in our September 15, 2021, proposal letter.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated September 15, 2021.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Seventy Eight Thousand One Hundred Dollars (\$78,100).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Jackson

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: _____

Vice President

DATE: _____

September 15, 2021

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers’ compensation insurance for Client’s employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck’s consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck’s negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck’s performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney’s fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck’s reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client’s risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney’s fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck’s files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck’s computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck’s reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: December 7, 2021
SUBJECT: **Amendment 2 to the 21-002 Major Street Engineering Contract**

Recommendation:

Approval of Amendment 2 to the 21-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$59,490.00 and authorization for the City Manager and City Engineer to sign the appropriate document.

Attached is a report from Jon H. Dowling, City Engineer, regarding an amendment to the above referenced contract.

I recommend approval of the amendment. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: December 7, 2021

RECOMMENDATION: Approval of Amendment 2 to the 21-002 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Bloomfield Hills, MI, at a not-to-exceed cost of \$59,490.00 and authorization for the City Manager and City Engineer to sign the appropriate document.

SUMMARY

On February 23, 2021, City Council awarded the 21-002 Major Street Engineering contract to Hubbell, Roth & Clark, Inc (HRC) of Bloomfield Hills, MI. The subject Contract Amendment is to provide for design and construction engineering services for crosswalk enhancements at five locations.

BUDGETARY CONSIDERATIONS

The current amount for the 21-002 Major Street Engineering contract with HRC is \$231,264.00. The amount of proposed Amendment 2 is \$59,490.00, bringing the revised contract amount to \$290,754.00.

This work will be paid for with Major Street Traffic Funds.

HISTORY, BACKGROUND and DISCUSSION

On February 23, 2021, the City Council awarded the 21-002 Major Street Engineering contract to HRC for design and construction engineering for mill and overlay on Greenwood Avenue from Fourth Street to Morrell Street. On May 11, 2021, City Council approved Contract Amendment 2 for Traffic Signal Replacement Design and Construction Engineering.

DISCUSSION OF THE ISSUE

On April 30, 2021, HRC applied to the Michigan Department of Transportation (MDOT) for a FY 2023 safety grant to provide crosswalk enhancements along the non-motorized paths at five locations. On September 8, 2021, MDOT posted the list of selected projects, and the City's request is on the list. This proposed Contract Amendment 2 is for crosswalk enhancements at the locations of Denton Road at Kibby Road, Hickory Avenue at Fourth Street–West Leg, Hickory Avenue at Fourth Street–North Leg, Prospect Street at the MLK Equality Trail, and West Avenue at Fourth Street, as described in the attached letter from HRC dated November 18, 2021.

POSITIONS

Engineering recommends that Amendment 2 to the 21-002 Major Street Engineering contract with HRC be approved for the not-to-exceed cost of \$59,490.00. I also request that the City Manager and City Engineer be authorized to sign the contract documents.

JHD/ss

ATTACHMENT

**AMENDMENT NO. 2
To Contract for
21-002 Major Street Engineering Contract
City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents of the above-named contract.

ORIGINAL CONTRACT AMOUNT	\$138,384.00
AMENDMENT NO. 1	\$92,880.00
CURRENT CONTRACT AMOUNT AS SET BY AMENDMENT NO. 1	\$231,264.00
AMENDMENT NO. 2	\$59,490.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.2	\$290,754.00

REASON FOR AMENDMENT:

To add preliminary and construction engineering services to the contract for crosswalk enhancements at five locations as described in the letter from Hubbell, Roth & Clark, Inc. dated November 18, 2021.

Prepared by Jon H. Dowling, P.E.
City Engineer

ACCEPTED BY:

Todd Sneathen, P.E.
Hubbell, Roth & Clark, Inc.

Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

November 18, 2021

City of Jackson
161 W. Michigan Avenue
Jackson, Michigan 49201

Attn: Jon Dowling, P.E, City Engineer

Re: 21-002 Major Street Engineering
Amendment #2
Crosswalk Enhancements at Five Locations

HRC Job No. 20211050

Dear Mr. Dowling:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to provide this amendment for design and construction engineering services for crosswalk enhancements at the following five locations:

- ≡ Denton Road at Kibby Road
- ≡ Hickory Avenue at Fourth Street – West Leg
- ≡ Hickory Avenue at Fourth Street – North Leg
- ≡ Prospect Street at the MLK Equality Trail
- ≡ West Avenue at Fourth Street

The City of Jackson received FY 2023 safety funding for \$328,537.83 for construction to upgrade the existing crossing treatment to a gateway Perimeter Lit Flashing LED Sign treatment at each location. HRC's scope of work for design and construction engineering is provided below.

Design Services

- ≡ Collect topographic survey
- ≡ Prepare plans to upgrade the crossings to include:
 - ≡ Perimeter Lit Flashing LED signs on pedestals with pushbuttons
 - ≡ Sidewalk/ramp details to accommodate pushbuttons (if necessary)
 - ≡ Continental style crosswalk markings
 - ≡ Increased street lighting for Prospect Street at the MLK Equality Trail
- ≡ Prepare specifications
- ≡ Prepare cost estimate
- ≡ Conduct one field meeting with the City to finalize layout
- ≡ Conduct one meeting with utility stakeholders, as needed
- ≡ Conduct GI and OEC Meeting with MDOT LAP

Construction Engineering Services

- ≡ Contract Administration
- ≡ Construction Engineering
- ≡ Record Drawings
- ≡ Construction Layout and Staking

Bloomfield Hills
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

- ≡ On-Site Observation – assumes 5 weeks of construction
- ≡ Testing to be coordinated with City and conducted outside of this scope

HRC is ready to begin the design engineering upon receipt of approval. This project will go through MDOT LAP. HRC is targeting a January 2023 letting, or sooner, if desired by the City.

Based on the scope of work, we estimate the total costs of Engineering Services **\$59,490**; Design Engineering fee of **\$29,540** and Construction Engineering fee of **\$29,950** which would not be exceeded without prior authorization. We will invoice the City in accordance with the terms of our existing contract, and the final invoice amount will be based on actual time spent.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Todd Sneathen, P.E.
Vice President

Attachment

pc: HRC; M. Romkema, L. Michaels, File

RESOLUTION
CITY COUNCIL MEETING DATES 2022

BY THE CITY COUNCIL:

WHEREAS, Act 267 of 1976 as last amended (the Open Meetings Act) requires all public bodies to establish a schedule of regular meetings to be held each year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson, Michigan hereby declares that it will meet in the Council Chambers on the second floor of City Hall, 161 West Michigan Avenue, Jackson, Michigan during 2022 on the following dates:

January 11	July 12
January 25	
February 8	August 9
February 22	
March 8	September 13
March 22	September 27
April 5	October 11
April 19	October 25
May 10	November 15
May 24	November 29
June 14	December 13

* * * * *

State of Michigan)
County of Jackson)ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on December 7, 2021.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on the 8th day of December, 2021.

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: December 7, 2021
SUBJECT: **Change Order 5 to the Clinton Street and Glick Highway Construction Contract with Bailey Excavating, Inc.**

Recommendation:

Approve Change Order 5 to the Clinton Street and Glick Highway Construction contract with Bailey Excavating, Inc. in the increased amount of \$89,496.98 to add items for the repair of the sanitary sewer service for the Water Treatment Plant and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Jon Dowling, City Engineer, regarding approval of Change Order 5 for the Clinton Street and Glick Highway Construction contract.

I recommend approval of the change order. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: December 07, 2021

RECOMMENDATION: Approve Change Order 5 to the Clinton Street and Glick Highway Construction contract with Bailey Excavating, Inc. in the increased amount of \$89,496.98 to add items for the repair of the sanitary sewer service for the Water Treatment Plant and authorize the City Manager and City Engineer to execute the appropriate document.

SUMMARY

The attached Change Order 5 will add items for the repair of the sanitary sewer service for the Water Treatment Plant.

BUDGETARY CONSIDERATIONS

This change order represents an increase of \$89,496.98, bringing the contract amount to \$1,427,031.21. This work is being paid from Water Funds.

HISTORY, BACKGROUND and DISCUSSION

On January 12, 2021, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$451,553.22. The original contract was for 0.05 miles of street reconstruction on Clinton Street with water main and street light installation, 0.20 miles of shared use path on Louis Glick Highway from Homecrest Road to Blackstone Street with water main and street light installation, and 0.10 miles of sidewalk on Louis Glick Highway from Blackstone Street to Ingham Street. Subsequent Change Orders have been approved by City Council as follows:

C.O.	Approval Date	Amount	Description
1	09-14-21	\$ 341,979.30	Add water main on Blackstone St. from Glick Hwy to Van Buren Street
2	09-14-21	\$ 489,662.00	Realign the intersections on Brown and Randolph
3	09-14-21	\$ 14,564.95	Modify drive approach at 1800 Losey Ave to improve drainage pattern
4	10-12-21	\$ 39,774.76	Add sanitary sewer repair on First Street

The current contract amount as set by Change Order 4 is \$1,337,534.23.

DISCUSSION OF THE ISSUE

There was a failure in a section of the sanitary sewer service for the Water Treatment Plant that impacted the discharge of waste water from the plant to the sewage collection system. Through televised inspection, it was determined that most of a run of approximately 200 feet was deteriorated and cracked. Within that run, there is a section of pipe that had collapsed and blocked the sewer. As this run of sanitary sewer is critical to the operation of the Water Treatment Plant, work to replace the subject run of pipe is being performed on an emergency basis. Prior to the commencement of repair work, a quote was obtained from Bailey Excavating, Inc.

POSITIONS

I request approval of Change Order 5 and authorization for the City Manager and the City Engineer to sign the document.

ATTACHMENTS

CHANGE ORDER NO. 5
To Contract for
ENG21-01 Clinton Street and Glick Highway Construction
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	\$ 451,553.22
APPROVED CHANGE ORDER NO. 1	\$ 341,979.30
APPROVED CHANGE ORDER NO. 2	\$ 489,662.00
APPROVED CHANGE ORDER NO. 3	\$ 14,564.95
APPROVED CHANGE ORDER NO. 4	\$ 39,774.76
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 4	\$ 1,337,534.23
CHANGE ORDER NO. 5	\$ 89,496.98
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 5	\$ 1,427,031.21

REASON FOR CHANGE:

To add items for the repair of the sanitary sewer service at the Water Treatment Plant.

CONTRACT COMPLETION:

The contract completion date is extended to May 27, 2022 for the purpose of turf establishment and permanent pavement restoration.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating, Inc.

Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

**ENG21-01 CLINTON STREET AND GLICK HIGHWAY CONSTRUCTION
CHANGE ORDER NUMBER 5
FOR WATER TREATMENT PLANT SANITARY SEWER SERVICE REPAIR**

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0651	1500001	Mobilization	0.00	1.00	1.00	Lsum	\$ 5,000.00	\$ 5,000.00	\$ -
0652	2047060	Dewatering	0.00	22,500.00	22,500.00	Dir	\$ 1.00	\$ 22,500.00	\$ -
0653	2027050	Stump, Rem	0.00	3.00	3.00	Ea	\$ 500.00	\$ 1,500.00	\$ -
0654	8237060	Hydrant, Rem and Replace	0.00	6,474.98	6,474.98	Dir	\$ 1.00	\$ 6,474.98	\$ -
0655	4027001	Sanitary Sewer, SDR26 PVC, 18 inch	0.00	188.00	188.00	Ft	\$ 181.50	\$ 34,122.00	\$ -
0656	4027001	Sanitary Sewer, SDR26 PVC, Serv Stub	0.00	30.00	30.00	Ft	\$ 65.00	\$ 1,950.00	\$ -
0657	4027050	Sanitary Manhole, 48 inch dia	0.00	2.00	2.00	Ea	\$ 4,350.00	\$ 8,700.00	\$ -
0658	5017060	Pavement Restoration	0.00	6,750.00	6,750.00	Dir	\$ 1.00	\$ 6,750.00	\$ -
0659	8167060	Topsoil Restoration	0.00	2,500.00	2,500.00	Dir	\$ 1.00	\$ 2,500.00	\$ -

Total:	\$ 89,496.98	\$ -
Net Change:	\$ 89,496.98	
Current Contract Amount:	\$ 1,337,534.23	
Revised Contract Amount:	\$ 1,427,031.21	

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: December 7, 2021
SUBJECT: **Contract Award for 2022 Local Street Engineering**

RECOMMENDATION:

Approval of the award for the 2022 Local Street Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for \$151,632.36, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Jon Dowling, City Engineer regarding a contract award for the above referenced project.

I recommend approval of the contract award. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: December 7, 2021

RECOMMENDATION: Approval of the award for the 2022 Local Street Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan for \$151,632.36, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

SUMMARY

On November 22, 2021, qualification documents and proposals were received from six consultants by the Purchasing Coordinator for preliminary (design) and construction engineering for the project to replace water mains and lead service lines and pavement replacement on Perrine Street from Michigan Avenue to Burr Street. The qualifications and proposals were reviewed by a team consisting of Jon Dowling, City Engineer and Troy White, Assistant City Engineer.

BUDGETARY CONSIDERATIONS

The following is a list of firms submitting proposals and their rating as ranked by the review team. The Engineer's estimate for this project was \$231,000.00. Cost proposals were opened and reviewed for the two highest ranking firms. Hubbell, Roth & Clark had the highest rating and a cost of \$151,632.36. This project will be paid for by a combination of City Jackson Water Funds, Sanitary Sewer Funds, CDBG Funds, Local Street Funds and Special Assessments.

Company	Rating (1000 max.)	Cost
Hubbell, Roth & Clark, Inc., Jackson, MI	993	\$151,632.36
Mannik & Smith Group, Inc., Okemos, MI	920	\$183,297.49
Spaulding DeDecker, Novi, MI	883	
Eng., Inc., Lansing, MI	757	
Rowe Professional Services Company, Flint, MI	748	
Wolverine Engineers & Surveyors, Inc., Mason, MI	721	

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience, method of approach, time and effort, and understanding of the project. Cost proposals are opened and evaluated only for the most qualified firms, preventing potential Freedom of Information Act exposure to cost information by unsuccessful respondents.

HISTORY, BACKGROUND and DISCUSSION

This contract includes preliminary (design) and construction engineering for the project to replace water mains, lead service lines and sewer main and pavement replacement on Perrine Street from Michigan Avenue to Burr Street. Construction is scheduled to commence in the summer of 2022.

DISCUSSION OF THE ISSUE

Attached for your review are the worksheets used to determine the level of qualification for each firm. These sheets show the critical elements that were considered during the rating process. After consideration of the written proposals of each respondent and the costs and man-hours dedicated by the two firms deemed most qualified, Engineering recommends that the contract be awarded to Hubbell, Roth & Clark, Inc. (HRC). HRC earned the highest rating and, more importantly, demonstrated a more complete understanding of the requirements and methods for the replacement of lead service lines.

POSITIONS

Based upon their qualification ranking, and in concurrence with the Purchasing Agent, Engineering recommends that the contract for the 2022 Local Street Engineering be awarded to Hubbell, Roth and Clark, Inc., of Jackson, MI, at their not-to-exceed cost of \$151,632.36. We also request that the Mayor and City Clerk be authorized to sign the contract documents.

ATTACHMENTS

RFQP 22-04 LOCAL STREET ENGINEERING
(CDBG) PERRINE STREET
PROPOSAL REVIEW CRITERIA

16/16

EXPERIENCE / QUALIFICATIONS

Critical Staff

11/11

- ✓ 1) Project Manager Romkema
- ✓ 2) Design Engineer, street Butler
- ✓ 3) Design Engineer, water and sewer Butler
- ✓ 4) Construction Engineer Romkema
- ✓ 5) Inspector Pratt/Baeksma
- ✓ 6) Construction Office Tech
- ✓ 7) LSL coordinator Stacey Purley

Past Projects

- ✓ 8) HUD funded projects
- ✓ 9) Local street recon in urban environment
- ✓ 10) WM replacement in urban environment
- ✓ 11) LSL replacements

UNDERSTANDING OF PROBLEM

17 1/2 / 18

- ✓ 1) PE & CE
- ✓ 2) HUD funded
- ✓ 3) City Letting
- ✓ 4) MDOT standard specs
- ✓ 5) Itemized ~~pay~~ estimates with MERL
- ✓ 6) COJ CAD Standards
- ✓ 7) COJ SPs
- ✓ 8) Project limits
- ✓ 9) Full depth pavt recon
- ✓ 10) Replace curb Mich-Pearl, save curb Pearl-Burr
- ✓ 11) ADA curb ramp upgrades
- ✓ 12) WM replacement
- ✓ 13) LSL replacement - general
- ✓ 14) LSL replacement - coordinate with homeowners
- ✓ 15) LSL replacement - plumber
- ✓ 16) LSLs replacement - electrician
- 1/2 17) Brick sewer replacement
- ✓ 18) Completion date - Oct 2022

METHOD

Bi-weekly

- ✓ 1) ~~Itemized~~ pay estimates
- ✓ 2) Detailed scheduled to meet completion date
- ✓ 3) Topographic survey
- ✓ 4) Soil borings
- ✓ 5) Sewer televising and report
- ✓ 6) Prelim submittal for interim COJ review
- ✓ 7) EGLE Permits for WM and san sewer
- ✓ 8) MDOT ROW permit for Mich Ave ROW
- ✓ 9) Full-time inspection
- ✓ 10) Narrative for LSL replacement process
- ✓ 11) Field Manager admin
- ✓ 12) Prevailing wage review
- ✓ 13) Construction staking
- ✓ 14) Shop drawing and submittals review
- ✓ 15) Coordinate for City-provided testing
- ✓ 16) Record drawing prep

← 24" sized appropriately? Nope.

**RFQP 22-04 LOCAL STREET ENGINEERING
(CDBG) PERRINE STREET
PROPOSAL REVIEW CRITERIA**

MSG

EXPERIENCE / QUALIFICATIONS

Critical Staff

8 1/2 / 11

not a PE

METHOD

14-1/2 / 16

Bi-weekly

- ✓ 1) Project Manager **Todd Brown**
- ✓ 2) Design Engineer, street **Vincent**
- ✓ 3) Design Engineer, water and sewer **Hacker / Weaver**
- ✓ 4) Construction Engineer **Vincent**
- 1/2 5) Inspector **Symington** ← no WM exp.
- ✓ 6) Construction Office Tech **Baker**
- 1 7) LSL coordinator **None shown**

- ✓ 1) Itemized pay estimates
- 1/2 2) Detailed schedule to meet completion date **kind of**
- ✓ 3) Topographic survey
- ✓ 4) Soil borings
- ✓ 5) Sewer televising and report
- ✓ 6) Prelim submittal for interim COJ review
- ✓ 7) EGLE Permits for WM and san sewer
- ✓ 8) MDOT ROW permit for Mich Ave ROW
- ✓ 9) Full-time inspection
- ✓ 10) Narrative for LSL replacement process
- ✓ 11) Field Manager admin
- ✓ 12) Prevailing wage review
- ✓ 13) Construction staking
- 1 14) Shop drawing and submittals review **No.**
- ✓ 15) Coordinate for City-provided testing
- ✓ 16) Record drawing prep

Past Projects

- 1/2 8) HUD funded projects — **NO HUD But yes**
- ✓ 9) Local street recon in urban environment **MDOT LAP**
- ✓ 10) WM replacement in urban environment
- ✓ 11) LSL replacements

UNDERSTANDING OF PROBLEM

17 1/2 / 18

- ✓ 1) PE & CE
- ✓ 2) HUD funded
- ✓ 3) City Letting
- ✓ 4) MDOT standard specs
- ✓ 5) Itemized pay estimates with MERL
- ✓ 6) COJ CAD Standards
- ✓ 7) COJ SPs
- ✓ 8) Project limits
- ✓ 9) Full depth pavt recon
- ✓ 10) Replace curb Mich-Pearl, save curb Pearl-Burr
- ✓ 11) ADA curb ramp upgrades
- ✓ 12) WM replacement
- ✓ 13) LSL replacement - general
- 1/2 14) LSL replacement — coordinate with homeowners **~ kind of**
- ✓ 15) LSL replacement — plumber
- ✓ 16) LSL replacement — electrician
- ✓ 17) Brick sewer replacement
- ✓ 18) Completion date — Oct 2022

Corey - much urban experience?
much construction experience?

**RFQP 22-04 LOCAL STREET ENGINEERING
(CDBG) PERRINE STREET
PROPOSAL REVIEW CRITERIA**

Spaulding
DeDecker

EXPERIENCE / QUALIFICATIONS

8/12/11

Critical Staff

- ✓ 1) Project Manager *Jeremy Schrot*
- ✓ 2) Design Engineer, street *Jeske / Klerhens*
- ✓ 3) Design Engineer, water and sewer *Roath / Carlstrom*
- ✓ 4) Construction Engineer *Gus Dahoui*
- ✓ 5) Inspector *Jeff Fischer*
- ✓ 6) Construction Office Tech *Coleen Head*
- 7) LSL coordinator *None listed.*

Past Projects

- 1/2 8) HUD funded projects *HUD no, MDOT LAP yes*
- ✓ 9) Local street recon in urban environment
- ✓ 10) WM replacement in urban environment
- 1) 11) LSL replacements *None shown*

UNDERSTANDING OF PROBLEM

11/18

- ✓ 1) PE & CE
- ✓ 2) HUD funded
- ✓ 3) City Letting
- ✓ 4) MDOT standard specs
- ✓ 5) Itemized ~~pay~~ estimates with MERL
- ✓ 6) COJ CAD Standards
- ✓ 7) COJ SPs
- ✓ 8) Project limits
- ✓ 9) Full depth pavt recon
- ✓ 10) Replace curb Mich-Pearl, save curb Pearl-Burr
- ✓ 11) ADA curb ramp upgrades
- ✓ 12) WM replacement
- ✓ 13) LSL replacement - general
- ✓ 14) LSL replacement - coordinate with homeowners
- 1) 15) LSL replacement - plumber *No*
- 1) 16) LSL replacement - electrician *No.*
- ✓ 17) Brick sewer replacement
- ✓ 18) Completion date - Oct 2022

METHOD

15/16

- ✓ 1) ~~Itemized~~ *Bi-weekly* pay estimates
- ✓ 2) Detailed scheduled to meet completion date
- ✓ 3) Topographic survey
- ✓ 4) Soil borings
- ✓ 5) Sewer televising and report
- ✓ 6) Prelim submittal for interim COJ review
- ✓ 7) EGLE Permits for WM and san sewer
- ✓ 8) MDOT ROW permit for Mich Ave ROW
- ✓ 9) Full-time inspection
- 1) 10) Narrative for LSL replacement process *±*
- ✓ 11) Field Manager admin
- ✓ 12) Prevailing wage review
- ✓ 13) Construction staking
- ✓ 14) Shop drawing and submittals review
- ✓ 15) Coordinate for City-provided testing
- ✓ 16) Record drawing prep

Eng.

RFQP 22-04 LOCAL STREET ENGINEERING (CDBG) PERRINE STREET PROPOSAL REVIEW CRITERIA

14/16

EXPERIENCE / QUALIFICATIONS

Critical Staff

5 1/2 / 11

- ✓ 1) Project Manager Morris
- 1 { 2) Design Engineer, street Harrington } 2 yrs
- 1 { 3) Design Engineer, water and sewer Harrington } exp
- 1 { 4) Construction Engineer Morris ? Not well defined
- 1 { 5) Inspector Whitney - min experience
- 1 6) Construction Office Tech Whitney ? Not defined
- 1 7) LSL coordinator None.

METHOD

Bi-weekly

- ✓ 1) Itemized pay estimates
- ✓ 2) Detailed schedule to meet completion date
- ✓ 3) Topographic survey
- ✓ 4) Soil borings
- ✓ 5) Sewer televising and report
- ✓ 6) Prelim submittal for interim COJ review
- ✓ 7) EGLE Permits for WM and san sewer
- ✓ 8) MDOT ROW permit for Mich Ave ROW
- ✓ 9) Full-time inspection
- 1 10) Narrative for LSL replacement process No.
- ✓ 11) Field Manager admin
- 1 12) Prevailing wage review No.
- ✓ 13) Construction staking
- ✓ 14) Shop drawing and submittals review
- ✓ 15) Coordinate for City-provided testing
- ✓ 16) Record drawing prep
- ✓ 17) Bi-weekly progress Mtgs.

Past Projects

- 1/2 8) HUD funded projects HUD no, MDOT LAP
- ✓ 9) Local street recon in urban environment yes.
- ✓ 10) WM replacement in urban environment
- 1 11) LSL replacements None shown.

UNDERSTANDING OF PROBLEM

14/18

- ✓ 1) PE & CE
- ✓ 2) HUD funded
- ✓ 3) City Letting
- ✓ 4) MDOT standard specs
- ✓ 5) Itemized ~~pay~~ estimates with MERL
- ✓ 6) COJ CAD Standards
- ✓ 7) COJ SPs
- ✓ 8) Project limits
- ✓ 9) Full depth pavt recon
- ✓ 10) Replace curb Mich-Pearl, save curb Pearl-Burr
- ✓ 11) ADA curb ramp upgrades
- ✓ 12) WM replacement
- 1 13) LSL replacement - general NO
- 1 14) LSL replacement - coordinate with homeowners NO
- 1 15) LSL replacement - plumber NO
- 1 16) LSL replacement - electrician NO
- ✓ 17) Brick sewer replacement
- ✓ 18) Completion date - Oct 2022

Rowe.

RFQP 22-04 LOCAL STREET ENGINEERING (CDBG) PERRINE STREET PROPOSAL REVIEW CRITERIA

14 1/2 / 16

EXPERIENCE / QUALIFICATIONS

Critical Staff

9/11

- ✓ 1) Project Manager Beckman
- ✓ 2) Design Engineer, street Bair^{OK} / Wahr^{New}
- ✓ 3) Design Engineer, water and sewer Bair^{OK} / Wahr^{New}
- 1/2 4) Construction Engineer Not defined.
- 1/2 5) Inspector Robout (Doug)
- ✓ 6) Construction Office Tech Irving.
- 1/2 7) LSL coordinator None listed.

Doug doesn't have much WM exp

Past Projects

- 1/2 8) HUD funded projects HUD no, MDOT LAP Yes.
- ✓ 9) Local street recon in urban environment
- ✓ 10) WM replacement in urban environment
- 1/2 11) LSL replacements None shown

UNDERSTANDING OF PROBLEM

13/18

- ✓ 1) PE & CE
- ✓ 2) HUD funded
- ✓ 3) City Letting
- ✓ 4) MDOT standard specs
- ✓ 5) Itemized ~~pay~~ estimates with MERL
- ✓ 6) COJ CAD Standards
- ✓ 7) COJ SPs
- ✓ 8) Project limits
- ✓ 9) Full depth pavt recon
- ✓ 10) Replace curb Mich-Pearl, save curb Pearl-Burr
- 1/2 11) ADA curb ramp upgrades Nope.
- ✓ 12) WM replacement
- ✓ 13) LSL replacement - general
- 1/2 14) LSL replacement - coordinate with homeowners No.
- 1/2 15) LSL replacement - plumber No.
- 1/2 16) LSL replacement - electrician No.
- ✓ 17) Brick sewer replacement
- ✓ 18) Completion date - Oct 2022

METHOD

Bi-weekly

- ✓ 1) ~~Itemized~~ pay estimates
- 2) Detailed scheduled to meet completion date
- ✓ 3) Topographic survey
- ✓ 4) Soil borings
- ✓ 5) Sewer televising and report ← not in work plan.
- ✓ 6) Prelim submittal for interim COJ review
- 1/2 7) EGLE Permits for WM^{yes} and san^{no} sewer
- ✓ 8) MDOT ROW permit for Mich Ave ROW
- ✓ 9) Full-time inspection
- 1/2 10) Narrative for LSL replacement process No.
- ✓ 11) Field Manager admin
- ✓ 12) Prevailing wage review
- ✓ 13) Construction staking
- ✓ 14) Shop drawing and submittals review
- ✓ 15) Coordinate for City-provided testing
- ✓ 16) Record drawing prep

8 weeks for construction?
No way.

- 1 ~ does not include ADA ramps (pg 5)
do not anticipate sidewalk repairs?

Wolverine

**RFQP 22-04 LOCAL STREET ENGINEERING
(CDBG) PERRINE STREET
PROPOSAL REVIEW CRITERIA**

EXPERIENCE / QUALIFICATIONS

7/11

Critical Staff

- ✓ 1) Project Manager Heck
- ✓ 2) Design Engineer, street Powers
- ✓ 3) Design Engineer, water and sewer Powers
- 1 4) Construction Engineer not defined.
- ✓ 5) Inspector Turner
- 1/2 6) Construction Office Tech Strahlin (only 16 hrs)
- 1 7) LSL coordinator None

Past Projects

- 1/2 8) HUD funded projects HUD no, MDOT LAP
- ✓ 9) Local street recon in urban environment yes
- ✓ 10) WM replacement in urban environment
- 1 11) LSL replacements none shown

UNDERSTANDING OF PROBLEM

14/18

- ✓ 1) PE & CE
- ✓ 2) HUD funded
- 1 3) City Letting No.
- ✓ 4) MDOT standard specs
- 1 5) Itemized ~~pay~~ estimates with MERL
- ✓ 6) COJ CAD Standards
- ✓ 7) COJ SPs
- ✓ 8) Project limits
- ✓ 9) Full depth pavt recon
- ✓ 10) Replace curb Mich-Pearl, save curb Pearl-Burr
- ✓ 11) ADA curb ramp upgrades
- ✓ 12) WM replacement
- ✓ 13) LSL replacement - general
- 1 14) LSL replacement - coordinate with homeowners NO
- 1 15) LSL replacement - plumber NO
- 1 16) LSLS replacement - electrician NO
- ✓ 17) Brick sewer replacement
- ✓ 18) Completion date - Oct 2022

METHOD

12/16

- ✓ 1) ~~Itemized~~ Bi-weekly pay estimates
- 1 2) Detailed scheduled to meet completion date No.
- ✓ 3) Topographic survey
- ✓ 4) Soil borings
- ✓ 5) Sewer televising and report
- ✓ 6) Prelim submittal for interim COJ review
- ✓ 7) EGLE Permits for WM and san sewer
- ✓ 8) MDOT ROW permit for Mich Ave ROW
- ✓ 9) Full-time inspection
- 1 10) Narrative for LSL replacement process No.
- 1 11) Field Manager admin No.
- 1 12) Prevailing wage review No.
- ✓ 13) Construction staking
- ✓ 14) Shop drawing and submittals review
- ✓ 15) Coordinate for City-provided testing
- ✓ 16) Record drawing prep

RFQP - 22-004 Local Street Engineering
 Summary of hours

	Phase I PE	Phase II CE	Total	Construction duration - wk	Construction Observer - hr	hr/wk
Rowe	309	593	902	6	8	57.00
Eng	322.5	781	1103.5	8	13	50.92
HRC	516	1177	1693	10	12	55.83
MSG	688	1083	1771	10	11	60.91
SDA	554	1316	1870	9	12	55.00
Wolverine	828	1226	2054	8	820	#DIV/0!
	sum		9393.5			
	Ave		1565.583			

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: December 9, 2021

SUBJECT: **Approval of Professional Engineering Services Contract with Fishbeck, for the Design Phase of Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of \$395,000.**

Recommendation:

Approval of the Professional Engineering Services Contract with Fishbeck for the Design Phase of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of \$395,000.

Your consideration is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Michael Osborn, Director of Public Works

DATE: December 9, 2021

RECOMMENDATION: Approval of the Professional Engineering Services Contract with Fishbeck for the Design Phase of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of \$395,000.

SUMMARY

In the spring of 2021, City Council adopted a resolution for Fishbeck to prepare the project plan as part of the City's CWSRF application for improvements at the City's Wastewater Treatment Plant. As the City moves forward with the CWSRF project, it is necessary to begin the professional engineering design phase. As Fishbeck is currently providing services to prepare the preliminary design report for this project, it would be most cost effective for the overall project to proceed utilizing Fishbeck for the professional design phase services.

BUDGETARY CONSIDERATIONS

The funding for the Fishbeck Professional Engineering Services – Design Phase contract for the CWSRF project will be allocated to the 406-548 Wastewater Equipment Replacement Fund in the amount of \$395,000.

HISTORY, BACKGROUND and DISCUSSION

On May 11, 2021, the City Council adopted the resolution for Fishbeck to prepare the project plan as part of the City's CWSRF loan application process. This CWSRF project plan includes the rehabilitation of the primary clarifiers and replacement of sludge pumping, aeration blower, and electrical unit substation equipment. Improving these major systems at the WWTP will increase equipment efficiencies, reduce operation and maintenance demand, and provide a greater level of reliability for the WWTP and the community. As part of the State of Michigan's CWSRF Intended Use Plan for Fiscal Year 2022 released in September 2021, the City was within the fundable range for the estimated loan amount of \$9,000,000 with principal forgiveness of 20%, saving the City an estimated \$1,800,000 on this project.

POSITIONS

Approve the Professional Engineering Services Contract with Fishbeck for the Design Phase of the Clean Water State Revolving Fund (CWSRF) Project at the Wastewater Treatment Plant in the amount of \$395,000.

November 23, 2021

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

**Proposal for Professional Engineering Services – Design Phase
Jackson WWTP – Clean Water State Revolving Fund Project**

Dear Mike:

Fishbeck is pleased to present our proposal for engineering services to design wastewater treatment plant (WWTP) improvements for the City of Jackson's (City's) Clean Water State Revolving Fund (CWSRF) Project. Improvements will include rehabilitation of the primary clarifiers and replacement of sludge pumping, aeration blower, and electrical unit substation equipment. Improving these major systems at the WWTP will increase equipment efficiencies, reduce operation and maintenance demand, and provide a greater level of reliability for the WWTP and the community. Fishbeck is excited for the opportunity to work with the City on this important project.

Background

Fishbeck assisted the City with developing and submitting a Project Plan to apply for CWSRF funding. The CWSRF project priority list was finalized in September, with the City's WWTP project within the fundable range and approved for 20% principal forgiveness. Fishbeck is currently providing services to prepare a preliminary design report for the project including an updated opinion of probable construction cost.

The City recently committed to a 4.5-quarter funding schedule for the project (see attached).

Project Understanding

Process Improvements

Primary Clarifiers

Primary Clarifiers 1 through 6 are out of service, and Primary Clarifiers 7 through 12 are abandoned and inoperable; the WWTP regularly operates with only Primary Clarifiers 13 and 14 in service. Additional treatment capacity is necessary to meet current average and peak flow conditions, especially if any additional flow is to be accepted at the plant.

The primary clarifier improvements will include rehabilitation of the chain-and-rake style mechanisms in Primary Clarifiers 1 through 6 and replacing internal mechanisms in circular Primary Clarifier 13. The effluent weir in Primary Clarifier 13 will be converted from a serpentine finger weir to a circular style weir. Primary effluent piping will be modified as necessary to relieve a hydraulic bottleneck in the common pipe serving Primary Clarifiers 13 and 14.

The rehabilitation of Primary Clarifiers 1 through 6 also includes replacing influent slide gates, actuated sludge valves, three sludge and scum pumps, level instruments for the sludge and scum wet well, and the addition of a flow meter for measurement of primary sludge flow. Sludge and scum pumps will be changed from air diaphragm to positive displacement type suitable for sludge pumping. Fishbeck will evaluate the condition of the buried 42-inch influent pipe to Primary Clarifiers 1 through 6 and will design as necessary.

Aeration Blowers

Aeration Blowers 4 through 8 will be replaced with more energy efficient blowers capable of improved turndown through the use of variable frequency drives and dissolved oxygen control with a local control panel. The existing aeration header will be reused; the east header pipe will be recoated. Aeration header valves will be replaced with actuated control valves.

Electrical Improvements

Four unit substations step down power to 480Y/277-volt, 3-phase and distribute it to various panelboards, motor control centers (MCCs), and other loads around the site. The substations are past their useful life and maintenance for them has become difficult since new/unused parts are not readily available.

Unit Substations 1, 2, and 3 are in the Blower Building, and will be replaced with a single consolidated, double-ended unit substation installed in a dedicated building addition.

Unit Substation 4 is located outside near the retention basin. Unit Substation 4 will be replaced with an exterior, single-ended unit substation with a primary feeder selector switch installed adjacent to the existing. The new Unit Substation 4 will include secondary distribution circuit breakers to feed loads, as opposed to tapping off the transformer. Existing feeders will need to be extended to the new unit substation locations or new feeders provided as required to maintain plant operations.

Additional electrical items to be addressed as a part of this project include:

- In-kind replacement of 480-volt Distribution Panelboard 12PP1, which serves the primary sludge equipment.
- Providing 480-volt, 3-phase power (conduit and conductors) and control conduit and conductors to new electrically actuated control valves at Aeration Tanks 1 through 7.
- Lighting and power design in the Blower Building addition for the new unit substation.
- Providing 480-volt, 3-phase power for new blower variable frequency drives from the new Unit Substation 1.

The WWTP must remain in operation during demolition and construction. A detailed sequence of construction will be developed to ensure loads are transitioned at the proper time and to minimize overall process downtime.

Instrumentation and Controls Improvements

It is assumed that Fishbeck will provide the desired functional intent for local control panels to operate unit process systems, and conduit and conductors from instruments and equipment to these local control panels. Fishbeck will need direction from WWTP staff on:

- Desired control and monitoring functions for new instruments (flow meters, level sensors).
- Desired control and monitoring functions for new equipment (MCCs, variable frequency drives, power meters, etc.).

All work related to the supervisory control and data acquisition (SCADA) system, including network design and remote input/output signals, will be covered separately, not by Fishbeck.

Mechanical Improvements

Ventilation improvements will be evaluated in the Primary Sludge Building, and upgrades designed as necessary to provide six air changes per hour to make the entire building unclassified.

The Blower Building will be evaluated for ventilation requirements needed for the new aeration blowers.

Heating, ventilation, and drains will be provided for the new Blower Building expansion for the new unit substation equipment.

Architectural and Structural Improvements

Primary Clarifiers

Fishbeck performed a structural field investigation and evaluation of Primary Clarifiers 1 through 6. The tanks are in sound condition and are able to support the proposed new clarifier equipment and appurtenances. The guardrails are in poor condition and should be replaced for safety reasons.

A similar field investigation of Primary Clarifier 13 will be performed. Concrete repairs will be provided as necessary for structural integrity of the tank.

Primary Sludge and Blower Buildings

Minor building modifications will accommodate mechanical improvements to the Primary Sludge Building. Improvements will be provided to the existing Blower Building as necessary to accommodate the new blower equipment, including conversion of a window section to a new overhead door.

Building Expansion for Electrical Equipment

A building expansion on the north side of the existing Blower Building will house the new unit substation replacing Unit Substations 1 through 3. This will allow for construction sequencing and maintaining both power and aeration services to the plant during construction. A soil boring and geotechnical report will be needed to confirm foundation requirements. The proposed area for the expansion will be surveyed to locate any existing utilities or buried structures within in the vicinity.

Site Improvements

The unpaved area around Primary Clarifiers 1 through 6 will be converted to a paved surface for vector truck access. Paving will protect the buried pipelines and provide access to the scum well.

Scope of Services

Task 1 – Final Design

Final design will commence with a survey site visit to conduct a 3D LiDAR scan of the Blower Building and Primary Sludge Building. This will capture photographic details and accurate dimensional data that will be used to create the building models for the various design disciplines.

Fishbeck will provide the City with review documents at different stages during the final design phase. We will submit documents to City staff for formal review and comment at the 30%, 60%, 90%, and final completion levels. Comments on the final design documents will be incorporated into the bidding documents. The project manual will include front-end documents based on EJCDC standards to meet CWSRF requirements, with input from City staff regarding bonds, insurance, dispute resolution, and other legal requirements.

Fishbeck will work with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and City staff to submit the appropriate design documents to meet the agreed upon CWSRF schedule for EGLE review and obtain the necessary permits.

Deliverables:

30% Design Schematics, 60% Design Drawings, 90% Draft Drawings and Specifications for EGLE Review, Final Design Documents for EGLE Review, Part 41 Permit Application, and Final Bid Documents

Task 2 – Bidding

Fishbeck will work with City Purchasing staff to advertise the project for bidding and to issue the bidding documents in accordance with the agreed upon CWSRF schedule. Fishbeck will prepare an agenda and conduct a pre-bid meeting. We will prepare and distribute addenda as necessary to address bidder questions and make modifications to the bid documents as necessary.

Fishbeck will evaluate bids, participate in an interview of the lowest responsive responsible bidder, and if necessary, with the apparent second low bidder to provide a thorough review of the bids. Fishbeck will then provide a letter to City Council with our evaluation regarding bid completeness and responsiveness, and bidder capabilities.

Deliverables:

Pre-Bid Meeting Agenda, Addenda to answer Bidder Questions/Modify Bid Documents (if necessary), and Bid Evaluation Letter

Assumptions and Project Schedule

Assumptions

Fishbeck has made the following assumptions in developing our scope of services:

- One soil boring and geotechnical report will be provided via Fishbeck as an outside service for the new building expansion.
- Hazardous material inspection will be provided by Fishbeck for asbestos and paint sampling and testing of the relevant project areas.
- EGLE will have no comments or revisions required for the CWSRF Project Plan as amended.
- The project contract will use City standard front-end documents, with additional contract language required to meet CWSRF requirements.
- The City will prepare and submit CWSRF Application Parts 1, 2, and 3 in accordance with the agreed upon CWSRF schedule.

We will strive to communicate in a timely manner if we discover that the project scope changes and will work with the City to amend our approach and efforts accordingly.

Schedule

Fishbeck has considered the overall project schedule in relation to the agreed upon CWSRF schedule.

Fishbeck is prepared to begin design immediately upon authorization from the City.

Project Schedule

Task	Start Date	Finish Date
Authorization of Proceed with Design	December 7, 2021	December 8, 2021

Task	Start Date	Finish Date
Final Design	December 9, 2021	June 17, 2022
Design Kickoff Meeting	December 9, 2021	
Review of 30% Design Schematics	January 12, 2022	January 19, 2022
Review of 60% Design Drawings	February 17, 2022	February 23, 2022
Review of 90%/Draft Drawings and Specifications to EGLE	March 25, 2022	April 1, 2022
Review of Final Design Documents	May 5, 2022	May 10, 2022
Submit Final Drawings and Specifications to EGLE	May 17, 2022	
EGLE Part 41 Permit Review	May 17, 2022	June 17, 2022
Prepare Drawings and Specifications for Bidding	June 8	June 17, 2022
Bidding	June 17, 2022	August 10, 2022
Bid Advertisement	June 17, 2022	July 19, 2022
City submits CWSRF Application Parts 1 and 2	June 24, 2022	
Pre-Bid Meeting	June 29, 2022	
Bid Opening and Interviews	July 19, 2022	July 22, 2022
Bid Evaluation Letter Provided for City Council	July 26, 2022	
City Council Resolution of Tentative Contract Award	August 9, 2022	August 10, 2022

Professional Services Fees

Fishbeck proposes to provide the services outlined herein on an hourly plus expenses basis for an amount not to exceed Three Hundred Ninety-Five Thousand Dollars (\$395,000), based on the following breakdown by task.

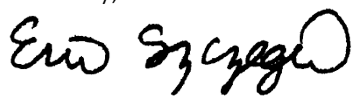
Task 1 – Final Design	\$377,000
Task 2 – Bidding	\$18,000
Total Fee	\$395,000

Authorization

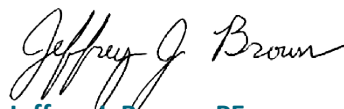
Services will be provided in accordance with the terms of our Professional Services Agreement. If you concur with our scope of services, please sign the attached PSA return to the attention of Nicole Curtin (nacurtin@fishbeck.com).

If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegliński, PE
Senior Water & Wastewater Engineer



Jeffrey J. Brown, PE
Senior Vice President/Principal

Attachments

By email

Copy: Chandra Willinger – City
Trent Stockman – City

Professional Services Agreement

PROJECT NAME Jackson WWTP – Clean Water State Revolving Fund Project – Design Phase
FISHBECK CONTACT Erin H. Szczegielniak, PE
CLIENT City of Jackson
CLIENT CONTACT Mike Osborn
ADDRESS 161 West Michigan Avenue, 11th Floor, Jackson, MI 49201

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Provide professional engineering services in accordance with Fishbeck letter proposal dated November 23, 2021.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated November 23, 2021.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Three Hundred Ninety-Five Thousand Dollars (\$395,000).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Jackson

BY: _____

TITLE: _____

DATE: _____


ACCEPTED FOR:

Fishbeck

BY: _____

TITLE: _____

DATE: _____


Senior Vice President

November 23, 2021

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

**Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Clean Water State Revolving Fund (CWSRF) Project Milestone Schedule
for 4.5 Quarter Financing in Fiscal Year 2022
Anticipated Loan Closing on September 20, 2022**

Applicant Name: City of Jackson
Project Number: 5740-01
Project Description: WWTP Improvements

<u>Milestone</u>	<u>By No Later Than</u>
EGLE Comments on Project Plan Submittal	03/14/2022
Submittal of Answers to EGLE Comments	04/13/2022
Correction of All Remaining Planning Deficiencies (Including submittal of EA distribution list)	04/13/2022
Publication of Environmental Assessment (EA)	06/01/2022
Public Notice Clearance	07/01/2022
EGLE Approval of Project Plan	07/01/2022
Submittal of Draft Plans & Specifications	04/01/2022
EGLE Comments on Draft Plans & Specifications	04/29/2022
Submittal of Final Plans & Specifications	05/27/2022
Issuance of Construction Permit	06/27/2022
EGLE Approval of Plans & Specifications	07/01/2022
Submittal of CWSRF Application Part I	06/24/2022
Submittal of CWSRF Application Part II	06/24/2022
Submittal of CWSRF Application Part III (Including Resolution of Tentative Contract Award)	08/15/2022
Publication of Bid Advertisement	07/01/2022
Opening of Bids	08/01/2022
Resolution of Tentative Contract Award by Governing Body	08/15/2022
EGLE Order of Approval	08/29/2022

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the bypass of this project and the assignment of funds reserved for it to other projects on Michigan's Project Priority List in accordance with the provisions of Section 5310 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the deferral of EGLE action on this project until a subsequent fiscal year.

Accepted on 10-28-21

By: Michael D. Olson
Applicant's Authorized Representative

Accepted on 10-28-2021

By: Lance Wood
Project Manager, Finance Division
Water Infrastructure Financing Section

Approved on 10/28/2021

By: Eric Pohan
Unit Supervisor, Finance Division
Water Infrastructure Financing Section