CITY COUNCIL
MEETING AGENDA
1st and 3rd Thursday of the Month

Marc D. Tall, Mayor
Leo J. Evans, Mayor Pro-Tem
Patricia A. Baribeau, Council Member
Ronald J. Beauchamp, Council Member
Ralph B. Blasier, Council Member

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
Ralph B.K. Peterson, City Attorney

City Council Chambers located at: City Hall - 410 Ludington Street - Room C101 - Escanaba, MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting

Thursday, March 20, 2014, at 7:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE - Pastor Jacob Comer - New Life Assembly of God
APPROVAL/CORRECTION(S) TO MINUTES - Regular Meeting - March 6, 2014
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION
BRIEF PUBLIC COMMENT
UNFINISHED BUSINESS - NONE
PUBLIC HEARINGS

1. **Public Hearing - Citizen Participation - 2014-15 Fiscal Year Budget Preparation.**
Each year, Council holds public hearings to facilitate input from its citizens for the City's next fiscal year budget. This is the third of five scheduled public hearings. The next Council public hearing will be held on May 1, 2014.

NEW BUSINESS

1. **First Reading - Ordinance No. 1145 - An Ordinance to amend the City Zoning Map - Planning Commission.**
Explanation: On March 13, 2014, the Escanaba Planning Commission recommended Council amend the City Zoning Ordinance, Chapter 4 Districts, Boundaries and Zoning Map for property located in Block 2 of the Hessel & Hentschel Addition, lots 23 and 24, by having the properties rezoned from a Two-family Residence "B" District land use to a Light Manufacturing "F" District land use. Council is requested to consider this the first reading of Ordinance #1145, and to set the second reading and public hearing for April 17, 2014.

2. **Contract Approval - Digester Bio-Solids Removal and Hauling Bid - Wastewater Department.**
Explanation: Administration is seeking Council approval of a bid from U.P. Environmental Service Inc., Bark River, MI, in the amount of $36,750 to complete the work required to clean-out, haul and pump out the bio-solids from the Wastewater Treatment Plant Digester.

3. **Contract Approval - Digester Cleaning, Sealing and Restoration Bid - Wastewater Department.**
Explanation: Administration is seeking Council approval of a bid from Terrazzo Creations & Renewal, LLC, Iron Mountain, MI, to complete the work required to clean, seal and restore the Wastewater Treatment Plant Digester at their stated proposal unit prices.

4. **Contract Approval - Roof Replacement - Department of Public Safety.**
Explanation: Administration is seeking Council approval of a bid from the Markell Company, Iron Mountain, MI, in the amount of $77,970 to complete the work required to replace the roof on the Public Safety Building as stated in their proposal as modified.

5. **Update - Sale of the Power Plant/Referendum - City Manager's Office.**
Explanation: Administration will update the Council and public on the latest developments related to the sale of the Escanaba generating facility and the upcoming May 6, 2014, referendum.

APPOINTMENTS
BOARD, COMMISSION, AND COMMITTEE REPORTS
GENERAL PUBLIC COMMENT
ANNOUNCEMENTS
ADJOURNMENT

Respectfully Submitted

James V. O'Toole
City Manager

OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, March 6, 2014

The meeting was called to order by the Honorable Mayor Marc D. Tall at 7:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, and Leo J. Evans

Absent: Council Member Ralph B. Blasier

Evans moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to excuse Council Member Blaiser who was out of the community.

Also Present: City Manager James V. O'Toole, City Department Heads, media, and members of the public.

Reverend Chris Johnson of the Christ the King Lutheran Church, gave the invocation and led Council in the Pledge of Allegiance.

Evans moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from February 20, 2014, as submitted.

ADJUSTMENTS TO THE AGENDA

Baribeau moved, Evans seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

UNFINISHED BUSINESS – None

PUBLIC HEARINGS – None

NEW BUSINESS

Approval - Fireworks Display - Independence Day Celebration – Department of Recreation.

On February 10, 2014, Independence Day firework proposals were sent out to five (5) vendors with only one (1) vendor responding for the July 4, 2014, community event. Administration recommended the fireworks display contract be awarded to Wolverine Fireworks of Kawkawlin, Michigan, in the amount of $10,000. It was further requested Council authorize the contract amount be increaseed equal to community donations received for the fireworks display.

NB-1 Evans moved, Beauchamp seconded, to approve the July 4, 2014, fireworks display contract be awarded to Wolverine Fireworks of Kawkawlin, Michigan, in the amount of $10,000, and furthermore, that the contract amount be increased equal to community donations.

Upon a call of the roll, the vote was as follows:

Ayes: Evans, Beauchamp, Baribeau, Tall
Nays: None

MOTION CARRIED.

Approval - Sanitation Services - City Parks, Recreational Areas and Special Events – Department of Recreation.

On February 10, 2014, requests for sanitation services for city parks, recreational areas and special events were sent out to two (2) vendors with only one (1) vendor responding. Administration recommended the Park and Recreation Sanitation contract be awarded to Stenberg Brothers, Bark River, Michigan, for the period through March 31, 2015, for the prices stated in their proposal.

NB-2 Beauchamp moved, Baribeau seconded, to approve the Park and Recreation Sanitation contract be awarded to Stenberg Brothers, Bark River, Michigan, for the period through March 31, 2015, for the prices stated in their proposal.

Upon a call of the roll, the vote was as follows:

Ayes: Beauchamp, Baribeau, Evans, Tall
Nays: None

MOTION CARRIED.

Approval - Concession Services in Ludington Park – Department of Recreation.

On February 10, 2014, the City of Escanaba sent out seven (7) invitations to concessionaires to provide food and drink concession in Ludington Park for the 2014 Summer Season. As of February 25, 2014, only one (1) vendor responded. After review of the single proposal, Administration recommended Council award the Ludington Park Food/Drink Concession for, Territory #2, to Sticky Fingers of Gladstone, Michigan, provided a certificate of liability insurance was filed with the City of Escanaba.

NB-3 Beauchamp moved, Baribeau seconded, **CARRIED UNANIMOUSLY**, to award the 2014 Ludington Park Food/Drink Concession for, Territory #2, to Sticky Fingers of Gladstone, Michigan, provided a certificate of liability insurance was filed with the City of Escanaba.

Discussion - Extreme Cold Weather Impact – City Manager's Office.

City Administration reviewed the challenges associated this winter which had resulted in excessive frozen water services, water mains, sewers and storm system freezes. The following items were discussed:

- As of March 6, 2014, 435 water freeze ups, two water main breaks, two sewer line freeze ups, and one storm line freeze up. This in turn has impacted jurisdictional resources in an amount well over $123,000;
- City Engineer/Public Works Superintendet Bill Farrell stated city crews have been very busy plowing and removing snow and that potholes were going to be a problem this year;
- Water/Wastewater Superintendent Jeff Lampi stated his crews have been working seven days a week on the water and sewer line freeze ups. Twice the amount of water has been used due to many scared customers letting their water run;
- Signs of water freeze ups are rusty water, banging pipes, and water coming out of the faucet at 35 degrees or less;
- Delta County Emergency Management Coordinator Bob Berbohm stated in order to declare a "State of Emergency," a total of $13.7 million worth of detailed damages have to be documented statewide. The County will need to show we have exhausted all of our resources before receiving help from FEMA;
- Besides the freeze ups and broken water/sewer lines which were being addressed daily, other frost-related issues for the region will be road damage, broken gas lines, flooding, and bridge problems.

After discussion, the following resolution was presented:

NB-4 By Council Member Beauchamp, seconded by Council Member Evans:

Escanaba City Council
Delta County, State of Michigan

Resolution

"Extreme Cold Weather Impact"

TO: Mr. Robert Berbohm, Delta County Emergency Manager Coordinator, Delta County Commission, Senator Tom Casperson, Representative Ed McBroom and Governor Rick Snyder.

WHEREAS, The Escanaba City Council hereby requests that the Delta County Commission declare a "State of Emergency" as a result of the extreme cold weather with sustained sub-zero temperatures which has caused widespread damage in the City of Escanaba with frost levels exceeding 70 inches. As a result of these sub-zero temperatures, the City of Escanaba has had two (2) water main breaks, over four hundred and thirty-five (435) residential and business water service freeze ups, two (2) sewer line freeze ups and one (1) storm line freeze up. This in turn has impacted jurisdictional resources in an amount well over $ 123,000 as of March 6, 2014, and continues to be a major operational hardship for City personnel and a major financial

stress for the City of Escanaba operations, residents and businesses.

WHEREAS, This freeze is far worse than the freeze our area experienced in 1994 and the numbers of "let runs" are growing on a daily basis which is causing financial hardships for not only the City but for the residents and businesses of Escanaba.

NOW, THEREFORE, BE IT RESOLVED, The City of Escanaba is requesting the Delta County Commission declare a "State of Emergency" with the State Emergency Management Division so that they can petition the Governor's Office for a declaration of emergency and make available to the City any resources available which will alleviate the hardships currently being experienced.

Upon a call of the roll, the vote was as follows:

Ayes: Beauchamp, Evans, Baribeau, Tall
Nays: None

RESOLUTION DECLARED ADOPTED.

Discussion – Sale of the Power Plant/Referendum.

Manager O'Toole updated the Council and public on the latest developments related to the sale of the Escanaba generating facility. (See Attachment – A)

APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES – None

BOARD, COMMISSION, AND COMMITTEE REPORTS

Council Members reviewed City Board and Commission meetings each attended since the last City Council Meeting.

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS

- First Robotics will be hosted in Escanaba on March 14-15, 2014;
- Encouraged residents to be aware of the snow and ice on their roofs;
- City Residents were reminded this weekend was Daylight Savings Time. Residents were reminded to reset their clocks and replace their smoke alarm and Carbon Monixide batteries;

Hearing no further public comment, the Council adjourned at 8:11 p.m.

Respectfully submitted,

Robert S. Richards, CMC
City Clerk

Approved: _____
Marc D. Tall, Mayor

ESCANABA GREEN ENERGY

March 6, 2014

Dear Jim:

Here is EGE's latest update.

As you know representatives of Corban/Realty Financial Group went to Spain over the weekend to meet with both the Spanish law firm and the funding banks. These meetings were completed successfully as any last closing conditions and obstacles to having funds sent to the US were checked off. The moving of the funds should take place this week or Monday.

As you also know EGE has received all documents related to the closing and they are now being reviewed by EGE and its counsel. The documents are in large part acceptable so finishing this piece of the closing appears to be able to be accomplished very quickly.

Instructions for Delta Title and the title insurance policy have been outlined. Final arrangements for the lender's compliance engineer - firm responsible for approving work being done on the project and draws - are being completed. EGE has selected two possible compliance firms and Corban RFG will select one. This scope and process have already been established.

Corban and the law firm have suggested that a call is not necessary since EGE has received as letter confirming the funds and will receive a closing date when the funds are in a US account. EGE is able to share the letter with you but it is not a document that can be put on the public record for confidentiality reasons.

RFG anticipates that it will be ready to close in the next two weeks.

As always, if you have questions or concerns, please call me.

Regards.

(original signed)

Charles Detiege

NB #1 - CC 3/24/14

James V. O'Toole
City Manager

410 Ludington Street
Escanaba, Michigan 49829
Phone (906)786-0240

MEMORANDUM March 14, 2014

TO: Escanaba City Council

FROM: James V. O'Toole, City Manager

SUBJECT: Ordinance No. 1145 – An Ordinance to Amend the City Zoning Map
Block 2, Hessel & Hentschel Addition, Lots 23 and 24

Northern Michigan Bank and Trust has submitted an application for rezoning property they own located in Block 2 of the Hessel & Hentschel Addition, Lots 23 and 24. The applicant is requesting the property be rezoned from a Two-family Residence "B" District land use to a Light Manufacturing "F" District land use.

If approved by the City Council, Northern Michigan Bank and Trust proposes to construct a 7,483 square foot addition to their existing facility which will be primarily used as office space.

On March 13, 2014, the Escanaba Planning Commission conducted a public hearing on the site plan in accordance with Section 1801.3 of Escanaba Zoning Ordinance. At that meeting the Planning Commission approved the site plan pending approval of the zoning change by the City Council.

The proposed construction will meet setback standards of a Light Manufacturing "F" District if the properties are rezoned.

Administration is recommending approval of the zoning district change in that the use will be consistent with the existing neighboring uses and will be consistent with the surrounding uses of 3rd Avenue North.

ORDINANCE NO. #1145

AN ORDINANCE TO AMEND SECTION 401.4, ZONING MAP OF ORDINANCE NO. 1028, CITY ZONING MAP ORDINANCE, AS CODIFIED UNDER THE CODE OF ORDINANCES

THE CITY OF ESCANABA ORDAINS:

Chapter I

Section 101. The zoning map referred to in Section 401.1 of Ordinance No. 1028 is hereby amended as follows:

101.1 From Two-Family Residence "B" District to Light Manufacturing "F" District, as follows:

Lot 23 and 24, Block 2, of Hessel and Hentschel Addition

Chapter II

SAVINGS CLAUSE

Section 201. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason held to be unconstitutional or unlawful such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or unlawful.

Chapter III

CONFLICTING ORDINANCES

Section 301. All ordinances or parts of ordinances or resolutions, hereto passed or adopted, which may conflict to be inconsistent with the provisions of this ordinance are hereby repealed.

Chapter IV

EFFECTIVE DATE

Section 401. This ordinance shall become effective ten (10) days after the passage and publication.

APPROVED:

_____
Ralph B.K. Peterson, City Attorney

Date Approved:
Date Published:

APPROVED:

_____
Marc Tall, Mayor

Attest:

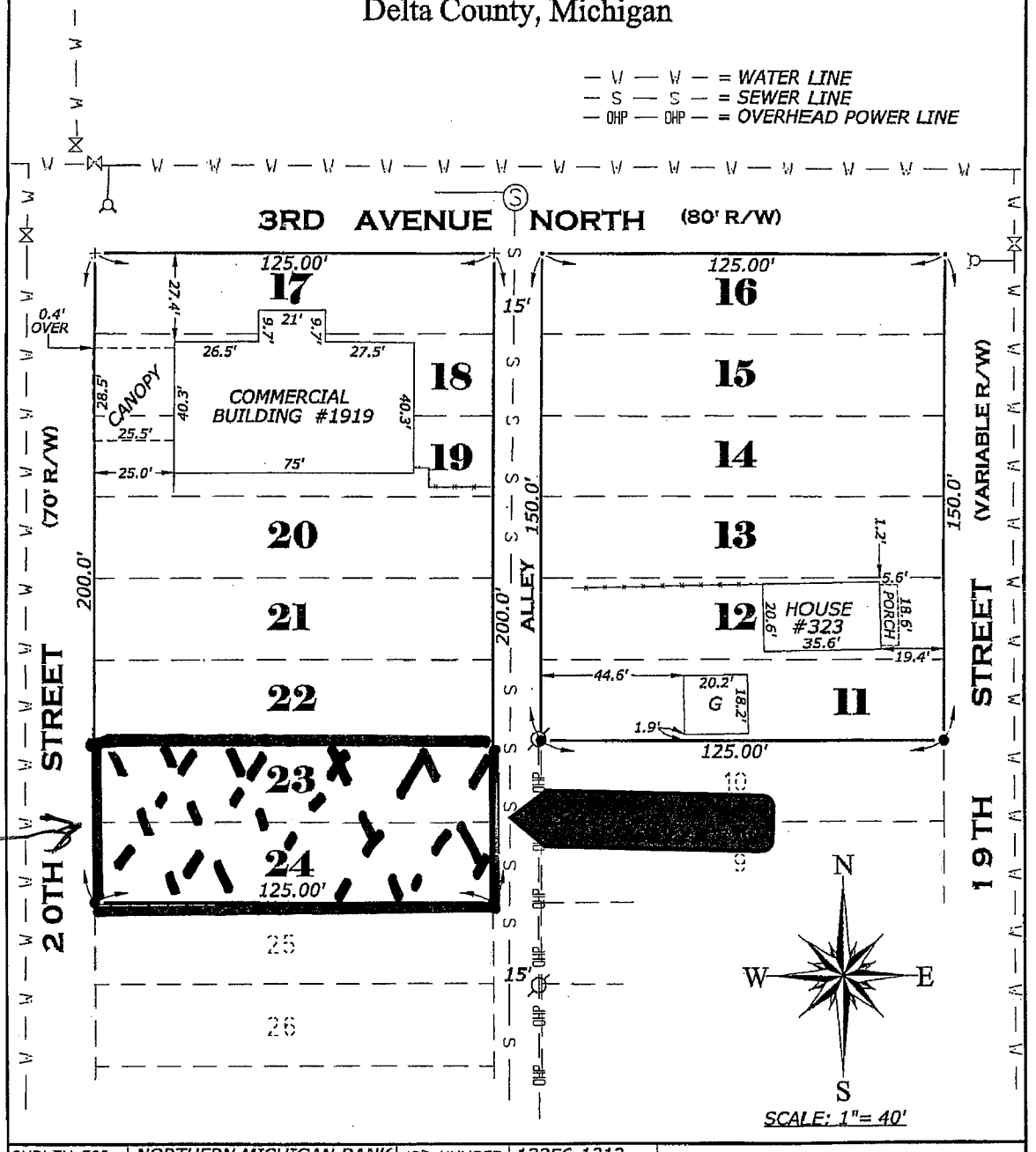
_____
Robert S. Richards
CMC City Clerk

I hereby certify that the above and foregoing ordinance was duly passed and adopted at a meeting of the City Council held on _____ and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba, on _____.

_____
Robert S. Richards, CMC City Clerk

Rezoning.

Plat of Survey of
Part of Block 2 of
Hessel & Hentschel Addition
City of Escanaba
Delta County, Michigan



F.

B

SURVEY FOR	NORTHERN MICHIGAN BANK	JOB NUMBER	13356-1312
SUBJECT	BOUNDARY SURVEY	ORIGINAL	
DATE OF SURVEY	DECEMBER 23, 2013		
DATE OF MAPPING	DECEMBER 31, 2013		

CERTIFICATE OF SURVEY TO:

NORTHERN MICHIGAN BANK

I, TERENCE S. WANIC, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY; THAT I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED LANDS, THAT IRON MONUMENTS, TOGETHER WITH THOSE FOUND HAVE BEEN PLACED OR LOCATED AT THE POSITIONS INDICATED HEREON, THAT THERE ARE NO VISIBLE PHYSICAL ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, EXCEPT AS SHOWN, THAT THE RELATIVE ERROR OR CLOSURE OF THE UNADJUSTED FIELD MEASUREMENTS OF THE SURVEY IS LESS THAN THE RATIO OF 1 PART IN 10,000.

12/31/13

TERENCE S. WANIC, Professional Surveyor No. 44296

STATE OF MICHIGAN
TERENCE S. WANIC
PROFESSIONAL SURVEYOR
No. 44296
LICENSED PROFESSIONAL SURVEYOR

LEGEND

- INDICATES A LINE NOT DRAWN TO SCALE
- IRON MONUMENTS SET
- IRON MONUMENTS FOUND
- CONC. MONUMENTS SET
- CONC. MONUMENTS FOUND
- CHISELED CROSS IN CONCRETE
- (M) MEASURED DISTANCE AND/OR BEARINGS
- (R) RECORDED DISTANCE AND/OR BEARINGS
- SECTION CONTROL CORNERS

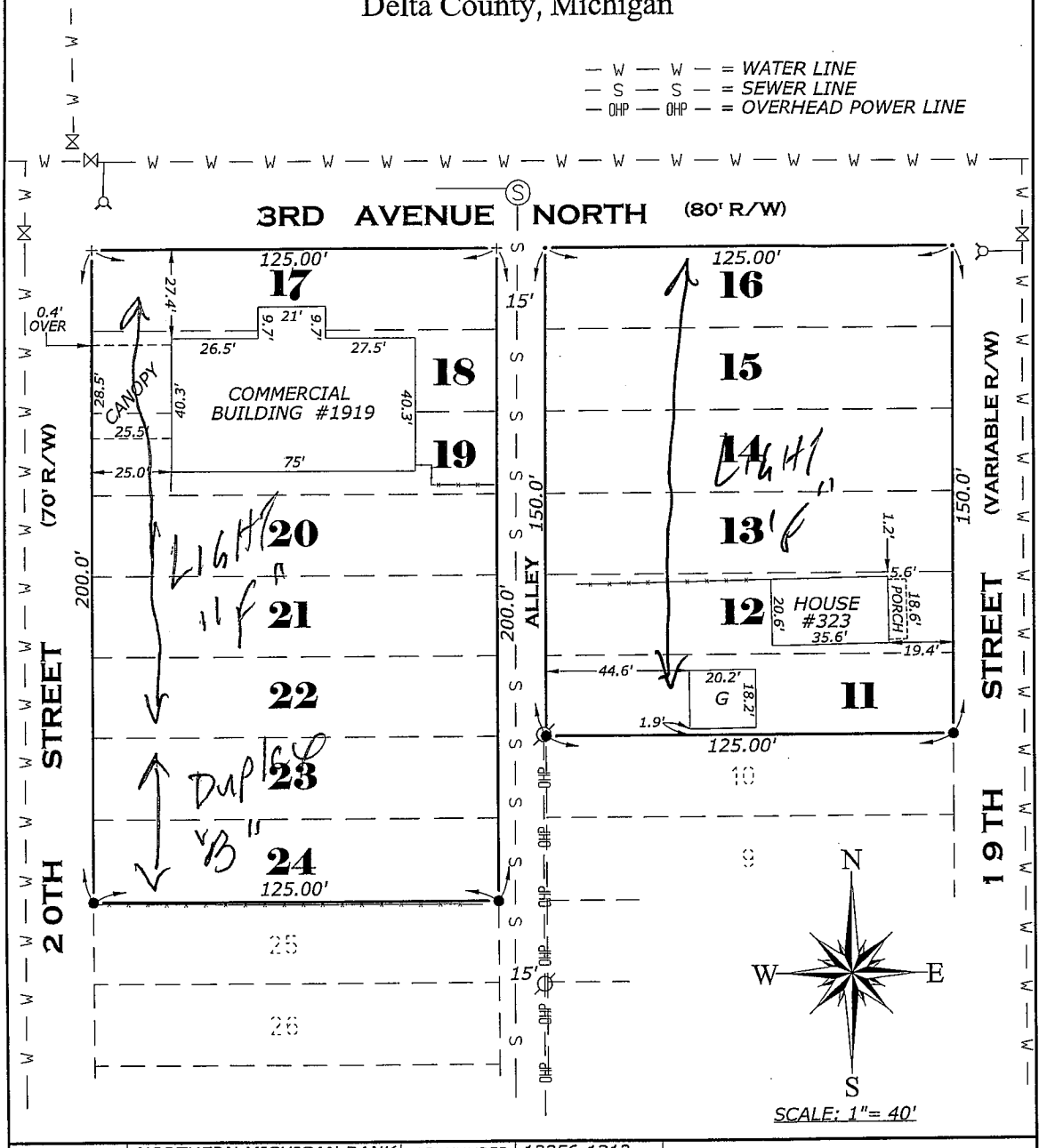
DAVIS WANIC
LAND SURVEYORS, P.C.
1410 Ludington Street
Escanaba, Michigan 49829
Phone (906)786-1755
Fax 786-6487

Plat of Survey of

Part of Block 2 of Hessel & Hentschel Addition

City of Escanaba

Delta County, Michigan



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TERENCE S. WANIC, Professional Surveyor No. 44296

PROFESSIONAL SURVEYOR

LEGEND

- INDICATES A LINE NOT DRAWN TO SCALE
- ○ IRON MONUMENTS SET
- ● IRON MONUMENTS FOUND
- □ CONC. MONUMENTS SET
- ■ CONC. MONUMENTS FOUND
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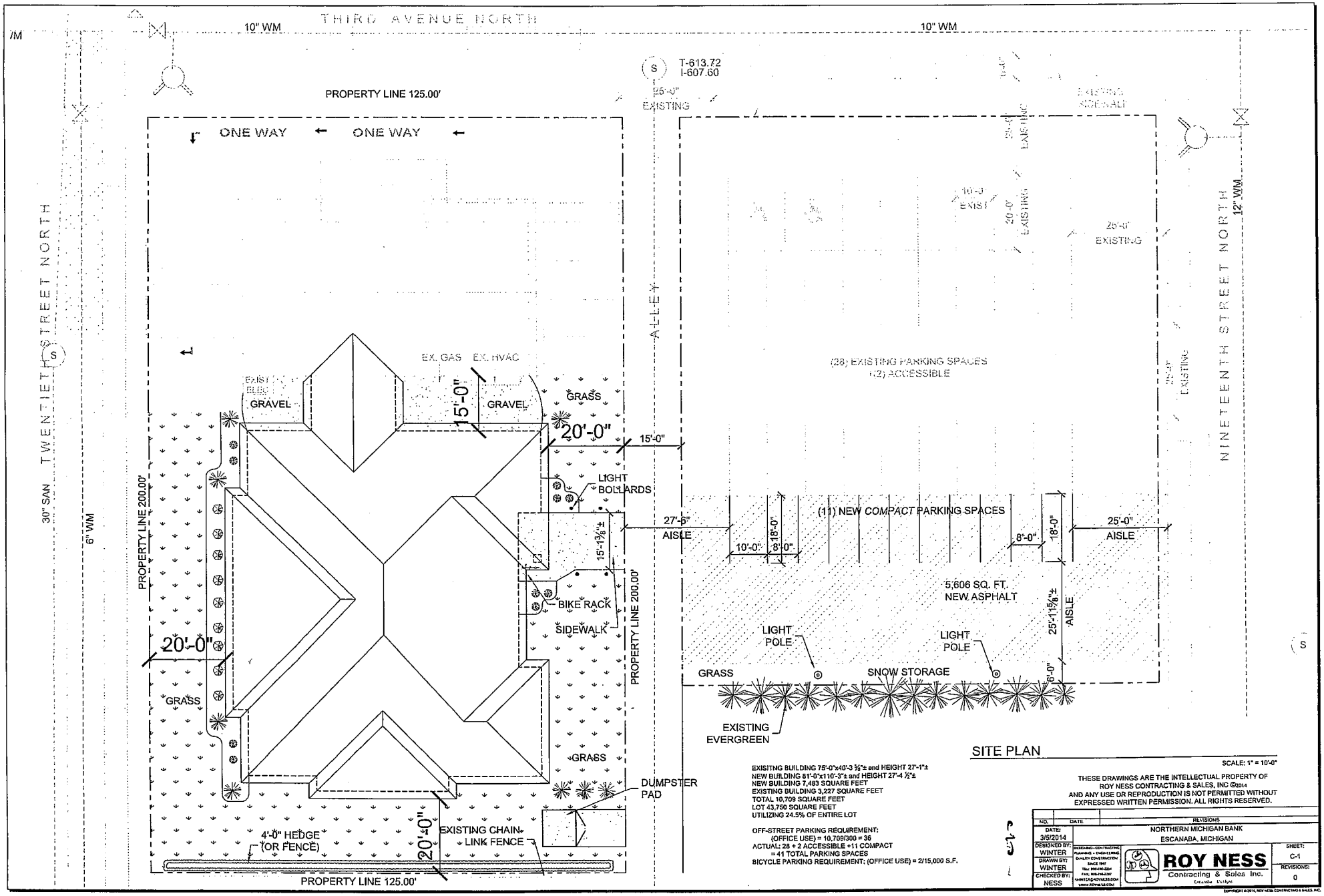
WANIC LAND SURVEYORS, P.C.
1410 Ludington Street
Escanaba, Michigan 49829
Phone (906)786-1755,
Fax 786-6487



EXISITNG BUILDING 75'-0"x40'-3 ⅝"± and HEIGHT 27'-1"±
NEW BUILDING 81'-0"x110'-3"± and HEIGHT 27'-4 ½"±
NEW BUILDING 7,493 SQUARE FEET
EXISTING BUILDING 3,227 SQUARE FEET
TOTAL 10,709 SQUARE FEET
LOT 43,750 SQUARE FEET
UTILIZING 24.5% OF ENTIRE LOT

OFF-STREET PARKING REQUIREMENT:
(OFFICE USE) = 10,709/300 = 36
ACTUAL: 28 + 2 ACCESSIBLE +11 COMPACT
= 41 TOTAL PARKING SPACES
BICYCLE PARKING REQUIREMENT: (OFFICE USE) = 2/15,000 S.F.

SITE PLAN

SCALE: 1" = 10'-0"

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NO.	DATE	REVISIONS

DATE: 3/6/2014
DESIGNED BY: WINTER
DRAWN BY: WINTER
CHECKED BY: NESS

NORTHERN MICHIGAN BANK
ESCANABA, MICHIGAN

ROY NESS
Contracting & Sales Inc.

SHEET: C-1
REVISIONS: 0

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Parcel Number. 051-190-2930-154-001 Jurisdiction: City of Escanaba County: Delta Printed on 04/01/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
BOYLE DANIEL	NORTHERN MI BANK	0	06/06/1985	QCD	QCD	286-847		0.0
CARINO SALVATORE	BOYLE DANIEL	0	06/06/1985	WD	WD	286-686		0.0

Property Address
1919 3RD AVENUE NORTH

Owner's Name/Address
NORTHERN MICHIGAN BANK
P O BOX 716
ESCANABA MI 49829

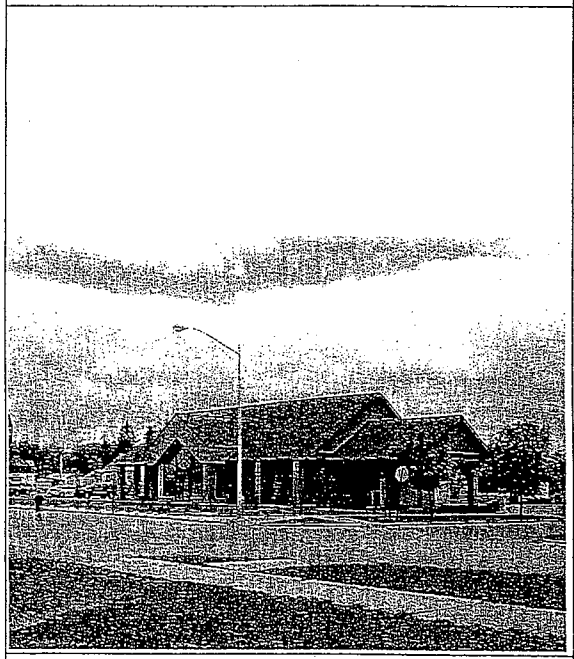
Class: Commercial, 201 Zoning: 293
School: DISTRICT 21010
P.R.E. 0%
Map #:
2013 Est TCV 551,393 TCV/TFA: 171.77

Building Permit(s)	Date	Number	Status
	01/21/2000	7332	

X Improved | Vacant

Tax Description
LOTS 17 THRU 20 INCL BLK 2 HESSEL & HENTSCHEL ADDITION 1919 3RD AVE N

Comments/Influences



Public Improvements

	Dirt Road
	Gravel Road
X	Paved Road
X	Storm Sewer
X	Sidewalk
X	Water
X	Sewer
X	Electric
X	Gas
X	Curb
X	Street Lights
	Standard Utilities
	Underground Utils.

Topography of Site

X	Level
	Rolling
	Low
X	High
	Landscaped
	Swamp
	Wooded
	Pond
	Waterfront
	Ravine
	Wetland
	Flood Plain

Who	When	What
DRN	02/05/2013	Data Enter
KD	08/01/2012	Data Enter
KD	08/08/2011	Inspected

Land Value Estimates for Land Table 93.COMM OFF MAIN

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	125 X 100 Reason	Value
	125.00	100.00	1.0000	1.0000	300	90	DEPTH	33,750
125 Actual Front Feet, 0.29 Total Acres					Total Est. Land Value =			33,750

Land Improvement Cost Estimates

Description	Rate	CountyMult.	Size	%Good	Cash Value
D/W/P: Asphalt Paving	1.42	1.23	9000	50	7,860

Commercial/Industrial Local Cost Land Improvements

Description	Rate	CountyMult.	Size	%Good	%Arch.Mult	Cash Value
WATER&SEWER	2500.00	1.00	1.0	98	100	2,450

Total Estimated Land Improvements True Cash Value = 10,310

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2013	16,875	258,822	275,697			243,418C
2012	246,768	0	246,768			237,713C
2011	254,400	0	254,400			231,464C
2010	0	230,435	230,435			227,595C

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*** Information herein deemed reliable but not guaranteed***

SKETCH/AREA TABLE ADDENDUM

Parcel No 19193AN

File No 051-190-2930-154-001

SUBJECT

Property Address 1919 3RD AVENUE NORTH

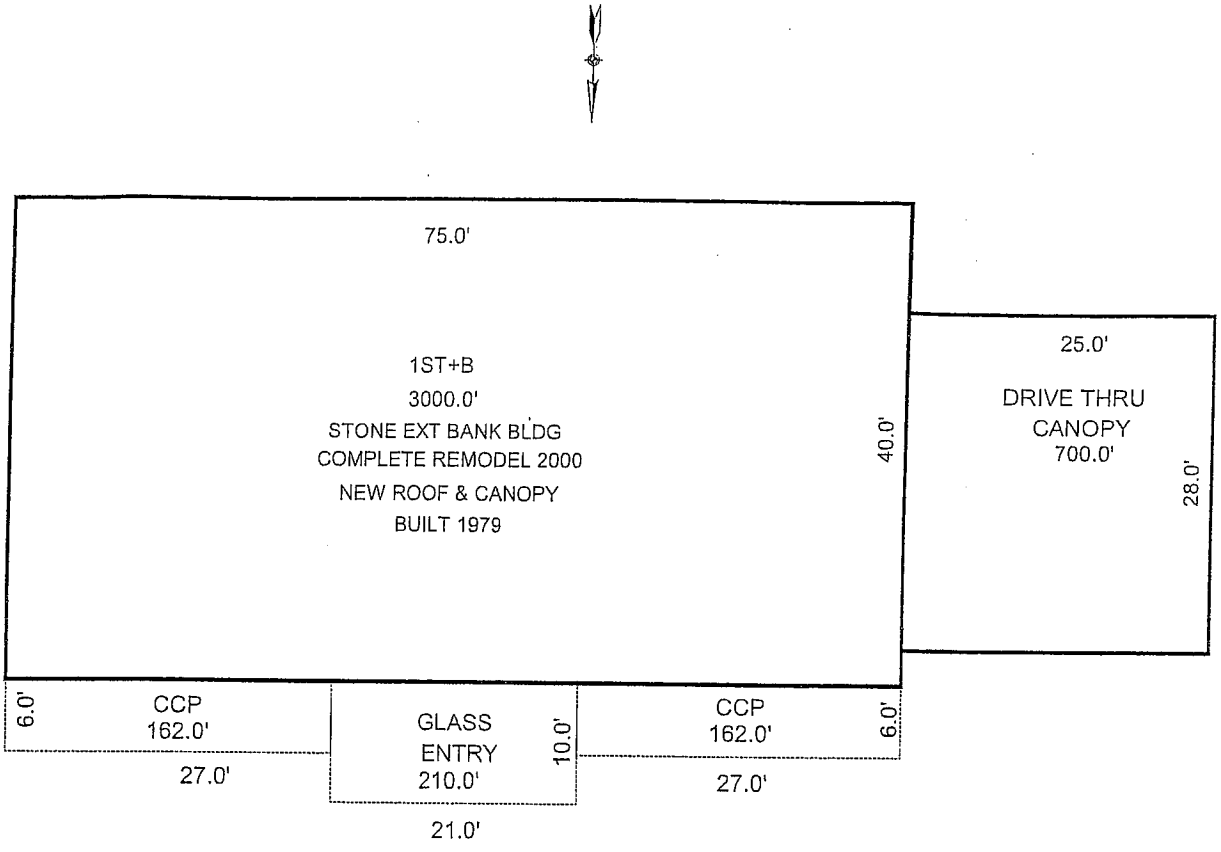
City State Zip

Owner

Client

Appraiser Name KEVIN DUBORD Inspection Date DRAWN 3-25-09

IMPROVEMENTS SKETCH



1919 3RD AVENUE NORTH

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	1ST+B	1.00	3000.0	230.0	3000.0
P/P	Porch	1.00	162.0	66.0	
	Porch	1.00	162.0	66.0	
	Porch	1.00	210.0	62.0	534.0
GAR	Garage	1.00	700.0	106.0	700.0

Net LIVABLE Area (Rounded w/ Factors) 3000

Comment Table 1

Comment Table 2

Comment Table 3

CITY OF ESCANABA

PARCEL NUMBER : 051-190-2930-154-003 — 27 JUN 2006

COUNTY : DELTA — 401

SCHOOL DISTRICT: 21010 — 21010

PROPERTY LOCATION: — NEIGHBORHOOD: 1

RN MICHIGAN BANK — ZONED: N1

318 NORTH 20TH STREET

ESCANABA MI 49829

MAILING ADDRESS(S):

NORTHERN MICHIGAN BANK

P O BOX 716

ESCANABA MI 49829

SALES INFORMATION

GRANTEE	DATE	INSTR	LIBR	PAGE	SALE PRICE
NORTHERN MI BANK	07/21/86	WD	296	260	

DESCRIPTION	DATE	AMOUNT

TRUE CASH VALUE

YEAR	LAND	BUILDINGS	CODE	HMST	ASSESSMENT	EQUALIZED	TAXABLE
2006	8,640	0	OR	0	5,150	5,150	4,184
2005	8,400	0	OR	0	5,000	5,000	4,051
2004	7,680	0	OR	0	5,000	5,000	3,960
2003	7,680	0	OR	0	5,000	5,000	3,871

EXAMINED BY:

EXAMINE DATE:

INTERVIEWED:

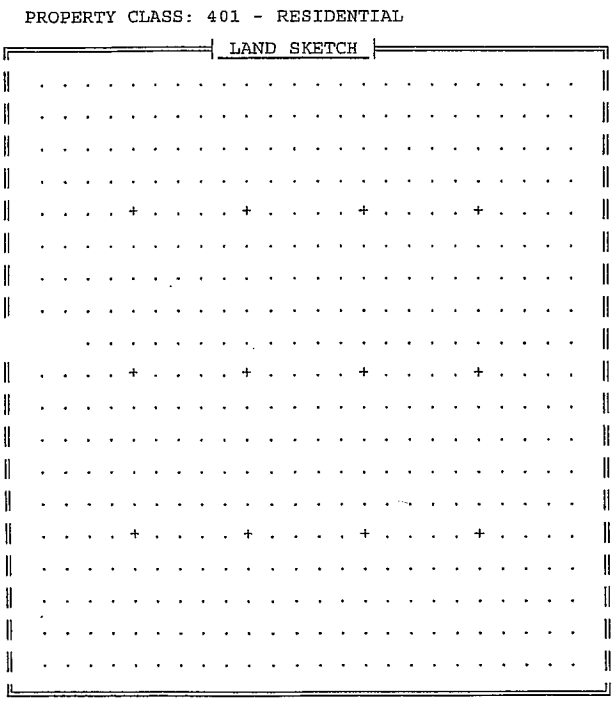
PROPERTY CLASS: 401 - RESIDENTIAL

Platted

High, Level

Curb, Electric, Gas, Paved Road, Sidewalk, Sanitary Sewer, Storm Sewer, Wat

LAND SKETCH



LAND COMPUTATIONS

SIZE	FACTOR	DESCRIPTION	RATE	VALUE
50	1.00	50 X 125	180	9,000

LAND IMPROVEMENTS — Sf/Lf/Ea — Rate — DeprCost

DESCRIPTION:

LOT 23 BLK 2 LOT 24 BLK 2 HESSEL & HENTSCHEL ADDITION 318 NORTH 20TH STREET

2006 FINAL VALUES:

PROPERTY BASE VALUE :	9,000	TOTAL TRUE CASH VALUE:	9,000
NEIGHBORHOOD FACTOR:	1.00	CALCULATED ASSESSMENT:	4,500
TRUE CASH VALUE :	9,000	ASSESSMENT OVERRIDE:	5,150
LAND IMPROVEMENT BASE:	0	CLASS FACTOR APPLIED:	1.00000
COST NEW MULTIPLIER:	NA	BOR ASSESSMENT:	
DEPRECIATION :	NA	STC/MTT ASSESSMENT:	
NEIGHBORHOOD ECF :	NA	FINAL ASSESSMENT:	5,150
NBHD LAND FACTOR :	NA	EQUALIZATION FACTOR:	1.00000
TRUE CASH VALUE :	0	STATE EQUALIZED VALUE:	5,150
BLDGS TOTAL TRUE CASH:	0	CAPPED VALUE:	4,184
TRANSFER:			
HOMESTEAD PERCENT:	0%	TOTAL TAXABLE VALUE:	4,184

051

29 APR 2010

201

21010

SALES INFORMATION

GRANTEE	DATE	INSTR	LIBR	PAGE	SALE PRICE
NMB	10/03/07	WD	898	706	75,000
1 DERKOS	03/27/00	QCD	559	603	0

DESCRIPTION	DATE	AMOUNT

TRUE CASH VALUE

YEAR	LAND	BUILDINGS	CODE	HMST	ASSESSMENT	EQUALIZED	TAXABLE
2009	17,775	39,098	OR		23,170	23,170	17,875
2008	17,775	42,865	OR	100	23,170	23,170	17,122
2007	17,775	38,968	OR	100	22,850	22,850	16,738
2006	16,000	34,378	OR	100	21,660	21,660	16,141

Improved, Platted, Residential

Level

Curb, Electric, Gas, Paved Road, Sidewalk, Sanitary Sewer, Storm Sewer, Wat

LAND COMPUTATIONS

SIZE	FACTOR	DESCRIPTION	RATE	VALUE
75	1.00	75 X 125	300	22,500

LAND IMPROVEMENTS	Sf/Lf/Ea	Rate	DeprCost
14.H20/Sewer: Local Costs	1		

TION

2010 FINAL VALUES:

PROPERTY BASE VALUE : 22,500 TOTAL TRUE CASH VALUE: 22,500

NB#2 cc 3/20/14

Wastewater Dept.

Memo

To: **Jim O'Toole, City Manager**

From: Jeff Lampi, W & WWTP Supt.

Date: 3/11/14

Re: Wastewater Digester Bio-Solids Removal and Hauling

Jim:

I have sent out the necessary RFP's and have received proposals from four different contractors. I have listed each contractor and the total cost for removing, hauling, and injecting the Bio-Solids.

I have listed the bid tabulation of the contractors who responded to the RFP.

UP Environmental Service Inc, Bark River MI:	**$36,750.00 ($0.21 per gallon)**
Synagro Central LLC, Baltimore, MD:	$36,925.00 ($0.211 per gallon)
Midwest Compost, Clyde OH:	$69,125.00 ($0.395 per gallon)
Bio Tech Argronomics Inc, Beulah, MI	$111,900.00 ($0.528 per gallon) (includes a $19,500 mobilization fee)

Currently there is only **$25,000.00 budgeted for 2013-2014 year**. Despite the shortfall of money budgeted, this work is necessary to maintain operations of the wastewater plant, and can no longer be delayed. It has been over ten years since the last cleaning, and I feel that the bids are higher than expected due to the uncertainties the contractors may encounter.

With your approval I would like to contract UP Environmental to complete the work required to clean-out, haul and inject the Bio-Solids as stated in the RFP at the cost of **$36,750.00.**

CITY OF ESCANABA
RECORD OF BIDS

DATE BIDS OPENED: 13-Feb-14
DESCRIPTION OF ITEM: WWTP Digester Bio-Solids Removal & Hauling - 2014

NAME OF BIDDER	Cost Per Gallon of Bio-Solids for Removal, Hauling & Injection costs:	Hauling & Injection Cost:	Any Additional cost not mentioned:	Total cost based off 175,000 gallons:	Date of Service:	Certified Check/ Bid Bond
UP Environ. Serv. Inc.	0.21		N/A	36,750.00	Agreed	Bid Bond
Midwest Compost	0.285		0.110	69,125.00	As Req	Bid Bond
Synagro Central	0.2110		N/A	36,925.00	TBD	Bid Bond
BioTech Agronomics	0.528		19,500.00	111,900.00	June 24	Bid Bond

PRESENT:

PROPOSAL- Attachment A

WWTP Digester Bio-Solids Removal & Hauling- 2014

Date: February 13, 2014

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **BIO-SOLIDS REMOVAL & HAULING,** in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

Cost Per Gallon of Bio-Solids for Removal, Hauling & Injection costs: $ 0.21

Any Additional cost not mentioned: $ ------

Please provide a detailed description of any additional costs: _____

Total cost based off 175,000 gallons: $ 36,750.00

DATE OF SERVICE must be done in conjunction of the sealing of digester: Agreed

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF: $ 10% of bid total

(Must be included to qualify)

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of

_____

($_____) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

SUBMITTED BY:

FIRM: U. P. Environmental Services, Inc.

ADDRESS: 1315 US Hwy. 2 & 41; P. O. Box 127

Bark River, MI 49807

BY: _____

PRINTED NAME: Wayne Stenberg TITLE: President

(Business Address Seal- if bid is by a corporation)

PROPOSAL

WWTP Digester Bio-Solids Removal & Hauling- 2014

Date February 13, 2014

Proposal of U. P. Environmental Services, Inc., (hereinafter called Bidder), a corporation, organized and existing under the laws of the State of Michigan, doing business as U. P. Environmental Services, Inc.. To the City Council, City Hall, P.O. Box 948 , City of Escanaba, Michigan, (hereinafter call Owner).

The Bidder, in compliance with the advertisement for bids and specifications for the **WWTP Digester Bio-Solids Removal & Hauling**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price and/or prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

Exact dates of construction shall be coordinated with the City of Escanaba WW Superintendent prior to start of any construction.

The City of Escanaba reserves the right to delete part of or negotiate directly with any and all bidders concerning any matter related to any bid.

The Bidder acknowledges receipt of the following addendum:

Addendum # 1 Dated: 1/30/14

_____ Dated: _____

_____ Dated: _____

U.P. ENVIRONMENTAL SERVICES INC.
P.O. Box 127 - Bark River, MI 49807
906-466-9900 800-624-6086
Fax 906-466-2641
www.upenvironmental.com

REFERENCES

Hannahville Waste Water Treatment Plant---Dan Stein---906-723-2200

Marquette Waste Water Treatment Plant---Curt Goodman---906-225-4055

Tilden Mine---Thomas O'Brein---906-475-3306

Empire Mine---Chris Gendron---906-475-3616

U.P. ENVIRONMENTAL SERVICES INC.
P.O. Box 127 - Bark River, MI 49807
906-466-9900 800-624-6086
Fax 906-466-2641
www.upenvironmental.com

ESTIMATED TIME TO COMPLETE DIGESTER CLEANING

UP Environmental Services plans to complete all work involved in cleaning the digester in one to two weeks from start to finish.

EQUIPMENT

(Two) 6,000 gallon liquid tanker trailer

(Two) Road hauling tractors (Trucks)

6" hydraulic pumps

Terragator injector

TRAINING

All UP Environmental Services employees are OSHA trained in confined spaces and also HAZWOPPER trained, all training is done annually and is up to date.

PROPOSAL- Attachment A

WWTP Digester Bio-Solids Removal & Hauling- 2014

Date: Feb 13,2014

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **BIO-SOLIDS REMOVAL & HAULING**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

Cost Per Gallon of Bio-Solids for Removal, Hauling & Injection costs: $ 0.2110

Any Additional cost not mentioned: $ N/A

Please provide a detailed description of any additional costs: _____

Total cost based off 175,000 gallons: $ 36,925.00

DATE OF SERVICE must be done in conjunction of the sealing of digester: To be determined

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF: $ 3,692.50

(Must be included to qualify)

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of Three thousand six hundred ninety two dollars and fifty cents ($ 3,692.50) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

SUBMITTED BY:

FIRM: Synagro Central, LLC

ADDRESS: 435 Williams Ct, Suite 100
Baltimore, MD 21220

BY: [signature]

PRINTED NAME: Michael Schwartz TITLE: Vice President

(Business Address Seal- if bid is by a corporation)

Synagro Central, LLC
References

Bay County WWTP

Contact: Mr. Ken Miller
Address: 3933 Patterson Road
Bay City, MI 48706
Phone: 989-684-3883

City of Lansing WWTP

Contact: Mr. Paul Stokes
Address: 1625 Sunset Street
Lansing, MI 48917
Phone: 517-483-4405

Clark County

Contact: Mr. Jeff Blair
Address: 3900 Woodbury Road
Medway, OH 45341
Phone: 937-849-0507

Benton Harbor

Contact: Tim Lynch
Address: 269 Anchors Way
St. Joseph, MI 49085
Phone: 269-983-7719

CERTIFICATE OF GRANTEE/BORROWERS ATTORNEY

I, the undersigned Michael Schwartz,

the duly authorized and acting legal representative of Synagro Central, LLC

_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provision thereof.

Feb 12, 2014

Date

Escanaba, MI
Digester Bio-Solids Removal and Sludge Disposal Plan

Objective: Synagro proposes to provide all necessary equipment and services to adequately remove, transport, and dispose of all material contained in one digester at the City of Escanaba, MI WWTP.

Operations Plan:

Work Area:

- Synagro proposes to utilize the area adjacent to the digester to stage trucks for loading. This area would allow adequate room to load trucks while not interfering with the normal activities of the WWTP.

Equipment & Methods:

- Blowers will be used to ventilate the tank and ensure that clean air is present inside the digester. These will be placed on the cover and the duct work will access through a manhole. Entry will not occur until environmental conditions inside the tank do not pose a risk to human health. Air will be constantly monitored before and during entry.
- A Diesel driven Hydraulic pump or electric submersible pump will be used to remove the material from the digester. This unit will be moved around the perimeter of digester. Only the hoses and head of the unit will be utilized on top of the tank. The head and hoses will pass through a manhole on the cover to allow for access to the material, while being supported by bakers scaffold and a chain fall. A boom truck may also be used.
- To insure material from the digester is an appropriate particle size a chopper pump may be used to remove solids from the tank. The sludge may then be fed to a grinder (if needed) prior to the tanker trailer for further reduction in particle size. All material will be removed.
- A booster pump and fire hose will be utilized to assist in mixing the digester contents for transfer from the tank to the trucks. The booster pump increases water pressure at the nozzle for the mix man in the tank allowing for a more consistent feed. Tank will be fire hose cleaned.
- A 45 foot extension ladder, retrieval line, body harness, two way radios and gas detection meters will also be utilized in the operation while making access into the digester for mixing and inspection.
- Trucks will transport the material to land sites identified by the Owner. The material will then be transferred to liquid application equipment to be applied to the Owner designated land site. Synagro plans to utilize two liquid tanker trailers and power units. One liquid land application unit capable of liquid injection will also be used. Grab samples will be taken from each load.
- All land application activities will be completed in accordance to the City of Escanaba's existing Residuals Management Plan (RMP) and Michigan Department of Environmental Quality (MDEQ).

Hours of Operation/Schedule:

- Synagro expects operations to run 10 hours per day five days per week. The normal day will consist of starting the process at 7 A.M and completing daily by 5 P.M. It is expected that total site time will be approximately 10 days. Exact hours of operation and schedule will be established once final measurements of material to be removed have been made.

Personnel:

- Synagro will utilize three or four employees on the project, made up of the following titles. One operator who will run the operations associated with the transportation & land application. Two laborers, one of which will make entry into the tank and mix the material for transfer while the other maintains a confined space observation. The Project Manager (if needed) will fill in as needed but main his responsibilities will consist in managing the operation from day to day and ensuring adherence to the Sludge Disposal Plan.

Mobilization/Demobilization:

Synagro expects to have full mobilization completed in approximately 2 days once equipment begins to arrive to the site. Upon completion, we also expect to remove our equipment from the cleaned digester and area defined in approximately 2 days.

Spill Plan

In the unlikely event of a spill, Synagro will take the following actions immediately.

- **Halt Source of Spill.** Use of any leaking or damaged unit which is causing the spill will cease immediately. The unit will be repaired before resuming its use.

- **Contain Spill.** In the event large quantities of biomass have been spilled, appropriate barriers will be used to contain the spill and prevent motorists from driving through it.

- **Clean-Up.** Depending on the type and amount of biomass spilled, a variety of equipment may be used to remove the biomass: front-end loader, shovels and brooms, vacuum equipment and street sweepers, as necessary. Any biomass removed from the spill site will be spread on an approved application site, or disposed of in an approved landfill.

- **Final Clean-Up.** Flush roadways with water or sweep as necessary to clean. Allow to dry and incorporate if spill occurs on unpaved and tillable area. In the event a spill occurs on private property, final clean-up should be completed immediately to the satisfaction of the owner.

- **Management of Clean-Up Efforts.** The Project Manager/Site Supervisor will take immediate charge and initiate clean-up activities. Synagro labor will be used, with additional labor secured as needed. The Project Manager/Site Supervisor will also communicate with the public on the scene, answering questions and advising of clean-up activities.

- **Reporting.** All spills will be reported immediately to Synagro's service division, corporate offices and the client. State and local agencies will be notified in accordance with their notification requirements. Within 24 hours of the spill, the Project Manager/Site Supervisor will send Synagro's service division, corporate offices and client a written report detailing how the spill occurred and remedial action taken.

- **Spill Prevention.** The Project Manager/Site Supervisor will implement the following spill prevention measures:

  1) Ensure truck drivers watch trailer while loading and do not overload;
  2) Ensure trailer hatches are closed and latched while transporting;
  3) Ensure trailer seals are inspected on a daily basis and replaced as necessary; and
  4) Ensure unloading operations in the field are conducted to minimize any potential runoff or tracking.

Confined Space Entry Plan

All Permit Required Confined Space (PRCS) entries should conform to the following procedure. The procedure outlines minimum requirements for safe entry, continued work in, and exit from PRCSs.

1. The procedure also outlines steps necessary to protect Synagro personnel from exposure to dangerous air contaminants, explosive atmospheres, and/or oxygen deficiency.
2. Pre-planning activities of any PRCS entry shall include proper identification, classification and labeling of the areas where work is to be performed.
3. If any worker is to utilize a respirator during said assignment, he/she will have been adequately certified per our Respiratory Protection Program; to include training, medical clearance & fit-testing.
4. PRCS entry may be initiated by a maintenance work request where the entry is required to perform maintenance activities.
5. A hot work permit should be obtained if the job requires any welding, cutting, grinding, etc. *(NOTE: Hot-Work is not anticipated for this job at present time.)*
6. A formal confined space entry permit form shall be properly completed upon each entry event.
7. **If entering into a PRCS for the first time** - The entry supervisor should ensure that the following requirements are met:
   a. All equipment referenced in the appropriate written procedure has been provided.
   b. Air testing and monitoring is performed.
   c. At least one attendant (or as many as can adequately cover multiple entry operations) has been provided.
   d. Names of the authorized entrants, attendants, and entry supervisors have been designated in writing.
   e. Plans for providing rescue and emergency services have been established.
   f. Entry permit (see attached) has been completed and issued.

g. Subsequent entries into PRCSs may be simplified provided that the entry supervisor determines that the following two conditions are met:

   i. Identified hazards are exclusively atmospheric, AND

   ii. The atmospheric hazards (actual or potential) can be eliminated by continuous forced air ventilation.

h. The simplified PRCS procedure (provided the two previous conditions have been met) involves the following steps (which require verification from the entry supervisor):

   i. Ensure all sources of stored energy are properly locked/blocked & tagged out accordingly.

      1. This digester has been previously locked out by both Skanska and Synagro personnel.

      2. Prior to each subsequent entry event, all valves, gauges, etc., will be verified to still be in their locked out position as added precaution.

   ii. Remove the entry cover safely, e.g., watching for pressure and explosive potential.

   iii. Promptly guard the opening created by removing the cover.

   iv. Test the space for oxygen content LEL, and toxic contaminants to PEL levels.

   v. Record test levels on entry permit form (see attached)

   vi. Provide continuous forced air ventilation ensuring a non-hazardous atmosphere.

   vii. Retest the space periodically for oxygen content, LEL and toxic contaminants.

   viii. When a hazard is detected:

      1. Leave the confined space

      2. Re-evaluate the site.

      3. Correct any deficiencies.

      4. Maintain written documentation of the entry recording:

         a. Date

         b. Location

         c. Signature

8. **Re-Classification of PRCS to non-PRCS** - A space classified as a permit-required confined space may be reclassified as a non-permit confined space under the following procedures:

   a. If the permit space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space, the permit space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated.

   b. If it is necessary to enter the permit space to eliminate hazards, such entry shall be performed under the requirements for a permit required confined space. If testing and inspection during that entry demonstrate that the hazards within the permit space have been eliminated, the permit space may be reclassified as a non-permit confined space for as long as the hazards remain eliminated. **NOTE:** *Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazards.*

c. The entry supervisor shall document the basis for determining that all hazards in a permit space have been eliminated, through a certification that contains the date, the location of the space, and the signature of the person making the determination. The certification shall be made available to each employee entering the space or to that employee's authorized representative.

d. If hazards arise within a permit space that has been declassified to a non-permit space, each employee in the space shall exit the space. The entry supervisor shall then re-evaluate the space and determine whether it must be re-classified as a permit space, in accordance with other applicable provisions of this section.

9. Under no circumstances may a **contractor, consultant, visitor, official or any regulatory person** enter a PRCS on the site until they have been so informed of Synagro's PRCS entry procedures, potential PRCS hazards and any general precautions dealing with PRCS entry.

10. Systems or methods to provide **non-entry rescue** should be in place during all PRCS entries, unless the entry supervisor determines that such systems would increase the risk to entrants.

11. Systems or methods to provide non-entry rescue do not have to be in place for simplified PRCS entries provided all identified hazards are exclusively atmospheric; the atmospheric hazards (actual or potential) can be eliminated by continuous forced air ventilation; when a hazard is detected the entrants leave the space, re-evaluate the site and correct any deficiencies.

12. Each entrant should wear a chest or full body harness, with a lifeline attached to a "D" ring located at center of entrant's back or above entrant's head.

13. All lanyards and other fasteners must be double latch (2 hands).

14. The other end of the lifeline should be attached to an approved mechanical lifting device (such as a winch) to begin immediate rescue. Mechanical devices are required for entry into vertical permit spaces more than five feet deep.

15. A rescue team should be designated and available for all PRCS entries. The rescue team can be either Synagro employees or from an outside service, such as the local fire department. This project will rely upon an outside service using **911**.

    a. Entry supervisor should inform the rescue service of the hazards they may encounter if called.

    b. Entry supervisor should provide the rescue service with access to all PRCSs for planning and practice.

16. **Confined Space Safety Equipment** shall include the following:

    a. Respirators - All respirators have limitations. Use of the wrong respirator can result in serious injury or death. The proper respirator for the project should be selected using the PPE Hazard Assessment and Certification form. All users should be medically qualified, fit-tested, and trained to employ respiratory protective devices.

    b. Hand Protection - Secondary exposure to chemicals can occur through the use of improperly rated materials. Protective gloves should provide chemical resistance from potentially hazardous materials. Only approved gloves will be utilized.

    c. Foot Protection – Safety footwear meeting applicable ANSI standards shall be worn by all Synagro personnel while on this project.

    d. Eye and Face Protection - When entering, working in or exiting a PRCS, all Synagro employees are required to wear eye & face protection. Face- shields will be used during entry procedures for this project.

e. Head Protection – All personnel shall wear hardhats to prevent/minimize injury from falling hazards while working in/around the digester.

f. Fall Protection & Retrieval – Adequate guarding & warning signs shall be affixed at or near all openings. Due to possibility of an emergency rescue, retrieval equipment shall also be available. This shall consist of full body harness, a mechanical lifting device such as a mechanical winch & associated cabling systems. Consideration is given to the size and location of the opening to the confined space, obstacles within the confined space, number of occupants and whether or not the rescues would be vertical or horizontal.

   i. Full body harnesses will meet Class III requirements of OSHA-1926.104 and ANSI-A10.14. Nylon lifelines will be at least one-half inch in diameter and have a minimum breaking strength of 2,650 pounds.

   ii. Entrants must wear a safety harness attached to a retrieval line attached to a retrieval system or fixed point to allow non-entry rescue by the Attendant. Retrieval lines must be a designated retrieval line, rated for a load of 5400 lbs., not standard rope.

g. Ventilation Equipment - Consideration is given to the volume of the space to be ventilated, the output of the ventilating device and the distribution of air within the confined space. All air movers will meet the specifications outlined in ANSI/NFPA 91-1983 and ANSI Z9.2-1979.

   i. This project shall involve ventilation fans which will be positioned atop manhole entry points and will be so-positioned to allow forced downward ventilation along-side the digester walls, between the structure's lid.

   ii. Ventilation shall be performed 24 hours /day continuously for this project.

h. Gas Detection Equipment - Gas detection equipment will be UL-approved for Class I, Division I, Group A, B, C, and D atmospheres. Both stationary equipment as well as portable monitors will be used during this project.

i. Self Contained Breathing Apparatus – SCBAs will be available for all PRCS entrants. *SCBAs provide a short emergency oxygen supply (15-20 minutes) only.*

   i. All oxygen-deficient atmospheres (less than 19.5% O2 by volume) shall be considered IDLH and will require the use of an air-supplying respirator, or SCBA during entry or during rescues. IDLH atmospheres pose significant atmospheric hazards.

   ii. SCBAs shall be used and require the use of an air-supplying respirator or SCBA for entry. O2 levels must be monitored continuously.

17. **Accountabilities & Responsibilities**:

a. Attendant (Man-way Watch)

   i. Monitors activities both inside and outside the permit required confined space to determine if it is safe for the entrants to remain in the confined space.

   ii. Understands the hazards that may be faced during entry operations, including information on the mode, signs or symptoms and consequences of overexposure, and is aware of the possible behavioral effects that exposure may have on entrants.

   iii. Signs name to the back of the Entrance Permit located at the entrance to the confined space and records times in/out of entrants entering and leaving the confined space.

   iv. Ensures all Entrants are aware of the potential hazards of the space.

v. Ensures that Entrants have signed the back of the Work Permit.

vi. Maintains an accurate count of all Entrants.

vii. Maintains effective and continuous contact (visual, voice, radio or other) with Entrants.

viii. Maintains radio communication with the unit control room to summon assistance if needed.

ix. Performs non-entry rescue only, if required.

x. Ensures that all authorized entrants wear a safety harness with a shock absorbing lanyard attached when there is a fall potential of 6 ft. or greater and ensures that the lanyard is attached to a secure location at the work site.

xi. Continuously monitors gas detection equipment & performs continuous atmospheric monitoring; recording the results every 2 hours (minimum).

xii. Ensures Entrants evacuate the confined space under conditions described in this procedure.

xiii. Is responsible for knowing the requirements of the rescue plan and communicating the requirements to all affected personnel.

b. Authorized Entrants

i. Communicates with the attendant as necessary to enable the attendant to monitor their status and alert them if they need to exit the space.

ii. Alerts the attendant whenever an entrant recognizes any warning sign or symptom of exposure to a dangerous situation or detects a prohibited condition.

iii. Evacuates the space as quickly as possible when:

1. An order is given to evacuate by the attendant or the Entry Supervisor The entrant recognizes any warning sign or symptom of exposure to a dangerous situation;
2. The entrant detects a prohibited condition; or
3. An emergency alarm is activated.

c. Project Supervisor

i. Develops and implements procedures to coordinate entry operations when employees of more than one employer are working simultaneously as authorized entrants in a permit space to ensure that employees of one employer do not endanger the employees of any other employer.

d. Entry Supervisor

i. Normally the Attendant is the Entry Supervisor.

1. Ensures the conditions of the confined space required by this procedure (such as ventilation, atmospheric testing, etc.) are met prior to issuing the permit and allowing entry.
2. Signs the Confined-Space Entry Permit after atmospheric testing.
3. Ensures the paper copy of the entry permit is posted on the permit board inside the control room.

18. Continuous & Periodic Monitoring – The Entry Supervisor shall conduct atmospheric testing prior to initial entry and as close as practical to the time the work is to begin and will:

   a. Locate at least one audible alarm-type oxygen and combustible gas analyzer in the confined space for continuous monitoring while the space is occupied.

   b. Perform periodic tests at least every 2 hours.

      i. Oxygen content and flammable gas and vapor test results must be documented on a work permit every 2 hours after entry (If hot-work will be performed). This can be done by the hole-watch or the Qualified Operator. Additional toxic(s) tests must be performed and recorded on the permit if it is suspected that conditions in the confined space have changed. If a change in conditions is suspected, evacuate the confined space until test results confirm that the concentration of toxics is below exposure limits.

      ii. If work such as hot-work prevents keeping the analyzer near the work space, manually perform the periodic monitoring, record the time and results on the permit, and initial the permit.

      iii. No periodic test is valid for more than fourteen (14) hours. In addition, no periodic test is valid for more than two (2) hours past the end of the standard operations shift.

   c. This procedure is not intended to limit the number of gas tests. Any person may request and observe an additional test any time a questionable condition is suspected. The entry supervisor shall:

      i. Halt the entry until the additional test is completed.

      ii. If the additional test indicates that the Permit should not continue, revoke the Permit and remove it from the job site.

      iii. Confined Space Entry (CSE) cannot resume until the unsafe condition has been corrected, the confined space has been tested safe, and the Permit is re-issued.

19. Permit Cancellation -The Entry Supervisor or Attendant terminates entry and cancels the entry permit when:

   a. The operation covered by the entry is completed; or

   b. A condition that is not allowed under the entry permit arises in or near the permit space.

   c. The Entry Supervisor or Attendant suspends the entry and the entry permit when: A unit, fire, spill, or H_2S alarm is sounded.

   d. After the "All Clear" is sounded in order for the permit to be resumed, the confined space atmosphere must be retested and initialed on the permit; and the space must be reevaluated by the Qualified Operator.

      i. recheck the confined space to ensure the conditions are safe for entry;

      ii. record test results on the entry permit, along with the initials of the tester and the time of the test;

20. Attendant/Entrant Communications – Attendant shall provide communications equipment when job conditions do not allow visual or direct voice contact between entrants and attendants. For this project, 2-way radios (with 911 telephone service equipped) shall be utilized and will be available to all personnel at all times during CSE procedures.

21. Attachments:

   a. Definitions (3-pages)

   b. Confined Space Entry Permit (2-pages)

   c. Post-entry Debriefing Meeting Record (1-page)

Confined Space Program / Definitions

- Atmosphere — Gases, vapors, mists, fumes and dusts present within a confined space.
- Attendant means a standby employee who is stationed nearby the confined space operation. The attendant is familiar with confined space procedures, is familiar with recognizing signs of fatigue or overexposure, is in frequent communication with entrants, ensures the security of the work site, is authorized to terminate any operations, and is prepared to summon rescue and emergency services. Each attendant should have received documented training as to his/her tasks prior to performing this duty.
- Authorized Entrant means an employee who has received documented training in confined space procedures, specialized equipment, hazard recognition, and is authorized by the entry supervisor to enter a permit space.
- Blanking or blinding means an absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.
- Confined space means a space that is large enough and so configured that an individual can bodily enter and perform assigned work; has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and is not designed for continuous occupancy. Confined space has one or more of the following characteristics:
    - Contains or has a potential to contain a hazardous atmosphere
    - Contains a material that has the potential for engulfing an entrant
    - Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross- section
    - Contains any other recognized serious safety or health hazard
- Confined Space Permit means a written or printed document that allows persons to enter into a permitted confined space.
- Double block and bleed means the closure of a line, duct, or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.
- Emergency means any occurrence (including any failure of hazard control or monitoring equipment) or event internal or external to the permitted confined space that could endanger entrants.
- Engulfment means the surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.

- Entry means the action by which a person passes through an opening into a PRCS. Entry includes ensuing work activities in that space & is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.
- Entry supervisor means the person responsible for determining if acceptable entry conditions are present at a permitted confined space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section. An entry supervisor may also be acting as an attendant.
- Hazardous atmosphere means an atmosphere that may expose persons to the risk of death, incapacitation, impairment of ability to self-rescue (that is, escape unaided from a permit space), injury, or acute illness.
- Hot Work — Any work involving burning, welding or similar fire producing operations, as well as work that produces a source of ignition such as drilling, abrasive blasting and space heating.
- IDLH (Immediately Dangerous to Life or Health) — Any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.
- Inerting — Displacement of the atmosphere by a non-reactive gases (such a nitrogen or carbon dioxide) so that the resultant atmosphere is noncombustible. (Note: This procedure produces an IDLH oxygen-deficient atmosphere.)
- LEL (Lower Explosive Limit) — Minimum concentration of a combustible gas, vapor or mist in air that will ignite if an ignition source is present.
- Line breaking means the intentional opening of a pipe, line, or duct that is or has been carrying flammable, corrosive, or toxic material, an inert gas, or any fluid at a volume, pressure, or temperature capable of causing injury.
- Non-permit confined space means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.
- Oxygen Deficiency — An atmosphere containing <19.5% oxygen by volume. Normal air contains approximately 21% oxygen. For the purpose of this procedure, any atmosphere containing <19.5% oxygen by volume shall be considered oxygen deficient and IDLH.
- Oxygen Rich – An atmosphere containing >23.5% oxygen by volume. Any atmosphere containing >23.5% oxygen by volume shall be considered oxygen rich and IDLH.
- PEL – (Permissible Exposure Limit) — The maximum time-weighted average concentration of a substance to which an employee can be exposed eight hours a day, five days a week for a working lifetime, without harmful effects. PEL's are established by OSHA.
- PRCS (Permit-Required Confined Space) Program means the employer's overall program for controlling, and, where appropriate, for protecting employees from, permit space hazards and for regulating employee entry into permit spaces. Permit-required confined spaces include but are not limited to frac tanks, digesters, process or reaction vessels, boilers, pits, tanker trailers, ventilation and exhaust ducts, dryer drums, sewers, pipelines, tunnels, underground vaults and trenches.
- Permit system means a written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

- Prohibited condition means any condition in a permit space that is not allowed by the permit during the period when entry is authorized.
- Purging — Method by which gases, vapors or other airborne contaminants are displaced from a confined space.
- Oxygen deficient atmosphere means an atmosphere containing <19.5% oxygen by volume.
- Oxygen enriched atmosphere means an atmosphere containing > 23.5% oxygen by volume.
- Rescue service means the personnel designated to rescue employees from permit spaces
- Retrieval system means the equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.
- Testing means the process by which the hazards that may confront entrants of a permit space are identified and evaluated. Testing includes specifying the tests that are to be performed in the permit space.

CONFINED SPACE ENTRY PERMIT

1. Identify Space And Work To Be Done

Space to Be Entered

Location/Building

Hazardous Materials to be Taken Into or Hazardous Work to Be Done in Space

Purpose of Entry

Authorization Duration of Permit	Date:	From	To

2. Identify Permit Space Hazards
(Indicate Specific Hazards Which May be Present)

- ☐ Unsafe to Remove Cover, Excess Pressure
- ☐ Excess Heat
- ☐ Oxygen Deficiency (Less than 19.5%)
- ☐ Oxygen Enrichment (Greater than 23.5%)
- ☐ Flammable Gases/Vapors (Greater than 10% of LEL)
- ☐ Airborne Combustible Dust (Greater than 10% of LEL)
- ☐ Toxic Gases or Vapors (Greater than PEL)
- ☐ Mechanical Hazards
- ☐ Electrical Shock
- ☐ Materials Harmful to Skin
- ☐ Engulfment, Falling Slag
- ☐ "Hot Work" Will Be Performed
- ☐ Other _____

3. Make Safe Before Entry
(Check After Steps Have Been Taken)

- ☐ Notify Affected Department of Service Interruption

Isolation Methods

- ☐ Blank/Blind
- ☐ Inert
- ☐ Lockout/Tagout
- ☐ Other: Continuous Ventilation _____

Personnel Awareness

- ☐ Pre-entry Briefing on Specific Hazards, Control Methods and Emergency Action Plan
- ☐ Notify Contractors of Permit and Hazard Conditions
- ☐ Test/Verify Hazard Energy Control (Lockout)
- ☐ Appropriate MSDSs Provided
- ☐ "Hot Work"
- ☐ Additional Permits Required and/or Attached
- ☐ Other

4. TEST SPACE BEFORE INITIAL ENTRY & REGULARLY THEREAFTER (And Before Open Flame Work)

Material	Normal Air	Acceptable Entry Conditions	Initial Test: AM/PM	2nd: Test	3rd: Test
Oxygen-min/max	20.9	> 19.5% < 23.5%			
flammability	0	< 10% LEL/LFL			
Hydrogen Sulfide	0	< 10 ppm			
Carbon monoxide	0	< 50 ppm			
Chlorine	0	< 0.5 ppm			
Sulfur dioxide	0	< 2 ppm			
Other (Specify)					
Tester Initials					

Always investigate before entry if conditions do not match normal air.

***See attached for additional air monitoring results.**

5. Authorization By Entry Supervisor To Enter Reclassified Non-permit-Required Space

For the identified confined space and purpose for entry (see Section 1), the hazards associated with this space have been identified (see Section 2). The steps required to make the space safe before entry have been completed (see Section 3) along with verifying a safe atmosphere exists inside this space (see Sections 4 & 5). Performing these actions prior to entering the vessel and upon receipt of acceptable test results, I certify that all required precautions have been taken and necessary equipment is provided for safe entry and work in this confined space, and that the space is not attendant-required.

Printed Name & Signature:	Date:

6. List/Signature Of Authorized Entrants (List by Name or Attach Roster – required each day permit is open)

1) Name :	Date :	IN :	OUT :	— IN :	OUT :
2) Name :	Date :	IN :	OUT :	— IN :	OUT :

3) Name :	Date :	IN :	OUT :	--- IN :	OUT :
4) Name :	Date :	IN :	OUT :	--- IN :	OUT :

9. Communication procedures to be used by authorized entrants and attendants to maintain contact during the entry

❒	voice	❒	signaling tugs on a rope
❒	voice powered radio	❒	tapping or rapping codes on tank walls
❒	electronic alarm	❒	Other _____

Note: The attendant(s) should make observations that work activities such as chipping, grinding, welding, spraying, etc., continue normally. If activities stop, attendant must verify that the entrant is safe.

10. Ensure Emergency Rescue Available

Control Room Notified Prior to Entry (Plants)	
Rescue Phone Number	
Method of Contact	

11. Authorization by Entry Supervisor to Enter Attendant-Required Space

I certify that all required precautions have been taken and necessary equipment is provided for safe entry and work in this confined space, and that the space is not attendant-required.

Printed Name & Signature:	Date:

12. Obtain Equipment Required for Entry and Work

❒	Hard Hat	❒	Boots
❒	Respirator	❒	Gloves
❒	Safety Glasses &/or Goggles	❒	Hearing Protection
❒	Face shield	❒	Fall Protection - Lanyard/Harness
❒	Other (Specify below)	❒	Rescue Equipment

Specify as Required:

Personal Protective Equipment	
Continuous or Period Atmospheric Testing/Monitoring	
Respiratory Protection Equipment	
Rescue Equipment	
Other	

13. End Entry (For All Spaces)

I have checked the space to make sure no one is in it, and all measures required to return it back to normal service have been performed. I authorize the return of this space to normal service.

Problems that Occurred	
Suggestions	
Entry Supervisor Printed Name & Signature:	Date:

THIS PERMIT MUST BE POSTED AT SPACE ENTRANCE • PERMIT GOOD ONLY FOR THE DURATION OF THE JOB
NO LIMIT ON HAZARD-CONTROLLED OR FORCED-VENTILATION SPACE UNLESS HAZARDS CHANGE
CHECK BEFORE ENTRY

PERMIT-REQUIRED CONFINED SPACE

Post-entry Debriefing Meeting Record

DATE: _____

ENTRY SUPERVISOR: _____

AUTHORIZED ENTRANT(S):

1. _____ 3. _____

2. _____ 4. _____

AUTHORIZED ATTENDANT: _____

SPACE ENTERED: _____

_____

NATURE AND SCOPE OF WORK: _____

_____

DESCRIBE HOW JOB WAS PERFORMED: _____

_____

_____

_____

DESCRIBE HAZARDS ENCOUNTERED IF ANY: _____

_____

_____

_____

_____

Signatures of those present at debriefing session:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

PROPOSAL- Attachment A

WWTP Digester Bio-Solids Removal & Hauling- 2014

Date: February 11, 2014

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **BIO-SOLIDS REMOVAL & HAULING**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

Cost Per Gallon of Bio-Solids for Removal, Hauling & Injection costs: $ 0.285

Any Additional cost not mentioned: $ 0.110

Please provide a detailed description of any additional costs: MOBILIZATION & SET UP, BOND & INSURANCE, FINAL CLEANUP

Total cost based off 175,000 gallons: $ $69,125.00

DATE OF SERVICE must be done in conjunction of the sealing of digester: AS REQUIRED BY WWTP

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF: $_____

(Must be included to qualify)

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of

_____

($_____) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

SUBMITTED BY:

FIRM: Midwest Compost Inc ph 419 547-7979

ADDRESS: 6090 St Rt 101 Fax 419 547 6953
Clyde Ohio 43410

BY: Eugene Windon

PRINTED NAME: Eugene Windon TITLE: Pres

(Business Address Seal- if bid is by a corporation)

MIDWEST COMPOST INC.

Serving Agriculture

Preserving the Environment

6090 State Rt. 101 Clyde, Ohio 43410

419-547-7979 • Fax 419-547-6953 • Email: midwestcompost@gmail.com

February 11, 2014

WWTP Digester Bio Solids Removal and Hauling 2014
Escanaba, Michigan

Proposal Requirements

a. **Service Capability**

Midwest Compost, Inc. will complete the above described project as follows. Upon opening the digester covers the tank will be vented, venting will continue through out the project. A submersible pump will be lowered into the digester. The material which is more easily pumped will be removed. This will continue until the solids are two great to pump with out the use of water. At this time dilution water will be used to brake up the solids ad move them to the pump. The tank will be continuously monitored for oxygen and gas levels. Once it is feasible and safe, confined space certified personnel will enter the tank. Safety equipment will be attached to each person entering including gas and oxygen meters, safety harness, fall arrest and retrieval cables that are attached to a tripod designed for man way use. SCBA tanks and mask will be located near by.

The material will be pumped to a tank trailer for transport to the land application site. We believe 2 to 3 tankers will be sufficient. Should the material prove too contaminated with debris for direct loading, a grinder will be put inline.

At the disposal (land application site) the material will be vacuumed from the tanker to a waiting spreader. We used Ag-Chem 2505 Sludge Applicators with a mounted injection plow. Material will be applied at rates which comply with MDEQ and Escanaba Residual Management Plan.

Once all the material is removed with submersible type pumps a vacuum truck will be used to remove the remaining residuals. This material along with other debris found while cleaning will be landfilled. The entire interior of the tank and interior structures will be pressure washed to complete the digester cleaning. Any areas disturbed by our activities will be restored.

b. System Cost

Pumping and Cleaning Digester	$0.125
Transportation	$0.065
Application	$0.095
Mobilization and Set-Up	$0.060
Clean-Up Debris Disposal, Site Restoration	$0.025
Bond, Insurance, and Misc. Fees	$0.025
	$0.395

c. Miscellaneous

None

REFERENCES:

1. Mr. Robert Gall-Supt.
   City of Lorain, Ohio
   440-288-0281

2. Mr. Jeffery Lamson-Supt.
   City of Fremont, Ohio
   419-334-3875

3. Mr. Buck Shoeber
   City of Elomre, Ohio
   419-260-0567

Should Midwest Compost be the successful bidder it will acquire the necessary licenses and permits for the State of Michigan. All personnel entering the digester will obtain Michigan Certification for confined space entry

PROPOSAL- Attachment A

WWTP Digester Bio-Solids Removal & Hauling- 2014

Date: 2/11/2014

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **BIO-SOLIDS REMOVAL & HAULING**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

Cost Per Gallon of Bio-Solids for Removal,
Hauling & Injection costs: $ $0.528
Any Additional cost not mentioned: $ $19,500.00 Lump Sum

Please provide a detailed description of any additional costs: Mobilization and Demobilization of all required equipment

Total cost based off 175,000 gallons: $ 111,900.00 Includes Mobe & D-Mobe

DATE OF SERVICE must be done in conjunction of the sealing of digester: June 24, 2014

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF: $ Bond attached

(Must be included to qualify)

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required The bid security attached in the sum of 10% of bid price as required

($ 11,900.00) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby

SUBMITTED BY:

FIRM: BioTech Agronomics, Incorporated

ADDRESS: 1651 Beulah Hwy
Beulah, Michigan 49617

BY: [signature]

PRINTED NAME: Philip A. Hoyt TITLE: General Manager / Corporate Secretary

(Business Address Seal- if bid is by a corporation)

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. - local time - on **Thursday February 13, 2014**.

WWTP Digester Bio-Solids Removal & Hauling– WWTP- 2014

The proposals will be publicly opened and read in the City Clerk's office at said time and date.

Specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, Michigan 49829. No proposal will be considered unless the proposal form and/or specifications (furnished by the City of Escanaba, Michigan) are properly completed and enclosed in a sealed envelope marked:

WWTP Digester Bio-Solids Removal & Hauling– WWTP- 2014

A non-mandatory meeting will be held on January 29th, 2014, at the City of Escanaba Wastewater Treatment Plant., 1900 Willow Creek Road at 10 AM.

In addition, the City of Escanaba, Michigan, will not consider any proposal which has not been received prior to the published time, date and year of proposal opening. FAX transmittals will not be accepted.

The City of Escanaba, Michigan, reserves the right to reject any or all proposals, or any part thereof, at its discretion and to waive any irregularities. The City of Escanaba, Michigan, may also split proposals at its discretion. The City further reserves the right to negotiate directly with any and all vendors concerning any matter related to any proposal.

All City of Escanaba, Michigan, proposals are prepared so as to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan, assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of proposals.

Any questions concerning this request for proposals should be directed to the Water and Wastewater Superintendent, Jeff Lampi, (906) 786-1301

City of Escanaba – WWTP Digester Bio-Solids Removal & Hauling – 2014

Technical Proposal – 2/13/2014

BioTech Agronomics, Inc. will mobilize a transfer pump, 8,000 gallon capacity MDOT approved tankers with power units, pressure - vacuum subsurface land application equipment and all other ancillary equipment required to successfully clean the Digester #1 for the City of Escanaba WWTP.

The Bio-Solids will be pumped into transport tankers and transported to the MDEQ approved land application site owned by the City of Escanaba. The Bio-Solids will be sub surfaced injected to the specific approved sites at the direction of the City. All Bio-Solids testing, soil testing, and monthly and annual reports will be the responsibility of the City of Escanaba. All work shall be performed in accordance with the City's existing Residuals Management Plan (RMP) and the Michigan Department of Environmental Quality (MDEQ).

BioTech Agronomics, Inc. shall provide all required equipment and personal to safely perform the digester Bio-Solids removal. Confined space entry is required for this project. All work shall be performed in a safe manner and comply with all MI-OSHA rules and regulations.

References –

City of Dexter WWTP

Mr. Dan Schlaff

(734) 426-4572

City of Midland WWTP

Mr. Ed Klopf

(989)-837-3503

St Clair County WWTP

Mr. Nick Cucchiara

(810) 794-7875

NB#3 cc 3/20/14

Wastewater Dept.

Memo

To: **Jim O'Toole, City Manager**
From: Jeff Lampi, W & WWTP Supt.
Date: 3/11/14
Re: Wastewater Digester High-pressure Cleaning & Sealing

Jim:

I have sent out the necessary RFP's and have received proposals from three different contractors.

The work covered in this RFP is subjective to many unknowns and some of this work may or may not be done depending upon the condition of the concrete structure inside the digester. A visual inspection will be required to have a complete understanding of the scope of work required. It has been many years since the last inspection and we are currently losing more methane gas each year. Due to the increased loses of methane; we have been forced to supplement the methane used in the boiler with natural gas to maintain the required operating temperature of the digester. This has increased the cost of operations, and is a sign of much needed maintenance.

In the RFP; I have also asked for costs associated with restoring any structural damage, such as eroding concrete and deep cracks. These repairs will be required to insure a solid base for the sealant to adhere too. My hopes are that we have very minimal repairs to make, if any. But we will need to be prepared for the worse and hope for the best.

As you can see prices can differ considerable depending on the products being used. Because of the difference in costs, I feel Coal Tar Epoxy is the best choice of sealants. Coal tar is not only the better fiscal option, but has stood the test of time in many different applications within the industry for many years. I see no reason to try new products at this time.

I have listed the bid tabulation of the contractors who responded to the RFP.

	Terrazzo Creations & Renewal LLC, Iron Mountain MI		Bosk Corporation, Escanaba MI		Advanced Rehabilitation Tech, Byran OH	
	Coal Tar Epoxy	WR Meadows CEM-KOTE Flex Cr	Coal Tar Epoxy	Not Provided	Coal Tar Epoxy	Company's sealant
Cost for sealing the interior:	**40,000.00**	60,000.00	72,465.00	No bid	No bid	88,000.00
Cost for sealing the upper portion:	**30,000.00**	38,000.00	54,250.00	No bid	No bid	60,000.00
Costs for all shallow restoration sq/ft:	**$35 < 500 sq/ft** **$25 > 500 sq/ft**	$35 < 500 sq/ft $25 > 500 sq/ft	30.00	No bid	No bid	43.00
Costs for all deep restoration sq/ft:	**$40 < 500 sq/ft** **$32 > 500 sq/ft**	$40 < 500 sq/ft $32 > 500 sq/ft	N/A	No bid	No bid	48.00
Any additional cost	**0.00**	0.00	0.00	0.00	0.00	0.00
	$5,000 credit if any restoration is done					

Currently there is only **$10,000.00 budgeted for the 2013-2014 year**. Despite the short fall of money budgeted, this work must be done in conjunction with the cleaning and hauling of the Bio-Solids within the digester, otherwise the costs of cleaning will be incurred again in order to apply any sealant that may be required.

With your approval I would like to contract Terrazzo Creations & Renewal LLC, of Iron Mountain MI to **complete any restoration work we feel is required after an inspection, (at the rates quoted), and up to $40,000.00 for the sealing process using Coal Tar Epoxy**. Please bear in mind that only work that is required will be completed, so the actual costs should be much less.

CITY OF ESCANABA
RECORD OF BIDS

DATE BIDS OPENED: 13-Feb-14
DESCRIPTION OF ITEM: WWTP Digester High-pressure Cleaning & Sealing - 2014

NAME OF BIDDER	Coal Tar Epoxy Total Cost	Alternate Product Total Cost	Date of Service	Certified Check/ Bid Bond
Terrazzo Creations Renewal	30,000.00	38,000.00	Avl. on Req.	$3,000 Check
Bock Corp.	72,465.00	N/A	30 days	7,246.50 check
ART Advan. Rehab. Tech.	N/A	148,000.00	Acknowledged	Bid Bond

PRESENT:

PROPOSAL- Attachment B

WWTP Digester High-pressure Cleaning & Sealing- WWTP- 2014

Date: 2/11/14

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **Digester High-Pressure Cleaning & Sealing**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

	Coal Tar Epoxy	Alternate Product W.R. Meadows CEM-KOTE FLEX CR
Total cost for complete Cleaning and Sealing of entire interior of Digester with Coal Tar Epoxy:	$ 40,000.00	$ 60,000.00
Total cost for complete Cleaning and sealing only the upper portion of the Digester with Coal Tar Epoxy:	$ 30,000.00	$ 38,000.00
Shallow structure restoration costs by sq/ft, which is less than two (2") inches deep.	$ N/A	$ 35.00/sqft up to 500 sqft $ 28.00/sqft over 500 sqft
Deep structure restoration costs by sq/ft, which is greater than two (2") inches deep.	$ N/A	$ 40.00/sqft up to 250 sqft $ 32.00/sqft over 250 sqft
Additional cost not mentioned:	$ 0.00	$ 0.00

Please provide a detailed description of any additional costs: $5,000.00 price deduction will be included with either "Coal Tar Epoxy" or "Alternate Product" coating/sealing amount if any amount of structure restoration is completed on this project

Total cost:	$ 30,000.00	$ 38,000.00

DATE OF SERVICE must be done in conjunction of the Removal of Bio-solids: available upon request

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF $ 3,000.00

(Must be included to qualify)

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of Three-Thousand Dollars & 00/100 ($ 3,000.00) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

SUBMITTED BY

FIRM: Terrazzo Creations & Renewal, LLC.

ADDRESS: PO Box 703
Iron Mountain, MI 49801

BY: [signature]

PRINTED NAME: Michael Begres TITLE: Owner

(Business Address Seal- if bid is by a corporation)

No Seal

unforeseen circumstances may require a departure from this directive, any deviations require written approval or direction from the WW Superintendent

PROPOSAL

WWTP Digester High-pressure Cleaning & Sealing- WWTP- 2014

Date 2/11/2014

Proposal of Terrazzo Creations & Renewal, LLC., (hereinafter called Bidder), a corporation, organized and existing under the laws of the State of Michigan, doing business as Terrazzo Creations & Renewal, LLC. To the City Council, City Hall, P.O. Box 948 , City of Escanaba, Michigan, (hereinafter call Owner).

The Bidder, in compliance with the advertisement for bids and specifications for the **WWTP Digester High-pressure Cleaning & Sealing- WWTP- 2014**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price and/or prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

Exact dates of construction shall be coordinated with the City of Escanaba WW Superintendent prior to start of any construction.

The City of Escanaba reserves the right to delete part of or negotiate directly with any and all bidders concerning any matter related to any bid.

The Bidder acknowledges receipt of the following addendum:

Addendum #1 Dated: 1/30/2014

_____ Dated: _____

_____ Dated: _____

BID BOND

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned, Michael Begres as principal and a certified check, as Surety, are hereby held and firmly bound unto the City of Escanaba, Delta County, Michigan, as Owner in the penal sum of $3000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 11th day of Feb., 2014.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for...

WWTP Digester High-Pressure Cleaning & Sealing

NOW, THEREFORE,
(a) If said Bid shall be rejected, or in the alternate.
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreements created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them are corporations who have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL: No seal

_____(L.S.) Principal_____

Surety_____

TERRAZZO CREATIONS & RENEWAL
P.O. Box 703
IRON MOUNTAIN, MI 49801
920-246-2097 * FAX 877-591-8074

Scope of Work & Timeline
01-021404-1

PLEASE INDICATE THIS NUMBER WHEN ORDERING

City of Escanaba - WWTP
P.O. Box 948
Escanaba, MI 49829-0948
Attn: Jeff Lampi

DATE	PAGE
February 4, 2014	1 of 3
YOUR INQUIRY DATED: January 29, 2014	
AVAILABILITY:	
TERMS: Net 30	FOB:
CUSTOMER REPRESENTATIVE: Aaryn Swanson 269.615.3343 aaryn@tcrcontractors.com	

Terrazzo Creations & Renewal, LLC. is pleased to offer the following:

Item	Quantity	Description	Unit Price	Amount
1	1	<u>Cleaning & Sealing of ENTIRE Digester Interior - COAL TAR EPOXY</u> *- this portion of project to take approximately (5) consecutive work days with the addition of cure time listed below:* Scope of Work: 1. Mobilize and complete full digester inspection along with Jeff Lampi and any engineers ascribed by the City of Escanaba 2. Setup necessary scaffolding/equipment and complete sandblasting to entire digester interior; remove/dispose of all debris created from sandblasting procedures 3. Install (2) 10 mil coats of Sherwin-Williams TarGuard Low VOC Coal Tar Epoxy coating system as per manufacturer's specifications *- manufacturer recommends (7-10) days of cure prior to immersion*		$40,000.00
2	1	<u>Cleaning & Sealing of PARTIAL Digester Interior - COAL TAR EPOXY</u> *- this portion of project to take approximately (4) consecutive work days with the addition of cure time listed below:* Scope of Work: 1. Mobilize and complete full digester inspection along with Jeff Lampi and any engineers ascribed by the City of Escanaba 2. Setup necessary scaffolding/equipment and complete sandblasting to digester interior approximately 1' below water level and above; remove/dispose of all debris created from sandblasting procedures 3. Install (2) 10 mil coats of Sherwin-Williams TarGuard Low VOC Coal Tar Epoxy coating system as per manufacturer's specifications *- manufacturer recommends (7-10) days of cure prior to immersion*		$30,000.00
3	1	<u>Cleaning & Sealing of ENTIRE Digester Interior - Cem-Kote FLEX CR</u> *- this portion of project to take approximately (6) consecutive work days, with the addition of cure time listed below:* Scope of Work: 1. Mobilize and complete full digester inspection along with Jeff Lampi and any engineers ascribed by the City of Escanaba		$60,000.00

CONDITIONS: Prices and delivery are based on costs and conditions existing on the date of quotation and are subject to change. Typographical and stenographic errors subject to correction. Purchaser assumes liability for patent and copyrights infringements when goods are made to Purchaser's specifications. Conditions are specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

Quote Valid Until: **March 6, 2014** Signed:

P.O. # Date Accepted: Approved By:

TERRAZZO CREATIONS & RENEWAL
P.O. Box 703
IRON MOUNTAIN, MI 49801
920-246-2097 * FAX 877-591-8074

Scope of Work & Timeline
01-021404-1

PLEASE INDICATE THIS NUMBER WHEN ORDERING

City of Escanaba - WWTP
P.O. Box 948
Escanaba, MI 49829-0948
Attn: Jeff Lampi

DATE: February 4, 2014	PAGE: 2 of 3
YOUR INQUIRY DATED: January 29, 2014	
AVAILABILITY:	
TERMS: Net 30	FOB:
CUSTOMER REPRESENTATIVE: Aaryn Swanson 269.615.3343 aaryn@tcrcontractors.com	

Terrazzo Creations & Renewal, LLC. is pleased to offer the following:

Item	Quantity	Description	Unit Price	Amount
3	1	**Cleaning & Sealing of ENTIRE Digester Interior - Cem-Kote FLEX CR (cont.)** Scope of Work (continued): 2. Setup necessary scaffolding/equipment and complete sandblasting to entire digester interior; remove/dispose of all debris created from sandblasting procedures 3. Install (2) 60 mil coats of W.R. Meadows CEM-KOTE FLEX CR flexible, hydrogen-sulfide-resistant, cementitious waterproofing system as per manufacturer's recommendations *- manufacturer recommends (3) days of cure prior to immersion*		$60,000.00
4	1	**Cleaning & Sealing of PARTIAL Digester Interior - Cem-Kote FLEX CR** *- this portion of project to take approximately (4) consecutive work days, with the addition of cure time listed below:* Scope of work: 1. Mobilize and complete full digester inspection along with Jeff Lampi and any engineers ascribed by the City of Escanaba 2. Setup necessary scaffolding/equipment and complete sandblasting to digester interior approximately 1' below water level and above; remove/dispose of all debris created from sandblasting procedures 3. Install (2) 60 mil coats of W.R. Meadows CEM-KOTE FLEX CR flexible, hydrogen-sulfide-resistant, cementitious waterproofing system as per manufacturer's recommendations *- manufacturer recommends (3) days of cure prior to immersion*		$38,000.00
5	1	**Shallow-Depth Structure Restoration** Scope of Work: 1. Mobilize and complete full digester inspection along with Jeff Lampi and any engineers ascribed by the City of Escanaba 2. Setup necessary scaffolding/equipment and remove loose and deteriorated concrete from existing substrate; prepare cracks for appropriate repairs	$35/sqft up to 500 sqft $28/sqft over 500 sqft	

CONDITIONS: Prices and delivery are based on costs and conditions existing on the date of quotation and are subject to change. Typographical and stenographic errors subject to correction. Purchaser assumes liability for patent and copyrights infringements when goods are made to Purchaser's specifications. Conditions are specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

Quote Valid Until: **March 6, 2014** Signed:

P.O. # Date Accepted: Approved By:

TERRAZZO CREATIONS & RENEWAL
P.O. Box 703
IRON MOUNTAIN, MI 49801
920-246-2097 * FAX 877-591-8074

Scope of Work & Timeline
01-021404-1

PLEASE INDICATE THIS NUMBER WHEN ORDERING

City of Escanaba - WWTP
P.O. Box 948
Escanaba, MI 49829-0948
Attn: Jeff Lampi

DATE: February 4, 2014	PAGE: 3 of 3
YOUR INQUIRY DATED: January 29, 2014	
AVAILABILITY:	
TERMS: Net 30	FOB:
CUSTOMER REPRESENTATIVE: Aaryn Swanson 269.615.3343 aaryn@tcrcontractors.com	

Terrazzo Creations & Renewal, LLC. is pleased to offer the following:

Item	Quantity	Description	Unit Price	Amount
5	1	**Shallow-Depth Structure Restoration (cont.)** Scope of Work (continued): 3. Complete sandblasting to specified areas of digester interior; remove/dispose of all debris created from demo/sandblasting procedures 4. Install BASF MasterEmaco T430 rapid strength repair mortar as per manufacturer's specifications up to 2" deep *- product is ready to accept coating systems upon (6) hours of cure*	$35/sqft up to 500 sqft $28/sqft over 500 sqft	
6	1	**Deep-Depth Structure Restoration** Scope of Work: 1. Mobilize and complete full digester inspection along with Jeff Lampi and any engineers ascribed by the City of Escanaba 2. Setup necessary scaffolding/equipment and remove loose and deteriorated concrete from existing substrate; prepare cracks for appropriate repairs 3. Complete sandblasting to specified areas of digester interior; remove/dispose of all debris created from demo/sandblasting procedures 4. Treat any exposed rebar and form areas to be structurally restored 5. Install BASF MasterEmaco T430 rapid strength repair mortar as per manufacturer's specifications to repair over 2" deep *- product is ready to accept coating systems upon (6) hours of cure*	$40/sqft up to 250 sqft $32/sqft over 250 sqft	

CONDITIONS: Prices and delivery are based on costs and conditions existing on the date of quotation and are subject to change. Typographical and stenographic errors subject to correction. Purchaser assumes liability for patent and copyrights infringements when goods are made to Purchaser's specifications. Conditions are specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

Quote Valid Until: **March 6, 2014** Signed:

P.O. # Date Accepted: Approved By:

TERRAZZO CREATIONS & RENEWAL

Customer References

City of Norway, MI – Dept. of Power & Light
1000 Saginaw Street
P.O. Box 99
Norway, MI 49870
Phone: (906) 563-9641, Ext. 501
Fax: (906) 563-7502
Attn: Joe Pickart, Utilities Superintendent
dpl@norwaymi.com

City of Gladstone, MI – Water/Wastewater Dept.
413 Minneapolis Avenue
Gladstone, MI
Phone: (906) 428-1757
Fax: (906) 428-3122
Attn: Eric Buckman, Superintendent

Marquette Board of Light & Power
2200 Wright Street
Marquette, MI 49855
Phone: (906) 228-0351
Fax: (906) 228-0359
Attn: Josh Hendrickson, Manager of Operations & Maintenance
JHendrickson@mblp.org

TCR
TERRAZZO CREATIONS & RENEWAL

Customer References

Lake Superior & Ishpeming Railroad Company
P.O. Box 2000
Ispheming, MI 49849
Phone: (906) 475-5166
Attn: Kendall P.Vanlandschoot

Village of Denmark, WI – Water Utility
406 Mahlik Lane
Denmark, WI 54208
Phone: (920) 362-7982
Alt. Phone: (920) 863-8401
Attn: Erika Sissel
erikasisel@rocketmail.com

Hannahville, MI – Water/Wastewater Department
N14911 Hannahville B-1 Road
Wilson, MI 49896
Phone: (906) 723-2200
Fax: (906) 723-2205
Attn: Dan Stein, Supervisor
dstein20@hotmail.com

PROPOSAL- Attachment B

WWTP Digester High-pressure Cleaning & Sealing- WWTP- 2014

Date: 02-13-14

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **Digester High-Pressure Cleaning & Sealing**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

	Coal Tar Epoxy	Alternate Product
Total cost for complete Cleaning and Sealing of entire interior of Digester with Coal Tar Epoxy:	$ 72,465.00	$ N/A
Total cost for complete Cleaning and sealing only the upper portion of the Digester with Coal Tar Epoxy:	$ 54,250.00	$ N/A
Shallow structure restoration costs by sq/ft, which is less than two (2") inches deep.	$ 30.00/sq ft	$ N/A
Deep structure restoration costs by sq/ft, which is greater than two (2") inches deep.	$ Not included	$ N/A
Additional cost not mentioned:	$ None.	$ N/A

Please provide a detailed description of any additional costs: Bosk Corporation does not do structural repairs and no subcontractors were interested in an unknown quantity.

Total cost: $_____ $_____

DATE OF SERVICE must be done in conjunction of the Removal of Bio-solids: 30 days

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF $ 7,246.50

(Must be included to qualify)

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of Seven Thousand two hundred forty Six dollars & 50/100 ($7,246.50) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

SUBMITTED BY

FIRM: Bosk Corporation

ADDRESS: PO Box 461
Escanaba, MI 49829

BY: [signature]

PRINTED NAME: A Robert Bosk TITLE: Pres.

(Business Address Seal- if bid is by a corporation)

PROPOSAL- Attachment B

WWTP Digester High-pressure Cleaning & Sealing- WWTP- 2014

Date: 02/10/14

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **Digester High-Pressure Cleaning & Sealing**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

	Coal Tar Epoxy	Alternate Product
Total cost for complete Cleaning and Sealing of entire interior of Digester with Coal Tar Epoxy:	$ —	$ 88,000.00
Total cost for complete Cleaning and sealing only the upper portion of the Digester with Coal Tar Epoxy:	$ —	$ 60,000.00
Shallow structure restoration costs by sq/ft, which is less than two (2") inches deep.	$ —	$ 43 / ft²
Deep structure restoration costs by sq/ft, which is greater than two (2") inches deep.	$ —	$ 48 / ft²
Additional cost not mentioned:	$ —	$ —

Please provide a detailed description of any additional costs: _____

Total cost:	$ —	$ 148,000.00

DATE OF SERVICE must be done in conjunction of the Removal of Bio-solids: Acknowledged

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF $ 14,800.00

(Must be included to qualify)

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice, and deliver a surety bond and/or bonds as required. The bid security attached in the sum of One hundred fourty, eight thousand Dollars ($ 148,000.00) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

SUBMITTED BY

FIRM: Advanced Rehabilitation Technology

ADDRESS: 01116 County Road 17
Bryan, Ohio 43506

BY: [signature]

PRINTED NAME: Dustin Schlachter TITLE: Member

(Business Address Seal- if bid is by a corporation)

CERTIFICATE OF GRANTEE/BORROWERS ATTORNEY

I, the undersigned **Dustin Schlachter**, the duly authorized and acting legal representative of **Advanced Rehabilitation Technology** _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provision thereof.

02/10/2014

Date

unforeseen circumstances may require a departure from this directive, any deviations require written approval or direction from the WW Superintendent

PROPOSAL

WWTP Digester High-pressure Cleaning & Sealing- WWTP- 2014

Date **02/10/2014**

Proposal of **Advanced Rehabilitation Technology**, (hereinafter called Bidder), a corporation, organized and existing under the laws of the State of **Ohio**, doing business as **Advanced Rehabilitation Technology**. To the City Council, City Hall, P.O. Box 948 , City of Escanaba, Michigan, (hereinafter call Owner).

The Bidder, in compliance with the advertisement for bids and specifications for the **WWTP Digester High-pressure Cleaning & Sealing- WWTP- 2014**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price and/or prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

Exact dates of construction shall be coordinated with the City of Escanaba WW Superintendent prior to start of any construction.

The City of Escanaba reserves the right to delete part of or negotiate directly with any and all bidders concerning any matter related to any bid.

The Bidder acknowledges receipt of the following addendum:

Addendum #1 Dated: 1/30/14

_____ Dated: _____

_____ Dated: _____

References in Michigan:

Derek Klenke – OHM Advisors for the City of Livonia 734-466-4586

Derek.klenke@ohm-advisors.com

Frank Renaldi -- City of Kalamazoo, WWT – 269-337-8129

- Renaldif@kalmazoocity.org

Bryan Crawford – City of Battle Creek, WWT 269-966-3513

- bpcrawford@ci.battle-creek.mi.us

Brad Lowery – Jones and Henry Engineering -- Engineers for the City of Battle Creek

- 419-473-9611 blowery@jheng.com

Mark Bolin – City of Watervliet , DPW 269-463-4041

- mbolin@watervliet.org

Mark Abbott – City of St Louis, DPW 989-681-3644

- mabbott@stlouismi.com

Bob Studt – City of Ithaca 989-875-3200

- bstudt@ithacami.com

Tom Van Der Kolk – Holland Township DPW 616-396-1891

- tomv@hct.holland.mi.us

Bob Demyanovich – Livingston County Drain Commission 517-546-0040

- bdemyanovich@co.livingston.mi.us

NB #4
CC 3/24/14

Escanaba Public Safety

Director Kenneth A. Vanderlinden

1900 Third Avenue North, Escanaba, MI 49829
Telephone: (906) 786-6810 Fax (906) 786-6030

Memorandum

TO: James V. O'Toole, City Manager

FROM: Director K.A. Vanderlinden

DATE: March 13th, 2014

SUBJECT: Public Safety Roof Project

City Engineer Bill Farrell and I collaborated to create a Request For Proposal (RFP) to replace the "roof" at our public safety building. The RFP was produced and released on December 20th, 2013. There was a mandatory walk-thru meeting held at public safety on January 16th, 2014; four vendors attended, along with Bill, Rick Shervin and me.

January 30th was the deadline for the bids and the submitted sealed bids were opened at city hall by City Clerk Bob Richards. Lt Marc Zawacki served as a witness to the bid opening. A City of Escanaba Record of Bids was produced at this time, summarizing the bids that were received. Two of the bids were immediately removed from the process due to their costs. The other two vendors that remained have worked with us in trying to reduce the bottom line costs closer to the budgeted $70,000.00.

After several discussions and assorted emails, I have reviewed these last two vendor's submissions. Consequently, I recommend that we award The Markell Company the project to replace the "roof" at public safety. The proposed cost is $77,970.00.

CITY OF ESCANABA
RECORD OF BIDS

DATE BIDS OPENED: 30-Jan-14
DESCRIPTION OF ITEM: Pubic Safety Roof Replacement - 2014

NAME OF BIDDER	Remove & Replace existing roof and all appurtenances	Remove & Roof over 6 existing sky lights	Total Project Cost	Bond/ Certifed Check
Independent Roofing			$86,871.00	Yes
Bell Roofing Co	$130,950.00	$1,000.00	Alternate price $131,950.00	Yes
The Markell Company	$75,889.00		options 1,2,3	Yes
Lake State Roofing Inc.			options 1,2,3 $103,875.00 options	Yes

PRESENT: Robert S. Richards

[signature]

ORG. Proposal

THE MARKELL COMPANY

PROFESSIONAL ROOFING AND SIDING
CUSTOM METAL FABRICATIONS
BRICK AND BLOCK RESTORATION
—SINCE 1940—
VOTED PEOPLES CHOICE "BEST" ROOFING CONTRACTOR—2004 & 2008

DATE: 01/29/14

TO: KEN VANDERLIN
DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
ESCANABA, MI

RE: PUBLIC SAFETY ROOF REPLACEMENT 2014

BASE BID PRICE FOR THE SUM OF: $75,889.00
PRICE INCLUDES:

1. WIND SWEEP ALL EXISTING GRAVEL, REMOVING ALL DEBRIS.
2. REMOVE ALL EXISTING ROOF MEMBRANE.
3. INSPECT EXISTING ROOF DECK INSULATION, REPLACE AS NEEDED AS PER ATTACHED SQUARE FOOT PRICE. 200 SQUARE FEET OF REPLACEMENT IS INCLUDED IN THIS PROPOSAL.
4. INSTALL NEW 60ML BALLASTED EPDM MEMBRANE ROOF SYSTEM.
5. INSTALL NEW EPDM BASE FLASHINGS ON ALL PENETRATIONS, CURBS AND WALLS.
6. INSTALL NEW INFILL INSULATION ON SKYLIGHTS WHICH ARE TO BE REMOVED. (INTERIOR WORK BY OWNER).
7. RE-USE OF EXISTING METAL FASCIA.
8. ALL DUMP FEES, AND SALES TAX.
9. 20 YEAR MEMBRANE WARRANTY BY MANUFACTURER.

ADDITIONAL INSULATION DEEMED TO BE DAMAGED/DETERIORATED TO BE REPLACED AT A RATE OF : $2.99 PER SQUARE FOOT

OPTION #1: REPLACE EXISTING BALLAST WITH NEW, ADD TO ABOVE BASE PRICE: $12,500.00

OPTION #2: REPLACE EXISTING METAL FASCIA WITH NEW, ADD TO ABOVE BASE PRICE: $5,960.00

OPTION #3: INSTALL NEW RETROFIT ROOF DRAINS FOR THE SUM OF: $400.00 PER ROOF DRAIN

OWNER TO PROVIDE TRUCK FOR BALLAST AS DISCUSSED
IF BID BOND IS DEEMED TO BE NOT NEEDED, DEDUCT $2000.00 FROM BASE PRICE

DAVIS-BACON WAGE RATES APPLIED TO THIS PROJECT.

ANTICIPATED START DATE OF MAY 01, 2014

This proposal subject to the following conditions: The price is for immediate acceptance and subject to change without notice. We are not responsible for weather conditions or transportation delays beyond our control. Deteriorated wood decking, blocking, and replacement of any other wood substructures and fascias are not included in this proposal unless stipulated. Every job covered by Workman's Compensation, Property Damage and Personal Liability Insurance. Cost of same included in Quotation. We will not be responsible by other employees other than our own.

Submitted by:
Jim Markell
The Markell Co.

YES, I ACCEPT THIS PROPOSAL_____

Sign and Return or Fax to 906-774-5522

Amended Proposal.

THE MARKELL COMPANY

PROFESSIONAL ROOFING AND SIDING
CUSTOM METAL FABRICATIONS
BRICK AND BLOCK RESTORATION
—SINCE 1940—
VOTED PEOPLES CHOICE "BEST" ROOFING CONTRACTOR—2004 & 2008

DATE: 03/14/14
TO: KEN VANDERLINDEN RE: PUBLIC WORKS RE-ROOF

ADDENDUM TO BID DATED 01/29/14

Per phone conversation the following to be included in base bid:

1. Deduct the amount of $29.00 per roof drain if all (11) roof drains are to be retrofitted with a new 1 piece aluminum drain assembly. Total deduct off base price: $319.00
2. Original base bid had a price for replacement of $2.99 per square foot for all damaged roof deck insulation. We will pro-rate this amount if damaged insulation is only for the top layer of the assembly. Example: The current system may have a 2" layer of flat insulation, and a tapered layer of insulation. If only the flat is deemed to be damaged, price per square foot would be $1.50 per square foot to replace this area.

Thank you for the opportunity to work with you on this project. Please call with any additional questions.

Jim Markell
906 774 0240
Cell 906 396 0244

This proposal subject to the following conditions: The price is for immediate acceptance and subject to change without notice. We are not responsible for weather conditions or transportation delays beyond our control. Deteriorated wood decking, blocking, and replacement of any other wood substructures and fascias are not included in this proposal unless stipulated. Every job covered by Workmen's Compensation, Property Damage and Personal Liability Insurance. Cost of same included in Quotation. We will not be responsible by other employees other than our own.

Submitted by:
Jim Markell
The Markell Co. Jim Markell

YES, I ACCEPT THIS PROPOSAL_____
Sign and Return or Fax to 906-774-5522

NB #5
CC 3/20/14

CITY OF Escanaba Clerk's Office

March 5, 2014

MEMORANDUM

TO: City Council, Electric Advisory Committee
Jim O'Toole, City Manager

FROM: Robert S. Richards, CMC
City Clerk

SUBJECT: March 12th Council/EAC Joint Meeting – Special Election

The following represents the status for the May 6, 2014, City Special Election regarding the Power Plant referendum as of this date:

- Ballots were proofed and sent for approval to the State of Michigan. Ballots will be available by March 22nd per State and Federal MOVE ACT requirements;
- Election workers are being sought and will be approved by the City Election Commission;
- The following represents approximate charges for the election:

Registration and Election Notices (2)	$	352.00
Absent Voter Envelopes (1,000 ea.)		390.00
Ballots – 40% turnout (based on previous election)		1,500.00
Election workers (13 hours)		1,800.00
Precinct Kits (5)		200.00
Memory Card Programing (by County Clerk)		750.00
	$	**4,992.00 Approximate Total**

COUNTY OF DELTA

NANCY J. KOLICH
COUNTY CLERK AND REGISTER OF DEEDS
310 LUDINGTON ST.
ESCANABA, MICHIGAN 49829

HOPE I. RUDDEN
CHIEF DEPUTY CLERK

SUSANNE DUBORD
DEPUTY CLERK

PHONE: (906) 789-5105
FAX: (906) 789-5196

WEBSITE:
www.deltacountymi.org
clerk@deltacountymi.org

FAX COVER SHEET

TO: Bob Richards - City of Escanaba

FAX #: 789-7349

FROM: Nancy Kolich

DATE: 3-5-14

RE: May Ballot

Number of pages including cover sheet 2

If you do not receive the number of pages indicated please call (906) 789-5105.

FAX NUMBER: (906) 789-5196

Ballot order

Prec 1	1100
2	1300
3	1200
4	600

Sample ballots - 10 per precinct
test ballots - 20 per precinct
Total # ballots 4320

OFFICIAL BALLOT
Special Election
Tuesday, May 6, 2014
Delta County, Michigan
City of Escanaba, Precinct 1

PROPOSAL SECTION

CITY

CITY OF ESCANABA POWER PLANT PROPOSAL

In addition to the authority granted to the City Council to sell the Power Plant for continued plant operations, shall the City Council be authorized to dispose of the Power Plant equipment and assets including up to the 40 acres of real property where said assets are located?

YES ◯
NO ◯

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OFFICIAL BALLOT
Special Election
Tuesday, May 6, 2014
Delta County, Michigan
City of Escanaba, Precinct 2

PROPOSAL SECTION

CITY

CITY OF ESCANABA POWER PLANT PROPOSAL

In addition to the authority granted to the City Council to sell the Power Plant for continued plant operations, shall the City Council be authorized to dispose of the Power Plant equipment and assets including up to the 40 acres of real property where said assets are located?

YES ◯
NO ◯

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OFFICIAL BALLOT
Special Election
Tuesday, May 6, 2014
Delta County, Michigan
City of Escanaba, Precinct 3

PROPOSAL SECTION

CITY

CITY OF ESCANABA POWER PLANT PROPOSAL

In addition to the authority granted to the City Council to sell the Power Plant for continued plant operations, shall the City Council be authorized to dispose of the Power Plant equipment and assets including up to the 40 acres of real property where said assets are located?

YES ◯
NO ◯

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OFFICIAL BALLOT
Special Election
Tuesday, May 6, 2014
Delta County, Michigan
City of Escanaba, Precinct 4

PROPOSAL SECTION

CITY

CITY OF ESCANABA POWER PLANT PROPOSAL

In addition to the authority granted to the City Council to sell the Power Plant for continued plant operations, shall the City Council be authorized to dispose of the Power Plant equipment and assets including up to the 40 acres of real property where said assets are located?

YES ◯
NO ◯

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