



**City of New Buffalo
224 W. Buffalo Street
New Buffalo MI 49117
SPECIAL COUNCIL MEETING AGENDA
March 22nd 2021, 6:30 PM**

1. Call to Order
2. Roll Call
3. Approval of agenda
4. New Business
 - a. City Manager Interview, Darwin Watson (6:30)
 - b. City Manager Interview, Jeffrey Sheridan (7:00)
 - c. City Manager Interview, Martin Shanahan (7:30)
 - d. Rural Development Block Grant application and resolution 21.12
 - e. Marina fire rebuild bid awards
 - f. Letter to Corps of Engineers
5. Correspondance
6. Public Comment
7. Council
Comments
8. Adjournment

DARWIN WATSON



PROFILE SUMMARY:

Results oriented municipal administrator with strategic planning and operational expertise; proven leadership qualities in the areas of human resources, budgeting, communications, project management, capital improvement planning, intergovernmental relations, community and economic development; profound knowledge of government policies coupled with an outstanding knowledge of the functionality of municipal, state and federal government; good working experience and knowledge of Microsoft Office (Word, Excel, PowerPoint, Outlook) and the Google Business platform.

WORK EXPERIENCE:

SPECIAL PROJECTS - CONSULTANT

10/2019 – 5/2020

Prairie Real Estate Group, Benton Harbor, Michigan

- Set employee goals and objectives; review, evaluate and monitor staff performance; ensure effective retention efforts; and ensure appropriate staffing levels
- Conduct frequent safety inspections and quality assessments of all sites
- Ensure effective and respectful response by Maintenance Staff to tenant concerns and be available to commercial and residential tenants
- Attend internal and community meetings to ensure the company's effective partnering with other community stakeholders and the community at large
- Oversee the submission of timesheets, check requests, and other records as required
- Provide guidance to in emergency situations as needed
- Participate in emergency response coverage as needed
- Participate in the creation and implementation of departmental strategies, operational procedures, policy development and budget development
- Examine operations for methods to increase efficiencies
- Advise owner of facilitated internal and external communication throughout all levels of the organization

PUBLIC WORKS & UTILITY SERVICES DIRECTOR/CHIEF OF STAFF

7/2019 – 8/2019

City of Benton Harbor, Michigan

- Oversee, manage, and lead programmatic initiatives and the daily operations of the city and collaborate with office leadership to ensure strategic alignment with the mission, goals, and objectives of the City of Benton Harbor
- Lead, manage, and oversee personnel, training, budget, contract administration policies and procedures, as well as, information technology, facilities, equipment, and logistics to foster successful achievement of the city's mission
- Overseeing strategic resource planning, and budget decisions
- Manage and coordinate tasking responses, work activities, assignments, and projects internal to the city, ensuring the effective completion of initiatives and requirements
- Oversee and manage organizational action processing, standard operating procedures and processes, file maintenance and record-keeping, and morale, welfare, and recreation activities
- Manage and execute internal business management processes for the organization; ensure management and staff are kept abreast of emerging developments.

CITY MANAGER**2/2014 – 7/2019**

City of Benton Harbor, Michigan

- Secured in excess of \$25M in federal and state grant funding for infrastructure, mapping, and equipment upgrades for the city
- Instrumental in the city being the first municipality in southwest Michigan to institute Axon body cameras for Public Safety for the safety of the community and public safety officers
- Established the city's Rolling Capital Improvement budget and 5-Year Operational Plan (which was used by the State of Michigan as template for other cities in the state)
- Planned, organized and evaluated the work of all City departments to ensure that operations and services comply with the direction set by the City Commission, focusing on staff development, efficiencies and innovativeness
- Facilitated internal and external communication throughout all levels of the organization and conducted strategic meetings with department heads
- Worked collaboratively with state, federal and corporate entities to bring about a \$500M mixed-use development (Harbor Shores) and 5 new factories, in addition to facilitating a thriving Arts District within a community of approximately 10,000
- Negotiated collective bargaining agreements with the city's bargaining units (P.O.L.C, F.O.P, and A.F.S.C.M.E) while maintaining employee relations and simultaneously holding the line on employee costs
- Reorganized city services to better reflect expenditures related to declining revenues, while emphasizing citizens and customers (i.e. full integration of a Public Safety Department)
- Successfully developed and implemented 5 fiscal year city budgets resulting in an overall increase in the city's fund balance in excess of \$5 Million coupled with 5 consecutive clean audits of the city's finances
- Consulted with the city's elected officials on the actions needed to be taken to improve the overall quality of Life in the community; organized town hall meetings to inform and evaluate ideas from the citizens and stakeholders
- Managed a \$12M water filtration plant renovation project to address process deficiencies identified by the State of Michigan Department of Environmental Quality
- Represented the City on various board including the Benton Harbor/St. Joseph Wastewater Treatment Board, Medic 1 Ambulance Service Board and Twin Cities Area Transportation Study

PUBLIC WORKS & UTILITY SERVICES DIRECTOR/ASSISTANT CITY MANAGER**3/2008-2/2014**

City of Benton Harbor, Michigan

- Directed the City's Public Works and Utility Services operations which involved managing all phases of city public works including water distribution system, sanitary and storm sewer systems; city-wide vehicle fleet maintenance; public municipal facilities, including parks, beaches and municipal buildings; and road maintenance
- Researched and executed improvements to the operation of the departments, formulation of policies, and coordination of activities
- Prepared the department budgets, controlled expenditures and approved all requisitions; advised the Emergency Manager and City Manager of all Public Works/Utility Services activities and challenges
- Monitored the budgeting, maintenance, operation, planning, and construction activities designed to provide quality water, wastewater removal and storm drainage services to the city
- Planned and prioritized the Public Works and Utility Service department's maintenance and construction programs including evaluating the operational challenges and preparing tenders and contracts for various activities
- Implemented ongoing OSHA compliance program, and division safety programs
- Ensured that the City was in continued compliance with applicable laws and regulations, such as, but not limited to Equal Employment Opportunity Council (EEOC) and American with Disability Act (ADA)

- Administered union contracts, including addressing grievances and recommending discipline, and enforced departmental standard operating procedures including City policies and safety rules & regulations
- Prepared detailed management reports and conducted departmental analyses for various purposes, including intradepartmental, City Commission, outside regulatory agencies, contractors, and the general public
- Assisted the City Manager with City wide effort to begin planning and strategy for developing long and short term financial and administrative goals

COMMUNITY AND VOLUNTEER ACTIVITIES:

- Southwest Michigan's Strategic Leadership Council, 2017 Leadership Accelerator Graduate
- Trustee, Benton Harbor Area Schools (10/2019-12/2020)
- Member of Kappa Alpha Psi Fraternity Incorporated

EDUCATION:

Bachelor's Degree in Communications with a Minor in Business Administration

Grand Valley State University – Allendale, Michigan

1987 – 1993

PROFESSIONAL AFFILIATIONS:

- *International City/County Management Association (ICMA)*
- *Past Member, American Management Association (AMA)*
- *Past Member, National Forum for Black Public Administrators (NFBPA)*
- *Past Member, American Water Works Association (AWWA)*
- *Past Member, American Public Works Association (APWA)*
- *Past Member, Michigan Rural Water Association*

Received 2/17/21

February 12, 2021

Amy Fidler, CNB Clerk,
224 W Buffalo St.
New Buffalo MI 49117

Dear Ms. Fidler,

Please accept this correspondence as my formal letter of interest in the position of City Manager for the City of New Buffalo, Michigan.

I have more than 27 years of experience in local government in Iowa and Indiana including one of the most popular lake communities in Indiana, the Town of Culver on Lake Maxinkuckee. I have also served as City Manager in Webster City, Iowa and as Town Manager in Cumberland and the Town of Lowell. I am a member of the International City Managers Association (ICMA) and also past President of the Indiana Municipal Managers Association (IMMA).

In Webster City, I was responsible for the completion of the first phase of the 2nd Street \$4 million total road reconstruction project, getting the much needed and behind schedule new waste water treatment plant project back on schedule, completed comprehensive reviews of the city water and waste water utilities including a long overdue utility rate study and began the same for the municipal electric utility.

In Lowell, I was the first Town Manager in more than 25 years. Lowell is one of the fastest growing municipalities' in Lake County. As such, I reorganized the building department into a Department of Planning and Development headed by an experienced, professional Planner. None of the Town infrastructure had been properly maintained for far too long. For example, the water treatment system used 750,000 gallons a day but only had 200,000 gallons of storage in two aging, poorly sited water towers. They now have a new I million gallon tower. The street infrastructure had an \$11 million dollar deficit and I obtained approximately \$3 million dollars in road improvements grants, \$1.5 million in Trail grants for the first multi modal trail in town and a \$1 million sidewalk grant.

In Cumberland, I was responsible for making sure all town services including utilities were properly provided and at the same time serve as the project manager of our US 40 Road reconstruction and Streetscape project, an \$ 18 million three year construction project cooperative effort with INDOT, the construction of our first two phases of the town wide trail system; the 21st Street Trail and the Cumberland Pennsy Trail as well as several other projects. I obtained over \$8 million dollars in Transportation Enhancement (TE) funds and Stimulus/ARRA funding for Trails and infrastructure improvements as well as negotiated over \$700,000 of donated easements and right of way which covered the TE required 20% local match. I was also was responsible for the successful acquisition of a nearby private sanitary and water utility that more than doubled the size of the sanitary sewer utility service area, increased the customer base by 50% and added a water utility to the community which was previously 100% dependent on Indianapolis Water for all of our residents.

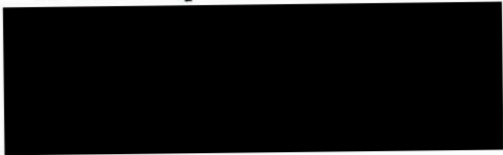
I look forward to meeting with you to discuss this position in greater detail. Should you require any additional information or have any questions please feel free to contact me at [REDACTED]

Sincerely,



D. Jeffrey Sheridan

D. Jeffrey Sheridan



Profile of Employment Experience

City Manager

2019 - 2021

City of Webster City, Iowa - As City Manager I was responsible for all areas of municipal governance under the Council Manager form of local government. Some highlights included; Completion of the first phase of the 2nd Street \$4 million total road reconstruction, getting the much needed and behind schedule new waste water treatment plant project back on schedule, completed comprehensive reviews of the city water and waste water utilities including a long overdue utility rate study and began the same for the municipal electric utility. Completed a new street garage project and multiple park improvements.

Town Manager

2016 - 2019

Town of Lowell, Indiana - The position is the primary Administrative Executive for the municipality and is responsible for the daily operations of the town. In my three years we received the maximum award in the INDOT Community Crossings grant program and another three million in sidewalk and trail grants. Responsibilities include management of all Economic and Community Development projects, Utilities, Public Works, Fiscal Planning, Project Management, Problem Solving, Human Resources Management, Public Relations, Parks and Recreation, Media Liaison and Historic Preservation. The position requires daily interaction with citizens, elected officials, appointed officials and consultants. Past President of the Indiana Municipal Management Association (IMMA). Member, International City/County Management Association (ICMA). Certified Municipal Official (CMO) in the Accelerate Indiana Municipalities (AIM) Municipal Management Institute (MMI). Member American Planning Association (APA). Member of the Public Service Advisory Board of the Ball State University Bowen Center for Public Affairs. Former member of the Board of Directors of the Indiana Association of Cities and Towns (IACT) and of the Indiana Municipal Management Association (IMMA).

Executive Director

2013-2016

Chief Executive officer for the Tipton County Economic Development Organization (TCEDO). The private, not for profit organization provides all economic and community development services for the City of Tipton and Tipton County by a contractual relationship. Responsible for all activities associated with the startup and operation a new private, not for profit entity from the ground up.

Profile of Employment Experience (continued)

Town Manager

2004-2012

Town of Cumberland, Indiana - The position is the primary Administrative Executive for the municipality and is responsible for the daily operations of the town. The Town Manager is responsible for all aspects of the governmental operation of the Town including Community and Economic Development, Policy Development, Problem Solving, Utilities, Planning, Human Resources, Development, Fiscal Planning, Public Works and Parks.

Town Manager

2002-2004

Town of Culver, Indiana A new position created in response to the growing needs of one of the most desirable lake communities in Indiana. The Town Manager is responsible for all aspects of the governmental operation of the Town.

Teacher

2001-2002

Second Grade, Bright Elementary, Sunman-Dearborn School Corporation.

Community Manager

1999-2000

Hidden Valley Lake, Indiana - Responsible for all day-to-day management of community. Oversee \$1.6 million budget and 14 full time employees.

Director of Employee Relations

1998-2000

Franks Industries responsible for the management of human resource issues. Responsibilities included; training, recruitment, employee discipline, payroll, union contract compliance, grievances, benefit administration, workman's comp and safety in a rapidly growing 165 plus, union production facility.

Director of Municipal Development

1993-1997

City of Lawrenceburg, Indiana - A new position created in response to the enormous increase in issues and development caused by the passage of the legislation that legalized riverboat gaming. Responsibilities included Economic Community and Development including Industrial Recruitment and Retention Policy Development, Problem Solving, Public Relations, Planning and the creation and coordination of the City' s involvement with the riverboat gaming operator selection including the City' s presentation to the Indiana Gaming Commission and the negotiation of the most lucrative development agreement in the state.

D. Jeffrey Sheridan

Profile of Educational Experience

Bachelor of Science in Political Science Manchester College - North Manchester, Indiana	1985
Indiana Economic Development Academy Ball State University - Muncie, Indiana	1990
Economic Development Institute Oklahoma University - International Economic Development Council (IEDC)	1991
Dearborn County Leadership Forum Dearborn County Chamber of Commerce	1993
Grant Administrators Certification Indiana Department of Commerce (IDOC), now the Office of Community and Rural Affairs (OCRA), re-certification biannually.	1994
Leadership Marshall County Marshall County Community Foundation	2003
Municipal Management Institute, Level One Indiana Association of Cities and Towns	2004
Municipal Management Institute, Level Two Indiana Association of Cities and Towns	2005
Municipal Management Institute, Level Three Indiana Association of Cities and Towns Completed course and received Certified Municipal Official designation (CMO)	2007
Leadership Hancock County Hancock County Leadership Academy	2009
Indiana Economic Development Academy Update Ball State University - Muncie, Indiana	2013
Economic Development Institute Oklahoma University - International Economic Development Council (IEDC)	2014
Economic Development Institute Completion/Graduation Oklahoma University - International Economic Development Council (IEDC)	2016

MARTIN J. SHANAHAN, JR.



February 12, 2021

Amy Fidler
New Buffalo City Clerk

MS. FIDLER,

I am submitting my resume and references to you for consideration of the New Buffalo City Manager position. My wife and I both enjoy our summer visits to New Buffalo and I would relish the opportunity to be the next City Manager. My municipal government background spans almost two decades. I have wide-reaching and unique experiences which include almost fifteen years in Illinois as an attorney in the private sector representing smaller municipalities (populations ranging from 2,000 to 20,000) and other clients with municipal issues. Additionally, I have more than five years of experience in the public sector with the City of Joliet (population of 150,000). I am eager to use my skills and talents to guide New Buffalo with the appropriate combination of governance and organizational leadership and the business of day-to-day operations in an environment with an emphasis on collaboration, accountability, innovation and transparency.

In January 2015, I left private practice and I was hired by the City of Joliet as its Corporation Counsel. The Joliet City Council first entrusted me to serve as Interim City Manager from May 2017 until a new full-time City Manager was hired in November 2017. The newly hired City Manager lasted only 11 months and I again served as Interim City Manager, from October 2018 to June 2019. The Deputy City Manager of Joliet did not accept the offer to serve as Interim City Manager during both of my terms.

While serving my two terms as Interim City Manager, I oversaw nine departments and effectively handled complex departmental budgetary issues. I also established myself as a Manager with a proven track record of developing revenue and reducing expenditures. For example, in 2017, a State of Illinois budgetary legislation impacted Joliet with a revenue decrease of approximately \$2.6 million. Since this was a mid-budget surprise, I issued several mandates, including the elimination of costly non-essential overtime. I managed two budget cycles, the most recent in 2018/FY 2019 when I recommended, and the City Council passed, a \$280 million balanced budget despite state funding shortfalls.

I had regular communication with the City's six collective bargaining units. I also improved staff relations through weekly strategic meetings with nine Directors/ Department Heads to discuss major cross-department City issues. Providing Directors/ Department Heads an avenue to offer input strengthened my team approach to management. I improved employee relations by understanding what it means to be a City employee through direct contact outside the confines of City Hall. I spent time with the employees, many times

outside of the regular workday hours, which allowed me to see first-hand their needs, concerns and challenges. These seemingly minor activities provide me with an insight and a way to connect with and earn the respect of many of the City's employees. City employees, as well as the City Council, looked forward to my weekly "Friday Report" which summarized the past week's events and highlighted department successes.

I understand the need to become involved and connected to the community. In the spring of 2019, I danced at the Guardian Angel (a nonprofit organization serving children and families) "local" Dancing with the Stars fundraiser in the presence of 600 guests. I am a frequent volunteer at many different events, including the Chamber of Commerce New Orleans North community festival, the Illinois High School Association baseball state tournament hosted at the Joliet-owned Stadium and the recently opened Joliet Prison and its "break-in" festivals. Most times, my wife Gabriella and three children (Nina, Andrew and Theodore) accompany me to community events. We also prioritize the patronage of local establishments.

Even though I am known throughout Joliet as someone with a high degree of personal and professional integrity, my tenure with the City of Joliet abruptly ended on May 19, 2020. I filed a wrongful termination case and in January 2021, I was awarded what I would consider to be a very successful an out-of-court settlement. The matter is no longer pending.

As someone with just under two decades of municipal experience (almost two years of experience as Joliet's Interim City Manager, three-plus years as Joliet's Corporation Counsel and almost fifteen years of progressive municipal experience at a private law firm), I am ready to take on the responsibilities as the next New Buffalo City Manager. You will not find a candidate with more drive and determination and passion for local government. My experiences obtained at Joliet, combined with employment in the private sector while working with municipal governments, have provided me with a unique skill set that will serve New Buffalo to be the next City Manager. Because of my background, in addition to the usual and customary ways issues and problems are tackled, you will also get a different perspective. After experiencing both large and small cities, I prefer close-knit communities like New Buffalo where I can establish myself with my family.

I am confident when handling the tough issues that benefit the organization and its taxpayers. I work well with public servants and private businesses. I am well-respected, hard-working and I have the utmost regard for leadership positions. I would enjoy bringing my experience, community involvement, abilities and skills to New Buffalo. Please call me at [REDACTED] to discuss my candidacy.

Sincerely,



Martin J. Shanahan, Jr. J.D.

MARTIN J. SHANAHAN, JR.



EDUCATION

John Marshall Law School, Chicago, IL
Juris Doctor, May 1998

College of St. Francis, Joliet, IL
BA, Political Science, May 1994

EXPERIENCE

CORPORATION COUNSEL, Joliet IL

JANUARY 2015-MAY 2017; NOVEMBER 2017-OCTOBER 2018; JUNE 2019-MAY 2020

- **Logical**
 - Spearhead in-house administrative adjudication process (complex issue that traversed multiple City departments; City Ordinance violations previously prosecuted at County Courthouse; City now prosecutes City Ordinance violations at City Hall and all fees and costs remain with the City). After two-plus years of implementation, estimates of the net gain for the City will be upwards of \$1 million per year;
 - Create and implement a City of Joliet local bidder Ordinance (preference in awarding contracts to City of Joliet businesses); and
 - Research and draft First and Second Mayoral Declarations of Local State of Emergency; initiate public comment procedure conforming with the statutory Open-Meetings Act requirements and shelter-at-home Order during the COVID-19 pandemic.
- **Innovative**
 - Draft and present a guide approved by the Governor's Office to safely and responsibly re-open Joliet restaurants for outdoor dining during the COVID-19 pandemic;
 - Implement and execute truck permit process (over \$1 million in permit fees since 2016 inception); and
 - Draft multi-faceted Ordinance for dangerous/vicious dogs (one of the strictest in Illinois) and establish associated hearings.
- **Problem-solver**
 - Dissolve two units of local government (sanitary districts overdue bills in excess of \$500,000; City now direct-bills the customers);
 - Calculate and pay decade-overdue amounts to Fire Protection Districts (kept the City out of a lawsuit by reaching an agreement with the various Fire Protection Districts and paid six-figure amounts rightfully owed); and
 - Complete rewrite of Rules of the Board of Police and Fire Commissioners, incorporating over two dozen separate amendments adopted over the course of two-plus decades.

INTERIM CITY MANAGER, Joliet IL

MAY 2017-NOVEMBER 2017; OCTOBER 2018-JUNE 2019

- **Fiscally Responsible**
 - Oversee passage of 2019 City Manager recommended \$280 million annual budget with an unassigned fund balance of approximately \$50 million;
 - Accountable for budgetary requests of nine departments with direct reports to the City Manager; and
 - Recent innovations result in savings of millions of taxpayer dollars, including elimination of pension spiking and vacation-banking for City Hall employees.

- **Chief Negotiator**
 - Waste hauling contract (as compared to the previous contract pricing, taxpayers will save upwards of \$50 million over the 10-year contract);
 - Stadium lease (five-year lease to manage and operate City-owned 6,000-seat Stadium generating \$75,000 in rent and draws over 100,000 spectators per year to Joliet);
 - Involved in the incentive negotiation package offered to a developer of a successful conversion of a downtown Joliet building into condominiums and apartments; and
 - Intergovernmental Agreements with Will County, Illinois Department of Transportation, various municipalities and governmental entities relating to boundary agreements, cost-sharing, water-interconnect, land swaps and utility projects.

- **City Ambassador**
 - Oversee over \$300 million of private investments into the City of Joliet;
 - Business advancement (e.g., Cadence Premier Logistics 100+ new employees, MyGrain Brewing, first City micro-brew since 1950's with 20+ new employees and Cullinan/Rock Run, a proposed major mixed-use project with an estimated 8,000 construction jobs while being built and 5,000 permanent jobs);
 - State Legislators communications (re-establish missing dialogue and meet with State-elected officials which aided in securing \$848 million in 2019-2020 Illinois capital bill for planned improvements to Interstate 80 through Joliet); and
 - Provide representation, input and guidance to the Joliet Region Chamber of Commerce Board of Directors and Government Affairs sub-committee and the Will County Center for Economic Development Executive Board, I-80 Coalition and Communications Sub-Committee and Kendall County Mayors and Managers.

ATTORNEY, Spesia & Ayers (now known as Spesia & Taylor), Joliet IL
JANUARY 2001-DECEMBER 2014

- **Progressive Responsibility**
 - Municipal representation for local communities (80-90% of private practice devoted to municipal law representing Rockdale, New Lenox, Manhattan and Minooka); and
 - Prepare for and attend over 300 Board and commission meetings.

- **Address Municipal Concerns**
 - Assist with issues of explosive residential growth, including creative solutions for infrastructure needs and impacts on local schools and parks;
 - Plan and organize a successful TIF district from inception to Council passage;
 - Comprehensive decade-long analysis and lead unified campaign to increase amount of court cost funds returned to villages;
 - Continual review and update of Code of Ordinances, including incorporation of International Codes with special provisions and a complete rewrite of Rockdale Code of Ordinances; and
 - Building and Zoning Code enforcement violation prosecution.

- **Administrative Hearing Officer**
 - Joliet, Manhattan, Rockdale and Minooka.

SKILLS

- | | | |
|---------------------------|--------------------------|--------------------------|
| • Adaptable | • Sense of humor | • Family oriented |
| • Focused | • Undaunted by challenge | • Even-handed |
| • Government transparency | • Open minded | • Effective communicator |



Manager's Report

3/16/2021

Agenda Item D

Rural Development Block Grant Application

Summary:

The City has a willingness to improve the South Whittaker Street Business Corridor. Parking is always a problem in the City and the businesses in the 400 block of S Whittaker have an exceptional and dangerous issue with parking in front and around their buildings. This is because of the age of their buildings and the proximity of the buildings to the road. City staff along with Abonmarche has come up with conceptual plans to improve parking in that area to make business development more sustainable. These drawings are attached. A grant opportunity has arisen that would cover the cost of the engineering for the project and since we work on the "every little bit helps" mantra when it comes to funding projects, this seems like a reasonable application. The Grant application is for \$50,000 of which a \$10,000 City commitment is required.

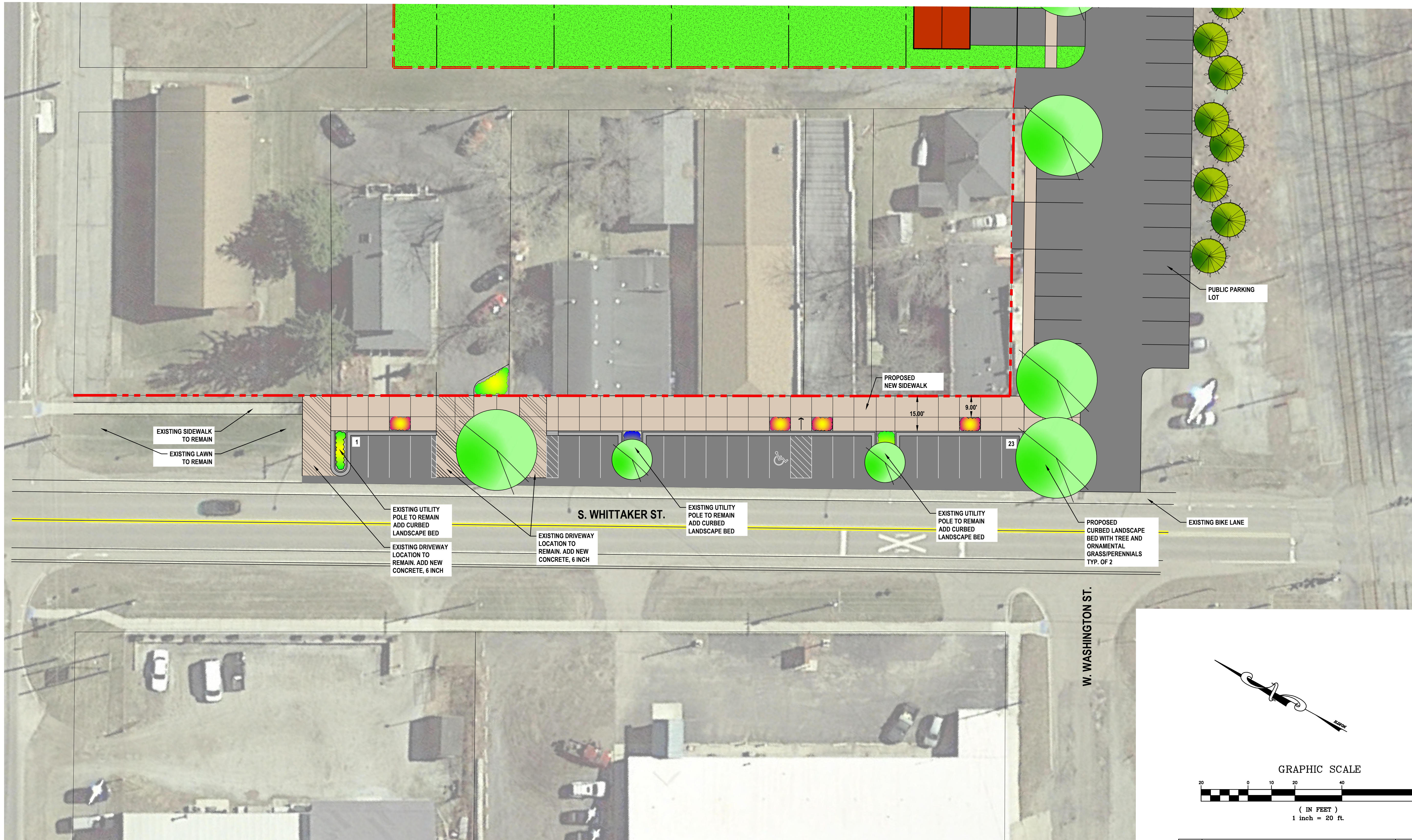
Approximate total cost: \$10,000 if awarded.

Budgeted: Not specifically but funds are available

Recommendation: Approve resolution to apply and commit matching funds for a Rural Development Block Grant for the design and engineering of the South Whittaker Project

Respectfully submitted,

Rich Killips, Interim City Manager



NO.	REVISION DESCRIPTION:	BY:	DATE:

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Engineer's Estimate of Construction Costs

Project: **New Buffalo - S. Whittaker Streetscape**
Project No: **P21-0020**
Description: **Public Parking Lot**
Stage: **Planning**
Date: **2/16/2021**
Prepared By: **EJK**

Miscellaneous					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max \$10,000 (10%)	1.00	LSUM	\$ 10,000.00	\$ 10,000.00
2	Traffic Control (7%)	1.00	LSUM	\$ 4,000.00	\$ 4,000.00
Subtotal: Miscellaneous					\$ 14,000.00

Removals					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
3	Sidewalk, Rem	80.00	Syd	\$ 12.50	\$ 1,000.00
4	HMA Surface, Rem	900.00	Syd	\$ 15.00	\$ 13,500.00
Subtotal: Removals					\$ 14,500.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
5	Machine Grading	2.00	Sta	\$ 4,000.00	\$ 8,000.00
6	Erosion Control, Silt Fence	250.00	Ft	\$ 2.00	\$ 500.00
7	Subbase, CIP	400.00	Cyd	\$ 15.00	\$ 6,000.00
8	Aggregate Base, 8 inch	1150.00	Syd	\$ 10.00	\$ 11,500.00
9	HMA, 36A	270.00	Ton	\$ 100.00	\$ 27,000.00
10	Curb and Gutter, Conc, Det C4	415.00	Ft	\$ 30.00	\$ 12,450.00
11	Sidewalk Ramp, Conc, 6 inch	55.00	Sft	\$ 8.00	\$ 440.00
12	Sidewalk, Conc, 4 inch	500.00	Sft	\$ 6.00	\$ 3,000.00
13	Sidewalk, Conc, 6 inch	100.00	Sft	\$ 8.00	\$ 800.00
14	Detectable Warning Surface, Cast Iron	5.00	Ft	\$ 75.00	\$ 375.00
15	Restoration	1.00	LSUM	\$ 2,000.00	\$ 2,000.00
16	Pavt Mrkg, Waterborne, 4 inch, White	400.00	Ft	\$ 1.00	\$ 400.00
17	Perennial/Ornamental Grass (1 Gal)	165.00	Ea	\$ 30.00	\$ 4,950.00
18	Tree	8.00	Ea	\$ 450.00	\$ 3,600.00
Subtotal: Proposed Improvements					\$ 81,015.00

Summary					
Construction Subtotal:					\$ 109,515.00
Engineering, Professional Services, and Contingency:					30%
Project Total: New Buffalo - S. Whittaker Streetscape - Public Parking Lot					\$ 142,369.50

- Notes: - No utility work included in estimate
 - Parking lot to have curb and gutter
 - Pavement cross section: 12 inch Subbase, 8 inch Aggregate Base, 4 inch HMA
 - All sidewalk assumed to have 6 inch subbase
 - Estimate does not include any street lighting, conduit, and utility pole removal/relocation

Engineer's Estimate of Construction Costs

Project: **New Buffalo - S. Whittaker Streetscape**
Project No: **P21-0020**
Description: **Streetscape**
Stage: **Planning**
Date: **2/16/2021**
Prepared By: **EJK**

Miscellaneous					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max \$19,000 (10%)	1.00	LSUM	\$ 19,000.00	\$ 19,000.00
2	Traffic Control (7%)	1.00	LSUM	\$ 12,500.00	\$ 12,500.00
Subtotal: Miscellaneous					\$ 31,500.00

Removals					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
3	Sidewalk, Rem	330.00	Syd	\$ 12.50	\$ 4,125.00
4	HMA Surface, Rem	1100.00	Syd	\$ 15.00	\$ 16,500.00
5	Landscape, Rem	50.00	Syd	\$ 20.00	\$ 1,000.00
6	Sign, Rem and Salv	1.00	Ea	\$ 500.00	\$ 500.00
Subtotal: Removals					\$ 22,125.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
7	Machine Grading	4.00	Sta	\$ 4,000.00	\$ 16,000.00
8	Erosion Control, Silt Fence	350.00	Ft	\$ 2.00	\$ 700.00
9	Subbase, CIP	300.00	Cyd	\$ 15.00	\$ 4,500.00
10	Aggregate Base, 8 inch	600.00	Syd	\$ 10.00	\$ 6,000.00
11	HMA, 36A (4 inch)	150.00	Ton	\$ 100.00	\$ 15,000.00
12	Driveway, Nonreinf Conc, 6 inch	175.00	Syd	\$ 50.00	\$ 8,750.00
13	Curb and Gutter, Conc, Det C4	475.00	Ft	\$ 30.00	\$ 14,250.00
14	Sidewalk Ramp, Conc, 6 inch	380.00	Sft	\$ 8.00	\$ 3,040.00
15	Sidewalk, Conc, 4 inch	3400.00	Sft	\$ 6.00	\$ 20,400.00
16	Sidewalk, Conc, 6 inch	600.00	Sft	\$ 8.00	\$ 4,800.00
17	Detectable Warning Surface, Cast Iron	5.00	Ft	\$ 75.00	\$ 375.00
18	Pavt Mrkg, Waterborne, 4 inch, White	450.00	Ft	\$ 1.00	\$ 450.00
19	Pavt Mrkg, Waterborne, 4 inch, Blue	150.00	Ea	\$ 1.00	\$ 150.00
20	Pavt Mrkg, Waterborne, Accessible Sym, Blue	1.00	Ea	\$ 50.00	\$ 50.00
21	Perennial/Ornamental Grass (1 Gal)	295.00	Ea	\$ 30.00	\$ 8,850.00
22	Restoration	1.00	LSUM	\$ 2,000.00	\$ 2,000.00
23	Tree	4.00	Ea	\$ 450.00	\$ 1,800.00
24	Sign, Erect, Salv	1.00	Ea	\$ 2,000.00	\$ 2,000.00
25	Stormwater Allowance	1.00	LSUM	\$ 45,000.00	\$ 45,000.00
Subtotal: Proposed Improvements					\$ 154,115.00

Summary	
Construction Subtotal:	\$ 207,740.00
Engineering, Professional Services, and Contingency:	30% \$ 62,322.00
Project Total: New Buffalo - S. Whittaker Streetscape - Streetscape	\$ 270,062.00

- Notes: - No sanitary sewer or water main work included in estimate
- Parking lot to have curb and gutter
 - Parking cross section: 12 inch Subbase, 8 inch Aggregate Base, 4 inch HMA
 - Estimate does not include any street lighting, conduit, and utility pole removal/relocation
 - All sidewalk assumed to have 6 inch subbase
 - All concrete driveways assumed to have 6 inch subbase
 - Existing mailboxes to remain in place and be placed in landscape bed



**CITY OF NEW BUFFALO
RESOLUTION NO. 21.12**

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING PRELIMINARY ENGINEERING DESIGN FOR THE CITY OF NEW BUFFALO SOUTH WHITTAKER COMMERCIAL CORRIDOR IMPROVEMENTS PROJECT FUNDED BY THE RURAL BUSINESS DEVELOPMENT GRANT (RBDG) PROGRAM.

Minutes of a regular meeting of the City of New Buffalo in Berrien County, Michigan, held at the New Buffalo City Hall, 224 W. Buffalo Street, New Buffalo, MI 49117 on March 22, 2021 at 6:30 PM.

PRESENT: COMMISSIONERS:

ABSENT: COMMISSIONERS:

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____.

WHEREAS, the City of New Buffalo is applying for \$40,000 in funding through the U.S. Department of Agriculture from the Rural Business Development Grant Program to seek preliminary engineering design monies for the South Whittaker Commercial Corridor Improvements Project.

WHEREAS, the U.S. Department of Agriculture requires a formal commitment from the public agency authorizing the application submittal and project.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of New Buffalo has authorized Rich Killips, Interim City Manager/Chief of Police, to act as agent on behalf of the City of New Buffalo to request Rural Business Development Grant funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City of Buffalo attests to the existence of, and commits to, providing \$10,000 (20%) in matching funds toward the total project design cost of \$50,000.

PRESENT: COMMISSIONERS:

NAYS: COMMISSIONERS:

ABSENT: COMMISSIONERS:

RESOLUTION DECLARED ADOPTED.

Ann M. Fidler, City Clerk

CERTIFICATION

The forgoing resolution was certified at a regular meeting of the City of New Buffalo, held at the New Buffalo City Hall, 224 W. Buffalo Street, New Buffalo, MI 49117 on March 22, 2021.

Ann M. Fidler, City Clerk



Manager's Report

3/16/2021

Agenda Item E

Reconstruction Bids for Municipal Marina Fire

Summary:

Bids have been obtained for the rebuild of the City Marina after the fire last fall. The full bid documents are attached. Abonmarche handled the bid process and bids from professional companies have been submitted. The low bidders on each of the three components, General Construction, Electrical, and HVAC are solid companies that do quality work. The low bidders on the project were McGuire's Construction for \$19,554.00, Mead and White electrical for \$20,853.00, and City Plumbing and Mechanical for \$32,926.

Approximate total cost: \$73,333.00 most of which will be reimbursed or paid directly to vendors by MMRMA, our insurance company.

Budgeted: Not specifically, but funds are available.

Recommendation: Award bids to McGuire's Construction, Mead and White Electrical, and City Plumbing and HVAC to start construction.

Respectfully submitted,

Rich Killips, Interim City Manager

Bid Results for the Renovations to the New Buffalo Public Marina Restrooms

Project No. 21-0137

March 16th, 2021

Gen. Contr. Work -	McGuire's	19,554.00
	Roggow	21,200.00
Electrical Work -	Mead & White	20,853.00
	EMC (Provided plan review)	22,900.00
Mechanical Work -	City Plumbing & Heating (Provided system design)	32,926.00

The City Mgr. intends to take the low bids pending final approval in an upcoming council meeting.

Formal Award letters will follow that meeting.

BID FORM**OWNER**

City of New Buffalo
224 W. Buffalo
New Buffalo, MI 49117

FOR:

RENOVATIONS TO NEW BUFFALO PUBLIC MARINA RESTROOMS

Project Number: 21-0137

Project Location:
100 Water St., New Buffalo, MI 49117

BID DUE DATE: March 16th, 2021 at 2:00 pm local time

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

McGuire's Professional Construction

Address:

335 Urbancreek Ave

City, State, Zip:

Benton Harbor, MI 49022

Contact person:

Erik McGuire

Phone:

269-925-4632

email:

erik@McGuire's pro.com

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in the Bid Documents for the Sum of:

TOTAL OF BASE BID

\$ 19,554

Nineteen Thousand Five Hundred Fifty Four
DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

Excluded
Per email
dated 3/15

→ ~~We have included the required security Bid Bond as required by the Instruction to Bidders.~~
~~We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.~~
We acknowledge visiting the site before making an offer to the City of New Buffalo

: Bidder: McLain's Pro Const

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.
Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fourteen days of receipt of acceptance of this bid. Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: May 21st, 2021

Totally Complete the Work Including Punch List Items: May 27th, 2021

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: _____%

Profit: _____%

~~Bond: _____%~~

> Combined
15%

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

BID FORM SIGNATURE(S)

The Corporate Seal of

McLain's Pro Const
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

[Signature]
(Authorized signing officer, Title)

(Seal)

Eric McLain Project Manager/Estimator
(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Required enclosures:

~~Certified Check or Bid Bond & Insurance Certificate~~

Will provide CD I upon Award.

END OF BID FORM

** See included job notes page.*

JOB NOTES

March 16, 2021

To: Gary Folino
Company: Abonmarche
Project: New Buffalo Marina Restrooms
Proposal #: GC-21067

Project notes pertaining to Bid Plans Dated – 3/1/21

Pricing includes the following per plans and specs:

- Framing repairs.
- Hat track replacement
- Insulation
- Drywall of ceiling
- Mud, tape and finish drywall ceiling.
- Paint ceiling and Men's room only.
- Fabricate and install (2) countertops.
- Permit fee for our portion included.

Project Notes:

Work to be completed during normal working hour M-F.

McGuire's Professional Construction shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.

Exclusions:

M.E.P.
Flooring
Cleaning of room.
Roofing or sheathing replacement
Dumpsters
Liquidated damages or bid bond
Block repairs

Erik McGuire
McGuire's Professional Construction

Date proposal accepted: _____ Authorized signature: _____

BID FORM

OWNER

City of New Buffalo
224 W. Buffalo
New Buffalo, MI 49117

FOR:

RENOVATIONS TO NEW BUFFALO PUBLIC MARINA RESTROOMS

Project Number: 21-0137

Project Location:
100 Water St., New Buffalo, MI 49117

BID DUE DATE: March 16th, 2021 at 2:00 pm local time

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

Roggow Construction company, LLC

Address:

211 Hilltop Rd., Box 8A

City, State, Zip:

St. Joseph, MI 49085

Contact person:

Joseph Roggow

Phone:

269-588-3143

email:

Jroggow@roggowcc.com

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in the Bid Documents for the Sum of:

TOTAL OF BASE BID

\$ 21,200.00

Twenty one thousand two hundred dollars and zero cents

DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

We have included the required security Bid Bond as required by the Instruction to Bidders.
We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
We acknowledge visiting the site before making an offer to the City of New Buffalo

: Bidder: Roggow Construction Company, LLC

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.
Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fourteen days of receipt of acceptance of this bid. Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: May 21st, 2021

Totally Complete the Work Including Punch List Items: May 27th, 2021

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: 10 %

Profit: 5 %

Bond: 0 %

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 3/9/2021

Addendum # _____ Dated _____

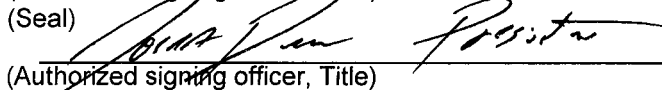
BID FORM SIGNATURE(S)

The Corporate Seal of

Roggow Construction Company, LLC
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Joseph A. Roggow
(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Required enclosures:

Certified Check or Bid Bond & Insurance Certificate

END OF BID FORM



3/16/2021

Qualifications

**New Buffalo Public Marina Restrooms #21-0137
100 Water St. New Buffalo, MI 49117**

1. Any and all hazardous material identification and or removal is not included in this bid. Including but not limited to lead paint, asbestos, etc.
2. Work is to be performed during normal business hours.
3. We agree to conform to current CDC policies and procedures in regards to COVID-19.
4. We have figured 2Sq of shingle to be replaced due to the age of the roof we cannot guarantee the rest of it.

Alternates

1. Add (4) Mirrors at the restroom areas and paint the (3) exterior door and frames

If you have any further questions or comments, please contact me at 269-588-3143 or via email at jroggow@roggowcc.com . We appreciate the opportunity to quote this project and look forward to working with you.

Roggow Construction Company, LLC

A handwritten signature in black ink, appearing to read 'Joseph A. Roggow', is written over a white background.

**Joseph A. Roggow
President**

BID FORM

OWNER

City of New Buffalo
224 W. Buffalo
New Buffalo, MI 49117

FOR:

RENOVATIONS TO NEW BUFFALO PUBLIC MARINA RESTROOMS

Project Number: 21-0137

Project Location:

100 Water St., New Buffalo, MI 49117

BID DUE DATE: March 16th, 2021 at 2:00 pm local time

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

CITY PLUMBING & HEATING

Address:

407 STATE ST.

City, State, Zip:

ST. JOSEPH, MI. 49085

Contact person:

STEVE COOK

Phone:

269-983-6595

email:

sjcook@cityplumbing-heating.com

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in the Bid Documents for the Sum of:

TOTAL OF BASE BID

THIRTY TWO THOUSAND NINE HUNDRED TWENTY SIX

\$ 32,926.⁰⁰

DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA!

We have included the required security Bid Bond as required by the Instruction to Bidders.
We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
We acknowledge visiting the site before making an offer to the City of New Buffalo

: Bidder: CITY PLUMBING & HEATING

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.

Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fourteen days of receipt of acceptance of this bid. Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: May 21st, 2021

Totally Complete the Work Including Punch List Items: May 27th, 2021

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: 12 %

Profit: 10 %

Bond: N/A %

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 3/9/21

Addendum # _____ Dated _____

BID FORM SIGNATURE(S)

The Corporate Seal of

CITY PLUMBING & HEATING

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Carly A. Ross - PRES.

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Required enclosures:

Certified Check or Bid Bond & Insurance Certificate

END OF BID FORM

BID FORM

OWNER

City of New Buffalo
224 W. Buffalo
New Buffalo, MI 49117

FOR:

RENOVATIONS TO NEW BUFFALO PUBLIC MARINA RESTROOMS

Project Number: 21-0137

Project Location:
100 Water St., New Buffalo, MI 49117

BID DUE DATE: March 16th, 2021 at 2:00 pm local time

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

CITY PLUMBING & HEATING

Address: 407 STATE ST.

City, State, Zip: ST. JOSEPH, MI. 49085

Contact person: STEVE COOK

Phone: 269-983-6595

email: scook@cityplumbing-heating.com

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in the Bid Documents for the Sum of:

TOTAL OF BASE BID

THIRTY TWO THOUSAND NINE HUNDRED TWENTY SIX \$ 32,926.00
DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA

We have included the required security Bid Bond as required by the Instruction to Bidders.
We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

We acknowledge visiting the site before making an offer to the City of New Buffalo

: Bidder: CITY PLUMBING & HEATING

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.

Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fourteen days of receipt of acceptance of this bid. Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: May 21st, 2021

Totally Complete the Work Including Punch List Items: May 27th, 2021

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: 12 %

Profit: 10 %

Bond: N/A %

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 3/9/21
Addendum # _____ Dated _____

BID FORM SIGNATURE(S)

The Corporate Seal of

CITY PLUMBING & HEATING

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Corey A. Ross - PRES.

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Required enclosures:

Certified Check or Bid Bond & Insurance Certificate

END OF BID FORM

BID FORM

OWNER

City of New Buffalo
224 W. Buffalo
New Buffalo, MI 49117

FOR:

RENOVATIONS TO NEW BUFFALO PUBLIC MARINA RESTROOMS

Project Number: 21-0137

Project Location:
100 Water St., New Buffalo, MI 49117

BID DUE DATE: March 16th, 2021 at 2:00 pm local time

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

CITY PLUMBING & HEATING

Address:

407 STATE ST.

City, State, Zip:

ST. JOSEPH, MI. 49085

Contact person:

STEVE COOK

Phone:

269-983-6595

email:

scook@cityplumbing-heating.com

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in the Bid Documents for the Sum of:

TOTAL OF BASE BID

THIRTY TWO THOUSAND NINE HUNDRED TWENTY SIX
DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA

\$ 32,926.⁰⁰

We have included the required security Bid Bond as required by the Instruction to Bidders.
We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

We acknowledge visiting the site before making an offer to the City of New Buffalo

: Bidder: CITY PLUMBING & HEATING

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.

Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fourteen days of receipt of acceptance of this bid. Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: May 21st, 2021

Totally Complete the Work Including Punch List Items: May 27th, 2021

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: 12 %

Profit: 10 %

Bond: N/A %

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 3/9/21
Addendum # _____ Dated _____

BID FORM SIGNATURE(S)

The Corporate Seal of

CITY PLUMBING & HEATING

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Corey A. Ross - PRES.

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Required enclosures:

Certified Check or Bid Bond & Insurance Certificate

END OF BID FORM

BID FORM

OWNER

City of New Buffalo
224 W. Buffalo
New Buffalo, MI 49117

FOR:

RENOVATIONS TO NEW BUFFALO PUBLIC MARINA RESTROOMS

Project Number: 21-0137

Project Location:
100 Water St., New Buffalo, MI 49117

BID DUE DATE: March 16th, 2021 at 2:00 pm local time

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

Electrical Maintenance + Construction LLC

Address:

4520 Bundy Rd

City, State, Zip:

Coloma MI 49038

Contact person:

Don Bearhart

Phone:

office- 269-683-9473 - Cell- 574-323-5107

email:

Dbearhart@emcelectricalllc.com

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in the Bid Documents for the Sum of:

TOTAL OF BASE BID

Twenty Two Thousand Eight Hundred Dollars

\$22,800.00

DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

We have included the required security Bid Bond as required by the Instruction to Bidders. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

We acknowledge visiting the site before making an offer to the City of New Buffalo

: Bidder: Electrical Maintenance + Construction LLC

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.

Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fourteen days of receipt of acceptance of this bid. Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: May 21st, 2021

Totally Complete the Work Including Punch List Items: May 27th, 2021

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: _____ %

Profit: 10 %

Bond: _____ %

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

BID FORM SIGNATURE(S)

The Corporate Seal of
Electrical Maintenance + Construction LLC

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

[Signature]

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Required enclosures:

Certified Check or Bid Bond & Insurance Certificate

not required.

END OF BID FORM



Electrical Maintenance & Construction LLC

4520 Bundy Rd, Coloma MI 49038
1441 S. 11th St. Niles MI 49120
Fax 269-468-7222

Phone 269-468-4007
Phone 269-683-9473

Date: March 16, 2021
To: Abonmarche
Attn: Gary Folino
RE: New Buffalo Marina Restroom Repair Work

Proposed Quote: **\$22,800.00**

This quote will include the following:

- Demo any conduit damaged by fire
- Demo all wiring in conduits
- New wiring through existing/replaced conduits
- Connection to ERV
- Connection to split unit
- Supply and install 10 vandal resistant strip lights
- Supply and install 7 vandal resistant recessed can fixtures
- Supply and install 2 occupancy sensors, 1 per restroom
- Permit and inspection fees included

Notes:

This quote amount is subject to expire after thirty days from above date
EMC shall not be held liable for errors or omissions in designs by other, nor inadequacies of materials and equipment specified or supplied by others

Thank you for giving us the opportunity to quote this project. We look forward to working with you.

Sincerely,

Dan Gearhart

BID FORM

OWNER

City of New Buffalo
224 W. Buffalo
New Buffalo, MI 49117

FOR:

RENOVATIONS TO NEW BUFFALO PUBLIC MARINA RESTROOMS

Project Number: 21-0137

Project Location:
100 Water St., New Buffalo, MI 49117

BID DUE DATE: March 16th, 2021 at 2:00 pm local time

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

Mead and White Electric

Address:

PO Box 535 9895 Red Arrow Hwy

City, State, Zip:

Bridgman MI. 49106

Contact person:

Joe Sipocz

Phone:

574-876-9727

email:

joe@meadwhite.com

OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in the Bid Documents for the Sum of:

TOTAL OF BASE BID - ELECTRICAL SCOPE ONLY

\$ 20,853.00

Twenty Thousand, Eight Hundred, Fifty Three and 00/100

DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

We have included the required security Bid Bond as required by the Instruction to Bidders.
We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
We acknowledge visiting the site before making an offer to the City of New Buffalo

: Bidder: Mead and White Electric - ELECTRICAL SCOPE ONLY

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum.
Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within fourteen days of receipt of acceptance of this bid. Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: May 21st, 2021

Totally Complete the Work Including Punch List Items: May 27th, 2021

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

Overhead: 10 %

Profit: 10 %

Bond: 2 %

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated March 9, 2021.

Addendum # _____ Dated _____.

BID FORM SIGNATURE(S)

The Corporate Seal of

Mead and White Electrical Contractors Inc.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Amy Hemphill - Treasurer

(Authorized signing officer, Title)

(Seal)

Tim Noonan - President

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Required enclosures:

Certified Check or Bid Bond & Insurance Certificate

END OF BID FORM



March 19th 2021

The Honorable R.D. Vance Stewart
Acting Assistant Secretary of the Army
For Civil Works
108 Army Pentagon
Washington, DC 20310

Dear Assistant Secretary James:

On behalf of the City of New Buffalo, Michigan, I want to thank you for your direct and positive interest and engagement in the resolution of the devastating erosion to the beaches south of the New Buffalo Harbor. We are very anxious to partner on a short term and permanent solution to the decades-long shoreline erosion problem that has direct correlation to our break walls constructed by the Corps. We are also asking for your sincere commitment to the community that you and your team will personally work with us on a permanent solution to resolve the erosion problems caused by the Corps New Buffalo Harbor.

Accordingly, in an effort to move forward with a positive and productive partnership with you and the Corps of Engineers, we are requesting that you consider the transfer of responsibility for the New Buffalo Harbor with the shoreline erosion issues from the Detroit District to the Chicago District. As you know, the New Buffalo Harbor was constructed by the Chicago District and completed in 1975. We feel the Chicago District has the historical knowledge and expertise to move forward in developing the appropriate permanent solution to the shoreline erosion problem.

We look forward to working with you and whichever district can best deal with our needs, to partner a positive solution for this devastating erosion problem which is threatening the health and safety of our community. We are also requesting your commitment to working with us and the community to find the permanent and equitable solution to the erosion problems that our community constantly deals with.

We look forward to your response and the partnership.

Sincerely,

Mayor, John Humphrey

City Manager, Rich Killips