

## **BOARD OF COMMISSIONERS**

1 S. Main St., 9th Floor Mount Clemens, Michigan 48043 586-469-5125 FAX 586-469-5993 macombcountymi.gov/boardofcommissioners

## **BUILDINGS, ROADS AND PUBLIC WORKS COMMITTEE**

**MONDAY, APRIL 19, 2010** 

## **AGENDA**

1,	Call to Order		
2.	Pledge of Allegiance		
3.	Adoption of Agenda, AS AMENDED, TO INCLUDE #12A		
4.	Approval of Minutes dated March 15, 2010	(previously di	stributed)
5.	Public Participation (five minutes maximum per speaker, or longer at the discre Chairperson related only to issues contained on the agenda)	etion of the	
6.	Hall Road Warehouse Lighting Retro-Fit (waived by Chair of Ad Hoc Co on Energy)	mmittee	(mailed)
7.	Update on Energy Efficiency and Conservation Block Grant (EECBG (waived by Chair of Ad Hoc Committee on Energy)	)	
8.	Update on Green Macomb Website (waived by Chair of Ad Hoc Commit	tee on Energy)	
9.	Payment of <b>Final</b> Invoice: Bernco, Inc./Juvenile Justice Center-Phasenovations	se II	(mailed)
10.	Agreement with Geowizzard Inc. for Use of Outside Parking Lot Own	ned by	(mailed)

## MACOMB COUNTY BOARD OF COMMISSIONERS

County at Health Department Southeast Center

Award of Jail Kitchen Rooftop Equipment Bid

Paul Gieleghem District 19 Chairman Kathy Tocco District 20 Vice Chair Joan Flynn District 6 Sergeant At-Arms

(mailed)

(mailed)

11.

12.

Floor Plan Modifications for Department of Human Services - Majestic Plaza

BUILDINGS, ROADS AND PUBLIC WORKS COMMITTEE AGENDA APRIL 19, 2010

PAGE 2

12a. Request from Planning and Economic Development Department to Host a Mexican American Delegation and Allow Use of Administration Building and Parking Lot (attached)

- 13. New Business
- 14. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)
- 15. Adjournment

MEMBERS: Duzyj-Chair, Carabelli-Vice-Chair, DiMaria, Szczepanski, Doherty, Brdak, Boyle, Kepler, Sprys and Gieleghem (ex-officio)

RESOLUTION NO.	<del></del>
	FULL BOARD MEETING DATE:
	AGENDA ITEM:
	MACOMB COUNTY, MICHIGAN
RESOLUTION TO:	Authorize the Purchasing Department to purchase 184 Alumalights manufactured in
Romeo, MI, and proceed v	with the bid process for installation at the Hall Road Warehouse Facility. Due to the 90 day
window to obtain the DTE	Rebate, we are also requesting to accept the low qualified bid if the bids do not exceed the
estimated cost.	
INTRODUÇED BY:	Commissioner Toni Moceri, Chair
mmozocz zm	Ad-Hoc Committee on Countywide Energy Conservation
COMMITTEE/MEETING I	DATE
AdHee Committee on Cou	
Box Conservation - 4/1	<del></del>
BR+PW 4.	.19-10

## HALL ROAD WAREHOUSE WAREHOUSE LIGHTING RETRO-FIT

- ❖ We instructed Dillon Energy to initiate the paperwork for Rebates available from DTE, for the purchase of new light fixtures. DTE has reached over 80% of the available rebates for the 2010 calendar year, and will quickly exhaust all available funds.
- The fixture which has been chosen, are actually produced in Romeo, MI, and is a Sole Source Product. The total cost of the product is \$30,933.00, but has rebates available, which total \$14,409.00, which would reduce our actual cost for all of the fixtures to \$16,524.00. MCCSA has committed \$6,000.00 from available Grant Funds, which will reduce the impact on the Macomb County budget, and reduce the actual project total of \$10,524.00, plus the cost of installation
- ❖ Initial estimates, indicate that Macomb County would realize a \$79,869.00 savings from Energy Costs, over a 10 year period.
- ❖ We are presently asking for Board Approval to proceed with a Bid, for the Labor on Installation of these fixtures, and we are very confident that the overall cost of installation on this project could be secured for a total budget cost of \$19,900.00 or less.
- ❖ The lighting investment has an anticipated 3.3 year payback on the investment to Macomb County through Energy Cost Savings.



## STATUS REPORT April 19, 2010 ENERGY EFFICIENCY CONSERVATION BLOCK GRANT

September 2009 – August 2012 Gerard Santoro, MCPED

Award Amount: \$746,400

Strategy Includes Three Department of Energy Approved Activities:

- 1) \$85,594 Appropriation: Technical Assistance to allow for a "Comprehensive Energy Audit" that will allow the Energy Technical Committee to evaluate the Parking Structure, Court House, County Building, and Administration Building for appropriate long-term measures to save on energy expenses.
- \$489,748 Appropriation: Using the County Building as visible location to demonstrate energy efficiency updates. Includes a) adding a metering system so that energy savings are accurately recorded; b) upgrade of air conditioning system to a more efficient model; c) replacement of 1,300 light fixtures, and d) trial installation of a waterless urinal.

Note: A State Historical Preservation Office (Section 106) Review was developed in March and submitted by April 1, 2010 to determine whether the proposed updates can be implemented without Adverse Effect to the historic structure. A determination will be delivered by May 1, 2010.

Note: A cost of \$255,000 is being appropriated from Activity 2 to implement the upgrade of the proposed air conditioning system as soon as a SHPO report relieves us of any further demonstration that there will be "No Adverse Effect".

3) \$171,022 Appropriation: Allow the more than 30 total buildings within the Macomb County government campus throughout the county to be eligible for energy efficiency upgrades. This can be set up as a Revolving Loan Fund or as Individual Grants to the prescribed agencies that will qualify under the developed eriterion.

distributed 4-19-10 Note: A small group of multiple Macomb County Government Department representatives combined a listing of "green" or "environmental" programs and activities to post on a Highly Visible webservice. This webservice is being launched this week and can be found at <a href="http://www.greenmacomb.com/">http://www.greenmacomb.com/</a>. For future reference, the status of the EECBG Program will be listed on this site.

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RESOLUTION NO.	<del></del>	
	FULL BOARD MEETING DA	TE:
	AGENDA ITEM:	
	MACOMB COUNTY, MICHIGAN	
RESOLUTION TO:	Authorize payment to Bernco, Inc., in the amount of \$4345	i.58, for construction services
performed for the JJC - F	Phase II Renovation Project.	
Application No. 26. Fund	ls for this Project are available in the Capital Budget.	
	£	
INTRODUCED BY:	Commissioner Andrey Duzyj, Chair	
	Buildings, Roads & Public Works	ı
COMMITTEE/MEETING	DATE	
Buildings, Roads & Publi	c Works:4/19/10	
		, grêj

APPLICATION AND CERTIFICATE FOR PAYMENT	IFICALE FOR PAY	MEN	ALA DOCUMENT G712		PAC	PAGE 1 OF 1
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Mr. Clement, III 40043			BERNCO JOB *	2007.003	* ARCHITECT	
FROM CONTRACTOR: partition, pro.	WA.ARCHITEGT: Wakaly Association, Inc.	caly Asserciation, Inc.	INVOICENCE	1935		
20814 Eleven Nile Road, St. Chair Showes, MI 48091		30500 Van Dytse Ave., States M	M CONTRACT DATE			
CONTRACT FORE	W.	Warmer, MJ 480553			,	
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			paid by the Contractor for Work for which previous Certificates for Payment were	al previous Certifi	Cathas for Proyment years	
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2. Net change by Change Order	[	\$47%,120,00	CONTRACTOR: BERUCO, INC.			
3, CONTRACT SUM TO DATE (LNE 1-4-2).	ļ	\$6,725,120,00	The same of the sa	. 8	4/2/1	
			(Bernard Cattivers)			
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(Column F on G704)			AND DESIGN			
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Total in Colume 1 of GRUS)						
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CHANGE ORDER BUNIMARY	ADD/TTONS DET	DEDUCTIONS	conform to the emount certified.)			
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4 . L.			phylodos to any rights of the Owner or Contractor under this Contract.	Contractor under	this Contract.	
)						

	RESOLUTION NO
	FULL BOARD MEETING DATE: 04/29/10
	AGENDA ITEM:
	MACOMB COUNTY, MICHIGAN
nje jego havdara - e	RESOLUTION TO: APPROVE AGREEMENT WITH GEOWIZZARD, INC. FOR USE OF THE OUTSIDE PARKING LOT OWNED BY THE COUNTY AT THE MACOMB COUNTY HEALTH DEPARTMENT SOUTHEAST CENTER BRANCH OFFICE, 25401 HARPER, ST. CLAIR SHORES.
	INTRODUCED BY: COMMISSIONER ANDREY DUZYJ, CHAIRPERSON BUILDINGS, ROADS & PUBLIC WORKS COMMITTEE
on the second se	••
	COMMITTEE/MEETING DATE:
	BUILDINGS, ROADS AND PUBLIC WORKS - 04/19/10

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## PARKING LOT USE AGREEMENT MACOMB COUNTY / GEOWIZZARD INC.

THIS AGREEMENT is entered into this \_\_\_\_ day of April, 2010 between MACOMB COUNTY (County) and GEOWIZZARD, INC.

In consideration of the fee to be paid by Geowizzard Inc. and the terms and conditions of this Agreement, County and Geowizzard Inc. agree as follows:

- Geowizzard Inc. is allowed the use of the outside parking lot owned by the
   County at the Macomb County Health Department Southeast Center Branch Office,
   25401 Harper, St. Clair Shores, as shown on Exhibit A pursuant to the terms and
   conditions described herein during the term of this Agreement and any renewal.
- 2. The term of the Agreement shall commence on April 1, 2010, and shall end October 30, 2013.
- 3. Geowizzard Inc. will pay a fee of \$4,000.00 a year, in quarterly payments. The first payment is due at the signing of this agreement. Subsequent payments shall be due on the July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup> in the amount of \$1,000 each. The payment in the final quarter shall be prorated.
- 4. Geowizzard Inc. may renew this agreement for five years by providing the County with at least 14 days notice in writing prior to the expiration of the original term. The fee in the renewal period shall be \$4,600 a year paid in quarterly payments of \$1,150 each. The first payment will be due on November 1, 2013 and subsequent payments due on February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup>.
- 5. In addition to the annual fee, Geowizzard Inc. agrees to pay the County one-half (1/2) of the County's cost to maintain and repair the parking lot. Maintenance and repair shall include but not be limited to: snow removal, cleaning, asphalt and/or

concrete repair, replacing or repairing bumper clocks, painting of parking spaces and installment or repair of signs. The cost to Tenant shall be based on Landlord's actual expenditures for labor and/or material whether paid to or performed by and independent contractor or by the Landlord itself.

Geowizzard Inc. agrees to pay this additional charge within 30 days after a statement is sent from the County. The County shall have the sole discretion to determine, when and by whom the maintenance and repairs shall be performed, and the same shall be binding on Geowizzard Inc.

- 6. Geowizzard Inc. shall allow the County and its customers use and access of an entrance and driveway located immediately adjacent to the County's property, 25401 Harper and Geowizzard Inc.'s property, 25117 Harper. The County shall not be responsible for any costs or maintenance for this access.
- 7. All payments due to the County that are not paid within 15 days of the time indicated shall accrue interest at the rate of 7% from the date first due. If the County takes legal action to enforce this agreement it shall also be entitled to its costs and reasonable attorney fees.
- 8. Geowizzard Inc. shall use the parking lot for its customers while such customers are patronizing its establishment during the time its establishment is open for business and for no other purpose. Geowizzard Inc. acknowledges that the parking lot will also be used by the County, its employees and those individuals having business with the County. Geowizzard Inc. shall use the premises in conformity with all municipal ordinance or regulation and so as not to interfere with the business of the County.

- 9. Geowizzard Inc. shall clean the entire parking area and adjacent lawn areas from debris from its business and customers each night and to repair any damage to County property that arises out of its use of the parking lot.
- 10. Any bill, statement, notice, communication or payment which Landlord or Tenant are required to give to the other party shall be in writing and shall be sent to the other party addressed as follows:

The County of Macomb Facilities & Operations Director 10 N. Main, 13<sup>th</sup> Floor Mt. Clemens, MI 48043 Geowizzard Inc. 25117 Harper Ave. St. Clair Shores, MI 48081

- Geowizzard Inc. shall not assign this Agreement without the written consent of the County.
- 12. Geowizzard Inc. shall indemnify and hold harmless the County and its officers and employees from any and all claims, lawsuits, losses, damage or injury to persons or property of whatever kind and nature, whether direct or indirect, arising out of the operation of this Agreement or Geowizzard Inc.'s business, or the carelessness, negligence, intentional act, or improper conduct of Geowizzard Inc., its agents, licensees, invitees, or employees, which responsibility shall not be limited to the insurance coverage provided herein. Geowizzard Inc. will procure and keep in effect during the term of the Agreement insurance for the benefit of County as follows:

<u>Type</u>	Coverage	Limits
Comprehensive General Liability	Macomb County named as additional insured	\$2,000,000/\$1,000,000
Automobile Liability		\$500,000
Excess Liability		\$4,000,000

Geowizzard Inc. will provide the County with certificates evidencing the policies and will notify the County of any material changes. Nothing in this Agreement shall be construed in any fashion to limit any governmental liability granted to the County and its officers and employees as a result of statute or court decision.

- 13. This Agreement does not create any relationship of principal/agent or employer/employee between the parties, but rather defines and establishes the nature and manner of conduct between the County and Geowizzard Inc. and further establishes the respective duties of the respective parties to the conducting of this event.
- 14. Geowizzard Inc., at its own expense, shall comply promptly with all laws, order, regulations or ordinances of all municipal, county and state authorities affecting the premises and the cleanliness, safety, occupation and use of same and obtain any necessary permits or licenses.
- 15. Geowizzard Inc. acknowledges that it has examined the property prior to the taking of this Agreement and knows the condition of the property. Landlord has made no representations as to the condition or state of repairs that are not expressed in this Agreement. Tenant accepts the property in its present condition as of the date of execution of this Agreement.
- 16. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 17. Should the whole or a portion of the parking lot be taken by any public authority under the power of eminent domain or shall be sold or converted to another use by the County this agreement shall cease as of the day that actual possession be

taken by a public authority or by a purchaser or is no longer usable for a parking lot.

The County will provide 60 days written notice to Geowizzard Inc. of a sale or conversion of the parking lot.

- 18. In the event that Geowizzard Inc. holds over after termination this arrangement shall become month to month and Geowizzard Inc. shall pay 1/12<sup>th</sup> of the fee in advance on the first of the month.
- 19. The parties acknowledge that they have read and understand the terms of this Agreement. This document contains the entire agreement and understanding between the parties regarding the premise and is subject to no agreements, conditions or representations that are not expressly set forth. This Agreement may only be amended in writing and signed by both the County and Geowizzard Inc.

WITNESSED BY:	MACOMB COUNTY		
	PAUL R. GIELEGHEM, Chairman  Macomb County Board of Commissioners		
	GEOWIZZARD INC.		
	BY:		

RESOLUTION NO.	<del></del>			
	FULL BOARD MEETING DATE:			
	AGENDA ITEM:			
	MACOMB COUNTY, MICHIGAN			
RESOLUTION TO:	Authorize the Cummins Group, Inc., to proceed with the design and construction			
documents in order for the	Purchasing Department to obtain sealed bids for the floor plan modifications, requested by			
the Department of Human Services at the Majestic Plaza, with all costs associated with the project paid by the State				
of Michigan.				
INTRODUCED BY:	Commissioner Andrey Duzyj, Chair			
	Buildings, Roads & Public Works			
COMMITTEE/MEETING D	DATE			
Buildings, Roads & Public	Works:4/19/10			



## FACILITIES & OPERATIONS DEPARTMENT

10 N. Main St., 13th Floor Mount Clemens, Miehigan 48043 586-469-5244 FAX 586-469-7770

Lynn M. Arnott-Bryks

Director

Diane G. Connell Operations Supervisor

Larry K. Oakes Mechanical Systems Supervisor

Estella Shelton Maintenance Supervisor TO: Andre Duzyj, Chairman

Buildings, Roads & Public Works

SUBJECT: Majestic Plaza – Department of Human Services

Floor Plan Modifications

DATE: April 8, 2010

The Department of Human Services located at the Majestic Plaza has requested modifications to their floor plan in order to accommodate their increased case load.

Representatives from the State of Michigan met with the original Architect, Jim Cummins of the Cummins Group, relative to design options and estimated costs for construction.

The State of Michigan has requested the County of Macomb to proceed with the construction documents followed by the Purchasing Department obtaining bids for the completion of the construction.

Upon receipt of the bids, the State would evaluate the cost and authorize the County to proceed with construction.

The State of Michigan would pay all architectural fees and construction costs associated with the completion of the project along with the payment of a 10% Administrative fee.

If you have any questions or require additional information, please contact the undersigned.

Respectfully,

Lynn M. Arnott-Bryks, Director Facilities & Operations Department

LMAB: jsd

MACOMB COUNTY BOARD OF COMMISSIONERS

Paul Gieleghem District 19 Chairman Kathy Tocco District 20 Vice Chair Joan Flynn District 6 Sergeant-At-Arms

## CONTRACT CHANGE ORDER DEPARTMENT OF MANAGEMENT AND BUDGET, REAL ESTATE DIVISION

First Floor, Stevens T. Mason Building P.O. Box 30026, Lansing, Michigan 48909

CHANGE ORDER #: 1

		<u> </u>	ANGE ONDER #. 1
DEPARTMENT: Human Service DIVISION/UNIT: Warren District			ı, Warren, Michigan
NAME AND ADDRESS OF LESSOR  APPROVAL		OVAL	
Macomb County Facilities Operations [ Lynn Arnott-Brykes	Department	Lessor's Printed Name:	Date
10 N. Main Street Mt. Clemeлs, MI 48043		Department – Brian Hengesba	ch Date
		Terri L. Fitzpatrick	Date
		Director, Real Estate Division	
NOTICE TO LESSOR	This CONTRACT CHANGE	OPDER conver as official nation that the S	tate of Michigan approvae the

NOTICE TO LESSOR: This CONTRACT CHANGE ORDER serves as official notice that the State of Michigan approves the change set forth below. (AUTHORITY: 1984 PA 431).

### **DESCRIPTION OF CHANGE**

### **CONTRACT CHANGE ORDER NO. 1**

- 1. Who requested the change? The Department of Human Services
- What was indicated in the original specs? Was not in the original specifications.What will change accomplish?

What will change accomplish? W	hat will Change Co:
A. Architectural and Engineering services to provide Detailed Construction Drawings consisting of selective demolition plan, floor plan, typical widetail, refelected ceiling and lighting plan, revised electrical plan and roof finish schedule.	/all
C	
D	
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J. Overhead and profit	
K. Adiministrative fee	\$344.00
L.	
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cc: Lessor

Department

Analyst

File

Form Updated: 7-18-08

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RESOLUTION NO.	
	FULL BOARD MEETING DATE:
	AGENDA ITEM:
	MACOMB COUNTY, MICHIGAN
RESOLUTION TO:	Approve the purchase of the Jail Kitchen Rooftop Equipment (Bid Item 05-10) from the low
bidder, Thermalnetics, Inc.	, Auburn Hills, MI, in the amount of \$254,000.00 plus the voluntary alternative amount of
\$3,000.00 for a total of \$25	57,000.00
Funds for the project are a	vailable in the Jail Kitchen Rooftop Equipment Project
INTRODUCED BY:	Commissioner Andrey Duzyj, Chair
	Buildings, Roads & Public Works
COMMITTEE/MEETING D	PATE
Buildings, Roads & Public	Works:4/19/10



Wakely Associates, Inc. / Architects 30500 Van Dyke Avenue • Suite M-7 • Warren, Michigan 48093 PH: (586) 573-4100 • FX: (586) 573-0822 • WB: www.wakelyala.com

April 8, 2010

Ms. Lynn Amott-Bryks, Facilities & Operations County of Macomb 10 North Main Mt. Clemens, MI 48043

RE:

Macomb County Jail - Kitchen Rooftop Equipment Bid

Wakely Associates Project # 101330

Dear Ms. Bryks:

On Thursday, April 1, 2010, in the Purchasing Office, bids were received, publicly opened, and read aloud for the above project. The amounts are as set forth on the enclosed bid tabulation form.

The low bidder is ThermatNetics, 3955 Pinnacle Court, Auburn Hills, MI 48236, in the base bid amount of \$ 254,000,00. ThermatNetics provided two voluntary alternates; one for \$3000,00 for check test startup of RTU-1, RTU-2, ACCU-1 and ACCU-2 by ThermatNetics (ThermatNetics is the manufacturer's authorized technician) and the other for \$5000,00 to provide one year service by ThermatNetics on RTU-1, RTU-2, ACCU-1 and ACCU-2.

We have reviewed the bid with Mr. Robert Scheff of ThermalNetics and feel confident that he understands all aspects of the project. We have worked successfully with this firm on previous projects in the past.

We have also reviewed the bid and the voluntary alternates with Ali Hamidi, P.E. of MLS, (the mechanical engineer) and he finds it to be in order, under his estimated cost and recommends that the voluntary alternate for start up of the units by ThermalNetics becomes part of the award.

Therefore, we recommend that ThermalNetics be awarded the base bid amount of \$254,000,00 plus the voluntary alternate amount of \$3000.00 as described above for a total award of \$257,000,00

With your concurrence and/or concurrence of the Board of Commissioners, we will advise the Contractor of your intent, prepare the appropriate contracts and secure the required bonds and insurance documents.

I would be happy to answer any questions you may have regarding this recommendation.

DA/rs Enclosure

Sircerety

cc: Ali Hamidi, P.E., MLS Engineering

Larry Oakes, MC F & O

Michelle Sanborn, Macomb County Jail Administrator

Sgt. Briney, Macomb County Jail

RESOLUTION NO.	FULL BOARD MEETING DATE: AGENDA ITEM:
MACOMB COUNTY, MICHIGAN	
RESOLUTION TO: Coneur with the request of the allow the hosting of a Mexican American Delegation Building and parking lot. Refer to Finance Committee	on July 2, and to allow the use of the Administration
INTRODUCED BY: Commissioners AndreyDuz	yj, Chairman
DESCRIPTION:	
See Attached	
COMMITTEE/MEETING DATE	
Bf+Pw 4-19-10	



## PLANNING & ECONOMIC DEVELOPMENT

I S. Main St., 7th Floor Mount Clemens, Michigan 48043 586-469-5285 Fax 586-469-6787 www.macombcountymi.gov/planning

Stephen N. Cassin, AICP **Executive Director** 

Donald Morandini Deputy Director

April 15, 2010

TO:

AndreyDuzyj, Chairman and Members of the

Building, Roads and Public Works Committee

FROM:

Stephen N. Cassin, AICP

**Executive Director** 

RE:

Request Hosting of Mexican-American Group

The Department of Planning and Economic Development is eonsidering the hosting of a Mexican American Group during the Mount Clemens Stars and Stripes Festival on July 2, 2010.

In this regard, we are requesting authorization to utilize the Administration Building (lobby and outdoor surrounding area) between 5-11 p.m. We are also requesting use of the Administration Building parking lot during the same time.

Funding for the activity is available in the department's Economic Development Attraction Account.

Thank for consideration of this request.