

## THERESA M. SPENCER LAPEER COUNTY CLERK

County Complex Building 255 Clay Street Lapeer, Michigan 48446 Phone 810 area code 667-0356 Circuit Court Division 667-0358 Fax 667-0362

## A-G-E-N-D-A

## LAPEER COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING <u>March 10, 2022</u> 9:00 A.M.

Brenden Miller	District #1
Gary Roy	District #2
Dyle Henning	District #3
Lenny Schneider	District #4
Rick Warren	District #5
Linda M. Jarvis	District #6
Bryan Zender	District #7

#### CALL TO ORDER BY CHAIRMAN/VICE-CHAIR

- Roll Call
- Opening Prayer
- Pledge of Allegiance

#### CONSIDERATION FOR APPROVAL:

- Agenda Consensus to approve
- February 24, 2022 Regular Board Meeting Minutes

#### **REVIEW OF: COMMISSIONER MILEAGE/EXPENSE SHEETS/GRANT APPLICATIONS**

#### ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

PUBLIC TIME - Citizens Comments, etc.

#### **CONTINUED** -

#### **NEW/OLD BUSINESS:**

#### 1. NOTICE OF APPOINTMENTS NEEDED

- 2. DISCUSSION Community Mental Health staff retention payment
- 3. ADMINISTRATION Approval of the proposal & agreement from MGT Consulting

(Additional items)

4.

- 5.
- 6.

#### **DRAFT MOTIONS**

- Committee of the Whole Meeting (03-03-2022) (attached)
- Personnel Committee
- American Rescue Plan Act Committee (ARPA)

#### AD HOC COMMITTEE UPDATES- If needed

#### FISCAL PLANNING/BUDGETING DISCUSSION - If needed

#### **AUDIT MOTIONS**

- County Audit Motion For disbursements dated March 11, 2022
- Road Commissioner's Audit Motion For disbursements dated March 10, 2022

PUBLIC TIME - Citizens Comments, etc.

#### **COMMISSIONER REPORTS**

**CLOSED SESSION -** If needed.

**RECESS/ADJOURN** 

- (03-03-2022) (attached)
- (03-03-2022) (attached)

#### LAPEER COUNTY BOARD OF COMMISSIONERS February 24, 2022 9:00 A.M.

Vice-Chair Henning called the meeting to order at 9:03 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Schneider opened the meeting with prayer. The Pledge of Allegiance was recited.

Present:	Brenden Miller Dyle Henning Lenny Schneider	District #1 District #3 District #4
	Linda M. Jarvis Bryan Zender	District #4 District #6 District #7

Quentin Bishop, County Controller/Administrator Jackie Arnold, Chief Financial Officer Lynette Stanford, Secretary/Deputy County Clerk

Absent:	Gary Roy	District #2
	Rick Warren	District #5

#### <u>AGENDA</u>

The agenda and draft minutes from the February 10, 2022 Regular Board Meeting were reviewed.

#### <u>48-22</u>

Motion by Zender, supported by Jarvis, to accept the agenda with the deletion of a closed session. Motion carried.

<u>49-22</u>

Motion by Jarvis, supported by Miller, to approve the February 10, 2022 Regular Board Meeting minutes, as presented. Motion carried.

#### **ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES**

No comments were received.

PUBLIC TIME - 5 people spoke during public time.

#### Senior Programs Advisory Board – un-expired term

Commissioner Schneider appointed Christina Muxlow to serve as the District #4 representative on the Senior Programs Advisory Board.

#### <u>50-22</u>

Motion by Miller, supported by Zender, to adopt the following Resolution for Denny Fitzpatrick:

#### **RESOLUTION**

- WHEREAS, Denny Fitzpatrick was born and raised in Lapeer, Michigan, and has lived here his entire life with the exception of 13 months; and,
- WHEREAS, Denny Fitzpatrick graduated from Lapeer High School in 1974, and worked as a candy striper in his youth at Lapeer Regional Hospital with Dr. Bush; and,
- WHEREAS, Denny Fitzpatrick went on to graduate from Central Michigan University with a Bachelor of Science in Education, with his major in History and a minor in Industrial Arts; and, after graduation, he taught at Brown City Schools and Lapeer Community School Adult Ed Program; and,
- WHEREAS, Denny Fitzpatrick first earned his original EMT Technician certificate in 1978, and then received his Advanced EMT Certificate from St. Mary's Hospital in Saginaw just one year later, and then in 1988, he earned his EMT Instructor and Coordinator Certificate from Lansing Community College; and,
- WHEREAS, Denny Fitzpatrick also decided in 1978 he wanted to save more lives so he became a Firefighter on the Lapeer City Fire Department, while also serving on Lapeer County EMS as an EMT-Paramedic, and went on to serve both capacities for 23 years, and he later became the EMS Coordinator in the late 1980's for the Lapeer Regional Medical Center (now known as McLaren-Lapeer Region Hospital); and,
- WHEREAS, Denny Fitzpatrick married the love of his life, Marilyn, in 1994, and between them, they have seven children and 11 grandchildren that they greatly enjoy spending time with and making memories together; and,
- WHEREAS, Denny Fitzpatrick briefly left Lapeer County for the position of EMS Director for Alcona County EMS for 13 months but his heart was in Lapeer and he returned to Lapeer County EMS as an Operations Supervisor and EMT-Paramedic, and has been an asset to both the EMS and the County's EOC; and,
- WHEREAS, Denny Fitzpatrick developed and implemented the KIDS CARDIAC LIFE SUPPORT PROGRAM in Lapeer and North Branch Community School systems, and he implemented countywide defibrillation programs in both Lapeer and Alcona counties; and,
- WHEREAS, Denny Fitzpatrick will retire on February 28, 2022, after more than 45 years of faithful and dedicated service to the citizens of Lapeer County through his commitment of saving lives as a Firefighter, EMT-Paramedic, Operations Supervisor, Educator and so much more!

DRAFT

(Restitution Continued)

**NOW THEREFORE, BE IT RESOLVED,** that the Lapeer County Board of Commissioners wishes to honor and express deep appreciation to **Denny Fitzpatrick** for his many years of dedicated service to the citizens of Lapeer County and wishes him well in his greatly deserved retirement.

Roll Call vote: Miller, aye; Zender, aye; Henning, aye; Jarvis, aye; Schneider, aye; Warren, absent; Roy, absent. 5 ayes, 2 absent. Motion carried.

#### <u>51-22</u>

Motion by Schneider, supported by Zender, to refer the Canteen Services price increase for the Senior Program meals to the March 3, 2022 Committee of the Whole Meeting with authority to act. Motion carried.

#### <u>52-22</u>

Motion by Schneider, supported by Zender, to approve the renewal agreement with Assessment Administration Services, LLC, for equalization services for the period of April 1, 2022 through March 31, 2027, as submitted; and further to authorize the County Controller/Administrator to sign said agreement. Motion carried.

#### <u>53-22</u>

Motion by Schneider, supported by Zender, to authorize payment to Attorney Howard L. Shifman P.C., in the amount of \$264.50, for labor related legal services rendered through January 31, 2022, to be paid from line item 101-210-801.020. Motion carried.

#### <u>54-22</u>

Motion by Schneider, supported by Zender, to approve the following Budget Amendment, as submitted by Veterans Affairs:

					LAPEER COUNTY BUDGET AMENDMENT FORM			: 2-2-2	
					DMENT FORM	A	REVIEWED	: <u>2 · 17 · 2</u> :	)2
FUND	NAME :	Veter	ans				FORWARDE	D:	
ORIGIN	ATOR:	_J. Kra	elner				RETURNED	i	
		1				PRIOR	REQUEST	REQUEST	NEW
	COUNT NL				ORIGINAL	AMENDED	BUDGET	BUDGET	AMENDE
FUND	ACTIVITY	ACC	OUNT	DESCRIPTION	BUDGET	BUDGET	INCREASE	DECREASE	BUDGET
295	689	403	010	Proceeds from milia	e 340,425.00		264830.00		605,255.0
295	100	700	100	Contingencies	57,606.00		154803.00		212,409.0
295	682	813	000	Contracted Sevices			15000		15,000.0
295	682	956	000	Employee Training			6,000.00		6,000.0
295	682	744	000	Gas-oll-grease	2,406.48		10,000.00		12,406.4
295	682	957	000	Memberships			225		22
295	682	730	000	Office Supplies	600		2000		260
295	682	728		Postage	1,000.00		9000		10.000.00
295	682	729	000	Printing and binding	226		1000		1220
295	682	933		Office maintenance	500		1200		1700
295	681	833	010	Burlal	9000		20,000	1	29,000.00
295	682	980	000	Vehicle	0		30,602		30,602.00
295	689	833		Veterans Relief	5000		15,000.00		20,000.00
LL BUD	DGET AME	NDME	NT RE	QUESTS MUST B	ALANCEIII		COMPUTER E	NTRY BY:	
EPT. HEAD: MOTION #: DATE ENTERED :									

Motion carried.

#### **Regular Board Meeting**

#### February 24, 2022

DRA

#### <u>55-22</u>

Motion by Schneider, supported by Zender, to authorize the transfer of \$89,193.33, representing the 1<sup>st</sup> of three installments toward the annual allocation of \$267,580.00, from Lapeer County Community Mental Health Appropriations (101-990-999.222) to Lapeer County Community Mental Health Expenditures (222-990-695.010). Motion carried.

#### <u>56-22</u>

Motion by Schneider, supported by Zender, to amend the Table of Organization for Community Mental Health and authorize one additional full-time Bachelor Level Case Manager position (#TBA) in the Children's Department in order to meet increase program needs and demands; and further, to authorize the filling of any subsequent vacancy should an internal transfer occur, at no cost to the County's General Fund. Motion carried.

#### 57-22

Motion by Schneider, supported by Zender, to amend the Table of Organization for Community Mental Health and authorize the elimination of one part-time Clerk/Typist position (#396) and to add one additional full-time Clerk/Typist position; and further, to authorize the filling of any subsequent vacancy should an internal transfer occur, at no cost to the County's General Fund. Motion carried.

#### <u>58-22</u>

Motion by Schneider, supported by Zender, to authorize the Sheriff's Department to fill one full-time Corrections Officer position (#140) due to a recent resignation on December 2, 2021, at no additional cost to the County's General Fund. Motion carried.

#### <u>59-22</u>

Motion by Schneider, supported by Zender, to authorize the Sheriff's Department to fill one full-time Road Patrol Deputy position (#157) due to a recent resignation on January 13. 2022, at no additional cost to the County's General Fund. Motion carried.

#### 60-22

Motion by Schneider, supported by Zender, to authorize 911 Central Dispatch to fill one full-time Communications Specialist position (#232), pay grade 7, due to an anticipated resignation effective February 18, 2022, at no cost to the County's General Fund. Motion carried.

#### <u>61-22</u>

Motion by Zender, supported by Miller, pursuant to the recommendation of the American Rescue Plan Act Committee (ARPA) and in response to the impacts of the Covid-19 public health emergency, to approve and accept the grant award from Moonshot—Pathfinder Consulting for Pre-Data Collection services related to the proposed Broadband Development project, in the amount of \$9,725.00, and to authorize proceeding with this portion of the project. Motion carried.

#### <u>62-22</u>

Motion by Zender, supported by Jarvis, pursuant to the recommendation of the American Rescue Plan Act Committee (ARPA) and in response to the impacts of the Covid-19 public health emergency, to authorize the County Controller/Administrator to proceed with preparation of an RFP for the proposed Broadband Development project. Motion carried.

#### <u>63-22</u>

Motion by Schneider, supported by Miller, to approve the County's Audit Motion for disbursements dated February 25, 2022, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission Audit Motion for disbursements dated February 24, 2022 based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call Vote: Schneider, aye; Henning, aye; Jarvis, aye; Miller, aye; Warren, absent; Zender, aye; Roy, absent. 5 ayes, 2 absent. Motion carried.

Public Time - 7 people spoke during public time.

The Commissioners gave brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events.

#### <u>64-22</u>

Motion by Zender, supported by Jarvis, to approve the following work in the Community Mental Health Building: removal of old carpet and installation of new carpet in a portion of A-Wing and the installation of carpet in the B-Wing hallway and room B-123 at a cost not to exceed \$12,742.35 at no additional cost to the County General Fund. Motion Carried.

#### <u>65-22</u>

Motion by Zender, supported by Jarvis, to approve E 9-1-1 Dispatch to proceed with the security door system project to be paid from 911 millage account 482-325-977.000 at a cost not to exceed \$12,000.00 at no additional cost to the County General Fund. Motion Carried.

Vice-Chair Henning declared the meeting adjourned. 10:05 a.m.

Dyle Henning, Vice-Chair Board of Commissioners

Theresa M. Spencer, County Clerk Clerk of the Board

	Expiration Date		December 31, 2020			March 31 2022	March 31, 2022	March 31, 2022	March 31, 2022
	Length of Term	e filled	2-year term			3-year term	3-year term	3-year term	3-year term
Board Board		Vacant needing to be filled	Senior Programs Advisory Board Imlay City Center	2022	Mental Hoalth Samian S	Mental Hoolth Society 5	Mental Locith Services Board	Mental Health Services Board	
Name		Vacant			Catherine Bostick	Rick Warren	Wayne Strandberg	Mary Linn Voss	

LIST OF BOARD APPOINTMENTS BY EXPIRATION DATE Revised 3/7/2022



#### DATE: March 7, 2022

#### XX\_REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

#### TO: Lapeer County Board of Commissioners

#### FROM: Doreen Clark, Assistant to the Administrator

**SUMMARY OF REQUEST / INFORMATION:** The Board authorized a Wage Study in the amount not to exceed \$100,000 last August 12, 2021 in BOC Motion #283-21. Proposals were received from prospective vendors, and MGT Consulting was selected from the top contenders (Gallagher, McGrath, and MGT).

#### ADDITIONAL INFORMATION:

Cost Proposals: **Gallagher** - \$151,740 + additional fees for job descriptions over 120 @\$250-\$350 each; **McGrath** - \$74,950+travel expenses and additional fees for job descriptions over 120 @\$160 each); and **MGT** \$49,453.00.

**CONTACT PERSON(S):** Doreen Clark, Assistant to the Administrator

## **BACKGROUND INFORMATION:**

## SUPPORTING DOCUMENTS: Cost Proposals

#### **DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, pursuant to the previously approved BOC Motion #283-21 from August 12, 2021 authorizing a Wage Study, to enter into the official record, approval of the proposal from MGT Consulting for conducting a Comprehensive Job Evaluation Analysis, Classification and Compensation Study, at a cost of \$49,453.00, as attached.

## ATTACHMENTS: YES X or NO

## Cost Procossi

Our fees to conduct the classification and compensation study outlined above (including out-of-pocket expenses) are estimated to be \$151,740. The table below outlines the price per phase.

Phase	Fees
Phase 1: Project Initiation & Administration	\$5,600
	· · · · ·
Phase 2: Classification Study	\$38,670 Classification Study
	\$45,000 Job Descriptions
Phase 3: Compensation Study (includes Benefits Review)	\$49,570
i na mana ana ana ana ana ana ana ana ana	
Phase 4: Project Finalization & Reports	\$12,900

#### TOTAL COST (inclusive of all Tasks): \$151,740

\*Should the County request Gallagher to update/write more than 120 job descriptions, those services will be priced separately. Pricing would be \$250-\$350 per job description depending on the number of job descriptions and is in addition to the "Total Cost" identified above.

Our study costs are directly derived from estimating the number of hours needed to perform the work and the level of the consultant charged with performing the work. Gallagher typically bills on a monthly basis up to the maximum of each deliverable. Please note, as phases may sometimes run concurrently, a phase may not be completed at the time it is billed. All expenses are included in this quote.

Should the County wish to have on-site presentation days or meetings, the estimated cost would be \$5,000 per day.

The proposed pricing is inclusive of the deliverables detailed within our proposal. *Given the current environment, all meetings are projected to be completed remotely. In-person meetings are limited and available subject to stringent COVID-19 guidelines.* 



# mcGrath

## Cost Proposal

By submission of the proposal, McGrath Human Resources Group shows its intention to accept and contract with Lapeer County, Michigan. McGrath Human Resources sets project fees based on the total project. McGrath Human Resources sets project fees based on the total project. Therefore, the fees listed below include all consulting professional fees, administrative costs, excluding travel\*.

Comprehensive Job Evaluation, Analysis,	
Classification, and Compensation Study	(
Job Descriptions (120 documents x \$160 per document)	



#### Travel\*

Typically, travel is included in the total cost; however, since in-person site visits may not be desired, travel expenses will be billed separately – if incurred. This would be limited to air travel, mileage/car rental, hotel and dinner for a maximum of two (2) consultants. We prefer not to charge you for expenses that may not occur. At the time of the contract, we can establish a not-to-exceed amount for travel once we have identified the number of anticipated on-site visits.

#### **Terms of Payment**

Payment for the Project will be made in three (3) installments:

- \$ 5,000 upon completion of the signed contract;
- \$ 40,750 upon submission of the draft report; and
- \$ 10,000 and travel upon submission of the final report.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from November 24, 2021. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

#### **Optional Services**

In most compensation studies, there are areas that must be addressed that are not planned for. In the 21 years McGrath Consulting Group, Inc., has been in business, it has never increased the agreed upon price and will address these areas. In the event the work is so beyond the scope of the original project, the Consultant will work with the Count to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the Count has been approved.



## Cost Proposal

MGT proposes to complete the County's project for a total cost of \$49,543. Exhibit 3 details the cost by each work task in our work plan. This includes professional fees and other costs (travel, surveys, postage, etc., as applicable).

#### Exhibit 3. Proposed Cost by Task County of Lapeer Classification & Compensation Study PROPOSED PROJECT BUDGET

	Milestones and Tasks	Professional Hour <del>s</del>	MGT Fees	Travel Expenses	Other Expenses	Total Direct Expenses	GRAND TOTAL
1	Conduct Initial Meeting and Finalize Project	10	\$1,800	-	-	-	\$1,800
2	Develop and Implement a Communications Strategy: Hold Orientation Sessions	28	\$3,840	\$3.322	\$150	\$3,472	\$7,312
3	Review Existing Classification and Compensation System	20	\$2,700	•	*		\$2,700
4	Gather and Evaluate Current Organizational and Employee Job Data	40	\$5,200	-	\$1,500	\$1,500	\$6,700
5	Identify Relevant Recruitment Market(s)	3	\$440	-	-	-	\$440
6	Conduct Market Survey(s) & Benchmark	36	\$4,480	-	\$500	\$500	\$4,980
7	Revise and Prepare Job Descriptions as	132	\$14,460	-	-	•	\$14,460
8	Develop Classification and Compensation System: Present Report	48	\$6,540	\$1,217	\$250	\$1,467	\$8,007
9	Develop Implementation Strategies	21	\$3,055	. <b>-</b> .	-	-	\$3,055
0	Provide Ongoing Assistance	0	-	-	-	- /	-
	<b>GRAND TOTAL, Hours and Fees</b>	338	\$42,515	\$4,538	\$2,400	\$6,938	\$49,453



COUNTY OF LAPEER | NOVEMBER 24, 2021 COMPREHENSIVE JOB EVALUATION ANALYSIS, CLASSIFICATION, AND COMPENSATION STUDY

#### MASTER ENGAGEMENT AGREEMENT BY AND BETWEEN MGT OF AMERICA CONSULTING, LLC AND COUNTY OF LAPEER

THIS MASTER ENGAGEMENT AGREEMENT hereinafter referred to as the ("Agreement"), made and entered into as of the 26<sup>th</sup> of January, 2022, by and between MGT of America Consulting, LLC., hereinafter referred to as ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and County of Lapeer hereinafter referred to as ("County" and/or "Client"), with offices located at 255 Clay Street Lapeer, MI 48466, sets forth the parties' understanding pursuant to which MGT shall be engaged by Client.

#### I. SCOPE OF SERVICES

The Scope of Services of MGT's services hereunder (the "Services") shall be set out in Annex No. 1 to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by MGT, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT's fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

#### **II. STAFFING**

Lamont Browne shall serve as Executive-in-Charge and point of contact for MGT under this Agreement. MGT shall assign staff members to virtually perform all Services. Should any of the employees be unable to perform the Services, MGT may substitute another similarly qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). Any requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

#### **III. FEES AND DISBURSEMENTS**

MGT proposes a total cost of **Forty-Nine Thousand Four Hundred and Fifty-Four Dollars (\$49,454.00)** for the Services outlined in Annex No. 1. This all-inclusive fee for professional services is to be billed monthly as tasks/milestones are completed.

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.



#### **IV. TERM AND TERMINATION**

This Agreement shall be effective on the Effective Date and shall continue for a period of five months hereinafter referred to as the ("Initial Term"), unless otherwise terminated, expiring on the 1<sup>st</sup> of July 2022, hereinafter referred to as the ("Expiration Date"). At Client's option and if approved by MGT, the contract may be renewed for additional one-month periods. The Client will notify MGT each month of their intention to exercise this option, at which time compensation and scope can be determined and agreed upon by both Parties. Either party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other party (the "Termination Date"). In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V(3) below.

#### **V. GENERAL PROVISIONS**

#### 1) Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

#### 2) Delay

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

#### 3) General Indemnification

Client shall fully defend, indemnify and hold harmless MGT and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, what may be asserted by the Customer, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Customer's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability of any Indemnified Party.

MGT's indemnity obligation under this Paragraph is contingent upon the MGT seeking indemnity ("Indemnitee") to (i) promptly notify the Customer ("Indemnitor") of each claim; provided, however, that



the Indemnitee's failure to give prompt notice to the Indemnitor of any such claim shall not relieve the Indemnitor of any obligation under this Paragraph except and to the extent that such failure materially prejudices the Indemnitor's ability to defend against such claim; (ii) provide the Indemnitor with sole control over the defense and/or settlement thereof provided however, that Indemnitor shall not settle any claim that includes an admission of wrongdoing by the Indemnitee or otherwise adversely affects Indemnitee's interests without its prior consent; and (iii) at the Indemnitor's request and expense, provide full information and reasonable assistance to the Indemnitor with respect to such claim.

#### 4) Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- a) was at the time of receipt already in MGT's possession;
- b) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- c) was received from a third-party having the right to disclose it; or
- d) is required to be disclosed by law.

#### 5) Non-Solicitation

During the term of this Agreement, and for a period of two (2) years after the Termination thereof, neither party shall directly or indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve (12) months, by the other unless (a) the other party has given its prior written consent, or (b) the employee has terminated his or her position, or (c) notice of termination given to the employee. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

#### 6) Risk

Any analysis, projections, forecasts, or conclusions of Project relies on the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact the Client, accuracy of projections and or feasibility of services. Additional risks to the Client include but are not limited to changes to demand, competition, regulatory changes, as well as Acts of Disaster.



#### 7) Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

#### 8) Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

#### 9) Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF FLORIDA) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN HILLSBOROUGH COUNTY, FLORIDA AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

#### 10) Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to



resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in Tampa, Florida.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

#### 11) Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees.

#### 12) Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender,



sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

#### 13) Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

#### 14) Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

#### 15) Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

#### 16) Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

#### 17) Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the parties hereto have executed this Master Engagement Agreement as of the date of the last signature below.

#### AGREED TO AND ACCEPTED:

#### MGT OF AMERICA CONSULTING, LLC

Signed:

- By: <u>A Trey Traviesa</u>
- Title: Chairman and CEO
- FEIN: <u>81-0890071</u>
- Date: 02.08.22

#### 

**COUNTY OF LAPEER** 



#### ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT DATED AS OF 26<sup>th</sup> OF January, 2022

This Annex No. 1 hereinafter referred to as ("Annex") to the Master Engagement Agreement, hereinafter referred to as the ("Agreement"), by and between MGT of America Consulting, LLC., ("MGT"), and County of Lapeer ("Client"), sets forth the parties' understanding pursuant to which MGT shall provide the below-specified Services to Client.

[SECTION INTENTIONALLY LEFT BLANK]

.,•



#### DRAFT MOTIONS FROM THE March 3, 2022 Committee of the Whole Meeting

1. Motion by , supported by , pursuant to motion 51-22 of the February 24, 2022 Regular Board Meeting, giving the Committee of the Whole the authority to act, to enter into the official record the following action taken at the March 3, 2022 meeting of the Committee of the Whole:

"Motion by Schneider, supported by Zender, to approve the Canteen Service price increase for the Senior Program Meals, as described in the letter dated March 1, 2022; and further, to authorize the Chair/Vice-Chair to sign said acknowledgment. Motion carried."

Motion carried.

2. Motion by Warren, supported by Schneider, to recommend to the Full Board, to approve the purchase, not to exceed \$45,000.00, of Digital Budget book services with an initial set up fee and annual subscription to be paid from Fund 101-258-813.030, for the creation and updates of the County's Budget Book to be placed on the County website for transparency with the public. Sheriff McKenna gave a brief update regarding recent Department statistics.

Motion carried.

## DRAFT PERSONNEL MOTIONS FROM THE MARCH 3, 2022 PERSONNEL COMMITTEE MEETING

- 1. Motion by Miller, supported by Henning, to recommend to the Full Board to authorize the Drain Commissioner to fill one-full time Administrative Account Clerk position (#39) due to an anticipated retirement effective May 1, 2022, and any subsequent vacancy should an internal promotion occur, at no additional cost to the County's General Fund. Motion carried unanimously.
- 2. Motion by Henning, supported by Miller, to recommend to the Full Board to authorize the Health Department to fill the temporary Youth SYNAR Compliance Program position for the A.I.C.C. division, to be funded through the Region 10, and at no additional cost to the County's General Fund. Motion carried unanimously.
- 3. Motion by Henning, supported by Miller, to recommend to the Full Board to authorize the County Controller to post and fill the full-time Chief Animal Control Officer position (#403, pay grade 9), due to an anticipated retirement effective April 22, 2022, as well as any subsequent vacancy should an internal promotion occur, at no additional cost to the County's General Fund.

## PROPOSED DRAFT MOTIONS FROM THE MARCH 3, 2022 ARPA COMMITTEE MEETING

- 1. Motion by Henning, supported by Warren, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to accept the quote from Midwest Commercial Door & Hardware for security glass window and configuration in the County Administration Office, at a cost not to exceed \$2,500.00, to be paid through ARPA Fund 281 (expenditure category 1.7). Motion carried unanimously.
- 2. Motion by Henning, supported by Warren, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to accept the quote from Blue Water Roofing to replace the roof at the County Rental Building located at 264 Cedar Street, at a cost not to exceed \$11,500.00, to be paid through ARPA Fund 281 (expenditure category 6.1). Motion carried unanimously.
- 3. Motion by Warren, supported by Henning, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to accept the quotes from SureGuard Roofing & Maintenance for the replacement of the following roofs:

Pavilion on Suncrest Drive	\$ 3,400.00
County Garage/Maintenance Building	\$18,963.00
County/Maintenance Carport	\$17,982.00

to be paid through ARPA Fund 281 (expenditure category 1.7). Motion carried unanimously.

4. Motion by Warren, supported by Henning, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and BOC Motion 281-21, to accept the low quote from Brough Carpet and authorize the replacement of carpeting at the Rich Building (Health Administration, Environmental Health and MSUE areas), and the Jury Assembly Room in the Complex, at a cost not to exceed \$30,000.00, which includes removing old pad and carpeting and installing the new carpet, for the health and safety of the public and staff, to be paid from a combination of e-grams grant funding and Fund 281 (expenditure category 1.7). Motion carried unanimously.

Atlachment

## Estimate

Estimate #

298

Date

10/26/2021

"The key to your security"	
M MIDWEST COMMERCIAL D. DOOR & HARDWARE	U
LADOOK & HHRDWARE	and the second second

115 E. Capac Road Imlay City, MI 48444 810-721-1933 bryan@mwcc.biz

Bill To:	Ship To	*******
Lapeer County	Lapeer Administration	
	Project	
	Security Wall	

Description Qty Rate Total Ramco Fixed Frame Series 9000 Dark Bronze 67" Width x 54-1/2' Height 4.5 Frame 1 0.00T Laminated Glass 64-3/4" x 52-12" Clear w/ 1 Pass Thru and 1 Talk Thru DBL Layer İ 0.00Ť Shims, Miscellaneous Supplies & Faasteners 1 0.00T Labor: 1. Prep and fabricate aluminum storefront window. 2. Prep and install new laminated glass panel, seal in place. 3. Prep and install second glass layer for talk thru protection. 4. Caulk perimeter as needed. Scope & Budget Total \$1,936.99 + # 500 for counter reconfiguration Subtotal \$0.00 Accepted by: Sales Tax (6.0%) \$0.00 Proposal valid for 30 days. Total \$0.00



BLUE WATER ROOFING

Blue Water Roofing will properly perform the following tasks:

- 1. Install new shingles on buildings
- 2. take off old shingles
- 3. Clean up and haul away all roofing debris.

0.00% main building >15,900.00 0.00% storage building >19,00,00 0.00% out building > 3,900.00 0.00% house 11,500.00

> Blue Water will supply a 10 year warranty We are fully insured for Liability and Workers Compensation.

Blue Water Roofing, Inc.

2540 South Lakes Metamora, MI 48455

Phone (810) 245-1080 Fax (810) 245-1080

## proposal For material and labor lapeer maintenance jan 21 2022

Blue Water Roofing will provide Labor and Materials to properly install new touch down on building

#### Material List:

landmark pros 40 year shingle

2 rows ice and water

synthetic felt

new drip edge

new pipe covers

new vent a ridge

new can vents

1 1/4 nails

We will do the job presented for a cost of \$ on back sheet

For additional information please feel free to call or fax us anytime.

Date Acceptance

Thank you Greg Stuck

hartal

## SureGuard Roofing and Maintenance



#### Rich Bayley 264 Cedar Street Lapeer, Michigan 48446

#### Estimate #5661

From	SureGuard Roofing and Maintenance (248)364-4444 contactus@sureguardroofing.com www.sureguardroofing.com 650 S. Lapeer Rd. Oxford, MI 48371
Bill To	264 Cedar Street Lapeer, Michigan 48446
Sent On	01/24/2022
Job Title	SureGuard Roof Replacement (House)
Payment Terms	Due Upon Completion

12:(0)00(0)#/(S)=1;W(O)=	DESCRIPTION
Bathroom Exhaust Vent - SureInstallation (w/ Roof	1.) Disconnect Existing Duct Tube from Bathroom Fan Vent.
Replacement)	2.) Apply Spray Foam Between Drywall cutout and bathroom vent.
	3.) Clamp new Insulated Tube onto Bathroom Vent.
	4.) Install Duct Tape around connection to ensure air sealing.
	5.) Cut hole through roof to install roof vent.
	6.) Install Ice and Rain Shield around base of newly installed vent.
	7.) Clamp new Insulated Tube to newly installed roof vent.
	8.) Duct Tape Connection to ensure air sealing.
	9.) Secure tube to trussing as needed to ensure tube will not become disconnected.
Expiration	This Quote will expire on 2/28/2022, Due to Material increases without notice, we can not hold pricing on not excepted Quotes, I do not foresee any increases, please contact us at SureGuard if you want to accept and it is after 2/28/2022.
	Thank you,
	Tony Saferian/ President

Rick, I have quoted the roofs with Our 50 year Gold Warranty With GAF Armor Shield 2 Shingles. The First 25 years is Covered 100% by the shingle Manufacture GAF Corp. with no prorations or deductibles for the first 25 years as well as Transferable for 25 years as well. This would be the best system for these buildings. If you have any questions Please open the quote and Click on Change Reqest or you can accept the Quote by clicking on Accept. Please do not reply to this email, It is system generated and we will not receive it.

I have quoted these jobs as non-prevailing wage jobs and payments within 30 days.

Total

\$13,348.00

Atlachment

## SureGuard Roofing and Maintenance



Rich Bayley 1505 Suncrest Drive Lapeer, Michigan 48446

#### Estimate #5662

From	SureGuard Roofing and Maintenance (248)364-4444 contactus@sureguardroofing.com www.sureguardroofing.com 650 S. Lapeer Rd. Oxford, MI 48371
Bill To	1505 Suncrest Drive Lapeer, Michigan 48446

Sent On 01/24/2022

Job Title SureGuard Roof Replacement ( Pavilion)

Payment Terms Due Upon Completion

Total

\$3,400.00

Rick, I have quoted the roofs with Our 50 year Gold Warranty With GAF Armor Shield 2 Shingles. The First 25 years is Covered 100% by the shingle Manufacture GAF Corp. with no prorations or deductibles for the first 25 years as well as Transferable for 25 years as well. This would be the best system for these buildings. If you have any questions Please open the quote and Click on Change Reqest or you can accept the Quote by clicking on Accept. Please do not reply to this email, It is system generated and we will not receive it.

I have quoted these jobs as non-prevailing wage jobs and payments within 30 days.

Thank you,

Tony Saferian/ President

Any alteration or deviation from the above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Prices stated reflect a 10% discount if paid according to the contract agreement. A fee of 10% of the contract value will apply to any cancellations, plus any reasonable cost already incurred by SureGuard. No penalty will be incurred if the contract is canceled in writing within 72 hours of acceptance in writing. SureGuard is permitted to place a sign in the yard upon acceptance of the proposal.

By signing below, the above prices, specifications, and conditions are satisfactory and hereby accepted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **INDUSTRIAL, COMMERCIAL & RESIDENTIAL**



February 4<sup>th</sup>, 2022

Lapeer County 1505 Suncrest Dr. Lapeer, MI 48446

Attn: Rich

## Re: Lapeer County (Pavilion Tear Off)

#### Scope of Work:

- 1. Tear off existing shingles to bare wood
- 2. Install ice and water shield (valley's, gutter edge, & around roof penetrations)

DHS Pavilion

- 3. Install synthetic felt
- 4. Install aluminum 1 1/2" face drip edge
- 5. Install Certainteed shingles
- 6. Install Certainteed Hip & ridge cap
- 7. Install aluminum slant back roof vents
- 8. Flash and seal all roof penetrations
- 9. 5-year warranty on labor
- 10. 100% clean up and removal of all job related debris

#### Add's:

1. Any wood deck replacement will be at a cost of \$3.50 per sq.ft.

Thank you,

Mitch Mueller / Zimmer Roofing

## SureGuard Roofing and Maintenance



Rich Bayley 2384 West Genesee Street Lapeer, Michigan 48446

Estimate	#5660	G	shop Com maint	nge RIda
From	SureGua	rd Roo	fing and Main	tenance
	(248)364-	4444		
	contactus	@sureg	uardroofing.com	n

www.sureguardroofing.com 650 S. Lapeer Rd. Oxford, MI 48371 Bill To 2384 West Genesee Street

Lapeer, Michigan 48446

Sent On 01/24/2022

Job Title SureGuard Roof Replacement (Maintenance Building)

Payment Terms Due Upon Completion

Total

\$18,963.00

Rick, I have quoted the roofs with Our 50 year Gold Warranty With GAF Armor Shield 2 Shingles. The First 25 years is Covered 100% by the shingle Manufacture GAF Corp. with no prorations or deductibles for the first 25 years as well as Transferable for 25 years as well. This would be the best system for these buildings. If you have any questions Please open the quote and Click on Change Reqest or you can accept the Quote by clicking on Accept. Please do not reply to this email, It is system generated and we will not receive it.

I have quoted these jobs as non-prevailing wage jobs and payments within 30 days.

Thank you,

Tony Saferian/ President

Any alteration or deviation from the above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Prices stated reflect a 10% discount if paid according to the contract agreement. A fee of 10% of the contract value will apply to any cancellations, plus any reasonable cost already incurred by SureGuard. No penalty will be incurred if the contract is canceled in writing within 72 hours of acceptance in writing. SureGuard is permitted to place a sign in the yard upon acceptance of the proposal.

By signing below, the above prices, specifications, and conditions are satisfactory and hereby accepted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### 

## **INDUSTRIAL, COMMERCIAL & RESIDENTIAL**

February 4th, 2022



Lapeer County 2384 W. Genesee St. Lapeer, MI 48446

Shop Garage

Re: Lapeer County (Tear Off)

Scope of Work:

- 1. Tear off existing shingles to bare wood
- 2. Install ice and water shield (valley's, gutter edge, & around roof penetrations)
- 3. Install synthetic felt
- 4. Install aluminum 1 1/2" face drip edge
- 5. Install Certainteed shingles
- 6. Install Certainteed Hip & ridge cap
- 7. Install shingle vent II ridge vent
- 8. Flash and seal all roof penetrations
- 9. 5-year warranty on labor
- 10. 100% clean up and removal of all job related debris

#### Add's:

1. Any wood deck replacement will be at a cost of \$3.50 per sq.ft.

Thank you,

Mitch Mueller / Zimmer Roofing

## SureGuard Roofing and Maintenance



Rich Bayley 2384 West Genesee Street Lapeer, Michigan 48446

Al Gurage

Estimate #5663

Carport

From SureGuard Roofing and Maintenance (248)364-4444 contactus@sureguardrooling.com www.sureguardroofing.com 650 S. Lapeer Rd. Oxford, MI 48371

Bill To 2384 West Genesee Street Lapeer, Michigan 48446

Sent On 01/24/2022

Job Title SureGuard Roof Replacement (Carport Building)

Payment Terms Due Upon Completion

Total

\$17,982.00

Any alteration or deviation from the above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Prices stated reflect a 10% discount if paid according to the contract agreement. A fee of 10% of the contract value will apply to any cancellations, plus any reasonable cost already incurred by SureGuard. No penalty will be incurred if the contract is canceled in writing within 72 hours of acceptance in writing. SureGuard is permitted to place a sign in the yard upon acceptance of the proposal.

By signing below, the above prices, specifications, and conditions are satisfactory and hereby accepted.

Signature: \_\_\_\_\_ D

Date:

## ZIMMER ROOFING & CONSTRUCTION

## **INDUSTRIAL, COMMERCIAL & RESIDENTIAL**

February 4<sup>th</sup>, 2022

Lapeer County 2384 W. Genesee St. Lapeer, MI 48446

(garage

N Attn: Rich

## Re: Lapeer County (Car Port Tear Off)

Scope of Work:

- 1. Tear off existing shingles to bare wood
- 2. Install ice and water shield (valley's, gutter edge, & around roof penetrations)
- 3. Install synthetic felt
- 4. Install aluminum 1 1/2" face drip edge
- 5. Install Certainteed shingles
- 6. Install Certainteed Hip & ridge cap
- 7. Install aluminum slant back roof vents
- 8. Flash and seal all roof penetrations
- 9. 5-year warranty on labor
- 10. 100% clean up and removal of all job related debris

#### Add's:

1. Any wood deck replacement will be at a cost of \$3.50 per sq.ft.

Thank you,

Mitch Mueller / Zimmer Roofing





Carpet Laminate Hardwood Vinyl

Lapeer 2080 N Lapeer Road lapeer MI, 48446 Phone: (810) 667-4292 Fax: (810) 667-3150 BroughCarpets.com

# Customer Information Service Site Details Customer Name: Lapeer County Building And Maintenance Contact Name: Lapeer County Building And Maintenance Address: 255 Clay Street, Lapeer, MI 48446-2205 Address: 255 Clay Street, Lapeer, MI 48446-2205 Email: bwoodfield@lapeercounty.org Email: bwoodfield@lapeercounty.org Cell Phone: (810) 441-0507 Cell Phone: (810) 441-0507

	Item	Description/Area	:	Amou	nt
X	Environmental Health		• • •		···· ·
	Breaking News	Manufacturer: Mohawk / Style: Breaking News / Color: 989 total access			
	GLUE DOWN CARPET				
	take up	take up carpet and pad			
	- 	Manufacturer: Misc / Style: Roppe Cove			•
	Mapei	Manufacturer: Misc / Style: Cove base adheasive			·
	Мареі	Manufacturer: Misc / Style: Ultrabond ECO 399			
	Prep	· · ·			
	Vinyl base			-	· · ·
		Su	ibtotal		\$8,862.79
			Total	\$	\$8,862.79



Grand Total

\$8,862.79

Sales Rep.: Dave Brough



Carpet Laminate Hardwood Vinyl

#### Quote Number: 11020

Date: 2/7/2022

Lapeer 2080 N Lapeer Road lapeer MI, 48446 Phone: (810) 667-4292 Fax: (810) 667-3150 BroughCarpets.com

		Sales Rep.: Dave Brough
Customer Information	Service Site Details	
Customer Name: Lapeer County Building And Maintenance Address: 255 Clay Street, Lapeer, MI 48446-2205 Email: bwoodfield@lapeercounty.org Cell Phone: (810) 441-0507	Contact Name: Lapeer County Address: 255 Clay Street, Lap Emaii: bwoodfield@lapeercoun Cell Phone: (810) 441-0507	eer, MI 48446-2205

	Description/Area	i B	lmount
* Administration	and the second	• • • • • • • • •	* **
Breaking news	Manufacturer: Mohawk / Style: Breaking News / Color: 989 total access		
GLUE DOWN CARPET	r		
take up	take up carpet and pad		
vinyl base	Manufacturer: Misc / Style: Roppe Cove		
Mapei	Manufacturer: Nisc / Style: Cove base adheasive		
Mapei	Manufacturer: Misc / Style: Ultrabond ECO 399		
Prep			*
Vinyl base			
		Subtotal	\$6,731,40
		Total	\$6,731 <i>.</i> 40
		Grand Total	\$6,731.40

Funded by E-Grams Grant

.



Carpet Laminate Hardwood Vinyl



Date: 2/7/2022

Lapeer 2080 N Lapeer Road lapeer MI, 48446 Phone: (810) 667-4292 Fax: (810) 667-3150 BroughCarpets.com

# Sales Rep.: Dave Brough Customer Information Service Site Details Customer Name: Lapeer County Building And Maintenance Contact Name: Lapeer County Building And Maintenance Address: 255 Clay Street, Lapeer, MI 48446-2205 Address: 255 Clay Street, Lapeer, MI 48446-2205 Email: bwoodfield@lapeercounty.org Email: bwoodfield@lapeercounty.org Cell Phone: (810) 441-0507 Cell Phone: (810) 441-0507

Item Description/Area Amount Jury Room - Complex Breaking news Manufacturer: Mohawk / Style: Breaking News / Color: 989 total access GLUE DOWN CARPET take up take up carpet and pad Manufacturer: Misc / Style: Roppe Cove Cove base Mapei Manufacturer: Misc / Style: Ultrabond ECO 399 Prep Vinyl base Mapei Manufacturer: Misc / Style: Cove base adheasive \$3,581.46 Subtotal Total \$3,581.46 Grand Total \$3,581.46

Funded by ARPA Category

	Carpet Laminate Hardwood	ad Vingl		Quote Number: 11018
				Date: 2/7/2022
	Lapeer			
	2080 N Lapeer Road			
	lapeer MI, 48446			
	Phone: (810) 667-4292			
	Fax: (810) 667-3150			
	BroughCarpets.com			
				Sales Rep.: Dave Brough
	Customer Information		Service Site Details	
	Customer Name: Lapeer Co Address: 255 Clay Street, L Email: bwoodñeld@lapeerco		Contact Name: Lapeer County Address: 255 Clay Street, Lap Email: byroodfield@lapeercour	eer, MI 48446-2205
	Cell Phone: (810) 441-0507		Cell Phone: (810) 441-0507	1.9.01 <u>9</u>
				• .
	Item	Description/Area		<b>4</b>
ı.j		beschpusidingen		Amount
A	MSU Extension			
	Breaking news	Manufacturer: Mohawk / Style: Breaking	News / Color: 989 lotal access	
	GLUE DOWN CARPET			
	vinyi base	Manufacturer: Misc / Style: Roppe Cove		
	Vinyl base			

 GLUE DOWN CARPET

 vinyl base
 Manufacturer: Misc / Style: Roppe Cove

 Vinyl base

 Mapei
 Manufacturer: Misc / Style: Ultrabond ECO 339

 Mapei
 Manufacturer: Misc / Style: Cove base adheasive

 Prep

 take up
 take up carpet and pad

 Subtotal
 \$10,746.25

 Total
 \$10,746.25



To: County of Lapeer     810-733-0290     219/2022       Attn: Ben     Courthouse Building     Lapeer, Mi       We hereby submit specifications and estimates for:     Materials and labor to install carpet tile and vinyl base in the meeting room shown on 02-07-2022       Carpet Tiles Installed: Breaking News "Total Access"     117.33 sy @ \$24.59 = \$2,885.00       Tear out existing carpet     117.33 sy @ \$2.50 = \$2,93.00       Minor prep     \$550.00       4" vinyl base (Color TBD)     140 If @ \$1.75 = \$245.00	Skaff	<b>carpet &amp; furniture</b> warehouse & show 5301 Hill-23 Dr Flint, Michigan 485 (810) 767-1380 (810) 232-3953		Pro	pos	581
Attn: Ben       Meeting Room       Jury       fiscular         We hereby submit specifications and estimates for:       Materials and labor to install carpet tile and vinyl base in the meeting room shown on 02-07-2022         Carpet Tiles Installed: Breaking News "Total Access"       117.33 sy @ \$24.59 = \$2,885.00         Tear out existing carpet       117.33 sy @ \$2.50 = \$293.00         Minor prep       \$250.00         4" vinyl base (Color TBD)       140 If @ \$ 1.75 = \$245.00         Payment to be made as follows:       Net 30         rofessional manner according to standard practices. Any alteration or levels on forom above specifications involving extra costs will be executed in symmet. Our workers are fully covered by Worker's Compensation.       Authorized         Authorized signature       Signature       This proposal my be withdrawn by us if not ordered by Feb 25th, 2022         Acceptance of Proposal       he above prices, specifications and conflions are satisfactory not are authorized to do the work as peaffications and above.       Signature       Signature	To: County of Langer	(010) 202-0000	810-7	33-0290		Date 2/9/2022
Lapeer, Mi         We hereby submit specifications and estimates for:       Materials and labor to install carpet tile and vinyl base in the meeting room shown on 02-07-2022         Carpet Tiles Installed: Breaking News "Total Access"       117.33 sy @ \$24.59 = \$2,885.00         Tear out existing carpet       117.33 sy @ \$2.50 = \$293.00         Minor prep       117.33 sy @ \$2.50 = \$293.00         4" vinyl base (Color TBD)       140 If @ \$ 1.75 = \$245.00         Payment to be made as follows:       Net 30         rofessional manner according to standard practices. Any alteration or teviation from above specifications involving extra cats will be executed above he estimate. All agreements contingent upon stilkes, accidents or delays insurance. Our workers are fully covered by Worker's Compensation.       Authorized Signature         Acceptance of Proposal       Na estifications and conditions are satisfactory na are hered to do the work as peoffed. Payment will be made as outlined above.       Signature			Meeti	-		Assembly
meeting room shown on 02-07-2022         Carpet Tiles Installed: Breaking News "Total Access"         Tear out existing carpet         Minor prep         4" vinyl base (Color TBD)         140 If @ \$ 1.75 = \$245.00         Yearnet to be made as follows:         Net 30         Payment to be made as follows:         Net 30         rofessional manner according to standard practices. Any alteration or levidinon from above specifications involving extra costs will be executed inty upon written orders, and will become an extra charge over and above to estimate. All agreements contingent upon strikes, accidents or delays sevend our control, ower to carly fing. tornado, and other necessary surance. Our workers are fully covered by Worker's Compensation.         Acceptance of Proposal         he above prices, specifications and conditions are satisfactory not are entrolized to do the work as peelliced. Payment will be made as outlined above.						
Tear out existing carpet       117.33 sy @ \$ 2.50 = \$293.00         Minor prep       \$550.00         4" vinyl base (Color TBD)       140 H @ \$ 1.75 = \$245.00         Total \$3,973.00         Payment to be made as follows: Net 30         Payment to be made as follows: Net 30         Yordessional manner according to standard practices. Any alteration or leviation from above specifications involving extra costs will be executed mily upon written orders, and will become an extra charge over and above he estimate. All agreements confingent upon strikes, accidents or delays report our control. Owner to carry fire, tomado, and other necessary resurance. Our workers are fully covered by Worker's Compensation.       Authorized Signature       Mick Carter         Acceptance of Proposal         he above prices, specifications and conditions are satisfactory na are hereby accepted. You are authorized to do the work as pecificed. Payment will be made as outlined above.	We hereby submit specifications and meeting room shown on 02-07-2022	estimates for: Mat	erials and labor to	o install carpet	tile and viny	I base in the
Total       \$3,973.00         Payment to be made as follows:       Net 30         rofessional manner according to standard practices. Any alteration or leviation from above specifications involving extra costs will be executed inform above specifications involving extra costs will be executed signature       Authorized       Nick Carter         Nick Corter       Signature       Nick Corter         Acceptance of Proposal       Acceptance of Proposal       No the work as pecifications and conditions are satisfactory are hereby accepted. You are authorized to do the work as pecified. Payment will be made as outlined above.       Signature	Tear out existing carpet Minor prep	ews "Total Access"		117.33 sy @	\$ 2.50 =	\$293.00 \$550.00
Payment to be made as follows:       Net 30         professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed mly upon written orders, and will become an extra charge over and above he estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary nsurance. Our workers are fully covered by Worker's Compensation.       Authorized Signature       Nick Carter         Acceptance of Proposal       This proposal my be withdrawn by us if not ordered by Feb 25th, 2022       ordered by Feb 25th, 2022         Acceptance of Proposal       Signature       Signature         The above prices, specifications and conditions are satisfactory nd are hereby accepted. You are authorized to do the work as pecified. Payment will be made as outlined above.       Signature						
Authorized Signature				Total		\$3,973.00
Authorized Signature Authorized Signature Authorized Signature Authorized Signature Authorized Signature Authorized Signature Authorized Signature Nick Carter Nick Carter Nick Carter Nick Carter Nick Carter Signature Nick Carter Signature Signature Signature Signature Signature Signature Signature Nick Carter Signature Nick Carter Signature	Payment to be made as follows:	Net 30				
revolution       Owner to carry fire, tomado, and other necessary       This proposal my be withdrawn by us if not ordered by Feb 25th, 2022         Acceptance of Proposal       Acceptance of Proposal         the above prices, specifications and conditions are satisfactory       Signature         pecified. Payment will be made as outlined above.       Signature	leviation from above specifications involving ex nly upon written orders, and will become an ex	tra costs will be executed tra charge over and above	Signature	N	ick Cart	er
he above prices, specifications and conditions are satisfactory nd are hereby accepted. You are authorized to do the work as pecified. Payment will be made as outlined above. Signature	ne esumate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary nsurance. Our workers are fully covered by Worker's Compensation.				-	y us if not
nd are hereby accepted. You are authorized to do the work as pecified. Payment will be made as outlined above. Signature	Acceptance of Proposal					
Date of Acceptance	nd are hereby accepted. You are authorized	to do the work as	Signatu	ire	194-1111 Al-1-19-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
	Date of Acceptance					

Skaff	carpet & furniture warehouse & show 5301 Hill-23 Dr Flint, Michigan 485 (810) 767-1380 (810) 232-3953	wrooms 07	Pro	pos	nterinande andre in de angelegen Andre andre in de angelegen
			733-0290		<sup>Date</sup> 2/9/2022
To: County of Lapeer		Faxt		<u></u>	
		Job Name/Location			
Attn: Ben		1800	Imlay City	Road	
		Lape	er, MI		
We hereby submit specifications and e areas described below.	estimates for: Mai	terials and labor	to install carp	et tile and viny	I base in the
EH Department:					••••
Carpet Tiles Installed: Breaking Nev Tear out existing carpet	ws "Total Access"		246 sy @ 246 sy @	\$24.59 = \$ 2.50 =	\$6,049.00 \$615.00
Minor prep 4" vinyl base (Color TBD)			360 lf @	\$ 1.75 =	\$1,010.00 <u>\$630.00</u>
*Customer to haul away existing car	pet*				
				Total	\$8,300.00
Payment to be made as follows:	Net 30				
professional manner according to standard pract deviation from above specifications involving extr only upon written orders, and will become an extr he estimate. All agreements contingent upon st	a costs will be executed a charge over and above rikes, accidents or delays	Authorized Signature	,	Nick Cart	
beyond our control. Owner to carry fire, tomado, and other necessary       This proposal my be withdrawn by us if n         nsurance. Our workers are fully covered by Worker's Compensation.       ordered by Feb 25th, 2022					
Acceptance of Proposal					
he above prices, specifications and conditions and are hereby accepted. You are authorized to pecified. Payment will be made as outlined abo	to do the work as	Signat	ure		
Date of Acceptance					

SK811	<b>carpet &amp; furniture warehouse &amp; show</b> 5301 Hill-23 Dr Flint, Michigan 4850 (810) 767-1380 (810) 232-3953	7	Pro	pog	Read and the construction of the second s
To: County of Lapeer		hone 810-7 ax≢	733-0290		Date 2/9/2022
for county of Lapeer	Ji	b Name/Location			
Attn: Ben			Imlay City er, MI	Road	
We hereby submit specifications and es areas described below.	stimates for: Mate	rials and labor	to install carpe	et tile and viny	I base in the
<u>MSU Areas:</u> Carpet Tiles Installed: Breaking New Tear out existing carpet Minor prep 4" vinyl base (Color TBD)	s "Total Access"		320 sy @ 320 sy @ 500 If @ Sub Total	\$24.59 = \$ 2.50 = \$ 1.75 =	\$7,868.00 \$800.00 \$1,400.00 <u>\$875.00</u> \$10,943.00
Add Marketing/Storage Room			Storage Rm	Total	<u>\$967.00</u>
Customer to haul away existing carp	et*			Total	£44.040.00
Payment to be made as follows: N	et 30			Total	\$11,910.00
ofessional manner according to standard practice wation from above specifications involving extra ly upon written orders, and will become an extra e estimate. All agreements contingent upon strik yond our control. Owner to carry fire, tornado, ar urance. Our workers are fully covered by Worke	costs will be executed charge over and above ies, accidents or delays nd other necessary	Authorized Signature	This proposal my		
Acceptance of Proposal	ers compensation.	<u></u>	ordered by Feb 2	25th, 2022	
e above prices, specifications and conditions d are hereby accepted. You are authorized to ecified. Payment will be made as outlined above	do the work as	Signatu	ıre		
Date of Acceptance					

Skaff	carpet & furniture warehouse & show 5301 Hill-23 Dr Flint, Michigan 485 (810) 767-1380 (810) 232-3953	wrooms 07	Pro	pos	nen mit samme for hele sind state of the section of the
		Phone 810-7	733-0290		Date 2/15/2022
To: County of Lapeer		Fax#	<u></u>		
		Job Name/Location			
Attn: Ben		1800	Imlay City	Road	
		Lape	er, MI		
We hereby submit specifications and areas described below.	estimates for: Mai	terials and labor	to install carp	et tile and viny	I base in the
Administration Department:					
Carpet Tiles Installed: Breaking Ne Tear out existing carpet	ws "Total Access"		203 sy @ 203 sy @	\$24.59 = \$ 2.50 =	\$4,991.00 \$507.00
Minor prep 4" vinyl base (Color TBD)			360 IF @	\$ 1.75 =	\$850.00 <u>\$630.00</u>
*Customer to haul away existing car	'ne <b>f</b> *				
	Pot			Total	£0.070.00
Payment to be made as follows:	Net 30			Total	\$6,978.00
professional manner according to standard pract deviation from above specifications involving ext only upon written orders, and will become an ext the estimate. All agreements contingent upon st beyond our control. Owner to carry fire, tomado, nsurance. Our workers are fully covered by Wo	ra costs will be executed ra charge over and above trikes, accidents or delays , and other necessary	Authorized Signature		Vick Cart	
Acceptance of Proposal					
The above prices, specifications and condition and are hereby accepted. You are authorized pecified. Payment will be made as outlined abo	to do the work as	Signati	ure		
Date of Acceptance					