



**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

March 24, 2022

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
- ◆ March 10, 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.

(Additional items)

2.

3.

4.

DRAFT MOTIONS

- ◆ Committee of the Whole Meeting (03-17-2022) (attached)
- ◆ Personnel Committee (03-17-2022) (attached)
- ◆ Properties Committee (03-17-2022) (attached)
- ◆ American Rescue Plan Act Committee (ARPA) (03-10-2022) (attached)

AD HOC COMMITTEE UPDATES- If needed

FISCAL PLANNING/BUDGETING DISCUSSION - If needed

AUDIT MOTIONS

- ◆ **County Audit Motion**
For disbursements dated March 25, 2022
- ◆ **Road Commissioner's Audit Motion**
For disbursements dated March 24, 2022

PUBLIC TIME - Citizens Comments, etc.

COMMISSIONER REPORTS

CLOSED SESSION - If needed.

RECESS/ADJOURN

LAPEER COUNTY BOARD OF COMMISSIONERS**March 10, 2022****9:00 A.M.**

Vice-Chair Henning called the meeting to order at 9:00 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Miller opened the meeting with prayer. The Pledge of Allegiance was recited.

Present:	Brenden Miller	District #1
	Dyle Henning	District #3
	Linda M. Jarvis	District #6
	Rick Warren	District #5
	Bryan Zender	District #7

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

Absent:	Gary Roy	District #2
	Lenny Schneider	District #4

AGENDA

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

66-22

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

67-22

Motion by Warren, supported by Jarvis, to approve the February 24, 2022 Regular Board Meeting minutes, as presented. Motion carried.

ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

Jeff Satkowski, Central Dispatch System Administrator noted that Michele Morell has been promoted to Supervisor.

Sheriff McKenna spoke regarding the recent events.

Emil Joseph III, Friend of the Court gave a brief update regarding his department.

Lauren Emmons, C.E.O., Community Mental Health gave a brief update regarding his department.

PUBLIC TIME – 4 people spoke during public time.

Mental Health Services Board**68-22**

Motion by Warren, supported by Zender, to re-appoint Catherine Bostick, Rick Warren, and Mary Linn Voss and to appoint Jerry B. Webb Jr. to serve on the Mental Health Services Board for a three-year term ending March 31, 2025. Motion carried.

Lengthy discussion regarding staff retention payment for Community Mental Health followed.

69-22

Motion by Warren, supported by Zender, to amend motion #193-21 of the June 3, 2021 Regular Board Meeting:

"193-21

Motion by Schneider, supported by Zender, to approve all wage passthrough provisions that are fully funded through the Community Mental Health contract with the Region 10 Prepaid Inpatient Health Plan (PIHP), at no cost to the County General Fund. Motion carried."

to clarify that the intention of the motion which was not to be open ended, and to add an ending date of September 30, 2021, regarding wage pass through provisions contained therein. Motion carried.

70-22

Motion by Miller, supported by Zender, to reject any additional Funds regarding one-time and additional stipends until the completion of county wage study. (No action taken). The motion was amended as follows: to table this motion until the March 17, 2022 Committee of the Whole Meeting, with authority to act. Motion carried.

71-22

Motion by Zender, supported by Warren, pursuant to the previously approved Board of Commissioners Motion #283-21, from the August 12, 2021 Regular Board Meeting, 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 submitted; and further, to authorize the Chair/Vice-Chair to sign said agreement. Motion carried.

72-22

Motion by Warren, supported by Zender, 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.

73-22

Motion by Warren, supported by Zender, 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. Motion carried.

74-22

Motion by Miller, supported by Zender, 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.

75-22

Motion by Miller, supported by Zender, to authorize the Health Department to fill the temporary Youth SYNAR Compliance Program position for the Alcohol Information and Counseling Center (AICC) division, to be funded through the Region 10, and at no additional cost to the County's General Fund. Motion carried.

76-22

Motion by Miller, supported by Warren, 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. Motion carried.

77-22

Motion by Zender, supported by Warren, 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 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.

78-22

Motion by Zender, supported by Warren, 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 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.

79-22

Motion by Zender, supported by Warren, 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 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.

80-22

Motion by Zender, supported by Warren, pursuant to the recommendation of the American Rescue Plan Act Committee (ARPA) and Board of Commissioners 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-grants grant funding and Fund 281 (expenditure category 1.7). Motion carried.

81-22

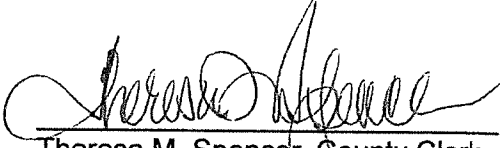
Motion by Warren, supported by Zender, to approve the County's Audit Motion for disbursements dated March 11, 2022, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission Audit Motion for disbursements dated March 10, 2022 based upon the signatures of the Road Commission Chairman and Finance Director. Motion carried.

Public Time – 1 person 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.

Vice-Chair Henning declared the meeting adjourned. 10:43 a.m.

Dyle Henning, Vice-Chair
Board of Commissioners



Theresa M. Spencer, County Clerk
Clerk of the Board

**DRAFT MOTIONS FROM THE
March 17, 2022
Committee of the Whole Meeting**

1. Motion by Jarvis, supported by Warren, to recommend to the Full Board, to accept the Fiscal Year 2022 Round 1 Valley Area Agency on Aging (VAAA) Contract Amendment, at no additional cost to the County General Fund; and further, to authorize the Chair/Vice-Chair to sign said Amendment. Motion carried.
2. Motion by Warren, supported by Jarvis, to recommend to the Full Board, to approve the software update for the Jail LiveScan machine, at a cost of \$2,934.00 to comply with Windows-10, to be paid from line item 266-351-944.000. Motion carried.
3. Motion by Warren, supported by Schneider, to recommend to the Full Board, to authorize payment to Attorney Howard L. Shifman P.C., in the amount of \$34.50, for labor related legal services rendered through February 28, 2022, to be paid from line item 101-210-801.020. Motion carried.
4. Motion by Zender, supported by Warren, to recommend to the Full Board, to authorize a Region 10 wage pass-through stipend payment in the amount of \$2,000.00 to those eligible Community Mental Health and Alcohol Information and Counseling Center (AICC) employees no-later-than August 31, 2022 who are actively on payroll as of August 1, 2022, and at no cost to the County's General Fund; and further, that all employees no receiving wage pass-through funding by November 1, 2022, will receive a County issued stipend by November 18, 2022 at an amount and funding source to be determined by the Board of Commissioners. Motion carried.
5. Motion by Zender, supported by Warren, to recommend to the Full Board, to enact a Policy, effective immediately, that any wage pass-through funding must be fully funded and each provision must be approved by the Board of Commissioners. Motion carried.
6. Motion by Jarvis, supported by Warren, to recommend to the Full Board, pursuant to the previously approve Board of Commissioners motion #73-22 from March 10, 2022 authorizing the purchase of digital budget book service, approve of the quote from Open Gov, at a cost of \$39,973.89, as submitted; and further, to authorize the County Controller/Administrator to sign any necessary documents related to this purchase. Motion carried.

DRAFT PERSONNEL MOTIONS
FROM THE
MARCH 17, 2022
PERSONNEL COMMITTEE MEETING

1. Motion by Warren, supported by Henning, to recommend to the Full Board to approve the "cap" for the seasonal County Park Lifeguard and Pool Attendant positions to a total of \$2.00 per hour regardless of the number of years the Park employees return for employment. Motion carried unanimously.

2. Motion by Warren, supported by Henning, to recommend to the Full Board to adopt the updated Pay Scale for annual seasonal Lifeguard and Pool Attendant positions beginning FY 2022, as attached, which shall remain in effect until such time as the wage scale is amended and approved by the Board, to be paid from budgeted funds in the Parks 208 Fund, and at no increase to the County's General Fund. Motion carried unanimously.

[illegible]

DRAFT PROPOSED MOTIONS
FROM THE
March 17, 2022
PROPERTIES COMMITTEE MEETING

- 1. Motion by Jarvis, supported by Bishop, to recommend to the Full Board, to approve the purchase of 4 Lenovo ThinkStation P340 for Harmony Hall to use in the work ordered day media lab program at a cost not to exceed \$5377.28 and at no additional cost to the County General Fund. Motion Carried.**
- 2. Motion by Warren, supported by Jarvis, to recommend to the Full Board, to approve Buildings & Grounds request to sell items no longer needed or used by various County Departments at public auction at no additional cost to the County General Fund. Motion Carried.**
- 3. Motion by Jarvis, supported by Warren, to recommend to the Full Board, to approve Parks request to increase the cleaning fee at Forest Hall from \$25.00 to \$100.00 at no additional cost to the County General Fund. Motion carried.**
- 4. Motion by Warren, supported by Jarvis to approve Buildings & Grounds request to enter into an agreement with the DNR for a \$47,000.00 grant to repair a culvert on the Polly Ann Trail to be refunded after project completion and further to allow the Lapeer County Road Commission to carry out said repairs at no additional cost to the County General Fund. Motion carried.**
- 5. Motion by Jarvis, supported by Warren to approve Administrations request to allow the Lapeer Chamber of Commerce and Downtown Development Authority to take over the responsibility and payments incurred with maintaining the power at the Historic Courthouse pavilion at no additional cost to the County General Fund. Motion carried.**

PROPOSED DRAFT MOTIONS
FROM THE
MARCH 10, 2022
ARPA COMMITTEE MEETING

1. Motion by Warren, supported by Bishop, 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 Chapman's Sports Center for the purchase of a 2022 Lund 21' Marine Patrol boat, in the amount of \$54,385.08, to be paid through the ARPA Fund 281 (expenditure category 6.1). Motion carried.
2. 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 authorize Brough Carpet to move furniture related to the previously approved replacement of carpeting in areas at the Rich Building and the Jury Assembly Room in the Complex, at a cost not to exceed \$3,606.31, to be paid from a combination of e-grams grant funding and Fund 281 (expenditure category 1.7). Motion carried unanimously.
3. 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 authorize Rowe Engineering and Construction Testing Services to provide soil borings for the parking lots at the Health Department, Harmony Hall and the CMH carport area at a cost not to exceed \$14,200.00, to be paid from Fund 281 (expenditure category 1.7). Motion carried unanimously.
4. 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 authorize Rowe Engineering and Construction Testing Services to provide soil borings for the parking lots at the Animal Control and Public Safety lot, at a cost not to exceed \$17,000.00, to be paid from Fund 281 (expenditure category 1.7). Motion carried unanimously.
5. 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 authorize an additional \$2,500.00 contingency for plywood replacement if necessary related to the replacement roof of the rental house roof project, to be paid from Fund 281 (expenditure category 1.7). Motion carried unanimously.

CHAPMAN'S SPORTS CENTER, INC.

5605 DAVISON RD. LAPEER, MI

PHONE: 810.653.0490 FAX: 810.653.7413

WWW.CHAPMANSPORTS.COM

SALES PERSON:

DATE:

NAME:

ADDRESS:

CITY, STATE, ZIP:

PHONE:

HOME:

CELL:

D.L. #

D.O.B.:

EMAIL:

BOAT PACKAGE HAS THE FOLLOWING OPTIONS:

SS PROP

ANALOG GAUGES

MECHANICAL ENGINE CONTROL

3 RD SEAT

4 STEP TRANOM LADDER

SPORT TOP

LOWRANCE HDS 12

2 START BATTERIES

BATTERY SELECTOR SW.

YEAR:

MAKE:

MODEL:

COLOR:

HIN:

MOTOR:

SERIAL #

MOTOR:

SERIAL #

TRAILER:

VIN:

FREIGHT:

PREP:

PKG/ACC TOTAL:

TRADE-IN:

TAXABLE TOTAL:

SALES TAX:

TRADE / PAY-OFF:

REGISTRATION:

SUB TOTAL:

REBATE:

CREDIT:

TOTAL SALE:

SALES DEPOSIT:

BALANCE DUE:

NEW BOAT

BOAT COST:

MOTOR COST:

MOTOR COST:

TRAILER COST:

TRADE - IN

BOAT:

MOTOR:

MOTOR:

TRAILER:

Balance to be paid with Cash, Check or Bank Contract

NO CREDIT CARDS PLEASE

All Sales are Final, No Returns, Refunds, or Cancellations. All Sales Deposits are Non-Refundable.
Trade Pay-Off is subject to change, due to date dependency with respective Financial Institutions.

Sales Representative:

Purchaser Signature:

112

2022 Lund 21' Marine Patrol Boat

Quote submitted by Arrowhead Upfitters- 01/14/2022

Reviewed by Deputy Eric Kanyak- 01/16/2022

Whelen HHS 3206 W/ CANCTL6	565.18
Whelen ION DUO, blue/ white x8	910.47
Whelen ION, blue. X6	526.14
Whelen SA315P speaker	186.29
Freight charge	25.00
Total equipment:	2,213.08
Labor/ installation of equipment:	500.00
Total overall estimate:	2,713.08

-Additional quotes are pending at this time from other vendors. Should this order be approved, we will likely attach this equipment order with our fleet orders to obtain additional discounts on pricing for bulk orders.

THE PROP & SAIL INC./ANGLER'S MARINE
11643 s. Telegraph Rd. Taylor, Mi. 48180

SINCE 1963

OFFICE: 734-287-6180 FAX: 734-287-6310

SOLD TO LAPEER COUNTY SHERIFF DEPARTMENT

DATE 01/10/22

ADDRESS C

SALESMAN HOUSE

CITY _____

CRAIG CUMMINGS

PHONE 810-614-6749

E-MAIL _____

ITEMS	MAKE	MODEL	SERIAL NUMBER	COLOR	YEAR	TOTAL
BOAT	LUND	2075 FISHERMAN		GUNMETAL/ BLA	2022	
MOTORS	MERCURY	200EXLPT		BLACK	2022	
PARTS						
TRAILER	SHORELANDR			BLACK	2022	

		BOAT PACKAGE TOTAL	\$0.00
		ACCESSORIES TOTAL	\$0.00
ACCESSORIES	PRICE	BOAT & ACCESSORIES TOTAL	\$54,428.00
SS PROPELLER		FREIGHT	\$0.00
ANALOG GAUGES		SET-UP	\$0.00
MECHANICAL CONTROLS		SUBTOTAL	\$54,428.00
3RD SEAT		SALES TAX NO TAX	\$0.00
4 STEP TRANSOM LADDER		LICENSE and REGISTRATION	\$0.00
SPORT TOP		ADMINISTRATION FEE	\$0.00
LOWRANCE HDS 12		TOTAL	\$54,428.00
2 STARTING BATTERIES		DEPOSIT	\$0.00
BATTERY SWITCH		BOAT REBATE	\$0.00
		NON -CURRENT	\$0.00
		BALANCE	\$0.00
		CREDIT LIFE and A&H	\$0.00
		TOTAL DOWN PAYMENT	\$0.00
		CHECK	\$0.00
		MOTOR REBATE	\$0.00
		AMOUNT TO BE FINANCED	\$0.00
		INTEREST RATE	5.99%
TOTAL	\$0	PERIOD	180
		PAYMENT	\$0.00

BIRTHDATE _____

DRIVER'S LICENSE _____



2075 FISHERMAN

Serial NumberQUOTATION

Year:2022

Base MSRP

\$43,200.00

2022 2075 FISHERMAN

Factory Installed Options:

• Mercury 200xl 4stk	19,785.00
• Gunmetal Freeboards/black Bottom	0.00
• Vinyl Main Floor	0.00
• 1 Additional Standard Seat W/solid Ped	343.00
• 4 Step Transom Mnt Ladder With Platform	155.00
• Lowrance Hds 12 Live Console	4,532.00
• Mercury Analog Gauges	0.00
• Mercury Mechanical Engine Control	0.00
• Primary Engine - Factory Rig	0.00
• Sport Top W/walkway Curtain	2,050.00
• Stainless Prop	723.00

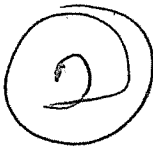
Key Standard Features:

Aerated Alt Livewell (37" long/16	12V Power Receptacle
Automotive Style Fuses	Bow Trolling Motor Plug (24v/36v)
Custom Dual Consoles w/Walkthrough	Full Lighted Instrumentation
Horn	Hydraulic steering with tilt
Interior Lighting - LED	Lockable Glovebox
Navigational Lighting	Plug-In Wire Harness
40 Gallon Fuel Tank	2 Step Strap Ladder with Mesh Bag
Aluminum Corner Castings	Bow & Stern Eyes
Composite Transom	Factory Engine Rigging Standard
Level Flotation Compliance	Stainless Steel Fold Down Cleats (6)
Transhield Cover	Twin Plated Bottom (Bow to
29" Extra Deep Cockpit Depth	Aluminum Floor and Deck
Battery Holders (4)	Bilge Pump (1 pump Auto/Manual)
Bow Casting Platform	Bow Deck Mounting Pad
Drink Holders	Dual Trak Gunwale
Grab Handles	Self-Draining Splash Pan
SportTrak Accessory Brackets (2)	Toe Holds
Vertical 5 Rod Rack w/8 Tool Holders	Vinyl Main Floor/Carpeted Decks
Weatherboards Reinforced for	Alt Integrated Fold Down Jump Seats
Seat Bases	Solid Fixed Mainstay
Solid Removable Pedestal (1)	Standard Seats (2)
Bunk Trailer Lundguard w/Swing	Battery Storage Compartments
Bubble Sealed Bow Storage	Lockable 2 Level Center Rod Locker
Lockable Storage	Open Port Side Rod Storage
Open Starboard Side Storage	Storage Compartments
Spare Tire w/Bracket and Load Guides	



Pricing:

Manufacturer's Suggested Retail Price -- Base	\$43,200.00
Factory Options	27,588.00
Dealer Options	0.00
Destination Charges	1,597.00
Total Pricing Including Base + Options/Destination	\$72,385.00
Dealer Adjustment	19,864.79
Dealer Selling Price:	\$52,520.21



BROUGH

Carpet Laminate Hardwood Vinyl

Quote Number:
11066

Date: 3/8/2022

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

Sales Rep.: Dave Brough

Customer Information

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

Service Site Details



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

Item	Description/Area	Amount
MSU Extension		
Furniture	Move office furniture and file cabinets	
Subtotal		\$1,469.26
Total		\$1,469.26
Grand Total		\$1,469.26

BROUGH

Carpet Laminate Hardwood Vinyl

Quote Number:
11065

Date: 3/8/2022

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

Sales Rep.: Dave Brough

Customer Information

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

Service Site Details

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

Item	Description/Area	Amount
Environmental Health Furniture	Move office furniture and file cabinets	
Subtotal		\$1,255.05
Total		\$1,255.05
Grand Total		\$1,255.05

BROUGH

Carpet Laminate Hardwood Vinyl

Quote Number:
11064

Date: 3/8/2022

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

Sales Rep.: Dave Brough

Customer Information

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

Service Site Details

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

Item	Description/Area	Amount
Administration		
Furniture	Move file cabinets and desks	
	Subtotal	\$882.00
	Total	\$882.00
	Grand Total	\$882.00

QUOTE

Local Moves



BILL TO

Lapeer County Health Department

QUOTE #

79-2032

QUOTE DATE

02/11/2022

DESCRIPTION	AMOUNT
Labor is \$40 per hour per person. We can supply up to 4 men a day depending upon need. Equipment is Included (2 and 4 wheel dollies, tools, etc.)	0.00
TOTAL	\$0.00



Construction Testing Services
3300 E Bristol Road
Burton, MI 48529
(810) 603-0766 Fax: (810)603-0786
www.constructiontesting.net

3+4

March 3, 2022

Rowe PSC
128 N. Saginaw Street
Lapeer, MI 48446

Attention: Michael C. Carpenter

Regarding: Soil Borings for Lapeer County Projects

Proposal #: S-22-046

Dear Sir:

We welcome the opportunity to provide our services on the above-referenced project. After discussing the project with you, we are pleased to offer the following scope of work and fee schedule.

You requested eleven soil test borings to a depth of two feet (2'). Following completion of the test borings, a data report will be prepared consisting of the boring logs and a location sketch.

The following proposed scope of work and project fees include all equipment, transportation, report development, supervision and project management.

Quantity	Item	Unit	Rate	Estimated Cost
1	Mobilization	Lump Sum	\$460.00	\$460.00
1	Traffic Control	Lump Sum	\$500.00	\$500.00
22	Soil Test Boring	Foot	\$30.00	\$660.00
1	Data Report	Lump Sum	\$300.00	\$300.00
Limitations:			Estimated Total:	\$1,920.00

The fee schedule is proposed as an estimate only. Construction Testing Services has no control over subsurface conditions. Poor subsurface conditions may require that the borings be taken to greater depths. Difficult access due to heavy brush or steep slopes will be billed at \$200 per hour. Billings will be based on actual quantities at the above rates. Additional services can also be performed at extra cost.

Please sign and return the attached authorization. We look forward to your favorable response. PAYMENT IS DUE IN FULL AT TIME OF REPORT DELIVERY. If you have any questions, or desire additional information, please do not hesitate to call.

Very truly yours,
CONSTRUCTION TESTING SERVICES

Jack F. Geerlings
Jack F. Geerlings, P.E.
Senior Engineer

Proposal Authorization

Client: Rowe PSC
Contact: Michael C. Carpenter
Project: Soil Borings for Lapeer County Projects
Proposal #: S-22-046

Acceptance of Proposal:	
The price, terms, and scope of work listed herein are satisfactory and are hereby accepted. Construction Testing Services is authorized to perform the above work as specified.	
Construction Testing Services Authorized Signature: <i>Jack F. Gerding</i>	Date: March 3, 2022
Client's Authorized Signature:	Date:

John Bustle

From: Mike Carpenter <MCarpenter@rowepsc.com>
Sent: Wednesday, March 9, 2022 1:29 PM
To: John Bustle
Subject: Proposals for Paving projects

John, we can add in the Harmony Hall and carport paving projects as separate cost center to the LCHD project for an additional fee of \$4000. So the total for all three sites bid out as one package but with two different cost centers would be \$14,200.

Let me know if that seems ok and we can revise the proposal accordingly.

Thanks Mike

From: John Bustle <jbustle@lapeercounty.org>
Sent: Tuesday, March 8, 2022 12:33 PM
To: Mike Carpenter <MCarpenter@rowepsc.com>
Subject: RE: [EXTERNAL]: RE: Proposals for Paving projects

Sounds good meet at harmony hall?

From: Mike Carpenter <MCarpenter@rowepsc.com>
Sent: Tuesday, March 8, 2022 12:26 PM
To: John Bustle <jbustle@lapeercounty.org>
Subject: RE: [EXTERNAL]: RE: Proposals for Paving projects

10:30?

From: John Bustle <jbustle@lapeercounty.org>
Sent: Tuesday, March 8, 2022 12:24 PM
To: Mike Carpenter <MCarpenter@rowepsc.com>
Subject: [EXTERNAL]: RE: Proposals for Paving projects

CAUTION: This email originated externally. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tomorrow will work for me just give me a time

From: Mike Carpenter <MCarpenter@rowepsc.com>
Sent: Tuesday, March 8, 2022 10:28 AM
To: John Bustle <jbustle@lapeercounty.org>
Subject: Proposals for Paving projects

I have the rest of today and most of tomorrow starting at around 10.

Pretty open first part of next week.



March 7, 2022

Mr. John Bustle
Lapeer County Building & Grounds Operations Director
255 Clay Street
Lapeer, MI 48446

RE: Health Department Complex - Bidding Documents for Proposed Parking Lot Pavement Rehabilitation Project

Dear Mr. Bustle:

ROWE Professional Services Company is pleased to submit this proposal to provide engineering services to assist you with your project. Based on our conversations and our understanding of the project, ROWE proposes the following scope of services:

Design Engineering for the Rehabilitation of the existing Health Department Parking Lot.

A. Preliminary Plan Preparation:

- Develop a base map of the project area by utilizing a Google Image for the background. Solicit private utility companies for existing utility information to be incorporated in the base map and submit plans to utility companies for verification.
- We recommend the County obtain soil borings to determine existing soil conditions and pavement thicknesses to aide in determining if cold milling the existing pavement is possible and to what depth.
- Utilize the base plan to develop preliminary plans for review by the County showing location of proposed work.
- Attend a review meeting with the County to review and discuss the preliminary plan and details.

B. Construction Plan and Bidding Documents Preparation:

- Using preliminary plan review comments, a schematic construction plan set, and specifications will be developed.
- Prepare bidding documents, assist the County with advertising the project and issue for bids. County to pay any advertisement fees.
- Provide copies of the bidding documents to bidders, answer questions during the bidding process; and if necessary, issue an addendum to clarify contract documents.
- Attend bid opening, prepare a Tabulation of Bids, and provide a Recommendation of Award.
- Prepare Contract Documents to be executed by Contractor and County.

Lapeer, MI: 128 N. Saginaw Street, 48446 | Phone: (810) 664-9411

Civil Engineering | Surveying | Landscape Architecture | Aerial Imagery/Mapping | Planning

Filmi, MI (HQ) | Lapeer, MI | Farmington Hills, MI | Kentwood, MI | Mt. Pleasant, MI | Grayling, MI | Myrtle Beach, SC | www.rowepsc.com

Mr. John Bustle - Building & Grounds Operations Director
March 7, 2022
Page 2

PROPOSAL CLARIFICATIONS –

1. All permit fees, meeting fees, and plan review fees (if any) will be the responsibility of the County. It is anticipated that a Soil Erosion Control Permit will not be required.
2. No surveying topographic or boundary services are proposed.
3. Construction observation, administration or staking has not been included as part of this proposal but can be provided in a separate proposal for additional fees if requested.
4. Geotechnical services (soil borings) are recommended to be obtained by the County. The County should budget approximately \$1800 to obtain the borings.

PROPOSED FEE –

Milestone breakouts of proposed services as follows:

A. Preliminary Plan Preparation	\$ 3,500
B. Construction Plan and Bidding Documents Preparation	<u>\$ 6,700</u>
TOTAL	\$10,200

ROWE proposes to complete the proposed scope of services for a total lump sum fee of \$10,200. We will invoice monthly for work completed. Payment is due within thirty days of receipt of the invoice.

Again, ROWE Professional Services Company appreciates this opportunity to submit this proposal and we look forward to assisting you with this project.

If you are in agreement with our proposal, please return a signed copy of attached contract or feel free to contact me at (810) 664-9411 with any questions.

Sincerely,
ROWE Professional Services Company

Mike Carpenter Digitally signed by Mike Carpenter
Date: 2022.03.07 13:57:58 -0500

Michael C. Carpenter
Project Administrator

Attachment: Contract for Engineering Services

R:\Projects\PROPOSAL\M Carpenter\2022 Lapeer County\LCHD\LCHD Bid Docs Proposal.docx

**Contract for Engineering Services
Lapeer County Health Department Complex
Bidding Documents for Proposed Parking Lot Pavement Rehabilitation Project**

THIS AGREEMENT, entered into this _____ day of _____, by and between County of Lapeer hereinafter referred to as the "OWNER", and ROWE Professional Services Company, hereinafter referred to as the "ENGINEER".

WITNESSETH, that whereas it is the intent of the Owner to complete the following, hereinafter called the "PROJECT": Rehabilitation of the Health Department Complex Parking Lot.

NOW, THEREFORE, the OWNER and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 – BASIC SERVICES OF THE ENGINEER

A. General:

1. The Engineer agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Engineer will serve as the Owner's professional representative for the project, and will give consultation and advice to the Owner during the performance of the Engineer's services.

B. Scope of Service:

After written authorization to proceed with the project, the Engineer will execute the work plan described in the Engineer's Proposal, dated March 7, 2022.

SECTION 2 – ADDITIONAL SERVICES OF THE ENGINEER

A. General:

If authorized in writing by the Owner, the Engineer will finish or obtain from others additional services of the following types which will be paid for by the Owner as indicated in Paragraph 5.B.

1. Additional services due to significant changes in general scope of the Project or its design.
2. Additional services in connection with the Project, not otherwise provided for in this agreement, subject to prior approval of the Owner.

SECTION 3 – THE OWNER'S RESPONSIBILITIES

1. Provide full information as to its requirements for the Project.
2. Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project.
3. Provide access for the Engineer to enter upon lands as required for the Engineer to perform work under this Agreement.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Engineer and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
5. Provide reasonable legal, accounting and insurance counseling service for the Project.
6. Designate a person to act as the Owner's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this Agreement.
7. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project.

8. Obtain approval of governmental authorities having jurisdiction over the Project.
9. Furnish, or direct the Engineer to provide, at the Owner's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

SECTION 4 – PERIOD OF SERVICE

1. Upon written authorization from the Owner, the Engineer will proceed with the performance of the service called for in this Agreement.
2. Unless sooner terminated as provided in Paragraph 6.A, this Agreement shall remain in force for a period which may reasonably be required for completion of the construction of the proposed project; however, not greater than one year from the Engineer's substantial completion of the phases of work that have been authorized for commencement.

SECTION 5 – PAYMENTS TO THE ENGINEER

A. Payments for Basic Service of the Engineer Under Section 1:

1. The Owner will pay the Engineer for basic services \$10,200
2. The fee as defined above shall be allocated to be paid monthly, as the work progresses.

B. Payment for Additional Services of the Engineer Under Section 2:

1. The Owner will pay the Engineer for additional service at a mutually agreed upon fee.

C. General

1. If this Agreement is terminated upon completion of any phase of the Engineer's services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work not due to any fault of the Engineer, payment shall be made for services performed during such phases on the basis of the portion of each phase completed prior to termination.
2. If, prior to termination of this Agreement, any work designed or specified by the Engineer during any phase of the work is suspended in whole or in part or abandoned not due to any fault of the Engineer, after written notice from the Owner, the Engineer shall be paid for services performed prior to receipt of such notice from the Owner as provided in Paragraph 6.A for termination during any phase of the work.
3. Where the Engineer utilizes subcontractors to perform a portion of the project, and the subcontractor(s) directly invoices the Engineer, the subconsultant's invoices will be marked up by fifteen percent to cover administration costs.

SECTION 6 – GENERAL CONDITIONS

A. Termination:

This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform, in accordance with terms hereof, by the other party through no fault of the terminating party. If this Agreement is so terminated, the Engineer shall be paid as provided in Paragraph 5.C.

B. Ownership:

All documents, except original drawings, but including estimates, specifications, field notes and data are and remain in the property of the Engineer as Instruments of Service. The Owner shall be provided a set of reproducible drawings and copies of other record documents. However, they are not intended or represented to be suitable for re-use by the Owner or others for extensions of the project or for any other project.

C. Insurance – Save Harmless:

The Engineer shall secure and maintain such insurance as will protect the Engineer and the Owner from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may rise due to the Engineer's negligence in the performance of services under this Agreement.

D. Successors & Assigns:

The Owner and the Engineer each binds themselves and any partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither the Owner nor the Engineer shall assign, sublet or transfer their interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

E. Independent Contractor:

It is understood and agreed that the Engineer is an independent contractor, responsible to the Owner for the results of this undertaking by the Engineer and is not an employee or agent of the Owner.

F. Non-Discrimination:

The Engineer and/or any sub-contractors shall not discriminate against any employees or applicant for employment, or to be employed in the performance of his Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry.

The Engineer and/or any sub-contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions or privileges of employment, because of age or sex, except where based on a bona fide occupational qualification.

G. Mediation:

In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. Jobsite Safety:

Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees to require the General Contractor(s) to provide liability insurance for the project(s), indemnifying and listing as additional insureds the Owner, the Engineer and the Engineer's subconsultants.

I. Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Engineer to the Owner shall not exceed \$10,200, or the Engineer's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

J. Standard of Care:

The Owner recognized that the engineering services require decisions which are not based upon pure science but rather upon judgmental considerations, including the economic feasibility of alternative designs. The Engineer shall perform its services in accordance with generally accepted engineering practices. Services are rendered without any other warranty, express or implied and the Engineer shall be responsible solely for its own negligence.

K. Construction Costs:

The Owner shall advise the Engineer in writing before design commencement of any budgetary limitation for the overall cost of construction. The Engineer will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to the Owner an opinion of probable construction cost. Opinions of probable construction cost will represent the Engineer's best judgment as a design professional familiar with the construction industry but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Owner acknowledges that neither the Engineer nor the Owner has control over the cost of labor, materials or methods by which contractors determine the prices for construction.

L. Applicable State Law:

This document shall be governed by the laws of the State of Michigan.

SECTION 7 – SPECIAL PROVISIONS

The Owner and the Engineer mutually agree that this Agreement shall be subject to the following special provisions which, together with the provisions hereof and the exhibits hereto represent the entire Agreement between the Owner and the Engineer and that; they may only be altered or repealed by a duly executed written instrument.

NONE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Owner:
County of Lapeer

Engineer:
ROWE Professional Services Company

Mike Carpenter Digitally signed by Mike Carpenter
Date: 2022.03.07 13:56:45 -05'00'

Signature

Signature

John Bustle
Building & Grounds Operations Director
Typed Name and Title

Michael C. Carpenter | Project Administrator
Typed Name and Title



March 7, 2022

Mr. John Bustle
Lapeer County Building & Grounds Operations Director
255 Clay Street
Lapeer, MI 48446

RE: Public Safety Complex - Bidding Documents for the Proposed Reconstruction of
City/County shared drive and southern most County Animal Control Parking Lot

Dear Mr. Bustle:

ROWE Professional Services Company is pleased to submit this proposal to provide surveying and engineering services to assist you with your project. Based on our conversations and our understanding of the project, ROWE proposes the following scope of services:

Design Engineering for the Reconstruction of City/County shared drive and southern most County Animal Control Parking Lot.

A. Topographic Survey and Base Plan Preparation:

- Develop a base map of the project area by completing a topographic survey, mapping all of the existing features within and adjacent to the proposed project area. Solicit private utility companies and the City DPW for existing utility information to be incorporated in the background drawings and submit plans to utility companies for verification.
- We recommend the County obtain soil borings to determine existing soil conditions and pavement thicknesses to aide in the reconstruction design and in bidding by contractors.

B. Preliminary Plan Preparation:

- Utilize the base plan to develop preliminary plans for review by the County and City showing proposed locations of all reconstruction work including drainage improvements.
- Attend a review meeting with the County and City to review and discuss the preliminary plan and details; also, to discuss with the City what approvals or permits will be required, if any.

C. Construction Plan and Bidding Documents Preparation:

- Using preliminary plan review comments, detailed construction plans and specifications we will be developed.
- Prepare and submit application for a Soil Erosion and Sedimentation Control permit. Permit fees to be paid by the County.
- Prepare bidding documents, assist the County with advertising the project and issue for bids. County to pay any advertisement fees.

Lapeer, MI: 128 N. Saginaw Street, 48446 | Phone: (810) 664-9411

Civil Engineering | Surveying | Landscape Architecture | Aerial Imagery/Mapping | Planning

Flint, MI (HQ) | Lapeer, MI | Farmington Hills, MI | Kenilwood, MI | Mt. Pleasant, MI | Grayling, MI | Myrtle Beach, SC | www.rowepsc.com

Mr. John Bustle - Building & Grounds Operations Director
March 7, 2022
Page 2

- Provide copies of the bidding documents to bidders, answer questions during the bidding process; and if necessary, issue an addendum to clarify contract documents.
- Attend bid opening, prepare a Tabulation of Bids, and provide a Recommendation of Award.
- Prepare Contract Documents to be executed by Contractor and County.

PROPOSAL CLARIFICATIONS –

1. All permit fees, meeting fees, and plan review fees (if any) will be the responsibility of the County.
2. It is anticipated that the City will not require a full site plan review of the proposed work.
3. Construction observation, administration or staking has not been included as part of this proposal but can be provided in a separate proposal for additional fees if requested.
4. Geotechnical services (soil borings) are recommended to be obtained by the County. The County should budget approximately \$1800 to obtain the borings.

PROPOSED FEE –

Milestone breakouts of proposed services as follows:

A. Topographic Survey plus Base Plan Preparation	\$ 3,400
B. Preliminary Plan Preparation	\$ 4,000
C. Construction Plan and Bidding Documents Preparation	<u>\$ 9,600</u>
TOTAL	\$17,000

ROWE proposes to complete the proposed scope of services for a total lump sum fee of \$17,000. We will invoice monthly for work completed. Payment is due within thirty days of receipt of the invoice.

Again, ROWE Professional Services Company appreciates this opportunity to submit this proposal and we look forward to assisting you with this project.

If you are in agreement with our proposal, please return a signed copy of attached contract or feel free to contact me at (810) 664-9411 with any questions.

Sincerely,
ROWE Professional Services Company

Mike Carpenter Digitally signed by Mike Carpenter
Date: 2022.03.07 13:55:40 -05'00'

Michael C. Carpenter
Project Administrator

Attachment: Contract for Engineering Services

Contract for Engineering Services
Lapeer County Public Safety Complex - Bidding Documents for the Proposed Reconstruction of City/County shared drive and southern most County Animal Control Parking Lot

THIS AGREEMENT, entered into this ____ day of _____, by and between County of Lapeer hereinafter referred to as the "OWNER", and ROWE Professional Services Company, hereinafter referred to as the "ENGINEER".

WITNESSETH, that whereas it is the intent of the Owner to complete the following, hereinafter called the "PROJECT": Reconstruction of City/County shared drive and southern most County Animal Control Parking Lot.

NOW, THEREFORE, the OWNER and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 – BASIC SERVICES OF THE ENGINEER

A. General:

1. The Engineer agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Engineer will serve as the Owner's professional representative for the project, and will give consultation and advice to the Owner during the performance of the Engineer's services.

B. Scope of Service:

After written authorization to proceed with the project, the Engineer will execute the work plan described in the Engineer's Proposal, dated March 7, 2022.

SECTION 2 – ADDITIONAL SERVICES OF THE ENGINEER

A. General:

If authorized in writing by the Owner, the Engineer will finish or obtain from others additional services of the following types which will be paid for by the Owner as indicated in Paragraph 5.B.

1. Additional services due to significant changes in general scope of the Project or its design.
2. Additional services in connection with the Project, not otherwise provided for in this agreement, subject to prior approval of the Owner.

SECTION 3 – THE OWNER'S RESPONSIBILITIES

1. Provide full information as to its requirements for the Project.
2. Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project.
3. Provide access for the Engineer to enter upon lands as required for the Engineer to perform work under this Agreement.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Engineer and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
5. Provide reasonable legal, accounting and insurance counseling service for the Project.
6. Designate a person to act as the Owner's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this Agreement.

7. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project.
8. Obtain approval of governmental authorities having jurisdiction over the Project.
9. Furnish, or direct the Engineer to provide, at the Owner's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

SECTION 4 – PERIOD OF SERVICE

1. Upon written authorization from the Owner, the Engineer will proceed with the performance of the service called for in this Agreement.
2. Unless sooner terminated as provided in Paragraph 6.A, this Agreement shall remain in force for a period which may reasonably be required for completion of the construction of the proposed project; however, not greater than one year from the Engineer's substantial completion of the phases of work that have been authorized for commencement.

SECTION 5 – PAYMENTS TO THE ENGINEER

- A. Payments for Basic Service of the Engineer Under Section 1:
 1. The Owner will pay the Engineer for basic services \$17,000
 2. The fee as defined above shall be allocated to be paid monthly, as the work progresses.
- B. Payment for Additional Services of the Engineer Under Section 2:
 1. The Owner will pay the Engineer for additional service at a mutually agreed upon fee.
- C. General
 1. If this Agreement is terminated upon completion of any phase of the Engineer's services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work not due to any fault of the Engineer, payment shall be made for services performed during such phases on the basis of the portion of each phase completed prior to termination.
 2. If, prior to termination of this Agreement, any work designed or specified by the Engineer during any phase of the work is suspended in whole or in part or abandoned not due to any fault of the Engineer, after written notice from the Owner, the Engineer shall be paid for services performed prior to receipt of such notice from the Owner as provided in Paragraph 6.A for termination during any phase of the work.
 3. Where the Engineer utilizes subcontractors to perform a portion of the project, and the subcontractor(s) directly invoices the Engineer, the subconsultant's invoices will be marked up by fifteen percent to cover administration costs.

SECTION 6 – GENERAL CONDITIONS

- A. Termination:

This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform, in accordance with terms hereof, by the other party through no fault of the terminating party. If this Agreement is so terminated, the Engineer shall be paid as provided in Paragraph 5.C.
- B. Ownership:

All documents, except original drawings, but including estimates, specifications, field notes and data are and remain in the property of the Engineer as Instruments of Service. The Owner shall be provided a set of reproducible drawings and copies of other record documents. However, they are not intended or represented to be suitable for re-use by the Owner or others for extensions of the project or for any other project.
- C. Insurance – Save Harmless:

The Engineer shall secure and maintain such insurance as will protect the Engineer and the Owner from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may rise due to the Engineer's negligence in the performance of services under this Agreement.

D. Successors & Assigns:

The Owner and the Engineer each binds themselves and any partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement, except as above, neither the Owner nor the Engineer shall assign, sublet or transfer their interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

E. Independent Contractor:

It is understood and agreed that the Engineer is an independent contractor, responsible to the Owner for the results of this undertaking by the Engineer and is not an employee or agent of the Owner.

F. Non-Discrimination:

The Engineer and/or any sub-contractors shall not discriminate against any employees or applicant for employment, or to be employed in the performance of his Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry.

The Engineer and/or any sub-contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions or privileges of employment, because of age or sex, except where based on a bona fide occupational qualification.

G. Mediation:

In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. Jobsite Safety:

Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees to require the General Contractor(s) to provide liability insurance for the project(s), indemnifying and listing as additional insureds the Owner, the Engineer and the Engineer's subconsultants.

I. Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Engineer to the Owner shall not exceed \$17,000, or the Engineer's total fee

for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

J. Standard of Care:

The Owner recognized that the engineering services require decisions which are not based upon pure science but rather upon judgmental considerations, including the economic feasibility of alternative designs. The Engineer shall perform its services in accordance with generally accepted engineering practices. Services are rendered without any other warranty, express or implied and the Engineer shall be responsible solely for its own negligence.

K. Construction Costs:

The Owner shall advise the Engineer in writing before design commencement of any budgetary limitation for the overall cost of construction. The Engineer will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to the Owner an opinion of probable construction cost. Opinions of probable construction cost will represent the Engineer's best judgment as a design professional familiar with the construction industry but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Owner acknowledges that neither the Engineer nor the Owner has control over the cost of labor, materials or methods by which contractors determine the prices for construction.

L. Applicable State Law:

This document shall be governed by the laws of the State of Michigan.

SECTION 7 – SPECIAL PROVISIONS

The Owner and the Engineer mutually agree that this Agreement shall be subject to the following special provisions which, together with the provisions hereof and the exhibits hereto represent the entire Agreement between the Owner and the Engineer and that, they may only be altered or repealed by a duly executed written instrument.

NONE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Owner:
County of Lapeer

Engineer:
ROWE Professional Services Company

Mike Carpenter Digitally signed by Mike Carpenter
Date: 2022.03.07 13:54:49 -05'00'

Signature

Signature

John Bustle
Building & Grounds Operations Director
Typed Name and Title

Michael C. Carpenter | Project Administrator
Typed Name and Title