



# *Lapeer County Board of Commissioners*

255 Clay Street, Suite 301

Lapeer, Michigan 48446

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WE HAVE A NEW WEBSITE! [www.lapeercountymi.gov](http://www.lapeercountymi.gov)

## **A.R.P.A. COMMITTEE**

**MAY 9, 2023**

**CONFERENCE ROOM 302**

**\*\*11:00 A.M.\*\***

*(\*\*Estimated Time – Meeting will Commence following the Committee of the Whole\*\*)*

2024 Committee Members: Kevin Knisely (Chair); Tom Kohlman and Gary Howell

~Meetings are held by the call of the Chair~

- 1) **CALL TO ORDER** BY CHAIRMAN/ACTING CHAIRMAN
- 2) CONSIDERATION OF THE **AGENDA**
- 3) CONSIDERATION OF THE DRAFT MINUTES FROM THE **MARCH 14, 2024 MEETING**

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

- 4) **BUILDINGS & GROUNDS/PARKS –**
  - A. Request to proceed with Triumph for the preparation and issuance of the RFP related to the various County Buildings HVAC replacements/upgrades at a cost up to \$52,000 *(then report back to ARPA)*; And to Allocate ARPA Funds for the Proposed Upgrades
  - B. Request to authorize BG/Parks and Animal Control to accept the proposal from Creekwood Architecture Inc for Architectural and Engineering Services related to the Animal Control Building addition at a cost not to exceed \$59,950.00, to be paid from ARPA Funds
- 5) **OTHER – (if needed)**
  - A.
  - B.

**ADJOURN...**



**A.R.P.A. COMMITTEE**  
**MARCH 14, 2024**

***CONFERENCE ROOM 302– ADMINISTRATION OFFICE, COUNTY COMPLEX***  
***255 CLAY STREET, LAPEER, MI 48446***

Chairman Kevin Knisely called the meeting to order at approximately 10:50 a.m. in Conference Room 302 in the Administration Office on the third floor of the County Complex.

Commissioners Present: Commissioners Kevin Knisely, Gary Howell, and Tom Kohlman.

Others: Moses Sanzo, County Controller/Administrator; Jackie Arnold, CFO; Doreen Clark, Office Manager; John Bustle, Building & Grounds/Parks Director; Ben Woodfield, B&G/Parks Mechanical Supervisor; and Jillian Weiss-Clark, B&G/Parks Special Events Coordinator.

**AGENDA**

The agenda was reviewed.

**Motion by Howell, supported by Kohlman, to approve the agenda as presented. Motion carried unanimously.**

**MINUTES**

The minutes from the January 11, 2024 Special ARPA Committee Meeting held earlier today were distributed and briefly reviewed.

**Motion by Howell, supported by Kohlman, to approve the minutes from the January 11, 2024 Special A.R.P.A. Committee Meeting held earlier today, as presented. Motion carried unanimously.**

**BUILDINGS & GROUNDS/PARKS – MECHANICAL UPGRADES/REPLACEMENTS**

John Bustle and Ben Woodfield were present and distributed and reviewed a list of various Mechanical equipment and when they were installed, including the Complex, CMH, DHHS, Rich/Health Department, and Animal Control buildings. There are several units that will need to be replaced in order to provide more efficiency, less maintenance, and will put the County in good shape for the next 25-30 years. Lengthy questions and discussion followed. The Committee felt that these will be a good investment for the County.

**Motion by Howell, supported by Mast, based upon the recommendation of the ARPA Committee, to authorize the Buildings & Grounds/Parks Department to proceed with the purchase of a used Genie Boom Lift from Alta Equipment Company, at a cost not to exceed \$35,900.00, to be paid from ARPA Funds (category 2.11). Motion carried unanimously.**

**ADJOURN**

**Motion by Kohlman, supported by Howell, to adjourn the meeting. Motion carried unanimously. 11:00 a.m.**

Kevin Knisely, Chairman  
Lapeer County A.R.P.A. Committee

*Minutes prepared by Doreen Clark, Office Manager*

4A

## **REQUEST FOR ACTION**

**DATE:** April 29, 2024

  X   REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** ARPA Committee

**FROM:** John Bustle- Director of Building Grounds/ Parks

\*\*\*\*\*

### **SUMMARY OF REQUEST / INFORMATION:**

Per discussions with both ARPA and Properties Committee, Building Grounds/ Parks is requesting to proceed with the RFP process and allocation of funds for the upgrades to HVAC systems for County Buildings.

**CONTACT PERSON(S):** Ben Woodfield, Mechanical Supervisor  
John Bustle, Director of Building & Grounds/Parks

### **ADDITIONAL INFORMATION:**

### **SUPPORTING DOCUMENTS:**

### **DRAFT MOTION:**

Motion by, \_\_\_\_\_ supported by, \_\_\_\_\_ to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee, to authorize Building Grounds/ Parks to proceed with Triumph in the preparation and issuing of the Request for Proposal (RFP) for County Buildings HVAC updating, at a cost for RFP not to exceed \$52,000.00, to be paid for through A.R.P.A (Fund 281, category 1.7) and to report back to the A.R.P.A Committee following bid closure, with the understanding that the County intends to allocate A.R.P.A funds for the proposed project.

ATTACHMENTS    YES \_\_\_\_\_ NO \_\_\_\_\_



4B

**REQUEST FOR ACTION**

**DATE:** April 26, 2024

  X   REQUEST FOR ACTION  
       FOR YOUR INFORMATION  
       REQUEST FOR INFORMATION

**TO:** ARPA Committee

**FROM:** Stephanie King- Chief Animal Control Officer

\*\*\*\*\*

**SUMMARY OF REQUEST / INFORMATION:**

Request that the A.R.P.A Committee authorize the bid and acceptance of the addition to Animal Control Building.

**CONTACT PERSON(S):** Stephanie King- Chief Animal Control Officer  
John Bustle, Director of Building & Grounds/Parks

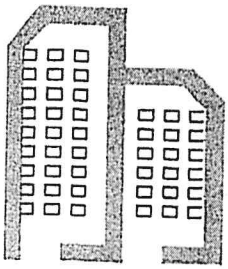
**ADDITIONAL INFORMATION:** Project has been previously discussed and presented in Policies and Procedures, A.R.P.A, and Properties committees'.

**SUPPORTING DOCUMENTS:** see attached

**DRAFT MOTION:**

Motion by, \_\_\_\_\_ supported by, \_\_\_\_\_ to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee, to authorize Building Grounds/ Parks and Animal Control to accept the Animal Control Building proposal from Creekwood Architecture, Inc., at a cost of \$59,950.00, to be paid for out of A.R.P.A Funds (category 1.7).

ATTACHMENTS    YES   X      NO



# Creekwood Architecture, Inc.

T12215T

1111 Creekwood Trail • Burton, MI 48509

April 22, 2024

Mr. John Bustle  
Lapeer County Building & Grounds Director  
Lapeer, MI 48446

RE: New Addition to  
Lapeer County Animal Control  
2396 W. Genesee Street  
Lapeer, MI 48446

## Our Understanding of the Project:

We are pleased to present this proposal for the new 2,400 s.f. addition and proposed alterations to the existing building as outlines in your request for quotes.

## Our Proposal:

Our proposal would include all of the services as requested including:  
Evaluate proposed plan  
Evaluate building code compliance  
Develop site plans and floor plans and elevations adequate for site plan review  
Submit for site plan review including attending public meetings and revisions  
Develop full construction documents, civil, structural, architectural, mechanical, and electrical  
Develop bid requirements and full project technical specifications  
Submit sealed plans and building permit application, respond to comments  
Assist in bid solicitation, inquires, clarifications, bid review  
Provide bid award recommendations  
Prepare contracts  
Assist during construction phase – pre-construction meeting, communications, pay application review, change orders, field issues, punch list and project closeout

## Our Fee:

Our fee would be as follows based on revised location on each side

Architectural & Engineering Services for construction Documents:	\$43,950.00
Architectural & Engineering Services for Assistance in Bid Phase:	\$ 5,000.00
Architectural & Engineering Services for Assistance in Construction Phase:	\$11,000.00
<b>Total</b>	<b>\$59,950.00</b>

## Addendum per Site Visit:

1. For site drainage and parking expansion: \$10,000.00
2. Owner to provide survey or we can contract it for additional \$9,800.00

Additional expense of reproductions, excluding reproductions for the office use of the Architect and the Architect's consultants, postage and handling of drawings, and mileage, will be an addition to the compensation for services listed above.

The client, or client's selected contractor, will provide direct payment to governmental agencies for filing, review and permit fees.

Payment of outstanding invoices is due regardless of suspension or termination of this project. If the client fails to make payment to Creekwood Architecture, Inc. in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of our services.

## Fee Payment:

An initial retainer of \$4,000.00 would be required prior to work commencing. Payments would be billed monthly and final payment would be required upon completion.

Invoices are due upon receipt and will be considered past due if not paid within 30 calendar days from the date of the invoice. All fees must be paid in full prior to plans being released from the office. If payment is not received by next billing period, work will stop until payment is received, and interest will be accrued at a rate of 1.5%.

In the event legal action is necessary to enforce payment provisions of this agreement, Creekwood Architecture, Inc. may suspend services within five (5) calendar days' notice to the client.

If for whatever reason, the project does not reach completion or construction, client agrees to compensate Creekwood Architecture, Inc. for the time on this project to date.

**Schedule of Work:**

Our office is prepared to start within 2 weeks after receiving the signed proposal along with the retainer fee. Estimated time of completion would be:

Site Plan Review Approval Process:	3 – 4 Months
Construction Documents Phase:	8 – 10 Weeks
Bidding Phase:	3 – 4 weeks
Construction Phase:	6 Months

**Changes:**

If we are requested to increase our scope of work beyond that which is defined within this proposal, or if we are required to make changes during the preparation of the construction documentation after the proposal for the basic concept is approved, we will be reimbursed for such additional work on an hourly basis. Reimbursement does not apply to changes that are not the fault of the Owner.

**Insurance:**

For the protection of our clients and our firm, we carry professional and general liability insurance. A copy of our certificate of insurance will be provided upon request.

**Other Conditions:**

Reference AIA Document A-201 A General Conditions of the Contract for Construction.

Thank you for the opportunity to submit this proposal. If you have further questions, please contact our office.

Sincerely,

  
\_\_\_\_\_  
Jeffrey Van Camp, President

**Proposal Acceptance:**

If this proposal is acceptable, please sign below and return a signed copy to our office. By signing this proposal, you will acknowledge that you have read and approve the proposal and the terms and conditions attached and that you have received a copy for your records.

ACCEPTED BY: \_\_\_\_\_

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

BILLING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Apr 15-2024



**Proposal for Architectural Services** Issued February 05<sup>th</sup>, 2024, Revised April 9<sup>th</sup>, 2024  
Project # 24005

**Client Information:**

Mr. John Bustle  
[jbustle@lapeercounty.org](mailto:jbustle@lapeercounty.org)  
(810) 656-0350

**Project Information:**

Lapeer County Animal Control  
2396 West Genesee Street  
Lapeer, MI

Dear Mr. John Bustle,

It is our pleasure to provide the following Proposal for Architectural & Engineering Services. The scope of work within this agreement includes cost and services for a 2,400 SF single story animal control building. The services include the design of the building, preparing the drawings required to obtain Township approvals, and assistance during the Construction Phase. I have divided the services into four Phases:

- Phase 1 – Schematic Design & Site Plan Approval (SPA)
- Phase 2 - Building Permit & Construction Drawings
- Phase 3 – Bidding & Negotiations
- Phase 4 - Construction Phase Services.

It is important to note that Fika Architects will be providing Architectural/Structural services only. Civil, Mechanical & Electrical Engineering will be executed under a separate agreement by the owner. Fika Architects will coordinate with said engineer(s) and provide background drawings for their use. It is important to note that its our assessment that there will be no additional Civil engineering work required for the proposed project. If Civil Engineering is required by the township and additional fee will be required.

**Phase 1 – Schematic Design & Site Plan Approval (SPA)**

In this phase Fika Architects will work in conjunction with Lapeer County Animal Control to develop an approved conceptual floor plan, exterior elevations and two (2) exterior renderings. This phase of work includes three (3) meetings (virtual or in person). Comments from the previous meeting will be implemented into the design and presented in the following meeting.

Although not anticipated, it is understood that the other documents required for the Site Plan Package such as the Topographic Survey, Site Plan, Photometric Plan, Landscape Plan, and completion of various Application Forms will be provided by the Civil Engineer and shall be executed under a separate agreement if required.

This phase is complete after the site plan approval set is submitted. Fika Architects makes no promises or guarantees to the outcome of the SPA meeting.

**Phase 2 – Construction Drawings (CD's) & Building Permit**

This Phase will begin upon the approval by the city's planning commission and the owners sign-off of Phase 1's design. This phase will consist of preparing the Construction Documents (CD's) suitable for the issuance of a Building Permit, and construction using Design-Bid-Build parameters. Fika Architects will promptly respond to any comments by the Building Department pursuant to obtaining the Building Permit. Fika Architects is responsible for the Architectural & Structural discipline only. MEP drawings sealed by a Licensed Mechanical Engineer shall be provided by Climatek Engineers.

Fika Architects will provide progress sets of the CD's at approximately the 30%, 60% and 90% completion stages. Your comments shall be provided within a reasonable period thereafter (within approximately 7 to 14 days). This phase of work includes five (5) meetings (virtual or in person).

### **Phase 3 – Bidding & Negotiation**

After Phase 2 has been completed and signed off, Fika Architects will assume the role of the client's advocate. Our responsibilities will include issuing instructions to bidders, conducting pre-bid walkthroughs, addressing any contractor questions through addenda, and assisting the client in the selection of a construction manager/general contractor. Fika Architects will also collect bids from a minimum of three reputable contractors and perform a thorough apples-to-apples comparison of those bids.

### **Phase 4 - Construction Phase Services**

This phase will include visits to the project site to observe the progress of the work, reviewing shop drawings and other submittals, responding to inquiries regarding interpretations of the drawings, attending weekly progress meetings (as requested). Please note that as-built drawings are not included. The Construction Phase begins with the issuance of the Building Permit and ends upon Substantial Completion of construction. It is anticipated that the Construction Phase will take approximately 6 months.

### **General conditions:**

It is understood that the Owner will hire qualified firms with licensed professionals on staff and the requisite amount of liability insurance for this work. Fika Architects makes no guarantee as to the quality of the work delivered and assumes no professional liability or responsibility for the work performed by the other firms.

### **Exclusions:**

Civil Engineering, Surveying, Environmental, soil borings, design of special foundations (piles, caissons, helical piers, etc.), landscape plan, photometric plans, zoning variances, Audio visual drawings, permit application fees, furniture fixture and equipment (FF&E), process layout, building signs, technology items, interior decorating, and any other work not specifically listed in the Phases above.

### **Terms:**

Invoices will be submitted monthly, based on the percentage of work completed within each Phase. Payments shall be paid within 15 days of said invoices. The full fee for each Phase shall be paid in full before beginning the next Phase. Extra charges shall be calculated on a T&M basis unless otherwise agreed upon prior to said services being rendered.

### **Limits of Liability:**

Except for circumstances caused by willful misconduct or neglect by Fika Architects, all claims for damages asserted against Fika Architects by a client or third party, including claims against Fika Architects directors, officers, shareholders, subcontractors, employees, consultants, and agents shall not exceed the total compensation received by Fika Architects under this agreement.

### **Design Fees:**

Based on our current understanding of your project Fika Architects will provide our design services for a lump sum fee outlined below:

Phase 1 – Schematic Design & SPA.....	\$4,000.00
Phase 2 – Construction Documents - .....	\$20,000.00
MEP Drawings .....	\$5,000.00
Phase 3 – Bidding & Negotiation.....	\$2,500.00
<u>Phase 4 – Construction Administration.....</u>	<u>\$9,000.00</u>
<b>Total Fee</b>	<b>\$40,500.00</b>

### **Option Add:**

- 3d Renderings..... \$1,000.00 each

**Reimbursable Expenses:**

- 24x36 B&W printed drawings..... \$6.25 per sheet
- Hourly services including travel..... \$125.00/hour
  - + \$0.65/mile

Sincerely,  
Fika Architects



David M Murphy, AIA, NCARB

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Apr. 15 - 2024



April 8, 2023

Lapeer County  
John Bustle  
255 Clay Street  
Lapeer, MI 48446

RE: Animal Shelter Addition – Revise to East side with Sally Port

Dear John,

Thank you for considering H2A for the architectural and engineering services on your Animal Shelter Addition. H2A Architects is pleased to make this proposal for services. The following is a description of our understanding of the project scope, our scope of work, fee quotations, and general provisions of the agreement.

### **Project Scope**

The overall scope of the project is to construct a new 40 x 60 addition to the existing Animal Shelter building. The addition is intended as staff and animal only space. It will contain approximately 30 indoor kennels with individual outdoor runs. It will also contain an interior food room with space for small dog kennel carts. Support facilities within the addition include a wash station, storage, laundry, and food prep tables. The facility will be insulated, heated, and cooled, and contain water heating equipment capable of heating the water for washing dog bowls, washing down all surfaces daily, daily laundry and an occasional dog wash. A conceptual plan is attached and labeled Exhibit A. The conceptual plan is intended to be revised as shown in Exhibit D, with an enclosed sally-port as a secure drive through animal surrender bay.

All construction and surfaces shall be such that the facility can be 'hosed down' on a daily basis and sanitized, including all building walls, kennel walls, floors, doors and all components that come in contact with the animals. Kennels shall have solid opaque walls 6' high, a small percentage of the kennels shall extend to the ceiling or have a 'cap' on the kennel. The building will have continuous slot drains to carry away water from the washing down process, in addition there shall be a fleeces disposal system to deposit fleeces collections into the sanitary sewer system. Hose bibs with hot & cold water shall be located around the facility easily accessible. A 3-compartment sink shall be located near the food prep area. No restroom will be contained in the new addition.

The new addition will be linked to the existing building with the drive through sally port type of connection. The sally-port shall be heated and cooled to temporarily house surrendered animals over weekends. The heating, cooling and ventilation of the sally port should be discussed during the planning stages of this project since this can add considerable cost to the project, the project engineering costs, and the lifetime energy use of the building. Other alternatives should be discussed such as heating, cooling and ventilating a smaller room within the sally port to reduce these types of short range and long range costs.





Outdoor kennel runs shall be attached to each indoor kennel with access through a guillotine style door. Outdoor kennels shall be covered and include a concrete slab. A perimeter fence shall surround the outdoor runs enclosing them in a secondary fence/dog walk area that is accessible by lawn tractor.

The existing facility includes limited alterations. These include re-siding the existing large wooden fascia areas and modifying the roof ridge configuration similar to Exhibit C.

Alterations to the existing facility shall also be undertaken to create a visitors/adoption room. The existing northwest small animal room shall be altered to create a visitors/adoption room with a wall removal and new wall constructed. Other ADA modifications are limited to the existing restroom door and door hardware off the public areas. Any public that needs to pass through the existing secured access door, does so assisted by a staff member. The staff member is able to open doors that may otherwise have inadequate maneuvering space for wheelchair access. The new weather lobby vestibule shown in exhibit A and C, is no longer planned to be executed under this project.

### Scope of Services

The scope of H2A service is comprised of evaluation of existing conditions and the existing proposed plan, design development to further the development of the sally port idea with proposed building plans, site plans, and associated cost projections, followed by development of construction documents and specifications for the construction of the new building. This includes working closely with the Owner's representative group to confirm and include their needs. Services also include selection of interior and exterior finish color recommendations.

Services shall include providing instructions to bidders and bid requirements, contract forms, submissions for building permits, assistance in solicitation of bids, and recommendations. The scope of services shall also include construction phase services including preconstruction kick-off, contractor communication and coordination, pay application review, change orders, assisting resolving field issues, final punch list and project close-out.

### Summary:

- Evaluate proposed plan – and explore and develop sally port idea - Exhibit A and as revised in Exhibit D
  - Evaluate building code compliance.
  - Develop site plans and floor plans and elevations
  - Develop cost projection
- 
- Develop adequate for site plan review.
  - Submit for site plan review including attending public meetings and making revisions.
  - Develop full construction documents, civil, structural, architectural, mechanical and electrical.
  - Develop bid requirements and full project technical specifications.
  - Submit sealed plans & building permit application, respond to comments.
- 
- Assist in bid solicitation, inquiries, clarifications, bid review.
  - Provide bid award recommendations.
  - Prepare contracts.
- 
- Assist during construction phase – pre-construction meeting, communications, pay application review, change orders, field issues, punch list and project closeout.
- (break lines coordinate with fee pricing on next page)*





## Project Schedule

The schedule for the project is understood to begin immediately upon the Owners approval to proceed. This scope of work can be completed within 3-4 months. The site plan review approval may take up to 3 – 6 months.

## Fee

Fees are estimated based on the scope and extent of work known at this time. All fees will be billed monthly as the work progresses and shall be based on the following estimates not to exceed. (*Changes in scope of work, expressed or unforeseen may result in an increase in total fee below.*)

Architectural & Engineering Services for Design Development	\$ 20,000.00*
Architectural & Engineering Services for Construction Documents	\$ 78,500.00
Architectural & Engineering Services for Assistance in Bid Phase	\$ 5,000.00
Architectural & Engineering Services for Assistance in Construction Phase	<u>\$ 25,000.00</u>
<b>Total</b>	<b>\$128,500.00</b>

*\*Fees for services after the Design Development services, can be re-examined after the Design Development phase, which is after the extent of need for heating, cooling, and ventilating the entire sally port has been assessed in the Design Development phase.*

## Clarifications

Improvements to the site require civil engineering. Additionally, structural engineering, mechanical, electrical and plumbing improvements are expected to be a portion of the project. H2A utilizes engineering consultants to perform these portions of the work.

H2A selects consultants for the Client's project as a convenience to our Clients. The selection is based on our past experience with various engineering consultants, their quality of work and their pricing. H2A endeavors to make the best selection based on our professional opinion.

An adequate property survey will be required to undertake this project. The fee within this proposal **does** include topography survey work from Owner provided legal descriptions.

H2A's scope of work does not include soil analysis, soil borings will be needed and will need to be provided by **others**. The Owner may elect to obtain these services by a professional testing engineer of their choice.

No wetlands or endangered species investigations are included in this proposal.

H2A's scope of work, under this proposal, does not include hazardous material identification or remediation.

No new parking is proposed as part of the project, however new pavement is included to re-establishment of a driveway connection to the site to the east, as shown in Exhibit B and Exhibit D.



**Agreement Execution:**

If you are in agreement with the terms of this proposal, the general provisions and terms and conditions attached, please sign a copy and return a copy, or initiate a contract and include this proposal as an exhibit. If you have any questions, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'JH' with a stylized flourish.

Jacqueline Hoist, AIA  
Project Manager



## General Provisions

Insurance: Our insurance certificate describing our insurance limits is available upon request.

Project and fee changes:

- If the project scope changes from the above description, our fee may need to be revised
- Additional requested services will be billed at our hourly rates until the extent of extra work is determined.
- If the project is cancelled for any reason during the design or construction document phase, work completed to date will be billed at hourly rates.
- Fee changes shall be approved in writing by the Owner before proceeding.

Monthly Invoices: Invoices will be submitted for the proportion of the total services actually completed and will be billed at project completion or the end of each month for ongoing services. Invoices are due within 21 days of Owners receipt of invoice.

Construction: Our firm(s) do not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all in connection with the new construction, modifications or repairs.

Indemnification: Our firm(s) agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by our negligent acts, errors or omissions in the performance of professional service under this Agreement and those of his or her sub-consultants, or anyone for whom the firm(s) are legally liable.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to another entity without prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owners negligent acts, errors or omissions and those of his or her contractors, sub-contractors or consultants or anyone for whom the Owner is legally liable, and arising from the project that is the subject of this Agreement.

Limits of Liability: In recognition of the relative risks and benefits of the Project to both the Owner and H2A Architects, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of H2A Architects and their officers, employees, Owners and subconsultant for any and all claims, losses, costs damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of H2A Architects and their officers, employees, Owners and subconsultants shall not exceed the total fee for their services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law.

Use of Existing Documents: In consideration of the risks and rewards involved in this Project, the Owner agrees that any existing documents, surveys, drawings, documentation of the existing built site and facilities, provided to H2A by the Owner or by the prior consultants of the Owner, may be relied upon as to their accuracy and completeness without independent investigation by H2A and their consultants.



It is further understood and agreed that if the Client declines H2A's or any of the Consultant's recommendations for inspections and testing, the Client will assume all responsibility for these elements and the Client will waive any claims against H2A or their Consultants that may be in any way connected thereto.

Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by H2A and their Consultants regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expenditure of sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees to bear all costs, losses and expenses, including the cost of H2A's additional services, arising from the discovery of concealed or unknown conditions in the existing building.

All building codes are subject to interpretations, H2A will provide guidance for the Client's project development based on their professional opinion of the building code. This does not constitute a guarantee that the building official will accept the interpretation at submission for plan review or any other time during the construction of the project. The Client will be required to comply with the interpretation of the building official or appeal the decisions through the process established by the building code. While H2A may assist the Client during this process it is considered an extra service.

The American's with Disabilities Act (ADA) is a Civil Rights Act and not a building code. While it requires the provisions of certain construction it is not a construction code and is not enforced by the building official, it is enforced by the Department of Justice through the filing of a claim. The ADA is subject to interpretations, H2A will provide guidance for the Client's project development based on their professional opinion of the requirements of the Act. This is not to be considered legal advice. It also does not constitute a guarantee that the interpretation will not be challenged with a claim at any time during the life of the project. The Client will be required to comply with the interpretation of the Department of Justice. While H2A may assist the Client during this process it is considered an extra service.

Under the scope of services for this proposal, and unless specifically excluded by the Owner, H2A shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work, and to determine, in general, that the work is in compliance with the Contract Documents. H2A shall not be required to make exhaustive or continuous on-site inspections. H2A shall also review and certify (if appropriate), that the Contractor's pay requests, to the best of their knowledge, is appropriate to the amount of work in place. H2A shall review the Contractor's key product submissions for compliance with the contract documents. Where changes are either desired by the Owner or required by construction conditions, H2A shall prepare bulletins to obtain contractor pricing, and prepare change orders for the work for the Owners approval and execution as part of the Contract Document. Upon the Contractor's notice of completion, H2A shall make inspection of the work to determine the date of Substantial Completion and make a list of any items that are not completed in accordance with the Contract Documents. H2A shall provide the Contract and the Owner with copies of the Certificate of Substantial Completion, along with the list of the non-satisfactory items to be addressed. If additional scopes of services are added to the scope of work during the construction phase, this Agreement shall be amended to provide additional compensation to be paid to H2A for performing such services.

Drawings, specifications and other documents prepared by the Architect for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Should this agreement be terminated the Owner's right to use these documents shall cease unless specifically granted in writing by the Architect.

If H2A receives verbal or email approval to proceed, and begins work on the project, it will be considered the same as signing this agreement unless other provisions have been agreed upon in writing.

Our firm(s) is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

Accepted by:

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

### **FINANCE/ REGISTER OF DEEDS**

Lori Gebhardt and Jackie Arnold were present to discuss the replacement of hardware at Register of Deeds. Gebhardt explained that current hardware is outdated. Brief discussion on what would need to be replaced occurred.

6. **Motion by Knisely, supported by Kohlman, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize the purchase of a new server, 11 desktop computers, 7 monitors, to include the cost of installation for a total cost not to exceed \$50,000.00, to be paid from 256-711-977.010, with a budget amendment to follow.**

### **ANIMAL CONTROL**

Stephanie King was present to discuss changes to the possible new building. King presented the proposed layout attaching to the other side of the building with an enclosed sally port/secured area. King explained how plans eliminate the quarantine concerns that Zender expressed previously. Bustle shared this would also eliminate the DTE costs of moving poles and/or wires. King shared an update, after meeting with Building & Grounds Mechanical Supervisor, on furnace filtration for the quarantine. King explained current building remodel to create an adoption room. Brief discussion on fire suppression requirement occurred. King also explained plans for additional outdoor kennel space. Zender expressed concern to keep projects separate. Discussion on bid process occurred with the updated layout. Bustle will reach back out to the 3 companies that bid on the project and report back to the committee.

### **BUILDING & GROUNDS**

John Bustle was present to discuss possibility of a GPS and maintenance system for the County Fleet. Bustle explained how the software would work and how it would be an improved system for maintenance records. Benefits also included liability protection based on record keeping for the County employees and the County itself. Kohlman expressed concerns of the GPS not working in remote areas throughout the county. Kohlman expressed concerns on the costs for the system. Zender suggested a trial period, with just a couple vehicles to ensure this is the route the County would like to proceed with.

John Bustle discussed a received request to use the Historic Courthouse lawn during bike night. Bustle explained that this request is for 12 Fridays during the summer and to have items such as dunk tank in the lawn for kids and families. Discussion on rental value and deposit fees occurred. Bustle discussed the increase in weddings at the Historic Courthouse over the years and what is currently already reserved for the summer. Discussion on how this would affect weddings occurred. Zender referred back to properties with an updated procedure.

### **ADMINISTRATION**

Moses Sanzo was present to discuss the pavilion lease between the County and City of Lapeer. Zender gave an update regarding the meeting with City Manager. Zender explained specific maintenance items that the City planned to fix. Zender confirmed with Bustle that Building and Grounds would have time to complete the items. Zender expressed wanting to begin in the lease with the pavilion in good condition. One of the items was the removal of the exterior curtains used to enclose the pavilion for heating purposes. Discussion occurred regarding costs and condition of the curtains. Bustle would have the curtains condition inspected and if in good



### **DRAINS**

Joe Suma was present to discuss the lake level orders for Merritt Lake, Lake Nepessing, Lake Lapeer, Lake Metamora, and Winn Lake. Suma explained that lake levels are set by a court order and Suma is requesting to build in a variance to consider for seasonal wet/dryness. Further questions and discussion on lake levels and how they are maintained occurred. Suma requested that resolutions be submitted and presented for further discussion at Committee of the Whole and then moved to Full Board meeting.

2. **Motion by Howell, supported by Haggadone, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to recommend that the Committee of the Whole and Board of Commissioners consider resolutions regarding updates to the lake level orders and the Part 307 Process, as further investigation by the Drain Commission finds necessary. Motion carried.**

### **CMH**

Brooke Sankiewicz was present to discuss the possible new building. Information on the final drawing bid was received and presented for discussion. Knisely expressed concern that the drawing bids were not comparable. Discussion on funding for the building occurred and what the next steps would be. Bustle expressed it needing to go through the RFP process.

3. **Motion by Howell, supported by Bustle, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize the preparation of the RFP process for the new CMH building. Motion carried.**

### **ANIMAL CONTROL**

Stephanie King was present to discuss changes to the possible new building. King shared having the opportunity to visit Genesee and Oakland County Animal Control buildings. King shared information on kennel changes based on visits and further research. Bustle shared working with DTE on options and costs for electrical lines. Zender expressed concerns on quarantine area and the possibility of a remodel within the current building for better functionality. Request for King to further develop a layout and return to the next properties committee.

### **BUILDING & GROUNDS**

John Bustle was present to discuss the sale of 2017 Dodge Charger, general fleet vehicle. Bustle explained that currently Lapeer Education Technology Center has a County 2008 Dodge Charger, that has been being used for their Public Safety Careers program since 2012. Discussion on vehicle and insurance were discussed. Bustle explained plans for the 2017 to go to auction in 2024. Zender expressed wanting to sell the vehicle at a market value of what the County would receive at auction. Bustle shared previous auction sales for comparable vehicles. Bustle shared meeting with the school about the 2008 Charger and both parties understand the removal of the car unless purchased.

**CMH**

Brooke Sankiewicz was present to review the drawing bids that were received for the new CMH building. Bids were briefly reviewed and compared with concerns on parts of the language. It was noted that another architect was submitting a bid, however, it was not received yet. Another architect was contacted, however, Building and Grounds did not receive a response. It was agreed to bring back to properties once all drawing bids were received.

Sankiewicz began discussion on a 12-passenger van that CMH is requesting to sell. Zender explained that county policy is that anything of value would go to auction. Sankiewicz explained that CMH contracts with Central State Group home and all 6 beds at the location are for CMH patients. Sankiewicz explained the van requested to be sold, CMH no longer has use for. Sankiewicz explained that regardless, CMH would end of purchasing a similar passenger van for the group home. Sankiewicz explained that once CMH purchases/sells a van to the Group Home, the Group Home up rates a per person charge to CMH to cover the cost of the van. Sankiewicz provided several trade-ins versus private party pricing for the van. Brief discussion on title transfer and sales tax occurred.

1. **Motion by Kohlman, supported by Knisely, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize the County to sell passenger van to Central State Group Home at a price of \$14,243.00. Motion carried.**

**BUILDING & GROUNDS**

John Bustle was present to further discuss county vehicles. Bustle explained that currently the County supplies a vehicle to MSUE. Looking further into the vehicle, the contract with MSUE does not mention a vehicle. Bustle explained that MSUE has only one county employee. Bustle explained that Building and Grounds pays for all the maintenance to the vehicle.

2. **Motion by Knisely, supported by Kohlman, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to authorize the reassignment of the current vehicle from MSUE to Building and Grounds general fleet. Motion carried.**

**ANIMAL CONTROL**

Stephanie King was present to discuss the new animal control building addition. The three drawing bids were presented and briefly reviewed. Concerns of maintenance for snow and grass was discussed. Zender expressed concerns on the quarantine area and the functionality of the space. King shared current kennel space is 34 and with the addition it would increase space in the quarantine area. Further discussion on making the building larger to anticipate for growth. Concerns and discussion of expanding and growth of staff occurred. Bustle gave an update regarding DTE and pricing for electricity poles and transformers to be relocated. Discussion on location of building and various options for electricity placement occurred. Zender expressed wanting the State of Michigan MDARD to see the plans of the addition. Zender requested that King visit Oakland County Animal Control, research some more options for kennels, and bring back to properties committee. It was discussed that the building plans would remain in properties committee until a request for monies and at that time be moved to the ARPA committee.

## A.R.P.A. COMMITTEE

**DECEMBER 14, 2023**

***CONFERENCE ROOM 302– ADMINISTRATION OFFICE, COUNTY COMPLEX  
255 CLAY STREET, LAPEER, MI 48446***

Chairman Kevin Knisely called the meeting to order at approximately 11:10 a.m. in Conference Room 302 in the Administration Office on the third floor of the County Complex.

Commissioners Present: Commissioners Kevin Knisely, Gary Howell, and Tom Kohlman.

Others: Moses Sanzo, County Controller/Administrator; Jackie Arnold, CFO; Doreen Clark, Office Manager; John Bustle, Building & Grounds/Parks Director; Stephanie King, Chief Animal Control Officer; Dave Eady; and Truman Mast (observation only).

### **AGENDA**

The agenda was reviewed.

**Motion by Howell, supported by Kohlman, to approve the agenda as presented. Motion carried unanimously.**

### **MINUTES**

The minutes from the November 9, 2023 ARPA Committee Meeting were briefly reviewed and discussed.

**Motion by Kohlman, supported by Howell, to approve the minutes from the November 9, 2023 A.R.P.A. Committee Meeting, as presented. Motion carried unanimously.**

### **ANIMAL CONTROL – PROPOSED ADDITION**

Stephanie King and Dave Eady were present to review their proposed plans that were previously discussed at the last Properties Committee Meeting to expand the Animal Control facility. The proposed unofficial drawings were reviewed and they would like the new areas to include an approximate 40x60 drive in area where the vehicle could drop off animals so they don't attack the public or staff, and the animals won't be able to run away from the building towards the busy road. It would also include a food storage area and bigger kennels to handle the larger dog breeds. Discussed the possibility of having track-style kennels that are adjustable in size to accommodate both big and small breeds. They would also like to have an area specified for dogs in quarantine, puppies, another adoption area and more storage. Discussion followed regarding whether the addition will require fire suppression, and the need for block building for easy cleaning. Lengthy questions and discussion followed and it was a consensus of the Committee that we need to proceed with getting engineered drawings.

**Motion by Kohlman, supported by Bustle, based upon the recommendation of the ARPA Committee, to authorize the Buildings & Grounds/Parks Department to proceed with acquiring quotes for engineering drawings and oversight services related to the proposed addition to the Animal Control Building as discussed at the December 14, 2023 A.R.P.A. meeting and report back to the ARPA meeting. Motion carried unanimously.**



**PARKS**

John Bustle shared concerns of liability and maintenance of the Polly Ann Trail Lease. Bustle explained that even after meeting with the State there were still questions of maintenance funding. Moses Sanzo shared the opportunity for Counsel to look at the lease. Sanzo shared that the signing the lease may not be required to receive the pending grant monies. Bustle shared concerns from the Road Commission along with concerns on funding for costs to cover the engineers to design a plan for the grant, being that the grant is already on a time constraint. Sanzo shared creating a list of questions for the State to clarify and extending an invitation for the State to attend a future meeting.

**ANIMAL CONTROL**

Stephanie King was present to discuss concerns regarding current layout of the building. King shared the normal number of animals being held on a daily basis has consistently been increasing over the past couple years. King explained current layout has each dog, aggressive or not, needing to be leashed and walked through the building to get to the runs outside. King shared ideas of zero contact housing for the dogs that are attached to outdoor runs. This is not only for the safety of staff and volunteers, but also the increased outdoor activity could increase the wellness of the animals which could help make them become adoptable. Dave Eady shared concerns of current lobby area. Eady shared idea of a sally port area where staff could safely enter with a new animal without fear of the animal getting away or interacting with the public. King explained that changes would not result in an increase of capacity limits or an increase in staff. Further discussion on parking, food prep areas, outdoor fencing, and costs occurred. It was recommended that plans be brought to next ARPA meeting for further discussion.

**ADJOURN**

Motion by Knisely, supported by Bustle, to adjourn the meeting. Motion carried. 11:31 a.m.

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Tom Kohlman, Chairman  
Lapeer County Properties Committee

## PROPERTIES COMMITTEE

**November 30, 2023**

***Room 302 COUNTY COMPLEX  
255 CLAY STREET, LAPEER, MI 48446***

Chairman Kohlman called the meeting to order at approximately 10:30 a.m. in Room 302 of the County Complex.

Members Present: Commissioners Tom Kohlman, Kevin Knisely, Truman Mast, Moses Sanzo, County Administrator/Controller, John Bustle, Building Grounds/Parks Director, Jackie Arnold, CFO

Others: Jillian Weiss, Special Events Coordinator, Lauren Emmons, CMH Director, Stephanie King, Chief Animal Control Officer, Dave Eady, Contractual Animal Control

Visitors/ Citizens:

### **MINUTES**

The minutes from November 9, 2023 were briefly reviewed.

**Motion by Mast, supported by Knisely, to approve the minutes from the November 9, 2023 meeting of the Properties Committee meeting as presented. Motion carried.**

### **COMMUNITY MENTAL HEALTH**

John Bustle shared the updated bids as requested for the exterior security cameras. Bustle recommended that the Harmony Hall and CMH building be split between two companies due to bid pricing. Brief discussion on concerns with recordings being held at separate buildings and how much storage is necessary. Lauren Emmons shared that requested amount includes monies for live feed to the 911 operations center.

- 1. Motion by Knisely, supported by Mast, to recommend to the Full Board, pursuant to the recommendation of the Properties Committee, to approve the installation of security cameras on the exterior of the CMH Building and Harmony Hall, to be paid for by CMH Funding, at a cost not to exceed \$15,500.00, at no additional cost to the County's General Fund. Motion carried.**

**POLICIES AND PROCEDURES COMMITTEE**  
**NOVEMBER 22, 2023**

***CONFERENCE ROOM 302 – ADMINISTRATION OFFICE, COUNTY COMPLEX  
255 CLAY STREET, LAPEER, MI 48446***

Chairman Gary Howell called the meeting to order at approximately 1:00 p.m. in the Conference Room 302 in the Administration Office.

Members Present: Commissioners Gary Howell, Truman Mast, and William Hamilton.

Others: Moses Szanzo, County Administrator/Controller; Doreen Clark, Office Manager; Stephanie King, Animal Control Officer and Dave Eady (current temporary contractual staff at Animal Control and former Chief ACO)

**AGENDA**

**Motion by Hamilton, supported by Mast, to approve the Agenda as presented. Motion carried unanimously.**

**MINUTES**

The minutes from the October 19, 2023 Policies & Procedures Committee meeting were reviewed.

**Motion by Mast, supported by Hamilton, to approve the minutes from the October 19, 2023 Policies and Procedures Committee meeting as presented. Motion carried unanimously.**

**ANIMAL CONTROL ORDINANCE**

Stephanie King and Dave Eady from Animal Control were present to further discuss the newly simplified revised Animal Control Ordinance that they updated. Each change was reviewed and discussed. Several questions and questions followed regarding "vicious" and "nuisance" animal definitions and suggested changes were offered for clarification.

Chairman Howell asked Animal Control to make the final changes and once prepared, he will schedule another Policies & Procedures Committee Meeting for another review by the Committee.

Dave Eady expressed his concern for the staff's safety after the dog bite incident that occurred yesterday at the Animal Control building due to a dog that reacted viciously because it was scared and how updates to the building could eliminate this problem with an intake area. It was noted that building changes should be addressed by the Properties Committee.