



**BOARD OF TRUSTEES**  
**Regular Meeting**  
**April 11, 2018**  
**7:00 p.m.**

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. CLOSED SESSION
7. PUBLIC HEARINGS
8. PUBLIC COMMENT: Restricted to three minutes regarding issues on this agenda
9. REPORTS/BOARD COMMENTS
  - A. Current List of Boards and Commissions – Appointments as needed
    1. Board of Trustee Representative to the Planning Commission
10. CONSENT AGENDA
  - A. Communications
  - B. Minutes – March 28, 2018- regular meeting
  - C. Accounts Payable
  - D. Payroll
  - E. Meeting Pay
  - F. Fire Reports
11. NEW BUSINESS
  - A. Discussion/ Action: (Smith) Award contract for the Charter Township of Union/City of Mt. Pleasant Water Systems Study to Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) contingent upon approval of contract between FTCH and the City of Mt. Pleasant Board of Commissioners
  - B. Discussion/ Action: (Smith) Award bid for 2018 Sanitary Sewer Cleaning and Televising to Greenscape General Contracting
  - C. Discussion/ Action: (Smith) Award bid for Professional Architectural Services and Construction Phase Services at the Isabella Treatment Facility for office remodel to Goudreau Associates

- D. Discussion/ Action: (Stuhldreher) Approve four(4) contracts with the Isabella County Road Commission (ICRC) for the rehabilitation of four (4) miles of gravel roads within the Township
- E. Discussion/Action: (Stuhldreher) Approve participation contract with Isabella County Road Commission(ICRC) for the replacement of the bridge on Meridian Rd over the north branch of the Chippewa River
- F. Discussion/Action: (Stuhldreher) Approve two (2) Participation Contracts with the Isabella County Road Commission (ICRC) for the rehabilitation of two (2) miles of Deerfield Rd. between Crawford Rd. and Whiteville Rd.
- G. Discussion: (Stuhldreher) Financial contribution in support of the City of Escanaba's "dark store" litigation in Menard Inc. v City of Escanaba

12. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue

13. MANAGER COMMENTS

14. FINAL BOARD MEMBER COMMENT

15. ADJOURNMENT



## Board Expiration Dates

| Planning Commission Board Members (9 Members) 3 year term               |           |               |                 |
|---|-----------|---------------|-----------------|
| #   | F Name    | L Name        | Expiration Date |
| 1-BOT Representative  |           |               | 11/20/2020      |
| 2-Chair   | Phil      | Squatrito     | 2/15/2020       |
| 3- Vice Chair   | Bryan     | Mielke        | 2/15/2021       |
| 4-Secretary   | Alex      | Fuller        | 2/15/2020       |
| 5 - Vice Secretary  | Mike      | Darin         | 2/15/2019       |
| 6   | Stan      | Shingles      | 2/15/2021       |
| 7   | Ryan      | Buckley       | 2/15/2019       |
| 8   | Denise    | Webster       | 2/15/2020       |
| 9   | Doug      | LaBelle II    | 2/15/2019       |
| Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term   |           |               |                 |
| #   | F Name    | L Name        | Expiration Date |
| 1-Chair   | Tim       | Warner        | 12/31/2019      |
| 2-PC Rep / Vice Chair   | Bryan     | Mielke        | 2/18/2021       |
| 3-Vice Secretary  | Jake      | Hunter        | 12/31/2019      |
| 4   | Andy      | Theisen       | 12/31/2019      |
| 5   | Paul      | Gross         | 12/31/2018      |
| Alt. #1   | John      | Zerbe         | 12/31/2019      |
| Alt. #2   | Taylor    | Sheahan-Stahl | 2/15/2021       |
| Board of Review (3 Members) 2 year term                                 |           |               |                 |
| #   | F Name    | L Name        | Expiration Date |
| 1   | Doug      | LaBelle II    | 12/31/2018      |
| 2   | James     | Thering       | 12/31/2018      |
| 3   | Bryan     | Neyer         | 12/31/2018      |
| Alt #1  | Mary Beth | Orr           | 1/25/2019       |
| Citizens Task Force on Sustainability (4 Members) 2 year term           |           |               |                 |
| #   | F Name    | L Name        | Expiration Date |
| 1   | Laura     | Coffee        | 12/31/2018      |
| 2   | Mike      | Lyon          | 12/31/2018      |
| 3   | Jay       | Kahn          | 12/31/2018      |
| 4   | Phil      | Mikus         | 11/20/2020      |
| Construction Board of Appeals (3 Members) 2 year term                   |           |               |                 |
| #   | F Name    | L Name        | Expiration Date |
| 1   | Colin     | Herron        | 12/31/2019      |
| 2   | Richard   | Klumpp        | 12/31/2019      |
| 3   | Andy      | Theisen       | 12/31/2019      |
| Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term |           |               |                 |
| 1   | Mark      | Stuhldreher   | 12/31/2018      |
| 2   | John      | Dinse         | 12/31/2019      |
| Chippewa River District Library Board 4 year term                       |           |               |                 |
| 1   | Ruth      | Helwig        | 12/31/2019      |
| 2   | Lynn      | Laskowsky     | 12/31/2021      |



## Board Expiration Dates

| EDA Board Members (11 Members) 4 year term                              |         |           |                 |
|---|---------|-----------|-----------------|
| #   | F Name  | L Name    | Expiration Date |
| 1   | Thomas  | Kequom    | 4/14/2019       |
| 2   | James   | Zalud     | 4/14/2019       |
| 3   | Richard | Barz      | 2/13/2021       |
| 4   | Robert  | Bacon     | 1/13/2019       |
| 5   | Ben     | Gunning   | 11/20/2020      |
| 6   | Marty   | Figg      | 6/22/2018       |
| 7   | Sarvjit | Chowdhary | 1/20/2022       |
| 8   | Cheryl  | Hunter    | 6/22/2019       |
| 9   | Vance   | Johnson   | 2/13/2021       |
| 10  | Michael | Smith     | 2/13/2021       |
| 11  | Mark    | Perry     | 3/26/2018       |
| Mid Michigan Area Cable Consortium (2 Members)                          |         |           |                 |
| #   | F Name  | L Name    | Expiration Date |
| 1   | Kim     | Smith     | 12/31/2020      |
| 2   | Vacant  |           |                 |
| Cultural and Recreational Commission (1 seat from Township) 3 year term |         |           |                 |
| #   | F Name  | L Name    | Expiration Date |
| 1   | Brian   | Smith     | 12/31/2019      |
| Sidewalks and Pathways Prioritization Committee (2 year term)           |         |           |                 |
| #   | F Name  | L Name    | Expiration Date |
| 1 BOT Representative  | Phil    | Mikus     | 7/26/2019       |
| 2 PC Representative   | Denise  | Webster   | 8/15/2018       |
| 3 Township Resident   | Sherrie | Teall     | 8/15/2019       |
| 4 Township Resident   | Jeremy  | MacDonald | 10/17/2018      |
| 5 Member at large   | Barbara | Anderson  | 8/15/2019       |

**2017 CHARTER TOWNSHIP OF UNION**  
**Board of Trustees**  
**Regular Meeting**

A regular meeting of the Charter Township of Union Board of Trustees was held on March 28, 2018 at 7:00 p.m. at Union Township Hall.

**Meeting was called to order at 7:04 p.m.**

**Roll Call**

Present: Supervisor Gunning, Clerk Cody, Treasurer Rice, Trustees B. Hauck, Mikus, and Woerle  
Excused: Trustee Lannen

**Approval of Agenda**

Mikus moved Rice supported to approve the agenda as presented. **Vote: Ayes: 6 Nays: 0.**  
**Motion carried.**

**Presentations**

**Public Hearings**

**Public Comment** - open 7:05 p.m.

Lesley Withers, 2211 O'Connor Drive –asked for an engineering study on the McDonald Rd. Lift Station.

Russ Alwood, 2435 O'Connor Drive – asked for an engineering study on the McDonald Rd. Lift Station.

**Reports/Board Comments**

- A. **Board of Trustee Representative to the Planning Commission Appointment**  
Discussion was held by the Board – No action taken.

Mikus –Sidewalk/Pathway Prioritization Committee updates.

Cody – Mt. Pleasant City Commission updates.

Gunning –Board of Review and EDA updates.

Woerle- Election Committee (Woerle, Hauck, & Cody) updates.

Hauck – Isabella County Road Commission updates.

**Consent Agenda**

- A. Communications
- B. Minutes March 12, 2018 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. Policy Governance 2.5.10 Cash Flow Ratio

Woerle moved Rice supported to approve the consent agenda as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

## **BOARD AGENDA**

**A. Discussion/ Action: (Smith) Award bid for electrical relocation and upgrade to Block Electric at the Isabella Treatment Facility in preparation for office remodel**

Mikus moved Woerle supported to approve awarding bid for electrical relocation and upgrade to Block Electric in the amount of \$10,250.00 at the Isabella Treatment Facility in preparation for office remodel at this site. **Vote: Ayes 5 Nays: 1. Motion carried.**

**B. Discussion/ Action: (Smith) Award bid for 2018 Sanitary Sewer Manhole Rehabilitation to Culy Contracting**

Woerle moved Cody supported to approve awarding bid for 2018 Sanitary Sewer Manhole Rehabilitation to Culy Contracting in the amount of \$29,786.00. **Vote: Ayes: 6 Nays: 0. Motion carried.**

**C. Discussion/ Action: (Smith) Award bid to Divine Power Inc. for demolition and removal of decommissioned iron removal filter located at Isabella Treatment Facility for office remodel at this site**

Mikus moved Rice supported to approve awarding bid to Divine Power Inc. in the amount of \$10,160.00, for the demolition and removal of decommissioned iron removal filter located at Isabella Facility in preparation for office remodel at this site. **Vote: Ayes: 5 Nays: 1. Motion carried.**

**D. Discussion: (Trustees) Building Official Discussion**

Discussion was held by the Board.

**E. Discussion: (Gunning ) McDonald Rd. Lift Station Discussion**

Discussion was held by the Board.

**EXTENDED PUBLIC COMMENT** - Open 8:13 p.m.

Deborah Gray, 905 S. Mission – Comments made regarding medical marijuana.

**MANAGER COMMENTS**

- Question directed to the Board confirming 4 miles of township gravel roads for the budgeted 2018 gravel road rehabilitation project with the Isabella County Road Commission.
- Tribal Grant Program 2% Application will be submitted for the Isabella Rd. intersection improvement.

**FINAL BOARD MEMBER COMMENTS**

Gunning – Direct question to the Township Manager regarding 2% applications.

Rice – Mentioned the MTA annual conference April 23 – 26, 2018.

Woerle – Reported from an article in the Morning Sun regarding additional road funding coming to local communities. Also, complimented the young people in the community for their demonstration for commonsense gun regulations in the March for Our Lives event held on Saturday, March 24, 2018.

**ADJOURNMENT**

**Cody moved Rice supported to adjourn the meeting at 8:52 p.m. Vote: Ayes: 6 Nays: 0. Motion carried.**

**APPROVED BY:**

\_\_\_\_\_  
**Lisa Cody, Clerk**

\_\_\_\_\_  
**Ben Gunning, Supervisor**

*(Recorded by Jennifer Loveberry)*

DRAFT

| Check Date               | Bank | Check   | Vendor | Vendor Name                                 | Description                    | Amount           |
|--------------------------|------|---------|--------|---|--------------------------------|------------------|
| Bank 101 POOLED CHECKING |      |         |        |   |                                |                  |
| 03/29/2018               | 101  | 175 (E) | 01105  | MASTERCARD                                  | MASTERCARD CRAWFORD            | 157.90           |
|                          |      |         |        |   | MASTERCARD BEBOW               | 603.04           |
|                          |      |         |        |   | MASTERCARD WALDRON             | 113.13           |
|                          |      |         |        |   | MASTERCARD DEARING             | 3,125.32         |
|                          |      |         |        |   | MASTERCARD RADAR               | 25.47            |
|                          |      |         |        |   | MASTERCARD MCBRIDE             | 4,674.64         |
|                          |      |         |        |   | MASTERCARD GALLINAT            | 22.26            |
|                          |      |         |        |   | MASTERCARD ROCKAFELLOW         | 151.85           |
|                          |      |         |        |   | MASTERCARD FUSSMAN             | 86.48            |
|                          |      |         |        |   | MASTERCARD SMITH K             | 599.98           |
|                          |      |         |        |   | MASTERCARD STUHLBREHER         | 25.64            |
|                          |      |         |        |   | MASTERCARD HOHLBEIN            | 10.58            |
|                          |      |         |        |   |                                | <u>9,596.29</u>  |
| 04/11/2018               | 101  | 176 (E) | 00146  | CONSUMERS ENERGY PAYMENT CENTER             | 5240 E BROOMFIELD              | 990.82           |
|                          |      |         |        |   | 900 MULBERRY                   | 108.45           |
|                          |      |         |        |   | STREET LIGHTS-SPEC ASSESSMENTS | 51.71            |
|                          |      |         |        |   | 5525 E REMUS                   | 95.51            |
|                          |      |         |        |   | 2270 NORTHWAY                  | 29.23            |
|                          |      |         |        |   | 2055 ENTERPRISE                | 284.53           |
|                          |      |         |        |   | 1660 BELMONT                   | 79.91            |
|                          |      |         |        |   | 1933 S ISABELLA                | 634.62           |
|                          |      |         |        |   | 5144 BUDD                      | 24.22            |
|                          |      |         |        |   | 5142 BUDD                      | 160.05           |
|                          |      |         |        |   | 5537 E BROADWAY                | 466.26           |
|                          |      |         |        |   | 5076 S MISSION                 | 928.87           |
|                          |      |         |        |   | 4795 S MISSION                 | 2,233.90         |
|                          |      |         |        |   | 4797 S MISSION                 | 550.83           |
|                          |      |         |        |   | 5228 S ISABELLA                | 7,543.58         |
|                          |      |         |        |   | 4822 ENCORE                    | 119.87           |
|                          |      |         |        |   | 4244 E BLUE GRASS              | 78.52            |
|                          |      |         |        |   | 800 CRAIG HILL                 | 51.88            |
|                          |      |         |        |   | 4520 E RIVER                   | 519.68           |
|                          |      |         |        |   | 2188 E PICKARD                 | 112.49           |
|                          |      |         |        |   | 1776 E PICKARD                 | 135.19           |
|                          |      |         |        |   | 1876 E PICKARD                 | 178.33           |
|                          |      |         |        |   | 2180 S LINCOLN                 | 26.45            |
|                          |      |         |        |   | 2010 S LINCOLN                 | 968.81           |
|                          |      |         |        |   | 2495 E DEERFIELD               | 337.01           |
|                          |      |         |        |   | 2424 W MAY                     | 540.69           |
|                          |      |         |        |   | 1633 S LINCOLN                 | 273.39           |
|                          |      |         |        |   | 5319 E AIRPORT                 | 36.05            |
|                          |      |         |        |   | 1046 S MISSION                 | 146.73           |
|                          |      |         |        |   | 3998 E DEERFIELD               | 106.49           |
|                          |      |         |        |   | 3248 S CONCOURSE               | 246.98           |
|                          |      |         |        |   | 1605 SCULLY                    | 79.08            |
|                          |      |         |        |   | 2279 S MERIDIAN PUMP HOUSE     | 171.44           |
|                          |      |         |        |   | 2279 S MERIDIAN                | 703.33           |
|                          |      |         |        |   | 4511 E RIVER                   | 11,958.05        |
|                          |      |         |        |   |                                | <u>30,972.95</u> |
| 04/11/2018               | 101  | 177 (E) | 00146  | VOID  |                                |                  |
|                          |      |         |        | Void Reason: Created From Check Run Process |                                |                  |
| 04/11/2018               | 101  | 178 (E) | 00146  | VOID  |                                |                  |



| Check Date                                  | Bank | Check | Vendor | Vendor Name                       | Description   | Amount  |
|---|------|-------|--------|-----------------------------------|---|---|
| Void Reason: Created From Check Run Process |      |       |        |                                   |   |   |
| 04/11/2018                                  | 101  | 20058 | 00020  | JAMES ALWOOD                      | WELL SITE LEASE-MAR 2018  | 260.64  |
| 04/11/2018                                  | 101  | 20059 | 00095  | C & C ENTERPRISES, INC.           | JANITORIAL SUPPLIES - WWTP<br>AIR FRESHENER - TWP HALL  | 27.00<br>40.75  |
|   |      |       |        |                                   |   | <u>67.75</u>  |
| 04/11/2018                                  | 101  | 20060 | 00155  | COYNE OIL CORPORATION             | FUEL IN TOWNSHIP VEHICLES<br>FUEL IN TOWNSHIP VEHICLES  | 462.49<br>686.55                                      |
|   |      |       |        |                                   |   | <u>1,149.04</u>                                       |
| 04/11/2018                                  | 101  | 20061 | 01171  | DBI BUSINESS INTERIORS            | LABELS - BLDG DEPT  | 31.79   |
| 04/11/2018                                  | 101  | 20062 | 00176  | PATRICIA DEPRIEST                 | FLEX MEDICAL REIMBURSEMENT 3-22-18  | 20.00   |
| 04/11/2018                                  | 101  | 20063 | 01426  | ENVIRONMENTAL RESOURCE ASSOCIATES | COLIFORM & CHEMICALS  | 645.73  |
| 04/11/2018                                  | 101  | 20064 | 00209  | ETNA SUPPLY COMPANY               | SENSUS TOUCHPAD METER   | 250.00  |
| 04/11/2018                                  | 101  | 20065 | 01221  | ANDREW FUSSMAN                    | MILEAGE REIMB FOR LEAK ON SCULLY  | 5.18  |
| 04/11/2018                                  | 101  | 20066 | 00257  | GOURDIE-FRASER, INC.              | PUMP STATION #4 MANHOLE UPGRADE   | 255.00  |
| 04/11/2018                                  | 101  | 20067 | 01573  | KOORSEN FIRE & SECURITY           | FIRE EXTINGUISHER INSPECTION - TWP HALL<br>FIRE EXTINGUISHER INSP - WWTP<br>FIRE EXTINGUISHER INSP - ISABELLA   | 366.07<br>232.25<br>211.33                            |
|   |      |       |        |                                   |   | <u>809.65</u>   |
| 04/11/2018                                  | 101  | 20068 | 01576  | DOUG LABELLE                      | BOR TRAINING MILEAGE REIMBURSEMENT  | 44.69   |
| 04/11/2018                                  | 101  | 20069 | 00001  | M T A                             | ABCS OF ZBAS - JOHN ZERBE   | 109.00  |
| 04/11/2018                                  | 101  | 20070 | 00405  | METTLER-TOLEDO, INC.              | ONSITE PREVENTIVE MAINTENANCE   | 849.88  |
| 04/11/2018                                  | 101  | 20071 | 01574  | BRYAN NEYER                       | BOR TRAINING MILEAGE REIMBURSEMENT  | 21.80   |
| 04/11/2018                                  | 101  | 20072 | 00494  | NORTH CENTRAL LABORATORIES        | QA/QC STANDARD<br>BK-800 ASPIRATOR BOTTLE   | 114.31<br>237.46                                      |
|   |      |       |        |                                   |   | <u>351.77</u>   |
| 04/11/2018                                  | 101  | 20073 | 00493  | NORTH STAR INSTRUMENTATION, LLC   | ANNUAL FLOW METER CALIBRATION - 2017  | 2,474.00  |
| 04/11/2018                                  | 101  | 20074 | 00532  | PLUMMER'S ENVIRONMENTAL SERV.     | GROUT MANHOLES ALONG US-127   | 5,760.00  |
| 04/11/2018                                  | 101  | 20075 | 01577  | JAMES THERING                     | BOR TRAINING MILEAGE REIMBURSEMENT  | 44.69   |
| 04/11/2018                                  | 101  | 20076 | 01314  | VERIZON WIRELESS                  | CELL PHONES 2-16-18 TO 3-15-18  | 477.43  |
| 04/11/2018                                  | 101  | 20077 | 01257  | JOSH WALDRON                      | MILEAGE REIMBURSEMENT<br>MILEAGE REIMBURSEMENT  | 16.35<br>10.90  |
|   |      |       |        |                                   |   | <u>27.25</u>  |
| 04/11/2018                                  | 101  | 20078 | 00703  | WASTE MANAGEMENT OF MICHIGAN, INC | DUMPSTER SERVICE - JAMESON<br>DUMPSTER SERVICE - SHOP<br>DUMPSTER SERVICE - WWTP<br>DUMPSTER SERVICE - ISABELLA<br>DUMPSTER SERVICE - MCDONALD APRIL<br>DUMPSTER SERVICE - TWP HALL APRIL | 125.71<br>52.93<br>814.15<br>78.60<br>182.04<br>61.64 |
|   |      |       |        |                                   |   | <u>1,315.07</u>                                       |
| 04/11/2018                                  | 101  | 20079 | 01236  | WEB ASCENDER                      | WEBSITE Q2 HOSTING 2018   | 90.00   |
| 04/11/2018                                  | 101  | 20080 | 00723  | WINN TELECOM                      | PHONE SERVICE 3/15/18 - 4/14/18   | 168.08  |
| 04/11/2018                                  | 101  | 20081 | 01246  | WOLVERINE POWER SYSTEMS           | MAINT & REPAIR GENERATOR - MERIDIAN WELL<br>MAINT & REPAIR GENERATOR - PUMP STATION<br>MAINT & REPAIR GENERATOR - ISABELLA WELL<br>MAINT & REPAIR GENERATOR - PUMP STATION                | 368.00<br>290.00<br>565.00<br>610.00                  |

04/05/2018 11:11 AM  
User: SHERRIE  
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION  
CHECK DATE FROM 03/29/2018 - 04/11/2018

| Check Date                 | Bank | Check | Vendor | Vendor Name              | Description                             | Amount          |
|----------------------------|------|-------|--------|--------------------------|---|-----------------|
|                            |      |       |        |                          | MAINT & REPAIR GENERATOR - PUMP STATION | 290.00          |
|                            |      |       |        |                          |   | <u>2,123.00</u> |
| 04/11/2018                 | 101  | 20082 | 01483  | XEROX FINANCIAL SERVICES | LEASE PAYMENT-MAR 2018                  | 1,500.76        |
| 101 TOTALS:                |      |       |        |                          |   |                 |
| Total of 29 Checks:        |      |       |        |                          |   | 59,421.44       |
| Less 2 Void Checks:        |      |       |        |                          |   | <u>0.00</u>     |
| Total of 27 Disbursements: |      |       |        |                          |   | 59,421.44       |

|  |
|--|
| <b>Charter Township of Union</b><br><b>Payroll</b> |
|--|

**CHECK DATE: April 5, 2018**

**PPE: March 31, 2018**

**NOTE: CHECK TOTAL FOR TRANSFER**

|   |           |                  |
|---|-----------|------------------|
| Gross Payroll                             | \$        | 51,747.10        |
| Employer Share Med                        |           | 724.38           |
| Employer Share SS                         |           | 3,097.22         |
| SUI                                       |           | 208.77           |
| Pension-Employer Portion                  |           | 3,104.32         |
| Workers' Comp                             |           | 527.01           |
| Life/LTD                                  |           | 493.84           |
| Dental                                    |           | 902.25           |
| Health Care                               |           | 14,624.10        |
| Health Care Contribution                  |           | (1,303.71)       |
| Cobra/Flex Administration                 |           | 724.90           |
| PCORI Fee                                 |           | -                |
| <br>                                      |           |                  |
| <b>Total Transfer to Payroll Checking</b> | <b>\$</b> | <b>74,850.18</b> |

**NOTE: PAYROLL TRANSFER NEEDED**

|  |           |                  |
|--|-----------|------------------|
| General Fund                                 | \$        | 31,198.80        |
| EDDA   |           | -                |
| WDDA   |           | -                |
| Sewer Fund                                   |           | 22,401.18        |
| Water Fund                                   |           | 21,250.20        |
| <br>   |           |                  |
| <b>Total To Transfer from Pooled Savings</b> | <b>\$</b> | <b>74,850.18</b> |

TOTAL TRANSFER FROM POOLED SAVINGS TO PAYROLL ACCOUNT

**CONFIRMATION NUMBER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ACH NUMBER:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**CHARTER TOWNSHIP OF UNION  
MEETING PAY REQUEST FORM  
2018**

BOARD MEMBER: Bill Hawk

MONTH: March 2018

| Date | Meeting  | Time Attended |              | Total   |
|------|----------|---------------|--------------|---------|
|      |          | 1hr or less   | More than Hr |         |
| 3-23 | I.C.R.C. | X             |              | \$50.00 |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |
|      |          |               |              |         |

SIGNATURE: Bill Hawk Date: 3-26-18

1. This form is filled out by the board member monthly and turned into the Finance Director. Completed requests will be added to the consent agenda for approval at the next regular board meeting. After board approval, payment will be added to the next regular payroll process.
2. Only list those meetings that you have attended. You are required to list the amount of meeting time you were in attendance. The amount paid is subject to the time you spent during the actual meeting. 1 to 60 minutes is reimbursed at \$50. Anything greater than 60 minutes is reimbursed at \$75.
3. Attendances at all day conferences/sessions are reimbursed as one meeting at \$75.



# REQUEST FOR TOWNSHIP BOARD ACTION

**To:** Mark Stuhldreher - Township Manager                      **DATE:** March 20, 2018

**FROM:** Kim Smith – Public Works Coordinator                      **DATE FOR BOARD CONSIDERATION:** April 11, 2018

**ACTION REQUESTED:** The Township Board of Trustees is requested to award the contract for the Charter Township of Union/City of Mt. Pleasant Water Systems Study to Fishbeck, Thompson, Carr & Huber, Inc. (FTCH), of Grand Rapids, MI, in the not to exceed amount of \$61,075 contingent upon approval of the contract between FTCH and the City of Mt. Pleasant Board of Commissioners.

Current Action                       Emergency

Funds Budgeted: If Yes  Account # 591-536-800.001 No  N/A

Finance Approval \_\_\_\_\_

**BACKGROUND INFORMATION**

The Charter Township of Union is evaluating the most effective method of supplying softened water to Township residents. The City of Mt. Pleasant seeks to improve water pressure in the City water system, especially in the southern part of the City. The Township and City have supply wells, treatment plants, storage facilities, and distribution systems that are located near each other and wish to explore the synergistic opportunities related to sharing facilities, assets, and potential cost savings provided by the economies of scale of a joint system. Currently, each municipality operates and maintains their own infrastructure independent of one another.

The Charter Township of Union and the City of Mt. Pleasant invited engineering consultants to submit qualifications and proposals for the necessary engineering, technical, and financial analysis to complete a planning document outlining the Township’s and City’s potential opportunities to reduce costs, improve service, and improve water quality. The planning document would include the following three scenarios:

1. Treatment processes and design options to provide softened water utilizing the Township’s water treatment, water sources, and distribution system as a standalone system.
2. Treatment processes and design options to provide softened water from the City of Mt. Pleasant Treatment Facility to the Township’s water distribution system.
  - A. Utilizing the City of Mt. Pleasant raw water sources only
  - B. Utilizing both the City and Township raw water sources
3. Design and operating options to address the City of Mt. Pleasant’s low water pressure area by utilizing both the Township and City water systems.

On November 29, 2017, the following three proposals were received for this study:

| Scenarios   | Engineering Consulting Firms |                                     |   |
|---|------------------------------|-------------------------------------|---|
|   | FTCH<br>Grand Rapids, MI     | Rowe/Tetra Tech<br>Mt. Pleasant, MI | Gourdie-Fraser, Inc.<br>Traverse City, MI |
| 1. Township Only - 100%   | \$34,000                     | \$31,700                            | \$21,320                                  |
| 2A. City/Township - 50%/50%                                       | \$14,750                     | \$25,600                            | \$29,790                                  |
| 2B. City/Township - 50%/50%                                       | \$16,250                     | \$28,700                            | \$32,380                                  |
| 3. City Only - 100%   | \$16,500                     | \$5,500                             | \$26,280                                  |
| Rate Analysis - 50%/50%   | \$26,000                     | Included above                      | Included above                            |
| Cost Savings for Completing<br>all 3 Scenarios<br>(Split 50%/50%) | -\$2,850                     | \$0                                 | -\$9,500                                  |
| <b>Total Study Cost</b>   | <b>\$104,650</b>             | <b>\$91,500</b>                     | <b>\$100,270</b>                          |
| <b>Total Township Cost</b>  | <b>\$ 61,075</b>             | <b>\$58,850</b>                     | <b>\$ 47,655</b>                          |
| <b>Total City Cost</b>  | <b>\$ 43,575</b>             | <b>\$32,650</b>                     | <b>\$ 52,615</b>                          |

To help select the consultant, the selection team used a Quality Based Selection (QBS) process. This process weighed a number of factors including cost, qualifications of the firm, relevant experience, and quality of the proposed work plan. The selection team included the Union Township Manager, the Mt. Pleasant City Manager, and public works staff from both municipalities. All three firms were interviewed following submission of the proposals. Follow up questions were provided and returned in writing by the three firms and reviewed by the selection team. As a result of this process, FTCH was mutually selected as the top candidate.

#### SCOPE OF SERVICES

Provide engineering, technical, and financial analysis to complete a planning document outlining the Township's options to provide softened water to Township water customers and the City's options for providing increased water pressure to the City's water distribution system.

The Consultant shall be responsible to review and analyze the current Charter Township of Union and City of Mt. Pleasant water system treatment plants, distribution systems components, storage facilities, pumping stations capacities, valve stations, raw water sources, raw water capacity, treated water capacity, water system pressures, water quality, fire protection pressure capacities, hydraulic analysis, production capacities, and system operations. This information shall be used as a basis for establishing existing operations, identifying deficiencies, and improvements to address treatment and pressure needs for the Township and City respectively. Applicable treatment methods, including potential locations, process types, and sizing of water softening plant operations and distribution system components for the immediate and future water softening needs of the Township and system pressure needs of the City shall be included in this evaluation.

**JUSTIFICATION**

It is recommended that the Township Board of Trustees authorize the contract for engineering services for the Charter Township of Union/City of Mt. Pleasant Water Systems Study to Fishbeck, Thompson, Carr & Huber, Inc. in the not to exceed amount of \$61,075 contingent upon approval of the contract between FTCH and the City of Mt. Pleasant. Funding for this study was included in the 2018 budget in the amount of \$50,000. Approval of this contract will require a budget amendment to account number 591-536-800.001 – Water Study in the amount of \$11,075.

**PROJECT IMPROVEMENTS**

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. Community well-being and common good

**COSTS**

This amount for the study would be deducted from the Water Fund account number 591-000-800.001 - Water Study, in the amount of \$50,000, and will require a budget adjustment to this account in the amount of \$11,075.00.

**PROJECT TIME TABLE**

Project will commence in May of 2018, with an estimated completion date of September 30, 2018.

**RESOLUTION**

Award the contract for the Charter Township of Union/City of Mt. Pleasant Water Systems Study to Fishbeck, Thompson, Carr & Huber, Inc. (FTCH), of Grand Rapids, MI, in the not to exceed amount of \$61,075 contingent upon approval of the contract between FTCH and the City of Mt. Pleasant Board of Commissioners.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:

## REQUEST FOR TOWNSHIP BOARD ACTION

**TO:** Mark Stuhldreher - Township Manager      **DATE:** April 2, 2018  
**FROM:** Kim Smith – Public Works Coordinator      **DATE FOR BOARD CONSIDERATION:** April 11, 2018  
**ACTION REQUESTED:** Request to award bid for 2018 Sanitary Sewer Cleaning and Televising to Greenscape General Contracting in the amount of \$68,517.75.

Current Action       Emergency

Funds Budgeted: If Yes       Account # 590-529-930.000      No       N/A

Finance Approval \_\_\_\_\_

### BACKGROUND INFORMATION

In accordance with MDEQ asset management requirements and Union Township’s Sanitary Sewer Asset Management Plan the Township must clean and televise all 208,526 feet of sanitary sewer mains within five years. As of January of 2018, 119,152 feet or 57% have been completed. An additional 39,153 feet are proposed to be completed in 2018, which will increase our percentage to 75%.

Cleaning and televising is done to clear any areas of the sewer system with a large amount of buildup or blockage as well as to rate the condition of the sanitary sewer mains. The information obtained from televising will be used for future capital improvement planning.

The Township received five bids for this project. These bids are as follows:

| Bidder                            | Amount                       |
|-----------------------------------|------------------------------|
| Greenscape General Contracting    | \$1.75 per foot/\$68,517.75  |
| Pipetex Infrastructure Services   | \$2.18 per foot/\$85,353.54  |
| Advance Rehabilitation Technology | \$3.25 per foot/\$127,247.25 |
| Plummers Environmental            | \$3.39 per foot/\$132,728.67 |
| Perspective Group                 | \$1.93 per foot/\$75,622.60  |

### SCOPE OF SERVICES

The scope of work for this project is as follows:

- Cleaning and televising of 39,153 feet of various diameter sanitary sewer mains

### JUSTIFICATION

I recommend that the project be awarded to Greenscape General Contracting in the amount of \$68,517.75. This recommendation is based on the following factors:

- Contractor’s ability to complete the project as specified
- Cost



The Township has not worked with Greenscape General Contracting in the past. Since we have not worked with them prior to this we completed several reference checks with communities they have worked with in the past as well as reviewed their deliverables to verify these meet our specifications.

**PROJECT IMPROVEMENTS**

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. Community well-being and common good
2. Safety
3. Health
4. Natural Environment

**COSTS**

\$68,517.75

This amount will be paid from the Sanitary Sewer Fund account number 590-529-930.000 - Repairs, and is included in the 2018 budget.

**PROJECT TIME TABLE**

The project time table is as follows:

Commencing on or after May 1, 2018  
Completion by August 1, 2018

**RESOLUTION**

Approval of the bid from Greenscape General Contracting in the amount of \$68,517.75 to complete the cleaning and televising of 39,153 feet of sanitary sewer mains.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:



2010 South Lincoln Road  
 Mt. Pleasant, MI 48858  
 989-772-4600 ext. 224 (phone)  
 989-773-1988 (fax)  
 ksmith@uniontownshipmi.com

### Bid Tabulation Sheet

Project: 2018 – Sewer Cleaning & Televising

Due Date: March 13, 2018 10:00 a.m.

| Bidder                            | Bid Bond | Amount           |
|-----------------------------------|----------|------------------|
| Greenscape General Contracting    | ✓        | \$1.75 68,517.75 |
| PipeTex Infrastructure Services   | ✓        | \$2.18 85,353.54 |
| Advance Rehabilitation Technology | ✓        | 3.25 127,247.25  |
| Plumbers Environmental            | ✓        | 3.39 132,728.67  |
| Perspective Group                 | ✓        | 1.93 75,622.65 - |
|                                   |          |                  |
|                                   |          |                  |
|                                   |          |                  |
|                                   |          |                  |

✓  
 ✓  
 ✓  
 ✓  
 (75,545.29)

Kimberly Smith      3-13-2018  
John C. Beben      3-13-2018

**Bid Form**

The undersigned having familiarized (himself/themselves) with the local conditions affecting the cost of the work and the Contract Documents, and hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete in a workmanlike manner all work required for sewer televising, cleaning, and condition rating in accordance with all NASCO, local, state, and federal requirements, for the following unit prices:

Approximately 39,153 feet of various size sanitary sewer mains areas of which are included in Attachment A.

\$ 1.75 per foot

Sixty Eight Thousand Five Hundred  
(written)  
Seventeen Dollars and Seventy Five/100 Dollars

RESPECTFULLY SUBMITTED:

Company Name Greenscape General Contracting  
Address P.O. Box 133  
City Lake, MI ST MI Zip Code 48432  
Area Code/Telephone Number 989-544-2489  
Date March 12, 2018  
Fax 989-544-2817  
E-Mail bw cataldo@yahoo.com

Authorized Signature Brian Cataldo  
Print of Type Name and Title Brian Cataldo President

# American Institute of Architects

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Greenscape, as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company, duly organized under the laws of the State of CA, as Surety, hereinafter called the Surety, are held and firmly bound unto Charter Township of Union, as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Amount Bid ( 5 % of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **Sewer Televising and Cleaning FY2018**

Bid Date: March 13, 2018

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of March, A.D. 2018.

John Swain (Witness)      Greenscape (Principal)  
Ben Cutch President (Title)

[Signature] (Witness)      Developers Surety and Indemnity Company (Surety)  
James S. Kurowski Attorney-in-Fact

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:  
\*\*\*James S. Kurowski, Gail A. Kurowski, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

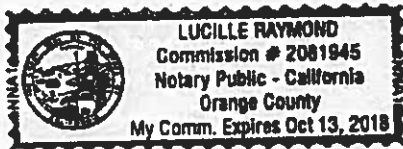
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of March, 2018

By: *Cassie J. Bernisford*  
Cassie J. Bernisford, Assistant Secretary



**Bid Form**

The undersigned having familiarized (himself/themselves) with the local conditions affecting the cost of the work and the Contract Documents, and hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete in a workmanlike manner all work required for sewer televising, cleaning, and condition rating in accordance with all NASCO, local, state, and federal requirements, for the following unit prices:


Approximately 39,153 feet of various size sanitary sewer mains areas of which are included in Attachment A.

\$ 2.18 per foot

TWO DOLLARS AND EIGHTEEN CENTS A FOOT  
(written) TOTAL EIGHTY FIVE THOUSAND THREE HUNDRED ~~THIRTY~~ ~~TWO~~ ~~HUNDRED~~ FIFTY THREE and 54 /100 Dollars

RESPECTFULLY SUBMITTED:

Company Name PIPETEK INFRASTRUCTURE SERVICES  
Address 861 WILLIAM  
City PLYMOUTH ST MI Zip Code 48170  
Area Code/Telephone Number 248-830-6965  
Date 3/12/18  
Fax N/A  
E-Mail KDEHNE @ PIPETEKSERVICES.COM

Authorized Signature   
Print of Type Name and Title KYLE N. DEHNE - MANAGING DIRECTOR



THE GUARANTEE COMPANY OF NORTH AMERICA USA

One Towne Square, Suite 1470
Southfield, Michigan 48076
Phone: 248-281-0281 Fax: 248-750-0431
www.gcna.com

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Pipetck Infrastructure Services, LLC
861 William St.
Plymouth, MI 48170 Bid No:TS 8024115-13

SURETY:
(Name, legal status and principal place of business)

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076

OWNER:
(Name, legal status and address)

Charter Township of Union
2010 S. Lincoln Road
Mount Pleasant, MI 48858

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Tender Amount (5%)

PROJECT:
(Name, location or address and Project number, if any)

Sewer Televising and Cleaning - FY 2018
Cleaning and Televisin of 39,153 feet of sanitary sewer main
Isabella County, Michigan

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of March, 2018

[Signature] (Witness)

Pipetck Infrastructure Services, LLC
Principal (Seal)

[Signature] MANAGING DIRECTOR (Title)

The Guarantee Company of North America USA
(Surety)

[Signature] Maria Suarez (Witness)

[Signature] Thomas Malco, Attorney-In-Fact (Title), (Seal)

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond 2010 edition.



### POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Irene LeBlanc, Theresa Hedberg, Dina Amaro-Elias, Richard Longland, Paul Hollingworth, Yves Bolland, Benoit Phénix, Nathalie Sanscartier, Cheryl Best-Pope, Olga Iankine, Dan Fletcher, Michel Bourque, François Forget, Steve Rees, Nelson de Quintal, Pamela Martin, Sean Deakin, Dana Hammond, Chelsea Fish, Greg Forsythe, Corey Pettit, Maryse Bertrand, Kim Roberts, David Thorpe, Bryan Kechnie, Heidi McIlmoyle, Thomas Mateo, Maria Suarez  
The Guarantee Company of North America USA

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Christine Lynn Karow  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2021  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2<sup>nd</sup> day of March, 2018



Randall Musselman, Secretary



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
*Home Office, Southfield, Michigan*  
**STATUTORY BALANCE SHEET**  
 December 31, 2016

**ASSETS**

|   |                             |
|---|-----------------------------|
| Cash and Short-Term Investments             | \$ 56,296,670               |
| Marketable Securities                       | 152,724,094                 |
| Premium and Agents Balances (under 90 days) | 3,793,752                   |
| Reinsurance Receivable on paid losses       | 3,671,820                   |
| Accrued Interest and Dividends              | 1,126,293                   |
| Other Assets                                | <u>220,511</u>              |
| Total Admitted Assets                       | <u><u>\$217,833,140</u></u> |

**LIABILITIES**

|   |                             |
|---|-----------------------------|
| Reserve for Losses and Loss Adjustment Expenses | \$ 8,795,674                |
| Unearned Premium Reserve                        | 16,585,684                  |
| Accrued Expenses                                | 2,658,127                   |
| Ceded Reinsurance Premiums Payable              | 3,280,155                   |
| Taxes, Licenses and Fees Payable                | 175,373                     |
| Federal Income Tax Payable                      | 572,565                     |
| Net Deferred Tax Liability                      | 1,746,522                   |
| Funds Held                                      | 3,409,090                   |
| Other Liabilities                               | <u>55,816</u>               |
| Total Liabilities                               | <u><u>\$ 37,279,006</u></u> |

**CAPITAL AND SURPLUS**


|  |                                 |
|--|---------------------------------|
| Common Stock and Paid-In Capital           | \$144,020,970                   |
| Surplus                                    | <u>36,533,164</u>               |
| Total Policyholders' Surplus               | <u><u>\$180,554,134</u></u>     |
| <br>Total Liabilities, Capital and Surplus | <br><u><u>\$217,833,140</u></u> |

State of Michigan  
 County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31<sup>st</sup> day of December 2016.

Sworn to before me this 3<sup>rd</sup> day of March 2017.

*Cynthia A. Takai*  
 Notary

  
 Stephen C. Ruschak, President & COO

Cynthia A. Takai  
 Notary Public, State of Michigan  
 County of Oakland

My Commission Expires February 27, 2018  
 Acting in Oakland County

**Bid Form**

The undersigned having familiarized (himself/themselves) with the local conditions affecting the cost of the work and the Contract Documents, and hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete in a workmanlike manner all work required for sewer televising, cleaning, and condition rating in accordance with all NASCO, local, state, and federal requirements, for the following unit prices:

Approximately 39,153 feet of various size sanitary sewer mains areas of which are included in Attachment A.

\$ ~~3.25~~ <sup>\$1</sup> 3.25 per foot

KA  
ART

Three +  
(written)

\_\_\_\_\_ and \_\_\_\_\_ /100 Dollars

25  
KA  
ART

RESPECTFULLY SUBMITTED:

Company Name ADVANCED Rehabilitation Technology

Address 01116 CTV RD 17

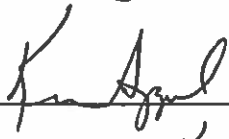
City Bryan ST OH Zip Code 43506

Area Code/Telephone Number 419-636-2684

Date 3/12/18

Fax 419-636-7437

E-Mail KAPPEL@ARTCOATINGTECH.COM

Authorized Signature 

Print of Type Name and Title KEVIN APPEL Sales

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Advanced Rehabilitation Technology, LTD  
1116 Country Road 17, Bryan, OH 43506

**SURETY (Name, and Address of Principal Place of Business):**

Ohio Farmers Insurance Company  
P.O. Box 5001, Westfield Center, OH 44251-5001

**OWNER (Name and Address):**

Charter Township of Union  
2100 S. Lincoln Road, Mt Pleasant, MI 48858

**BID**

**Bid Due Date:** March 13, 2018

**Description (Project Name— Include Location):** CCTV of Sanitary Sewers

**BOND**

**Bond Number:** Bid Bond

**Date:** March 8, 2018

**Penal sum** Five Percent of Amount Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**  
Advanced Rehabilitation Technology, LTD (Seal)

**SURETY**  
Ohio Farmers Insurance Company  
Surety's Name and Corporate Seal

By: Dustin Swatter  
Signature

By: Catherine M. Krueger  
Signature (Attach Power of Attorney)



Dustin Swatter  
Print Name

Catherine M. Krueger  
Print Name

Member  
Title

Attorney-in-Fact  
Title

Attest: K. Agard  
Signature

Attest: Holly R. Carver  
Signature Holly R. Carver

Title Sales

Title Attorney-in-fact

**Note: Addresses are to be used for giving any required notice.**

Surety Phone No. 330-887-0101

**Provide execution by any additional parties, such as joint venturers, if necessary.**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

General Power of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Catherine M. Krueger, SEVERALLY, of Toledo and State of OH their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -

Surety Bond Number: Bid Bond  
Principal: Advanced Rehabilitation Technology, LTD  
Obligee: Charter Township of Union

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 8th day of March, A.D., 2018.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus,  
National Surety Leader and Senior Executive

did

State of Ohio  
County of Medina ss.:

On this 8th day of March, A.D., 2018, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By: David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 8th day of March, A.D., 2018.

BPOAC (0:



By: Frank Carrino  
Frank Carrino, Secretary

**Bid Form**

The undersigned having familiarized (himself/themselves) with the local conditions affecting the cost of the work and the Contract Documents, and hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete in a workmanlike manner all work required for sewer televising, cleaning, and condition rating in accordance with all NASCO, local, state, and federal requirements, for the following unit prices:

Approximately 39,153 feet of various size sanitary sewer mains areas of which are included in Attachment A.

\$ 3.39 per foot

One Hundred Thirty-Two Thousand, Seven  
(written)  
Hundred Twenty-Eight and Sixty-Seven /100 Dollars

RESPECTFULLY SUBMITTED:

Company Name Plummer's Environmental Services

Address 10075 Sedroc Industrial

City Byron Center ST MI Zip Code 49315

Area Code/Telephone Number 616-877-3930

Date 3-13-2018

Fax 616-877-3937

E-Mail jroot@plummersenv.com

Authorized Signature 

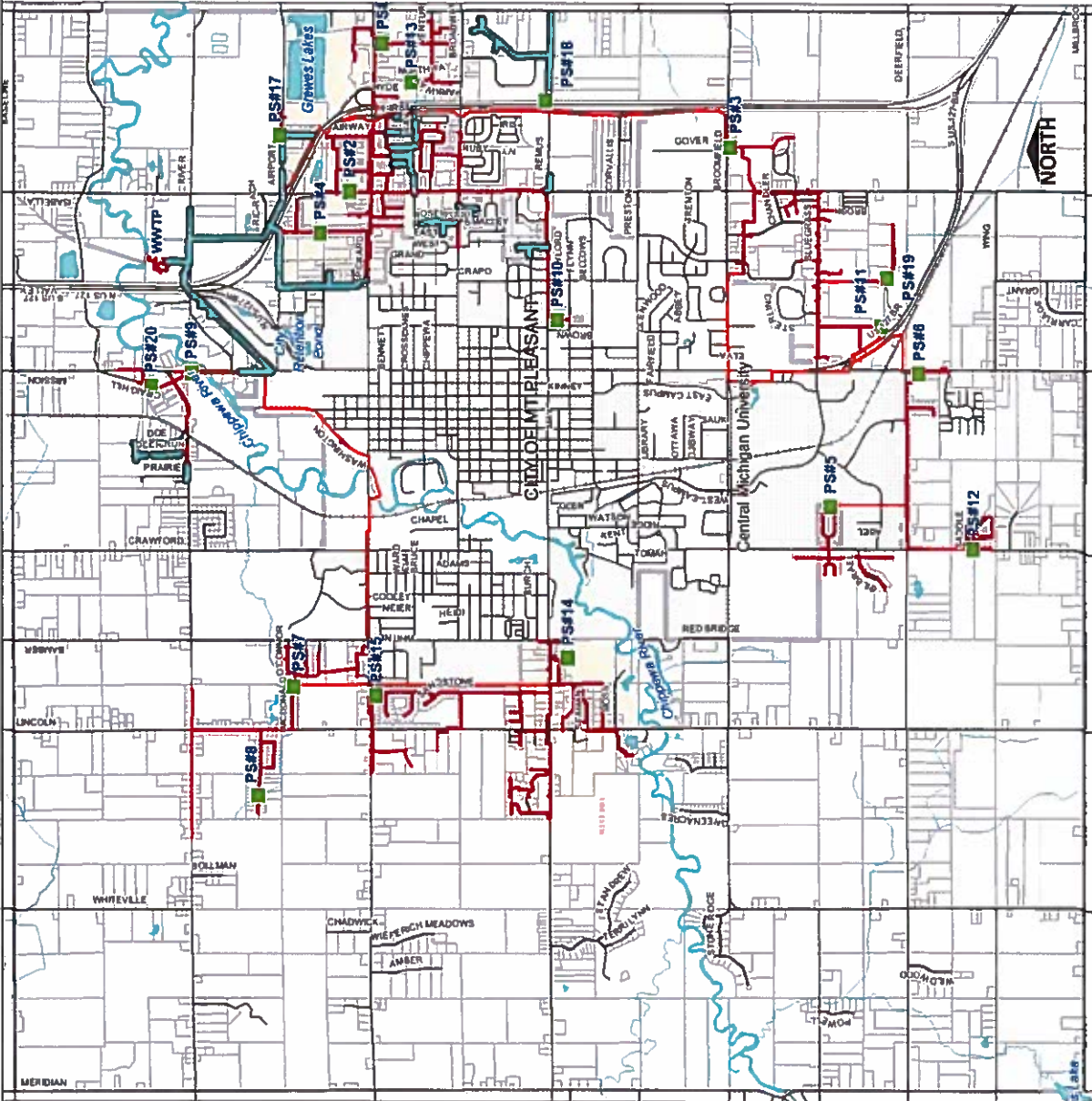
Print of Type Name and Title Jeff Root, Project Manager

# Sanitary Sewer Cleaning & Televising: Charter Township of Union Isabella County, Michigan

Proposed 2018 Sewer Main Projects  
Sewer Mains to Clean & Televising  
in 2018 (39,153 feet total)

- Lift Station
- Sewer Gravity Mains
- Sewer Force Mains
- River, Creek, or Drain
- Lake or Pond
- Township Parcel
- Township DDA Region
- Central Michigan University
- City of Mt. Pleasant

ATTACHMENT A



Map Production Date: February 13, 2018

# American Institute of Architects

AIA Document A310

## Bid Bond


KNOW ALL MEN BY THESE PRESENTS, that we, Plummer's Environmental Services, Inc., as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company, duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, is held and firmly bound unto Union Charter Township as Obligee, in the sum of Five Percent of the Bid Amount (5% of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

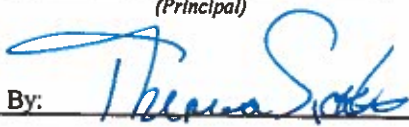
WHEREAS, the Principal has submitted a bid for: Sewer Televising and Cleaning – FY 2018


Bid Date: March 13, 2018


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of March, A.D. 2018.

  
\_\_\_\_\_  
(Witness)

Plummer's Environmental Services, Inc.  
(Principal)  
By:   
(Seal)  
\_\_\_\_\_  
(Title)

  
Cheri Holmes  
\_\_\_\_\_  
(Witness)

Employers Mutual Casualty Company  
(Surety)  
  
(Seal)  
\_\_\_\_\_  
Laura J. Northouse  
Attorney-in-Fact





**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: LAURA J. NORTHOUSE, JON LUNDERBERG, BRIAN L. MATTILA, PAUL S. BUITEN, V. JEAN NOLF, RANDAL J. BISHOP, LORI FISHER

Its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

**AUTHORITY FOR POWER OF ATTORNEY**

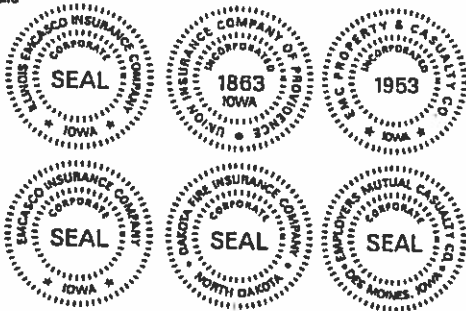
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

18th day of JANUARY, 2018.

Seals



Bruce G. Kelley  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

Todd Strother  
Todd Strother  
Vice President

On this 18th day of JANUARY AD 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Kathy Loveridge  
Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 18, 2018 on behalf of: LAURA J. NORTHOUSE, JON LUNDERBERG, BRIAN L. MATTILA, PAUL S. BUITEN, V. JEAN NOLF, RANDAL J. BISHOP, LORI FISHER

are true and correct and are still in full force and effect.

In Testimony Whereof, I have subscribed my name and affixed the facsimile seal of each Company this 9th day of March, 2018.

[Signature] Vice President

1.93x 39,153 \$ 75,565.29

**Bid Form**

The undersigned having familiarized (himself/themselves) with the local conditions affecting the cost of the work and the Contract Documents, and hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete in a workmanlike manner all work required for sewer televising, cleaning, and condition rating in accordance with all NASCO, local, state, and federal requirements, for the following unit prices:

Approximately 39,153 feet of various size sanitary sewer mains areas of which are included in Attachment A.

\$ 1.93 per foot

Seventy-Five Thousand, Six Hundred, Twenty-Two  
(written)  
\_\_\_\_\_ and 60 /100 Dollars

RESPECTFULLY SUBMITTED:

Company Name Perceptive Services and Operations, LLC

Address 140 East Bridge Street

City Plainwell ST MI Zip Code 49080

Area Code/Telephone Number 260-685-3040

Date 3/8/2018

Fax 269-685-3040

E-Mail treynolds@perceptivecontrols.com

Authorized Signature 

Print of Type Name and Title Todd Reynolds, President

Bid Date: 3/13/2018

Bond No.: N/A

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

Perceptive Service and Operations, 140 East Bridge Street, Plainwell, MI 49080

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

P.O. Box 3967, Peoria, Illinois 61612-3967 a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto

Charter Twp. of Union, 2010 S. Lincoln Rd., Mt. Pleasant, MI as Obligee, hereinafter called the

(Here insert full name and address or legal title of Owner)

Obligee, in the sum of Five Percent of the Attached Bid Dollars (5 %), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

(Here insert full name and address and description of project)

Cleaning and Inspection of Sanitary Sewer Pipes

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 6th day of March, 2018.

[Signature] (Witness) [Signature] (Principal) Perceptive Service and Operations, 140 East Bridge Street, Plainwell, MI 49080 (Seal)

[Signature] (Witness) [Signature] (Surety) RLI Insurance Company (Seal)  
Barry W. Berman (Title) Attorney-in-Fact

# POWER OF ATTORNEY

**RLI Insurance Company  
Contractors Bonding and Insurance Company**  
9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Barry W. Berman, Colleen M. Berman, jointly or severally

in the City of Wixom, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of December, 2017.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President



State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 21st day of December, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 6th day of MARCH, 2018.

By: Gretchen L. Johnnig  
Gretchen L. Johnnig

Notary Public

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary





# REQUEST FOR TOWNSHIP BOARD ACTION

|   |  |
|---|--|
| <b>TO:</b> Mark Stuhldreher – Township Manager  | <b>DATE:</b> April 2, 2018                           |
| <b>FROM:</b> Kim Smith – Public Works Coordinator   | <b>DATE FOR BOARD CONSIDERATION:</b> April, 11, 2018 |
| <b>ACTION REQUESTED:</b> Request to award bid for Professional Architectural Services and Construction Phase Services at the Isabella Treatment Facility for office remodel at this site to Goudreau Associates in the amount of \$17,387.00. |  |

Current Action  Emergency

Funds Budgeted: If Yes  Account # 591-536-801.000 No  N/A

Finance Approval \_\_\_\_\_

### BACKGROUND INFORMATION

The 2018, Water Budget includes funds to remodel a portion of the Isabella Water Treatment Facility. The remodel project is being completed to facilitate the future expansion and need to hire additional personnel in the Township’s DPW as well as relocation of current DPW personnel from the Township Hall. The remodel and relocation is necessary to alleviate some of the Township’s need for additional office space for current and new employees.

Below is a list of the items and the cost estimate for each that will need to be executed in order to complete the remodel project.

|  | <b>Estimated Cost</b> |
|--|-----------------------|
| General Filter Demolition and Removal  | \$10,160.00           |
| Partial Roof Replacement (Otter Skin Flat Roof)  | \$4,800.00            |
| Electrical upgrade and relocation (relocate well drives, new transformer installed, new main breaker installed, new panel installed) | \$10,250.00           |
| Architectural Design/Bidding/Construction Observation Services   | \$17,387.00           |
| Estimated Office Furniture/Supplies Purchase   | \$10,000.00           |
| Estimated Construction Cost  | \$92,000.00           |
| Estimated IT Cost (install IT equipment/work station drops)  | \$5,000.00            |
| 10% Contingency  | \$9,200.00            |
| <b>Estimated Total Project Cost</b>  | <b>\$158,797.00</b>   |

In order to complete the office remodel professional services for architectural design and construction phase services are needed. The Township received three bids for these services.

The bids are as follows:

| <b>Bidder</b>      | <b>Amount</b> |
|--------------------|---------------|
| Goureau Associates | \$17,387.00   |
| Case Architecture  | \$20,800.00   |
| WTA Architects     | \$22,000.00   |

### **SCOPE OF SERVICES**

The scope of services will consist of an initial site visit to field verify and develop First Floor As-Built Plans, including mechanical and electrical, lighting and power. The As-Built Plan will be used to perform a code search, develop selective demolition and construction documents. The following tasks will be part of the Architectural Services:

#### **Design Phase**

- Architectural and Structural Design, New and Demolition Floor Plans, Space Programming/Office Layouts.
- Mechanical/Electrical/Plumbing Scope of Work Descriptions.
- Based upon Design Development meetings, discussions with collaborative design team including the Owner, the Design Team will develop final Design Development Documents for Owner approval.
- The Architect/Owner shall update the estimate for the cost of work and the schedule for site and building construction activities.

#### **Construction Documents Phase**

- Prepared for The Owner's approval Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
- Documents describing the quality, configuration, size, and relationship of all components to be incorporated into the project.
- Construction documents consistent with the project program, the construction budget, and the project schedule.
- Construction Documents will be used for construction bidding.
- The Architect/Owner shall update the estimate for the cost of work and the schedule for site and building construction activities.

#### **Construction Bidding Phase:**

- The project will be bid to local Contractors and Sub-Contractors
- The Architect/Owner shall update the estimate for the cost of work and the schedule for site and building construction activities.

#### **Construction Contract Administration Phase**

- The Architect shall prepare and provide administration of the contract between the Owner and Contractor as set forth in Document A104-2017, *Standard Form of Agreement between Owner and Contractor*. If the Owner and Contractor modify Document A104-2017, these modifications shall not affect the Architect's services under this Agreement unless the Owner and Architect amend this Agreement.
- Provide services to include project administration, assistance in bidding the project, shop drawing review and approval, RFI/sketch development, attendance at project meetings, review and approval of monthly contractor pay requests, change order development and generation of a punch list of items to be completed prior to final contractor payment.

- The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner to the extent provided in the Agreement.
- The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required, to become generally familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. Based on the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by Contractor, and (2) defects and deficiencies observed in the work.
- Provide a set of as-built drawings for maintenance purposes in both hard copy and electronic format.

**JUSTIFICATION**

It is recommended that the Township award the Professional Services consisting of Architectural Design and Construction Phase Services to Goudreau Associates in the amount of \$17,387.00. This recommendation is based on the following factors:

- Proposed work meet specifications
- Contractor’s past experience and ability to complete the project as specified
- Cost

**PROJECT IMPROVEMENTS**

Board of Trustees goals addressed by this award (From Policy 1.0: Global End)

1. Community well-being and common good

**COSTS**

\$17,387.00

The amount of this project will be paid from the Water Fund account number 591-536-801.000 –Professional and Contractual Services and is included in the 2018 budget.

**PROJECT TIME TABLE**

May – November 2018

**RESOLUTION**

Approval of the bid from Goudreau Associates for Professional Services associated with Architectural Design and Construction Phase Services at the Isabella Treatment Facility for office remodel at this site in the amount of \$17,387.00.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:

February 23, 2018

Kim Smith  
Department of Public Works  
Charter Township of Union  
2010 S. Lincoln Road  
Mt. Pleasant, MI. 48858

Re: Professional Services Proposal For: Union Township Water Treatment Building Renovations

Dear Kim,

This letter of proposal for professional services is in follow-up to our meetings and site visits at the Union Township Water Treatment Plant at 5228 S. Isabella, Mount Pleasant, MI on February 9<sup>th</sup> and February 15<sup>th</sup>. Thank you for sharing preliminary information relative to desirable spaces and functional relationships within the building.

**General Project Definition:**

It is our understanding that Union Township is outgrowing its office space at the Lincoln Road location. It is the intent of Union Township to make renovations at the existing Water Treatment Plant on Isabella Road to accommodate additional office and meeting space. The Owner's estimated project construction budget is \$70,000 - \$92,000.

**Scope of Work:**

Our understanding of the scope of work will involve building renovations/reconfigurations, including mechanical, electrical, plumbing, and interior finishes to create the following spaces:

- Owner Self-Performed Work:
  - Removal of existing sky lights, new roof framing/roofing.
  - Demo of existing tank, new roof framing/roofing.
  - Two concrete pads to be saw cut and replaced from 2" to 4".
  - Relocate existing electrical panel/transformer to south end of building – Consult with Electrician on upgrading 100-amp panel and transformer.
- 2010/2011 Building Addition (+/- 405 SF):
  - Create a kiosk and transaction window at the main entrance for customer payments.
  - Existing break room can be considered to create one (1) new office and one (1) copy/fax room. – If it meets programming needs.
- 1987 Existing Building (+/- 1,152 SF):
  - Finish existing exterior interior perimeter walls adding thermal insulation.



- New vestibule/entrance at 1987 building.
- Replace existing doors (overhead and walk-through) with new windows.
- Space plan for two (2) private offices
- Space plan for an additional (2-3) open/shared office space
- A conference/break room to accommodate 10-15 people during training.  
Existing break room casework and appliances to be moved to this room if new space plan accommodates.
- Demolition of 14” reinforced slab at existing tank and installation of new 4” floor slab.

### **Architectural Design & Construction Phase Services:**

Our services will consist of an initial site visit to field verify and develop First Floor As-Built Plans, including mechanical and electrical, lighting and power. The As-Built Plan will be used to perform a code search, develop selective demolition and construction documents. The following tasks will be part of our Architectural Services:

#### **Design Phase**

- Architectural and Structural Design, New and Demolition Floor Plans, Space Programming/Office Layouts.
- Mechanical/Electrical/Plumbing Scope of Work Descriptions.
- Based upon Design Development meetings, discussions with collaborative design team including the Owner, the Design Team will develop final Design Development Documents for Owner approval.
- The Architect/Owner shall update the estimate for the cost of work and the schedule for site and building construction activities.

#### **Construction Documents Phase**

- Prepared for The Owner’s approval Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
- Documents describing the quality, configuration, size, and relationship of all components to be incorporated into the project.
- Construction documents must be consistent with the project program, the construction budget, and the project schedule.
- Construction Documents will be used for construction bidding.
- The Architect/Owner shall update the estimate for the cost of work and the schedule for site and building construction activities.

#### **Construction Bidding Phase:**

- The project will be bid to local Contractors and Sub-Contractors
- The Architect/Owner shall update the estimate for the cost of work and the schedule for site and building construction activities.

#### **Construction Contract Administration Phase**

- The Architect shall prepare and provide administration of the contract between the Owner and Contractor as set forth in AIA Document A104-2017, *Standard Form of Agreement Between Owner and Contractor*. If the Owner and Contractor modify AIA Document A104-2017, these modifications shall not affect the Architect’s

services under this Agreement unless the Owner and Architect amend this Agreement.

- Provide services to include project administration, assistance in bidding the project, shop drawing review and approval, RFI/sketch development, attendance at project meetings, review and approval of monthly contractor pay requests, change order development and generation of a punch list of items to be completed prior to final contractor payment.
- The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner to the extent provided in the Agreement.
- The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required, to become generally familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. Based on the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by Contractor, and (2) defects and deficiencies observed in the work.
- Provide the Owner with a set of as-built drawings for maintenance purposes in both hard copy and electronic format.

**Basic Services:**

We are proposing an hourly engagement per the attached 2018 Billing Rates Schedule. Not to exceed **\$17,387.00** without your prior authorization to perform the following:

**1.) Field Verification/Load Existing Building**

|                                  |      |                 |
|----------------------------------|------|-----------------|
| Senior Project Manager (\$94/HR) | 6 HR | <u>\$564.00</u> |
|                                  |      | <b>\$564.00</b> |

**2.) MBC Code Research: Building and Fire Safety Code**

|                                  |      |                 |
|----------------------------------|------|-----------------|
| Principal Architect (\$157/HR)   | 1 HR | \$157.00        |
| Senior Project Manager (\$94/HR) | 2 HR | <u>\$188.00</u> |
|                                  |      | <b>\$345.00</b> |

**3.) Design Phase**

|                                     |          |                   |
|-------------------------------------|----------|-------------------|
| Principal Architect (\$157/HR)      | 2 HR     | \$314.00          |
| Senior Project Manager (\$94/HR)    | 20 HR    | \$1,880.00        |
| Interiors Project Manager (\$94/HR) | 5 HR     | \$470.00          |
| Mechanical/Electrical/Plumbing      | Lump Sum | <u>\$2,880.00</u> |
|                                     |          | <b>\$5,544.00</b> |

**4.) Construction Document & Bidding Phase**

|                                     |          |                   |
|-------------------------------------|----------|-------------------|
| Principal Architect (\$157/HR)      | 2 HR     | \$314.00          |
| Senior Project Manager (\$94/HR)    | 40 HR    | \$3,760.00        |
| Interiors Project Manager (\$94/HR) | 10 HR    | \$940.00          |
| Mechanical/Electrical/Plumbing      | Lump Sum | <u>\$4,320.00</u> |
|                                     |          | <b>\$9,334.00</b> |

**5.) Construction Contract Administration (Field & Office)**

|                                  |  |                   |
|----------------------------------|--|-------------------|
| Principal Architect (\$157/HR)   | Lump Sum                               | \$800.00*         |
| Senior Project Manager (\$94/HR) | (Principal Arch. + Sen. Proj. Manager) |                   |
| Mechanical/Electrical/Plumbing   | Lump Sum                               | <u>\$800.00</u>   |
|                                  |  | <b>\$1,600.00</b> |

*\*Construction Contract Administration will be billed at an hourly rate based on the attached Billing Rate Schedule, on an as-needed basis not to exceed \$800.00 without prior authorization.*

**OVERALL COSTS .....\$17,387.00**

**Design and Construction Delivery:**

The following proposal for professional services assumes that upon authorization to proceed with the Planning and Design Phase the Owner and Architect will enter into a formal agreement utilizing AIA Document B104-2017 *Standard Abbreviated Form of Agreement between Owner and Architect*. This agreement is for use where the Owner will be competitively bidding and constructing a smaller project under traditional General Contractor delivery using AIA Document A104-2017 - *Standard form of Agreement between Owner and Contractor for a project of Limited Scope*.

Thank you for your consideration of Goudreau & Associates, Inc. for professional services and we are looking forward to working with Union Township on this very important community Project. If you have any questions regarding our proposal or need additional information or clarification, please feel free to contact our office.

Sincerely,



Albert A. Goudreau, AIA, NCARB, LEED-AP

Union Township has received this proposal and herein authorizes Goudreau & Associates, Inc. to proceed.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Union Township

**Attachments:**

- *Goudreau & Associates, Inc. Hourly Billing Rates Schedule – 2018*
- *MacMillan Associates – Union Township Well Facility Office Renovation, MAI Project No.: 2018-8402*
- *Sample AIA Document B104-2017 Standard Abbreviated Form of Agreement between Owner and Architect.*
- *Sample AIA Document A104-2017 - Standard form of Agreement between Owner and Contractor for a project of Limited Scope*

**GOUDREAU & ASSOCIATES, INC.**

**HOURLY BILLING RATES SCHEDULE – 2018**

| <b><u>PROFESSIONAL &amp; STAFF</u></b>     | <b><u>BILLING RATE</u></b> |
|--|----------------------------|
| ARCHITECT- PRINCIPAL PROJECT LEADER        | \$157.00/HR                |
| SENIOR PROJECT MANAGER (A/E)               | \$94.00/HR                 |
| ASSOCIATE PROJECT MANAGER (GRADUATE A/E'S) | \$84.00/HR                 |
| INTERIORS PROJECT MANAGER                  | \$94.00/HR                 |
| ADMINISTRATIVE (BILLABLE IN PRODUCTION)    | \$63.00/HR                 |
| CONSTRUCTION PROJECT MANAGER               | \$94.00/HR                 |
| AUTOCAD TECHNICIANS (A/M/E/P)              | \$78.00/HR                 |

***ALL BILLING RATES ARE REVIEWED AND ADJUSTED ANNUALLY IN JANUARY AND WILL NOT BE INCREASED BY MORE THAT 5% PER YEAR.***



## AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

**CLIENT:** Goudreau Associates  
131 South Main Street  
Mt. Pleasant, MI 48858  
Attn: Shayna Bahlke

**DATE:** February 22, 2018

**PROJECT NAME/LOCATION:**

**MAI PROJECT NO.:** 2018-8402

Union Township Well Facility Office Renovation

### **SCOPE AND EXTENT OF SERVICES:**

Mechanical and Electrical Engineering, drafting, shop drawing review, one site visit during construction and one final punch list at completion of project construction. Project consists of repurposing 1,152 sf., from a water treatment equipment room to office/break space. MAI has included one design review meeting, one site visit for each discipline (Mechanical and Electrical) and one punch list site visit at end of project construction.

#### Mechanical Scope of Work

- Provide field verification of existing plumbing and HVAC at the renovated areas.
- Design revised plumbing to serve relocated breakroom sink to renovated area.
- Provide design of a residential furnace system to serve the new office/breakroom renovated area. Furnace system will utilize propane for heat source and a split system air conditioner.

#### Electrical Scope of Work

- Revise the existing lighting and general power in the existing breakroom to accommodate a new office and workroom.
- Provide power and data revisions to a new kiosk located at the existing entry.
- Revise the existing lighting and general power in the original building area per the new floor plan, which will be the new office/conference rooms.
- Renovated area will receive new normal lights and emergency lighting.
- New lighting will comply with new Michigan Energy Codes.
- The existing local transformer and branch panel board will be replaced and relocated as needed to allow for new floor plan.

### **SPECIAL CONDITIONS:**

1. MAI has not included plan review costs, inspection fees, construction permit fees, etc.
2. MAI has not included advertising fees, reproduction costs for bid documents, or bid document distribution costs.
3. This proposal includes plumbing and piping design located with the building to 5'-0" beyond the building walls. The site civil consultant shall be responsible for site utilities and shall determine location of utilities exiting the building.

4. The building Owner shall provide OSHA approved access to confined spaces including, but not limited to, tunnels and utility vaults.

FEE: Mechanical \$4,800  
Electrical \$3,200  
Total Fee \$8,000

(Note: Site visits (one during construction, one final punch list) has been included in the total \$8,000 fee. Site visits fee included is \$800).

The Terms & Conditions are a part of this Agreement.

Offered By:



\_\_\_\_\_  
Ronald A. Moulton, P.E.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
(Signature)

Project Manager  
\_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Officer)

MacMillan Associates, Inc.  
\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Company)



**Professional Services**  
**2018 Fee and Rate Schedule**  
**For**  
**Goudreau Associates**

| <u>Personnel/Classification</u> | <u>Hourly Rate</u> |
|---------------------------------|--------------------|
| Principal.....                  | \$ 137.00          |
| Associate.....                  | \$ 119.00          |
| Senior Project Engineer.....    | \$ 104.00          |
| Project Engineer.....           | \$ 99.00           |
| Senior Design Engineer.....     | \$ 91.00           |
| Design Engineer.....            | \$ 86.00           |
| Engineer.....                   | \$ 79.00           |
| Senior Technician.....          | \$ 90.00           |
| Technician.....                 | \$ 83.00           |
| Senior CAD Drafter.....         | \$ 77.00           |
| CAD Drafter.....                | \$ 71.00           |
| Clerical.....                   | \$ 55.00           |

*Overtime shall be charged at a rate equal to 1.3 times the above listed standard rate.  
 Above rates do not apply for expert testimony and depositions. Contact MAI for these rates.*

**Expenses**

*Expenses not normally incurred as part of the work will be charged at the rates noted below*

|   |              |
|---|--------------|
| Special printing or reproduction.....                         | cost + 15%   |
| Reproduction of drawing or specifications for bid purposes... | cost + 15%   |
| Long distance telephone or other communications.....          | cost + 15%   |
| Special mailing or delivery costs.....                        | cost + 15%   |
| Travel, lodging, etc.....                                     | cost + 15%   |
| Mileage.....  | 50 cents/mi. |
| All other costs incurred as a result of a client request..... | cost + 15%   |

**Consultants**

When consultants are required to perform work on a project, they will be billed at cost + 15%, unless hourly unit rates have previously been established.

## TERMS AND CONDITIONS

MacMillan Associates, Inc. (MAI) shall perform the services outlined in this agreement for the stated fee arrangement.

### Access to Site

Unless otherwise stated, MAI will have access to the site for activities necessary for the performance of the services. MAI will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

### Fee

The total fee shall be lump sum, unless indicated otherwise. Where the fee arrangement is to be on an hourly basis or additional services are required, the rates shall be those that prevail at the time services are tendered. Fee and rate schedule are as attached.

### Billings/Payments

Invoices for services will be submitted at an appropriate interval and shall be payable within 30 days of invoice date. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and MAI may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance may be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees.

### Insurance

MAI shall, during the course of this project, maintain (1) statutory workmen's compensation insurance coverage, (2) comprehensive general liability insurance coverage and automobile liability insurance coverage and (3) professional liability insurance.

### Indemnification

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MAI, its officers, directors, employees, agents and sub consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MAI.

### Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and MAI agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and MAI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements.

### Standard of Care

MAI shall endeavor to perform its Professional services with the standard of care, skill and diligence normally provided by a competent professional in the performance of such services.

### Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and MAI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MAI's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$500,000 or insurance coverage available (remaining) at the time of settlement or judgment, whichever is less. Such causes include, but are not limited to MAI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.



**Termination of Services**

This agreement may be terminated upon seven days' written notice by the Client or MAI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MAI for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Assigns and Subcontractors**

Neither the Client nor MAI shall assign, sublet or transfer any rights or interest in this Agreement without written consent of the other. MAI may employ independent consultants, associates and subcontractors to assist in the performance of these services as deemed appropriate by MAI.

**Changes**

The Client may direct MAI to make changes, including additions or deletions to the Services originally described herein. MAI shall promptly notify the Client in writing if such changes, additions or deletions effect MAI time for performance or price and, if appropriate, an equitable adjustment will be negotiated.

**Ownership of Documents**

The client acknowledges that MAI reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Ownership of all documents produced by MAI shall remain the property of MAI. The Client recognizes that documents produced by MAI shall not be subject to unauthorized re-use without authorization of MAI to do so. Such authorization is essential because it requires MAI to evaluate the documents' applicability to new circumstances, not the least of which is passage of time.

**Alteration and Reuse of CAD Information**

Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, MAI reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. MAI will be compensated for costs associated with removal of indications of ownership and transfer of documents. The Client may retain copies of the work performed by MAI in CAD form. Copies shall be for information and use by the Client for the specific purpose for which MAI was engaged. Said material shall not be used by the Client, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by MAI's express written permission. Any unauthorized modification or reuse of materials shall be at the Client's sole risk, and the Client agrees to defend, indemnify, and hold MAI harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.

**Confidentiality**

MAI agrees to keep confidential and not to disclose to any person or entity, other than MAI's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by MAI or furnished to MAI and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict MAI from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for MAI to defend itself from any suit or claim.

**Applicable Laws**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

*Revised 12/14/17*

# DRAFT AIA® Document B104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

and the Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

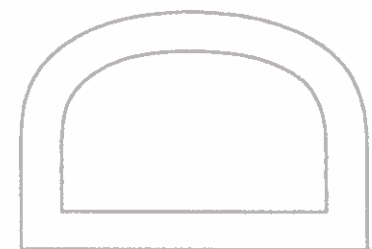
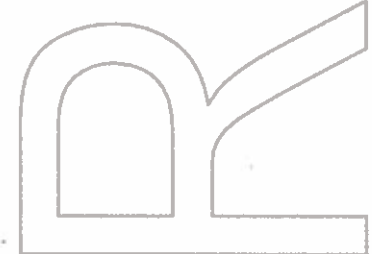
« »  
« »  
« »

The Owner and Architect agree as follows.



**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES ✓
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar

circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

« »

.2 Automobile Liability

« »

.3 Workers' Compensation

« »

.4 Professional Liability

« »

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1** Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

« »

**§ 4.2** The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

**§ 4.2.1** The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

**§ 4.2.2** The Architect has included in Basic Services « » ( « » ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

**§ 4.2.3** The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

**§ 4.2.4** If the services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.



§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

**§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*
- 

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional

credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

« »

.2 Percentage Basis  
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

« »

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                                 |                    |                  |            |           |
|---------------------------------|--------------------|------------------|------------|-----------|
| Design Phase                    | « »                | percent (        | « »        | %)        |
| Construction Documents Phase    | « »                | percent (        | « »        | %)        |
| Construction Phase              | « »                | percent (        | « »        | %)        |
| <b>Total Basic Compensation</b> | <b>one hundred</b> | <b>percent (</b> | <b>100</b> | <b>%)</b> |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Employee or Category | Rate |
|----------------------|------|
|                      |      |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent ( « » %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » ( « ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

« »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203–2013 incorporated into this agreement.)*

« »

.3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

« »

.4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

« »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT (Signature)**

« »

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

## PROPOSAL FOR PROFESSIONAL DESIGN SERVICES

This proposal is between the following parties:

### CLIENT:

Union Township  
Kim Smith  
2010 South Lincoln  
Mt. Pleasant, MI 48858  
ksmith@uniontownshipmi.com

### ARCHITECT:

Case Architecture, Inc  
282 S. Main St. P.O. Box 244  
Freeland, MI 48623  
989-695-9707  
Project #18-279-08 revised

### PROJECT DESCRIPTION:

The project consists of interior renovation of approximately 1,100 SF of existing water treatment plant space for use as office space located at the Isabella well site 5228 S. Isabella Road, Mt. Pleasant, MI.

### SCOPE OF SERVICES:

We will provide services as follows:

Building code review and generation of Architectural, Mechanical and Electrical construction documents. We anticipate the following drawings will be created; demolition plan, floor plan, reflected ceiling plan, building and wall sections and details as needed, door and room finish schedules, and general notes and material specifications along with associated mechanical and electrical documentation. Our documents will be used for municipality review and contractor bidding and construction. We will provide the completed project in AutoCAD and PDF formats. The building will be designed to comply with the 2015 MBC and locally enforced ordinances. Also included in our services is on-site field verification of the existing building. The existing water tank will be removed by the owner and they will also contract separately to infill the roof. We will include removal of the concrete foundation and installation of new concrete floor at the location of the removed water tank in our documents. We will assist the owner with contractor bidding and receipt and review of bids. Also included is construction administration services consisting of monthly site visits to verify contractor pay applications and compliance with the construction documents. We will also assist the owner with project close out, confirming completion of the project and generating a Certificate of Substantial Completion. Our proposal reflects the changes to design and proposal scope as indicated in Kim Smith's e-mail dated March 5, 2018, see attached.

### PROFESSIONAL FEE:

Based on the project description and scope of services listed above, our fee for professional services will be a fixed fee of \$20,800. If, as this project proceeds, additional services are requested, we request the option to revise our fee accordingly. Professional fees will be invoiced monthly.

### SPECIAL CONDITIONS: (The following items are excluded from this proposal.)

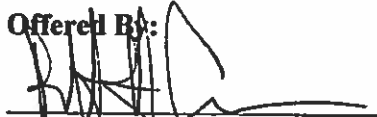
1. Structural design and documentation will be provided by others.
2. Fees for local municipality site plan review and approval.
3. Project printing costs for contractor bidding and construction documents. We will provide a complete set of documentation in PDF format.



**(Proposal for Union Township, Case Architecture Project #18-279-08)**

The attached General Conditions for Professional Services shall be considered a part of this Proposal.

**Offered By:**

  
\_\_\_\_\_  
(Signature)

**President**

\_\_\_\_\_  
(Title)

**Case Architecture, Inc**

\_\_\_\_\_  
(Company)

**3-26-2018**  
\_\_\_\_\_  
(Date offered)

**Accepted By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date accepted)

**bcase casearchitecture.com**

---

**From:** Kim Smith <ksmith@uniontownshipmi.com>  
**Sent:** Monday, March 5, 2018 4:15 PM  
**To:** bcase casearchitecture.com  
**Cc:** Mark Stuhldreher  
**Subject:** RE: Union Township  
**Attachments:** DOC000.pdf

Bob,

Hi, thank you for taking some time this afternoon to discuss our project. I just want to recap the changes I asked you to make to your proposal based on our desire to do some modifications in the newer portion of the building and our desire to move from a Design/Build style project to having you include the total design in your proposal. We think in the long run this will make for a more usable space and provide a better end product.

**Changes to Design Area:**

- o Include Multi Purpose room remodel in proposal -split into one office and one file/storage/copy area (this area is indicated on attached drawing)
- o Remove kitchenette from current multi- purpose room and relocate to back area that will become office area with two complete offices and an open area that can include cubicle type offices/conference & meeting area/break room area
- o Add line of sight window to front office & kiosk to front vestibule area so that visitors who come to the site can be seen from front office and have access to possible future kiosk to make payments (this area is indicated on attached drawing)

**Changes to Proposal Scope:**

- o Include mechanical/HVAC/electrical design in proposal (move away from Design/Build style project to project that includes complete plans in bid package)
- o Include construction observation services in proposal

I have attached a marked floor plan to define the two areas in the newer portion of this facility we want to include changes in design/use to better service our needs.

If you have any questions or if anyone else needs to take a look at the space please let me know.

**Kim Smith**



Department of Public Works  
Charter Township of Union  
2010 S. Lincoln Road  
Mt. Pleasant, MI 48858  
Phone (989) 772-4600 ext. 224  
Fax (989) 773-1988  
Visit us on the Web at  
<http://www.uniontownshipmi.com>

"This institution is an equal opportunity provider, and employer."

## GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

Performed by Case Architecture, Inc.

1. **THE AGREEMENT** – This AGREEMENT is made by and between Case Architecture, Inc., hereinafter referred to as CAI, and the acceptor of the attached proposal, hereinafter referred to as the CLIENT. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT, superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed upon in writing.

2. **INSURANCE** – CAI maintains Worker's Compensation Insurance in accordance with state law. In addition, CAI maintains Comprehensive General Liability, Professional Liability and Commercial Umbrella Insurances under such coverage CAI considers appropriate. Certificates of insurance for these policies can be provided upon request. The cost of coverages indicated above is included in CAI quoted fees. If the CLIENT deems additional or increased limits of coverage necessary, CAI will attempt to obtain the additional requested insurance and will invoice the CLIENT separately for any costs associated with the increased coverage.

3. **STANDARD OF CARE** – Services performed by CAI or its consultants under this AGREEMENT will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. It is understood that it is impossible to create a perfect set of plans and specifications, and CAI's plans and specifications may represent an imperfect set of design documents. Accordingly, CAI shall correct errors and omissions in the plans and specifications as an integral part of the services provided during the construction phase of the work.

4. **BILLING AND PAYMENT** – The CLIENT will pay CAI in accordance with the procedures indicated in the PROPOSAL and its attachments, if any. Invoices will be submitted to the CLIENT by CAI at intervals as described in the PROPOSAL. All invoices will be due and payable within thirty (30) days of receipt. If the CLIENT objects to all or any portion of any invoice, the CLIENT will so notify CAI in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within forty-five (45) days from the date of invoice. The CLIENT will pay an additional charge of one-and-one-half (1-1/2) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including reasonable attorneys fees) in conjunction with collection of any delinquent amount will be paid by the CLIENT to CAI per CAI's current fee schedule. In the event the CLIENT fails to pay CAI within sixty (60) days after invoices are rendered, the CLIENT agrees that CAI will have the right to consider the failure to pay CAI invoices as a breach of this AGREEMENT.

5. **DISPUTE RESOLUTION** – All claims, disputes, and other matters in controversy between CAI and the CLIENT arising out of or in way related to this AGREEMENT will be submitted to 'alternative dispute

resolution' (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent the CLIENT and CAI have agreed on methods for resolving such disputes, then such methods will be set forth in the 'Alternate Dispute Resolution Agreement' which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures are set forth in the AGREEMENT, then it shall be understood that the parties submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) The claim will be brought and tried in judicial jurisdiction of the court of the county where CAI's principal place of business is located and the CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other claim related expenses.

**6. RISK ALLOCATION** – Many risks potentially affect CAI by virtue of entering into this AGREEMENT to perform Professional Services on behalf of the CLIENT. The principal risk is the potential for human error by CAI or its consultants. In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and CAI, the risks have been allotted such that the CLIENT agrees, to the fullest extent of the law, to limit CAI's liability to the CLIENT for any and all claims, losses, costs, damages or claims expenses from any cause or causes, so that the total aggregate liability of CAI to all those named shall not exceed \$500,000 or CAI's total fee for services rendered on this project, whichever is greater. If CLIENT wishes, CAI would be pleased to discuss higher limits and associated charges involved.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that the CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CAI as a third-party defendant. Parties mean the CLIENT and CAI and their officers, employees, agents, affiliates and consultants.

Both the CLIENT and CAI agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

**7. CONSTRUCTION OBSERVATION** – It is agreed that construction observation shall be defined as the periodic and occasional presence of CAI, as agreed to by the CLIENT and CAI, at the construction site to determine if the construction progress since the date of the last observation substantially conforms to the intent of the design drawings and specifications. CAI shall report to the CLIENT our opinion of the contractor's adherence to the design drawings and specifications and if work is substantially complete for payment. Construction observation shall not be interpreted to preclude the need for other and more detailed inspection and/or testing as provided in the project specification and/or design drawings.

**8. CONSTRUCTION COSTS** – CAI has no control over the cost of labor and materials during competitive bidding, therefore does not guarantee the accuracy of any statements of probable construction costs or any semi-detailed or detailed cost estimates.

**9. OWNERSHIP OF DOCUMENTS** – CAI retains ownership of the documents until final payment is received. Upon final payment, the CLIENT and CAI retain joint ownership of the documents. The CLIENT shall not use such drawings and calculations for any other structure or location other than the one

specifically designed for. It is understood that CAI can utilize portions or the entire design for future projects. It is also understood that CAI can utilize images of the completed project, both photographs of the project and images of the construction documents for the purpose of CAI marketing. Upon completion of CAI's work, CAI shall forward to the CLIENT for his files, one (1) set of construction documents in pdf digital format and one (1) copy of the documents in the current version of AutoCAD being utilized by CAI. Additional sets of blueprints can be acquired for an additional fee.

**10. OTHER SERVICES** – If additional services are provided during the course of the project that was authorized by the CLIENT, the terms and conditions in this AGREEMENT shall apply.

**11. GOVERNING LAW AND SURVIVAL** – The law of the State of Michigan will govern the validity of these terms, their interpretation and performance. If any of the provisions in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

**12. JOBSITE SAFETY** – Insofar as jobsite is concerned, CAI is responsible solely for its own employees and their respective activities, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities from maintaining a safe jobsite. Neither the professional activities of CAI, nor the presence of CAI, or CAI employees or consultants, shall be construed to imply CAI has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also warrants the CAI shall be made as additional insured under the General Contractor's general liability insurance policy.



## WTA ARCHITECTS

100 S Jefferson Ave, Suite 601  
Saginaw, Michigan 48607  
989 752 8107  
989 752 3125  
[WTAARCH.COM](http://WTAARCH.COM)

February 23, 2018

KIM SMITH  
DEPARTMENT OF PUBLIC WORKS  
CHARTER TOWNSHIP OF UNION  
2010 S. LINCOLN ROAD  
MT. PLEASANT, MI 48858

RE: Professional Services Proposal for  
Union Township Well Facility Office Renovation  
5228 S. Isabella Road, Mt. Pleasant, MI.  
WTA Project #2018024

Dear Sue,

WTA Architects (WTA) along with our consulting engineers MacMillan Associates Inc. (MAI) are pleased to submit this proposal to provide architectural, mechanical and electrical professional design services for renovation of a 24' x 48' equipment room into an office space. Our proposal is based on our site visit discussions on February 8, 2018.

### SCOPE OF SERVICES

We propose to provide architectural, mechanical and electrical design services as follows:

- o Construction Document Phase
  - Meet to review and refine scope of work.
  - Field measure existing conditions.
  - Develop drawings of existing floor plan and exterior elevations.
  - Perform code review.
  - Develop preliminary floor plan.
  - Coordinate mechanical and electrical consultants.
  - Meet to review progress.
  - Develop construction documents.
  - Meet up to three times to review progress.
- o Bidding/Construction Administration Phase
  - Answer contractor questions
  - Issue addendums
  - Attend bid opening
  - Make recommendation and develop agreement.
  - Attend pre-construction meeting.
  - Attend up to three progress meeting/site walk through.
  - Answer contractors Request for Information.
  - Issue Bulletins/Change Orders.
  - Perform shop drawing review.

### SPECIAL CONDITIONS:

- We have not included plan review costs, inspection fees, construction permit fees, etc.

WIGEN  
TINCKNELL  
ASSOCIATES  
ARCHITECTS

SPACE SOLVED.

UNION TOWNSHIP WELL FACILITY OFFICE RENOVATION  
FEBRUARY 23, 2018  
PAGE 2



- We have not included advertising fees, reproduction costs for bid documents, or bid document distribution costs.
- We anticipate no need for 3-D images or presentation boards. If needed, these services can be provided on an hourly basis.
- We have attached the proposal from MacMillan Associates for reference. MAI's fees have been included in our fee proposal to you.

UNION TOWNSHIP WELL FACILITY OFFICE RENOVATION  
FEBRUARY 23, 2018  
PAGE 3



**LUMP SUM FEE PROPOSAL:**

We propose to provide the professional architectural, mechanical and electrical design services outlined above for a lump sum fee \$22,000.

We can schedule work as soon as we receive acceptance of this agreement. Please give me a call if you have any questions.





**2018 WTA ARCHITECTS HOURLY RATE SCHEDULE**

| <b><u>Personnel/Classification</u></b> | <b><u>Hourly Rate</u></b> |
|--|---------------------------|
| Principal.....                         | \$127.50-\$142.00         |
| Associates/Supervisory.....            | \$95.00-\$98.50           |
| Architects/Project Managers .....      | \$89.00-\$126.00          |
| Architect Interns.....                 | \$62.50-\$94.50           |
| CADD Operators .....                   | \$35.00-\$92.50           |
| Interior Design .....                  | \$65.00-\$78.00           |
| Secretarial/Administration.....        | \$48.00-\$81.50           |

*\*Includes cost of CAD equipment*

*Overtime shall be charged at a rate equal to 1.3 times the above listed standard rate.*

*Above rates do not apply for expert testimony and depositions. Contact WTA for these rates.*

**Expenses**

*Expenses not normally incurred as part of the work will be charged at the rates noted below*

|  |             |
|--|-------------|
| Special printing or reproduction .....                         | cost + 15%  |
| Reproduction of drawing or specifications for bidding .....    | cost + 15%  |
| Long distance telephone or other communications.....           | cost + 15%  |
| Special mailing or delivery costs.....                         | cost + 15%  |
| Travel, lodging, etc.....                                      | cost + 15%  |
| Mileage.....   | 50cents/mi. |
| All other costs incurred as a result of a client request ..... | cost + 15%  |

**Consultants**

When consultants are required to perform work on a project they will be billed at cost + 15%, unless hourly unit rates have previously been established.



### TERMS AND CONDITIONS

WTA Architects (WTA) shall perform the services outlined in this agreement for the stated fee arrangement.

#### Access To Site

Unless otherwise stated, WTA will have access to the site for activities necessary for the performance of the services. WTA will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

#### Fee

The total fee shall be lump sum, unless indicated otherwise. Where the fee arrangement is to be on an hourly basis or additional services are required, the rates shall be those that prevail at the time services are tendered. Fee and rate schedule are as attached.

#### Construction Phase.

WTA shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work on any project, nor shall WTA be responsible for the contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications prepared by WTA. WTA shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the construction work.

#### Construction Observation.

If requested, WTA shall visit the project construction site to generally observe the construction work and answer any questions that the Owner may have. However, WTA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents. If the Owner desires WTA to perform more frequent or comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid to WTA for performing such service.

#### Jobsite Safety.

Neither the performance of the services by WTA, nor the presence of WTA at a project construction site, shall impose any duty on WTA, nor relieve the construction 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 construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. WTA 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 that the construction contractor shall be solely responsible for jobsite and worker safety.



**Responsibility for Construction.**

Evaluations of the Owner's project budget, the preliminary estimate of construction cost and detailed estimates of construction cost, if any, prepared by WTA, represent WTA's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither WTA nor the Owner has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, WTA cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's project budget or from any estimate of construction cost or evaluation prepared or agreed to by WTA.

**Project Information.**

WTA shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, including services and information provided by other design professionals or consultants directly to the Owner. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

**Contractor Submittals.**

WTA shall review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by WTA. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. WTA's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by WTA, of any construction means, methods, techniques, sequences or procedures. WTA's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**Waiver of Consequential Damages.**

WTA and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**Waiver of Subrogation.**

WTA and Owner waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work. WTA and Owner, as appropriate, shall require of their contractors, subcontractors, consultants, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.



**Standard of Care.**

WTA shall perform its services consistent with the professional skill and care ordinarily provided by WTA's practicing in the same or similar circumstances. WTA shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

**Dispute Resolution.**

Any claims or disputes made during design, construction or post-construction between the Owner and WTA shall be submitted to non-binding mediation. Owner and WTA agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

**Limitation of Liability.**

In recognition of the relative risks and benefits of the Project to both the Owner and WTA, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of WTA and WTA's officers, directors, partners, employees, shareholders, owners and subconsultants 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 WTA and WTA's officer's, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$250,000. 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.

**Termination or Suspension.**

If the Owner fails to make payments to WTA in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at WTA's option, cause for suspension of performance of services under this Agreement. If WTA elects to suspend services, prior to suspension of services, WTA shall give seven days written notice to the Owner. In the event of suspension of services, WTA shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, WTA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of WTA's services. WTA's fees for the remaining services and the time schedules shall be equitably adjusted.

**Certifications.**

If the Owner requests WTA to execute certificates, the proposed language of such certificates shall be submitted to WTA for review at least 14 days prior to the requested dates of execution. WTA shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of the Agreement, nor shall any certificates be construed as a warranty or guarantee by WTA.



**Billings/Payments**

Invoices for services will be submitted at the end of each month and shall be payable by the last day of the following month. Invoice shall be considered PAST DUE if not paid by the end of the following month and WTA may without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of the service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance may be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay cost of collection, including reasonable attorneys fees.

**Insurance**

WTA shall during the course of this project maintain (1) statutory workmen's compensation insurance coverage, (2) comprehensive general liability insurance coverage and automobile liability insurance coverage and (3) professional liability insurance.

**Indemnification**

The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless WTA, its officers, directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of WTA.

WTA agrees to the fullest extent permitted by law, to indemnify and hold the client harmless from any damage, liability or cost including reasonable attorney's fees and cost of defense to the extent caused by WTA's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom WTA is legally liable.

**Assigns and Subcontractors**

Neither Owner nor WTA shall assign, sublet or transfer any rights or interest in this Agreement without written consent of the other. WTA may employ independent consultants, associates and subcontractors to assist in the performance of these services as deemed appropriate by WTA.

**Changes**

The Owner may direct WTA to make changes, including additions or deletions to the Services originally described herein. WTA shall promptly notify Owner in writing if such changes, additions or deletions affect WTA time for performance or price and, if appropriate, an equitable adjustment will be negotiated.

**Ownership of Documents**

The Owner acknowledges that WTA reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Ownership of



all documents produced by WTA shall remain the property of WTA. The Client recognizes that documents produced by WTA shall not be subject to unauthorized re-use, that is re-use without authorization of WTA to do so. Such authorization is essential because it requires WTA to evaluate the documents' applicability to new circumstances, not the least of which is passage of time.

**Alteration and Reuse of CAD Information**

Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, WTA reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. WTA will be compensated for costs associated with removal of indications of ownership and transfer of documents. Owner may retain copies of the work performed by WTA in CAD form. Copies shall be for information and use by Owner for the specific purpose for which WTA was engaged. Said material shall not be used by Owner, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by WTA's/MAI's express written permission. Any unauthorized modification or reuse of the materials shall be at Owner's sole risk, and Owner agrees to defend, indemnify, and hold WTA harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification of these materials.

**Confidentiality**

WTA agrees to keep confidential and not to disclose to any person or entity, other than WTA's employees, sub consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by WTA or furnished to WTA and marked CONFIDENTIAL by the Owner. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict WTA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for WTA to defend itself from any suit or claim.

**Applicable Laws**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

**Copyrights:**

Nothing contained in this Agreement shall be construed to transfer or convey any interest to the Owner any unique or proprietary plans, details or specifications previously developed by WTA on other projects or matters.



**APPROVALS**

Offered By:

---

Kurt R. Fogelsonger, AIA, LEED AP  
Principal  
WTA Architects

Accepted By:

---

Signature

---

Printed Name

---

Officer Type

---

Company Name

---

Acceptance Date



**AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES**

**CLIENT:** WTA Architects  
100 S. Jefferson Avenue  
Suite 601  
Saginaw, MI 48607  
Attn: Kurt Fogelsonger

**DATE:** February 22, 2018

**PROJECT NAME/LOCATION:**

**MAI PROJECT NO.:** 2018-1515

Union Township Well Facility Office Renovation

**SCOPE AND EXTENT OF SERVICES:**

Mechanical and Electrical Engineering, drafting, shop drawing review, one site visit during construction and one final punch list at completion of project construction. Project consists of repurposing 1,152 sf., from a water treatment equipment room to office/break space. MAI has included one design review meeting, one site visit for each discipline (Mechanical and Electrical) and one punch list site visit at end of construction.

**Mechanical Scope of Work**

- Provide field verification of existing plumbing and HVAC at the renovated areas.
- Design revised plumbing to serve relocated breakroom sink to renovated area.
- Provide design of a residential furnace system to serve the new office/breakroom renovated area. Furnace system will utilize propane for heat source and a split system air conditioner.

**Electrical Scope of Work**

- Revise the existing lighting and general power in the existing breakroom to accommodate a new office and workroom.
- Provide power and data revisions to a new kiosk located at the existing entry.
- Revise the existing lighting and general power in the original building area per the new floor plan, which will be the new office/conference rooms.
- Renovated area will receive new normal lights and emergency lighting.
- New lighting will comply with new Michigan Energy Codes.
- The existing local transformer and branch panel board will be replaced and relocated as needed to allow for new floor plan.

**SPECIAL CONDITIONS:**

1. MAI has not included plan review costs, inspection fees, construction permit fees, etc.
2. MAI has not included advertising fees, reproduction costs for bid documents, or bid document distribution costs.



3. This proposal includes plumbing and piping design located with the building to 5'-0" beyond the building walls. The site civil consultant shall be responsible for site utilities and shall determine location of utilities exiting the building.
4. The building Owner shall provide OSHA approved access to confined spaces including, but not limited to, tunnels and utility vaults.

FEE: Mechanical \$4,800  
 Electrical \$3,200  
 Total Fee \$8,000

(Note: Site visits (one during construction, one final punch list) has been included in the total \$8,000 fee. The lump sum fee included for site visits is \$800).

**The Terms & Conditions are a part of this Agreement.**

Offered By:

\_\_\_\_\_  
 Ronald A. Moulton, P.E.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
 (Signature)

Project Manager  
 (Officer)

\_\_\_\_\_  
 (Officer)

MacMillan Associates, Inc.  
 (Company)

\_\_\_\_\_  
 (Company)



**Professional Services  
2018 Fee and Rate Schedule  
For  
WTA Architects**

| <u>Personnel/Classification</u> | <u>Hourly Rate</u> |
|---------------------------------|--------------------|
| Principal.....                  | \$ 137.00          |
| Associate.....                  | \$ 119.00          |
| Senior Project Engineer.....    | \$ 104.00          |
| Project Engineer.....           | \$ 99.00           |
| Senior Design Engineer.....     | \$ 91.00           |
| Design Engineer.....            | \$ 86.00           |
| Engineer.....                   | \$ 79.00           |
| Senior Technician.....          | \$ 90.00           |
| Technician.....                 | \$ 83.00           |
| Senior CAD Drafter.....         | \$ 77.00           |
| CAD Drafter.....                | \$ 71.00           |
| Clerical.....                   | \$ 55.00           |

*Overtime shall be charged at a rate equal to 1.3 times the above listed standard rate.  
Above rates do not apply for expert testimony and depositions. Contact MAI for these rates.*

**Expenses**

*Expenses not normally incurred as part of the work will be charged at the rates noted below*

|   |              |
|---|--------------|
| Special printing or reproduction.....                         | cost + 15%   |
| Reproduction of drawing or specifications for bid purposes... | cost + 15%   |
| Long distance telephone or other communications.....          | cost + 15%   |
| Special mailing or delivery costs.....                        | cost + 15%   |
| Travel, lodging, etc.....                                     | cost + 15%   |
| Mileage.....  | 50 cents/mi. |
| All other costs incurred as a result of a client request..... | cost + 15%   |

**Consultants**

When consultants are required to perform work on a project, they will be billed at cost + 15%, unless hourly unit rates have previously been established.

## **TERMS AND CONDITIONS**

MacMillan Associates, Inc. (MAI) shall perform the services outlined in this agreement for the stated fee arrangement.

### **Access to Site**

Unless otherwise stated, MAI will have access to the site for activities necessary for the performance of the services. MAI will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

### **Fee**

The total fee shall be lump sum, unless indicated otherwise. Where the fee arrangement is to be on an hourly basis or additional services are required, the rates shall be those that prevail at the time services are tendered. Fee and rate schedule are as attached.

### **Billings/Payments**

Invoices for services will be submitted at an appropriate interval and shall be payable within 30 days of invoice date. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and MAI may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance may be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees.

### **Insurance**

MAI shall, during the course of this project, maintain (1) statutory workmen's compensation insurance coverage, (2) comprehensive general liability insurance coverage and automobile liability insurance coverage and (3) professional liability insurance.

### **Indemnification**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MAI, its officers, directors, employees, agents and sub consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MAI.

### **Dispute Resolution**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and MAI agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and MAI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements.

### **Standard of Care**

MAI shall endeavor to perform its Professional services with the standard of care, skill and diligence normally provided by a competent professional in the performance of such services.

### **Risk Allocation**

In recognition of the relative risks, rewards and benefits of the project to both the Client and MAI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MAI's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$500,000 or insurance coverage available (remaining) at the time of settlement or judgment, whichever is less. Such causes include, but are not limited to MAI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### **Termination of Services**

This agreement may be terminated upon seven days' written notice by the Client or MAI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MAI for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### **Assigns and Subcontractors**

Neither the Client nor MAI shall assign, sublet or transfer any rights or interest in this Agreement without written consent of the other. MAI may employ independent consultants, associates and subcontractors to assist in the performance of these services as deemed appropriate by MAI.

### **Changes**

The Client may direct MAI to make changes, including additions or deletions to the Services originally described herein. MAI shall promptly notify the Client in writing if such changes, additions or deletions effect MAI time for performance or price and, if appropriate, an equitable adjustment will be negotiated.

### **Ownership of Documents**

The client acknowledges that MAI reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Ownership of all documents produced by MAI shall remain the property of MAI. The Client recognizes that documents produced by MAI shall not be subject to unauthorized re-use without authorization of MAI to do so. Such authorization is essential because it requires MAI to evaluate the documents' applicability to new circumstances, not the least of which is passage of time.

### **Alteration and Reuse of CAD Information**

Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, MAI reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. MAI will be compensated for costs associated with removal of indications of ownership and transfer of documents. The Client may retain copies of the work performed by MAI in CAD form. Copies shall be for information and use by the Client for the specific purpose for which MAI was engaged. Said material shall not be used by the Client, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by MAI's express written permission. Any unauthorized modification or reuse of materials shall be at the Client's sole risk, and the Client agrees to defend, indemnify, and hold MAI harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.

### **Confidentiality**

MAI agrees to keep confidential and not to disclose to any person or entity, other than MAI's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by MAI or furnished to MAI and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict MAI from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for MAI to defend itself from any suit or claim.

### **Applicable Laws**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

*Revised 12/14/17*



# REQUEST FOR TOWNSHIP BOARD ACTION

|   |   |
|---|---|
| <b>TO:</b> Board of Trustees  | <b>DATE:</b> April 5, 2018                          |
| <b>FROM:</b> Mark Stuhldreher, Township Manager   | <b>DATE FOR BOARD CONSIDERATION:</b> April 11, 2018 |
| <b>ACTION REQUESTED:</b> Consideration to approve four (4) contracts with the Isabella County Road Commission (ICRC) for the rehabilitation of four (4) miles of gravel roads within the Township in the amount of \$48,889.02. |   |

Current Action   X   Emergency \_\_\_\_\_

Funds Budgeted: If Yes   \$35k   Account #   101-441-967.000   No   \$13.9k   N/A \_\_\_\_\_

Finance Approval                   MDS                  

### BACKGROUND INFORMATION

As part of the annual gravel road maintenance program, the ICRC and the Township partner to rehabilitate several miles of gravel road annually. The ICRC and the Township split the cost of two (2) miles equally while the Township pays for all of the other two (2) miles. The aggregate cost share is 75% Township and 25% ICRC.

For 2018, the ICRC and the Township administration recommend that following four (4) miles of road be serviced:

- Millbrook Rd - Meridian to Whiteville
- Millbrook Rd - Whiteville to Lincoln
- Valley Rd - Summerton to Isabella
- Whiteville Rd - Baseline to River

### SCOPE OF SERVICES

These contacts provides for the overlay of 1,000 ton of 23-A modified gravel per mile.

### JUSTIFICATION

The approval of these contracts will continue to improve the conditions of roads throughout the Township.

### PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed with these appointments (From Policy 1.0: Global End)

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity , and social diversity
- Safety

### COSTS

The Township’s cost share for these contracts is \$48,889.02 with the ICRC contributing \$16,296.00. At the time of budget adoption, it was estimated that the Township share would be \$35,000.00. As such, a budget amendment will be needed in the amount of \$13,890.00 which will be included in budget amendment #1. This action item is anticipated to be an agenda item at the August 22, 2018 Board meeting.

**PROJECT TIME TABLE**

The road improvements will occur during the 2018 construction season.

**RESOLUTION**

It is Resolved that the 2018 Township Gravel Road Participation Contract in the amount of \$48,889.02 with the Isabella County Road Commission is approved.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:

No:

Absent:

## TOWNSHIP PARTICIPATION CONTRACT

**This Agreement** is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the “**Road Commission**” and **Union Township**, hereinafter referred to as the “**Township**”, for the following improvements:

|                                   |   |                                      |
|-----------------------------------|---|--------------------------------------|
| <b>Project No. 497-014-823415</b> | <b>Millbrook Road (Whiteville to Merdian)</b> | <b>1000 Ton 23-A Modified Gravel</b> |
|                                   | Estimated Cost before Contingency             | \$14,814.85                          |
|                                   | Plus Contingency                              | <u>1,481.49</u>                      |
|                                   | Estimated Contract Cost plus Contingency      | \$16,296.34                          |
|                                   | Less ICRC 50% Share                           | <u>- 8,148.17</u>                    |
|                                   | <b>Union Township Share</b>                   | <b>\$ 8,148.17</b>                   |

Payment as stated above will be due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one percent (1%) per month on the unpaid balance of any and all of said sums remaining unpaid after thirty (30) days. Projects which carryover between fiscal years may be billed as the ratio of costs incurred to date. Carryover projects are those which require extensive work to be deemed complete.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

**UNION TOWNSHIP**

**ISABELLA COUNTY ROAD COMMISSION**

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Board Secretary

Board Approval on: \_\_\_\_\_

Board Approval on: \_\_\_\_\_

## TOWNSHIP PARTICIPATION CONTRACT

**This Agreement** is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the "**Road Commission**" and **Union Township**, hereinafter referred to as the "**Township**", for the following improvements:

|                                   |   |                                      |
|-----------------------------------|---|--------------------------------------|
| <b>Project No. 497-014-823416</b> | <b>Millbrook Road (Lincoln to Whiteville)</b> | <b>1000 Ton 23-A Modified Gravel</b> |
|                                   | Estimated Cost before Contingency             | \$14,814.85                          |
|                                   | Plus Contingency                              | <u>1,481.49</u>                      |
|                                   | Estimated Cost after Contingency              | \$16,296.34                          |
|                                   | Less ICRC 50% Share                           | <u>- 8,148.17</u>                    |
|                                   | <b>Union Township Share</b>                   | <b>\$ 8,148.17</b>                   |

Payment as stated above will be due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one percent (1%) per month on the unpaid balance of any and all of said sums remaining unpaid after thirty (30) days. Projects which carryover between fiscal years may be billed as the ratio of costs incurred to date. Carryover projects are those which require extensive work to be deemed complete.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

**UNION TOWNSHIP**

**ISABELLA COUNTY ROAD COMMISSION**

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Board Secretary

Board Approval on: \_\_\_\_\_

Board Approval on: \_\_\_\_\_



**TOWNSHIP PARTICIPATION CONTRACT**

**This Agreement** is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the “**Road Commission**” and **Union Township**, hereinafter referred to as the “**Township**”, for the following improvements:

|  |  |                                      |
|--|--|--------------------------------------|
| <b>Project No. 497-014-821401</b>            | <b>Valley Road (Isabella to Summerton)</b> | <b>1000 Ton 23-A Modified Gravel</b> |
| Estimated Cost before Contingency            |  | \$14,814.85                          |
| Plus Contingency                             |  | <u>1,481.49</u>                      |
| <b>Union Township Share plus Contingency</b> |  | <b>\$16,296.34</b>                   |

Payment as stated above will be due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one percent (1%) per month on the unpaid balance of any and all of said sums remaining unpaid after thirty (30) days. Projects which carryover between fiscal years may be billed as the ratio of costs incurred to date. Carryover projects are those which require extensive work to be deemed complete.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

**UNION TOWNSHIP**

**ISABELLA COUNTY ROAD COMMISSION**

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Board Secretary

Board Approval on: \_\_\_\_\_

Board Approval on: \_\_\_\_\_

**TOWNSHIP PARTICIPATION CONTRACT**

**This Agreement** is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the "**Road Commission**" and **Union Township**, hereinafter referred to as the "**Township**", for the following improvements:

|  |  |                                      |
|--|--|--------------------------------------|
| <b>Project No. 497-014-821427</b>            | <b>Whiteville Road (River to Baseline)</b> | <b>1000 Ton 23-A Modified Gravel</b> |
| Estimated Cost before Contingency            |  | \$14,814.85                          |
| Plus Contingency                             |  | <u>1,481.49</u>                      |
| <b>Union Township Share plus Contingency</b> |  | <b>\$16,296.34</b>                   |

Payment as stated above will be due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one percent (1%) per month on the unpaid balance of any and all of said sums remaining unpaid after thirty (30) days. Projects which carryover between fiscal years may be billed as the ratio of costs incurred to date. Carryover projects are those which require extensive work to be deemed complete.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

**UNION TOWNSHIP**

**ISABELLA COUNTY ROAD COMMISSION**

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Board Secretary

Board Approval on: \_\_\_\_\_

Board Approval on: \_\_\_\_\_



## REQUEST FOR TOWNSHIP BOARD ACTION

**TO:** Board of Trustees **DATE:** April 5, 2018

**FROM:** Mark Stuhldreher, Township Manager **DATE FOR BOARD CONSIDERATION:** April 11, 2018

**ACTION REQUESTED:** Consideration to approve a participation contract with the Isabella County Road Commission (ICRC) for the replacement of the bridge on Meridian Rd over the north branch of the Chippewa River in the amount of \$49,534.07.

Current Action   **X**        Emergency           

Funds Budgeted: If Yes            Account #   101-441-967.000   No   **X**   N/A           

Finance Approval                   **MDS**                  

### BACKGROUND INFORMATION

This request is for the replacement of the bridge on Meridian Road over the north branch of the Chippewa River. The proposed work includes the bridge replacement, guardrail and pavement markings. In addition to the ICRC, partners for this project include the State of Michigan and Deerfield Township. The cost of the project and funding sources are as follows:

|                      | Contracted Cost | Contingency  | Total Project  |
|----------------------|-----------------|--------------|----------------|
| Project Cost         | \$1,290,631.71  | \$129,054.67 | \$1,419,686.38 |
| MDOT Share           | 952,675.49      | 95,267.54    | 1,047,943.03   |
| ICRC Share           | 247,889.18      | 24,786.03    | 272,675.21     |
| Deerfield Share      | 45,033.52       | 4,500.55     | 49,534.07      |
| Union Township Share | 45,033.52       | 4,500.55     | 49,534.07      |

### SCOPE OF SERVICES

This contract allows for the bridge replacement, pavement markings and guardrails on Meridian Rd over the north branch of the Chippewa River.

### JUSTIFICATION

The approval of this contract will continue to improve the conditions of roads and bridges throughout the Township.

### PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed with these appointments (From Policy 1.0: Global End)

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity , and social diversity
- Safety

**COSTS**

The Township's cost share for these contracts is \$49,534.07 (3.5%) with the other partners contributing a total of \$1,370,152.31 (96.5%). This project was not part of the adopted FY 2018 budget and as such, a budget amendment will be needed in the amount of \$49,534.07 which will be included in budget amendment #1. This action item is anticipated to be an agenda item at the August 22, 2018 Board meeting.

**PROJECT TIME TABLE**

This project will commence during the 2018 construction season.

**RESOLUTION**

It is Resolved that the 2018 Meridian Rd Bridge Participation Contract in the amount of \$49,534.07 with the Isabella County Road Commission is approved.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:

No:

Absent:

## TOWNSHIP PARTICIPATION CONTRACT

**This Agreement** is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the “**Road Commission**” and **UNION Township**, hereinafter referred to as the “**Township**”, for the following improvements:

| <b>Project No. 490-014-601429    Meridian Rd Bridge – N. Br. Chippewa River</b> | <u>Contracted Cost</u> | <u>Contingency</u> | <u>TOTALS</u>       |
|---|------------------------|--------------------|---------------------|
| Estimated Cost  | \$1,290,631.71         | \$129,054.67       | \$1,419,686.38      |
| MDOT GRANT (S)  | ( 952,675.49)          | ( 95,267.54)       | (1,047,943.03)      |
| Unfunded Portion  | \$337,956.22           | \$33,787.13        | \$ 371,743.35       |
| I.C.R.C. Share  | \$247,889.18           | \$ 24,786.03       | \$ 272,675.21       |
| <b>DEERFIELD TOWNSHIP SHARE</b>   | <b>\$ 45,033.52</b>    | <b>\$ 4,500.55</b> | <b>\$ 49,534.07</b> |
| <b>UNION TOWNSHIP SHARE</b>   | <b>\$ 45,033.52</b>    | <b>\$ 4,500.55</b> | <b>\$ 49,534.07</b> |

**Note – Design & Construction Engineering Costs are also included in the ICRC’s total Share**

Payment as stated above will be due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one percent (1%) per month on the unpaid balance of any and all of said sums remaining unpaid after thirty (30) days. Projects which carryover between fiscal years may be billed at the ratio of costs incurred to date. Carryover projects are those which require extensive work to be deemed complete.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

**UNION TOWNSHIP**

**ISABELLA COUNTY ROAD COMMISSION**

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Board Secretary

Board Approval on: \_\_\_\_\_

Board Approval on: \_\_\_\_\_



# REQUEST FOR TOWNSHIP BOARD ACTION

|   |   |
|---|---|
| <b>TO:</b> Board of Trustees  | <b>DATE:</b> April 5, 2018                          |
| <b>FROM:</b> Mark Stuhldreher, Township Manager   | <b>DATE FOR BOARD CONSIDERATION:</b> April 11, 2018 |
| <b>ACTION REQUESTED:</b> Consideration to approve two (2) Participation Contracts with the Isabella County Road Commission (ICRC) for the rehabilitation of two (2) miles of Deerfield Rd between Crawford Rd and Whiteville in the total amount of \$60,592.18 (\$30,296.09/mile). |   |

Current Action   X   Emergency \_\_\_\_\_

Funds Budgeted: If Yes   X   Account #   101-441-967.000   No \_\_\_\_\_ N/A \_\_\_\_\_

Finance Approval                   MDS                  

### BACKGROUND INFORMATION

Deerfield Rd, between Crawford Rd and Whiteville, is a limestone road in need of repair.

### SCOPE OF SERVICES

These contracts provides for the overlay of 1,000 ton of 23-A limestone per mile.

### JUSTIFICATION

The approval of these contracts will provide for continued improvements to the condition of roads throughout the Township.

### PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed with these appointments (From Policy 1.0: Global End)

- Community well-being and common good
- Safety

### COSTS

The amount of these contracts total \$60,592.18 or, \$30,396.02 per mile. This includes a contingency amount of \$5,500.00. At the time of budget adoption, it was estimated that the cost would be \$60,200.00. It is anticipated that not all of the contingency amount will be needed and therefore, no budget amendments will be necessary.

### PROJECT TIME TABLE

The road improvements will occur during the 2018 construction season.

### RESOLUTION

It is Resolved that the 2018 Township Deerfield Rd Rehabilitation Participation Contracts in the amount of \$60,592.18 with the Isabella County Road Commission are approved.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:

**TOWNSHIP PARTICIPATION CONTRACT**

**This Agreement** is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the “**Road Commission**” and **Union Township**, hereinafter referred to as the “**Township**”, for the following improvements:

|                                   |  |                                |
|-----------------------------------|--|--------------------------------|
| <b>Project No. 497-014-821409</b> | <b>Deerfield Road (Crawford to Lincoln)</b>  | <b>1000 Ton 23-A Limestone</b> |
|                                   | Estimated Cost before Contingency            | \$27,541.90                    |
|                                   | Plus Contingency                             | <u>2,754.19</u>                |
|                                   | <b>Union Township Share plus Contingency</b> | <b>\$30,296.09</b>             |

Payment as stated above will be due upon receipt of invoice. . The Road Commission is hereby authorized to add to the unpaid balance a service charge of one percent (1%) per month on the unpaid balance of any and all of said sums remaining unpaid after thirty (30) days. Projects which carryover between fiscal years may be billed as the ratio of costs incurred to date. Carryover projects are those which require extensive work to be deemed complete.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

**UNION TOWNSHIP**

**ISABELLA COUNTY ROAD COMMISSION**

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Board Secretary

Board Approval on: \_\_\_\_\_

Board Approval on: \_\_\_\_\_



## TOWNSHIP PARTICIPATION CONTRACT

**This Agreement** is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the "**Road Commission**" and **Union Township**, hereinafter referred to as the "**Township**", for the following improvements:

|                                   |   |                                |
|-----------------------------------|---|--------------------------------|
| <b>Project No. 497-014-821410</b> | <b>Deerfield Road (Lincoln to Whiteville)</b> | <b>1000 Ton 23-A Limestone</b> |
|                                   | Estimated Cost before Contingency             | \$27,541.90                    |
|                                   | Plus Contingency                              | <u>2,754.19</u>                |
|                                   | <b>Union Township Share plus Contingency</b>  | <b>\$30,296.09</b>             |

Payment as stated above will be due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one percent (1%) per month on the unpaid balance of any and all of said sums remaining unpaid after thirty (30) days. Projects which carryover between fiscal years may be billed as the ratio of costs incurred to date. Carryover projects are those which require extensive work to be deemed complete.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

### UNION TOWNSHIP

### ISABELLA COUNTY ROAD COMMISSION

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Board Secretary

Board Approval on: \_\_\_\_\_

Board Approval on: \_\_\_\_\_