

**Notice of an Electronically Conducted
Regular Meeting of the Charter Township of Union
Board of Trustees**

Notice is hereby given that the Charter Township of Union Board of Trustees will conduct their regularly scheduled March 10, 2021 meeting electronically at 7:00 p.m., consistent with the emergency declarations and direction from state and county health officials to slow the spread of the COVID-19 virus and the Open Meetings Act (Public Act 267 of 1976, as amended).

There will be no in-person public attendance in the Township Hall Board Room (2010 S. Lincoln Rd., Mt. Pleasant, MI 48858), although some Board of Trustees members and Township staff may choose to participate from this location.

All interested persons may attend and participate. The public may participate in the meeting by computer and smart phone using the following link to the electronic meeting location: <https://us02web.zoom.us/j/87243116560?pwd=ZlIING8veFlONGRSazBtNklTaHM4UT09> (Meeting ID Enter "872 4311 6560" Password enter "616232"). Access to the electronic meeting will open at 6:30 p.m. All participants will be placed in a virtual waiting room until the meeting moderator opens the meeting at 7:00 p.m.

To participate via telephone conference call, please call (312-626-6799). Enter "872 4311 6560" and the "#" sign at the "Meeting ID" prompt, and then enter "616232" at the "Password" prompt. Lastly, re-enter the "#" sign again at the "Participant ID" prompt to join the meeting.

The meeting agenda, packet of materials relating to the meeting, and instructions for connecting to the meeting electronically are available on the Township's website under "Minutes and Board Packets" at <http://www.uniontownshipmi.com/>.

Questions and comments will be received during the public comment sections of the meeting. For participants accessing via computer or smartphone to indicate a desire to address the Board of Trustees, please use the "Raise Your Hand" icon. First, click on the "Participants" button at the bottom center of the screen, and then click on the "Raise Your Hand" icon near the bottom right corner of the screen. To rise your hand for telephone dial-in participants, press *9. The Supervisor will call on you by the last three digits of your phone number to invite any comment, at which time you will be unmuted by the meeting moderator.

If there are a large number of participants, the Supervisor may choose to call on individuals by name or telephone number. Please speak clearly, and provide your name and address before making your comments. Please note that the meeting moderator will control the muting and unmuting of participants during public comment.

Written comments to the Board of Trustees may also be delivered to the drop box at the Township Hall. Comments received prior to 3:00 p.m. on 3/10/2021 will be read aloud to the Board of Trustees.

Persons with disabilities needing assistance to participate should call the Township office at (989) 772-4600. Persons requiring speech or hearing assistance may contact the Township through the Michigan Relay Center at 711. A minimum of one (1) business day of advance notice will be necessary for accommodation.

Instructions to Participate in an Electronically Conducted Regular Meeting of the Charter Township of Union Board of Trustees

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“Raise Your Hand” for Citizen Participation During the Public Comment Periods

Questions and comments will be received during the public comment sections of the meeting. For participants accessing via computer or smartphone to indicate a desire to address the Board of Trustees, please use the “Raise Your Hand” icon. **First, click on the “Participants” icon** at the bottom of your screen. **Next, click on the “Raise Your Hand” icon** near the bottom right corner of the screen.



Step 1 Step 2

Click “Lower Hand” to lower it if needed. If you are accessing via computer, you can also use the Alt+Y (Windows) or Option+Y (Apple) to raise or lower your hand. The host will be notified that you’ve raised your hand. The Mute/Unmute function will be controlled by the meeting moderator.

To rise your hand for telephone dial-in participants, press *9. The Supervisor will call on you by the last three digits of your phone number to invite any comment, at which time you will be unmuted by the meeting moderator.

Can I Use Bluetooth Headset? Yes, as long as the Bluetooth device is compatible with the computer or mobile device that you are using.

Do I have to have a webcam to join on Zoom? While you are not required to have a webcam to join a Zoom Meeting, you will not be able to transmit video of yourself. You will continue to be able to listen and speak during public comment, and view the webcam video of other participants.

Leaving the Meeting: Click the “Leave Meeting” link at the bottom of the screen at any time to leave the meeting.



BOARD OF TRUSTEES

**Regular Electronic Meeting. Instructions for access will be posted and available on website
(uniontownshipmi.com) home page**

March 10, 2021

7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. PUBLIC HEARINGS
7. PUBLIC COMMENT: Restricted to three minutes regarding items on this agenda
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)
8. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. Board Member Reports
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes – February 24, 2021 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
10. NEW BUSINESS
 - A. Discussion/Action (Smith) Approval of the Professional Services Agreement between Dixon Engineering and Charter Township of Union for the 2021 Broadway 200,000-gallon elevated water storage tank maintenance project and authorize the Township Manager to sign the Agreement

B. Discussion/Action: (Smith) Consideration to approve the 2021 Township Brine Participation Contract with the Isabella County Road Commission (ICRC) for the application of brine and authorize the Township Manager to sign said contract

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

Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)

12. MANAGER COMMENTS

13. FINAL BOARD MEMBER COMMENT

14. CLOSED SESSION

15. ADJOURNMENT

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Lisa	Cody	11/20/2024
2-Chair	Phil	Squatrito	2/15/2023
3-Vice Chair	Ryan	Buckley	2/15/2022
4-Secretary	Alex	Fuller	2/15/2023
5-Vice Secretary	Mike	Darin	2/15/2022
6	Stan	Shingles	2/15/2024
7	Jessica	Lapp	2/15/2023
8	Tera	Albrecht	2/15/2024
9	Doug	LaBelle II	2/15/2022
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1- PC Rep	Ryan	Buckley	2/15/2022
2 - Chair	Andy	Theisen	12/31/2022
3 - Vice Chair	Liz	Presnell	12/31/2022
4 - Secretary	vacant seat		12/31/2021
5 - Vice Secretary	Judy	Lannen	12/31/2022
Alt. #1	Brandon	LaBelle	12/31/2022
Alt. #2	vacant seat		2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2022
2	Sarvjit	Chowdhary	12/31/2022
3	Bryan	Neyer	12/31/2022
Alt #1	Randy	Golden	12/31/2022
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2021
2	Richard	Jakubiec	12/31/2021
3	Andy	Theisen	12/31/2021
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2022
2	John	Dinse	12/31/2021
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2023
2	Lynn	Laskowsky	12/31/2021



Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Bryan	Mielke	11/2024
2	Thomas	Kequom	4/14/2023
3	James	Zalud	4/14/2023
4	Richard	Barz	2/13/2025
5	Robert	Bacon	1/13/2023
6	Marty	Figg	6/22/2022
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2023
9	Jeff	Sweet	2/13/2025
10	vacant seat		2/13/2021
11	David	Coyne	3/26/2022
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2022
2	vacant seat		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Robert	Sommerville	12/31/2022
Sidewalks and Pathways Prioritization Committee (2 year term -PC Appointments)			
#	F Name	L Name	Expiration Date
1 - BOT Representative	Kimberly	Rice	11/20/2024
2 - PC Representative	Mike	Darin	8/15/2022
3 - Township Resident	Matt	Mertz	8/15/2021
4 - Township Resident	Jeremy	MacDonald	10/17/2022
5 - Member at large	vacant seat		8/15/2021
Mid Michigan Aquatic Recreational Authority (2 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1 - City of Mt. Pleasant	John	Zang	12/31/2023
2 - City of Mt. Pleasant	Judith	Wagley	12/31/2022
1 -Union Township	Stan	Shingles	12/31/2023
2 - Union Township	Allison	Chiodini	12/31/2022
At Large			
At Large			

2021 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular - Electronic Meeting Minutes

A regular-electronic meeting of the Charter Township of Union Board of Trustees was held on February 24, 2021 at 7:01 p.m. as a virtual meeting through the Zoom meeting platform.

Meeting was called to order at 7:00 p.m.

Roll Call

Present:

Supervisor Mielke (location: Union Township, Isabella County, Mt. Pleasant, MI)
Treasurer Rice (location: Union Township, Isabella County, Mt. Pleasant, MI)
Clerk Cody (location: Union Township, Isabella County, Mt. Pleasant, MI)
Trustee Bills (location Union Township, Isabella County, Mt. Pleasant, MI)
Trustee Brown (location Union Township, Isabella County, Mt. Pleasant, MI)
Trustee Hauck (location Union Township, Isabella County, Mt. Pleasant, MI)
Trustee Thering (location Union Township, Isabella County, Mt. Pleasant, MI)

Approval of Agenda

Cody moved **Rice** supported to approve the Agenda as presented. **Roll Call Vote: Ayes: Mielke, Rice, Cody, Bills, Brown, Hauck, and Thering. Nays: 0. Motion carried.**

Presentations

Public Hearings

Public Comment

Open: 7:04 p.m.
No comments offered.
Closed 7:05 p.m.

Reports/Board Comments

- A. Current List of Boards and Commissions – Appointments as needed**
- B. Monthly Report**
- C. Planning Commission and ZBA updates by Community and Economic Development Director**
- D. Board Member Reports**

Mielke – Board of Review will be held virtual on March 8, 2021 and March 9, 2021 [Charter Township of Union > Departments > Assessing \(uniontownshipmi.com\)](#)

Rice – Taxes were due 2/16/2021. Payments can be dropped in the drop box outside Township Hall, made at Township Hall, and online [Home | Union Charter Township | BS&A Online](#) through March 1, 2021, effective March 2, 2021 unpaid taxes will be turned over to the Isabella County Treasurer.

Consent Agenda

- Communications
- Minutes – February 10, 2021 – Regular Meeting
- Accounts Payable

- Payroll
- Meeting Pay
- Fire Reports

Rice moved Bills supported to approve the consent agenda as presented. **Roll Call Vote: Ayes: Mielke, Cody, Rice, Bills, Brown, Hauck, and Thering. Nays: 0. Motion carried.**

BOARD AGENDA

- A. **Discussion/Action: (Smith) Approval of the Participation Agreement with the Economic Development Authority (EDA) for Phase I of the Jameson Park Upgrades and authorize the Township Manager to sign the Agreement**

Hauck moved Bills supported to the Participation Agreement with the Economic Development Authority (EDA) for Phase 1 of the Jameson Park Upgrades and authorize the Township Manager to sign the Agreement. **Roll Call Vote: Ayes: Mielke, Rice, Cody, Bills, Brown, Hauck, and Thering. Nays: 0. Motion carried.**

- B. **Discussion/Action (Stuhldreher) To adopt a budget amendment in the amount of \$104,000.00 to appropriate funds in the FY2021 East Downtown Development Authority budget for the completion of Phase 2 improvements to Jameson Park as recommended by the Economic Development Authority**

Bills moved Brown supported to adopt a budget amendment in the amount of \$104,000.00 to appropriate funds in the FY2021 East Downtown Development Authority (EDA) budget for the completion of Phase 2 improvements to Jameson Park as recommended by the Economic Development Authority. **Roll Call Vote: Ayes: Mielke, Rice, Cody, Bills, Brown, Hauck, and Thering. Nays: 0. Motion carried.**

- C. **Discussion/Action: (Stuhldreher) To consider approval of a Charter Township of Union Electronic Device (computer/tablet) Use Policy for Elected Officials to facilitate the deployment of electronic devices upon taking office; and if approved, consider approval to purchase 6 (six) devices**

Discussion was held by the board; no action taken.

- D. **Discussion/Action: (Stuhldreher) Policy Governance 2.2 Treatment of Staff**

Discussion by the board.

- E. **Discussion/Action: (Board of Trustees) Board of Trustees annual review of Board Governance Policy No. 3.2 – Board Job Description**

Discussion by the board.

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open 8:20 p.m.

No comments were offered.

Closed 8:20 p.m.

CLOSED SESSION

MANAGER COMMENTS

- Assessment notices went out last week
- March Board of Review will be March 8, 2021 and March 9, 2021

FINAL BOARD MEMBER COMMENTS

Rice – Taxes can be paid through March 1, 2021. Payments can be made online, in person, or dropped in the drop box located on the outside wall at Township Hall.

Mielke – Commented on the Board of Review training was scheduled for Chowdhary prior to the March Board of Review dates

Bills – Referenced the sidewalks update from the Manager’s report

Brown – Thank you Sherrie Teall, acting Township Manager for a great job with tonight’s meeting

ADJOURNMENT

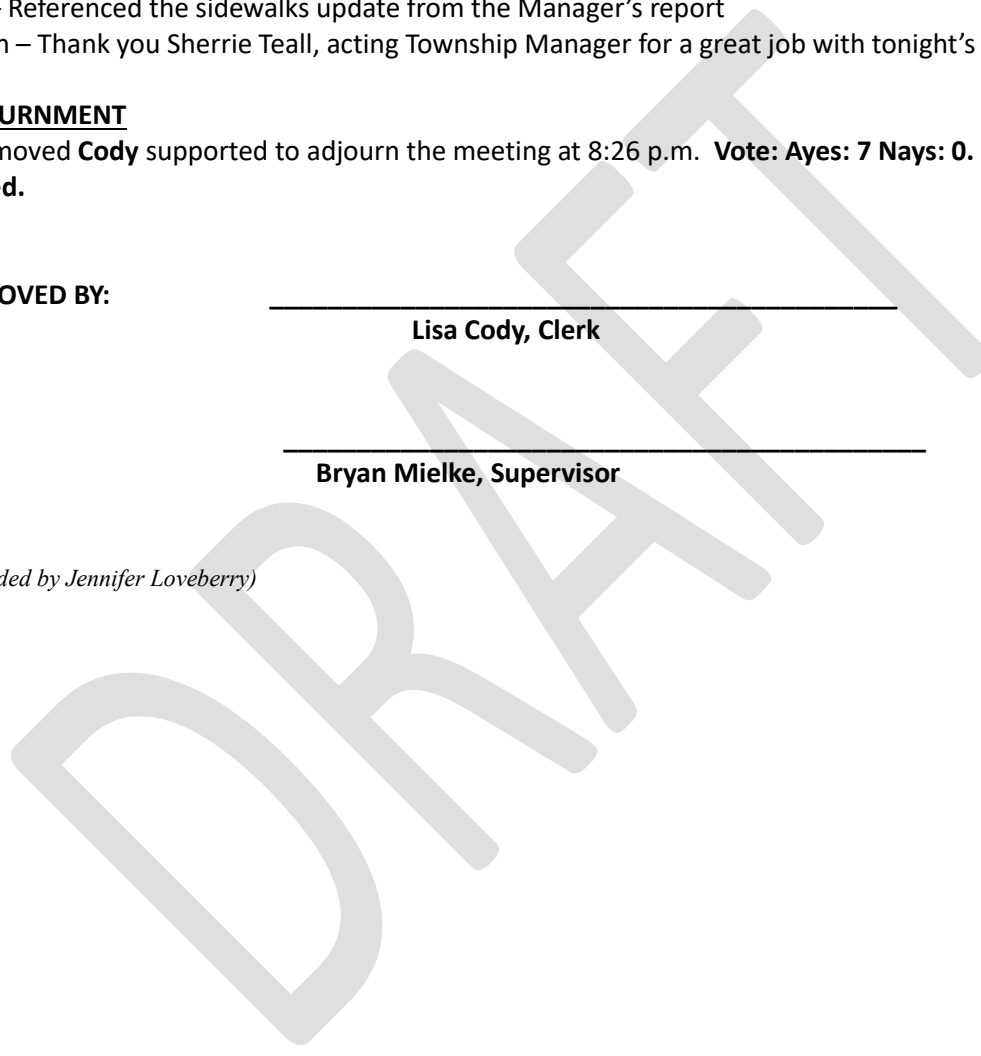
Rice moved **Cody** supported to adjourn the meeting at 8:26 p.m. **Vote: Ayes: 7 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Bryan Mielke, Supervisor

(Recorded by Jennifer Loveberry)



Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
02/26/2021	101	415 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2279 S MERIDIAN PUMP HOUSE	184.28
					2279 S MERIDIAN	1,162.88
					2010 S LINCOLN	1,154.67
					4511 E RIVER	11,568.48
					1660 BELMONT	120.66
						<u>14,190.97</u>
02/26/2021	101	416 (E)	00527	PITNEY BOWES GLOBAL FINANCIAL LLC	POSTAGE METER LEASE - 1ST Q 2021	462.75
03/01/2021	101	417 (E)	01105	MASTERCARD	MASTERCARD - BEBOW	1,750.76
					MASTERCARD - WALDRON	47.88
					MASTERCARD - THEISEN	51.97
					MASTERCARD - OCKERT	418.62
					MASTERCARD - HOHLBEIN	23.73
					MASTERCARD - FUSSMAN	143.64
					MASTERCARD - ROCKAFELLOW	68.09
					MASTERCARD - MCBRIDE	635.02
					MASTERCARD - RADAR	215.28
					MASTERCARD - NANNEY	54.99
					MASTERCARD - RICE	3.18
					MASTERCARD - TEALL	479.60
					MASTERCARD - STUHLREHER	67.36
					MASTERCARD - ROCKAFELLOW	(70.00)
						<u>3,890.12</u>
03/02/2021	101	418 (E)	00527	PITNEY BOWES GLOBAL FINANCIAL LLC	RED INK CARTRIDGES AND SEEL BOTTLES FOR	314.47
03/10/2021	101	22650	00018	ALMA BOLT CO., FASTENER GROUP	REPLACE PUMP PULL CHAINS ON LIFT STNS	597.80
03/10/2021	101	22651	00020	JAMES ALWOOD	WELL SITE LEASE - FEB 2021	366.52
03/10/2021	101	22652	00066	BILL'S CUSTOM FAB, INC.	HYDROMATIC PUMP SEALING FLANGE COLLARS	1,110.00
03/10/2021	101	22653	01240	BRAUN KENDRICK FINKBEINER PLC	LEGAL FEES -LABOR - JAN 2021	765.00
					ZALUD LITIGATION - JAN 2021	195.00
					CONCERNED CITIZENS - JAN 2021	1,054.43
					GENERAL LEGAL FEES - JAN 2021	5,950.99
						<u>7,965.42</u>
03/10/2021	101	22654	00095	C & C ENTERPRISES, INC.	JANITORIAL SUPPLIES - WWTP	64.25
					CLOTHING ALLOWANCE - ECON DEV. DIRECTOR	32.00
						<u>96.25</u>
03/10/2021	101	22655	00129	CMS INTERNET, LLC	CAMERAS - 5795 S MISSION SHOP	185.00
					COMPUTER MONITOR FOR WWTP	199.99
						<u>384.99</u>
03/10/2021	101	22656	01626	DANNY COFFELL	CLOTHING ALLOWANCE REIMBURSEMENT	100.00
03/10/2021	101	22657	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES - FEB 2021	635.04
03/10/2021	101	22658	01242	CULLIGAN WATER	WATER COOLER - FEB 2021	9.00
03/10/2021	101	22659	01171	DBI BUSINESS INTERIORS	RUBBER BANDS & PAPER - WTR/SWR	75.84
					WEBCAM - PW ASSISTANT	53.99
					SHARPIE/BATTERIES/CALCULATOR/KEY COIL -	218.98
					ENVELOPE GLUE/SORTKWIK	8.32
						<u>357.13</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
03/10/2021	101	22660	00209	ETNA SUPPLY COMPANY	REPLACEMENT METERS	1,120.00
03/10/2021	101	22661	00213	FASTENAL COMPANY	FIRE HYDRANT PIN PRESS REPAIR FIRE HYDRANT PIN PRESS REPAIR	3.50 7.01 <u>10.51</u>
03/10/2021	101	22662	00261	GRAINGER	PLUG VALVE - PUMP #4 GASKET - PUMP #4 DIESEL CAN	1,487.02 62.89 144.24 <u>1,694.15</u>
03/10/2021	101	22663	01721	HYDROCORP	CROSS CONNECTION CONTR PROG - FEB 2021 N CROSS CONNECTION CONTR PROG - FEB 2021 R	950.00 2,650.00 <u>3,600.00</u>
03/10/2021	101	22664	00391	MAPPING SOLUTIONS, LLC	MAP INFO SINGLE USER LICENSE RENEWAL	495.00
03/10/2021	101	22665	00142	MICHIGAN OFFICE SOLUTIONS	COLOR COPY OVERAGE CHARGE 9/18/20-12/17/	1,575.20
03/10/2021	101	22666	01090	SIMPLY ENGRAVING	NAME PLATES-TRUSTEE/PLANNING/ACCT SPEC	29.50
03/10/2021	101	22667	00668	UNITED PARCEL SERVICE	SHIPPING TO HACH CO FROM WWTP	80.48
03/10/2021	101	22668	01013	USA BLUE BOOK	DISPOSABLE RESPIRATORS	133.10
03/10/2021	101	22669	01723	V&V ASSESSING LLC	ASSESSMENT NOTICES - MAILING	1,493.29
03/10/2021	101	22670	01314	VERIZON WIRELESS	CELL PHONES 01-16-21 TO 02-15-21	360.76
03/10/2021	101	22671	01736	VWR INTERNATIONAL LLC	REPLACEMENT 6-WATT BULBS	125.27
03/10/2021	101	22672	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER SERVICE JAMESON-FEB 2021 DUMPSTER SERVICE WTR - MAR 2021 DUMPSTER SERVICE MCDONALD-MAR 2021 DUMPSTER SERVICE TWP HALL-MAR 2021 DUMPSTER SERVICE SHOP - MAR 2021 DUMPSTER SERVICE WWTP - MAR 2021	142.36 87.02 215.24 72.72 55.94 936.99 <u>1,510.27</u>
03/10/2021	101	22673	00710	WEBB CHEMICAL SERVICE	FERRIC CHLORIDE SOLUTION	5,250.62
03/10/2021	101	22674	01246	WOLVERINE POWER SYSTEMS	OIL FILTER & CHANGE - LIFT STATION 14 OIL FILTER & CHANGE - TRAILER UNIT 2 OIL FILTER/AIR FILTER/OIL CHANGE - WWTP OIL FILTER & CHANGE - RIVER RD OIL FILTER & CHANGE - TRAILER UNIT 5 OIL FILTER & CHANGE - W TOWER OIL FILTER/AIR FILTER/OIL CHANGE - 479 S OIL FILTER/AIR FILTER/OIL CHANGE/LABOR - OIL FILTER & CHANGE - LIFT STATION 3 OIL FILTER & CHANGE - LIFT STATION 2 OIL FILTER & CHANGE - BROADWAY TOWER	300.00 290.00 710.00 290.00 290.00 385.00 412.49 487.74 610.00 290.00 210.00 <u>4,275.23</u>
03/10/2021	101	22675	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT-FEB 2021	1,500.76 <u><u>1,500.76</u></u>
101 TOTALS:						
Total of 30 Checks:						53,734.60
Less 0 Void Checks:						0.00
Total of 30 Disbursements:						<u><u>53,734.60</u></u>

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

(See Governance Policy 3.10 for additional details)

BOARD MEMBER: James Thering

MONTH, YEAR: February, 2021

Date MM/DD	Meeting	Time Attended		Total
		1hr or less	More than Hr	
2/2	Isabella County Board of Commissioners	✓		\$ 50
2/16	Isabella County Board of Commissioners	✓		\$ 50

Signature:  **Date:** 2/20/20

- 1. This form is to be filled out by the board member at the conclusion of each calendar month. Request forms should be sent to the Finance Department. Following approval by the Board of Trustees, the meetings will be paid in the next payroll run.**
- 2. Only list those meetings that you have attended. For extra meetings that a member of the Board of Trustees attends and are eligible for “meeting pay”, \$50 will be paid for meetings that are 1 hour or less and \$75 for meetings over 1 hour. The meeting pay request form must be filled out with the date of the meeting, the name of the meeting attended, the length of the meeting and the pay requested for each meeting.**
- 3. The Township Supervisor, Clerk, and Treasurer shall not receive any meeting pay for attending meetings during regular township business hours of Monday through Friday 8:30 am to 4:30 pm.**



Union Township Report-1

Date: Tuesday, March 2, 2021



Alarm Date between 2021-02-15 and 2021-02-21

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000109						
		2/15/2021 3:11:05 AM	744	Detector activation, no fire - unintentional	ENG 32	2	1
						Total Responding 2	
Union Township	0000110						
		2/15/2021 9:01:00 AM	321	EMS call, excluding vehicle accident with injury	ENG 32	3	1
						Total Responding 3	
Union Township	0000113						
		2/15/2021 4:15:00 PM	553	Public service	C 31	1	1
						Total Responding 1	

Union Township	0000119						
		2/16/2021 11:25:45 AM	745	Alarm system activation, no fire - unintentional	ENG 32	2	1
						Total Responding 2	
Union Township	0000120						
		2/16/2021 5:25:00 PM	531	Smoke or odor removal	ENG 32	3	1
						Total Responding 3	
Union Township	0000121						
		2/17/2021 1:41:54 PM	740	Unintentional transmission of alarm, other	ENG 33	2	1
						Total Responding 2	
Union Township	0000126						
		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	ENG 33	2	3

		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	SCH 31	1	3
		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	Assistant Chief	1	3
		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	POV	8	3
						Total Responding 12	
Union Township	0000130						
		2/20/2021 6:16:17 PM	661	EMS call, party transported by non-fire agency	ENG 33	2	1
						Total Responding 2	
	Total Runs						Total Responding 27
	8						

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All

Highlighted Yellow Indicates an Emergency Call



Union Township Report-1

Date: Tuesday, March 2, 2021



Alarm Date between 2021-02-22 and 2021-02-28

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000109						
		2/15/2021 3:11:05 AM	744	Detector activation, no fire - unintentional	ENG 32	2	1
						Total Responding 2	
Union Township	0000110						
		2/15/2021 9:01:00 AM	321	EMS call, excluding vehicle accident with injury	ENG 32	3	1
						Total Responding 3	
Union Township	0000113						
		2/15/2021 4:15:00 PM	553	Public service	C 31	1	1
						Total Responding 1	

Union Township	0000119						
		2/16/2021 11:25:45 AM	745	Alarm system activation, no fire - unintentional	ENG 32	2	1
						Total Responding 2	
Union Township	0000120						
		2/16/2021 5:25:00 PM	531	Smoke or odor removal	ENG 32	3	1
						Total Responding 3	
Union Township	0000121						
		2/17/2021 1:41:54 PM	740	Unintentional transmission of alarm, other	ENG 33	2	1
						Total Responding 2	
Union Township	0000126						
		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	ENG 33	2	3

		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	SCH 31	1	3
		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	Assistant Chief	1	3
		2/18/2021 1:02:00 PM	131	Passenger vehicle fire	POV	8	3
						Total Responding 12	
Union Township	0000130						
		2/20/2021 6:16:17 PM	661	EMS call, party transported by non-fire agency	ENG 33	2	1
						Total Responding 2	
	Total Runs					Total Responding 27	
	8						

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All

Highlighted Yellow Indicates an Emergency Call

To: Mark Stuhldreher - Township Manager **DATE:** February 19, 2021
FROM: Kim Smith – Public Services Director **DATE FOR BOARD CONSIDERATION:** March 10, 2021
ACTION REQUESTED: Approval of the Professional Services Agreement between Dixon Engineering and Charter Township of Union for the 2021 Broadway 200,000-gallon elevated water storage tank maintenance project in the amount of \$31,300.00, and authorize the Township Manager to sign the Agreement.

Current Action Emergency

Funds Budgeted: If Yes Account # 591-536-972.000 No N/A

Finance Approval _____

BACKGROUND INFORMATION

In 2014 Dixon Engineering conducted a maintenance inspection of the Township’s 200,000-gallon Broadway Road elevated water storage tank. Several conclusions and recommendations were summarized in this report.

These items are as follows:

CONCLUSIONS:

1. The exterior coating is an epoxy urethane overcoat system that is in good condition overall. The coating has faded slightly and the primary mode of failure is spot coating breaks to the substrate with most of the failures on the base bell and roof with some small areas of delaminated topcoat. Coating deterioration is minor.
2. The dry interior coating is an epoxy system that is in good condition overall. The platforms and other spots have been repainted with an epoxy system. Minor failure has occurred on the underside of the platforms, the bowl, and various areas throughout the dry interior.
3. The wet interior coating is an epoxy system that is in good condition overall. Below the high water line the coating has minor spot failures on the sidewalls. Above the high water line the coating is in fair condition, with deterioration at the open lap seams, the overflow pipe, and ladder.

RECOMMENDATIONS:

1. Schedule regular cleanings and inspections of the tank by an independent third party as recommended by AWWA, or once every five years. (cleaned in 2016)
2. Complete the recommended work in approximately 5-7 years. The coating work is the greatest cost and largest part of the recommendations. The repairs and

upgrades should be completed during the next major tank rehabilitation process when coating repairs are made.

3. High-pressure water clean (5,000-10,000 psi), spot power tool clean and recoat the exterior with a polyurethane system.
4. Abrasive blast clean the topsides of the platforms including 1 foot up the riser walls, and the areas of failed coating and apply a spot epoxy coating system to all prepared surfaces.
5. Abrasive blast clean the entire wet interior to a near white metal condition (SSPC-SP10) and apply a three-coat epoxy polyamide system.
6. After coating the wet interior, seam seal the roof lap joints with urethane caulk.
7. Install cathodic clips and a pressure fitting for future installation of a submerged cathodic protection system replacing the hanging style.
8. Weld plates with couplings for interior rigging over the cathodic lift holes in the tank's roof.
9. Abrasive blast clean the pit piping to a commercial grade (SSPC-SP6) and apply a two-coat epoxy system.
10. Remove grass from the foundation, work can be performed by in-house personnel. (completed)

Dixon Engineering provides expert professional services for the inspection and completion of maintenance work in the coating industry. In this case their professional services pertain to water storage tanks.

The Charter Township of Union Public Services Department budgeted for the completion of the maintenance items for the Broadway storage tank as well as technical services to be conducted by Dixon Engineering in the FY2021 budget.

SCOPE OF SERVICES

Dixon Engineering's services under this Agreement are identified as follows:

- Preparation of the Technical Specifications, and Contract Documents
- Project Administration
- Conduct an onsite preconstruction meeting with selected contractor and owner
- Inspection Services including weld observation, wet interior coating, exterior coating, dry interior coating observation, and one (1) year drained warranty observation

JUSTIFICATION

Inspection and project oversight by a professional firm who specialize in water storage tank maintenance is critical to assuring the project is completed in accordance to the project specifications and industry standards.

It is recommended that the Township Board of Trustees authorize the contract to complete technical specifications, bidding services, and project inspections to the professional service firm Dixon Engineering. This sole source recommendation is based on the level of experience, familiarity with the Township's water system and water towers, and the exceptional past work history provided by Dixon Engineering to Union Township since the mid- 1980's.

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

COSTS

Professional Technical Services - \$31,300.00

Summarized as follows:

<u>Schedule of Values</u>				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
Design Phase				
A1.01-Technical Specifications			\$4,500	Lump Sum
Bidding and Contract Phase				
A1.02-Bidding and Contract Documents			\$2,000	Lump Sum
Construction Phase				
A1.03-Preconstruction Meeting			\$950	Unit Price
A1.03-Other Defined Basic Services – Project Administration			\$2,000	Lump Sum
A1.04-RPR Services Weld	1	\$1,150	\$1,150	Unit Price
A1.04-RPR Critical Phase Coating	19	\$950	\$18,050	Unit Price
Post Construction Phase				
A1.05-Warranty Observation			\$2,650	Lump Sum

PROJECT TIME TABLE

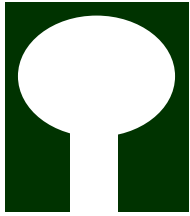
Completion of Professional Services by Dixon Engineering to begin as of effective date of Agreement. Maintenance project substantial completion expected by November 15, 2021.

RESOLUTION

Approval of the Professional Services Agreement between Dixon Engineering and Charter Township of Union for the 2021 Broadway 200,000-gallon elevated water storage tank maintenance project in the amount of \$31,300.00, and authorize the Township Manager to sign the Agreement.

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Charter Township of Union, Michigan** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owners Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Contract Documents, Project Administration, Preconstruction Meeting, Weld Observation, Wet Interior Coating, Exterior Coating, Dry Interior Coating Observation, and One (1) Year Drained Warranty Observation on the 200,000 Gallon Spheroid (E. Broadway Tank)** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount **\$31,300.**

Proposals / Agreement Signatures

Eric Binkowski, Project Manager January 26, 2021
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Ms. Kim Smith
Address for Owner’s receipt of notices:
Charter Township of Union
2010 S. Lincoln Rd
Mt. Pleasant, MI 48858
Email: Ksmith@uniontownshipmi.com

Designated Person: Eric Binkowski
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849
Email: eric.binkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 30 Notice to Bidders.
 - b. Section 00 00 40 Project Summary.
 - c. Section 00 02 00 Instructions to Bidders.
 - d. Section 00 07 00 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 08 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 04 10 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 43 73 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
11. If Owner agrees, issue Notice of Award to recommended Bidder.
12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.

2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures:

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).
5. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
 - b. Collect spent abrasive for sampling and testing.
 - c. Abrasive blast cleaning prior to application of the prime coat.
 - d. Prime coat prior to application of the next coat.
 - e. Intermediate coat prior to application of the stripe or topcoat.
 - f. Stripe coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Observe wet interior using high/low voltage holiday detection.
6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high (HPWC) pressure water blast cleaning meets or exceeds minimum specified standard.

- b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
7. Hold Point Coating Dry Interior- Observe, Record, Report, and:
- a. Abrasive blast cleaning prior to application of the prime coat.
 - b. Spot prime coat prior to application of the intermediate coat.
 - c. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
8. Hold Point Project Finalization:
- a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Create a second punch list if needed before finalization.
 - g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
- 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

- A. Basic Services:
- 1. Warranty Observations - Drained Wet Interior and Exterior, and Dry Interior Observation
 - a. Flush the interior tank surfaces with high pressure water to remove all mud and silt from painted surfaces and perform rough adhesion test.
 - b. Inspect interior surfaces for deterioration of coating, if any. Quantify all findings for presentation to Contractor.
 - c. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages.
 - d. Prepare and submit a letter report (2 copies) detailing condition of items inspected, and recommendations concerning the above work, if any, and recommendations for the next maintenance inspection.
 - e. Chlorinate the tank per AWWA Method No. 3 C-652. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

- f. Furnish pressure relief valves to the Owner for use on the distribution system two (2) days prior to the inspection. The Owner is to return the valves to DIXON within one week of the inspection. The purpose of these valves is to wastewater to prevent pressures in the line. The Owner is cautioned to inspect these valves prior to their installation as they are provided to many clients with different water supplies and different water constituents. These valves are shipped from one client to another; therefore, the valve must be adjusted and checked for sticking by the Owner prior to each use. The Owner should be aware that the valves are a safeguard, but they are not failsafe. The Owner should pay special attention to excess pressures in zones where they anticipate problems, such as older pipes. Valves can be sent up to a week or two in advance at the Owner's request.
- B. Post Construction Phase - Owner's Responsibilities:
- 1. Warranty Observation – Drained:
 - a. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
 - b. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if it is desired to reduce the amount of time required for cleaning.
 - c. Remove from site, mud, cathodic rods, or paraphernalia removed from the tank, if necessary.
 - d. Perform bacteriological testing prior to returning tank to service.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 1. DIXON may use a Lump Sum for the entire project.

- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 - 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 - 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 - 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 - 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON’S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Thirty-One Thousand, Three Hundred Dollars, \$31,300** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
Design Phase				
A1.01-Technical Specifications			\$4,500	Lump Sum
Bidding and Contract Phase				
A1.02-Bidding and Contract Documents			\$2,000	Lump Sum
Construction Phase				
A1.03-Preconstruction Meeting			\$950	Unit Price
A1.03-Other Defined Basic Services – Project Administration			\$2,000	Lump Sum
A1.04-RPR Services Weld	1	\$1,150	\$1,150	Unit Price
A1.04-RPR Critical Phase Coating	19	\$950	\$18,050	Unit Price
Post Construction Phase				
A1.05-Warranty Observation			\$2,650	Lump Sum
Total			\$31,300	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$265.00	
Project Manager	\$160.00	\$240.00
Engineer	\$165.00	\$248.00
CWI Welding RPR	\$160.00-\$175.00	\$240.00-\$263.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$110.00-\$145.00	\$165.00-\$217.00
DIXON Level 2 or NACE Level 2 RPR	\$100.00-\$125.00	\$150.00-\$188.00
DIXON Level 1 or NACE Level 1 RPR	\$90.00-\$109.00	\$135.00-\$164.00
Contract Support Staff	\$115.00-\$140.00	\$173.00-\$210.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.75/mile + tolls	\$0.65/mile
Lodging	\$148.00 per diem	\$138.00 per diem
Meals	\$48.00 per diem	\$41.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2021 (Revised: 8/6/2020)

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - 3. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
 - 5. Automobile Liability
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher, Township Manager **DATE:** February 23, 2021
FROM: Kim Smith, Public Service Director **DATE FOR BOARD CONSIDERATION:** March 10, 2021
ACTION REQUESTED: Consideration to approve the 2021 Township Brine Participation Contract with the Isabella County Road Commission (ICRC) for the application of brine in the amount of \$19,680.16 and authorize the Township Manager to sign said contract.

Current Action Emergency

Funds Budgeted: If Yes Account # 101-441-801.000 No N/A

Finance Approval _____

BACKGROUND INFORMATION

As part of the annual road maintenance program, the Township and the ICRC partner to apply brine to 19.99 miles of gravel roads located within Union Township. Brine is applied to gravel roads to reduce dust generated by fast-moving traffic, enhance the stability of gravel roads, and prolong the life of aggregate applications.

The ICRC and the Township split the cost for this maintenance. The aggregate cost share for 2021 is 92.18% Township and 7.81% ICRC. The cost for brine increased in 2021 by 6.58%. This represents an increase of \$1,3019.34 for FY2021. Township Administration requested that the increased cost be shared 50/50 between the Township and the Isabella County Road Commission. After consideration the Isabella County Road Commission declined to share in the increase due to their increased cost for equipment and personnel associated with preparing the roads for brine application.

SCOPE OF SERVICES

This contract provides for (3) three applications of Michigan Chloride at 2,000 gallons per mile during the year.

JUSTIFICATION

The approval of these contracts will reduce the amount of dust being generated during dry months and continue to improve 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
- Prosperity through economic diversity, cultural diversity, and social diversity
- Safety
- Health
- Natural Environment

COSTS

The cost share for this contract is as follows:

Union Township	\$19,680.16
ICRC	\$1,669.17
Total	\$21,349.32

The FY2021 budget has funds in the amount of \$18,500.00 allocated for brine. A budget adjustment in the amount of \$1,180.16 will be required as part of BA #1 to fully fund this contract.

PROJECT TIME TABLE

The application of brine will occur in 2021, at the discretion of the Isabella County Road Commission.

RESOLUTION

It is resolved that the 2021 Township Brine Participation Contract with the Isabella County Road Commission (ICRC) in the amount of \$19,680.16 is approved and the Manager is authorized to sign on behalf of the Township.

Moved by _____ Seconded by _____

Yes:
No:
Absent:

TOWNSHIP BRINE 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:

Project No. 497 – 014 - 121416	Total Gravel Miles: 19.99
Three Applications of Michigan Chloride at 2000 gallons per mile	
TOTAL COST	\$ 21,349.32
Less I.C.R.C. Share	<u>-1,669.17</u>
TOWNSHIP SHARE	<u>\$ 19,680.16</u>
Return Contract by March 19, 2021	

The Township agrees to pay the Road Commission for stated services after each application has been completed and an invoice has been furnished by the Road Commission. Payment is due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one (1%) per month on the unpaid balance of any and all said sums remaining unpaid after thirty (30) days.

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: _____