

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, March 14, 2022, 7:00 P.M.  
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473  
**THIS WILL BE A HYBRID MEETING, WITH IN PERSON ATTENDANCE BY COUNCIL MEMBERS.****

1. **CALL TO ORDER:**
2. **INVOCATION:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Council Meeting of February 28, 2022 MOTION Pg. 29
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 8
  - 6B. Staff Reports & Meeting Minutes Pg. 34
  - 6C. Bridge Inspection Proposal Pg. 65
  - 6D. Bridge Maintenance Agreement Pg. 70
  - 6E. Ambulance Service Agreement Pg. 75
  - 6F. MEDC Match on Main Agreement Pg. 84
  - 6G. USDA Engineering Agreement Pg. 101
  - 6H. Morrish Road CE and 3<sup>rd</sup> Party Agreements Pg. 175
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Bridge Inspection Proposal RESO Pg. 23
  - 8B. Bridge Maintenance Agreement RESO Pg. 24
  - 8C. Ambulance Service Agreement RESO Pg. 25
  - 8D. Appointments RESO Pg. 25
  - 8E. MEDC Match on Main Agreement RESO Pg. 26
  - 8F. USDA Engineering Agreement RESO Pg. 27
  - 8G. Morrish Road Construction Engineering Agreement RESO Pg. 27
  - 8H. 8002 Miller Road Lease DISCUSSION
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 28

**Next Month Calendar**

Zoning Board of Appeals:	Wednesday, March 16, 2022, 6:00 p.m., PDBMB
Fire Board:	Monday, March 21, 2022, 6:00 p.m., Public Safety Building
Metro Police Board:	Wednesday, March 23, 2022, 10:00 a.m., Metro HQ
City Council:	Monday, March 28, 2022, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, April 5, 2022, 7:00 p.m., PDBMB
Park Board:	Wednesday, April 6, 2022, 5:30 p.m., PDBMB
City Council	Monday, April 11, 2022, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, April 14, 2022, 6:00 p.m., PDBMB,

## **City of Swartz Creek Mission Statement**

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

## **City of Swartz Creek Values**

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

### ***Honesty, Integrity and Fairness***

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

### ***Fiscal Responsibility***

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

### ***Public Service***

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

### ***Embrace Employee Diversity and Employee Contribution, Development and Safety***

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

### ***Expect Excellence***

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

### ***Respect the Dignity of Others***

Employees shall be professional and show respect to each other and to the public.

### ***Promote Protective Thinking and Innovative Suggestions***

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

**CITY OF SWARTZ CREEK  
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS  
MONDAY, MARCH 14, 2022, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **March 14, 2022** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

**Zoom Instructions for Participants**

**To join the conference by phone:**

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

**Before a videoconference:**

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

**To join the videoconference:**

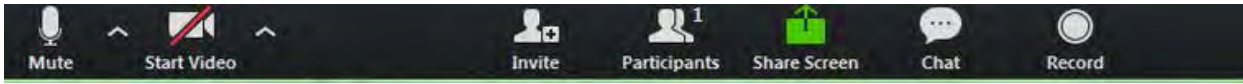
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](https://join.zoom.us) on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DMTF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

**Participant controls in the lower left corner of the Zoom screen:**



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

**Connie Olger is inviting you to a scheduled Zoom meeting.**

**Topic: Swartz Creek City Council Meeting**

**Time: March 14, 2022 07:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/83096401128>

**Meeting ID: 830 9640 1128**

**One tap mobile**

**+13017158592,,83096401128# US (Washington DC)**

**+13126266799,,83096401128# US (Chicago)**

**Dial by your location**

**+1 301 715 8592 US (Washington DC)**

**+1 312 626 6799 US (Chicago)**

**+1 929 205 6099 US (New York)**

**+1 253 215 8782 US (Tacoma)**

**+1 346 248 7799 US (Houston)**

**+1 669 900 6833 US (San Jose)**

**Meeting ID: 830 9640 1128**

**Find your local number: <https://us02web.zoom.us/u/kz4Jb4etg>**

**If you have any further questions or concern, please contact 810-429-2766 or email [colger@cityofswartzcreek.org](mailto:colger@cityofswartzcreek.org).**

**A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.**

## **CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES**

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, the City Council General Operating Procedures, and other public board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
  - (a) why the public body is meeting electronically;
  - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
  - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
  - (d) how persons with disabilities may participate in the meeting.

5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

## **MAINTAINING ORDER**

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the virtual application or by dialing \*9 on their phone, if applicable.

## **MOTIONS & RESOLUTIONS**

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

## **PUBLIC ADDRESS OF COUNCIL**

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.

3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

## **VOTING RECORD OF PUBLIC BODIES**

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday, March 14, 2022 - 6:00 P.M.**

**TO: Honorable Mayor, Mayor, Pro-Tem & Council Members**

**FROM: Adam Zettel, City Manager**

**DATE: March 9, 2022**

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**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **MICHIGAN TAX TRIBUNAL APPEALS** (*No Change of Status*)

The city approved the appraisal for the Meijer Store, and our appraisal has been submitted to the MTT for initial review. The value determination is about \$11M. The petitioner appraisal came in a little over \$7M. While the difference is quite large, the gap on this valuation is substantially lower than the initial petition. It is unclear if there will be an offer to settle.

See the July 26, 2021 report for details on the Meijer appeal.

We continue with an appraisal of Family Farm and Home. This is for an appeal filed last year.

✓ **STREETS** (*See Individual Category*)

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*Business Item*)

We have really great news! Despite our concerns, the Morrish Road bid (including a mid-block crossing at Applecreek & a left turn lane on Fortino) has come in very low. The bids received are as follows:

**Letting of March 04, 2022**

**Letting Call:** 2203 013

**Low Bid:** \$761,976.61

**Project:** STU 25000-207635

**Engineer Estimate:** \$874,087.20

**Local Agreement:** 21-5530

**Pct Over/Under Estimate:** -12.83 %

**Start Date:** April 4, 2022

**Completion Date:** August 13, 2022

**Description:**

0.86 mi of hot mix asphalt cold milling and resurfacing, concrete curb, gutter, sidewalk and ramps, signing and pavement markings on Morrish Road from Miller Road to Bristol Road in the city of Swartz Creek, Genesee County. This is a Local Agency project.

5.00 % DBE participation required

Bidder	As-Submitted
Ace-Saginaw Paving Company	\$761,976.61
Lois Kay Contracting Co.	\$845,090.73
Ajax Paving Industries, Inc.	\$938,548.44
Cadillac Asphalt, L.L.C.	\$1,100,611.40

**Total Number of Bidders:** 4



The MDOT will review and likely approve the low bid, setting the table for work to start in April or May.

To commence on our end, we need to provide for construction engineering (observation) services. This entails a 3<sup>rd</sup> party agreement that MDOT requires, as well as a construction engineering agreement. The CE services are to be performed by a pre-qualified federally eligible engineer. I am including those agreements. Note that the standard 15% is being estimated for CE, but we expect this to come in lower, especially if the trail is being constructed at the same time. I recommend we proceed.

Applications for the next round of TIP have been submitted for Seymour and Miller (Morrish to N. Seymour). We are hopeful that we will get funding for Miller Road, with Seymour coming in very close to being funded as well. This is not a final funding report, but we have a good feeling with the draft rankings.

✓ **STREET PROJECT UPDATES (Update)**

*This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.*

We have a bid for paving in various areas. These are hot off the press, as of writing on March 10<sup>th</sup>. In short, it appears we could take care of the civic parking lot, Bristol (Elms to West city limit), Seymour Road, and Hill Road for under \$500,000. We will be considering this bid under our budget constraints to see if performing this work is advisable. I certainly hope that it is within reach. These paved areas are in need of immediate attention in order to stave off future base reconstruction.

Note that Miller Road, thought bid in this process, has been accepted by the regional planning commission for federal funds. Look to see this on the March 28 agenda.

Some restoration on 2021 projects will occur in the spring, and lighting will require some work on Consumers Energy's end. Otherwise, we are in good shape!

OHM is preparing preliminary engineering for the remainder of Winchester Village and Winchester Woods. This is a very large scope of work. If we were not pursuing the USDA phase II, we would likely engineer a single street, perhaps Greenleaf. However, with the USDA funding prospect, it is possible that we will have a much larger scope of work to complete in the two year performance period.

We will report the status of the USDA grant so that we can better plan for future projects.

✓ **BRIDGE WORK (Business Item)**

I reached out to ROWE on February 22<sup>nd</sup> to see if there is an opportunity to cooperate with the county road commission on bridge maintenance bids and work. There is! Rowe has liaised with the GCRC and worked out an arrangement in which we can participate in bids for maintenance work. While this maintenance work can

be eligible for federal funding, the scope is not felt to be worth it for either the county or the city.

The work required consists of an epoxy overlay on the Elms Road bridge. This work was called for during the last bridge inspection. The proposal from the GCRC indicates that the total cost is expected to be \$25,000. Because this is being bid with about a dozen other county bridges, we expect the cost to be lower. That is the benefit to the city, as well as oversight by the county. The maintenance work will also occur much faster without going through the federal application, award, and construction process.

I strongly recommend we do this. Bridges are notoriously expensive to repair or replace if we fall behind in maintenance. This is truly a cast of, 'an ounce of prevention is worth a pound of cure.' With the county forming the bids and awards at this scale, we stand to benefit much in cost and timing. The agreement and resolution are included.

✓ **WATER – SEWER ISSUES PENDING** (*See Individual Category*)

✓ **SEWER REHABILITATION PROGRAM** (*Update*)

A large lining program has been approved and is underway. This will finish up most of downtown and include Miller, from Elms to Morrish. Televising of lines is occurring now. Once complete, the lining will commence. (Note that we had a backup on February 9<sup>th</sup> on Miller in this area).

We held off on cleaning and inspections for future lining projects for the time being. When we consider our recent discussions regarding a jetting truck, it might be best to consider these only after we know if we are to do them in-house or with a contractor. Note that we are still looking at costs for in-house vs contracted cleaning. See the "sewer truck" section below for details.

✓ **WATER MAIN REPLACEMENT - USDA** (*Business Item*)

The west Miller, Morrish, Bristol Road, and Village segments are complete. The contractor is completing the final component of USDA phase I, which is the Miller Road segment from Elms to Raubinger. We are investigating some curb settling, which may need to be addressed by the contractor.

As it turns out, there is unspent monies from the project. This is good news to some degree, since it implies that the project is coming in under budget. The downside is that the USDA uses loan funds first, and grant funds last. As such, there may be 'free' money left on the table. We have gotten approval from the USDA to extend water main replacement along Miller to the Masonic Lodge. This will use about \$135,000 of the remaining funds, estimated to be about \$150,000.

Note that Morrish Road paving and paint markings are temporary. We have timed this so that repairs commence next year with the Transportation Improvement Program funds.

OHM is finishing an application for another round of USDA grant/loans. We have completed the 2025 theoretical budget and rate study. A public hearing is needed,

and we need to designate an engineer for the project. **This engineering agreement brings us to the business at hand.** I am including the USDA standard engineering agreement that will set pricing and terms with OHM. Note that the pricing is established by USDA norms. I believe OHM has done well so far and should continue this effort. A resolution is included.

This project will help us afford the remainder of the Winchester Village Streets:

Greenleaf  
Winshall  
Durwood  
Norbury  
Whitney  
Seymour (South of Miller)

To align our water main and street projects, we needed to skip street reconstruction in 2022 so that the USDA process is ready to go. The upside is that 2023 and 2024 could see the total completion of all Village water main and streets. Doing so will also require another street bond (funded with existing revenues). This is something we can probably arrange for ten years like we did with the first segment of road work.

If the USDA application is approved, we will know our obligations towards additional notes or access to grants. We can then formalize a workable financial and construction plan to finish the Village streets and water main. Note that we seek preliminary engineering for the streets at this meeting (not water main at this time).

As presented by the GCDC on April 12, the new county Master Plan includes a northern loop and southern loop option to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There will not be any cost participation by the city, but the timeline is unclear. There are rumors that recovery act funds may be put forth to accelerate a loop.

The city is revisiting an effort to work with the county to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county 16" line. It appears the transition cost would be about \$25,000. Mr. Harris and I have learned of the needs from the county and are ready to proceed. We may look to add this as USDA work or bring back a separate proposal. Note that the city line will be abandoned, but the city will still retain the customers.

✓ **WATER SYSTEM MASTER PLAN** (*No Change of Status*)

The water reliability study has been submitted to the state. They are reviewing the document and will provide feedback, if needed. Once finalized, we can integrate the findings into the city capital improvement plan.

Rob and I are working with OHM to submit a final Emergency Response Plan to the feds as well.

✓ **COMMERCIAL METERS AND TRANSPONDERS** *(Update)*

Rob is purchasing about \$10,000 worth of commercial meters. This is in the budget. The age of many of these are starting to raise flags concerning accuracy and reliability. We have definitely had some reliability issues with the larger meters at the schools.

We are just now pricing mechanical and ultra-sonic meters. The idea was to invest big and replace a majority of such meters in one swoop. However, we are now opting to buy them incrementally and replace them with our staff as time permits. With this program established, we will remove this section of the update from future reports.

In related news, the technology is available and affordable to move to a live read system for the entire community. This will enable all accounts in the city to be read at any time from city hall. Meters will also track data in increments of just a few minutes, and self-report abnormalities to the city. Such reports would include backwards flow, leaks, and high usage.

This system would cost under \$100,000 to install and would save substantially on routine reads, final reads, and troubleshooting. It would also save city customers tens of thousands of dollars each year in leaks (this will also reduce property damage). I am in favor of this transition. I think it makes financial sense and is a great customer service.

I have previously attached the proposal from our meter supplier. Staff will look to include the cost for this conversion in the next budget and see how things shake out. In the meantime, I need to affirm our rights on the tower at 4355 Elms Road. It is proving more difficult to contact the owner than we would like.

✓ **STORM WATER MANAGEMENT** *(No Change of Status)*

We continue to move forward with formalizing more rigorous storm water management practices. This effort follows our agreement with DLZ providing inspection services, policy guidance, and training as a means to comply with state mandates and to ensure quality environmental outcomes related to storm water.

On February 22<sup>nd</sup>, we underwent our first audit of our storm water management practices and documentation. This includes our inspection and maintenance practices related to facilities and drains, construction standards, and testing of outfalls. Overall, the audit went well. However, there happened to be an unknown event occurring at the DPS during the inspections (hydraulic leak from a dump truck). The inspector is also not happy with our salt storage barn and aggregate parking lot. We may see some corrective action letters in the near future.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

The last of the lots acquired prior to the special assessment have been sold. The city also has two more lots that were acquired through the tax reversion process. There is

interest by the builder to proceed with acquisition and construction. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

Though the city cannot retain funds in addition to expenses for these lots, we are still expected to sell them at market value. Listings in Heritage for vacant units are \$10,000-\$12,000, and none of them are moving. I propose a price of \$10,000 for each lot. If there is no objection, I will bring this back to the council for the first step of the sale process.

✓ **NEWSLETTER** (*No Change of Status*)

The winter newsletter is definitely out. We included utility rates, FOG information, school security, and winter reminders.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** (*See Individual Category*)

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. **(Update) The Genesee Valley extension is out for bid, and we MAY see additional ARPA funds.** As of writing the SRTS project appears to be a 2023 project.
2. The **raceway owner is still considering racing.** The state has more bills in the works. We should know something soon. As a backup plan, the owner will be looking to repurpose the site and cooperate with our master plan process. For now, they have a temporary zoning permit to store surplus vehicles for GM. See details below.
3. The school appears to be actively seeking demolition bids for **Mary Crapo.** My understanding is that the school has some unmet playing field or recreational needs, and they may be looking to locate some facilities or courts to this site. While the demolition of the school would deny the community a contributing historic structure, I do not see a viable and predictable way to reuse the site. For my part, I think the scale of rehabilitation of this building and any subsequent use is far beyond the city's resources. I see this as an issue for the school and broader community, especially given our current deferred maintenance needs within our parks.
4. The **school bond** passed and many improvements have occurred and many are expected throughout the district. The school is currently seeking approval from the county for additional improvements and paving at the middle and high schools. Total investment for this effort will exceed \$50 million over two to three years. The improvements so far are very impressive, especially what is occurring at the middle and high schools. The project is likely to result in another access to Cappy Lane for the high school. It also appears that the school will be adding a walking path on their high school campus that should be integrated with other pedestrian features.
5. **(Update) Street repair in 2022** is done! Morrish Road is out for bid!
6. The **Apple Creek Station** development of 48 townhomes is on hold due to construction material availability and cost. They continue to seek final review by the county. If there is no change in status by the end of the year, we will remove this from future reports. These units range in size from 1,389 to 1,630

square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village.

7. The **Brewer Condo Project** is proceeding with building construction at this phase. The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Not everyone is a fan, but we believe it will be a positive addition to the downtown in the long run.
8. The next **Springbrook East** phase is under construction. They have pulled many home permits. There is currently an issue with a home that is under construction, with said home being placed outside the building footprint. A hearing on the variance was held on October 20<sup>th</sup>, and all dimensional variances were approved. We are requiring staking of all building footprint and foundation walls prior to commencement.
9. **The Diesel Pro building** on south Morrish burned down just after Christmas. They are looking to rebuild the facility on site. I expect a site plan this spring.
10. The **southwest corner of Elms & Miller** is seeing some increased activity. This is likely due to the consolidation of two more properties at a recent auction, greatly expanding the available footprint.

✓ **TAP/DNR TRAIL** (*Update*)

The project is out for bid!

✓ **SAFE ROUTES TO SCHOOL** (*No Change of Status*)

We are finally working on the last of the four easements that are required for this project. Three have been signed already (school, Kincaid fair grounds, and Kincaid Apartments. We continue to communicate with the farmers on Bristol Road by Elms Elementary (Jaworsky). This was previously delayed due to the need to communicate with them about a potential USDA easement as well (to loop Heritage to Flint Township to the north). We are conducting an appraisal for Jaworsky, as required by MDOT, but this should result in an agreeable purchase for the city council to consider.

Preliminary engineering is underway. This project is likely to be done in 2022, or 2023. There is still a chance that this will be combined with the TAP/DNR project.

This is a substantial grant for another \$650,000+ for trails and walkways in the community! This will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network.

✓ **REDEVELOPMENT READY COMMUNITIES** (*No Change of Status*)

Burrito Bros, 8013 Miller, is applying for the Development District Liquor License. The council has resolved to support this. They have been engaging in due diligence on their end, and I have been sending information to the state in preparation, including the city's DDA plan and recent public and private investment. This demonstrates the area and business qualifications. They should be opening any day now.

We also submitted a grant on behalf of this business for the MEDC Match on Main grant. This grant has been awarded and will result in up to \$25,000 for investments in



their downtown location (former Daves)! If so, we expect to activate the outdoor dining area!

The master plan is proceeding, and the city received the funds in September 2021, to assist with this (\$30,000). The MEDC continues to offer much in-kind support to our efforts.

Our community needs to find specific projects to exercise a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards a downtown project!

A link to this program is here: <https://www.miplace.org/programs/public-spaces-community-places/>

✓ **TAX REVERTED PROPERTY USE** (*No Change of Status*)

The Wade Street property is in the flood plain. J.W. Morgan was looking at it, but they have their hands full elsewhere, and this is a marginal site. I think we should consider looking to sell the property to a neighbor or having a home built ourselves. For the later option, I suspect we will not get our money back in the sale. However, we can take a tax exempt property with annual maintenance costs and put it on the tax rolls. Doing so would provide over \$1,000 a year to our respective local levies & assessments...forever.

✓ **8002 MILLER** (*Business Item*)

The tenant has paid the money owing during the court action and is now current through February 28, 2022. Prior to that payment, made in early March, our attorney sent a deficiency notice. We do not wish to have the tenant fall behind again, so we are staying on top of it. As of writing, water & sewer are current.

The tenant is now in a 'holding-over' provision, which allows them to stay on a month-to-month basis which includes a 10% rent increase. I think it is appropriate for the city council to consider this situation. If rent at \$2,000 is problematic, certainly \$2,200 a month with further stress the situation. Obvious options are to require the rent increase and see where it leads, to waive the increase and maintain the status quo, to terminate the hold-over lease altogether, or to renegotiate the lease. I have this on the agenda for discussion. A decision may be appropriate, but I have not included a resolution given the wide array of options.

✓ **CDBG** (*No Change of Status*)

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks. We signed updated agreements to receive and use these funds on September 2<sup>nd</sup>. Work will be in 2023 for the downtown sidewalks though.

✓ **GIS MAPS** (*No Change of Status*)

We are looking at activating our GIS by further auditing the data and creating 'widgets' to help us with specific tasks. The widgets would be applications that are made specifically to perform and track tasks, such as hydrant flushing, valve turning, and sewer cleaning. These applications will serve as a depository for GIS information on

the asset, its current status, and future management. Depending on the scope of work, we may bring some of the proposals for application creation to the city council.

As of writing, we learned that we may be able to inventory our assets at an even lower price, enabling us to inventory sidewalk, traffic signs, and right-of-way trees. With the ability to tie these assets to our work order system, we may be able to construct and use one of the most advanced GIS/work order systems in the region. This would help us tremendously in our ability to conduct long term maintenance and capital improvement planning.

✓ **DISC GOLF** (*No Change of Status*)

Otterburn Park and the disc golf course is moving into the next phase! Basket 18 (the sledding hill) is looking amazing! The contractor is smoothing out some fairways and adding some topography to the rest of the course. We also have a plan for a circle-drive parking lot, with pavilion.

The disc golf committee has been working hard to place holes for baskets, clear fairways, and raise funds. They have been out there doing some very intense volunteering in October.

✓ **MASTER PLAN UPDATE** (*Business Item*)

The planning commission met on March 8<sup>th</sup> to go over the plan. The review was extensive, and included the downtown design guidelines. At this point, the planning commission is recommending distribution of the plan for review by the public and other stakeholders.

During the public review period, the plan can still be amended at will. Affirmation of approval is to be done by the planning commission AND city council down the road. A resolution is included with the packet to engage in formal distribution.

✓ **RACEWAY** (*No Change of Status*)

I met with ownership the week of the 14<sup>th</sup>. They are looking to proceed with reuse of the site, probably in the industrial realm. The likelihood of thoroughbred racing is very small. There may be a desire to test the waters of the community concerning the acceptance of industrial cannabis operations. We may see a concept plan for reuse this summer.

✓ **COVID AID** (*No Change of Status*)

The MEDC is offering large grants for a Revitalization and Placemaking (RAP) Program. You can view the preliminary guidance [here](#). At the moment, I do not see an opportunity in our community that I believe is competitive or viable (the grants and match portions are very large).

This would be perfect for a large-scale redevelopment or rehabilitation of a downtown property. This opportunity would also work for a large-scale public investment. Unfortunately, we do not have either of these types of projects lined up in terms of design, funding, or participation. I will keep my eyes open though. Generally, we are applying for everything under the sun, and this is right up our alley.



The previous report is as follows:

Big news is out for ARPA aid to the city. Because our amount is under \$10,000,000, we can account for the funds as revenue loss. This will make use and reporting extremely easy. We no longer need to stick to the specific eligible uses that were originally outlined. With that said, I continue to propose a conservative approach.

I absolutely advise against new or special projects with these funds. There are a ton of unfunded needs in our six-year capital improvement plan that we can address, as well as routine maintenance. I suspect these funds, as spent from the general fund, will go quickly. We have needs apparent with the civic parking lot, numerous streets, park equipment, city hall flooring/furnishes, public safety needs...the list goes on.

✓ **PAVILION COMMITMENT** *(Update)*

We applied for county ARPA funds to get the pavilion funded and upgraded, but it appears this was not found to be eligible. I am seeking additional pricing for the original scope of work. I hope to have this before the Farmer family and park board in April or May to begin to move us toward a product we can bid or otherwise contract. The previous report follows.

The city council has committed to installing a pavilion at Otterburn Park, including a commitment of \$20,000. I have reached out to four area builders about the creation of a concept and pricing thereof. One was initially helpful, but they have been non-communicative lately. I have gotten an initial response from a couple others, but there has been no follow up. Most recently, J.W. Morgan has agreed to sit down with the family and myself.

It appears there is basic agreement on an initial concept, which is to be a 30x40 slab with a pole barn style pavilion. No restrooms, power, or other features are included at this time. The contractor is going to scope a pavilion that resembles one that they constructed at Elms Elementary.

With current pricing, we will use this as a starting point to finalize a concept with the park board. Once complete, fundraising can begin. At this point, the family feels some pressure on the matter, especially during the holiday season, and they would like to ease up on the pace a bit. This is perfectly acceptable to us. It simply means that 2022 may be more of a fundraising year than an early construction year. Given our status at Otterburn, this works out well.

The park board is still taking the lead on this, with close input by Jentery's family. I will keep the council informed.

✓ **WATER OPERATIONS SERVICES** *(No Change of Status)*

We are in a position to proceed with an agreement with the GCDC-WWS to supply operational services to the city regarding the water distribution system. This has enabled us to have a broader array of options in selecting the next DPW Director. However, there is no rush to act quickly. We have the ability to take our time further study and consider options. One of the first items of business as we onboard a new director is to consider this option. I will keep the council informed.

✓ **SECURITY CAMERAS** *(No Change of Status)*

We got a second proposal on cameras, including system design advice (locations, coverage, etc.). It is much higher. I also got pricing from Comcast on high-speed internet to the site. At first, they wanted us to run fiber, but this would have been over \$1,000 a month. I requested coaxial pricing, which appears to be about \$300 a month. At this point, it appears that connectivity is best achieved through the wired system (Xfinity) instead of 4G.

We are looking at pricing to run conduit in the park. This will have the benefit of providing power (potentially) to additional pavilions. It is also essential if we are to power cameras and provide a feed to the recording device. Once complete, we can better plan for a security system.

As we consider the initial cost for security cameras, conduit, installation, and the monthly cost to operate the broad band and camera service, I think we are getting into territory where the security is costing more than the issues we are attempting to prevent. I will have this discussion with park board, but at a cost of about \$15,000 to install, and about \$5,000 a year to operate, we might be better off with the gates alone.

✓ **SEWER TRUCK** *(Update)*

With no update on this matter, I will remove this from future reports until such time that we have new information. See the report from February 28, 2022 for details.

✓ **AMBULANCE SERVICE** *(Business Item)*

It appears that Genesee County 911 is going to be recognizing dedicated municipal ambulance service. They accepted all local resolutions (11 municipalities) at their meeting on March 8<sup>th</sup>.

It also appears that such agreements can now be entered into and acted upon in the near future during dispatch. 911 estimates that this will take about 60 days to onboard. I have spoken with Dave Plumb on the matter, and he still believes we have time to submit a resolution and agreement to engage in contracted ambulance service.

After much deliberation and a large amount of time spent reading legal opinions and related materials, I think we should proceed. Our attorney, who has extensive experience in Lapeer County and with other impacted Genesee County communities, agrees. Chief Plumb supports the notion as well.

This concept is a continuation of our earlier reports and discussions about ambulance service in the county. The perceived problem is that all ambulances congregate in specific areas in order to get directed to areas of high-call volume, leaving much of the county with long response times.

With dedicated service agreements, ambulance providers feel they can disperse their fleet more liberally and still maintain call volumes. To that end, I have reached out to Medstar, located in Mundy Township off Hill Road. Mundy and Gaines Townships have already subscribed to dedicated service from this provider as well.

Based upon our prior discussions, presentations, and the most recent actions of the 911 Consortium, I recommend we proceed. I am including the agreement and the 911 approved resolution.

✓ **LABOR AGREEMENTS** *(No Change of Status)*

The AFSCME agreement is due to be negotiated this spring, with a start date of July 1, 2022. Agreements for exempt employees are also due, though these will be individual in nature. Our efforts with this round of negotiations are to find ways to attract and retain talent, with the understanding that wages are only one piece of the puzzle and the modern workforce is much more attentive to working conditions such as flex time, remote work opportunities, independent job management, and new opportunities.

✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*

✓ **MONTHLY REPORTS** *(Update)*

We have routine departmental reports for review.

✓ **BOARDS & COMMISSIONS** *(See Individual Category)*

✓ **PLANNING COMMISSION** *(Update)*

The Planning Commission met on March 8, 2022. A complete draft of the master plan was thoroughly vetted. Numerous changes and updates were added. The commission voted to recommend distribution of the plan by the city council for public review, contingent upon the changes. I expect to have a modified draft available for the meeting on the 28<sup>th</sup>. If agreeable, the council will vote to distribute the plan for the 42 day review period. A public hearing and additional review will follow, with adoption sometime after that. Note that changes can still be made.

A development firm also gave a brief presentation to the commission during public comment. They are advocating retail marijuana sales in the city at one of two locations, with the vacant land by the gas station on Morrish Road or on the vacant land next to Little Caesars. There was no additional comment or deliberation. The city does not permit such uses.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*

The DDA met on March 10<sup>th</sup>. They considered policies to accommodate the increase in event activity downtown. This included review of the existing parade policy, a new general event policy, and a food truck policy. Having these in place will help greatly with the applications we are receiving for events like Jeepers Creekers, the proposed car show, and food truck vendors. Ultimately, these policies will need to be affirmed by the city council. They recommended some initial changes and will review the policies again on April 14<sup>th</sup>.

Note that the car show is likely to be proposed by a local non-profit and is to operate on the 4<sup>th</sup> Thursdays of summer months, from 5pm to 9pm.

✓ **ZONING BOARD OF APPEALS** *(Update)*

The next meeting is scheduled for March 16<sup>th</sup>, and this will be the annual meeting. However, training will not occur on the 16<sup>th</sup>. The entire board is signed up for Michigan Association of Planning training for ZBA's on March 15<sup>th</sup>.

✓ **PARKS AND RECREATION COMMISSION (Update)**

The Park Board met on March 2<sup>nd</sup>. The disc golf came and made a report. They indicate that they will be commencing with basket and tee pad installation in the spring. They are hopeful that our contractor can finish some drainage work and exit the site prior to summer.

The board is considering seeking a name change to Bi-Centennial Park. They will revisit this at their April meeting.

The park board also worked with the Rowe liaison regarding the park plan review. They opted for a few various strategies for public engagement, including focus groups, surveys, and a town hall meeting. It is expected that this process will start in early summer. Final plan adoption will be in January 2023. This will ensure that we have a full five years of eligibility with DNR grants.

Lastly, the board recommended some signage purchases for Elms Park, including signs to cover littering, violation consequences, and improper use of vehicles.

Their next meeting is April 6 at the city office.

✓ **BOARD OF REVIEW (Update)**

The Board of Review is beginning their training for the March sessions. The organizational meeting was held on March 8<sup>th</sup>. Review meetings will be on March 21<sup>st</sup> from 9am-12pm & 6pm-9pm, and March 22<sup>nd</sup> & 23<sup>rd</sup> 9am-12pm. During these sessions, they will hold the primary hearings on contestations of value for residential parcels.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Update)**

The election preparation for August is rolling. I have started ordering supplies and the county will be certifying all the cities ballot containers in April and the election tabulators have maintenance scheduled to be done in the next few months. I have prepared the council member petition packets and have these available. These packets are for Precincts 1-4 and one at Large position. We now have mail trays setup in the council chambers above the coat rack for councilmembers mail.

✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE (No Update Available)**

Water main installation on Miller Road has been completed. When weather allows final restoration will be completed finalizing the project. We are still working towards a decision whether or not to extend pipe replacement to the west stopping on the east side of creek.

To date, this winter, we have had 16 snow events that have caused salting and/or plowing. The crews are doing a great job keeping up with demands caused by the winter weather and keeping the roads safe for the community.

Asphalt paving bid is currently being advertised and we have had several inquiries regarding this.

✓ **TREASURER UPDATE** (*Update*)

Reconciliation of the 2021 tax roll has been completed and awaits acceptance by the County. Preliminary work continues for the draft recommended budget for fiscal year ending June 30, 2023. We are on the waiting list with BS&A to get the Uniform Chart of Accounts updates implemented in our General Ledger. Financial aspects of the fleet management plan are being reviewed with the City Manager and DPS Director on an ongoing basis. Routine operations include, but not limited to, processing payments for utility bills, delinquent personal and qualified real taxes, park reservations, building permits, etc., daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

✓ **MEDC MATCH ON MAIN** (*Business Item*)

We are very pleased that our community was able to acquire a grant on behalf of the Burrito Bros restaurant. They are eligible for \$25,000 towards the renovation of 8013 Miller Road. The MEDC requires an agreement to engage in the request for reimbursement. I am including the agreement as a resolution to approve. I hope this is the first of others that qualify for such funding. This is a strong RRC benefit.

✓ **APPOINTMENTS** (*Business Item*)

We have experienced a couple more resignations, as well as an expansion to the 911 Consortium delegates from the city. Dawn Jamison has resigned from the Park Board and Larry Cummings has resigned as an alternate to the Board of Review. We have a volunteer for the BoR, but nothing yet to replace Dawn.

Concerning 911, the consortium is altering their bylaws to all for general members to appoint an alternate. I currently serve as the primary delegate, since the consortium seeks to have professional staff or officials serve, with the notable exceptions of police and fire chiefs. As such, I think the alternate should be an official that is heavily involved in the city happenings. For this position, the mayor or another council member that is involved in the MPA or Fire Board is a good choice. For the remainder of this term, the Mayor is volunteering himself.

I am including a resolution for 911 and BoR. Let the Mayor know if you have recommendations for the park board.

✓ **BRIDGE INSPECTIONS** (*Business Item*)

There are two bridges within the city's street system, the Elms Road and Morrish Road creek crossings. Note that Raubinger Road used to be a shared bridge, but this was transferred to the Genesee County Road Commission about a decade ago.

As indicated in the bridge maintenance section above, maintenance is required from time to time to stay ahead of expensive repairs or other deficiencies. We manage this process through MDOT mandated inspections every two years in accordance with Federal Highway Administration guidelines.

I have a proposal from Rowe Professional Services Company to continue this cycle of inspections for the price of \$425 per bridge. This is the same fee that was quoted two years ago. This service includes the site visit and regulatory paperwork submission. They are also quite good at managing maintenance strategies, as evidenced by the opportunity for cooperation with the GCRC.

**Council Questions, Inquiries, Requests, Comments, and Notes**

*Ingalls Street:* There continues to be an initiative to add a stop sign on Ingalls Street. I expect to get an opinion from Metro PD on the matter soon. The matter has been exacerbated by a driver leaving the roadway and hitting a home in recent weeks. Though the issue was certainly due to excessive speeds and reckless driving that was in breach of all posted and known traffic laws, the incident is clearly being tied to the perceived need for a sign. While a new traffic control device may be warranted, I always caution council on making traffic control orders based upon popular opinion and an emotional reaction. It is far more likely that we can better control speeds through objective traffic calming methods such as narrowing, lane striping, street trees, etc.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, March 14, 2022, 7:00 P.M.**

**Motion No. 220314-4A**                      **MINUTES – FEBRUARY 28, 2022**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, February 28, 2022, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Motion No. 220314-5A**                      **AGENDA APPROVAL**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of March 14, 2022, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Motion No. 220314-6A**                      **CITY MANAGER’S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council accept the City Manager’s Report of March 14, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 220314-8A**                      **RESOLUTION TO APPROVE A PROPOSAL FOR  
BRIDGE INSPECTION SERVICES**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridges; and



**WHEREAS**, the Federal Highway Administration requires inspection of these bridges by a certified professional once every two years; and

**WHEREAS**, Rowe Professional Services Company is a qualified engineer of the city and has completed these inspections previously and maintains a working knowledge of the process and bridge particulars; and

**WHEREAS**, Rowe proposes to complete and submit bridge reports to the city and the MDOT for a fee of \$425 each.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek approves the bridge inspection proposal by ROWE Professional Services Company, dated February 28, 2022.

**BE IT FURTHER RESOLVED**, that the City Council directs the Mayor to execute said proposal on behalf of the city and for the city treasurer to appropriate such design costs to the Major Street Fund.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 220314-8B**

**RESOLUTION TO APPROVE AN AGREEMENT WITH THE GENESEE COUNTY ROAD COMMISSION FOR COOPERATIVE BRIDGE MAINTENANCE WORK**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridge; and

**WHEREAS**, the Federal Highway Administration requires inspection of these bridges by a certified professional once every two years; and

**WHEREAS**, Rowe Professional Services Company inspected the Elms Road bridge and determined that an epoxy overlay of the deck and other, miscellaneous, work needed to be completed; and

**WHEREAS**, the Genesee County Road Commission is engaging in such work at a large scale, and the city finds it to be in the best interest of the public to cooperate in the cooperative bid as offered by the GCDC.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek approves the Local Road Agreement with Genesee County Road Commission for the Elms Road Bridge over the W. Branch of the Swartz Creek Bridge Epoxy Overlay, as included in the March 14, 2022 city council packet.



**BE IT FURTHER RESOLVED**, that the City Council directs the Mayor and Mayor Pro Tem to execute said proposal on behalf of the city and for the city treasurer to appropriate such design costs to the Major Street Fund.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 220314-8C**

**RESOLUTION TO APPROVE AN AMBULANCE SERVICE AGREEMENT AND TO NOTIFY THE 911 CONSORTIUM**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek desires to enter into an Emergency Medical Services Agreement with Medstar, Inc., to provide Advanced Life Support and Basic Life Support ambulance services; and

**WHEREAS**, the City of Swartz Creek desires to notify Genesee County Central Dispatch Authority that Medstar has been selected as the EMS provider within the above-listed communities and to direct that Medstar be sent to all 911 EMS requests in the City of Swartz Creek; and

**WHEREAS**, the above-mentioned contract provides for effective controls and mechanisms to ensure appropriate and sufficient service levels and quality for 911 EMS requests in the City of Swartz Creek.

**NOW THEREFORE BE IT RESOLVED**, the City of Swartz Creek, pursuant to applicable powers and authority, recognizes Medstar, Inc. as its EMS provider as set forth in its agreement with Medstar, and authorizes and directs the Mayor to execute the agreement on behalf of the city.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek directs the Consortium to dispatch Medstar, Inc. exclusively within the City's jurisdiction, subject to applicable backup service agreements.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek holds the Consortium harmless from any claims it may have against the Consortium arising from Consortium recognition of the EMS services contract set forth above and attached hereto.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 220314-8D**

**RESOLUTION TO APPROVE COMMISSION APPOINTMENTS**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

**WHEREAS**, there exist vacancies for such positions; and

**WHEREAS**, said appointments are Mayoral appointments subject to affirmation of the city council.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

#220314-8D1 **MAYOR APPOINTMENT:** **David Krueger**  
911 Consortium Alternate, City Official  
Remainder of two year term, expiring November 28, 2022

#220314-8D2 **MAYOR APPOINTMENT:** **Tammy Parenteau**  
Board of Review, City Resident  
Remainder of three year term, expiring June 30, 2023

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 220314-8E RESOLUTION TO APPROVE THE MATCH ON MAIN AGREEMENT WITH THE MEDC**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek holds status with the MEDC as a Redevelopment Ready Community; and

**WHEREAS**, the City of Swartz Creek submitted and was awarded a grant of \$25,000 that will cover investment costs of 8013 Miller Road for eligible expenses in accordance with the Match on Main Program; and

**WHEREAS**, an agreement is required for the city to function as intermediary in the reimbursement process.

**NOW THEREFORE, BE IT RESOLVED**, that the Swartz Creek City Council approves the Michigan Economic Development Corporation Match On Main Grant Agreement With City of Swartz Creek, Case, 347009, and authorize and direct the City Manager to sign on behalf of the city.

**BE IT FURTHER RESOLVED**, that the Swartz Creek City Council authorize and direct the city manager to process and execute any and all documentation necessary to carry out the terms of the agreement.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 220314-8F**

**RESOLUTION TO APPROVE USDA ENGINEERING SERVICES AGREEMENT WITH OHM ADVISORS**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek intends to apply for USDA loan and grant funds to complete the replacement of water main within the city; and

**WHEREAS**, an agreement for engineering services, outlining specific tasks and corresponding costs, is required as part of the submission to the USDA; and

**WHEREAS**, OHM Advisors has successfully and competently applied for, been awarded, and executed Phase I of the city’s USDA water main program with the USDA.

**NOW THEREFORE, BE IT RESOLVED**, that the Swartz Creek City Council approves the Agreement Between Owner and Engineer For Professional Services Pertaining To USDA Water Loan, as included in the city council packet of March 14, 2022, and authorize and direct the Mayor to sign on behalf of the city.

**BE IT FURTHER RESOLVED**, that the Swartz Creek City Council authorize and direct the city manager to process and execute any and all documentation necessary to carry out the terms of the agreement.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 220314-8G**

**RESOLUTION TO APPROVE AGREEMENTS FOR THIRD PARTY CONSTRUCTION ENGINEERING SERVICES FOR AN MDOT FUNDED ROAD PROJECT**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridges; and

**WHEREAS**, the city has been awarded funds by the MDOT to perform extensive rehabilitation to Morrish Road; and

**WHEREAS**, the MDOT is likely to accept the apparent low bid by Ace Asphalt to commence road work in April or May of 2022; and

**WHEREAS**, the MDOT requires construction engineering (CE) services to be performed, as well as affirmation of the status of that engineer as a third party to the original street project application; and

**WHEREAS**, OHM has been the city’s primary pre-qualified federal engineering contract service provider on road projects.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek approves the construction engineering professional services agreement for Morrish Road, dated March 8, 2022.

**BE IT FURTHER RESOLVED** the City of Swartz Creek approves the third party MDOT agreement, as included in the March 14, 2022 city council packet .

**BE IT FURTHER RESOLVED**, that the City Council directs the Mayor to execute said agreements on behalf of the city and for the city treasurer to appropriate such design costs to the Major Street Fund.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Motion No. 220314-11A                      ADJOURN**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council adjourn the regular council meeting of March 14, 2022.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 02/28/2022**

The meeting was called to order at 7:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger.

Others Present: Andy Harris, Rob Merinsky, Wanda Cummings , Metro PD Chief Bade.

Others Virtually Attended: Lania Rocha.

**APPROVAL OF MINUTES**

**Resolution No. 220228-01** **(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday February 28, 2022, to be circulated and placed on file.

YES Florence, Gilbert, Hicks, Krueger, Pinkston, Henry, Cramer.  
NO: None. Motion Declared Carried.

**APPROVAL OF AGENDA**

**Resolution No. 220228-02** **(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as, amended for the Regular Council Meeting of February 28, 2022, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Henry, Cramer, Florence.  
NO: None. Motion Declared Carried.

## **CITY MANAGER'S REPORT**

### **Resolution No. 220228-03**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of February 28, 2022, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence, Gilbert.  
NO: None. Motion Declared Carried.

## **MEETING OPENED TO THE PUBLIC:**

Andy Harris, OHM representative, introduced Rob Merinsky as a new OHM employee.

## **COUNCIL BUSINESS:**

## **COMMISSION APPOINTMENT**

### **Resolution No. 220228-04**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**WHEREAS**, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

**WHEREAS**, there exists a vacancy for such a position; and

**WHEREAS**, said appointment is a Mayoral appointment subject to affirmation of the city council.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

**#220228-8A1** **MAYOR APPOINTMENT:** **David Spillane**  
Fire Board Swing Seat, City Resident  
One year term, expiring March 31, 2023

Discussion Ensued.

YES: Krueger, Pinkston, Henry, Cramer, Florence, Gilbert, Hicks.  
NO: None. Motion Declared Carried.

**RESOLUTION TO APPROVE A CONTRACT WITH THE MDOT AND DESIGNATION OF SIGNATORY**

**Resolution No. 220228-05** **(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Florence

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of major and local streets, some of which qualify for federal funds, as supplied by the State of Michigan MDOT via the Genesee County Traffic Improvement Program; and

**WHEREAS**, the City has been awarded such funds to rehabilitate Morrish Road, from Bristol to Miller Road, in the amount of \$642,201; and

**WHEREAS**, the project has been let for bids by the MDOT, and a contract is required to set basic terms and conditions of the project and its funding, including the establishment of designated signers; and

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council accepts the MDOT Contract #21-5530, Control Section Number STU 25000, Job Number 207635CON.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council designates Mayor David A. Krueger and Clerk Connie Olger as signatories for the MDOT contract.

Discussion Ensued.

YES: Pinkston, Henry, Cramer, Florence, Gilbert, Hicks, Krueger.  
NO: None. Motion Declared Carried.

**RESOLUTION FOR THE ADOPTION OF THE GENESEE COUNTY HAZARD MITIGATION PLAN UPDATE**

**Resolution No. 220228-06** **(Carried)**

Motion by Councilmember Pinkston

Second by Councilmember Cramer

**WHEREAS**, The City of Swartz Creek, Michigan is vulnerable to a wide range of natural, technological, and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and

**WHEREAS**, Genesee County has prepared a Genesee County Hazard Mitigation Plan Update that provides an understanding of those threats, identifies the hazards affecting the area, discusses the County's vulnerability to the identified hazards, and outlines the community's options and strategies to reduce overall damage and impact from natural and technological hazards; and

**WHEREAS**, the Genesee County Hazard Mitigation Plan Update represents the interests and needs of the City of Swartz Creek.

**NOW, THEREFORE, BE IT RESOLVED**, that the Genesee County Hazard Mitigation Plan Update is hereby adopted as an official plan of the City of Swartz Creek.

Discussion Ensued.

YES: Henry, Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.

NO: None. Motion Declared Carried.

**MEETING OPENED TO THE PUBLIC:**

None.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Pinkston is glad to see the new businesses opened in downtown.

Councilmember Gilbert what we need is the weather to change, tired of the cold and ice.

Mayor Pro Tem Hicks questioned if Lorenzo's Pizza owners purchased Treat Barn. Mr. Zettel replied yes, they did, and they also own the Burrito Bros/Back Alley Subs in downtown. She also wondered if there was any news on Mary Crapo. Mr. Zettel has spoke with the school super and there is interest in senior housing, but they are out for bids for demolition. There hasn't been a decision made on the property.

Councilmember Cramer mentioned the old Methodist Church has had some interest. He asked Chief Bade about the ATM machine incident. Chief Bade replied that the truck, which was stolen, that pulled the machine out the axle broke and they left everything there.



Councilmember Henry thanked the DPW for patching the village streets. The roof on the racetrack barn is collapsing and he noticed there are some tires left by the park and ride.

Councilmember Florence is happy March 1<sup>st</sup> is tomorrow and he votes to no more snow.

Mayor Krueger reminded everyone that our next meeting it will be daylight savings time, so spring is on its way.

## **ADJOURNMENT**

**Resolution No. 220228-07**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Henry

**I Move** the Swartz Creek City Council adjourn the regular meeting at 7:41 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Olger, City Clerk**

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 02/01/2022 - 02/28/2022

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
02/01/2022	50344	KCI	ESTIMATED POSTAGE ASSESSMENT NOTICES	1,058.61
02/10/2022	50345	ACE OUTDOOR SERVICES LLC	SNOW PLOWING/SHOVELING CITY PROPERTIES	1,680.00
02/10/2022	50346	ACE-SAGINAW PAVING COMPANY	COLD PATCH	585.60
02/10/2022	50347	ALDERMANS INC	MOWER BLADE/GA WHEEL	242.46
02/10/2022	50348	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	59.00
			PEST CONTROL - CITY HALL/LIBRARY-SR CTR	114.00
				173.00
02/10/2022	50349	BLUE CARE NETWORK-EAST MI	RETIREE MEDICAL MARCH 2022 CLOLINGER	1,626.20
02/10/2022	50350	CALIBER HOME LOAN	2021 WIN TAX REFUND OVR PMT58-03-578-009	348.43
02/10/2022	50351	CHASE	2021 WIN TAX REFUND OVR PMT58-36-651-077	266.02
02/10/2022	50352	CHASE CARD SERVICES	STATEMENT 12/22/21-1/21/22	1,296.50
02/10/2022	50353	CITIZENS	2021 WIN TAX REFUND OVR PMT58-36-577-037	314.21
02/10/2022	50354	CITY OF SWARTZ CREEK	REIMB PETTY CASH THROUGH 2/1/22	162.31
02/10/2022	50355	COFFIELD OIL COMPANY INC	FUEL	33.88
02/10/2022	50356	COMCAST BUSINESS	MONTHLY INVOICE DPW 1/29-2/28/22	190.61
02/10/2022	50357	CONNIE OLGER	BANK MILEAGE CONNIE OLGER JAN. 2022	9.13
02/10/2022	50358	CONSUMERS ENERGY	4510 MORRISH RD 12/30/21-1/27/22	42.87
02/10/2022	50359	CONSUMERS ENERGY	8059 FORTINO DR 12/30/21-1/27/22	34.27
02/10/2022	50360	CONSUMERS ENERGY	8499 MILLER RD 12/30/21-1/27/22	31.61
02/10/2022	50361	CONSUMERS ENERGY	8083 CIVIC DR 12/30/21-1/27/22	785.05
02/10/2022	50362	CONSUMERS ENERGY	5257 WINSHALL DR 12/30/21-1/27/22	30.34
02/10/2022	50363	CONSUMERS ENERGY	5361 WINSHALL DR 8369 12/30/21-1/27/22	32.32
02/10/2022	50364	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 12/30/2	35.26
02/10/2022	50365	CONSUMERS ENERGY	8095 CIVIC DR 12/30/21-1/27/22	794.65
02/10/2022	50366	CONSUMERS ENERGY	5121 MORRISH RD 12/30/21-1/27/22	955.50
02/10/2022	50367	CONSUMERS ENERGY	8011 MILLER RD 12/30/21-1/27/22	31.75
02/10/2022	50368	CONSUMERS ENERGY	9099 MILLER RD 12/30/21-1/27/22	33.87
02/10/2022	50369	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 12/30/21-1/27	81.05
02/10/2022	50370	CONSUMERS ENERGY	8100 CIVIC DR 1/3-1/30/22	1,795.22
02/10/2022	50371	CONSUMERS ENERGY	8301 CAPPY LN 1/3-1/30/22	353.32
02/10/2022	50372	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 1/1-1/	29.62
02/10/2022	50373	CONSUMERS ENERGY	4125 ELMS RD 4353 1/4-1/31/22	33.44
02/10/2022	50374	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 1/4-1/31/22	34.28
02/10/2022	50375	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	29.73
02/10/2022	50376	CONSUMERS ENERGY	4524 MORRISH RD 1/1-1/31/22	43.58
02/10/2022	50377	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 1/1-1/31/22	451.67
02/10/2022	50378	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 1/4-1/31/22	87.99
02/10/2022	50379	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	3,170.87
02/10/2022	50380	CONSUMERS ENERGY	STREET LIGHTS 1294 1/1-1/31/22	4,686.38
02/10/2022	50381	DEANNA KORTH	BANK MILEAGE DEANNA KORTH JAN. 2022	22.82
02/10/2022	50382	DEE CRAMER	FURNACE REPAIR HOT SURFACE IGNITOR	385.13
02/10/2022	50383	DETROIT SALT COMPANY	ROAD SALT @ \$61.86 PER TON	3,629.33
02/10/2022	50384	DIANA M PATTERSON-FEYS	UB REFUND FOR 9034 LUEA	73.59
02/10/2022	50385	DLZ MICHIGAN INC	SEWER FATS, OILS, AND GREASE PROGRAM SER	2,532.00
02/10/2022	50386	DLZ MICHIGAN INC	PROFESSIONAL SERVICES FOR MS4 COMPLIANCE	1,240.00
02/10/2022	50387	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55
02/10/2022	50388	FAMILY FARM AND HOME INC	JANUARY 2022 INVOICES	110.44
02/10/2022	50389	FERGUSON WATERWORKS #3386	MASKS 30 PK (2)	149.72
02/10/2022	50390	FLINT NEW HOLLAND	PARTS FOR KUBOTA	63.08
02/10/2022	50391	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
02/10/2022	50392	FROHM & WIDMER INC	APPRAISAL MEIJER APPRAISAL	14,000.00
02/10/2022	50393	GENESEE CTY DRAIN COMMISSIONER	2021 DRAINS AT LARGE	3,170.00
02/10/2022	50394	GEORGE B RASCH	KINCAID APT SRTS EASEMENT	5,000.00
02/10/2022	50395	GFL ENVIRONMENTAL USA INC	FY22 GARBAGE/RECYCLING/YARD WASTE JANUAR	24,843.00
02/10/2022	50396	GILL ROYS HARDWARE	JANUARY 2022 LESS DISCOUNT	280.21
02/10/2022	50397	JACK AMMERMAN	WINTER 2021 TAX OVRPMT 58-03-531-135	1.00
02/10/2022	50398	JAMES STERLING	WINTER 2021 TAX OVRPMT 58-02-526-018	1.00
02/10/2022	50399	JODY KEY	BANK MILEAGE JODY KEY JAN. 2022	18.25

02/10/2022	50400	KNAPHEIDE TRUCK EQUIPMENT	QUADRANT UT PRO/HALOGEN HEADLIGHTS HIGHT	1,088.73
02/10/2022	50401	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES FEBRUARY 2022	2,536.66
02/10/2022	50402	METRO POLICE AUTH OF GENESEE COUNTY	ORDINANCE FEES DECEMBER 2021	2,032.65
02/10/2022	50403	METRO POLICE AUTH OF GENESEE COUNTY	POL SVC JAN-MARCH 2022 LESS 21 BUDGET SU	235,034.90
02/10/2022	50404	MICHIGAN ASSESSORS ASSOCIATION	MEMB DUES ZETTEL 1/1-12/31/22	95.00
02/10/2022	50405	MICHIGAN LUMBER CO	2X8 T&G PROFILE FOR SLAT SHED QTY 1248	1,921.92
02/10/2022	50406	MICHIGAN PIPE AND VALVE	MARKING FLAGS (BLUE/GREEN)	32.00
02/10/2022	50407	NATIONSTAR MTG LLC DBA MR COOPER	2021 WIN TAX REFUND OVR PMT58-02-526-032	719.37
02/10/2022	50408	OHM ADVISORS	WINCHESTER VILLAGE AND WINCHESTER WOODS	21,418.75
02/10/2022	50409	OHM ADVISORS	OAKVIEW, CHELMSOFRD, OXFORD ROADS-CONST	7,567.75
02/10/2022	50410	OHM ADVISORS	WATER MASTER PLAN	1,237.50
02/10/2022	50411	OHM ADVISORS	MORRISH ROAD REHABILITATION	2,315.00
02/10/2022	50412	OHM ADVISORS	MILLER & DYE PED SIGNAL DESIGN TAP/DNR T	4,500.00
02/10/2022	50413	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	722.00
02/10/2022	50414	PENNY MAC	2021 WIN TAX REFUND OVR PMT58-02-503-011	497.37
02/10/2022	50415	PITNEY BOWES INC.	LEASING CHARGES 11/28/21-2/27/22	144.12
02/10/2022	50416	ROBERT W LAMSON LLC	EVALUATION/DPW	465.00
02/10/2022	50417	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JANUARY 2022	3,514.00
02/10/2022	50418	STAPLES	BROTHER TONER CARTRIDGES (2)	77.84
02/10/2022	50419	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	48.00
02/10/2022	50420	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	48.00
02/10/2022	50421	STATE OF MICHIGAN-DEQ WTR	STORM WATER ANNUAL PERMIT FEE	3,000.00
02/10/2022	50422	<b>SUBURBAN AUTO SUPPLY</b>	15W40 5 GAL	82.99
			MAX POWER CAR WASH	9.99
			ENGINE DEGREASER	11.98
			CABLE TIES TRUCK 1-22	13.89
			HYD HOSE/FITTING (2)/ELECTRICAL TAPE TRU	69.13
			16 14 GAUGE BLUE	10.75
			LED WORK LAMP/DEF FLUID	95.98
			DRY GAS (8)	23.92
			BATTERY (2)	189.98
			BATTERY TERMINAL	8.49
			RTV BLK SILICONE	5.99
			DIELECTIC GREASE	11.99
			HEADLAMP BULB	51.96
				<b>587.04</b>
02/10/2022	50423	SUPER FLITE OIL CO INC	FUEL - DPW JANUARY 2022	1,491.51
02/10/2022	50424	SWARTZ CREEK AREA FIRE DEPT.	GRASS TRUCK	60,000.00
02/10/2022	50425	THE STATE BANK	WINTER 2021 TAX OVRPMT 58-36-651-201	646.33
02/10/2022	50426	WINS ELECTRICAL SUPPLY CO INC	18W MED 5K 26001 75W MH/SENIOR CENTER	47.25
02/23/2022	50427	ACE OUTDOOR SERVICES LLC	BLIGHT SNOW SHOVELING 1/27/22	1,275.00
02/23/2022	50428	ADS PLUS PRINTING LLC	WINTER 2022 NEWSLETTER	1,331.89
02/23/2022	50429	BLUE CROSS BLUE SHIELD OF MICHIGAN	RETIREE HEALTHCARE CLOLINGER MARCH 2022	1,835.88
02/23/2022	50430	BRANDON GOWARD	UB REFUND FOR 7455 WADE	253.61
02/23/2022	50431	COMMUNITY IMAGE BUILDERS	MASTER PLAN UPDATE	17,833.00
02/23/2022	50432	DANIEL L RHANOR	REWIRE CIVIC CENTER SIGN AND INSTALL LED	295.00
02/23/2022	50433	DEE CRAMER	LABOR/MATERIALS FOR CITYHALL/SENIOR CENT	29,875.00
02/23/2022	50434	DELTA DENTAL PLAN	RETIREE DENTAL MARCH 2022 (5)	365.96
02/23/2022	50435	<b>DETROIT SALT COMPANY</b>	ROAD SALT @ \$61.86 PER TON	3,115.89
			ROAD SALT @ \$61.86 PER TON	3,002.68
				<b>6,118.57</b>
02/23/2022	50436	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS JANUARY 2022	426.03
02/23/2022	50437	GENESEE CTY DRAIN COMMISSIONER	WATER 12/31/21-1/26/22 1,704.600 CF	109,514.50
02/23/2022	50438	GLAESER DAWES	ROAD CONSTRUCTION OAKVIEW/WINSTON/CHELMS	16,886.25
02/23/2022	50439	GLAESER DAWES	USDA WATERMAIN PROJ OAKVIEW/MILLER/BRIST	149,868.67
02/23/2022	50440	GLAESER DAWES	12" WATERMAIN BREAK RAUBINGER @ MILLER	6,088.75
02/23/2022	50441	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL	140.00
02/23/2022	50442	JOHN SWYRTEK	REIMBURSE FOR SEWER BACKUP 7301 MILLER	166.10
02/23/2022	50443	MID STATES BOLT AND SCREW CO	HEX AND LOCKNUTS FOR PLOW	32.30
02/23/2022	50444	MR FRONT END	REPAIR SUSPENSION 2015 FORD F-250	450.53
02/23/2022	50445	OHM ADVISORS	BIGGBY CONSTRUCTION SERVICES	660.00
02/23/2022	50446	OHM ADVISORS	USDA WATER MAIN IMPROVEMENT PROGRAM	1,879.90

02/23/2022	50447	OHM ADVISORS	WINCHESTER VILLAGE AND WINCHESTER WOODS	987.00
02/23/2022	50448	OHM ADVISORS	OAKVIEW, CHELMSFORD, OXFORD ROADS CONST	13,488.00
02/23/2022	50449	OHM ADVISORS	WATER MASTER PLAN UPDATE	333.00
02/23/2022	50450	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	722.00
			WATER SAMPLES WO SWARTZ CREEK	348.00
				<u>1,070.00</u>
02/23/2022	50451	PRINTING SYSTEMS	PRINTER BAG FOR ELECTIONS	147.50
02/23/2022	50452	ROWE PROFESSIONAL SERVICES CO	DISTRICT 3 SEWER	217.50
02/23/2022	50453	STATE OF MICHIGAN DEPT TRANS	FINAL ACCOUNT CAPPY LN TO MILLER RD	56.84
02/23/2022	50454	SUBURBAN AUTO SUPPLY	DEF FLUID 2.5 GAL	27.98
			DEF FLUID 2.5 GAL	27.98
			2-1/2" EXH CLAMP	2.99
			HEX CAP SCREW (5)/WASHERS (5)	2.40
			WIPER BLADE (2)	25.98
				<u>87.33</u>
02/23/2022	50455	SUPERIOR PLUMBING & CONSTRUCT. INC	INSTALLED GAS VALVE ON WATER HEATER/SR C	530.00
02/23/2022	50456	SWARTZ CREEK AREA FIRE DEPT.	FIRE & EMS SERVICES JANUARY 2022	2,798.64
02/23/2022	50457	SWARTZ CREEK FINE ARTS ASSOC	CONCERT SPONSORSHIP	300.00
02/23/2022	50458	TIMOTHY HALL	WATER JET SEWER MAIN 7206 MILLER	1,000.00
02/23/2022	50459	UNUM LIFE INSURANCE	RETIREE LIFE MARCH 2022	44.25
02/23/2022	50460	VERIZON WIRELESS	MONTHLY INVOICE 1/2-2/1/22	798.08
GEN TOTALS:				
Total of 117 Checks:				797,187.74
Less 0 Void Checks:				<u>0.00</u>
Total of 117 Disbursements:				<u>797,187.74</u>

# City of Swartz Creek

## Building Permit List

2022

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB2200002	02/16/22	Lockhart Roofing Co.	(810) 235 9866	58-02-501-058	\$0	\$100.00	8512 CHESTERFIELD DR 48473-Roofing
<b>Total:</b>		<b>1 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$100.00</b>		Total Number of Dwelling Units 0
<b>Electrical</b>							
PE2100043	02/11/22	America's Electric Company	(810) 355 5550	58-25-576-015	\$0	\$140.00	3424 ELMS RD 48473-Electrical
PE2200002	02/28/22	Advance Contracting & Electric	(810) 630 6334	58-02-100-006	\$0	\$285.00	1 DRAGON DRIVE 48473 Electrical
<b>Total:</b>		<b>2 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$425.00</b>		Total Number of Dwelling Units 0
<b>Mechanical</b>							
PM220002	02/23/22	First Choice Htg & Clg LLC	(810) 750 8100	58-36-651-195	\$0	\$190.00	4273 SPRINGBROOK DR 48473-Mechanical
PM220003	02/28/22	Ferrigan Heating and Cooling	(810) 308 5270	58-35-677-001	\$0	\$325.00	4446 MORRISH RD 48473 Mechanical
PM220004	02/28/22	Ferrigan Heating and Cooling	(810) 308 5270	58-35-677-002	\$0	\$325.00	4448 MORRISH RD 48473 Mechanical
PM220005	02/28/22	Ferrigan Heating and Cooling	(810) 308 5270	58-35-677-003	\$0	\$325.00	4450 MORRISH RD 48473 Mechanical
<b>Total:</b>		<b>4 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$1,165.00</b>		Total Number of Dwelling Units 0
<b>Plumbing</b>							
PP220002	02/16/22	Bathworks Inc dba Re-Bath	(248) 577 0047	58-03-531-116	\$0	\$138.00	5228 BIRCHCREST DR 48473-Plumbing
<b>Total:</b>		<b>1 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$138.00</b>		Total Number of Dwelling Units 0

# City of Swartz Creek Building Permit List 2022

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
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***Permit Total: 8***

***Value: \$0***

***Fee Total: \$1,828.00***

Permit.DateIssued Between 2/1/2022 12:00:00  
AM AND 2/28/2022 11:59:59 PM

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4354 ELMS RD	58-36-577-012	Status	02/01/2022	02/01/2022	Partially Complied
5200 MORRISH RD	58-02-200-032	Site Inspection	02/07/2022	02/07/2022	Approved
4248 LINDSEY DR	58-36-676-074	Insulation	02/07/2022	02/07/2022	Approved
7029 MILLER RD	58-36-577-008	Final	02/07/2022	02/07/2022	Approved
5375 SEYMOUR RD	58-03-533-031	Ordinance	02/08/2022	02/08/2022	No Violation
4290 MORRISH RD	58-35-400-001	Reminder-Permit Ex	02/09/2022	02/09/2022	Approved
5157 DAVAL DR	58-02-501-009	Initial	02/09/2022	02/09/2022	Complied
5410 DON SHENK DR	58-03-579-002	Initial	02/09/2022	02/09/2022	Violation(s)
8103 CRAPO ST	58-02-530-042	Post Condemned-Nc	02/10/2022	02/10/2022	Violation(s)
8013 MILLER RD	58-01-100-040	Final Zoning	02/10/2022	02/10/2022	Approved
7508 ELIZABETH CT	58-36-651-059	Final	02/10/2022	02/10/2022	Approved
8230 CRAPO ST	58-02-200-036	Rough	02/10/2022	02/10/2022	Approved
8230 CRAPO ST	58-02-200-036	Rough	02/10/2022	02/10/2022	Approved
5165 DAVAL DR	58-02-501-010	Final	02/10/2022	02/10/2022	Approved
9283 CEDAR CREEK CT	58-03-627-010	Initial	02/15/2022	02/15/2022	Complied
9289 CEDAR CREEK CT	58-03-627-012	Initial	02/15/2022	02/15/2022	Complied
4278 ALEX MARIN DR	58-36-676-087	Final	02/15/2022	02/15/2022	Approved
7183 RUSSELL DR	58-36-676-084	Final	02/15/2022	02/15/2022	Approved
8230 CRAPO ST	58-02-200-036	Rough-Office Additi	02/16/2022	02/16/2022	Approved
8095 CIVIC DR	58-35-576-058	Final	02/17/2022	02/22/2022	Approved
4278 ALEX MARIN DR	58-36-676-087	Final	02/17/2022	02/17/2022	Approved
7183 RUSSELL DR	58-36-676-084	Final	02/17/2022	02/17/2022	Approved
5042 WINSTON DR	58-02-501-073	Final	02/22/2022	02/22/2022	Approved
7183 RUSSELL DR	58-36-676-084	Final	02/22/2022	02/22/2022	Approved
4278 ALEX MARIN DR	58-36-676-087	Final	02/22/2022	02/22/2022	Approved
8013 MILLER RD	58-01-100-040	Final	02/22/2022	02/22/2022	Approved
8230 CRAPO ST	58-02-200-036	Rough-Office Additi	02/22/2022	02/22/2022	Approved
9287 CEDAR CREEK CT	58-03-627-011	Initial	02/23/2022	02/23/2022	Locked Out
4278 ALEX MARIN DR	58-36-676-087	Final	02/23/2022	02/23/2022	Approved
9275 CEDAR CREEK CT	58-03-627-006	Initial	02/23/2022	02/23/2022	Violation(s)
8013 MILLER RD	58-01-100-040	Final	02/24/2022	02/24/2022	Approved
4140 MORRISH RD	58-35-200-007	Final	02/24/2022	02/24/2022	Approved
7183 RUSSELL DR	58-36-676-084	Final	02/24/2022	02/24/2022	Approved
8013 MILLER RD	58-01-100-040	Site Visit-Occupant I	02/25/2022	02/28/2022	Approved
3424 ELMS RD	58-25-576-015	Final	02/28/2022	02/28/2022	Approved
8103 MILLER RD	58-02-528-002	Final	02/28/2022	02/28/2022	Approved

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
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**Inspections: 36**

Population: All Records

Inspection.DateTimeScheduled Between 2/1/2022 12:00:00 AM AND 2/28/2022 11:59:59 PM



# Enforcements By Category

03/01/22

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E22-001	5375 SEYMOUR RD	No Violation	02/07/22	02/08/22
			<b>Total Entries: 1</b>	

## RENTAL NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E22-002	5130 MC LAIN ST	Inspection Pending	02/10/22	
			<b>Total Entries: 1</b>	

**Total Records: 2**

Population: All Records  
Enforcement.DateFiled Between 2/1/2022 12:00:00 AM AND 2/28/2022 11:59:59 PM

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
Pickup 4WD	1-20, 7-15,3-08, 2-08, 10-						
4100000001	Gardner, Rodney E	203-478.000-941.000		01/31/2022	5.00	12.34	61.70
4100000001	Gardner, Rodney E	590-540.000-941.000		01/31/2022	3.00	12.34	37.02
4100000001	Gardner, Rodney E	101-780.500-941.000		02/01/2022	2.00	12.34	24.68
4100000001	Gardner, Rodney E	590-542.000-941.000		02/08/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	202-463.000-941.000		02/14/2022	8.00	12.34	98.72
4100000001	Gardner, Rodney E	202-463.000-941.000		02/15/2022	8.00	12.34	98.72
4100000001	Gardner, Rodney E	101-780.500-941.000		02/18/2022	2.00	12.34	24.68
4100000001	Gardner, Rodney E	590-540.000-941.000		02/22/2022	8.00	12.34	98.72
4100000001	Gardner, Rodney E	590-542.000-941.000		02/23/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	590-542.000-941.000		02/24/2022	8.00	12.34	98.72
4100000004	Wright, David L	590-540.000-941.000		01/31/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-780.500-941.000		02/03/2022	2.00	12.34	24.68
4100000004	Wright, David L	590-540.000-941.000		02/08/2022	8.00	12.34	98.72
4100000004	Wright, David L	591-536.000-941.000		02/09/2022	4.00	12.34	49.36
4100000004	Wright, David L	101-794.000-941.000		02/14/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		02/14/2022	3.00	12.34	37.02
4100000004	Wright, David L	590-540.000-941.000		02/14/2022	4.00	12.34	49.36
4100000004	Wright, David L	202-463.000-941.000		02/15/2022	6.00	12.34	74.04
4100000004	Wright, David L	590-540.000-941.000		02/15/2022	1.00	12.34	12.34
4100000004	Wright, David L	591-536.000-941.000		02/16/2022	3.00	12.34	37.02
4100000004	Wright, David L	591-536.000-941.000		02/18/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-265.000-941.000		02/22/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-780.500-941.000		02/23/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-794.000-941.000		02/23/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		02/23/2022	5.00	12.34	61.70
4100000004	Wright, David L	202-463.000-941.000		02/24/2022	4.00	12.34	49.36
4100000004	Wright, David L	203-463.000-941.000		02/24/2022	4.00	12.34	49.36
4100000004	Wright, David L	591-537.000-941.000		02/25/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	101-790.000-941.000		02/01/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	590-540.000-941.000		02/08/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	101-780.500-941.000		02/09/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	590-540.000-941.000		02/09/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	590-540.000-941.000		02/14/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	590-540.000-941.000		02/15/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	590-540.000-941.000		02/16/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	590-540.000-941.000		02/17/2022	5.00	12.34	61.70
4100000005	Sandford, Jay E	203-478.000-941.000		02/18/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	590-540.000-941.000		02/22/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	590-540.000-941.000		02/24/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	591-536.000-941.000		02/24/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	101-265.000-941.000		02/01/2022	3.00	12.34	37.02
4400000009	Bosas, Rebecca M	202-463.000-941.000		02/01/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/01/2022	2.00	12.34	24.68

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/01/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/02/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/02/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/02/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/03/2022	6.00	12.34	74.04
4400000009	Bosas, Rebecca M	203-463.000-941.000		02/03/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/03/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/04/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/09/2022	5.00	12.34	61.70
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/09/2022	2.50	12.34	30.85
4400000009	Bosas, Rebecca M	590-542.000-941.000		02/10/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	101-265.000-941.000		02/11/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/11/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	590-542.000-941.000		02/11/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-536.000-941.000		02/11/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	101-780.500-941.000		02/14/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	101-783.000-941.000		02/14/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/14/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/14/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/15/2022	8.00	12.34	98.72
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/16/2022	3.00	12.34	37.02
4400000009	Bosas, Rebecca M	590-542.000-941.000		02/16/2022	5.00	12.34	61.70
4400000009	Bosas, Rebecca M	591-536.000-941.000		02/17/2022	8.00	12.34	98.72
4400000009	Bosas, Rebecca M	101-265.000-941.000		02/22/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-536.000-941.000		02/22/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	590-540.000-941.000		02/24/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	590-542.000-941.000		02/24/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-536.000-941.000		02/24/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-536.000-941.000		02/25/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-782.000-941.000		01/31/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-783.000-941.000		01/31/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/02/2022	8.00	12.34	98.72
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/02/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/03/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/03/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/04/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/04/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	101-780.500-941.000		02/08/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/08/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/08/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/09/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/09/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/11/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/11/2022	1.00	12.34	12.34

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000018	Leavitt, Mikel D	101-780.500-941.000		02/14/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/14/2022	5.00	12.34	61.70
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/14/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/14/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/15/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/15/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/18/2022	6.00	12.34	74.04
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/18/2022	4.00	12.34	49.36
4400000018	Leavitt, Mikel D	101-780.500-941.000		02/23/2022	1.00	12.34	12.34
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/24/2022	8.00	12.34	98.72
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/25/2022	5.00	12.34	61.70
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/25/2022	5.00	12.34	61.70
Equipment Totals					326.50		4,029.01
Front Blade	Front Blade/Plow - used on						
4100000004	Wright, David L	101-780.500-941.000		02/03/2022	2.00	22.89	45.78
4100000005	Sandford, Jay E	101-780.500-941.000		02/09/2022	3.00	22.89	68.67
4100000005	Sandford, Jay E	203-478.000-941.000		02/18/2022	3.00	22.89	68.67
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/01/2022	2.00	22.89	45.78
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/02/2022	4.00	22.89	91.56
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/02/2022	2.00	22.89	45.78
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/03/2022	6.00	22.89	137.34
4400000009	Bosas, Rebecca M	203-463.000-941.000		02/03/2022	2.00	22.89	45.78
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/04/2022	1.00	22.89	22.89
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/07/2022	5.00	22.89	114.45
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/11/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/02/2022	8.00	22.89	183.12
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/02/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/03/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/04/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/04/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/09/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/09/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/18/2022	6.00	22.89	137.34
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/18/2022	4.00	22.89	91.56
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/25/2022	5.00	22.89	114.45
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/25/2022	5.00	22.89	114.45
Equipment Totals					86.00		1,968.54
Pickup 2WD	6-16 2WD						
4400000017	Melen, Ryan G	101-265.000-941.000		02/02/2022	1.50	11.12	16.68
4400000017	Melen, Ryan G	101-345.000-941.000		02/02/2022	1.00	11.12	11.12
4400000017	Melen, Ryan G	101-790.000-941.000		02/02/2022	1.50	11.12	16.68
4400000018	Leavitt, Mikel D	101-780.500-941.000		02/01/2022	2.00	11.12	22.24

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/01/2022	3.00	11.12	33.36
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/01/2022	3.00	11.12	33.36
4400000018	Leavitt, Mikel D	101-780.500-941.000		02/07/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/07/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/07/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/22/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/22/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/23/2022	6.00	11.12	66.72
Equipment Totals					23.00		255.76
Backhoe							
4100000004	Wright, David L	203-478.000-941.000		02/04/2022	4.00	60.49	241.96
4100000004	Wright, David L	203-478.000-941.000		02/07/2022	8.00	60.49	483.92
4100000004	Wright, David L	203-478.000-941.000		02/10/2022	6.00	60.49	362.94
4100000004	Wright, David L	590-540.000-941.000		02/16/2022	2.00	60.49	120.98
4100000004	Wright, David L	590-540.000-941.000		02/17/2022	1.00	60.49	60.49
4100000004	Wright, David L	202-463.000-941.000		02/19/2022	2.00	60.49	120.98
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/22/2022	1.00	60.49	60.49
4400000009	Bosas, Rebecca M	202-463.000-941.000		02/24/2022	1.00	60.49	60.49
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/25/2022	1.00	60.49	60.49
Equipment Totals					26.00		1,572.74
Breaker Breaker - used on backhoe							
Bucket Truck No. 06-99							
Bucket Bucket - used with Bucket							
Brush Hog NO. 9-02							
Dump Dump Truck 1-22, 11, 12-02,							
4100000001	Gardner, Rodney E	202-478.000-941.000		02/02/2022	4.00	55.53	222.12
4100000001	Gardner, Rodney E	203-478.000-941.000		02/02/2022	4.00	55.53	222.12
4100000001	Gardner, Rodney E	202-478.000-941.000		02/03/2022	4.00	55.53	222.12
4100000001	Gardner, Rodney E	203-478.000-941.000		02/03/2022	4.00	55.53	222.12
4100000001	Gardner, Rodney E	202-478.000-941.000		02/10/2022	2.00	55.53	111.06
4100000001	Gardner, Rodney E	203-478.000-941.000		02/10/2022	2.00	55.53	111.06
4100000001	Gardner, Rodney E	202-478.000-941.000		02/11/2022	2.00	55.53	111.06
4100000001	Gardner, Rodney E	203-478.000-941.000		02/11/2022	4.00	55.53	222.12
4100000001	Gardner, Rodney E	202-478.000-941.000		02/17/2022	4.00	55.53	222.12
4100000001	Gardner, Rodney E	202-478.000-941.000		02/18/2022	2.00	55.53	111.06
4100000001	Gardner, Rodney E	203-478.000-941.000		02/18/2022	6.00	55.53	333.18
4100000004	Wright, David L	202-463.000-941.000		02/01/2022	2.00	55.53	111.06
4100000004	Wright, David L	202-478.000-941.000		02/02/2022	5.00	55.53	277.65

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000004	Wright, David L	203-478.000-941.000		02/02/2022	4.00	55.53	222.12
4100000004	Wright, David L	202-478.000-941.000		02/03/2022	6.00	55.53	333.18
4100000004	Wright, David L	203-478.000-941.000		02/03/2022	4.00	55.53	222.12
4100000004	Wright, David L	202-478.000-941.000		02/04/2022	1.00	55.53	55.53
4100000004	Wright, David L	202-478.000-941.000		02/11/2022	4.00	55.53	222.12
4100000004	Wright, David L	203-478.000-941.000		02/11/2022	6.00	55.53	333.18
4100000004	Wright, David L	202-478.000-941.000		02/12/2022	2.00	55.53	111.06
4100000004	Wright, David L	202-478.000-941.000		02/17/2022	3.00	55.53	166.59
4100000004	Wright, David L	203-478.000-941.000		02/17/2022	1.00	55.53	55.53
4100000004	Wright, David L	202-478.000-941.000		02/18/2022	4.00	55.53	222.12
4100000004	Wright, David L	203-478.000-941.000		02/18/2022	3.00	55.53	166.59
4100000004	Wright, David L	202-478.000-941.000		02/19/2022	1.50	55.53	83.30
4100000004	Wright, David L	203-478.000-941.000		02/19/2022	1.00	55.53	55.53
4100000004	Wright, David L	101-780.500-941.000		02/25/2022	2.00	55.53	111.06
4100000004	Wright, David L	202-478.000-941.000		02/25/2022	4.00	55.53	222.12
4100000004	Wright, David L	203-478.000-941.000		02/25/2022	3.00	55.53	166.59
4100000005	Sandford, Jay E	202-478.000-941.000		02/02/2022	5.00	55.53	277.65
4100000005	Sandford, Jay E	203-478.000-941.000		02/02/2022	4.00	55.53	222.12
4100000005	Sandford, Jay E	202-478.000-941.000		02/03/2022	8.00	55.53	444.24
4100000005	Sandford, Jay E	203-478.000-941.000		02/03/2022	4.00	55.53	222.12
4100000005	Sandford, Jay E	202-478.000-941.000		02/04/2022	5.00	55.53	277.65
4100000005	Sandford, Jay E	203-478.000-941.000		02/07/2022	8.00	55.53	444.24
4100000005	Sandford, Jay E	203-478.000-941.000		02/10/2022	8.00	55.53	444.24
4100000005	Sandford, Jay E	203-478.000-941.000		02/11/2022	4.00	55.53	222.12
4100000005	Sandford, Jay E	202-478.000-941.000		02/17/2022	1.00	55.53	55.53
4100000005	Sandford, Jay E	202-478.000-941.000		02/18/2022	5.00	55.53	277.65
4100000005	Sandford, Jay E	202-478.000-941.000		02/25/2022	6.00	55.53	333.18
4100000005	Sandford, Jay E	203-478.000-941.000		02/25/2022	4.00	55.53	222.12
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/07/2022	5.00	55.53	277.65
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/10/2022	6.00	55.53	333.18
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/12/2022	2.00	55.53	111.06
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/18/2022	6.00	55.53	333.18
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/18/2022	4.00	55.53	222.12
4400000009	Bosas, Rebecca M	202-463.000-941.000		02/24/2022	2.00	55.53	111.06
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/25/2022	4.00	55.53	222.12
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/25/2022	3.00	55.53	166.59
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/07/2022	5.00	55.53	277.65
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/10/2022	4.00	55.53	222.12
Equipment Totals					197.50		10,967.18
UnderbodyScrapr	Underbody Scraper used w/						
4100000004	Wright, David L	202-478.000-941.000		02/02/2022	5.00	9.82	49.10
4100000004	Wright, David L	203-478.000-941.000		02/02/2022	4.00	9.82	39.28
4100000004	Wright, David L	202-478.000-941.000	46	02/03/2022	6.00	9.82	58.92

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000004	Wright, David L	203-478.000-941.000		02/03/2022	4.00	9.82	39.28
4100000004	Wright, David L	202-478.000-941.000		02/04/2022	1.00	9.82	9.82
4100000004	Wright, David L	202-478.000-941.000		02/11/2022	4.00	9.82	39.28
4100000004	Wright, David L	203-478.000-941.000		02/11/2022	6.00	9.82	58.92
4100000004	Wright, David L	202-478.000-941.000		02/18/2022	2.00	9.82	19.64
4100000004	Wright, David L	203-478.000-941.000		02/18/2022	3.00	9.82	29.46
4100000004	Wright, David L	202-478.000-941.000		02/19/2022	1.50	9.82	14.73
4100000004	Wright, David L	203-478.000-941.000		02/19/2022	1.00	9.82	9.82
4100000004	Wright, David L	101-780.500-941.000		02/25/2022	2.00	9.82	19.64
4100000004	Wright, David L	202-478.000-941.000		02/25/2022	4.00	9.82	39.28
4100000004	Wright, David L	203-478.000-941.000		02/25/2022	3.00	9.82	29.46
4100000005	Sandford, Jay E	202-478.000-941.000		02/02/2022	5.00	9.82	49.10
4100000005	Sandford, Jay E	203-478.000-941.000		02/02/2022	4.00	9.82	39.28
4100000005	Sandford, Jay E	202-478.000-941.000		02/03/2022	8.00	9.82	78.56
4100000005	Sandford, Jay E	203-478.000-941.000		02/03/2022	4.00	9.82	39.28
4100000005	Sandford, Jay E	202-478.000-941.000		02/04/2022	5.00	9.82	49.10
4100000005	Sandford, Jay E	202-478.000-941.000		02/18/2022	5.00	9.82	49.10
4100000005	Sandford, Jay E	202-478.000-941.000		02/25/2022	4.00	9.82	39.28
4100000005	Sandford, Jay E	203-478.000-941.000		02/25/2022	4.00	9.82	39.28
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/10/2022	6.00	9.82	58.92
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/12/2022	2.00	9.82	19.64
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/18/2022	6.00	9.82	58.92
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/18/2022	4.00	9.82	39.28
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/25/2022	4.00	9.82	39.28
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/25/2022	3.00	9.82	29.46
Equipment Totals					110.50	1,085.11	
Hopper/Salt Box	Hopper/Salt Box use w/ dump						
4100000004	Wright, David L	202-478.000-941.000		02/02/2022	5.00	11.52	57.60
4100000004	Wright, David L	203-478.000-941.000		02/02/2022	4.00	11.52	46.08
4100000004	Wright, David L	202-478.000-941.000		02/03/2022	6.00	11.52	69.12
4100000004	Wright, David L	203-478.000-941.000		02/03/2022	2.00	11.52	23.04
4100000004	Wright, David L	202-478.000-941.000		02/11/2022	4.00	11.52	46.08
4100000004	Wright, David L	202-478.000-941.000		02/12/2022	2.00	11.52	23.04
4100000004	Wright, David L	202-478.000-941.000		02/17/2022	3.00	11.52	34.56
4100000004	Wright, David L	203-478.000-941.000		02/17/2022	1.00	11.52	11.52
4100000004	Wright, David L	202-478.000-941.000		02/18/2022	4.00	11.52	46.08
4100000004	Wright, David L	203-478.000-941.000		02/18/2022	3.00	11.52	34.56
4100000004	Wright, David L	202-478.000-941.000		02/19/2022	1.50	11.52	17.28
4100000004	Wright, David L	203-478.000-941.000		02/19/2022	1.00	11.52	11.52
4100000004	Wright, David L	202-478.000-941.000		02/25/2022	4.00	11.52	46.08
4100000004	Wright, David L	203-478.000-941.000		02/25/2022	3.00	11.52	34.56
4100000005	Sandford, Jay E	202-478.000-941.000		02/02/2022	5.00	11.52	57.60
4100000005	Sandford, Jay E	203-478.000-941.000		02/02/2022	4.00	11.52	46.08

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000005	Sandford, Jay E	202-478.000-941.000		02/03/2022	8.00	11.52	92.16
4100000005	Sandford, Jay E	203-478.000-941.000		02/03/2022	4.00	11.52	46.08
4100000005	Sandford, Jay E	202-478.000-941.000		02/04/2022	5.00	11.52	57.60
4100000005	Sandford, Jay E	202-478.000-941.000		02/18/2022	5.00	11.52	57.60
4100000005	Sandford, Jay E	202-478.000-941.000		02/25/2022	4.00	11.52	46.08
4100000005	Sandford, Jay E	203-478.000-941.000		02/25/2022	4.00	11.52	46.08
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/07/2022	5.00	11.52	57.60
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/10/2022	6.00	11.52	69.12
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/11/2022	4.00	11.52	46.08
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/12/2022	2.00	11.52	23.04
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/18/2022	6.00	11.52	69.12
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/18/2022	4.00	11.52	46.08
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/25/2022	4.00	11.52	46.08
4400000009	Bosas, Rebecca M	203-478.000-941.000		02/25/2022	3.00	11.52	34.56
Equipment Totals					116.50		1,342.08
Sweeper	Sweeper						
Vacuum Cleaner	Sweeper - used with Street						
Tractor	Tractor						
Woodchipper	Woodchipper						
Material Heater	Material Heater						
4100000001	Gardner, Rodney E	202-463.000-941.000		02/14/2022	8.00	13.06	104.48
4100000001	Gardner, Rodney E	202-463.000-941.000		02/15/2022	8.00	13.06	104.48
4100000004	Wright, David L	202-463.000-941.000		02/14/2022	3.00	13.06	39.18
4100000004	Wright, David L	202-463.000-941.000		02/23/2022	5.00	13.06	65.30
4100000004	Wright, David L	202-463.000-941.000		02/24/2022	4.00	13.06	52.24
4100000004	Wright, David L	203-463.000-941.000		02/24/2022	4.00	13.06	52.24
Equipment Totals					32.00		417.92
Kubota	Kubota #5-18						
4100000001	Gardner, Rodney E	202-478.000-941.000		02/25/2022	8.00	13.38	107.04
4100000005	Sandford, Jay E	202-478.000-941.000		02/04/2022	4.00	13.38	53.52
4400000017	Melen, Ryan G	202-478.000-941.000		01/31/2022	4.00	13.38	53.52
4400000017	Melen, Ryan G	202-478.000-941.000		02/01/2022	4.00	13.38	53.52
Equipment Totals					20.00		267.60
Arrow	Arrow						
Trailer	Trailer						



Equipment ID	Description							Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate		Cost
Grand Totals								
Equipment:				19	938.00			21,905.94
Materials:				0	0.00			0.00
Totals:				19				21,905.94

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Hours for Week Beginning: 01/29/2022						
01/31/2022	4100000001	Gardner, Rodney E	REG	401	3.00	0.00
01/31/2022	4100000001	Gardner, Rodney E	REG	401	5.00	0.00
02/01/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
02/01/2022	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
02/02/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/02/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/03/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/03/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/04/2022	4100000001	Gardner, Rodney E	PERS	401	8.00	0.00
Total For Employee: 4100000001					40.00	0.00
01/31/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- handing out shut off notices				
01/31/2022	4100000004	Wright, David L	REG	401	6.00	0.00
		- organizing tools in putting in new tool box installed markers on big front plow				
02/01/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- went to flint for cold patch				
02/01/2022	4100000004	Wright, David L	REG	401	6.00	0.00
		- checking over backhoes and all equipment for upcoming snow storm				
02/02/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- plowed and salted local streets				
02/02/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- plowed and salted major streets				
02/02/2022	4100000004	Wright, David L	15X	401	0.00	1.00
		- plowed amd salted major streets				
02/03/2022	4100000004	Wright, David L	15X	401	0.00	2.00
		- plowed and salted				
02/03/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- plowed and salted major streets				
02/03/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- plowed and salted				
02/03/2022	4100000004	Wright, David L	15X	401	0.00	2.00
		- plowed and salted local streets				
02/03/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- plowed walk paths				
02/04/2022	4100000004	Wright, David L	15X	401	0.00	1.00
		- plowed major streets				
02/04/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- loaded snow off cul de saks				
02/04/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- removed fuel tank off of #12-04 dump truck and scrubbed floors in garage due to fuel leak				
Total For Employee: 4100000004					40.00	6.00

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
01/31/2022	4100000005	Sandford, Jay E	PERS	401	8.00	0.00
		- personal				
02/01/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
		- clean library				
02/01/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
		- work on snow plow equipment				
02/02/2022	4100000005	Sandford, Jay E	REG	401	5.00	0.00
		- plow major streets				
02/02/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
		- plow streets				
02/02/2022	4100000005	Sandford, Jay E	15X	401	0.00	1.00
		- plow streets				
02/03/2022	4100000005	Sandford, Jay E	15X	401	0.00	2.00
		- plow streets				
02/03/2022	4100000005	Sandford, Jay E	15X	401	0.00	2.00
		- plow streets				
02/03/2022	4100000005	Sandford, Jay E	REG	401	6.00	0.00
		- plow streets				
02/03/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- plow streets				
02/04/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
		- plow streets. clear sidewalks.				
02/04/2022	4100000005	Sandford, Jay E	15X	401	0.00	1.00
		- plow streets				
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Total For Employee: 4100000005					40.00	6.00
01/31/2022	4400000009	Bosas, Rebecca M	PERS	401	8.00	0.00
02/01/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
02/01/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/01/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/01/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
02/02/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
02/02/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/02/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/03/2022	4400000009	Bosas, Rebecca M	15X	401	0.00	2.00
		- Plowing				
02/03/2022	4400000009	Bosas, Rebecca M	15X	401	0.00	2.00
		- Plowing				
02/03/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
02/03/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
02/04/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
		- Snowblowing sidewalks				
02/04/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
		- Snowblow sidewalksDump truck maintenance				

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/04/2022	4400000009	Bosas, Rebecca M	15X	401	0.00	1.00
		- Plow majors				
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Total For Employee: 4400000009					40.00	5.00
01/31/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/01/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/02/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/03/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/04/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
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Total For Employee: 4400000016					40.00	0.00
01/31/2022	4400000017	Melen, Ryan G	REG	405	4.00	0.00
		- sidewalks downtown				
01/31/2022	4400000017	Melen, Ryan G	REG	405	2.00	0.00
01/31/2022	4400000017	Melen, Ryan G	REG	405	1.00	0.00
01/31/2022	4400000017	Melen, Ryan G	REG	405	1.00	0.00
02/01/2022	4400000017	Melen, Ryan G	REG	405	4.00	0.00
		- sidewalks				
02/01/2022	4400000017	Melen, Ryan G	REG	405	2.00	0.00
		- garbage/ cleaning up sled carnage				
02/01/2022	4400000017	Melen, Ryan G	REG	405	2.00	0.00
		- putting plows on trucks				
02/02/2022	4400000017	Melen, Ryan G	REG	405	1.50	0.00
		- cleaning				
02/02/2022	4400000017	Melen, Ryan G	REG	405	1.50	0.00
		- garbage/cleaning				
02/02/2022	4400000017	Melen, Ryan G	REG	405	1.00	0.00
		- cleaning/ garbages				
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Total For Employee: 4400000017					20.00	0.00
01/31/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
01/31/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
01/31/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
01/31/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/01/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
02/01/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
02/01/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/02/2022	4400000018	Leavitt, Mikel D	15X	401	0.00	4.00
		- Went in early to plow.				
02/02/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/02/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/03/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/03/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/04/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/04/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
-----					-----	-----
Total For Employee: 4400000018					40.00	4.00
Hours for Week Beginning: 02/05/2022						
-----						
02/07/2022	4100000001	Gardner, Rodney E	PERS	401	8.00	0.00
- changed per email from Rob						
02/08/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/08/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/09/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/09/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/10/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
02/10/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
02/10/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/11/2022	4100000001	Gardner, Rodney E	15X	401	0.00	2.00
- plow salt						
02/11/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/11/2022	4100000001	Gardner, Rodney E	PERS	401	4.00	0.00
-----					-----	-----
Total For Employee: 4100000001					40.00	2.00
02/07/2022	4100000004	Wright, David L	REG	401	8.00	0.00
- loaded snow off cul de sacs						
02/08/2022	4100000004	Wright, David L	REG	401	8.00	0.00
- attended water class in lansing						
02/09/2022	4100000004	Wright, David L	REG	401	4.00	0.00
- plugged sewer on miller road jettted sewer main						
02/09/2022	4100000004	Wright, David L	REG	401	4.00	0.00
- working on front plow for #7-15 and gas tank for #12-04 dumptruck						
02/10/2022	4100000004	Wright, David L	REG	401	6.00	0.00
- loaded snow out of city parking lots						
02/10/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- installed gas tank on #12-04 dumptruck						
02/11/2022	4100000004	Wright, David L	15X	401	0.00	2.00
- plowed and salted major streets						
02/11/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- plowed and salted						
02/11/2022	4100000004	Wright, David L	REG	401	6.00	0.00
- plowed local streets						
-----					-----	-----
Total For Employee: 4100000004					40.00	2.00
02/07/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
- load snow out of culdesacs						
02/08/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
- joint expo in lansing						
02/09/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
- City Council Packet						

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/09/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
		- stakings				
02/09/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- work on sewer backup on miller				
02/09/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- wash equipment. work on dump truck fuel tank.				
02/10/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
		- load snow from local streets				
02/11/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
		- load snow				
-----					40.00	0.00
Total For Employee: 4100000005						
02/07/2022	4400000009	Bosas, Rebecca M	PERS	401	3.00	0.00
02/07/2022	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
02/08/2022	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- Water Operators Day in Lansing				
02/09/2022	4400000009	Bosas, Rebecca M	REG	401	2.50	0.00
02/09/2022	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00
02/09/2022	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
		- Work on equipment				
02/10/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Water turn off				
02/10/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Attach gas tank to dumpHaul out snow from last weeks storm				
02/11/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Water turn on				
02/11/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Lower flags				
02/11/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Check sewer manholes				
02/11/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
-----					40.00	0.00
Total For Employee: 4400000009						
02/07/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/08/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/09/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/10/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/11/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----					40.00	0.00
Total For Employee: 4400000016						
02/07/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/07/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/07/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/07/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
02/08/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/08/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/08/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/08/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
02/09/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/09/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/10/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/10/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/11/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/11/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/11/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/11/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/11/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

-----  
 Total For Employee: 4400000018 -----  
40.00 0.00

Hours for Week Beginning: 02/12/2022

02/14/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
02/15/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
02/16/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
02/17/2022	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
02/17/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
02/18/2022	4100000001	Gardner, Rodney E	15X	401	0.00	2.00
- plow						
02/18/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/18/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
02/18/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00

-----  
 Total For Employee: 4100000001 -----  
40.00 2.00

02/12/2022	4100000004	Wright, David L	15X	401	0.00	2.00
- salted major streets						
02/14/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- raised flags						
02/14/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- cold patched major streets						
02/14/2022	4100000004	Wright, David L	REG	401	4.00	0.00
- water reads water turn offs and water turn ons and water stakings						
02/15/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
02/15/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
02/15/2022	4100000004	Wright, David L	REG	401	6.00	0.00
- cold patched major streets						
02/15/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- final water reads						
02/16/2022	City Council Packet	Wright, David L	REG	401 55	2.00	0.00

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- filling trench from watermain break at gm entrance on dye road						
02/16/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- locating and marking sewer manholes for jetting on miller and elms roads						
02/16/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- installed salt spreader on #12-02 dumptruck put together tool cart						
02/17/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- salted						
02/17/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- salted						
02/17/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- filleed driveway from water brake						
02/17/2022	4100000004	Wright, David L	REG	401	3.00	0.00
02/18/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
02/18/2022	4100000004	Wright, David L	15X	401	0.00	2.00
- plowed and salted major streets						
02/18/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- salted major streets						
02/18/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- plowed and salted local streets						
02/18/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- checked sewer manholes						
02/18/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
----- Total For Employee: 4100000004					40.00	4.00
02/14/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/14/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/15/2022	4100000005	Sandford, Jay E	PERS	401	4.00	0.00
02/15/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/16/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/17/2022	4100000005	Sandford, Jay E	REG	401	5.00	0.00
02/17/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
02/17/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
02/18/2022	4100000005	Sandford, Jay E	REG	401	5.00	0.00
02/18/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
----- Total For Employee: 4100000005					40.00	0.00
02/12/2022	4400000009	Bosas, Rebecca M	15X	401	0.00	2.00
- Scrape/salt						
02/14/2022	4400000009	Bosas, Rebecca M	PERS	401	1.00	0.00
02/14/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Garbage						
02/14/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Picnic tables						



From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/14/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/14/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Sidewalks				
02/15/2022	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- Miller/Raubinger tie inMisc				
02/16/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
02/16/2022	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
		- Door hangers				
02/17/2022	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- catch basinsheavy rains				
02/18/2022	4400000009	Bosas, Rebecca M	15X	401	0.00	2.00
		- Plow and salt				
02/18/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
02/18/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
-----						
Total For Employee: 4400000009					40.00	4.00
02/14/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/15/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/16/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/17/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/18/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----						
Total For Employee: 4400000016					40.00	0.00
02/14/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/14/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/14/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/14/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
02/15/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/15/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/15/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
02/16/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/16/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/16/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
02/17/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/17/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/17/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
02/18/2022	4400000018	Leavitt, Mikel D	15X	401	0.00	2.00
		- Came in early to plow				
02/18/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/18/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
-----						
Total For Employee: 4400000018					40.00	2.00
Hours for Week Beginning: 02/19/2022						
-----						
02/21/2022	City Council Packet	Gardner, Rodney E	HOL	401 57	8.00	0.00

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/22/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
02/23/2022	4100000001	Gardner, Rodney E	PERS	401	4.00	0.00
02/23/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
02/24/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
02/25/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
-----						
Total For Employee: 4100000001					40.00	0.00
02/19/2022	4100000004	Wright, David L	15X	401	0.00	1.50
		- plowing and salting major streets				
02/19/2022	4100000004	Wright, David L	15X	401	0.00	1.00
		- plowed and salted local streets				
02/19/2022	4100000004	Wright, David L	15X	401	0.00	2.00
		- filled large pothole on miller road and picked up broken concrete				
02/21/2022	4100000004	Wright, David L	HOL	401	8.00	0.00
02/22/2022	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash and stocked cabinets				
02/22/2022	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash and stocked cabinets				
02/22/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- watched film on employee harassment				
02/22/2022	4100000004	Wright, David L	REG	401	6.00	0.00
		- checking drains at dps garage and going to flint for mats to stop oil from entering drains				
02/23/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- lowered flags				
02/23/2022	4100000004	Wright, David L	REG	401	5.00	0.00
		- cold patched major streets				
02/23/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- reset parking blocks and checked trash barrels				
02/23/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- freed up tailgate latches on #12-02 dump truck				
02/24/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- cold patched major streets				
02/24/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- cold patched local streets				
02/25/2022	4100000004	Wright, David L	15X	401	0.00	2.00
		- plowed and salted major streets				
02/25/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- plowed and salted				
02/25/2022	4100000004	Wright, David L	REG	401	3.00	0.00
		- plowed and salted				
02/25/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- installed chip for phone alarm at cappy lane lift station				
02/25/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- plowed parking lots				

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Total For Employee: 4100000004					40.00	6.50
02/21/2022	4100000005	Sandford, Jay E	HOL	401	8.00	0.00
02/22/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/22/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/23/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/23/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/24/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/24/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/25/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/25/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/25/2022	4100000005	Sandford, Jay E	15X	401	0.00	2.00
- plow streets						
-----						
Total For Employee: 4100000005					40.00	2.00
02/21/2022	4400000009	Bosas, Rebecca M	HOL	401	8.00	0.00
02/22/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Cleanup, repairs, etc						
02/22/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Sexual harassment training video						
02/22/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
- Maintenance						
02/23/2022	4400000009	Bosas, Rebecca M	PERS	401	8.00	0.00
02/24/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Cold Patch						
02/24/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/24/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
02/24/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
02/25/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
02/25/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
02/25/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Check sewer main for residential backup						
-----						
Total For Employee: 4400000009					40.00	0.00
02/21/2022	4400000016	Bincsik, Robert J	HOL	202	8.00	0.00
02/22/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/23/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/24/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/25/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----						
Total For Employee: 4400000016					40.00	0.00
02/21/2022	4400000018	Leavitt, Mikel D	HOL	401	8.00	0.00
02/22/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/22/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/22/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00

From: 01/29/2022 To: 02/25/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/23/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/23/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/23/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
02/24/2022	4400000018	Leavitt, Mikel D	REG	401	8.00	0.00
02/25/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
02/25/2022	4400000018	Leavitt, Mikel D	15X	401	0.00	2.00
- Came in early to plow.						
02/25/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
-----					40.00	2.00
Total For Employee: 4400000018					40.00	2.00
Grand Total:					980.00	47.50

February 2022	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#6-16 2WD gas			27.0		
#1-20 4WD diesel	281.0				33.5
#7-15 4WD gas	501.0		70.2		
#3-08 P/U 4WD gas	326.0		48.0		
#10-18 P/U diesel	540.0				68.5
#2-08 P/U 4WD gas	493.0		63.3		
#6-00 BACKHOE diesel					
#1-22 DUMP	411.0				87.6
#11 DUMP gas					
#12-02 DUMP diesel	229.0				54.9
#12-04 DUMP diesel	423.0				212.1
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					31.0
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					
#807 STREET SWEEPER diesel					
#42 ASPHALT HEATER diesel					11.0
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)					
gas can					
<b>TOTAL</b>	<b>3204.0</b>		<b>208.5</b>		<b>498.6</b>

**Public Works  
Monthly Work Orders**

03/02/22

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
MNT22-0377 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	02/01/22 02/01/22	BUILDING MAINTENAI
READ22-0900 COMPLETED	WA10-007469-0000-01	PORTER, MIKE 7469 WADE ST	02/01/22 02/01/22	READ METER
WOFF22-2422 COMPLETED	IN10-008211-0000-07	JACOBS, STEVEN P 8211 INGALLS ST	02/01/22 02/01/22	WATER TURN OFF
FNRD22-2020 COMPLETED	SC20-005039-0000-03	WINNIE, GREGG 5039 SCHOOL ST	02/04/22 02/08/22	FINAL READ
WTON22-1396 COMPLETED	IN10-008211-0000-07	JACOBS, STEVEN P 8211 INGALLS ST	02/02/22 02/02/22	WATER TURN ON
SWLK22-0019	YO10-009228-0000-02	PARSONS, JACQUELINE 9228 YOUNG DR	02/03/22	SIDEWALK REPAIR
READ22-0901 COMPLETED	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	02/07/22 02/09/22	READ METER
WOFF22-2423 COMPLETED	MI10-007336-0000-01	SPOONER, BRYAN 7336 MILLER RD	02/08/22 02/08/22	WATER TURN OFF
SWBK22-0087 COMPLETED	MI10-007301-0000-01	SWYRTEK, JOHN 7301 MILLER RD	02/08/22 02/09/22	SEWER BACKUP
WTON22-1397 COMPLETED	MI10-007336-0000-01	SPOONER, BRYAN 7336 MILLER RD	02/08/22 02/08/22	WATER TURN ON
FNRD22-2021 COMPLETED	MI10-008541-0000-01	BAKER, THOMAS W 8541 MILLER RD	02/09/22 02/09/22	FINAL READ
SWBK22-0088 COMPLETED	MI10-007297-0000-05	COMER, SHANNON 7297 MILLER RD	02/09/22 02/09/22	SEWER BACKUP
FNRD22-2022 COMPLETED	WA10-007455-0000-12	GOWARD, BRANDON 7455 WADE ST	02/10/22 02/10/22	FINAL READ
FLAG22-0227 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/11/22 02/14/22	LOWER/RAISE FLAG
WTON22-1398 COMPLETED	CE10-009277-0000-05	WALLACE, ANTHONY 9277 CEDAR CREEK CT	02/11/22 02/11/22	WATER TURN ON
FNRD22-2023 COMPLETED	GR20-007405-0000-02	PHILLIP G. BEDNAREK LLC 7405 GROVE ST	02/14/22 02/14/22	FINAL READ
WMBK22-0123 COMPLETED	GR10-005282-0000-01	NOVAK, DENNIS 5282 GREENLEAF DR	02/14/22 02/15/22	WATER MAIN BREAK
WOFF22-2424 COMPLETED	DA10-005141-0000-02	METCALFE, WILLIAM 5141 DAVAL DR	02/14/22 02/14/22	WATER TURN OFF
WTON22-1399 COMPLETED	WO10-005365-0000-05	HOLTZ, HILARY 5365 WORCHESTER DR	02/14/22 02/14/22	WATER TURN ON
CKME22-0489 COMPLETED	SE10-005044-0000-04	HAHN, LISA 5044 SECOND ST	02/15/22 02/15/22	CHECK METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
GARB22-0011 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/14/22 02/15/22	PICK UP GARBAGE
FNRD22-2024 COMPLETED	CA10-008372-0000-02	JMZ PROPERTIES, LLC 8372 CAPPY LN	02/15/22 02/15/22	FINAL READ
GWO22-0638 COMPLETED	CT10-003490-0000-03	COLLIVER, PAUL 3490 CANTERBURY ST	02/17/22 02/17/22	GENERIC WORK ORDEI
LNDS22-0163 COMPLETED	GR10-005282-0000-01	NOVAK, DENNIS 5282 GREENLEAF DR	02/17/22 02/17/22	LANDSCAPING
READ22-0902 COMPLETED	MI10-008231-0000-05	MOORE, PAMELA 8231 MILLER RD	02/17/22 02/17/22	READ METER
STRT22-0126 COMPLETED	OX10-005149-0000-03	FOX, FAITH 5149 OXFORD CT	02/22/22 02/23/22	STREET REPAIR
HYDR22-0036 COMPLETED	MI10-008240-0000-03	COURTYARD MANOR OF SWARTZ CR 8240 MILLER RD	02/22/22 02/22/22	HYDRANTS
FLAG22-0228 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/23/22 03/01/22	LOWER/RAISE FLAG
FNRD22-2025 COMPLETED	MI10-008103-0000-08	CRENSHAW, ANNA 8103 MILLER RD	02/22/22 02/22/22	FINAL READ
WOFF22-2425 CANCELLED	MY10-004350-0000-02	ELIAS, PATRICIA 4350 MAYA LN	02/23/22 02/23/22	WATER TURN OFF
WOFF22-2426 CANCELLED	CC10-007355-0000-01	MULANIX, PATRICIA 7355 CROSS CREEK DR	02/23/22 02/23/22	WATER TURN OFF
WOFF22-2427 CANCELLED	HI10-009283-0000-03	HOOVER, KYLE 9283 HILL RD	02/23/22 02/23/22	WATER TURN OFF
WOFF22-2428 CANCELLED	WA10-007484-0000-01	THOMPSON SERVICE 7484 WADE ST	02/23/22 02/24/22	WATER TURN OFF
WOFF22-2429 CANCELLED	JE10-004036-0000-04	LEVY, SCOTT 4036 JENNIE LN	02/23/22 02/28/22	WATER TURN OFF
WOFF22-2430 COMPLETED	MC10-005095-0000-06	GOODROE, KRISTIN 5095 MC LAIN ST	02/23/22 02/23/22	WATER TURN OFF
WOFF22-2431 COMPLETED	BR20-007317-0000-02	NOURI, LABEED 7317 BRISTOL RD	02/23/22 02/24/22	WATER TURN OFF
WOFF22-2432 COMPLETED	EL10-003415-0000-01	KARABACZ, DONALD P 3415 ELMS RD	02/23/22 02/24/22	WATER TURN OFF
WOFF22-2433 CANCELLED	OA10-005255-0000-04	SCHMITTER, NICHOLAS 5255 OAKVIEW DR	02/23/22 02/24/22	WATER TURN OFF
WOFF22-2434 CANCELLED	WI10-005174-0000-03	CLANCY, MORGAN 5174 WINSHALL DR	02/23/22 02/24/22	WATER TURN OFF
GWO22-0639 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	02/24/22 02/28/22	GENERIC WORK ORDEI
STRT22-0127 COMPLETED	GR10-005282-0000-01	NOVAK, DENNIS 5282 GREENLEAF DR	02/24/22 02/24/22	STREET REPAIR
WTON22-1401 COMPLETED	EL10-003415-0000-01	KARABACZ, DONALD P	02/24/22	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		3415 ELMS RD	02/24/22	
WTON22-1402	WI10-005226-0000-01	ALLEN, BOBBY	02/24/22	WATER TURN ON
CANCELLED		5226 WINSHALL DR	02/24/22	
FNRD22-2026	ET10-009294-0000-01	HAMILTON, JAMES	02/28/22	FINAL READ
COMPLETED		9294 ETON CT	02/28/22	
MNT22-0378	CI10-008095-000B-01	SENIOR CENTER	02/28/22	BUILDING MAINTENAI
		8095 CIVIC DR 000B		
GWO22-0640	DA10-005178-0000-02	TOWNE, SHANE JOSEPH	02/28/22	GENERIC WORK ORDEI
		5178 DAVAL DR		
WPRESS22-000034	OA10-005255-0000-05	RIPENBARK, KAREN	02/28/22	WATER PRESSURE
COMPLETED		5255 OAKVIEW DR	03/01/22	
SNOW22-0015	CI10-008095-000B-01	SENIOR CENTER	02/28/22	SNOW/ICE REMOVAL
		8095 CIVIC DR 000B		

Total Records: 48

Report Generated: 3/2/2022 10:56 AM

Report Options: Scheduled From: 2/1/2022 To: 2/28/2022





February 28, 2022

Mr. Adam Zettel, AICP  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

RE: 2022 Biennial Bridge Inspections

Dear Mr. Zettel:

ROWE Professional Services Company is pleased to submit this proposal to the City of Swartz Creek for the inspection of your bridges. The Federal Highway Administration requires that all bridges within the city over 20 feet in length be inspected every 24 months. Our records show that ROWE last inspected your bridges in May 2020.

To perform this inspection, a Qualified Team Leader (QTL) will visit the bridges, update the structure inventory and analysis sheet for each bridge, and submit it to the MiBridge reporting system. After the inspection, the QTL will make maintenance and repair recommendations if necessary.

ROWE is proposing to perform the 2022 bridge inspections for a fee of \$450 per bridge for a total of **\$900**. Included in this fee are the bridge inspection and documentation.

We appreciate the opportunity to provide continued professional services to the City of Swartz Creek. If you agree with this proposal, please sign the attached contract. Do not hesitate to contact me at (810) 341-7500 if you should have any questions relative to the bridge inspections.

Sincerely,  
ROWE Professional Services Company

Ryan Bair, PE  
Senior Project Engineer

Attachment

R:\Projects\Structures\Proposals\2022 Bridge Inspections\BI Swartz Creek 2022 proposal.docx

Flint, MI (HQ): 540 S. Saginaw Street, Suite 200, 48502 | Phone: (810) 341-7500

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

Flint, MI (HQ) | Lapeer, MI | Farmington Hills, MI | Kentwood, MI | Mt. Pleasant, MI | Grayling, MI | Myrtle Beach, SC | [www.rowepsc.com](http://www.rowepsc.com)

Contract for Engineering Services  
2022 Biennial Bridge Inspections  
Swartz Creek, MI

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between City of Swartz Creek hereinafter referred to as the "OWNER", and ROWE Professional Services Company, hereinafter referred to as the "ENGINEER".

WITNESSETH, that whereas it is the intent of the Owner to complete the following, hereinafter called the "PROJECT": 2022 Biennial Bridge Inspection as per proposal dated February 28, 2022.

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

**SECTION 1 – BASIC SERVICES OF THE ENGINEER**

A. General:

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

B. Scope of Service:

After written authorization to proceed with the project, the Engineer will execute the work plan described in the Engineer's Proposal, dated February 28, 2022.

**SECTION 2 – ADDITIONAL SERVICES OF THE ENGINEER**

A. General:

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

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

**SECTION 3 – THE OWNER'S RESPONSIBILITIES**

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

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

**SECTION 4 – PERIOD OF SERVICE**

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

**SECTION 5 – PAYMENTS TO THE ENGINEER**

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

1. The Owner will pay the Engineer for basic services \$900.
2. The fee as defined above shall be allocated to be paid monthly, as the work progresses.

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

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

C. General

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

**SECTION 6 – GENERAL CONDITIONS**

A. Termination:

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

B. Ownership:

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

C. Insurance – Save Harmless:

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

D. Successors & Assigns:

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

E. Independent Contractor:

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

F. Non-Discrimination:

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

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

G. Mediation:

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

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

H. Jobsite Safety:

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

I. Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate

liability of the Engineer to the Owner shall not exceed \$900, or the Engineer's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

J. Standard of Care:

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

K. Construction Costs:

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

L. Applicable State Law:

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

**SECTION 7 – SPECIAL PROVISIONS**

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

NONE.

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

Owner:  
City of Swartz Creek

Engineer:  
ROWE Professional Services Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

# GENESEE COUNTY ROAD COMMISSION

## LOCAL ROAD AGREEMENT WITH CITY OF SWARTZ CREEK FOR ELMS ROAD BRIDGE OVER THE W. BRANCH OF THE SWARTZ CREEK BRIDGE EPOXY OVERLAY

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF GENESEE, MICHIGAN, a Michigan Municipal Corporation, hereinafter called the "ROAD COMMISSION," and CITY OF SWARTZ CREEK, a Municipal Corporation, hereinafter called the "CITY."

**WITNESSETH:**

**WHEREAS**, the ROAD COMMISSION has sole jurisdiction over certain roads within the Genesee County, as provided by the Laws of the State of Michigan; and,

**WHEREAS**, the CITY, an incorporated city within Genesee County, with similar infrastructure needs (roads and bridges) requested to the ROAD COMMISSION to utilize both engineering and public bidding services; and

**WHEREAS**, the parties hereto are desirous of entering into a contract relative to their participation in the costs of the improvements and/or repairs as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties hereto as follows:

1. The ROAD COMMISSION agrees that it will make or cause to be made certain highway improvements and/or repairs as hereinafter called the PROJECT and set forth as:

<u>Project</u>	<u>Location</u>	<u>Length</u>	<u>Type of Improvement</u>	<u>Estimated Cost</u>
Elms Road Bridge	W. Branch of the Swartz Creek	N/A	Epoxy Overlay, Misc. Construction items.	\$ 23,000.00
			Engineering and Inspection	<u>\$ 2,000.00</u>
			<b>Total Project Cost</b>	<b>\$ 25,000.00</b>

2. All engineering with respect to said improvement and/or repairs shall be performed by the ROAD COMMISSION and all construction shall be under the supervision of and in accordance with the plans and specifications prepared by the ROAD COMMISSION.
3. It is agreed that the cost of the PROJECT Engineering and Inspection shall be funded 100% by the CITY.
4. The CITY agrees to pay 100% of the total construction cost of the above itemized PROJECT improvements. The identified construction cost is an estimate based on recent average unit costs, but the final construction cost will be based on the contractor's actual costs.
5. If Contract Construction costs exceed the estimated cost, all such cost will be funded 100% by the CITY.

Elms Road Bridge over the W. Branch of the Swartz Creek Subdivision Construction Agreement  
with City of Swartz Creek (Continued)

6. If the PROJECT is stopped by the CITY, or by legal action, and does not proceed toward completion of construction, the CITY agrees to reimburse the ROAD COMMISSION for all administrative, engineering and to date construction costs incurred on the PROJECT.
7. The ROAD COMMISSION agrees that in the event the low acceptable bid is more than ten percent (10%) above the engineer's estimated cost, no award of the contract will be made without consultation and approval of the CITY.
8. The CITY'S payment for this work shall be based on three invoices from the ROAD COMMISSION, which shall be reimbursement for payments made on this PROJECT. The first invoice will be sent after bids are received and will be an amount estimated to be 50% of the total CITY Cost. A second invoice will be sent upon completion of the PROJECT and will be the balance providing the estimated 90% of the total CITY Cost. The final invoice will be the final balance based upon the final payment to the contractor. The CITY shall agree to make payments within forty-five (45) days of invoice date or be subject to a penalty of one and one half percent (1 ½%) of the amount due, per month, which shall be due the ROAD COMMISSION.
9. By the execution of this agreement by the CITY, and by the chairperson of the Genesee County Board of Commissioners, the director of CITY does hereby certify to the ROAD COMMISSION that this Contract has been signed by them on behalf of said CITY, after being properly authorized to do so by the CITY Board, which authorization was granted on the \_\_\_\_ day of \_\_\_\_\_, 202\_, by a majority of said CITY Board at a meeting duly called at which a quorum was present. Attached hereto is a copy of the CITY action authorizing the execution of this agreement.

**EXHIBIT A**

**COST SHARING**

*(All costs are estimated. Billing will be based on actual costs)*

City of Swartz Creek (Engineering and Inspection)	\$ 2,000.00
City of Swartz Creek (Construction)	\$ <u>23,000.00</u>
Total	\$ 25,000.00

Elms Road Bridge over the W. Branch of the Swartz Creek Subdivision Construction Agreement  
with City of Swartz Creek (Continued)

**THE BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF GENESEE, MICHIGAN**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Timothy Elkins, Chairperson

\_\_\_\_\_  
Cathy Lane, Vice Chairperson

\_\_\_\_\_  
Fred Peivandi, Managing Director

**GENESEE COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Krueger, Mayor

\_\_\_\_\_  
Rae Lynn Hicks, Mayor Pro Tem



BRIDGE COST ESTIMATE WORKSHEET

- CPM, REHAB, REPLACE -

OWNER: SWARTZ CREEK	FISCAL YEAR: 2022	Out to Out WIDTH: 50.0	Curb to Curb WIDTH: 56.3	ENGINEER: A. Hemeyer
REGION: Bay	PR: #N/A MP: #N/A	50.0	56.3	STRUCTURE ID: 2869
TSC: Davison	LOCATION: ELMS ROAD over SWARTZ CREEK		52.5	BRIDGE ID: N/A
	PRIMARY WORK ACTIVITY: Overlay - Epoxy	DECK AREA: 2,815	SFT	STR. TYPE: Prestressed Concrete
	OTHER WORK:	CLEAR ROADWAY: 2,625	SFT	Box Beam or Girders - Mu

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
<b>NEW BRIDGE</b> (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$330.00 /SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$450.00 /SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$330.00 /SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$490.00 /SFT	
<b>NEW SUPERSTRUCTURE</b>					
New Superstructure, Grade Separation	(incl. remove exist deck/super, add MOT & approach)		SFT	\$225.00 /SFT	
New Superstructure, Over Water	(incl. remove exist deck/super, add MOT & approach)		SFT	\$225.00 /SFT	
<b>WIDENING</b>					
Structure Widening, _____ ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$550.00 /SFT	
<b>NEW DECK</b>					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$120.00 /SFT	
<b>DEMOLITION</b>					
Entire Structure, Grade Separation			SFT	\$65.00 /SFT	
Entire Structure, Over Water			SFT	\$65.00 /SFT	
<b>DECK REPAIR / TREATMENTS</b>					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$600.00 /FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$25.00 /FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$76.00 /SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$63.00 /SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$43.00 /SFT	
Epoxy Overlay	(incl. warranty)	291.7	SYD	\$39.00 /SYD	\$11,376
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$115.00 /FT	
Expansion Joint Replacement	(incl. removal)		FT	\$740.00 /FT	
Full Depth Patch			SFT	\$130.00 /SFT	
Healer / Sealer	(penetrates cracks in bridge deck)		SYD	\$16.00 /SYD	
HMA Overlay with WP membrane			SYD	\$60.00 /SYD	
Overlay Removal	(Epoxy: \$22/syd   Latex: \$26/syd   HMA: \$7/syd)		SYD	\$22.00 /SYD	
Reseal Bridge Joints		112.0	FT	\$25.00 /FT	\$2,800
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$40.00 /SFT	
<b>SUPERSTRUCTURE REPAIR</b>					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$5,700.00 EA	
Heat Straightening	(incl. clean and coat)		EA	\$45,000.00 EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$850.00 /FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00 /SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)		SFT	\$60.00 /SFT	
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00 EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$13,000.00 EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$3,400.00 EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,350.00 EA	
<b>SUBSTRUCTURE REPAIR</b>					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$330.00 /CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00 /CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00 /SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$3,000.00 EA	
<b>MISCELLANEOUS</b>					
Articulating Concrete Block System (ACB)			SYD	\$280.00 /SYD	
Concrete Surface Coating			SYD	\$32.00 /SYD	
Culvert Cleanout			FT	\$125.00 /FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00 /FT	
Metal Mesh Panels	(48" width, max 6'-6" length)		SFT	\$26.00 /SFT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00 /FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$223.00 /SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)	750.0	SFT	\$7.00 /SFT	\$5,250
Slope Protection Repairs			SYD	\$145.00 /SYD	
Other					

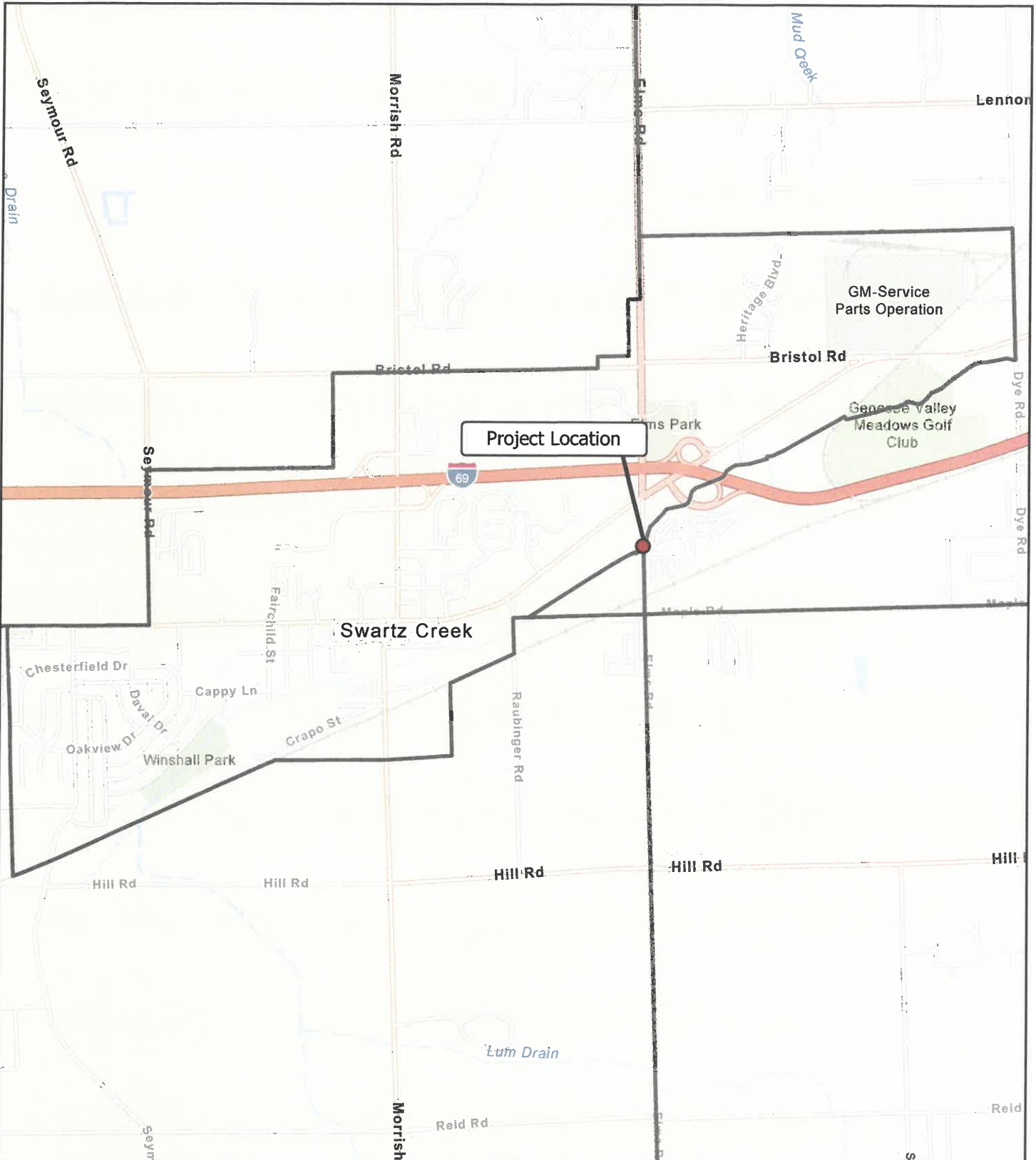
**STRUCTURE CONSTRUCTION BUDGET** \$19,426

ROAD WORK	QUANTITY	UNIT	UNIT COST	TOTAL
Approach Pavement, 12" RC		SYD	\$200.00 /SYD	
Approach Curb & Gutter		FT	\$57.00 /FT	
Guardrail Anchorage to Bridge		EA	\$2,320.00 /EA	
Guardrail		FT	\$34.00 /FT	
Guardrail Terminal		EA	\$3,900.00 /EA	
Roadway Approach Work		LSUM	LSUM	
Utilities		LSUM	LSUM	
<b>TRAFFIC CONTROL</b> Unit Cost to be determined by Region or TSC Traffic & Safety				
Part Width Construction	1.0	LSUM	\$2,000.00 /LSUM	\$2,000
Crossovers		EA	/EA	
Temporary Traffic Signals		set	/set	
RR Flagging		LSUM	LSUM	
Detour		LSUM	LSUM	

**RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET** \$2,000

CONTINGENCY (10% - 20%) (use higher contingency for small projects)	0	%	\$21,000.00	\$0
MOBILIZATION (estimate at 10%)	10	%	\$21,000.00	\$2,000
INFLATION (assume 4% per year, beginning in 2023)	0	%	\$23,000.00	\$0

(Does not include PE or CE)	<b>TOTAL CONSTRUCTION BUDGET</b>	\$23,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)	% CE CON BUDGET	\$33,000
	% PE PE BUDGET	\$0
	% PE PE-S BUDGET	\$0



**Project Location**

**Swartz Creek**

GM-Service Parts Operation

Genesee Valley Meadows Golf Club

Bristol Rd

69

Seymour Rd

Morrish Rd

Elms Rd

Mud Creek

Lennon

Seymour Rd

Bristol Rd

Heritage Blvd

Dye Rd

Dye Rd

Fairchild St

Raubinger Rd

Chesterfield Dr

Cappy Ln

Oakview Dr

Winshall Park

Crapo St

Hill Rd

Hill Rd

Hill Rd

Hill Rd

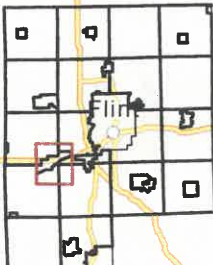
Hill Rd

Lum Drain

Reid Rd

Morrish

Reid



# Project Location

Elms Road Bridge Over W. Branch Swartz Creek  
Swartz Creek, MI

Province of Ontario, Esri Canada, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, Province of Ontario, Esri Canada, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

**2022**



Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl

## **EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS AGREEMENT is made this 1st day of April, 2022 by and between Medstar, Inc., a Michigan Corporation, hereinafter referred to as “MEDSTAR”, with its registered and principal office at 380 N. Gratiot, Clinton CITY, Michigan, and the City of Swartz Creek, a Michigan municipality, with offices at 8083 Civic Drive, Swartz Creek, Michigan, hereinafter referred to as “the CITY.”

### **RECITALS**

The technical terms and phrases used in this agreement have the definitions set out in Act No. 368 of the Michigan Public Acts of 1978, as amended, including Act No. 375 of Michigan Public Acts of 2000, as amended, and the rules and regulation promulgated by the Michigan Department of Health and Human Services (MDHHS) as amended from time to time. MEDSTAR’s responsibilities under the agreement are at all times governed by statutes, rules, and regulations pertaining to emergency medical services.

### **ARTICLE I**

#### **SERVICE AREA**

The CITY, as described above, shall be the primary response area for this agreement.

### **ARTICLE II**

#### **SERVICES PROVIDED BY MEDSTAR**

MEDSTAR shall provide advanced life support (ALS) and Basic Life Support (BLS) ambulances as appropriate for the request as determined through the recognized emergency medical dispatch information provided.

MEDSTAR may also provide expanded scope of care services to CITY residents through arrangements with health systems, accountable care organizations, payors, or other third-party arrangements designed to improve health, prevent hospitalization, provide prospective or follow-

up care or perform in-home assessments or other treatments.

**ARTICLE III**

**PERSONNEL**

MEDSTAR will furnish vehicles licensed by the Michigan Department of Health and Human Services-EMS Division (MDHHS) and staffed with personnel appropriate for the license level of each vehicle.

**ARTICLE IV**

**MEDICAL CONTROL**

MDHHS-EMS Division has designated a medical control authority for the County of Genesee under Section 20910(1)(k) of the act. Accordingly, the supervision of emergency medical services to be provided by MEDSTAR is under the direction of the Genesee County Medical Control Authority and its designated medical physician director pursuant to Section 20906 of the act.

**ARTICLE V**

**EMERGENCY MEDICAL DISPATCH / CALL CATEGORIZATION**

MEDSTAR will maintain a communication link between its dispatch center and the designated dispatch center utilized by the CITY. The CITY will each notify Genesee Central Dispatch Authority that MEDSTAR has been selected as the EMS provider within the CITY, and direct that MEDSTAR be sent to all 911 EMS requests in the respective municipality. MEDSTAR and Genesee Central Dispatch Authority will develop effective mechanisms for call hand-off and unit utilization.

<b>National Academy of Emergency Medical Dispatch © Standardized Response Mode/Time Matrix</b>				
<b>EMD Determinant</b>	<b>Ambulance Response Mode</b>	<b>Ambulance Level</b>	<b>First Response Mode</b>	<b>Time Performance</b>
<b>Call Determinant Level</b>				
<b>Echo</b>	RLS	ALS	RLS	8:59 / 90%
<b>Delta</b>	RLS	ALS	RLS	8:59 / 90%
<b>Charlie</b>	RLS	ALS	N/I	8:59 / 90%
<b>Bravo</b>	NRLS	BLS	N/I	n/a
<b>Alpha</b>	NRLS	BLS	N/I	n/a
<b>Omega</b>	Referral to Alternative Care			

MEDSTAR will utilize the appropriate level and response mode for each response, as categorized through the national criteria.

**ARTICLE VI**

**RESPONSE TIME**

MEDSTAR will respond to requests for services within a safe, reasonable time consistent with the categorization of the request based on call screening process and compliance with medical control protocols. Requests requiring the highest response priority will be monitored to insure a collective 8:59 (8) minute or less ambulance response, 90% of the time. Requests that do not require emergency response will receive responses that are safe and appropriate for the clinical and response conditions present at the time.

MEDSTAR will provide the CITY’s designee quarterly reports summarizing the response time performance data.

**ARTICLE VII**  
**INDEMNITY**

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. MEDSTAR will name the CITY in its clinical and professional insurance policies and will defend and indemnify CITY from liability or claims arising out of MEDSTAR's performance of services under this agreement. The CITY and MEDSTAR also retain all rights to assert common law indemnification and statutory contribution.

**ARTICLE VIII**  
**TERM OF AGREEMENT**

This agreement is effective as of the date first written above. The term of this agreement is a period of five (5) years from and after April 1, 2022 (or five years from the date of implementation by Genesee Central Dispatch.)

**ARTICLE IX**  
**PAYMENT AND FEES TO BE CHARGED**

For all ambulance service rendered by MEDSTAR to any person residing in the primary response area, MEDSTAR will charge the fees in its Normal Service Fee Schedule for such service directly to said person, and such fees shall be in an amount not higher than those fees charged by it for similar services in each of those CITY in which it operates in and about the vicinity of the CITY.

MEDSTAR represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances. MEDSTAR will accept payment from state, federal, and commercial insurers in conformance with the policy provisions of such insurers. It is expressly understood and agreed that the CITY shall not be obligated to collect and/or pay to MEDSTAR any ambulance fees that are not paid by the responsible party.

For any services provided to an employee of any of the municipalities injured in the line of duty, MEDSTAR will bill the individual municipality or, if applicable, the municipalities worker's compensation carrier.

**ARTICLE X**  
**BASE OF OPERATIONS**

Medstar's Genesee County headquarters and dispatch site is at 6210 Lehman Drive, Mundy Township, Michigan.

MEDSTAR deploys its ambulances and first response units from various strategic locations within and near the CITY to optimize its response time performance. If a specific municipality objects to any deployment location, it will notify MEDSTAR in writing of such objection. MEDSTAR will make reasonable efforts to remedy such concern.

**ARTICLE XI**  
**COMMITMENT TO QUALITY**

**A. Community Quality Committee:** Each municipality represented in this agreement will be invited to send up to two representatives to the quarterly meetings of the Medstar Community Quality Committee, in which overall Medstar clinical, public education, safety, response time, injury/illness prevention, and other metrics are discussed with local leaders. Representatives may be asked to participate in specific workgroups or subcommittees to develop new Medstar community service initiatives and programs and may be asked to represent the Community Quality Committee on the Medstar Physician Leadership Committee, or the Medstar Board of Directors.

**B. Patient Satisfaction Survey:** MEDSTAR shall randomly survey patients receiving services regarding customer satisfaction through the utilization of an independent, nationally benchmarked patient satisfaction survey. Survey data will be furnished on a quarterly basis to the identified representative for each municipality. Any complaints or significant negative feedback will be provided to the representative on a quarterly basis, along with MEDSTAR investigation findings regarding the incident. It is expressly understood that MEDSTAR will not share protected health information (PHI) when reporting the investigation or findings.

- C. CAAS Accreditation:** MEDSTAR will maintain accreditation with the Commission on Accreditation of Ambulance Services (CAAS) throughout this agreement.
- D. 24 Hour Access-**Medstar will provide an Operations Supervisor dedicated to the Genesee County Operations on duty 24 hours per day, 365 days per year. Contact information for the on-duty Supervisor will be provided to all public safety leadership personnel within the CITY, and is also available through the Medstar Communications Center.
- E. Quality Assurance Plan/Policy:** MEDSTAR shall maintain a quality assurance plan/policy to continually assess the quality of treatment by emergency medical service personnel. A copy of the plan/policy shall be available for review by the CITY.
- F. Complaint Resolution:** In the event one of the municipalities receives a complaint about the performance of any services under this Agreement, the municipality shall forward the complaint to MEDSTAR, who will review and investigate the complaint and provide a written report of the investigation within ten (10) days of the receipt of the complaint.
- G. Incident Command System:** MEDSTAR will provide annual incident command system training for ambulance personnel operating in the CITY, detailing their respective role and responsibilities within the framework of the Incident Command System.
- H. Resource for Public Safety Agency Training:** MEDSTAR will serve as a resource for EMS training for the CITY Fire Department, as requested. This shall include CPR, first aid, blood borne pathogen, and other related training. Any fees required for applicable training will be provided at cost, including instructor time and resource expenses.
- I. Public Education:** MEDSTAR shall serve as a resource for EMS related public education such as CPR and first aid for interested civic groups.
- J. Mutual Aid:** MEDSTAR will maintain mutual aid agreements with other EMS providers for any period of volume overload or mass casualty incident.
- K. Computer Aided Dispatch System:** MEDSTAR shall utilize a computer-aided dispatch system, which provides for optimum system deployment. MEDSTAR shall equip all of its vehicles with a GPS mapping system and mobile data terminals.



**ARTICLE XII**

**INSURANCE**

MEDSTAR shall secure and maintain throughout the term of this agreement insurance coverage described below from companies in a form and amount acceptable to the CITY:

- A. Worker’s Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by MEDSTAR.
- B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below
- C. General Liability - \$1,000,000 per occurrence; \$3,000,000 in the aggregate.  
Automobile Liability - \$1,000,000 combined single limit
- D. CITY shall be named as Additional Insured on such policies. Such insurance shall be primary for any liability of MEDSTAR arising out of its indemnification of CITY pursuant to Article VIII.
- E. MEDSTAR shall also maintain Excess Liability in the amount of \$10,000,000.

**ARTICLE XIII**

**INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that MEDSTAR is an independent contractor for all purposes under the terms of this agreement, and it is not intended to be an agent, servant, employee, or appointee of the CITY.

**ARTICLE XIV**

**COMPLIANCE WITH LAWS**

MEDSTAR agrees that it shall comply with Federal and Michigan law and ordinances of the CITY in all matters relating to or arising out of this agreement included, by way of example, and not limited to, all laws and ordinances concerning licensing, training, or personnel and operation of motor vehicles.

**ARTICLE XV**  
**TERMINATION**

If CITY wishes to depart from this agreement, they may do so upon delivery of written notice of termination not less than ninety (90) days prior to the effective date thereof. Such notices shall be deemed duly made if deposited in the United State mail with proper postage for first class postage addressed to the following addresses of the respective parties:

City of Swartz Creek  
Adam Zettel, Manager  
8083 Civic Center Drive  
Swartz Creek, MI 48473

Medstar, Inc.  
Kolby Miller, Chief Executive Officer  
380 N. Gratiot Ave.  
Clinton CITY, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reason for the CITY's Notice of Termination, and MEDSTAR will have 30 days thereafter to address the concerns that prompted the CITY to give Notice of Termination.

**ARTICLE XVI**  
**COMPLETE AGREEMENT**

Each of the parties expressly covenant and agree that this instrument constitutes the complete agreement between the parties. There are no other oral or written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement. This agreement may be extended to other municipalities by mutual consent of all parties.

**ARTICLE XVII**

**NON-DISCRIMINATION**

All parties agree that any services to be provided shall be provided in a manner which is not discriminatory on the basis of race, religion, color, national origin, sex, age, height, weight, handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

The parties have executed this agreement as of the date and year written above.

**CITY of Swartz Creek**

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

David A. Krueger, Mayor

**Medstar, Inc.**

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

Kolby Miller, Chief Executive Officer

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
MATCH ON MAIN  
GRANT AGREEMENT  
WITH  
CITY OF SWARTZ CREEK**

This Grant Agreement (this “Agreement”), effective as of March 3, 2022 (the “Effective Date”), is between the Michigan Economic Development Corporation, a public body corporate (the “MEDC”), whose address is 300 North Washington Square, Lansing, Michigan 48913, and the City of Swartz Creek, a Michigan municipality, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (the “Grantee”). As used in this Agreement, the MEDC and the Grantee are, individually, a “Party” and, collectively, the “Parties”.

**RECITALS**

A. The MEDC Match on Main initiative (“MoM”) is to provide MEDC funding to Redevelopment Ready Communities®, and select or master level Michigan Main Street communities in Michigan to support small businesses within their respective communities.

B. The Grantee applied for a MoM award on November 9, 2021 (“Application”) to support reimbursement of certain capital expenditures by AVH Lockhart, LLC dba Burrito Bro’s/Back Alley Subs (“Company”), a Michigan limited liability company whose project address is 8013 Miller Road, Swartz Creek, Michigan 48473 and located within Grantee’s traditional downtown, historic neighborhood commercial corridor, or area planned and zoned for concentrated commercial development (“Project”).

C. The MEDC agrees to award Grantee a grant in the amount of up to Twenty Five Thousand Dollars (\$25,000) to be disbursed by Grantee under the terms of this Agreement (the “MEDC Grant”).

D. Consistent with this Agreement, the Grantee desires to disburse the MEDC Grant to the Company for reimbursement of certain of the Company’s Eligible Expenses for the Project.

In consideration of the Recitals and promises in this Agreement, the Parties agree:

**ARTICLE I**

**DEFINITIONS**

**Section 1.1 Defined Terms.** Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement and is incorporated herein by reference.

**Section 1.2 Construction of Certain Terms.** Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

**ARTICLE II**

## **MEDC GRANT**

**Section 2.1 MEDC Grant Commitment.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and covenants of the Grantee set forth in this Agreement, the MEDC agrees to make, and the Grantee agrees to accept, the MEDC Grant.

**Section 2.2 MEDC Grant Manager.** The Grantee must communicate with the MEDC representative named below, or his or her designee as notified from time to time regarding this Agreement.

Suzanne Perreault (“Grant Manager”)  
Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913  
[perreaults@michigan.org](mailto:perreaults@michigan.org)

**Section 2.3 Grant Disbursement Request.** Subject to the terms and conditions of this Agreement, payment of up to the full amount of the MEDC Grant shall be made to the Grantee in one disbursement as soon as institutionally possible for the MEDC, after completion of all of the following requirements to the satisfaction of the Grant Manager:

- (a) **Vendor Registration.** MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
- (b) **Conditions to MEDC Grant Disbursement.** Grantee has timely complied with, and in the manner required by, Key Milestone Number One, which includes that the Grantee has submitted to the Grant Manager, in form and substance set forth for Key Milestone Number One on Exhibit B to the satisfaction of the Grant Manager, the fully completed and signed of all of the following, all of which are made part of Exhibit B-1:
  - i. the Grant Disbursement Request, together with:
    - a) a copy of the supporting documentation received by the Grantee from the Company evidencing the Company Match;
    - b) the Company Acknowledgment, and
    - c) the Compliance and Reporting form, together with a copy of the supporting documentation received by the Grantee from the Company evidencing the Company’s actual expenditure of permitted Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).

The Grant Manager determines compliance with Key Milestone Number One.

## **ARTICLE III**

## **REPRESENTATIONS AND COVENANTS OF THE GRANTEE**

The Grantee represents to the MEDC, from the Effective Date through the end of the Term:

**Section 3.1 Organization.** The Grantee is duly organized and has the power to enter into and perform its obligations under this Agreement.

**Section 3.2 Authority.** The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law or result in the breach, be a default of, or require any consent under, any of Grantee's organizational and governing documents, or any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

**Section 3.3 Consent.** Except as has been disclosed in writing to the MEDC, no consent or approval is necessary from any governmental or other entity, except the MEDC, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

**Section 3.4 Full Disclosure.** Neither this Agreement, the Application, the Grant Disbursement Request, or to the knowledge of the Grantee, any supporting documentation furnished by the Grantee to the MEDC in connection with the MEDC Grant or this Agreement contain, or shall contain, any untrue statement of material fact, or to the best of the Grantee's knowledge, omit, or shall omit, a fact, necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee's knowledge, are likely to materially adversely affect the properties, business, or condition (financial or otherwise) of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

**Section 3.5 Litigation or Other Proceedings.** Except as has been disclosed in writing to the MEDC, to the knowledge of the Grantee and its officers or directors, there are no suits or proceedings pending or, to the knowledge of the Grantee or its officers or directors, threatened, before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Grantee, would have a material adverse effect on the financial condition or business of the Grantee or impair the Grantee's ability to perform its obligations under the Agreement.

**Section 3.6 Compliance with Laws.** To its knowledge, the Grantee is not, and will not, be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject.

### **Section 3.7 Uses of Grant Disbursements.**

- (a) Any Grant Disbursement paid by the MEDC to the Grantee shall be paid by the Grantee to the Company as reimbursement for permitted Eligible Expenses for the Project.

- (b) In addition to submission of information required by Key Milestone Number One, if requested by the Grant Manager, the Grantee shall provide additional information satisfactory to the Grant Manager evidencing the Grantee's use of any portion of the Grant Disbursement.

**Section 3.8 Conflict of Interest.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor any of its officers, directors, employees, or affiliates have, shall have, or shall acquire any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any of its officer, directors, employees, or affiliates have accepted, shall accept, have offered, or shall offer, anything of value to influence the MEDC, its Corporate Board, Executive Committee and their respective directors, participants, officers, agents, and employees. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise because of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

**Section 3.9 Key Milestones.** The Grantee agrees to Key Milestone Number One set forth in Exhibit B, which is incorporated herein by reference.

## **ARTICLE IV**

### **OTHER GRANTEE COVENANTS**

**Section 4.1 Reporting.** In addition to other reporting to the MEDC under this Agreement, or under the MEDC's Redevelopment Ready Communities® and Michigan Main Street programs, as applicable, the Grantee shall provide such other reports and information related to the MEDC Grant and this Agreement as reasonably requested by Grant Manager from time to time through the end of the Term.

**Section 4.2 Indemnification and Insurance.** To the extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the MEDC, its Corporate Board, Executive Committee, and their respective directors, participants, officers, agents, and employees ("Indemnified Persons") from any damages that it may sustain by any acts or omissions of Grantee pertaining to this Agreement. The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of, or as a result of, Grantee's operations, or its acts or omissions arising under this Agreement; however, Grantee's indemnification obligations under this Agreement shall not be limited to the limits of liability imposed under the

Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage and workers' compensation insurance. This Section shall survive indefinitely.

**Section 4.3 Access to Records.** During the Term, and for seven (7) years thereafter, the Grantee shall maintain reasonable records arising out of this Agreement and shall allow access to those records by the MEDC, or its authorized representative. This Section shall survive for seven (7) years following the end of the Term.

## **ARTICLE V**

### **REPRESENTATIONS AND COVENANTS OF THE MEDC**

The MEDC represents and warrants to the Grantee:

**Section 5.1 Organization.** The MEDC is a public body corporate and has the power and authority to enter into and perform its obligations under this Agreement.

**Section 5.2 Consent.** Except as disclosed in writing to the Grantee, or provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MEDC or the performance of any of its obligations under this Agreement.

## **ARTICLE VI**

### **SUSPENSION, TERMINATION, DEFAULT AND REPAYMENT**

**Section 6.1 Suspension, Termination, Event of Default.** Notwithstanding anything to the contrary, the MEDC's obligation to disburse any portion of the MEDC Grant shall automatically be suspended and may be terminated, and this Agreement may be terminated, all at the option of the MEDC, upon the occurrence, and during the continuance, of any one or more of the following events (each, an "Event of Default"), unless a written waiver is provided by the MEDC:

- (a) the failure of the Grantee to timely request the Grant Disbursement, and in the manner, as required by Key Milestone Number One in accordance with this Agreement, which in the aggregate, totals the full amount of the MEDC Grant;
- (b) any representation or covenant made by the Grantee in support of this Agreement shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in any Grant Disbursement Request or otherwise in support of Key Milestone Number One, or the representations and covenants set forth in Article III or Article IV;
- (c) any material failure by the Grantee to comply with any of the terms, covenants, and conditions on its part to be performed under this Agreement, including without limitation, any of the terms, covenants or conditions under Article III or Article IV, which, if considered curable by the MEDC, is not cured by the Grantee to the satisfaction of the MEDC within the Cure Period;
- (d) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the



MEDC, or for any department or agency within the State, federal, local or any governmental agency, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Labor and Economic Opportunity, or the Michigan Strategic Fund, which, if considered curable by the MEDC, is not cured by the Grantee to the satisfaction of the MEDC within the Cure Period; or

- (e) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date commenced.

**Section 6.2 Repayment of Certain Events.**

- (a) **Event of Default.** If this Agreement is terminated prior to the end of the Term by the MEDC as a result of any Event of a Default, the Grantee shall upon written notice by the MEDC, immediately repay to the MEDC the amount of the MEDC Grant then disbursed by the MEDC to the Grantee that Grantee has not yet disbursed to the Company as permitted by this Agreement.
- (b) **Recovery by the Grantee.** In the event the Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any MEDC Grant funds from or on behalf of any Company, the amount received (not to exceed the amount of the Grant Disbursement paid to Grantee) less reasonable costs of collection, if any, shall be repaid to the MEDC within thirty (30) calendars of receipt by the Grantee.
- (c) **Failure to Disburse.** In the event the Grantee has received any Grant Disbursement and has not, within sixty (60) days of receipt of such Grant Disbursement, disbursed all such MEDC Grant monies to the Company as required by this Agreement, the Grantee shall return to the MEDC the portion of the MEDC Grant monies not yet disbursed by the Grantee.

**Section 6.3 Other Suspension.** In the event the MEDC becomes aware of an event or circumstance, which, with the giving of notice or passage of time or both, would reasonably constitute an Event of Default, the MEDC may immediately and without prior notice suspend making any Grant Disbursement, until such time the MEDC is satisfied otherwise. The Grantee shall cooperate upon the request of the Grant Manager to provide additional information regarding the aforementioned event or circumstance.

**Section 6.4 Available Remedies.** The suspension or termination of payments to the Grantee, or the termination of this Agreement, are not intended to be the sole and exclusive remedies available to the MEDC, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MEDC in collecting any sums due the MEDC from the Grantee under this Agreement, in enforcing any of its rights against the Grantee under this Agreement, or in exercising any remedies against the Grantee available to the MEDC.

**ARTICLE VII**

**MISCELLANEOUS**

**Section 7.1 Notice.** Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts and shall be deemed delivered one business day after the delivery or mailing date.

**Section 7.2 Counterparts; Facsimile/pdf Signatures.** This Agreement may be signed in counterparts and delivered by facsimile or in pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

**Section 7.3 Severability.** All clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

**Section 7.4 Captions.** The captions or headings in Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

**Section 7.5 Governing Law.** This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

**Section 7.6 Relationship between Parties.** The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MEDC, or the MEDC to any individual person, firm, or entity for any purpose.

**Section 7.7 Successors and Assigns.** The MEDC may at any time assign its rights or obligations in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MEDC. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 7.8 Waiver.** A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

**Section 7.9 Termination of Agreement.** Except as to this Article VII and the Exhibit A definitions, which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims for repayment hereunder which arise out event that occurred during the Term, shall be brought within three (3) years after the end of the Term, and all available remedies thereon shall survive until all amounts due the MEDC are paid in full. Provided further, and notwithstanding anything to the contrary, in the event that the State Legislature or the State

government fails to provide or terminates the funding necessary for the MEDC to fund the MEDC Grant, the MEDC may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MEDC has no further obligation to make any Grant Disbursement to Grantee for any reason beyond the date of termination of this Agreement.

**Section 7.10 Amendment.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MEDC.

**Section 7.11 Publicity.** At the request and expense of the MEDC the Grantee will cooperate with the MEDC, and request that the Company also cooperate, to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project location, or other locations, acceptable to the Parties.

**Section 7.12 Site Visit.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC, and request that the Company also cooperate, to permit the Grant Manager or such other MEDC representative to visit the Project location and/or view the results of the permitted Eligible Expenses.

*(Signature page follows)*

Execution Copy

The Parties have executed this Agreement effective on the Effective Date.

The signatories below warrant that they are empowered to enter into this Agreement.

**CITY OF SWARTZ CREEK**

\_\_\_\_\_  
Adam Zettel  
City Manager

\_\_\_\_\_  
Date

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Christin Armstrong  
Secretary

\_\_\_\_\_  
Date

*(Signature page to MEDC Match on Main Grant Agreement)*

## EXHIBIT A

### DEFINED TERMS

- a) “**Agreement**” means this Agreement, including the Exhibits to this Agreement.
- b) “**Application**” has the meaning set forth in Recital B.
- c) “**Company**” has the meaning set forth in Recital B.
- d) “**Company Acknowledgment**” means the written acknowledgment of the Company in support of Key Milestone Number One, in the form and substance set forth on Exhibit B-1;
- e) “**Company Match**” has the meaning set forth in Exhibit B-1.
- f) “**Compliance and Reporting**” means the written report of the Grantee in support of Key Milestone Number One, in the form and substance set forth on Exhibit B-1, together with copies of receipts or other documentary evidence satisfactory to the Grant Manager of all permitted Eligible Expenses;
- g) “**Cure Period**” means within thirty (30) calendar days after written notice by the MEDC, or within such longer period as determined in writing and at the sole discretion of the MEDC.
- h) “**Eligible Expenses**” means any one or more, or any combination, of the following, which must have been incurred by the Company for the Project on or after November 9, 2021 and actually paid by the Company to an independent third party:
  - i. Expenses for technical assistance items for design and layout of interior or exterior space, such as conceptual renderings of the interior or exterior floor plan, merchandise layout, other interior or exterior design concepts, and construction drawings, plans or specifications for interior or exterior space activation;
  - ii. Expenses for interior building renovation items, including rehabilitation of floors, walls, ceiling, rooms, electrical improvements, lighting and lighting fixtures, furniture and display renovations, installation of permanent kitchen or other equipment, and/or fire suppression or other code compliance items;
  - iii. Expenses for permanent or semi-permanent activation of an outdoor space, including a dining area, beer garden, or other place-based outdoor activation deemed acceptable by the MEDC. Exterior signage, doors and windows may be permitted if is part of a larger outdoor space activation project;
  - iv. Expenses for permanent or semi-permanent business infrastructure related to COVID-19 recovery efforts such as items that promote the health and safety of employees and customers (examples include plexiglass barriers, curbside service windows, etc.); or
  - v. Expenses for general marketing or technology to assist in connecting with customers (example: website upgrades or e-Commerce integration), operational

changes (example: shifting from dine in to carry out), the purchase of a point-of-sale system, or inventory expenses for retail goods.

For the avoidance of doubt, all Eligible Expenses must be otherwise acceptable to the MEDC, and further Eligible Expenses **do not** include expenses for: exterior improvements that could be considered as general maintenance, repairs, landscaping, or other non-place based outdoor activation, employee wages, salaries or benefits, rent, mortgage, land contract or lease payments, utilities, equipment, machine or vehicle leases, vehicle payments, taxes, interest or insurance, professional fees, federal, state, or local application, licensing, permit or similar fees, bank or other lender financing, interest, inspection fees or costs, credit card processing fees; non-infrastructure COVID-19 expenses, such as disposable PPE, including masks or other face coverings, gloves, or hand sanitizer, or any other capital expenditure (including soft costs) deemed ineligible at sole discretion of the MEDC.

- i) **“Event of Default”** means any one or more of those events described in Section 6.1.
- j) **“Exhibit”** means each of the documents or instruments attached to this Agreement.
- k) **“Grant Disbursement”** means MEDC Grant funds paid to the Grantee under this Agreement.
- l) **“Grant Disbursement Request”** means: a written request from the Grantee for a Grant Disbursement in support of Key Milestone Number One, in the form and substance set forth on Exhibit B-1; and
- m) **“Grantee”** has the meaning set forth in the preamble.
- n) **“Grant Manager”** has the meaning set forth in Section 2.2.
- o) **“Indemnified Persons”** has the meaning set forth in Section 4.2.
- p) **“Key Milestone Number One”** means Key Milestone Number One which is set forth on Exhibit B.
- q) **“MEDC”** has the meaning set forth in the preamble.
- r) **“MEDC Grant”** has the meaning set forth in Recital C.
- s) **“MoM”** has the meaning set forth in Recital A.
- t) **“Party”** or **“Parties”** has the meaning set forth in the preamble.
- u) **“Project”** has the meaning in Recital B.
- v) **“State”** means the State of Michigan.
- w) **“Term”** means from the Effective Date and, unless earlier terminated as provided by this Agreement through October 31, 2022.

**EXHIBIT B**  
**KEY MILESTONES**

**Key Milestone Number One:**

Subject to the terms and conditions of the Agreement, including the terms and conditions of Section 2.3 of the Agreement which include the required submission of a Grant Disbursement Request, and any other information as may be required under the Agreement, a Grant Disbursement may be requested by the Grantee:

**Grant Disbursement:** Up to \$25,000

By no later than September 30, 2022, the Grantee must submit, and demonstrate to the satisfaction of the Grant Manager, all of the following, and must otherwise be in compliance with the Agreement:

1. A fully completed Grant Disbursement Request in the form and substance set forth in Exhibit B-1, signed by the Grantee, together with all required supporting documentation; and
2. A fully completed Company Acknowledgment in the form and substance set forth on Exhibit B-1, signed by the Company; and
3. A fully completed Compliance and Reporting form, in the form and substance set forth on Exhibit B-1, signed by the Grantee, together with all required documentation;
4. One or more photograph(s) of the Project reflecting the results of the Eligible Expenses (such as a photograph of the improvements made to the Project or a photograph of items purchased for the Project).

**EXHIBIT B-1**

**KEY MILESTONE NUMBER ONE  
GRANT DISBURSEMENT REQUEST**

This Grant Disbursement Request is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of March 3, 2022 (the "Grant Agreement"), by and between the Michigan Economic Development Corporation (the "MEDC"), and City of Swartz Creek (the "Grantee"), Case No. 347009. Capitalized terms in this Grant Disbursement Request not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement. The undersigned, in the name and on behalf of Grantee, hereby certifies, represents, and warrants, that as of the date of signing this Grant Disbursement Request:

1. The Grantee has complied, and is in compliance, with all the terms, covenants, and conditions of the Grant Agreement.
2. No Event of Default (as defined in Section 6.1 of the Grant Agreement) exists, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default.
3. The representations and covenants of the Grantee contained in Article III and Article IV of the Grant Agreement are true.
4. This Grant Disbursement Request is being submitted with respect to AVH Lockhart, LLC dba Burrito Bro's/Back Alley Subs ("Company") for the Project located at 8013 Miller Road, Swartz Creek, Michigan 48473.
5. Attached is the Company Acknowledgment, signed by the Company.
6. Attached is a Compliance and Reporting form, signed by the Grantee, together with a copy of the supporting documentation received by the Grantee from the Company evidencing the Company's actual expenditure of the permitted Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).
7. In addition to the amount otherwise spent by the Company on permitted Eligible Expenses, attached is a copy of supporting documentation received by the Grantee from the Company evidencing that the Company has actually contributed its own additional cash, or received additional private funding, for the Project in the total amount of at least \$2,500 ("Company Match").
8. The Grantee requests a Grant disbursement in the amount of \$\_\_\_\_\_.

*(Remainder of this page is blank)*



The undersigned has the authority, and signs this Grant Disbursement Request, on behalf of the Grantee.

**CITY OF SWARTZ CREEK**

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

\_\_\_\_\_  
(Print Name)

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

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

*(Remainder of this page is blank)*

*(Company Acknowledgment follows)*

## COMPANY ACKNOWLEDGMENT

This Company Acknowledgment is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of March 3, 2022 (the "Grant Agreement"), by and between the Michigan Economic Development Corporation (the "MEDC"), and City of Swartz Creek (the "Grantee"), Case No. 347009. Capitalized terms in this Company Acknowledgment not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement. The undersigned, in the name and on behalf of Company, hereby certifies, represents, and warrants, that as of the date of signing this Grant Disbursement Request:

1. The Company affirms it has paid the permitted Eligible Expenses for the Project.
2. The Company affirms it has contributed the Company Match for the Project.
3. The Company will cooperate with the Grantee's and/or the MEDC's reasonable requests for information related to the Project, Eligible Expenses, the Company Match, or arising out of the Grant Agreement.
4. At the request and expense of the MEDC the Company will cooperate with the Grantee, and the MEDC, to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project location, or other locations, acceptable to the Parties.
5. At the request and expense of the MEDC, the Company will cooperate with the Grantee and the MEDC, to permit an MEDC representative to visit the Project location and/or view the results of the Eligible Expenses.

The undersigned has the authority, and signs this Company Acknowledgment, on behalf of the Company.

### **AVH LOCKHART, LLC DBA BURRITO BRO'S/BACK ALLEY SUBS**

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

\_\_\_\_\_  
(Print Name)

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

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

*(Compliance and Reporting form follows)*

**COMPLIANCE AND REPORTING FORM**

This Compliance and Reporting form is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of March 3, 2022 (the “Grant Agreement”), by and between the Michigan Economic Development Corporation (the “MEDC”), and City of Swartz Creek (the “Grantee”), Case No. 347009. Capitalized terms in this Compliance and Reporting form not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement. The undersigned, in the name and on behalf of Grantee, hereby certifies, represents, and warrants, that as of the date of signing this Compliance and Reporting form:

**A. REQUIRED INFORMATION:**

Grantees are required to provide the MEDC with the following compliance and reporting data, to be submitted as part of the Grantee’s Grant Disbursement Request:

Grantee Information			
Date Grant Disbursement and Compliance Form Submitted:			
Organization Name (Grantee):			
Point of Contact	First and Last Name:		
	Title:		
	Email:		
	Phone:		
Company Information			
Name of the Company:		th	
Physical Address:			
City, State, Zip:			
County:			
Total MEDC Grant Amount:			
Brief description of completed Project:			
What did the Company report as jobs retained?			
What did the Company report as jobs created?			
Is the Company a “new” business (open 12 months or less)?			
Grant Reimbursement Information			
The Grantee is required to complete the following and submit proof of payment (i.e., paid receipt) for all Eligible Expenses and the minimum required Company Match. Please use a separate line for each submitted receipt and use additional sheets, as necessary. Receipts for Eligible Expenses should total at least: (i) the total amount of the MEDC Grant plus (ii) at least 10% of the total amount of the MEDC Grant .			
Date of Receipt	Vendor	Item	Cost

<b>TOTAL:</b>			

**B. OPTIONAL INFORMATION**

The following questions are optional to complete. This information is collected by the MEDC to track metrics across programs and does not have any impact on the MEDC Grant. Grantees may collect this information from the business using any available method including verbally, over the phone, through email, etc

Is the owner of the Company an employee-owner (receives a W2)? Yes / No / Preferred Not to Answer
What did the Company report as the hourly wage of the Company owner? (If the owner receives an annual salary, please divide total by 2080.) \$___ / Preferred Not to Answer
What did the Company report as the total number of employees? ___ / Preferred Not to Answer
What did the Company report as the average hourly wage of employees? \$___ / Preferred Not to Answer
Did the Company report that they offer employee sponsored healthcare to at least one or more employees (including employee-owner) AND cover at least 70% of the cost? Yes / No / Did Not to Answer

The undersigned has the authority, and signs this Compliance and Reporting form, on behalf of the Grantee.

**CITY OF SWARTZ CREEK**

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

\_\_\_\_\_  
(Print Name)

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

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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES (WATER)**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES pertaining to USDA WATER LOAN**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
The City of Swartz Creek, a municipal corporation, 8083 Civic Drive, Swartz Creek, MI, MI \_\_\_\_\_ (“Owner”) and  
48473  
\_\_\_\_\_  
OHM Advisors, a Michigan corporation, 34000 Plymouth Road, Livonia, MI 48150 \_\_\_\_\_ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
City of Swartz Creek Water Improvements  
\_\_\_\_\_  
\_\_\_\_\_ (“Project”).

Other terms used in this Agreement are defined in Article 7.

\_\_\_\_\_  
Engineer's services under this Agreement are generally identified as follows: Professional engineering services as  
indicated in Exhibit A.  
\_\_\_\_\_

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer’s services;



2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A.** Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A.** Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B.** If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C.** If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D.** Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E.** If Engineer 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.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A.** *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A.** *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B.** *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer 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, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

- B. Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### *6.01 Standards of Performance*

- A. *Standard of Care:*** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:*** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:*** Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:*** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer 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 of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:***
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer 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 Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (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.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

## 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. 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 Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. 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 Engineer or its Consultants. Owner and Engineer 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 and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. 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.
- G. At any time, Owner may request that Engineer 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 G. If so requested by Owner, and if commercially available, Engineer 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 G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

**A. Suspension:**

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

**B. Termination:** The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. 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.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a 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; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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 any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, 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, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) 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. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any



assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined 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 Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or 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.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* 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 Engineer, 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.
- D. *Waiver:* 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.
- E. *Accrual of Claims:* 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.

### **ARTICLE 7 – DEFINITIONS**

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency – The Rural Utilities Service of any designated representative of Rural Utilities Service, including USDA Rural Development.**

**B. Day:**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- ~~I. Exhibit I, Limitations of Liability.~~
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer 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 to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an 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.

### 8.04 *Engineer’s Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:



1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontractors that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment,

**Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions,” to the Owner who will forward it to the USDA, Rural Development for processing.**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: The City of Swartz Creek

Engineer: OHM Advisors

By: \_\_\_\_\_  
Print name: Hon. David Krueger  
Title: Mayor of Swartz Creek  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Andrew J. Harris, PE  
Title: Principal  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

State of: Michigan

Address for Owner's receipt of notices:  
8083 Civic Drive  
Swartz Creek, MI 48473

Address for Engineer's receipt of notices:  
G3101 W. Bristol Road  
Flint, MI 48507

Designated Representative (Paragraph 8.03.A):  
Adam Zettel  
Title: City Manager  
Phone Number: 810.635.2887  
E-Mail Address: azettel@cityofswartzcreek.org

Designated Representative (Paragraph 8.03.A):  
Andrew J. Harris, PE  
Title: Principal  
Phone Number: 810.396.4015  
E-Mail Address: andy.harris@ohm-advisors.com

This is **EXHIBIT A**, consisting of [ 17 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [        ].

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

- a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:

**1) The Preliminary Engineering Report is complete and shall be followed for scope of services as related to water main improvements.**

- b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

**In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**

- c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ 3 ] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. ~~Perform or provide the following other Study and Report Phase tasks or deliverables: [Environment Report in accordance, provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the project, and prepare feasibility studies and preliminary ranges of rate schedules if required for the project.] **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-692 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**~~
15. Furnish [ 2 ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ 30 ] days of the Effective Date and review it with Owner. Within [15 ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ 2 ] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [ 14 ] days of receipt of Owner's comments. **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised report and any other Study and Report Phase deliverables to the Owner within 14 days of receipt of Owner's and Agency's comments.**~~

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 Preliminary Design Phase

- A. After acceptance by Owner, **and concurred by Agency**, of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
  1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

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#### Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
10. Furnish [ 3 ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [ 90 ] days of authorization to proceed with this phase, and review them with Owner. Within [ 15 ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [ 3 ] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [30 ] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.



8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

~~9. Perform or provide the following other Final Design Phase tasks or deliverables:~~

10. Furnish for review by Owner, its legal counsel, **and Agency** and other advisors, [ 3 ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [ 30 ] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [ 7 ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [ 3 ] final copies of such documents to Owner within [ 7 ] days after receipt of Owner's comments and instructions.

12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**

13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps, and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The deminimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.**

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **Two (2)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence were possible.**
  - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - 4. Consult with Owner as to the qualifications of prospective contractors.
  - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement~~

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02A.2 of this Exhibit A.**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner’s schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Upon award of the Construction Contract, the Engineer shall furnish Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
  10. **Provide copies of Manufacturers’ Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers’ Certification Letters are to be included in the Bidding Documents and must be kept in the engineer’s project file and on site during construction.**
  11. **Provide copies of Manufacturers’ Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers’ Certification Letters must be kept in the engineer’s project file and on site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* 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 Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a

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Exhibit A – Engineer’s Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, 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.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
  - c. **The visits described in Article A1.05.A.9 shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agricultural, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or**

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute “or equal” obtain a Manufacturers’ Certification letter to verify the products were produced in the United States. Manufacturers’ Certification letters must be kept in the engineer’s project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.

19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- d. **Receive and review all Manufacturers’ Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers’ Certification letters must be kept in the engineer’s project file on and on site during construction.**

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **(c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review**



**the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
    - a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
  25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
    - a. Obtain the Contractors' Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractors', and Manufacturers' Certifications letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel Products used in the project and include manufacturer's name and location, and product(s) to the Agency.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to

the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
As-Built Drawings
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

**PART 2 – ADDITIONAL SERVICES**

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design

requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2-, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

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Exhibit A – Engineer's Services

EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Not Requiring Owner's Written Authorization**

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work,

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

(e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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**Exhibit A – Engineer's Services**

**EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

This is **EXHIBIT B**, consisting of [ 3 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.

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**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**



- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- ~~T. Perform or provide the following:~~
- ~~U.~~

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**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

**Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:**

- (a) Signing loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.**
- (b) Signing change order (i.e. C – 941 of EJCDC) and partial payment estimates (i.e. C -620 of EJCDC) and thereby acknowledging responsibility for compliance with American Iron and Steel requirements.**
- (c) Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.**
- (d) Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors' and manufacturers' certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.**
- (e) Where the owner directly procures American Iron and Steel products, including American Iron and Steel clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.**

This is **EXHIBIT C- WATER**, consisting of [ 3 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$381,892 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$No Charge
b. Preliminary Design Phase	\$ 173,166
c. Final Design Phase	\$ 144,256
d. Bidding or Negotiating Phase	\$ 2,000
e. Construction Phase	\$ 37,570
f. Post-Construction Phase	\$ 24,900

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner **and Agency**. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January of each year) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred by the Owner and Agency.**

#### C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.5].

#### C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.3].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer'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 Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer 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 Engineer'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 Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:**

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$409,835 based upon full-time RPR services spanning two construction seasons on a twelve-hour workday, Monday through Friday, over a 310 day construction schedule.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rate Schedule," the Standard Hourly Rate for RPR service is \$125.00 per hour.**

**B. Compensation for Reimbursable Expenses:**

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.5.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.3.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer'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 Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer 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 Engineer'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 Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.5.
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of January) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.3.

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**Exhibit C – Compensation Packet AS-1: Additional Services –  
Standard Hourly Rates Method of Payment.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**



2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

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**Exhibit C – Compensation Packet AS-1: Additional Services –  
Standard Hourly Rates Method of Payment.**

**EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

This is **Appendix 1 to EXHIBIT C**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

### **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ N/C – No Charge
Copies of Drawings	\$ N/C
Mileage (auto)	\$ N/C
Air Transportation	N/A
CAD Charge	\$ N/C
Laboratory Testing	at cost
Health and Safety Level D	\$ N/C
Health and Safety Level C	\$ N/C
Meals and Lodging	\$ N/C

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

**See OHM Advisors 2022 Hourly Rate Schedule - Attached**

This is **EXHIBIT D**, consisting of [ 5 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representative is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

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#### **Exhibit D - Resident Project Representative.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 ( Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.



This is **EXHIBIT E**, consisting of [ 1 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

***1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.***

***2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]***



**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

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**To:** \_\_\_\_\_  
**Owner**

**And To:** \_\_\_\_\_  
**Contractor**

**From:** \_\_\_\_\_  
**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

This is **EXHIBIT F**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

## **Construction Cost Limit**

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Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

### F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[5,130,615 for WATER].
- B. A bidding or negotiating contingency of [10] percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit. **Engineer's determinations on types and quality materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.**
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for

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### Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

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**Exhibit F – Construction Cost Limit.**

**EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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March 14, 2022  
**Page 2**

This is **EXHIBIT G**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

## Insurance

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$ 100,000
  - 2) Bodily injury by disease, each employee: \$ 100,000
  - 3) Bodily injury/disease, aggregate: \$ 100,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
  - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$5,000,000
  - 2) General Aggregate: \$5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$3,000,000
  - 2) Annual Aggregate \$5,000,000
- g. Other (specify):

2. By Owner:

- a. Workers' Compensation: Statutory

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Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$100,000
- 2) Bodily injury by Disease, Each Employee \$100,000
- 3) Bodily injury/Disease, Aggregate \$500,000

c. General Liability --

- 1) General Aggregate: \$3,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

d. Excess Umbrella Liability

- 1) Per Occurrence: \$2,000,000
- 2) General Aggregate: \$2,000,000

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify):

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. OHM Advisors  
Engineer

b. [ ]  
Engineer's Consultant

c. [ ]  
Engineer's Consultant

d. [ ]  
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

This is **EXHIBIT H**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

## Dispute Resolution

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

**[NOTE TO USER: Select one of the two alternatives provided.]**

### H6.08 Dispute Resolution

- A. ~~Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by [here insert name of mediator, or mediation service]. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~
- A. **Arbitration:** All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the **Firm to be approved for use by both parties, [insert the name of a specified arbitration service or organization here]** rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the **specified arbitration service or organization**. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[ ] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[REDACTED] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[REDACTED] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.
  3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of

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#### Exhibit H - Dispute Resolution.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.



the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.

4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

This is **EXHIBIT J**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

## **Special Provisions**

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Paragraph(s) [ ] of the Agreement is/are amended to include the following agreement(s) of the parties:

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### **Exhibit J - Special Provisions.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_1\_\_**

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Swartz Creek

Engineer: OHM Advisors

Project: Watermain Upgrades

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_ Additional Services to be performed by Engineer
- x  Modifications to services of Engineer
- \_\_\_ Modifications to responsibilities of Owner
- \_\_\_ Modifications of payment to Engineer
- \_\_\_ Modifications to time(s) for rendering services
- \_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Modifications per RUS Bulletin 1780-26 and RUS Bulletin 1780-35 (see attached).***

Agreement Summary:

Original agreement amount:	\$ <u> 791,727 </u>
Net change for prior amendments:	\$ <u> 0 </u>
This amendment amount:	\$ <u> 0 </u>
Adjusted Agreement amount:	\$ <u> 791,727 </u>

Change in time for services (days or date, as applicable):  n/a

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

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

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

Print \_\_\_\_\_

Print \_\_\_\_\_

name: \_\_\_\_\_

name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**ENGINEER AGREEMENT CERTIFICATION**

PROJECT NAME: City of Swartz Creek Water Improvements Project

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

**SUMMARY OF ENGINEERING FEES**

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ <u>381,892.00</u>
Resident Project Observation	\$ <u>409,835.00</u>
Additional Services	\$ _____
TOTAL:	\$ <u>791,727.00</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

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Engineer Date

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Name and Title

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Owner Date

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Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

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Agency Representative Date

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Name and Title



## OHM ADVISORS 2022 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$188.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$170.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$155.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$145.00
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Project Specialist II	\$160.00
Project Specialist I	\$130.00
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Graduate Engineer IV	\$145.00
Graduate Engineer III	\$140.00
Graduate Engineer II	\$135.00
Graduate Engineer I	\$125.00
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Graduate Architect III / Landscape Architect III / Interior Designer III	\$138.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$115.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$105.00
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Technician IV	\$143.00
Technician III	\$125.00
Technician II	\$108.00
Technician I	\$87.00
Engineering / Architectural / Interior Design Aide	\$70.00
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Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$120.00
Surveyor III	\$120.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
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Planner IV	\$160.00
Planner III	\$144.00
Planner II	\$120.00
Planner I	\$105.00
Planner Aide	\$70.00
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Graphic Designer	\$110.00
Administrative Support	\$80.00
Clerical Aide	\$68.00
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Principal	\$215.00
Sr. Associate	\$198.00
Associate	\$187.00

SUBCONTRACT NO. \_\_\_\_\_  
CONTROL SECTION NO.  
JOB NO.

FED. PROJECT NO.  
FED. ITEM NO.

THIRD PARTY AGREEMENT  
CONSTRUCTION ENGINEERING  
LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, \_\_\_\_\_, 202\_ by and between Orchard, Hiltz & McCliment (OHM), 34000 Plymouth Road, Livonia, Michigan 48150, hereinafter referred to as the "CONSULTANT," and the City of Swartz Creek, 8083 Civic Drive, Swartz Creek, MI 48473, hereinafter referred to as the "LOCAL AGENCY."

WHEREAS, the LOCAL AGENCY is planning to cold mill and resurface Morrish Road from Miller Road to Bristol Road in the City of Swartz Creek, using Federal funds from the City of Swartz Creek; and WHEREAS, the LOCAL AGENCY has assigned Adam Zettel, AICP, City Manager, to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform the construction engineering and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the rehabilitation of the following Morrish Road Mill and Resurface Project, said improvements to be hereinafter referred to as the "PROJECT:"

1 mi of hot mix asphalt cold milling and resurfacing, concrete sidewalk and ramps, drainage, pavement repairs and pavement markings on Morrish Road from Miller Road to Bristol Road in the City of Swartz Creek, Genesee County

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the "MDOT," for the use of Federal Surface Transportation Funds administered by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated March 7, 2022, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A – CONSULTANT Proposal.
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT’S expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY’S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers’ compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY’S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.



7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.
  - a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
  - b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.

15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount, which shall not exceed one hundred nine thousand six hundred fifty-four dollars and sixteen cents (\$108,269.32). This fixed fee (profit) shall be the amount of ten thousand eight hundred fifty-four dollars and thirty-two cents (\$10,123.32) and amount is included in the total amount of one hundred nine thousand six hundred fifty-four dollars and sixteen cents (\$108,269.32), which as shown in Exhibit "A," attached hereto and made part hereof.

16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- c. Non MDOT Pre-Qualified CONSULTANT:

It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

**MDOT Pre-Qualified CONSULTANT:**

When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT-accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

**Contract LOCAL AGENCY Work:**

When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200 Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within sixty (60) days of the date of the invoice.

It is further agreed that:

- 18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
- 19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
- 20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and

specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor. All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Exhibit C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.
23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Exhibit C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
  - a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
  - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
  - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.
27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
- b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

- a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE

BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL



AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories, and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no

federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.

The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT, IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

CITY OF SWARTZ CREEK

By: \_\_\_\_\_  
DAVID KRUEGER  
TITLE: MAYOR

OHM ADVISORS

By: \_\_\_\_\_  
PATRICK G. WINGATE, PE  
TITLE: DIRECTOR OF TRANSPORTATION

List of Exhibits/Appendixes/Attachments

**Exhibit A** – CONSULTANT Proposal: Scope of Services / Derivation

**Exhibit B** – Professional Liability Insurance

**Exhibit C** – The Dispute Resolution Process

**Exhibit D** – Consultant Performance Evaluations

**Appendix A** – Prohibition of Discrimination in State Contracts

**Appendix B** – TITLE VI Assurance

**Appendix C** – Assurances that Recipients and Contractors Must Make

**Appendix D** – Local Consultant Conflict of Interest

**Appendix E** – Public Relations Communications, and Use of Project Information for External Audiences

**Appendix G** – Prime Consultant State of DBE Sub-Consultant Payments

**Attachment A** – Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
– Primary Covered Transactions

**Attachment B** – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

**Attachment C** – Transportation Certification of Indirect Rate

**EXHIBIT A**

**CONSULTANT Proposal: Scope of Services**



March 8, 2022

Adam Zettel, AICP  
City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473

**RE: Construction Engineering Services – Morrish Road Rehabilitation  
MDOT Job Number: 207635**

Dear Mr. Zettel:

Orchard, Hiltz & McCliment, Inc. (OHM) appreciates the opportunity to submit a proposal to be part of your Construction Team for the Morrish Road Rehabilitation project. OHM is excited to continue to be part of the City of Swartz Creek's ongoing street reconstruction efforts.

### PROJECT UNDERSTANDING

The design of the Morrish Road Rehabilitation project has been completed and was included in the March 4, 2022 Michigan Department of Transportation (MDOT) Letting. We understand the low bidding contractor was Ace-Saginaw Paving Company at a cost of \$761,976.61 and that we anticipate the official award will be made within the next few weeks. The City has the construction engineering programmed for \$110,043 and will receive Federal Funding (81%) for this service, with the local match being 19%.

The project will consist of milling and resurfacing Morrish Road with asphalt from Miller Road to Bristol Road. Per the construction plans, limited areas of deteriorated curb and gutter will be replaced throughout the project, permanent signing, pavement marking, localized areas of base repair and subgrade undercutting will be completed and drainage structures will be adjusted over the entire project length. All the sidewalk ramps will be investigated and updated as necessary to conform to ADA standards. The project is scheduled to begin no earlier than April 4, 2022 and to be open to traffic by August 13, 2022.

### SCOPE OF SERVICES

OHM proposes the following scope of services to assist the City of Swartz Creek with Construction Engineering Services:

#### **OHM Advisors**

G3101 W BRISTOL ROAD  
FLINT, MICHIGAN 48507

T 810.396.4015  
F 734.522.6427

[OHM-Advisors.com](http://OHM-Advisors.com)



### ▼ Staking services

OHM will provide construction staking for proposed sidewalk ramps and any other features requested by the contractor. Staking will be placed at the intervals and elevations requested by the Contractor. Due to the nature of the project, limited construction staking is anticipated.

### ▼ Field Inspection services

Construction Inspection will be performed by a Field Engineering Technician and will consist of full-time on-site observation of the work performed by the Contractor(s) to document and report the construction and progress. The Field Engineering Technician will ensure the project is built in conformance with the plans and specifications that all incorporated materials meet testing requirements. Inspector Daily Reports (IDRs) will be prepared documenting pay item quantities and the general work progress for the day. Inspection duties will be ongoing throughout construction to final inspection and acceptance of the project.

Another vital service provided by the Field Engineering Technician will be the inspection of the construction site to assure the proper soil erosion and sedimentation controls are in place. An MDEQ certified NPDES Storm Water Operator will be assigned to inspect and document the project per the NPDES requirements and the required form will be completed after each review identifying the status of the soil erosion control measures and what directive(s) was given to the Contractor.

### ▼ Materials Testing services

OHM will provide materials testing on this project for concrete and hot mix asphalt pavement. Density testing of each pavement layer will be conducted by OHM staff and the applicable MDOT forms will be completed and included in the project file. All materials testing will be completed by MDOT certified staff and all required documentation will be completed in accordance with MDOT requirements.

OHM has teamed up with SMAC Testing, Inc. to complete the duties related to HMA Materials Testing performed at the asphalt plant.

### ▼ Construction Administration services

Contract Administration shall consist of Office Technician and Construction Engineering Services. The Office Technician portion shall include documenting the construction using MDOT's Field Manager program. Included under this item of work is all documentation required by MDOT including the following:

- Initial Field Manager setup and distribution of 'Read-Only' copies as requested

#### **OHM Advisors**

63101 W. BRISTOL ROAD  
FLINT, MICHIGAN 48507

T 810.396.4015  
F 734.522.6427

[OHM-Advisors.com](http://OHM-Advisors.com)



- Verify all forms for subcontractors are complete and pay items are associated with the appropriate subcontractors
- Review Materials Source Lists to assure they are in accordance with MDOT standards
- Ensure all project information is uploaded into ProjectWise to ease the documentation flow process
- Generate bi-weekly pay estimates for review and approval by the Project Engineer
- Coordinate draft documentation and distribute to the City, MDOT and the Project Engineer for review and approval
- Generate any Contract Modifications and compile supporting documentation
- Verify compliance of prompt payment requirements
- Compile certified payroll documentation, complete reviews and prepare any correspondence regarding compliance or additional information for the Project Engineer's signature
- Facilitate completion of Contractor Performance Evaluations (CPE's) and circulate for signatures
- Work with project engineer on closeout process, including final pay estimate, file review and certification.

The Construction Engineering portion will include facilitating the preconstruction meeting, aiding the City or Contractor in the interpretation of the contract documents, reviewing project schedules and coordinating bi-weekly progress meetings to monitor project schedule, compliance with the Special Provisions, Progress Clause, and other specific requirements of the contract. OHM will assist the City with drafting letters to businesses and residents as applicable during construction, perform shop drawing reviews, resolve construction issues or problems, review and make recommendations to the City and MDOT regarding claims from the Contractor.

As you are aware, this project will occur in conjunction with the TAP/DNR trail construction. OHM understands the City wishes to share resources between the two projects to save on costs. We will strive to accommodate this request when feasible.

## COMPENSATION AND SCHEDULE

The estimate cost for the services noted above is \$108,269.32, which includes a fixed fee of \$10,123.32.

In order for MDOT to reimburse the City the Federal Funds for construction engineering services, the City shall enter into a 3rd Party Agreement with MDOT and OHM. This proposal will be attached as part the 3rd Party Agreement for review and execution if approved.





We are prepared to schedule a preconstruction meeting with the Contractor as soon as the official award is made, and we anticipate the meeting to take place in April 2022. At that time, we will confirm the construction schedule with the Contractor.

We look forward to being a part of the team and working with the City on another successful project. Should you have any questions regarding this proposal, please feel free to call me at (810) 396-4015.

Sincerely,  
OHM



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Andrew J. Harris, PE  
Principal

**City of Swartz Creek  
Construction Engineering Services  
Morrish Road Rehabilitation - MDOT Job Number: 207635**

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

Title: \_\_\_\_\_

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

**DERIVATION OF PRIME CONSULTANT COSTS**

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

<b>MDOT CONTROL SECTION(S) - JOB NUMBER(S):</b> <b>CS - JN207635CE</b>	<b>CONTRACT / AUTHORIZATION #:</b>	<b>FIRM ROLE:</b> <b>Prime Firm</b>
<b>PRIME CONSULTANT NAME:</b> <b>Orchard, Hiltz &amp; McCliment, Inc.</b>	<b>PROJECT DESCRIPTION:</b>	

<b>PRIME LABOR:</b>						
<i>CLASSIFICATION</i>	<i>HOURS</i>	<i>x</i>	<i>RATE/HR</i>	<i>=</i>	<i>LABOR COST</i>	
Prof Eng/Arch III	20	x	\$ 48.59	=	\$	971.80
Associate	4	x	\$ 56.21	=	\$	224.84
Prof Eng/Arch I	40	x	\$ 36.29	=	\$	1,451.60
Technician IV	50	x	\$ 43.74	=	\$	2,187.00
Technician II	924	x	\$ 26.96	=	\$	24,911.04
Surveyor III	32	x	\$ 32.64	=	\$	1,044.48
Surveyor II	32	x	\$ 26.28	=	\$	840.96
Prof Surveyor III	10	x	\$ 53.43	=	\$	534.30
<b>Total Hours: 1112</b>						<b>Total Labor \$ 32,166.02</b>

<b>PRIME OVERHEAD: (Total Labor x Overhead Rate)</b>	
Overhead Rate: <u>186.11%</u>	<b>Total Overhead \$ 59,864.18</b>

<b>PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)</b>	
F.C.C.M. Rate: <u>0.36%</u>	<b>Total F.C.C.M. \$ 115.80</b>

<b>PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)</b>	
Fixed Fee Rate: <u>11%</u>	<b>Total Fixed Fee \$ 10,123.32</b>

<b>TOTAL PRIME FIRM COSTS \$ 102,269.32</b>	
<i>Firm Role: Prime Firm</i>	<i>Note: Payment Method = ACFF</i>

**DERIVATION OF SUBCONSULTANT COSTS**

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

<b>MDOT CONTROL SECTION(S) - JOB NUMBER(S):</b>  <p style="text-align: center;"><b>CS - JN 207635CE</b></p>	<b>CONTRACT / AUTHORIZATION #:</b>	<b>FIRM ROLE:</b>  <p style="text-align: center;"><b>Tier 1 sub</b></p>
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<b>SUBCONSULTANT NAME:</b>  <p style="text-align: center;"><b>SMAC Testing, Inc.</b></p>	<b>PROJECT DESCRIPTION:</b>
--	-----------------------------

<b>SUB LSUM / MILE / UNIT COSTS:</b>						
<u>Items</u>	<u>Quantity</u>	<u>@</u>	<u>Bid Price</u>	<u>Unit</u>	=	<u>Item Price</u>
SMAC Testing, Inc.	1.00	@	\$ 6,000.000	LS	=	\$ 6,000.00
<b>Total Unit Costs</b>						<b>\$ 6,000.00</b>

<b>TOTAL SUBCONSULTANT COSTS</b>						<b>\$ 6,000.00</b>
<i>Note: Payment Method = \$ -</i>						

## **EXHIBIT B**

### **PROFESSIONAL LIABILITY INSURANCE**

**June 27, 1996**

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

**EXHIBIT C**  
**THE DISPUTE RESOLUTION PROCESS**  
**November, 2015**

**BACKGROUND**

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

## **THE PROCESS – OVERVIEW**

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

**Category 1 – Design Issues** The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

**Category 2 – Design/Construction Engineering Issues** The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans.. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

**Category 3 – Construction Engineering Issues** The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The **LOCAL AGENCY** will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

## **PROCESS – DISPUTE RESOLUTION**

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

### **Level 1 – Omissions and Errors Identification and Correction**

**Step A** – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

**Step B** – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

**Step C** – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those

set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

### **Level 2 – Cost Responsibility Determination**

**Step A** – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

**Step B** – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify, a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

### **Level 3 – Cost Recovery or Payment**

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

**Cost Recovery** The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

**Payment** The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.



Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

**EXHIBIT D**  
**CONSULTANT PERFORMANCE EVALUATIONS**

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted. .

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.
2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.
6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking

## APPENDIX B TITLE VI

### ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR'S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.
  - b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

6. **Incorporation of Provisions**: The CONTRACTOR shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation from a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interests of the state. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

### **Assurances that Recipients and CONTRACTORs Must Make** (Excerpts from US DOT Regulation 49 CFR § 26.13)

1. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

The CONTRACTOR, subrecipient or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of THIS CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of THIS CONTRACT, which may result in the termination of THIS CONTRACT or such other remedy as the recipient deems appropriate.

(Revised October 1, 2005)

## **APPENDIX D**

### **LOCAL CONSULTANT CONFLICT OF INTEREST**

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

## **Appendix E**

### **Public Relations Communications, and Use of Project Information for External Audiences**

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).



**Appendix G**

**Prime Consultant State of DBE Sub-Consultant Payments**

## ATTACHEMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)  
**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters -- Primary Covered Transactions**

### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT

or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

## ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER  
TIER COVERED TRANSACTIONS**

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-  
- Lower  
Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

## Attachment C Transportation Certification of Indirect Rate

Michigan Department  
Of Transportation  
5108L (01/11)

### CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Title) President, President or equivalent) or Chief Financial Officer.

#### PROJECT INFORMATION

MOOT CONTROL SECTION(S)-JOB NUMBERS(S):	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY:	
PROJECT DESCRIPTION:	

#### DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE: \_\_\_\_\_

DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy): \_\_\_\_\_

FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_ to \_\_\_\_\_

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief.

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

#### CONSULTANT INFORMATION

ROLE <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Tier 1 Sub <input type="checkbox"/> Tier 2 Sub			
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER (Must match prequalification file):	
COMPANY ADDRESS:	CITY:	STATE:	ZIP CODE:
EMAIL ADDRESS:	PHONE NO.:		

#### CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title):	SIGNATURE OF CERTIFYING OFFICIAL:
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