



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586.469.5125 ~ Fax: 586.469.5993
www.macombBOC.com

BOARD OF COMMISSIONERS

REGULAR SESSION

THURSDAY, MAY 14, 2015, 7 P.M.

FINAL AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Invocation by **Commissioner James Carabelli**
5. Adoption of Agenda
6. Approval of Minutes dated April 29 and May 7, 2015 **(previously distributed)**
7. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)
8. Correspondence from Executive (**none**)
9. Approve or Reject Stephen Smigiel as Director of Finance (**page 1**) **(attached)**
10. **APPOINTMENTS:**

Executive Appointment with Board Concurrence

a) **ART INSTITUTE AUTHORITY**

3 vacancies (2 – 3 year terms to expire 4-30-18 and 1 – 2 year term to expire 4-30-17;
upon submission of Articles of Incorporation amendment to the Secretary of State)
(3 applications are attached) (page 10)

- b) Board Chair and Executive Appointments to Art Institute Authority **(attached)**
(receive and file only) (page 24)

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair
District 4

Kathy Tocco – Vice Chair
District 11

Steve Marino – Sergeant-At-Arms
District 10

Andrey Duzyj – District 1

Marvin Sauger – District 2

Veronica Klinefelt – District 3

Robert Mijac - District 5

James Carabelli – District 6

Don Brown – District 7

Kathy Vosburg – District 8

Fred Miller – District 9

Bob Smith – District 12

Joe Sabatini – District 13

11. **COMMITTEE REPORTS:**

- a) Finance, May 7 (page 35) (attached)
- b) Infrastructure/Economic Development, May 12 (waived by Finance Committee Chair) (page 38) (attached)

12. Item Waived by Health and Human Services and Finance Committee Chairs:

- a) Budget Amendment/Chronic Disease Coordinating Networks Grant/Health (page 159) (attached)

13. Board Chair's Report (page 170) (attached)

14. **PROCLAMATIONS:**

- a) Commending Brandon Kuhn – Eagle Scout (offered by Brown; recommended by Infrastructure/Economic Development Committee on 5-12-15; previously provided at committee meeting)

15. New Business

16. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)

17. Roll Call

18. Adjournment



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

--	--

RESOLUTION

Resolution to:

Confirm the appointment of Stephen Smigiel as Director of Finance.

Introduced By:

Dave Flynn, Board Chair

Additional Background Information (If Needed):

Committee

Meeting Date

Government Operations

5-5-15 (interview)

Full Board

5-14-15 (appointment)



Macomb County Executive

Mark A. Hackel

Mark F. Deldin
Deputy County Executive

TO: David Flynn, Board Chair, and Members of the Commission

FROM: Mark F. Deldin *MFD*

DATE: April 29, 2015

RE: Director of Finance Appointment

As you know, Stephen Smigiel began serving as Interim Finance Director in September of 2014. Since that time he has performed very professionally and effectively in that role. Stephen recently guided us through the largest bond sale in County history when 263 million dollars of bonds were issued to secure our retiree health care obligations out into the future.

This period of interim service has allowed all of us to watch how Steve has functioned in the lead position as Director of Finance and I have come to believe that he is very well suited to continue in that role on a permanent basis. Therefore, as prescribed by Section 7.5.2 of the Charter, the County Executive is hereby appointing Stephen Smigiel as Director of Finance and submitting this appointment to you for confirmation. This appointment will become effective on the first day of the pay period following your confirmation of the appointment with compensation to be set within the salary range listed on the attached posting.

Attached for your information is a copy of the Job Posting and an updated resume for Mr. Smigiel. Steve has served in various capacities with our Finance Department for the past 25 years.

On behalf of County Executive Mark A. Hackel, I am very pleased to be able to appoint Mr. Smigiel to this very important position and hope that you share our enthusiasm for him and will confirm his appointment. Please let me know if you have any questions or need any additional information.

MFD/smf

Attachments

cc: Mark A. Hackel



MACOMB COUNTY
invites applications for the position of:
Director, Finance

An Equal Opportunity Employer

SALARY: \$105,709.93 - \$132,137.42 Annually

OPENING DATE: 09/29/14

CLOSING DATE: Continuous

GENERAL RESPONSIBILITIES:

CURRENT HOURS AND STARTING TIME: Full-time (37.5 hours per week) position. The starting time for this position is currently 8:00 a.m.

DEPARTMENT: Finance

F.L.S.A. STATUS: Exempt

HIRING AUTHORITY: County Executive

This position is "at-will" under the County Human Resource Policy.

Under direction, serves as the Chief Financial Officer and is responsible Purchasing, Risk Management and Equalization as well as the overall management and administration of County fiscal policies, procedures and regulations; provides direction for accounting, budgetary, and financial procedures and requested appropriations; responsible for the preparation of the comprehensive Annual Financial Report for the County, as well as the preparation and execution of the County's Budget; directs related procedures, initiates, studies, and recommends improvements to fiscal policies and controls; directs managerial, professional and support staff; performs related duties as assigned.

ESSENTIAL FUNCTIONS:

Reviews annual budget requests in relation to available resources and prepares County budget recommendations.

Provides financial management and reporting information to County agencies as necessary.

Develops, presents and implements County budgetary and accounting policies, procedures and regulations.

Provides fiscal and technical advice in the form of fiscal notes and reports.

Plans, directs and administers Department planning, budgeting, and operations including the development of goals, objectives and performance measures.

Reviews, analyzes and reports on legislation and related documents from State and Federal governments, which impact County fiscal procedures and operations.

Directs and coordinates the development and administration of new accounting systems, including computerized systems.

Directs the maintenance of financial accounts detailing assets, liabilities, revenues, expenditures, and equity for County funds in accordance with Generally Accepted Accounting Principles.

Directs continuous evaluation and review of budgetary and accounting methods and procedures within the various County agencies to ensure compliance with administrative and legislative requirements.

Directs periodic budgetary orientation meetings and assists County agencies in the development of annual budget requests, including program functions, statements of goals and objectives, and service efforts and accomplishments.

Directs and coordinates with other departments in the planning, developing and conducting of program review and management improvement studies to determine program and management effectiveness and efficiency.

Prepares detailed salary and fringe benefit forecasts in conjunction with Human Resources for purposes of labor contract costing and budget preparation.

Directs the preparation of the County's Comprehensive Annual Financial Report.

Serves as liaison with the certified auditors for the County's financial statements.

Directs managerial, professional and support staff.

Provides departmental supervision and oversight for Purchasing, Risk Management and Equalization.

Operates an automobile while performing assigned job duties.

Complies with P.A. 390, as amended, known as the State's Emergency Management Act and the County's Emergency Management resolution as well as all related plans, policies and procedures covered by these statutes.

ADDITIONAL FUNCTIONS:

The statements contained in this position description are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not to be construed as an exhaustive list of all job duties performed.

EDUCATION, TRAINING AND EXPERIENCE:

A Bachelor Degree in Business Administration, Accounting or a directly related field from an accredited college or university.

A Master Degree in Business Administration, Accounting or a directly related field from an accredited college or university is preferred.

A minimum of eight (8) years of experience supervising or managing activities related to budgeting, accounting, economic forecasting and financial analysis, preferably in the public sector.

Be physically able to perform the essential functions of the position, with or without reasonable accommodation.

ADDITIONAL QUALIFICATIONS:

Knowledge of current management principles, practices, and techniques relative to governmental budgeting, financing, actuarial analysis, accounting and reporting functions as required in the administration of a complex governmental organization.

Ability to initiate, plan, develop, coordinate and implement multi-program and multi-management budget and accounting activities involved in the operations of County agencies.

Knowledge of the utilization of technology in the preparation and implementation of budget and accounting documents, reports and activities.

Knowledge of long range financial planning processes and economic forecasting techniques.

Knowledge of the laws, ordinances, and regulations governing fiscal and budgetary operations of the County.

Ability to develop and analyze financial and operational reports regarding programs, budgets and operations.

Ability to effectively speak, write and understand the English language.

Ability to speak and understand a language other than English is preferred.

Ability to prepare and present written and verbal reports in a clear and logical manner.

Ability to direct, manage and organize the work of managerial, professional and support staff.

Ability to conduct meetings and make group presentations.

Possession of a valid Michigan driver's license and an operable insured automobile for authorized travel.

Ability to establish and maintain effective working relationships with elected officials, administrators, Department Heads, staff, external organizations, community groups and the public.

Ability to conduct oneself with tact and courtesy.

APPLICATIONS MAY BE FILED ONLINE AT:
<http://www.macombgov.org>

Job #14-00325
DIRECTOR, FINANCE
DF

OUR OFFICE IS LOCATED AT:
120 N. Main Street
1st Floor
Mt. Clemens, MI 48043
586-469-5280
human.resources@macombgov.org

An Equal Opportunity Employer

Director, Finance Supplemental Questionnaire

- * 1. Do you possess a Bachelor Degree in Business Administration, Accounting or a directly related field from an accredited college or university?
 - Yes
 - No
- * 2. How many years of experience do you have supervising or managing activities related to budgeting, accounting, economic forecasting or financial analysis?
 - Less than 4 years of experience
 - 4 to 6 years of experience
 - 6 to 8 years of experience
 - 8 or more years of experience
- * 3. Do you possess a Master Degree in Business Administration, Accounting or a directly related field from an accredited college or university?
 - Yes
 - No
- * 4. How many years of experience do you have working in the public sector?
 - Less than 4 years of experience
 - 4 to 6 years of experience
 - 6 to 8 years of experience
 - 8 or more years of experience
- * Required Question

Stephen L. Smigiel, CPA

26252 Wexford
Warren, MI. 48091
810-701-1453
slsmigiel@yahoo.com

Analytical and results-oriented financial professional with 29 years of progressively more responsible public sector accounting, auditing and financial management experience. Broad-based experience encompasses policy development, budgeting and financial reporting, computer system implementations and public presentations to legislative bodies and employee groups. Highly ethical and approachable self-starter with a reputation of a strong work ethic and the ability to consistently achieve objectives. Extensive knowledge and understanding of generally accepted accounting principles, financial reporting, auditing procedures, budgeting, forecasting and internal controls.

PROFESSIONAL EXPERIENCE

Interim Finance Director, County of Macomb, Michigan, September 2014 - Present

- Responsible for developing , recommending and implementing County-wide financial policies and procedures
- Recommended the structuring of a \$263 million OPEB bond issue and coordinated the delivery of those bonds, including presentations to the Board of Commissioners and the State Department of Treasury review panel
- Lead presenter on the County's two most recent ratings presentations
- Coordinated the preparation of the County's 2015-2019 five year Capital Improvement Plan
- Developed and recommended the financing structure of a \$45 million capital improvement bond issue
- Secretary of the Macomb County Employees' Retirement System
- Executive appointee to the Macomb County Retiree Health Care Board and the Macomb County Retirees' Health Care Intermediate Trust Board

Assistant Finance Director-Management & Budget, County of Macomb, Michigan, March 2011 - September 2014

- Directed the preparation of the \$600 million annual County budget of the third largest County in Michigan, including presentations to the Board of Commissioners.
- Supervised the Budgeting and Forecasting, Payroll, Purchasing and Risk Management functions.
- Initiated, developed and implemented a new design format for the County budget, including a narrative overview, resulting in a more transparent and understandable document.
- Ensured compliance with State Revenue Sharing incentive program, including the design and preparation of the County's Citizens Guide and Performance Dashboard
- Prepared credit rating presentation exhibits and served as a delegation member on several credit rating presentations.
- Prepared 20 year long range financial forecasts

Accounting Manager, County of Macomb, Michigan, August 1997 - March 2011

- Supervised all aspects of the accounts receivable, accounts payable cash receipts and payroll functions
- Managed and coordinated the annual audit and responsible for preparation of the Comprehensive Annual Financial Report
- Reviewed internal controls of various departments throughout the County
- Co-managed the implementation of the County's current integrated financial management and payroll systems
- Prepared exhibits used in credit rating presentations, member of delegation team on one occasion

Audit Officer, County of Macomb, Michigan, June 1990 - August 1997

- Created system for and responsible for implementing in-house preparation of the Comprehensive Annual Financial Report, resulting in significantly reduced annual audit fees
- Reviewed and strengthened internal controls surrounding inmate trust accounts at the County jail
- Conducted internal control audits of cash receipting operations throughout the County.

Staff Auditor/Senior Auditor, BDO Seidman, Detroit, MI., June 1986 – April 1990

EDUCATION, LICENSES AND SKILLS

University of Michigan - Flint, Bachelor of Business Administration - Concentration in Accounting, 1986

Certified Public Accountant – Michigan, 1988

REFERENCES

David Diegel, Retired Finance Director – Macomb County

Peter Provenzano, Vice Chancellor of Administrative Services– Oakland Community College

David Herrington, Partner – Plante Moran CPAs



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

TO: Dave Flynn, Board Chair

FROM: Pamela J. Lavers, Assistant County Executive *PJL*

DATE: April 29, 2015

RE: **ART INSTITUTE AUTHORITY APPOINTMENTS**

As provided under the Articles of Incorporation of the Macomb County Art Institute Authority, Article 3.1, this memorandum serves as notice of the Executive's nominations to the Art Institute Authority as presented to you for Board approval:

- Ms. DiAnne Pellerin to serve a three (3) year term to expire April 30, 2018 (see attached application)
- Ms. Jennifer Callans, Ph.D. to serve a three (3) year term to expire April 30, 2018 (see attached application)
- Ms. Kathy Grenda to serve a two (2) year term to expire April 30, 2017 (see attached application).

Thank you for your attention to this transmittal and I am available to answer any questions or concerns which you or the Board members may have.

PJL/smf

cc: Jennifer Callans, Ph.D.
Kathy Grenda
DiAnne Pellerin
Jill Smith

**APPLICATION FOR APPOINTMENT
MACOMB COUNTY BOARD OR COMMISSION**
(Please note only legible applications can be considered)

I, DiAnne M. Pellerin Macomb Arts Aut
Name, hereby make application for appointment to _____
_____ for 3 from May 1, 2015
Name of Board or Commission Number of years Exact Dates of Appointment
to May 1, 2018

TO THE MACOMB COUNTY BOARD OF COMMISSIONERS:

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

13807 Silent Woods Drive, Shelby Twp., Michigan, 48315
1. I reside at _____
Street City Zip
Macomb 1995
County and have since _____

Mailing address if different than above: _____

Telephone: 586.566.3318 Cell Phone: 586.219.1349

Email: dpellerin5@comcast.net

2. I am at least 18 years of age: Yes No

3. I am currently registered to vote: Yes No

4. Citizen of Macomb
Country

5. Employer: Retired

Telephone: _____

a. Indicate nature of your work: _____

b. Title: _____

RECEIVED

APR 27 2015

BOARD OF COMMISSIONERS

6. Educational level and degrees received: Doctorate (WSU), MAT (Oakland), BS (MSU)

7. I presently hold the following appointments and elected positions:

Title Appointment or Election Date

Title Appointment or Election Date

Title Appointment or Election Date

8. Previously held appointments and/or elected positions:

Title Dates Served

Title Dates Served

Title Dates Served

9. Have you even been convicted of a felony? If yes, list each, giving date, nature of offense or violation, name and location of court, the penalty imposed, if any, or the disposition of the case. A conviction will not automatically bar you from an appointment.

NO

10. Do you have a conflict of interest or a potential conflict of interest such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment).

NO

11. List any family members who are or have been employed by Macomb County or are or have been elected to County offices.

NONE

12. Is this an application for reappointment? Yes No

If yes, how many years have you served on this board? ³ _____

Please indicate your attendance record for the term(s) served ¹⁴ / ¹⁶
No. of meetings attended / No. of meetings held

Comments/Clarification (only if necessary) _____

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County.

I believe the knowledge, skills and experiences I have gained though out my 35+ years as an education

I hereby apply for appointment to Macomb County Art Institute Authority and do swear or affirm
Board or Commission
that (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

Dianne M. Pellegrini
Signature

Dianne M. Pellegrini
Name (Print or Type)

Subscribed and sworn to before me this
27th day of April, 2015.

Patricia E. Dib

Notary Public
Macomb County, Michigan

My commission expires: 10-5-2017

PATRICIA E. DIB
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires October 5, 2017
Acting in the County of Macomb

Note: Applicants may – but it is not required – attach additional information pertaining to this Application for Appointment if attachments do not exceed the maximum for each item listed below:

- Resume – up to one page
- Letter of Reference – up to two pages
- Letter of Intent – up to one page

The following is for Board Office use only:

Overseeing Committee: _____

Chair Review for Compliance: _____
(Commissioner Sign-off)

(revised 02/09 pd)

DiAnne M. Pellerin
13807 Silent Woods Drive
Shelby Township, MI 48315
Dpellerin5@comcast.net (586)566-3318

April 27, 2015

To the Macomb County Board of Commissioners:

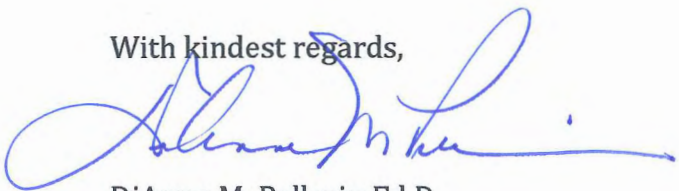
It would be my pleasure to continue to serve on the Macomb County Art Institute Authority as the representative for the Macomb County Intermediate School District as recommended by Michael DeVault, Superintendent, and Dr. Judy Pritchett, Chief Academic Officer. I am pleased with the accomplishments that have been realized throughout the first three years of the agreement with the Detroit Arts Institute and Macomb, Oakland and Wayne counties and am committed to continued support of school, senior and community partnerships, specifically for Macomb County residents.

I have been a lifelong resident of Macomb County and am retired after serving as an educator in the county for 35+ years. As a lifelong resident, I am committed to supporting activity that will ensure the future of our county and facilitate our growth and development as a community. As an educator, I remain a strong advocate for Macomb County students and committed to developing the talent and potential of our youth.

I understand the role and responsibilities of the Macomb County Art Institute Authority as set forth in the Articles of Incorporation. I believe my education, experience and skills have and will continue to enable me to be an effective member of the Authority.

Thank you for your consideration.

With kindest regards,



DiAnne M. Pellerin Ed.D.

Cc Dr. Judy Pritchett

RECEIVED

APR 24 2015

BOARD OF COMMISSIONERS

APPLICATION FOR APPOINTMENT
MACOMB COUNTY BOARD OR COMMISSION
(Please note only legible applications can be considered)

I, Jennifer Callans, Ph.D., hereby make application for appointment to Art Institute Authority
Name
for three from May 1, 2015
Name of Board or Commission Number of years Exact Dates of Appointment
to April 30, 2018.

TO THE MACOMB COUNTY BOARD OF COMMISSIONERS:

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

1. I reside at 92 Welts; Mount Clemens, MI, 48043
Street City Zip
Macomb and have since 2006
County

Mailing address if different than above: _____

Telephone: 586-421-5050 Cell Phone: 586-354-5536

Email: jmcallans@gmail.com

2. I am at least 18 years of age: Yes No

3. I am currently registered to vote: Yes No

4. Citizen of USA
Country

5. Employer: United Way for Southeastern Michigan

Telephone: 313-226-9200

a. Indicate nature of your work: Oversee funding of Early Childhood work

b. Title: Director of Early Childhood

EXECUTIVE OFFICE

APR 27 2015

RECEIVED

6. Educational level and degrees received: Ph.D., Anthropology, SUNY Stony Brook
B.A., Anthropology and Sociology, University of Michigan Ann Arbor

7. I presently hold the following appointments and elected positions:

Chair, Board Development, Detroit Artists Market August 2013

Title Appointment or Election Date

Chair, The Arts Day, Leadership Macomb June 2011

Title Appointment or Election Date

Title Appointment or Election Date

8. Previously held appointments and/or elected positions:

Henry Ford Macomb Healing Arts Committee 2008-2011

Title Dates Served

Kresge Arts in Detroit Advisory Council 2008-2011

Title Dates Served

Title Dates Served

9. Have you even been convicted of a felony? If yes, list each, giving date, nature of offense or violation, name and location of court, the penalty imposed, if any, or the disposition of the case. A conviction will not automatically bar you from an appointment.

None.

10. Do you have a conflict of interest or a potential conflict of interest such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment).

None.

11. List any family members who are or have been employed by Macomb County or are or have been elected to County offices.

None.

12. Is this an application for reappointment? Yes No

If yes, how many years have you served on this board? Three

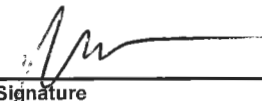
Please indicate your attendance record for the term(s) served 15 / 16
No. of meetings attended No. of meetings held

Comments/Clarification (only if necessary) _____

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County.

As a native of Macomb County with decades experience in nonprofit management and the arts, I have a strong interest as well as a personal commitment to ensuring that Macomb County's contract with the Detroit Institute of Arts is implemented to the benefit of all our county's citizens. My three years' service as Secretary of the Art Institute Authority have also taught me a great deal about civic process and the responsibilities of this authority, and I would like to further serve my friends and neighbors in the county.

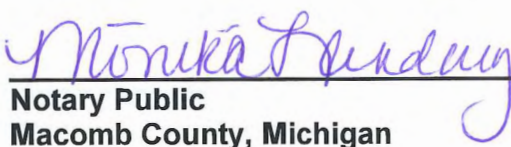
I hereby apply for appointment to Macomb Art Institute Authority and do swear or affirm
Board or Commission
that (1) if appointed, I will comply with all statutory and other requirements and obligations of
my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said
appointed position; (3) I hold no position or appointment which is a conflict of interest with the
appointed position applied for; and (4) to the best of my knowledge and belief, I possess the
requisite qualifications for the office I am seeking.



Signature
Jennifer Callans

Name (Print or Type)

Subscribed and sworn to before me this
24 day of April, 2015.



Notary Public
Macomb County, Michigan

MONIKA L. ANDARY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Nov 17, 2017
ACTING IN COUNTY OF Macomb

My commission expires: 11/17/17

Note: Applicants may – but it is not required – attach additional information
pertaining to this Application for Appointment if attachments do not exceed
the maximum for each item listed below:

- Resume – up to one page
- Letter of Reference – up to two pages
- Letter of Intent – up to one page

The following is for Board Office use only:

Overseeing Committee: _____

Chair Review for Compliance: _____
(Commissioner Sign-off)

(revised 02/09 pd)

6. Educational level and degrees received: Master of Arts-Humanities; Bachelor of Arts-Psychology

7. I presently hold the following appointments and elected positions:

Macomb County Art Institute Authority, Member May, 2012

Title	Appointment or Election Date
-------	------------------------------

Title	Appointment or Election Date
-------	------------------------------

Title	Appointment or Election Date
-------	------------------------------

8. Previously held appointments and/or elected positions:

President, Anton Art Center	2009-2010
-----------------------------	-----------

Title	Dates Served
-------	--------------

Trustee, Anton Art Center	2004-2009
---------------------------	-----------

Title	Dates Served
-------	--------------

Title	Dates Served
-------	--------------

9. Have you even been convicted of a felony? If yes, list each, giving date, nature of offense or violation, name and location of court, the penalty imposed, if any, or the disposition of the case. A conviction will not automatically bar you from an appointment.

no

10. Do you have a conflict of interest or a potential conflict of interest such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment).

no

11. List any family members who are or have been employed by Macomb County or are or have been elected to County offices.

none

12. Is this an application for reappointment? Yes No

If yes, how many years have you served on this board? Three

Please indicate your attendance record for the term(s) served 13 / 16
No. of meetings attended No. of meetings held

Comments/Clarification (only if necessary) _____

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County.

I have been a life-long supporter of the arts and its importance to the community and society at large. I have an MA degree in humanities, have taught humanities courses for approximately 15 years, regularly taking my students to experience the art of the DIA. I have been a member of the DIA for approximately 35 years and am familiar with its art, programs and cultural importance. I have lived in Macomb County for close to 40 years.

I hereby apply for appointment to Macomb County Art Institute Authority and do swear or affirm
Board or Commission
that (1) if appointed, I will comply with all statutory and other requirements and obligations of
my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said
appointed position; (3) I hold no position or appointment which is a conflict of interest with the
appointed position applied for; and (4) to the best of my knowledge and belief, I possess the
requisite qualifications for the office I am seeking.

Katherine L. Grenda
Signature

Katherine L. Grenda
Name (Print or Type)

Subscribed and sworn to before me this
28 day of APRIL, 2015.

Monika L. Andary
Notary Public
Macomb County, Michigan

MONIKA L. ANDARY
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Nov 17, 2017
ACTING IN COUNTY OF macomb

My commission expires: 11/17/17

Note: Applicants may – but it is not required – attach additional information
pertaining to this Application for Appointment if attachments do not exceed
the maximum for each item listed below:

- Resume – up to one page
- Letter of Reference – up to two pages
- Letter of Intent – up to one page

The following is for Board Office use only:

Overseeing Committee: _____

Chair Review for Compliance: _____
(Commissioner Sign-off)

(revised 02/09 pd)



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
 Mount Clemens, Michigan 48043
 586.469.5125 ~ Fax: 586.469.5993
www.macombBOC.com

May 8, 2015

TO: Honorable Commissioners
 FROM: Dave Flynn, Chairman
 RE: Appointments to the Macomb Arts Authority

Public Act 296 (2010, MCL 123.1201) established the Macomb County Art Institute Authority (Macomb Arts Authority). Per the statute, there are seven members: two appointed by the County Executive; two appointed by the Board Chairman; three appointed by the County Executive with confirmation of the Board of Commissioners.

The purposes for which the Authority is organized are to support the operation of the Detroit Institute of Arts (DIA); enhance the world-class art collection of the DIA; contract for services to provide meaningful and educational experiences involving the appreciation of an encyclopedic art museum; and engage in activity and exercise any and all powers incidental and necessary for the accomplishment of the purposes of its formation.

Please be advised that I have appointed the following individuals to serve as the Board Chairman appointees to the Macomb Arts Authority:

- Edward A. Bruley, three year term
- Jennifer Nowaczok-Miller, two year term

Terms are per the recent amendments to the Articles of Incorporation of the Macomb Arts Authority.

I firmly believe these two highly-qualified individuals possess the expertise, background and skillset to serve as valuable members of the Authority and will commit the time and energy necessary to carry out their duties.

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair
 District 4

Kathy Tocco – Vice Chair
 District 11

Steve Marino – Sergeant-At-Arms
 District 10

Andrey Duzyj – District 1

Marvin Sauger – District 2

Veronica Klinefelt – District 3

Robert Mijac - District 5

James Carabelli – District 6

Don Brown – District 7

Kathy Vosburg – District 8

Fred Miller – District 9

Bob Smith – District 12

Joe Sabatini – District 13

Application for Appointment or Re-Appointment to
Macomb County Board/Commission

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

Name of Board/Commission to which appointment is being made:

Macomb Arts Authority

Term: 3 years; from 5-16-2015 (date/year) to 5-16-2018 (date/year)

1. Applicant Information

Name: Edward A Breuley

Residence Address: 38157 Radde

City, Zip Code: 48036 Clinton

County of Residence: Macomb

Mailing Address (if different than above):

Preferred Phone: 586 465 4252 -11

Email: edbreuley

Best method of contact: email or phone

2. I am at least 18 years of age: Yes No

3. I am currently registered to vote: Yes No

4. Citizenship: US

5. Employer: Retired

Employer Address:

Nature of your work:

Position:

6. Educational level, degree(s) received, other relevant certification or endorsements:

BA GRAND Valley University
MA University of Windsor

7. I presently hold the following appointments and elected positions:

Title/Board-Commission: Mount Clemens Schools Trustee

Appointment/Election Date: 2013 - 2016

Title/Board-Commission:

Appointment/Election Date:

Title/Board-Commission:

Appointment/Election Date:

8. Previously-held appointments and/or elected positions:

Title/Board-Commission: Board of Commissioner

Dates Served: 2007 - 2010

Title/Board-Commission:

Dates Served:

Title/Board-Commission:

Dates Served:

9. Have you been convicted of a felony? Yes No

If yes, list each – provide date, nature of offense or violation, name and location of court, penalty imposed (if any) or the disposition of the case. A conviction will not automatically bar you from appointment.

[Empty box for listing convictions]

10. Do you have a conflict of interest or a potential conflict of interest such as a financial or business interest in any contracts, grants, permits, etc., with Macomb County? *
If so, please explain. *Please reference the Macomb County Ethics Policy at www.macombBOC.com.

NO

11. List any family members who are, or have been, employed by Macomb County or who have been elected to County offices.

brother Retired Road Commission

12. Is this an application for re-appointment? Yes No

If yes, how many years have you served on this board/commission?

Please indicate your attendance record for term(s) served:

Number of meetings attended Number of meetings held

Comments/Clarification (if necessary)

13. Briefly indicate your qualifications for appointment to this specific board and the reason you believe your appointment will benefit Macomb County:

- 1 Will look out for the residents of Macomb County for financial and access to DIA.
2. Will try and make connections for Macomb County, groups and Residents.
3. Have been a long time member of both DIA & Anton Art Center.

14. Statement of Application to Board/Commission

I hereby apply for appointment and do swear or affirm that, (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointment position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking:

Signature: *Edward A Bruley*

Printed Name: Edward A Bruley

Date: April 28, 2015

Subscribed and sworn to before me this 28th day of April, 2015

Patricia E. DIB

Notary Public
Macomb County, Michigan

My Commission expires: 10-05-2017

PATRICIA E. DIB
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires October 5, 2017
Acting in the County of Macomb

Note to Applicants: You may – but it is not required – attach additional information pertaining to this Application for Appointment as long as attachments do not exceed the maximum for each item listed below:

- Resume – up to one page
- Letter of Reference – up to two pages
- Letter of Intent – up to one page

**APPLICATION FOR APPOINTMENT
MACOMB COUNTY BOARD OR COMMISSION**
(Please note only legible applications can be considered)

I, Jennifer Nowaczok-Miller, hereby make application for appointment to Macomb Arts Authority
Name

_____ for 3 2 from 5-16-15
Name of Board or Commission Number of years Exact Dates of Appointment
to 5-15-2017

TO THE MACOMB COUNTY BOARD OF COMMISSIONERS:

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

1. I reside at 162 Riverside Dr. Mount Clemens 48043
Street City Zip
Macomb and have since October 31, 2002.
County

Mailing address if different than above: _____

Telephone: 586-567-5711 Cell Phone: 586-567-5711
Email: jmiller@mea.org

2. I am at least 18 years of age: Yes No

3. I am currently registered to vote: Yes No

4. Citizen of United States
Country

5. Employer: Michigan Education Association
Telephone: 586-825-0429

a. Indicate nature of your work: Legal/Advocacy

b. Title: Executive Director

6. Educational level and degrees received: Bachelor of Arts with Honors- University of Michigan
Juris Doctor- University of Michigan

7. I presently hold the following appointments and elected positions:

Precinct Delegate	August, 2014
Title	Appointment or Election Date
MDP State Central	February, 2015
Title	Appointment or Election Date
Title	Appointment or Election Date

8. Previously held appointments and/or elected positions:

Turning Point Board of Directors	2003-2009
Title	Dates Served
9th District Executive Board	
Title	Dates Served
Title	Dates Served

9. Have you even been convicted of a felony? If yes, list each, giving date, nature of offense or violation, name and location of court, the penalty imposed, if any, or the disposition of the case. A conviction will not automatically bar you from an appointment.

No

10. Do you have a conflict of interest or a potential conflict of interest such as a financial or business interest in any contracts, grants, permits, etc. with Macomb County? If so, list the interest (except where required for the appointment).

No

11. List any family members who are or have been employed by Macomb County or are or have been elected to County offices.

Fred Miller- Husband (County Commissioner)

Kay Nowaczok- Mother (Michigan Works)

12. Is this an application for reappointment? Yes No

If yes, how many years have you served on this board? _____

Please indicate your attendance record for the term(s) served _____ / _____
No. of meetings attended No. of meetings held

Comments/Clarification (only if necessary) _____

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County.

Please see attached.

I hereby apply for appointment to Macomb Arts Authority and do swear or affirm
Board or Commission
that (1) if appointed, I will comply with all statutory and other requirements and obligations of
my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said
appointed position; (3) I hold no position or appointment which is a conflict of interest with the
appointed position applied for; and (4) to the best of my knowledge and belief, I possess the
requisite qualifications for the office I am seeking.

Signature

Jennifer Nowaczok-Miller
Name (Print or Type)

Subscribed and sworn to before me this
21st day of April, 2015.

John Rahm
Notary Public
Macomb County, Michigan

My commission expires: 4-6-2020

Note: Applicants may – but it is not required – attach additional information
pertaining to this Application for Appointment if attachments do not exceed
the maximum for each item listed below:

- Resume – up to one page
- Letter of Reference – up to two pages
- Letter of Intent – up to one page

The following is for Board Office use only:

Overseeing Committee: _____

Chair Review for Compliance: _____
(Commissioner Sign-off)

(revised 02/09 pd)

I am writing to humbly express my interest in the vacancy currently on the Macomb Arts Authority. I am a lifelong resident of Macomb County who has a passion for the arts and a passion for bringing the arts to Macomb County and the people of Macomb County to the arts. I believe that working on behalf of Macomb County to support the operation of The Detroit Institute of Arts (DIA) would be a great honor and a wonderful way to serve the community. As the mother of two daughters, I am honored to see firsthand the difference the arts bring to our children and the way that true art teaches children not only about the world but themselves. I want to volunteer my time to work so that all Macomb County residents are able to experience the value of the DIA.

I have a wide range of experiences that I believe would make me a valuable asset to this Board as listed on my application. Even more importantly however, I am someone who once they make a commitment follows through and works hard to serve. I believe my background, passion and work ethic would serve Macomb County well if I were to be selected for the Macomb Arts Authority.

Thank you for your consideration.

----- Forwarded message -----

From: **Agenda Item** <agendaitem@macombgov.org>

Date: Fri, May 8, 2015 at 10:56 AM

Subject: Macomb County Art Institute Authority Executive Appointments

To: Dave Flynn <dave.flynn@macombgov.org>

Cc: Patti Dib <patti.dib@macombgov.org>, Mark D <deldin@macombgov.org>, Pamela Lavers <lavers@macombgov.org>, Al Lorenzo <lorenzo@macombgov.org>, Dana Camphous-Peterson <peterston@macombgov.org>

Dear Chair Flynn,

For your information, below are the two Executive appointments for the Macomb County Art Institute Authority:

Stan Simek - Three Year Term

Ron DiBartolomeo - Two Year Term

Best regards,

Office of the County Executive

[\(586\) 469-6038](tel:(586)469-6038)

[\(586\) 469-7257](tel:(586)469-7257) (fax)



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
 Mount Clemens, Michigan 48043
 586.469.5125 ~ Fax: 586.469.5993
 www.macombBOC.com

May 7, 2015

TO: BOARD OF COMMISSIONERS

FROM: FRED MILLER, CHAIR, FINANCE COMMITTEE

RE: RECOMMENDATIONS FROM MEETING OF 5-7-15

At a meeting of the Finance Committee, held Thursday, May 7, 2015, the following recommendations were made and are being forwarded to the May 14, 2015 Full Board meeting for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Vosburg, supported by Smith, to recommend that the Board of Commissioners approve the contract with CMI, A York Risk Services Company, Inc., in the amount of \$242,158; the term of this contract is three years, 6-1-2015 through 5-31-2018; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Flynn, supported by Sauger, to recommend that the Board of Commissioners approve the contract with Safety National Casualty Corporation for Excess Workers' Compensation Insurance in the amount of \$287,126 (\$143,563 annually for two years); the term of this contract is from 5-1-2015 through 5-1-2017; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR MILLER, SUPPORTED BY VICE-CHAIR BROWN.

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair
 Andrew Duzyj – District 1
 Don Brown – District 7

Kathy Tocco – Vice Chair
 Marvin Sauger – District 2
 Kathy Vosburg – District 8

Steve Marino – Sergeant-At-Arms
 Veronica Klinefelt – District 3
 Fred Miller – District 9

Robert Mijac - District 5
 Bob Smith – District 12

James Carabelli – District 6
 Joe Sabatini – District 13



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:
	05/14/2015

RESOLUTION

Resolution to:
<p>Approve the contract with CMI, A York Risk Services Company, Inc., in the amount of \$242,098.00. The term of this contract is three (3) years, 6/1/2015 through 5/31/2018. \$242,158*</p> <p>*At the 5-7 Finance Committee meeting, a friendly amendment was made: replace figure of \$242,098 with \$242,158, which is the amount reflected in the contract.</p>

Introduced By:
Fred Miller, Finance Committee Chairperson

Additional Background Information (If Needed):
<p>The County is required to maintain it's self-insured Workers' Compensation Program so that it's compliant with State of Michigan mandates. This TPA contract will ensure the County's ability to meet all State mandates while providing valuable professional services to our HR/LR Department.</p>

Committee	Meeting Date
Finance	5-7-15 05/13/2015
Full Board	5-14-15



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

05/14/2015

RESOLUTION

Resolution to:

Approve the contract with Safety National Casualty Corporation for Excess Workers' Compensation Insurance in the amount of \$287,126.00 (\$143,563 annually for two (2) years). The term of this contract is from 5/1/2015 through 5/1/2017.

Introduced By:

Fred Miller, Finance Committee Chairperson

Additional Background Information (If Needed):

The County is required by statute to purchase Excess Workers' Compensation Insurance each year in order to qualify as a self-insured with the State of Michigan. This insurance policy fulfills this yearly obligation for the next two (2) years.

Committee

Meeting Date

Finance

5-7-15

~~05/13/2015~~

Full Board

5-14-15



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
 Mount Clemens, Michigan 48043
 586.469.5125 ~ Fax: 586.469.5993
 www.macombBOC.com

May 12, 2015

TO: BOARD OF COMMISSIONERS

**FROM: JAMES CARABELLI AND ROBERT MIJAC, CO-CHAIRS
 INFRASTRUCTURE/ECONOMIC DEVELOPMENT COMMITTEE**

RE: RECOMMENDATIONS FROM MEETING OF 5-12-15

At a meeting of the Infrastructure/Economic Development Committee, held Tuesday, May 12, 2015, the following recommendations were made and are being **waived** to the May 14, 2015 Full Board meeting for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Brown, supported by Smith, to recommend that the Board of Commissioners approve the Department of Roads contracts between Anderson, Eckstein & Westrick and Clinton Township involving the reconstruction of Charter Oaks subdivision streets in Clinton Township; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Marino, supported by Smith, to recommend that the Board of Commissioners approve the Department of Roads contracts between Anderson, Eckstein & Westrick and DLZ Michigan for the preliminary engineering and construction engineering phases of the project to reconstruct Executive Drive in Harrison Township; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair	Kathy Tocco – Vice Chair	Steve Marino – Sergeant-At-Arms		
Andrey Duzyj – District 1	Marvin Sauger – District 2	Veronica Klinefelt – District 3	Robert Mijac - District 5	James Carabelli – District 6
Don Brown – District 7	Kathy Vosburg – District 8	Fred Miller – District 9	Bob Smith – District 12	Joe Sabatini – District 13

COMMITTEE RECOMMENDATIONS

**INFRASTRUCTURE/ECONOMIC DEVELOPMENT
COMMITTEE
MAY 12, 2015**

PAGE 2

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Marino, supported by Smith, to recommend that the Board of Commissioners approve the contract between MDOT and Department of Roads for the reconstruction of Executive Drive in Harrison Township; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Marino, supported by Vosburg, to recommend that the Board of Commissioners approve the award of bid to Springline Excavating and contract for the Irwin Road over Coon Creek bridge replacement and culvert extension of 21 Mile Road over Crittenden Drain; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

**A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CO-CHAIR CARABELLI,
SUPPORTED BY CO-CHAIR MIJAC.**



Macomb County Executive

Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

Date: May 5, 2015

RE: **Agenda Item – Department of Roads, Charter Oaks Boulevard Contracts**

Attached you will find documentation and a resolution from Department of Roads Director, Robert Hoepfner, to approve the Department of Roads contracts between Anderson, Eckstein & Westrick and Clinton Township involving the reconstruction of Charter Oaks subdivision streets in Clinton Township.

As part of the Subdivision Reconstruction Program, Clinton Township requested the reconstruction of roads within the Charter Oaks Subdivision and agreed to pay half of all costs.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the Charter Oaks Boulevard contract as stated above.

PJL/smf

cc: Robert Hoepfner



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

--	--

RESOLUTION

Resolution to:

Approve the Department of Roads contracts between Anderson, Eckstein & Westrick and Clinton Township involving the reconstruction of Charter Oaks subdivision streets in Clinton Township.

Introduced By:

Commissioners James Carabelli & Robert Mijac, Infrastructure/Economic Dev Committee

Additional Background Information (If Needed):

Engineering phases were bid and awarded to AEW for Preliminary Engineering and Construction Engineering for the reconstruction of Charter Oaks Boulevard in Clinton Township. This project is part of the Subdivision Reconstruction Program where the Department of Roads has offered to pay half of the project cost with the township covering the other half. A cost share agreement is also included outlining the costs and scope of this project.

*waived to Full Board by Finance Committee Chair

Infrastructure/Economic Development

Committee

05/12/2015

Meeting Date

Full Board*

5-14-15



Mark A. Hackel
County Executive

DEPARTMENT OF ROADS

117 South Groesbeck Highway ♦ Mount Clemens, Michigan 48043

Phone: (586) 463-8671

www.MacombCountyMi.gov/roads

Robert P. Hoepfner, P.E.
Director of Roads

05/04/2015

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Department of Roads
REQUEST APPROVAL / ADOPTION OF
CONTRACTS - CHARTER OAKS BOULEVARD

SUBJECT:

Contract between Dept of Roads and Clinton outlining the scope of work and cost sharing and contracts between Dept of Roads and Anderson, Eckstein & Westrick for the engineering phases of the reconstruction of Charter Oaks Subdivision in Clinton Township.

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

the attached contracts for approval by the Board of Commissioners and signature by Mark Deldin

PURPOSE / JUSTIFICATION:

Required approval and signature on contracts in order to proceed with project

FISCAL IMPACT / FINANCING:

Budgeted in the Dept of Roads 2015 Construction budget

FACTS AND PROVISION / LEGAL REQUIREMENTS:

Standard contracts

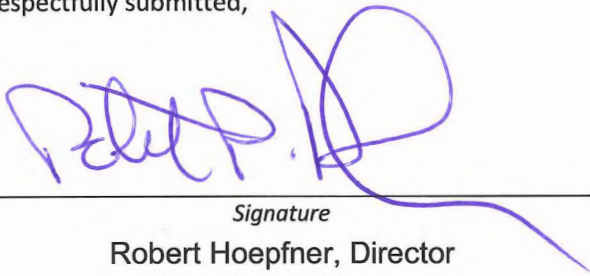
CONTRACTING PROCESS:

After contracts are approved and executed, they will be distributed as needed to the appropriate parties

IMPACT ON CURRENT SERVICES (PROJECTS):

As part of the Subdivision Reconstruction Program, Clinton Township requested the reconstruction of roads within the Charter Oaks Subdivision and agreed to pay half of all costs. This subdivision has several streets rated in poor condition and requires reconstruction for the safety of motorists and pedestrians in this area.

Respectfully submitted,



Signature

Robert Hoepfner, Director
Department of Roads



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344

CONTACT / PROGRAM INFORMATION		
Contract / Program Title: Contracts - Charter Oaks Boulevard	GRANT <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> Funded	Return By Date: 05/12/2015

DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

1. RISK & CONTRACT MANAGEMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
REQUESTING DEPARTMENT

J. Adams 5/4/15
Authorized Signature Date

Department Received Stamp:
RECEIVED
MAY 4 2015
Risk Management & Safety

2. FINANCE DEPARTMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Marybeth Schmidt 5/4/15
Authorized Signature Date

Department Received Stamp:

3. OFFICE OF CORPORATION COUNSEL -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

John Schupp 5 MAY 2015
Authorized Signature Date

Department Received Stamp:
RECEIVED
MAY 04 2015
CORPORATION COUNSEL

4. OFFICE OF COUNTY EXECUTIVE -

- Approved
- BOC Review Required
-
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Robert Hoepfner 5-5-15
Authorized Signature Date

Department Received Stamp:
EXECUTIVE OFFICE
MAY 05 2015
RECEIVED



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION					
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015			
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344			
CONTACT / PROGRAM INFORMATION					
Contract / Program Title: Contracts - Charter Oaks Boulevard					GRANT <input type="checkbox"/> AWARD (County Recipient) <input checked="" type="checkbox"/> Funded (Program)
Vendor Number (if known):	Vendor Name: Anderson, Eckstein & Westrick			Vendor Disclosure Form Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> IFAS <input type="checkbox"/> No (N/A)	
Original Contract Amount: \$ 2,522,011.00	Amendment Amount: \$	Total Amended Contract Amount: \$ 2,522,011.00	Funding Source - Org Key / Object - (If known): MCDR & Clinton Twp		
Contract Begin Date: 07/01/2015	Amendment Date:	Contract End Date: 09/30/2015	Targeted Committee Date: 05/12/2015		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any):				Amendment Number:
Contract Bid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If not bid out, please explain: Engineering phases bid out		Lowest Bid: If not lowest bid, please explain: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Bid Number:	How many bidders responded? 3	Winning bidder Macomb County Entity: <input checked="" type="checkbox"/> Yes AEW in Shelby Twp <input type="checkbox"/> No - Explain:			
Contract / Program Synopsis: Engineering phases were bid and awarded to AEW for Preliminary Engineering and Construction Engineering for the reconstruction of Charter Oaks Boulevard in Clinton Township. This project is part of the Subdivision Reconstruction Program where the Department of Roads has offered to pay half of the project cost with the township covering the other half. A cost share agreement is also included outlining the costs and scope of this project.					
OTHER CONTRACT INFORMATION					
<input type="checkbox"/> CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.					
PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):					
<input checked="" type="checkbox"/> 1. AWARDED A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE. <input type="checkbox"/> 2. AWARDED A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION. <input type="checkbox"/> 3. AWARDED A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT. <input type="checkbox"/> 4. AWARDED A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH. <input type="checkbox"/> 5. EMPLOYER PAID FRINGE BENEFITS. <input type="checkbox"/> 6. COLLECTIVE BARGAINING AGREEMENTS. <input type="checkbox"/> 7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.					

AGREEMENT

This Agreement entered into this _____ day of _____, 2015, by and between the Macomb County Department of Roads, hereinafter referred to as "COUNTY"; and Macomb Township, hereinafter referred to as "TOWNSHIP".

WHEREAS, TOWNSHIP initiated a subdivision road reconstruction project in Charter Oaks Subdivision within, and

WHEREAS, COUNTY has adopted policies relating to TOWNSHIP's participation in construction on subdivision streets, and

WHEREAS, COUNTY has agreed with TOWNSHIP to have the project engineered, constructed, inspected and placed in service, and

NOW, THEREFORE, COUNTY and TOWNSHIP agree to carry out this project under a single contract according to the following terms and conditions:

1. The project termini are:
 - Charter Oaks Boulevard, Briarwood Lane, Brynford Drive and Glenbrook Drive
2. The work for this project shall be defined as, but not necessarily include:
 - Required material
 - Construction contract cost
 - Survey, engineering plans, testing and field staking
 - Overhead and fringe benefits
 - Right of way acquisition
 - Preliminary and construction engineering
 - Signing and pavement marking
 - Other labor, materials, etc. to provide a complete design for project
3. The following cost sharing proportions have been agreed to (Exhibit A):
 - COUNTY share: Fifty percent (50%) of all project costs after Federal funds are applied
 - TOWNSHIP share: Fifty percent (50%) of all project costs after Federal funds are applied
4. Funds provided by TOWNSHIP shall be paid in full to COUNTY prior to the start of the design engineering work for the project.

5. COUNTY, upon completion of said project, will furnish TOWNSHIP with a statement of actual costs of the project and will remit all collected monies exceeding the total cost of the project including overhead and fringe benefits or collect any additional monies necessary to meet the total cost of the project.
6. Overhead and fringe benefits applied shall be at a rate as determined on an annual basis. This rate is subject to change annually based upon actual costs incurred from the prior year and shall be applied to those costs incurred for that particular period.
7. TOWNSHIP, COUNTY, the County of Macomb, their officers, agents, employees and consultants will be listed as additional insureds on the Contractor's insurance policy for general liability, automobile liability, excess coverage and worker's compensation.
8. COUNTY agrees to obtain authorization for additional expenditures beyond the limits of the Construction Contract from TOWNSHIP prior to committal of same.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESS

MACOMB COUNTY

Mark F. Deldin, Deputy County Executive

WITNESS

CLINTON TOWNSHIP

Robert J. Cannon, Supervisor

**EXHIBIT A
ESTIMATED COST
WORK ORDER #1554
CHARTER OAKS SUBDIVISION**

<u>WORK ORDER SUFFIX</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>COST SHARE</u>
A	Preliminary Engineering - Survey & Design	\$141,233	50% TWP; 50% COUNTY
B/G	Right of Way Costs	0	N/a
C	Construction Engineering & Inspection	302,641	50% TWP; 50% COUNTY
D	Sign & Pavement Markings	0	N/A
	Construction Estimate	2,017,610	50% TWP; 50% COUNTY
E	Administration Fee (3%)	60,528	50% TWP; 50% COUNTY
E	Contingencies		
F	Design Contract & Testing Costs		
M	Signal Costs		
	Total Cost of Project	\$2,522,012	

BREAKDOWN OF PARTICIPANT TOTALS

Clinton Township	\$1,261,006*
Macomb County Department of Roads	\$1,261,006

****Please note that full payment will be due at the time of the award of bid. Again, this is just an estimate and you will be responsible for your share of the actual costs incurred.***

Charter Oaks Blvd. Engineering Design and Construction Engineering RFP Review and Scoring

Project: Charter Oaks Boulevard, Clinton Township, Michigan

Date: 4/15/2015

Preliminary Engineering			Rater 1	Rater 2	Rater 3	Final Score	Price	Fee Points	TOTAL POINTS
1	AEW		85.0	79.0	69.0	77.7	\$66,000	5	82.7
3	FTC&H		63.0	77.0	57.2	65.7	\$105,000	1	66.7
2	DLZ		67.0	68.0	62.5	65.8	\$63,000	5	70.8

Project: Charter Oaks Boulevard, Clinton Township, Michigan

Date: 4/15/2015

Construction Engineering			Rater 1	Rater 2	Rater 3	Final Score	Price	Fee Points	TOTAL POINTS
1	AEW		99.0	97.0	78.0	91.3	\$114,750	1	92.3
3	FTC&H		82.0	46.0	67.5	65.2	\$174,000	1	66.2
2	DLZ		70.0	79.0	77.0	75.3	\$75,000	5	80.3

SUBCONTRACT NO. _____
CONTROL SECTION NO. _____
JOB NO. _____
FED. PROJECT NO. _____
FED. ITEM NO. _____

DESIGN ENGINEERING CONTRACT

A CHARTER OAKS BOULEVARD PROJECT

THIS CONTRACT, made and entered into as of this date of _____, by and between Anderson, Eckstein and Westrick, Inc., a Consultant Engineering Corporation, of Shelby Township, Michigan, hereinafter referred to as the "CONSULTANT" and the Macomb County Department of Roads, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is desirous of proceeding with preparation of plans for the Charter Oaks Boulevard project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform design engineering services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the roadway improvements for the Charter Oaks Boulevard, Briarwood, Brynford, and ~~Glenn Oaks~~ ^{Brook} Streets in Clinton Township, said improvements to be hereinafter referred to as the "PROJECT."

" Design Engineering for Charter Oaks Boulevard including, topographical surveys, design, preparation of construction plans, cost estimates, and specifications," and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT as a Special Assessment District (SAD) with Clinton Township.

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; and

WHEREAS, the parties hereto have reached an understanding regarding 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 SHALL:

- 1. Conduct and prepare drawings for the topographical survey of the PROJECT work area.
- 2. Prepare preliminary/alignment plans for approval by the LOCAL AGENCY.

3. Coordinate design plans with local governmental agencies, including the Macomb County Drain Commission, and Clinton Township.

4. Coordinate design plans with the franchise utility companies (electric, gas, cable, and phone).

5. Develop staging plans to accommodate vehicular traffic during construction of the PROJECT.

6. Prepare final design plans, specification, and cost estimates for the PROJECT, and submit to the LOCAL AGENCY for final approval.

7. 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, that the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

8. Supply all materials, including incidental copies required.

9. During the performance of the SERVICES, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

10. Attend conferences and make such trips to the offices of the LOCAL AGENCY and to the site of the work to confer with representative of the LOCAL AGENCY or the DEPARTMENT as may be necessary in the carrying out of the work under this contract.

11. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and Clinton Township to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

12. Have in its employ a sufficient number of qualified employees available to complete the work of the PROJECT and to provide the final design documents for the review of the LOCAL AGENCY by July 3, 2015.

13. Permit the LOCAL AGENCY and other public agencies interested in the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.

14. Upon completion of the scope of the PROJECT and final approval thereof by the LOCAL AGENCY, deliver to the LOCAL AGENCY the following:

- a. Six (6) copies of drawings at 24 x 36 inches and 11 x 17 inches in size.
- b. One (1) electronic copy of the drawings in PDF format.
- c. One (1) electronic copy of the drawings in Microstation (digital format).
- d. One (1) electronic copy of the cost estimate in MERL format.

- e. One (1) electronic copy of the specifications in PDF format.
 - f. Upon request by the LOCAL AGENCY, make available thereto, all notes utilized in the preparation of the plans, supplemental specifications, and cost estimates.
15. Deleted
16. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.
17. Commence SERVICE as set forth in this contract only upon receipt of written notice from the LOCAL AGENCY'S PROJECT manager that the CONSULTANT'S SERVICES are desired.
18. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 21.
19. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of a fixed fee amount which shall not exceed Thirteen Thousand Nine Hundred Dollars and 00 cents (\$13,900.00) for the topographical survey plus Fifty Two Thousand One Hundred Dollars and 00 cents (\$52,100.00) for the design engineering.
20. Make payments to the CONSULTANT in accordance with the following procedures:
- a. Progress payments may be made for reimbursement of amounts earned to date.
 - 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 once 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.
21. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:
- a. Pay the CONSULTANT actual costs incurred for the work to be terminated up to the time of termination, as set forth in Section 19. The DEPARTMENT 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.
 - b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof been completed.

IT IS FURTHER AGREED THAT:

22. Approval of this contract by the DEPARTMENT in no way obligates the DEPARTMENT for any costs or other responsibilities, except as fiscal agent for the FHWA with respect to making federal funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.

23. 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 the property of the LOCAL AGENCY.

24. 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 of the LOCAL AGENCY and approval by the DEPARTMENT 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.

25. 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 Manager. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

26. 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 DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

27. 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 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.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and 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 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof.
- c. The parties hereto further agree that they accept the DEPARTMENT'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" attached hereto and made a part hereof, being an excerpt from Title 42 CFR Part 23, more specifically 23.43(a)(1) and (2) thereof.

28. 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 he 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, gifts, or any other consideration, contingent upon, or resulting from the award, or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall 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, gifts or contingent fee.

29. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

30. 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.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

31. 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.

32. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY and the DEPARTMENT, naming the Macomb County Department of Roads, as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

33. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

34. 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 in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is 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 of 49 CFR Part 29 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 in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification, which is 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 which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

35. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby 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.

36. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

Anderson, Eckstein and Westrick, Inc.

BY: Roy C. Rose
Roy C. Rose President

BY: Lyle E. Winn
Lyle E. Winn Senior Project Engineer

Macomb County Department of Roads

BY: _____
Mark Deldin Deputy County Executive

BY: _____

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 Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an 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 shall 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Acontractor@) agrees as following:

1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention 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 contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor=s obligations under this 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 its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts is has 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 Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials 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 Michigan Department of Transportation or the Federal Highway Administration 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 with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. **Policy:** It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. **MBE Obligation:** The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
 CONTROL SECTION NO. _____
 JOB NO. _____
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Roy C. Rose and a duly authorized representative of the firm of Anderson, Eckstein and Westrick, Inc., whose address is 51301 Schoenherr Road, Shelby Township, Michigan 48315 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above corporation) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above corporation) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

April 22, 2015
Date

Roy C. Rose
Signature

ATTACHMENT 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 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 of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom 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 A covered transaction, A debarred, A suspended, A ineligible, A lower tier covered transaction, A participant, A person, A primary covered transaction, A principal, A proposed, and A 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 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 A 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 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.
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 processed 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 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 from covered transactions 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 indicated for or otherwise criminally or civilly charged by a government 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.

March 9, 1989

ATTACHMENT B
 (This is a reproduction of Appendix B of 49 C.F.R. 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 Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposal,@ and Avoluntarily 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 ACertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction,@ without notification, 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.

SUBCONTRACT NO. _____
 CONTROL SECTION NO. _____
 JOB NO. _____
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

CONSTRUCTION ENGINEERING CONTRACT

A CHARTER OAKS BOULEVARD PROJECT

THIS CONTRACT, made and entered into as of this date of _____, by and between Anderson, Eckstein and Westrick, Inc., a Consultant Engineers, of Shelby Township, Michigan, hereinafter referred to as the "CONSULTANT" and the Macomb County Department of Roads, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to reconstruct Charter Oaks, Briarwood, Brynford, and Glen Oaks Streets in Clinton Township within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction engineering and inspection services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the reconstruction of Charter Oaks Boulevard, Briarwood, Brynford, and ~~Glen Oaks~~ ^{Brook} Streets in Clinton Township, said improvements to be hereinafter referred to as the "PROJECT."

"Construction Engineering for Charter Oaks Boulevard" and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT as a Special Assessment District (SAD) with Clinton Township for construction, 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; 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 SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform the required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information and construction staking services and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and _____, LOCAL AGENCY and its SUBCONSULTANT.
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. 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 DEPARTMENT, and FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT.
5. 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.
6. Furnish qualified personnel to assist the PROJECT engineer in solving field problems, when so requested.
7. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representatives of the LOCAL AGENCY and the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under the contract.
8. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

- a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts shall be established and maintained for all costs incurred under this Contract.
- b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by the DEPARTMENT by the LOCAL AGENCY under this Contract. 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. The LOCAL AGENCY, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

9. Have in its employ a sufficient number of qualified employees available to complete the SERVICES in accordance with the schedule for construction and completion of the PROJECT upon the authorization to proceed with the SERVICES as outlined herein.

10. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

11. 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.

12. ~~Provide a working office at the PROJECT site or in the vicinity of the PROJECT acceptable to the LOCAL AGENCY for adequate performance of the SERVICES to be provided under this Contract.~~

13. Commence SERVICE as set forth in this contract only upon receipt of written notice from the LOCAL AGENCY'S PROJECT manager that the CONSULTANT'S SERVICES are desired.

14. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 17.

THE LOCAL AGENCY WILL:

15. Assign a PROJECT Engineer who shall be the Publicly Employed Professional Engineer in responsible charge of the Project.

16. 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 a fixed fee amount which shall not exceed the following:

- | | | |
|----|----------------------|-------------|
| a. | Inspection Services | \$72,000.00 |
| b. | Construction Staking | \$16,500.00 |

- c. Contract Administration \$21,250.00
- d. Record Plans \$ 5,000.00

Note:

- 1. Inspection days are based on one hundred (100) working days. The amount of days billed for inspection will be increased or decreased based upon the actual amount of working days at a rate of \$720.00 per day.
- 2. Material testing services are not included in the above fee schedule.

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.
- 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 once 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.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost incurred for the work to be terminated up to the time of termination, as set forth in Section 16. The DEPARTMENT 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.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof been completed.

IT IS FURTHER AGREED THAT:

19. 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 the property of the LOCAL AGENCY.

20. 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 of the LOCAL AGENCY. 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.

21. 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. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY.

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 the LOCAL AGENCY'S dispute resolution process if applicable.

23. 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 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 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- c. The parties hereto further agree that they accept the DEPARTMENT'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" 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.

24. 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 he 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, gifts, or any other consideration, contingent upon, or resulting from the award, or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall 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, gifts, or contingent fee.

25. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

26. 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.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

27. 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.

28. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY and the DEPARTMENT, naming the Macomb County Department of Roads, as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

29. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

30. 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 in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is 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 of 49 CFR Part 29 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 in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification, which is 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 which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

31. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby 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.

32. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

Anderson, Eckstein and Westrick, Inc.

BY: Roy C. Rose
Roy C. Rose, President

BY: Lyle E. Winn
Lyle E. Winn, Senior Project Engineer

Macomb County Department of Roads

BY: _____
Mark Deldin, Deputy County Executive

BY: _____
TITLE:

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 Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an 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 shall 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Acontractor@) agrees as following:

1. **Compliance with Regulations:** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention 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 contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor=s obligations under this 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 its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts is has 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 Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials 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 Michigan Department of Transportation or the Federal Highway Administration 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 with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
 CONTROL SECTION NO. _____
 JOB NO. _____
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Roy C. Rose and a duly authorized representative of the firm of Anderson, Eckstein and Westrick, Inc., whose address is 51301 Schoenherr Road, Shelby Township, Michigan 48315 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above corporation) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above corporation) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

April 22, 2015
Date

Roy C. Rose
Signature

ATTACHMENT 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 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 of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom 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 Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposed,@ and Avoluntarily excluded@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impeding 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 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 ACertification 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 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.
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 processed 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 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 from covered transactions 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 indicated for or otherwise criminally or civilly charged by a government 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.

March 9, 1989

ATTACHMENT B
 (This is a reproduction of Appendix B of 49 C.F.R. 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 Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposal,@ and Avoluntarily 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 ACertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction,@ without notification, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blanchard Agency 22955 21 Mile Road P. O. Box 606 Mt. Clemens MI 48046-0606	CONTACT NAME: Regina Miller PHONE (A/C No. Ext.): (586) 598-7300 FAX (A/C No.): (586) 598-7308 E-MAIL ADDRESS: jmillier@blanchardagency.com														
INSURED ANDERSON ECKSTEIN & WESTRICK INC 51301 SCHOENHERR RD SHELBY TOWNSHIP MI 48315-2733	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A Frankenmuth Insurance</td> <td style="text-align: center;">13986</td> </tr> <tr> <td>INSURER B Ansur America</td> <td style="text-align: center;">10984</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Frankenmuth Insurance	13986	INSURER B Ansur America	10984	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A Frankenmuth Insurance	13986														
INSURER B Ansur America	10984														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1462004421

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP0718942	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA 0718942	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MPD \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP0718942	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 0718942	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Macomb County Department of Roads is additional insured under commercial liability for work performed by Named Insured on their behalf, per written contract, subject to policy provisions.

AEW Project #0213-0120 Charter Oaks Reconstruction

CERTIFICATE HOLDER

CANCELLATION

Macomb County Department of Roads Attention: Robert Hoepfner, PE 117 So. Groesbeck Highway Mt. Clemens, MI 48043	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>David Meldrum/RM <i>David A. Meldrum</i></p>
--	--

ACORD 25 (2010/05)

INS025 (201005).01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



Mark A. Hackel
County Executive

COUNTY OF MACOMB VENDOR DISCLOSURE FORM

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

Vendor Number (If Known):		
Vendor Name: Anderson, Eckstein and Westrick, Inc.		Vendor Phone Number: (586) 726-1234
Street Address: 51301 Schoenherr Rd.	City: Shelby Township	State: MI Zip Code: 48315

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES

NO

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any capacity, either compensated or non-compensated:

YES

NO

If yes, please answer the following:

director

officer

partner

trustee

member

employee

contractor

beneficiary

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____
- D. Position/Title with Vendor: _____

County of Macomb
Vendor Disclosure Form
 Anderson, Eckstein and Westrick, Inc.

3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

YES

NO

If yes, please answer the following:

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

D. % of Ownership of Vendor Organization: _____

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?

YES

NO

If yes, please provide further explanation:

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

Vanessa A. Hayes

Name (Please Print)

CFO

Title



Signature

4/28/2015

Date

PLEASE RETURN THE COMPLETED FORM TO:

Macomb County Finance Department
ATTN: Vendor Disclosure
 120 North Main, 2nd Floor
 Mount Clemens, MI 48043

MACOMB COUNTY BASED PREFERENCE

A local preference percentage credit from the following allowance table will be applied to the bid of any County-based Enterprise. This credit will be subtracted from the bid of the County-based Enterprise. In comparing bids, the bid of the County –based Enterprise after subtraction of the credit shall be considered the official bid. However, if the County-based Enterprise is awarded the Contract, the bid without the equalization percentage credit shall be the Contract price.

<u>Contract Amount</u>	<u>Local Preference Percentage</u>
Up to \$50,000.00	5
\$50,000.00 to \$200,000.00	3
\$200,000.00 and over	1

1. No business shall receive these credits unless it has been certified by the Purchasing Manager.
2. Any business who claims entitlement to any local preference credit shall disclose the records necessary to establish eligibility to the County.
3. After applying any local preference credits as provided above, the Contract shall be awarded to the lowest Responsible Bidder thus evaluated.

IN ORDER TO DETERMINE IF YOUR BUSINESS IS ENTITLED TO RECEIVE A LOCAL PREFERENCE PERCENTAGE CREDIT PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your business headquarters physically located within Macomb County, or has it been conducting business at a location with a permanent street address in the County of Macomb on an ongoing basis for not less than one taxable year prior to your bid or response to this Request for Proposal? YES NO
2. Has your business paid property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract? YES NO
3. Are at least 50 percent of your regular full-time employees based at the County location to perform the proposed contract? YES NO
4. Has your business been dealing for at least one year on a regular commercial basis in the kind of goods or services which are the subject of this bid or proposal? YES NO

Drug Screening

To the extent not prohibited by law, all contracts for construction, repair, alteration, or rebuilding of a County building or other property shall include a provision requiring the contractor and any subcontractor providing services under the contract to conduct pre-hire screening for illegal drug use by their employees who provide services under the contract.

If applicable, is your business compliant with this requirement? YES _____ No _____

N/A



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

Date: May 5, 2015

RE: Agenda Item – Department of Roads, Engineering Contracts-Executive Drive

Attached you will find documentation and a resolution from Department of Roads Director, Robert Hoepfner, to approve the Department of Roads contracts between Anderson, Eckstein & Westrick and DLZ Michigan for the preliminary engineering and construction engineering phases of the project to reconstruct Executive Drive in Harrison Township.

The economic development project provides a reconstructed main route through this industrial subdivision in Harrison Township.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the Engineering contracts for Executive Drive as stated above.

PJL/smf

cc: Robert Hoepfner



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

--	--

RESOLUTION

Resolution to:

Approve the Department of Roads contracts between Anderson, Eckstein & Westrick and DLZ Michigan for the preliminary engineering and construction engineering phases of the project to reconstruct Executive Drive in Harrison Township.

Introduced By:

Commissioners James Carabelli & Robert Mijac, Infrastructure/Economic Dev Committee

Additional Background Information (If Needed):

Please see 2014 Resolution #257 attached.

*waived to Full Board by Finance Committee Chair

Infrastructure/Economic Development

Committee

05/12/2015

Meeting Date

Full Board*

5-14-15



Mark A. Hackel
County Executive

DEPARTMENT OF ROADS

117 South Groesbeck Highway ♦ Mount Clemens, Michigan 48043

Phone: (586) 463-8671

www.MacombCountyMi.gov/roads

Robert P. Hoepfner, P.E.
Director of Roads

05/04/2015

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Department of Roads
REQUEST APPROVAL / ADOPTION OF
ENGINEERING CONTRACTS - EXECUTIVE DRIVE

SUBJECT:

Department of Roads contracts with Anderson, Eckstein & Westrick and DLZ Michigan for the engineering phases of the project to reconstruct Executive Drive in Harrison Township.

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

the attached contracts for approval and signature by Mark Deldin

PURPOSE / JUSTIFICATION:

Required approval and signature on contracts in order to proceed with project

FISCAL IMPACT / FINANCING:

Department of Roads is covering the engineering phases of this project (not included in TEDFC funds)

FACTS AND PROVISION / LEGAL REQUIREMENTS:

Standard engineering contracts

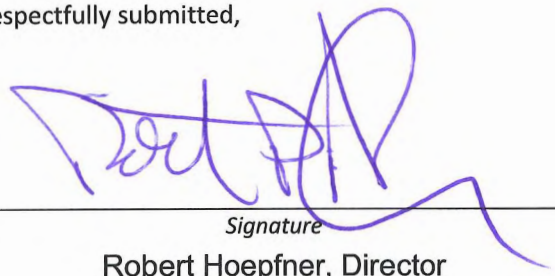
CONTRACTING PROCESS:

After contracts are approved and executed, they will be distributed as needed

IMPACT ON CURRENT SERVICES (PROJECTS):

This economic development project provides a reconstructed main route through this industrial subdivision in Harrison Township.

Respectfully submitted,



Signature

Robert Hoepfner, Director
Department of Roads



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344

CONTACT / PROGRAM INFORMATION		
Contract / Program Title: Engineering Contracts - Executive Drive	GRANT <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> Funded	Return By Date: 05/12/2015

DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

1. RISK & CONTRACT MANAGEMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
REQUESTING DEPARTMENT

J. P. Aulen 5/4/15
Authorized Signature Date

Department Received Stamp:

RECEIVED
MAY 4 2015
Risk Management & Safety

2. FINANCE DEPARTMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

M. J. Schenck 5/4/15
Authorized Signature Date

Department Received Stamp:

RECEIVED
MAY 04 2015
CORPORATION COUNSEL

3. OFFICE OF CORPORATION COUNSEL -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

John A. Schuyler 5 MAY 2015
Authorized Signature Date

Department Received Stamp:

EXECUTIVE OFFICE
MAY 05 2015
RECEIVED

4. OFFICE OF COUNTY EXECUTIVE -

- Approved
- BOC Review Required
-
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Opel F. Delee 5-15-15
Authorized Signature Date

Department Received Stamp:



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION				
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015		
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344		
CONTACT / PROGRAM INFORMATION				
Contract / Program Title: Engineering Contracts - Executive Drive			GRANT <input type="checkbox"/> AWARD (County Recipient) <input checked="" type="checkbox"/> Funded (Program)	
Vendor Number (if known):	Vendor Name: Anderson Eckstein & Westrick and DLZ Michigan		Vendor Disclosure Form Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> IFAS <input type="checkbox"/> No (N/A)	
Original Contract Amount: \$ 137,900.00	Amendment Amount: \$	Total Amended Contract Amount: \$ 137,900.00	Funding Source - Org Key / Object - (if known): MCDR	
Contract Begin Date: 07/01/2015	Amendment Date:	Contract End Date: 09/30/2015	Targeted Committee Date: 05/12/2015	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any):		Amendment Number:	
Contract Bid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If not bid out, please explain: Will be bid out in June		Lowest Bid: If not lowest bid, please explain: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Bid Number:	How many bidders responded? 4	Winning bidder Macomb County Entity: <input checked="" type="checkbox"/> Yes AEW in Shelby/ DLZ in Lansing <input type="checkbox"/> No - Explain:		
Contract / Program Synopsis: Engineering phases were bid and a split award was reached with AEW for Preliminary Engineering and DLZ for Construction Engineering for the reconstruction of Executive Drive in an industrial subdivision in Harrison Township.				
OTHER CONTRACT INFORMATION				
<input type="checkbox"/> CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.				
PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):				
<input checked="" type="checkbox"/> 1. AWARDING A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE. <input type="checkbox"/> 2. AWARDING A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION. <input type="checkbox"/> 3. AWARDING A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT. <input type="checkbox"/> 4. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH. <input type="checkbox"/> 5. EMPLOYER PAID FRINGE BENEFITS. <input type="checkbox"/> 6. COLLECTIVE BARGAINING AGREEMENTS. <input type="checkbox"/> 7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.				

Executive Drive Engineering Design and Construction Engineering RFP Review and Scoring

Project: Executive Drive

Date: 3/26/2015

Preliminary Engineering		Rater 1	Rater 2	Rater 3	Final Score	Price	Fee Points	TOTAL POINTS
4	ROWE					No Bid		No Bid
3	FTC&H	69.0	53.0	42.0	54.7	\$85,000	5	59.7
2	DLZ	83.0	72.5	84.0	79.8	\$83,100	5	84.8
1	AEW	77.0	71.5	76.0	74.8	\$62,500	10	84.8

Project: Executive Drive

Date: 3/26/2015

Construction Engineering		Rater 1	Rater 2	Rater 3	Final Score	Price	Fee Points	TOTAL POINTS
4	ROWE	77.5	79.5	67.0	74.7	\$115,279	1	79.7
3	FTC&H	76.0	61.5	80.0	72.5	\$154,500	5	82.5
1	DLZ	91.0	79.0	88.0	86.0	\$75,400	10	91.0
2	AEW	89.0	72.0	89.0	83.3	\$105,000	5	83.3

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this [_____] day of [____], 20[____], (hereinafter referred to as the "effective date of the Agreement"), by and between **DLZ Michigan, Inc.**, hereinafter called "DLZ," located at **1425 Keystone Avenue, Lansing, Michigan 48911** and **Macomb County Department of Roads**, hereinafter called "Client," located at **117 South Groesbeck, Mount Clemens, Michigan 48043**.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Michigan;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire DLZ to perform certain services as set forth herein; and

WHEREAS, DLZ desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and DLZ, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

II. COMPENSATION

- A. DLZ shall be compensated as set forth in Exhibit B for services rendered under this Agreement.
- B. DLZ shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to DLZ within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to DLZ within 60 days of the date of an invoice, DLZ may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, DLZ will continue its services.

III. PERIOD OF PERFORMANCE

DLZ agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that DLZ's work and the completion thereof may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities by Client. DLZ shall not be held liable for delays in performance of services hereunder that arise from causes beyond DLZ's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that DLZ has a complete understanding of the scope of services to be performed hereunder. Client shall provide DLZ, in a timely fashion, all information reasonably required for the performance of the services by DLZ to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate **John Crumm**, as coordinator of the project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide DLZ with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that DLZ shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, DLZ's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XII of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE

DLZ shall maintain at DLZ's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by DLZ hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions attached hereto as Exhibit C are incorporated herein and made a part of this Agreement.

XII. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to DLZ shall be addressed to: **Manoj Sethi, P.E., President, 1425 Keystone Avenue, Lansing, Michigan 48911.**
- B. Notices to the Client shall be addressed to: **John Crumm, 117 South Groesbeck Highway, Mount Clemens, Michigan 48043.**

XIII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior of subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of **Michigan**.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

Macomb County Department of Roads

DLZ Michigan, Inc.

By: _____
(Name)

By: MANOJ SETHI
(Name)

(Signature)


(Signature)

(Title)

PRESIDENT
(Title)

(Date)

5/21/15
(Date)

EXHIBIT A – SCOPE OF SERVICES

Construction Engineering

DLZ will provide full-time construction inspection, engineering assessment and oversight, and assist the MCDR with other records as required by MDOT standard practice (we are aware that this is an MDOT LAP project; we will follow the MDOT LAP system for record keeping and inspection) and notify the MCDR Project Manager of deviations from the contract documents resulting from unanticipated conditions or that require changes in any way to the project contract. DLZ will provide all inspection records to the MCDR and assist in the organization for easy access during the duration of the project. DLZ will assist the MCDR in the preparation of the final punch list and meet with the MCDR and contractor to address each item and close the project.

DLZ will work with the MCDR to resolve problems, issues, discrepancies, or other items brought to the attention of DLZ's Technicians/Inspectors by the Contractor. DLZ will discuss with the MCDR Project Manager larger and potentially more costly issues before providing any direction to the Contractor. We will provide written documentation of the resolution of these issues and keep the MCDR Project Manager informed at all times. DLZ staff will attend four construction meetings on-site or at the MCDR offices (these are in addition to weekly progress meetings on site that will be attended by the field inspection staff).

Construction Inspection

A DLZ inspector will be on-site for 8 hours each day during construction. It is assumed that construction will occur during weekday and daytime hours only, and will not last more than 90 days.

All personnel assigned to a project will be equipped with the tools and devices required to successfully complete required tasks. Equipment will include a cellular phone with the direct connect features, personal laptop computers equipped with the FieldManager/FieldBook program, and all required safety equipment including hardhats, steel-toed boots, safety glasses, and reflective safety vests. All Technicians/Inspectors will be assigned individual trucks.

The DLZ team will perform inspection of the construction site to verify that proper SESC are in place. A MDEQ certified NPDES Storm Water Operator would be assigned to inspect and document the project according to the NPDES requirements. Any violation of the NPDES permit by the Contractor will be immediately reported to the MCDR Project Manager. Personnel performing inspection on areas where soil and erosion control are needed will have completed the Phase 1, 2, and 3 soil and erosion control training. A person in possession of a current SESC training certificate will be on site at all times and will be available to meet with MDEQ personnel who may visit the site.

The DLZ team will inspect traffic control items prior to devices being placed on the job. DLZ will also make at least daily inspections of traffic control devices to verify compliance with MDOT standards. DLZ will pay particular attention to "new" traffic switches/changes in projects that are constructed in different phases. The American Traffic Safety Services Association (ATSSA) guidelines for condition of traffic control devices will be used.

DLZ will assist the MCDR during the design phase of the project including two meetings at the MCDR to coordinate design and construction and to coordinate with business owners and other stakeholders.

Construction Staking

A DLZ survey crew will be on-site 10 hours each week during construction (12 weeks for construction). The estimate for construction staking assumes no more than one set of stakes for each of the following items:

EXHIBIT A – SCOPE OF SERVICES

- **Rough Grading** – The following shall be staked for at 100-foot intervals for rough grading purposes (A lath will be set at each point with the proposed grade cut/fill marked. Stakes for paved surfaces will be marked to finished pavement; stakes for unpaved surfaces will be marked to finished grade):
 - The crown of roadway (where applicable).
 - Edge of pavement.
 - The centerline of roadside and median ditches.
 - The catch point, where proposed grade meets existing grade.
 - The ROW line.
- **Drainage Structures (Manholes, inlets, flared end sections)** - (Not to exceed a maximum of 20 site visits) – A stake will be set at the design location of each structure along with two offset stakes at each structure. The rim and invert grade (if applicable) will be marked on one of the offset stakes.
- **Pavement Stakes** – A stake will be set at 3-foot offsets to the back of curb/edge of pavement and will be marked with finished top of curb/pavement elevations. These stakes will be set at 50-foot intervals, at all changes of geometry and at highs and lows.
- **Proposed drives** shall be staked at offset 3 feet from the edge of pavement.

Construction Testing

It is assumed that the MCDR will perform the material testing for this project. As an additional item, if authorized, the DLZ team will provide testing services for density control of the subgrade, the proposed sand subbase, and the proposed aggregate base materials.

If authorized, we will provide a qualified field engineering technician to perform the following site preparation and earthwork testing services:

- **Observe proof-rolling operations** for subgrade preparation and to evaluate native and imported fill soils, as well as base materials for alternate acceptance, where applicable.
- **Perform in-place nuclear density testing** to confirm compliance with the compaction specifications, verifying compaction achieved by the Contractor is a minimum of 95% of the Maximum Dry Density based on Michigan Cone (under concrete, curb and gutter, and for sidewalk or backfill), and 98% of the Maximum Dry Density based on Michigan Cone or Michigan T-180 (under asphalt restoration, if needed).
- **Field MDOT Michigan Cones, Michigan T-180's, and Michigan T-99's** will be performed, as appropriate, to determine the target density values for compaction control.
- **For this project, we estimate that seven in-place nuclear density testing visits** for our field engineering technicians will be required as well as four sieve analysis tests for aggregate gradation verification and acceptance.
- **We will prepare and submit reports documenting the services provided and the results of our testing.** Final copies will be transmitted and distributed to the MCDR after being reviewed and signed by an engineer licensed in the State of Michigan.
- **Deliverables, to be transmitted electronically on a weekly basis (email .pdf copies)** to the project distribution list, will include: Daily Field and Field Testing Reports to analyze field data for conformance to project specifications and project documents.

EXHIBIT B - COMPENSATION

EXECUTIVE DRIVE
Production Drive to Henry B Joy Boulevard
Harrison Township, Michigan

Macomb County Department of Roads

COMPENSATION - CONSTRUCTION ENGINEERING SERVICES DURING CONSTRUCTION PHASE OF PROJECT

Lump Sum Price for Construction Engineering Services During Construction Phase of Project	\$ 75,400
--	-----------

Additional Cost, If Authorized: Density Testing	\$ 8,000
---	----------

ASSUMED CONSTRUCTION CONTRACT DURATION

Time proposed for Construction Engineering Services	90 Days
---	---------

COMPENSATION - SERVICES DURING DESIGN PHASE OF PROJECT

All services provided during the design phase of the project will be billed to MCDR on an hourly basis using the rates shown in the attached rate schedule (Attachment 1). This includes meeting attendance, coordination, plan reviews, or any other services requested of DLZ during the design phase of the project.

ATTACHMENT 1

DLZ MICHIGAN, INC.		
STANDARD FEE STRUCTURE - ENGINEERING/ARCHITECTURAL		
2015		
Activity Code	Employee Classification	2015 Hourly Rate
1	Principal	\$220.00
49	Division Manager	\$190.00
50	Department Manager	\$165.00
55	Registered Land Surveyor	\$130.00
21	Project Manager	\$140.00
214	Senior Right-of-Way Engineer	\$140.00
330	Electrical Engineering Specialist	\$155.00
53/58	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Geologist III	\$130.00
52/57	Engineer II/Architect II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	\$120.00
51/56	Engineer I/Architect I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I	\$90.00
28	Designer I	\$85.00
29	Technician	\$65.00
147	Construction Administrator	\$110.00
152	Construction Observer	\$90.00
43	Clerical	\$60.00
Crew Classification		
143/99/9 9	3 – person Survey Crew	\$200.00
142/99	Topographic Survey Crew (straight time)	\$145.00
142/99	Topographic Survey Crew (over time)	\$220.00
63	1 – person Field Crew	\$110.00
63	1 – person Field Crew (over time)	\$150.00
GPS	1 – person GPS/RTK Field Crew	\$160.00
13	Field Survey Technician	\$65.00
Reimbursable Expenses		Rate
Mileage		\$0.575/mile
Travel Expenses		@ Cost
Living Expenses		@ Cost
Reproduction		Cost plus 10%
Subconsultants		Cost plus 10%
Equipment Rental		Cost plus 10%

Rates are subject to revision on January 1, 2016.

Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

EXHIBIT C
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICE AND PAYMENT PROCEDURES:** DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

2. **CONSTRUCTION SERVICES:** Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.

3. **SUBSURFACE INVESTIGATION:** DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. **AGENCY REVIEW:** In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

5. **SURVEY STAKING:** In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

6. **MISCELLANEOUS EXPENSES:** The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

7. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

8. **SAFETY:** DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

10. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

11. **INSURANCE:** DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. **INDEMNITY:** To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.

13. **LIMITATION OF LIABILITY:** No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, DLZ's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located.

15. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. **STATUTE OF LIMITATIONS:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

17. **SCHEDULE:** DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

18. **SHOP DRAWINGS:** DLZ will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. DLZ's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences or procedures.



COUNTY OF MACOMB VENDOR DISCLOSURE FORM

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

Vendor Name: DLZ Michigan, Inc.			Vendor Number (If Known):	
Street Address: 1425 Keystone Avenue			Vendor Phone Number: (517) 393-6800	
City: Lansing		State: MI	Zip Code: 48911	

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES

NO

If yes, please answer the following:

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any capacity, either compensated or non-compensated:

YES

NO

If yes, please answer the following:

director

officer

partner

trustee

member

employee

contractor

beneficiary

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

D. Position/Title with Vendor: _____

County of Macomb
Vendor Disclosure Form
DLZ Michigan, Inc.

3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

YES

NO

If yes, please answer the following:

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

D. % of Ownership of Vendor Organization: _____

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?

YES

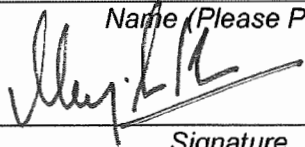
NO

If yes, please provide further explanation:

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

Manoj Sethi, P.E.

Name (Please Print)



Signature

President

Title

04/28/15

Date

PLEASE RETURN THE COMPLETED FORM TO:

Macomb County Finance Department
ATTN: Vendor Disclosure
120 North Main, 2nd Floor
Mount Clemens, MI 48043

SUBCONTRACT NO. _____
CONTROL SECTION NO. _____
JOB NO. _____
FED. PROJECT NO. _____
FED. ITEM NO. _____

DESIGN ENGINEERING CONTRACT

An Executive Drive PROJECT

THIS CONTRACT, made and entered into as of this date of _____, by and between Anderson, Eckstein and Westrick, Inc., a Consultant Engineering Corporation, of Shelby Township, Michigan, hereinafter referred to as the "CONSULTANT" and the Macomb County Department of Roads, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is desirous of proceeding with preparation of plans for the Executive Drive project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform design engineering services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the roadway improvements under the Executive Drive Road Reconstruction Project, said improvements to be hereinafter referred to as the "PROJECT."

" Design Engineering for Executive Drive including, topographical surveys, design, preparation of construction plans, cost estimates, and specifications. " and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT" for construction with the use of Economic Development Grant 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; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT 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 regarding 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 SHALL:

1. Conduct and prepare drawings for the topographical survey of the PROJECT work area.
2. Prepare preliminary/alignment plans for approval by the LOCAL AGENCY.
3. Coordinate design plans with local governmental agencies, including the Macomb County Drain Commission, Harrison Township, and the Detroit Water and Sewer Department.
4. Coordinate design plans with the franchise utility companies (electric, gas, cable, and phone).
5. Develop staging plans to accommodate truck and vehicular traffic during construction of the PROJECT.
6. Prepare final design plans, specification, and cost estimates for the PROJECT, and submit to the LOCAL AGENCY for final approval.
7. 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, that the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.
8. Supply all materials, including incidental copies required.
9. During the performance of the SERVICES, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.
10. Attend conferences and make such trips to the offices of the LOCAL AGENCY and to the site of the work to confer with representative of the LOCAL AGENCY or the DEPARTMENT as may be necessary in the carrying out of the work under this contract.
11. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.
12. Have in its employ a sufficient number of qualified employees available to complete the work of the PROJECT and to provide the final design documents for the review of the LOCAL AGENCY by June 5, 2015.
13. Permit the LOCAL AGENCY, the DEPARTMENT, and other public agencies interested in the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.

14. Upon completion of the scope of the PROJECT and final approval thereof by the LOCAL AGENCY, deliver to the LOCAL AGENCY the following:

- a. Six (6) copies of drawings at 24 x 36 inches and 11 x 17 inches in size.
- b. One (1) electronic copy of the drawings in PDF format.
- c. One (1) electronic copy of the drawings in Microstation (digital format).
- d. One (1) electronic copy of the cost estimate in MERL format.
- e. One (1) electronic copy of the specifications in PDF format.
- f. Upon request by the LOCAL AGENCY, make available thereto, all notes utilized in the preparation of the plans, supplemental specifications, and cost estimates.

15. Deleted

16. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

17. Commence SERVICE as set forth in this contract only upon receipt of written notice from the LOCAL AGENCY'S PROJECT manager that the CONSULTANT'S SERVICES are desired.

18. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 21.

19. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of a fixed fee amount which shall not exceed Twelve Thousand Seven Hundred Fifty and 00 cents for the topographical survey plus Forty Nine Thousand Seven Hundred Fifty and 00 cents for the design engineering.

20. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date.
- 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 once 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.

21. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual costs incurred for the work to be terminated up to the time of termination, as set forth in Section 19. The DEPARTMENT 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.

- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof been completed.

IT IS FURTHER AGREED THAT:

22. Approval of this contract by the DEPARTMENT in no way obligates the DEPARTMENT for any costs or other responsibilities, except as fiscal agent for the FHWA with respect to making federal funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.

23. 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 the property of the LOCAL AGENCY.

24. 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 of the LOCAL AGENCY and approval by the DEPARTMENT 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.

25. 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 Manager. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

26. 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 DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

27. 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 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.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and 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 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof.

- c. The parties hereto further agree that they accept the DEPARTMENT=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" attached hereto and made a part hereof, being an excerpt from Title 42 CFR Part 23, more specifically 23.43(a)(1) and (2) thereof.

28. 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 he 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, gifts, or any other consideration, contingent upon, or resulting from the award, or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall 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, gifts or contingent fee.

29. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

30. 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 DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

31. 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 DEPARTMENT and the FHWA.

32. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY and the DEPARTMENT, naming the Macomb County Department of Roads, the

Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

33. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

34. 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 in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is 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 of 49 CFR Part 29 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 in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification, which is 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 which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

35. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby 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.

36. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

Anderson, Eckstein and Westrick, Inc.

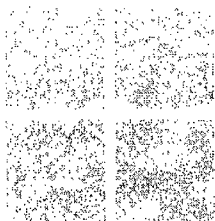
BY: Roy C. Rose Roy C. Rose
TITLE: President

BY: Lyle E. Winn Lyle E. Winn
TITLE: Senior Project Engineer

Macomb County Department of Roads

BY: _____
TITLE: Mark Deldin, Deputy County Executive

BY: _____
TITLE: _____



Hourly Charge Rates

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 147.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	134.00
LICENSED ENGINEER / SURVEYOR / ARCHITECT	121.00
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	99.00
TEAM LEADER	99.00
ENGINEERING AIDE III	83.00
ENGINEERING AIDE II	75.00
ENGINEERING AIDE I	67.00
ENGINEERING AIDE TRAINEE	48.00
SECRETARIAL (Special Projects)	40.00
SURVEY FIELD (3 PERSON CREW)	200.00
SURVEY FIELD (2 PERSON CREW)	167.00
SURVEY FIELD (1 PERSON CREW)	130.00
CONFINED SPACE ENTRY CREW (2 PERSON)	192.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	65.00
DATA COLLECTOR (SURVEY CREW)	28.00
GPS SURVEY EQUIPMENT	68.00

EFFECTIVE JANUARY 2015 AND
UPDATED ANNUALLY TO REFLECT CPI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters, Inc. 39475 13 Mile Rd Ste 106 Novi MI 48377	CONTACT NAME: Leah Fritch	PHONE (A/C, No, Ext): 248-553-8300	FAX (A/C, No):
	E-MAIL ADDRESS: lfritch@profunderwriters.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B :		
	INSURER C :		

INSURED **ANDER-1**

Anderson, Eckstein & Westrick, Inc.
 51301 Schoenherr Road
 Shelby Township MI 48315

COVERAGES **CERTIFICATE NUMBER:** 1715462655 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
4	Professional Liability			AEH003011886	6/4/2014	6/4/2015	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AEW Project # 0213-0119 Executive Drive Reconstruction (Design Services)


CERTIFICATE HOLDER

Macomb County Department of Roads
 117 South Groesbeck Hwy.
 Mount Clemens MI 48043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blanchard Agency 22955 21 Mile Road P. O. Box 606 Mt. Clemens MI 48046-0606	CONTACT NAME: Regina Miller	
	PHONE (A/C No. Ext): (586) 598-7300	FAX (A/C No.): (586) 598-7308
E-MAIL ADDRESS: jmiller@blanchardagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Frankenmuth Insurance		13986
INSURER B: Ansur America		10984
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1462004421 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CPP0718942	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		BA 0718942	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						MPD \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CPP0718942	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 0718942	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Macomb County Department of Roads is an additional insured under commercial liability for work performed by Named Insured, per written agreement, subject to policy provisions.

AEW Project #0213-1119 - Executive Drive Reconstruction

CERTIFICATE HOLDER Macomb County Department of Roads Attn: Robert Hoepfner, PE 117 South Groesbeck Highway Mt. Clemens, MI 48043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Meldrum/RM <i>David A. Meldrum</i>

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 Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an 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 shall 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers= representative of the contractor=s commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as following:

1. **Compliance with Regulations:** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention 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 contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this 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 its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has 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 Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials 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 Michigan Department of Transportation or the Federal Highway Administration 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 with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation
49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
 CONTROL SECTION NO. _____
 JOB NO. _____
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Roy C. Rose and a duly authorized representative of the firm of Anderson, Eckstein and Westrick, Inc., whose address is 51301 Schoenherr Road, Shelby Township, Michigan 48315 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above corporation) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above corporation) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

April 14, 2015
Date

Roy C. Rose
Signature

ATTACHMENT 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 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 of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom 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 Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposed,@ and Avoluntarily excluded@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending 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 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 ACertification 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 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.
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 processed 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 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 from covered transactions 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 indicated for or otherwise criminally or civilly charged by a government 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.

March 9, 1989

ATTACHMENT B
 (This is a reproduction of Appendix B of 49 C.F.R. 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 Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposal,@ and Avoluntarily 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 ACertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction,@ without notification, 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.

MACOMB COUNTY BASED PREFERENCE

A local preference percentage credit from the following allowance table will be applied to the bid of any County-based Enterprise. This credit will be subtracted from the bid of the County-based Enterprise. In comparing bids, the bid of the County –based Enterprise after subtraction of the credit shall be considered the official bid. However, if the County-based Enterprise is awarded the Contract, the bid without the equalization percentage credit shall be the Contract price.

<u>Contract Amount</u>	<u>Local Preference Percentage</u>
Up to \$50,000.00	5
\$50,000.00 to \$200,000.00	3
\$200,000.00 and over	1

1. No business shall receive these credits unless it has been certified by the Purchasing Manager.
2. Any business who claims entitlement to any local preference credit shall disclose the records necessary to establish eligibility to the County.
3. After applying any local preference credits as provided above, the Contract shall be awarded to the lowest Responsible Bidder thus evaluated.

IN ORDER TO DETERMINE IF YOUR BUSINESS IS ENTITLED TO RECEIVE A LOCAL PREFERENCE PERCENTAGE CREDIT PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your business headquarters physically located within Macomb County, or has it been conducting business at a location with a permanent street address in the County of Macomb on an ongoing basis for not less than one taxable year prior to your bid or response to this Request for Proposal? YES NO
2. Has your business paid property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract? YES NO
3. Are at least 50 percent of your regular full-time employees based at the County location to perform the proposed contract? YES NO
4. Has your business been dealing for at least one year on a regular commercial basis in the kind of goods or services which are the subject of this bid or proposal? YES NO

Drug Screening

To the extent not prohibited by law, all contracts for construction, repair, alteration, or rebuilding of a County building or other property shall include a provision requiring the contractor and any subcontractor providing services under the contract to conduct pre-hire screening for illegal drug use by their employees who provide services under the contract.

If applicable, is your business compliant with this requirement? YES No *N/A*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blanchard Agency 22955 21 Mile Road P. O. Box 606 Mt. Clemens MI 48046-0606	CONTACT NAME: Regina Miller PHONE (A/C. No. Ext.): (586) 598-7300 FAX (A/C. No.): (586) 598-7308 E-MAIL ADDRESS: jmiller@blanchardagency.com														
INSURED ANDERSON ECKSTEIN & WESTRICK INC 51301 SCHOENHERR RD SHELBY TOWNSHIP MI 48315-2733	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Frankenmuth Insurance</td> <td>13986</td> </tr> <tr> <td>INSURER B: Ansur America</td> <td>10984</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Frankenmuth Insurance	13986	INSURER B: Ansur America	10984	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Frankenmuth Insurance	13986														
INSURER B: Ansur America	10984														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: CL1462004421** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																						
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPP0718942	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">AUTOMOBILE LIABILITY</td> <td></td> <td rowspan="3">BA 0718942</td> <td rowspan="3">7/1/2014</td> <td rowspan="3">7/1/2015</td> <td>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>ANY AUTO</td> <td><input type="checkbox"/></td> <td>SCHEDULED AUTOS</td> <td>BODILY INJURY (Per person) \$</td> </tr> <tr> <td><input type="checkbox"/></td> <td>ALL OWNED AUTOS</td> <td><input type="checkbox"/></td> <td>NON-OWNED AUTOS</td> <td>BODILY INJURY (Per accident) \$</td> </tr> <tr> <td><input type="checkbox"/></td> <td>HIRED AUTOS</td> <td><input type="checkbox"/></td> <td></td> <td>PROPERTY DAMAGE (Per accident) \$</td> <td>MPD \$</td> </tr> </table>						AUTOMOBILE LIABILITY			BA 0718942	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	<input checked="" type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per person) \$	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS	BODILY INJURY (Per accident) \$	<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$
AUTOMOBILE LIABILITY			BA 0718942	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000																						
<input checked="" type="checkbox"/>	ANY AUTO	<input type="checkbox"/>				SCHEDULED AUTOS	BODILY INJURY (Per person) \$																					
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>				NON-OWNED AUTOS	BODILY INJURY (Per accident) \$																					
<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$	MPD \$																							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CPP0718942	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$																						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 0718942	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Macomb County Department of Roads is an additional insured under commercial liability for work performed by Named Insured, per written agreemen, subject to policy provisions.

AEW Project #0213-1119 - Executive Drive Reconstruction

CERTIFICATE HOLDER Macomb County Department of Roads Attn: Robert Hoepfner, PE 117 South Groesbeck Highway Mt. Clemens, MI 48043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Meldrum/RM <i>David A. Meldrum</i>
---	--



COUNTY OF MACOMB VENDOR DISCLOSURE FORM

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

Vendor Name: Anderson, Eckstein and Westrick, Inc.		Vendor Number (If Known): 	
Street Address: 51301 Schoenherr Rd.		Vendor Phone Number: (586) 726-1234	
City: Shelby Township	State: MI	Zip Code: 48315	

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES NO

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any capacity, either compensated or non-compensated:

YES NO

If yes, please answer the following:

- | | | | |
|-----------------------------------|-----------------------------------|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> director | <input type="checkbox"/> officer | <input type="checkbox"/> partner | <input type="checkbox"/> trustee |
| <input type="checkbox"/> member | <input type="checkbox"/> employee | <input type="checkbox"/> contractor | <input type="checkbox"/> beneficiary |

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____
- D. Position/Title with Vendor: _____

County of Macomb
Vendor Disclosure Form
Anderson, Eckstein and Westrick, Inc.

3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

YES NO

If yes, please answer the following:

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

D. % of Ownership of Vendor Organization: _____

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?


YES NO

If yes, please provide further explanation:

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

Vanessa A. Hayes
Name (Please Print)

CFO
Title


Signature

4/28/2015
Date

PLEASE RETURN THE COMPLETED FORM TO:

Macomb County Finance Department
ATTN: Vendor Disclosure
120 North Main, 2nd Floor
Mount Clemens, MI 48043



Macomb County Executive

Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

Date: May 5, 2015

RE: Agenda Item – Department of Roads, MDOT Contract – Executive Drive

Attached you will find documentation and a resolution from Department of Roads Director, Robert Hoepfner, to approve the contract between MDOT and Department of Roads for the reconstruction of Executive Drive in Harrison Township.

The economic development project provides a reconstructed main route through this industrial subdivision in Harrison Township.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the MDOT contract for Executive Drive as stated above.

PJL/smf

cc: Robert Hoepfner



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

--	--

RESOLUTION

Resolution to:

Approve the contract between MDOT and Department of Roads for the reconstruction of Executive Drive in Harrison Township.

Introduced By:

Commissioners James Carabelli & Robert Mijac, Infrastructure/Economic Dev Committee

Additional Background Information (If Needed):

Please see 2014 Resolution #257 attached.

*waived to Full Board by Finance Committee Chair

Infrastructure/Economic Development

Committee

05/12/2015

Meeting Date

Full Board*

5-14-15



Mark A. Hackel
County Executive

DEPARTMENT OF ROADS

117 South Groesbeck Highway ♦ Mount Clemens, Michigan 48043

Phone: (586) 463-8671

www.MacombCountyMi.gov/roads

Robert P. Hoepfner, P.E.
Director of Roads

05/04/2015

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Department of Roads
REQUEST APPROVAL / ADOPTION OF
MDOT CONTRACT - EXECUTIVE DRIVE

SUBJECT:

Contract between Dept of Roads and MDOT outlining the scope of work and cost for the reconstruction of Executive Drive in Harrison Township.

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

the attached contract for approval and signature by Mark Deldin

PURPOSE / JUSTIFICATION:

Required approval and signature on contract in order to proceed with project

FISCAL IMPACT / FINANCING:

TEDF-C funds were available for covering almost 90% of the construction cost of this project.

FACTS AND PROVISION / LEGAL REQUIREMENTS:

Standard MDOT contract - cannot be modified

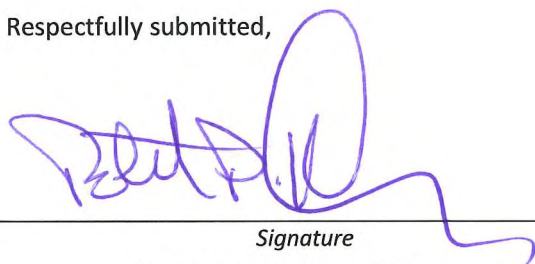
CONTRACTING PROCESS:

After contract is approved and executed, they will be returned to MDOT for final approval and signature

IMPACT ON CURRENT SERVICES (PROJECTS):

This economic development project provides a reconstructed main route through this industrial subdivision in Harrison Township.

Respectfully submitted,



Signature

Robert Hoepfner, Director
Department of Roads



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344

CONTACT / PROGRAM INFORMATION		
Contract / Program Title: MDOT Contract - Executive Drive	GRANT <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> Funded	Return By Date: 05/12/2015

DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

1. RISK & CONTRACT MANAGEMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
REQUESTING DEPARTMENT

J. Adam 5/4/15
Authorized Signature Date

Department Received Stamp:

RECEIVED
MAY 4 2015
Risk Management & Safety

2. FINANCE DEPARTMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Marybeth Thomas 5/4/15
Authorized Signature Date

Department Received Stamp:

3. OFFICE OF CORPORATION COUNSEL -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Seth Schull 5 MAY 2015
Authorized Signature Date

Department Received Stamp:

RECEIVED
MAY 04 2015
CORPORATION COUNSEL

4. OFFICE OF COUNTY EXECUTIVE -

- Approved
- BOC Review Required
-
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Carol Deane 5-5-15
Authorized Signature Date

Department Received Stamp:

EXECUTIVE OFFICE
MAY 05 2015
RECEIVED



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION																	
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015															
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344															
CONTACT / PROGRAM INFORMATION																	
Contract / Program Title: MDOT Contract - Executive Drive		GRANT <input type="checkbox"/> AWARD (County Recipient) <input checked="" type="checkbox"/> Funded (Program)															
Vendor Number (if known):	Vendor Name:	Vendor Disclosure Form Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> IFAS <input type="checkbox"/> No (N/A)															
Original Contract Amount: \$ 1,877,300.00	Amendment Amount: \$	Total Amended Contract Amount: \$ 1,877,300.00	Funding Source - Org Key / Object - (If known): MCDR and TEDFC funds														
Contract Begin Date: 07/01/2015	Amendment Date:	Contract End Date: 09/30/2015	Targeted Committee Date: 05/12/2015														
Contract: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any):		Amendment Number:														
Contract Bid: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If not bid out, please explain: Will be bid out in June	Lowest Bid: If not lowest bid, please explain: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
Bid Number:	How many bidders responded?	Winning bidder Macomb County Entity: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Explain:															
Contract / Program Synopsis: MDOT contract outlining scope of Executive Drive contract totaling an estimated \$1,877,300 with TEDF-C funds to cover \$1,634,640, leaving a balance of \$242,660 to be covered by the Dept of Roads. This project involves the reconstruction of Executive Drive in an industrial subdivision in Harrison Township.																	
OTHER CONTRACT INFORMATION																	
<input type="checkbox"/> CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.																	
PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"><input type="checkbox"/></td> <td>1. AWARDING A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>2. AWARDING A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>3. AWARDING A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>4. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>5. EMPLOYER PAID FRINGE BENEFITS.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>6. COLLECTIVE BARGAINING AGREEMENTS.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.</td> </tr> </table>				<input type="checkbox"/>	1. AWARDING A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE.	<input checked="" type="checkbox"/>	2. AWARDING A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION.	<input type="checkbox"/>	3. AWARDING A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.	<input type="checkbox"/>	4. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.	<input type="checkbox"/>	5. EMPLOYER PAID FRINGE BENEFITS.	<input type="checkbox"/>	6. COLLECTIVE BARGAINING AGREEMENTS.	<input type="checkbox"/>	7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.
<input type="checkbox"/>	1. AWARDING A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE.																
<input checked="" type="checkbox"/>	2. AWARDING A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION.																
<input type="checkbox"/>	3. AWARDING A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.																
<input type="checkbox"/>	4. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.																
<input type="checkbox"/>	5. EMPLOYER PAID FRINGE BENEFITS.																
<input type="checkbox"/>	6. COLLECTIVE BARGAINING AGREEMENTS.																
<input type="checkbox"/>	7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.																

2014 RESOLUTION NO. 257

*Official Resolution of the Board of Commissioners
Macomb County, Michigan*

**Resolution Supporting Macomb County's Proposal To Request
MDOT's Transportation Economic Development Fund (TEDF)
For Executive Drive In Harrison Township**

**Commissioner James Carabelli, Supported by Commissioner Kathy Vosburg and
Commissioner Fred Miller on Behalf of the Board of Commissioners,
Offers the Following Resolution:**

WHEREAS, Macomb County is submitting a proposal to request Michigan Department of Transportation (MDOT) Transportation Economic Development Fund (TEDF) Category A funding to reconstruct Executive Drive in Harrison Township; and

WHEREAS, MDOT's TEDF was established by Public Act 231 of 1987 to promote increased economic potential and improve the quality of life through the support of manufacturing job creation and retention in Michigan; and

WHEREAS, Category A funding is available for economic development road projects to improve the network of highway services essential to economic competitiveness, improve accessibility to target industries as a catalyst for economic growth, support private initiatives that create or retain jobs, and encourage economic development and redevelopment efforts that improve the health, safety, and welfare of Michigan citizens; and

WHEREAS, Michigan's TEDF will fund 80 percent of the construction costs related to fixing Executive Drive, and Macomb County will fund 20 percent; and

WHEREAS, Macomb County has the right-of-way of Executive Drive in Harrison Township, and therefore receipt of TEDF funding will bring more dollars to Macomb County; and

WHEREAS, among other businesses, Executive Drive serves Yanfeng USA Automotive Trim Systems Inc. (Yanfeng USA), an interior automotive components business that currently support Chrysler and GM, and has been operational in the Macomb County since 2010, with two facilities in Harrison Township and City of Warren; and

WHEREAS, Yanfeng USA Automotive Trim Systems, Inc. is a wholly-owned subsidiary of Yanfeng Visteon Automotive Trim System Co., Ltd. which is headquartered in Shanghai, China, and had over \$7.2 billion in sales in 2012; and

WHEREAS, Yanfeng USA will be investing over \$51 million to the Harrison Township facility, and will also be creating 519 new jobs and retaining 130 jobs and the TEDF will be a critical incentive to assist in the company's expansion in Macomb County; and

WHEREAS, Yanfeng USA is estimated to also **bring in over \$6 million in taxes to Macomb County and it's municipalities**; and

WHEREAS, on October 27, 2014, the Harrison Township Board of Trustees also adopted a resolution to support Macomb County's application for TEDF funding for Executive Drive; and

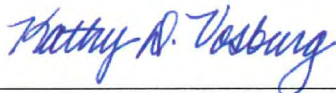
WHEREAS, the application to MDOT was due on November 5, 2014, but MDOT has allowed a late submission of this resolution to accommodate the Macomb County Board of Commissioner Committee meeting dates.

NOW THEREFORE BE IT RESOLVED that Macomb County Board of Commissioners support Macomb County's proposal to request MDOT's TEDF to improve Executive Drive in Harrison Township.

BE IT FURTHER RESOLVED that hard copies of this resolution, digital copies if possible, be provided to Michigan Department of Transportation - Urban Project Development Specialist Vincent Ranger, Macomb County Office of County Executive, Macomb County Department of Roads, Macomb County Planning and Economic Development, Harrison Township Board of Trustees, and Michigan Economic Development Corporation.

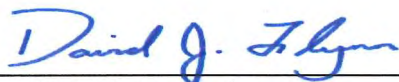


James Carabelli
Macomb County Commissioner, District 6



Kathy Vosburg
Macomb County Commissioner, District 8

Fred Miller
Macomb County Commissioner, District 9



David J. Flynn, Chairman
Macomb County Board of Commissioners



Carmella Sabaugh, County Clerk

Passed at 11-20-14 Full Board Meeting

TED (A)
NON FED

CAB
Control Section EDA 50222
Job Number 127271A
Contract No. 15-5239

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MACOMB, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Harrison Township, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated April 16, 2015, attached hereto and made a part hereof:

Reconstruction work along Executive Drive from Henry B Joy Boulevard to Production Drive; including widening intersection work of Executive Drive at both from Henry B Joy Boulevard and Production Drive intersection; and all together with necessary related work

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.

- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.
- The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.
- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for

construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
 - (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
 - (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 87 percent of the approved and responsible low bid amount, or (2) \$1,634,640. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$1,634,640. The grant includes those activities of preliminary engineering, right-of-way acquisition, construction, and construction engineering related to the

grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 87 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the

REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the

REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant 1232.2 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY 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.

15. In addition to any protection afforded by a policy of insurance, the REQUESTING PARTY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT 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 REQUESTING PARTY in connection with the contract which the REQUESTING PARTY shall perform under the terms of this contract; and
- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of the Agreement, including the design of the PROJECT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY 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 REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract, it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree 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. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

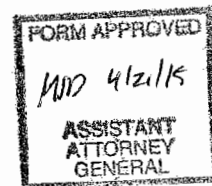
BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF MACOMB

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDB
4/17



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

Date: May 5, 2015

RE: Agenda Item – Department of Roads, Irwin Road Contract with Springline Excavating

Attached you will find documentation and a resolution from Department of Roads Director, Robert Hoepfner, to approve the award of bid to Springline Excavating and contract for the Irwin Road over Coon Creek bridge replacement and culvert extension of 21 Mile Road over Crittenden Drain.

Irwin Road is currently posted with weight restrictions and replacement is necessary. The 21 Mile culvert requires extension in order to add bypass and deceleration lane on 21 Mile at the Macomb Township Fire Department.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the Springline Excavating contract as stated above.

PJL/smf

cc: Robert Hoepfner



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

--	--

RESOLUTION

Resolution to:

Approve the award of bid to Springline Excavating and contract for the Irwin Road over Coon Creek bridge replacement and culvert extension of 21 Mile Road over Crittenden Drain.

Introduced By:

Commissioners James Carabelli & Robert Mijac, Infrastructure/Economic Dev Committee

Additional Background Information (If Needed):

Project is budgeted in the Dept of Roads Construction Budget.

*waived to Full Board by Finance Committee Chair

Infrastructure/Economic Development

Committee

05/12/2015

Meeting Date

Full Board*

5-14-15



Mark A. Hackel
County Executive

DEPARTMENT OF ROADS

117 South Groesbeck Highway ♦ Mount Clemens, Michigan 48043

Phone: (586) 463-8671

www.MacombCountyMi.gov/roads

Robert P. Hoepfner, P.E.
Director of Roads

05/04/2015

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Department of Roads
REQUEST APPROVAL / ADOPTION OF
IRWIN ROAD OVER COON CREEK AWARD & CONTRACT

SUBJECT:

Award of bid for the Irwin Road over Coon Creek bridge and 21 Mile over Crittenden Drain projects and contract between Dept of Roads and Springline Excavating outlining the scope of work for these projects.

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

the attached award of bid and contract for approval and signature by Mark Deldin

PURPOSE / JUSTIFICATION:

Required approvals and signatures on contracts to proceed with project

FISCAL IMPACT / FINANCING:

Project is budgeted in 2015 Department of Roads Construction Budget

FACTS AND PROVISION / LEGAL REQUIREMENTS:

Standard construction contract for Dept of Roads

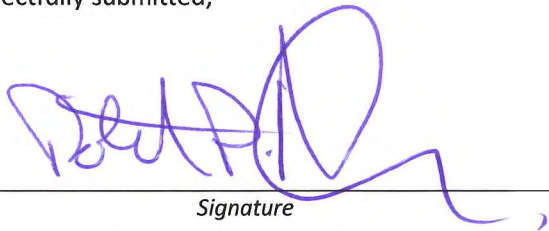
CONTRACTING PROCESS:

After contracts are approved and executed, an original will be provided to contractor with a notice to proceed with work

IMPACT ON CURRENT SERVICES (PROJECTS):

Irwin Road is currently posted with weight restrictions and replacement is necessary. The 21 Mile culvert requires extension in order to add bypass and deceleration lane on 21 Mile at the Macomb Township Fire Department.

Respectfully submitted,



Signature

Robert Hoepfner, Director
Department of Roads



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344

CONTACT / PROGRAM INFORMATION	
Contract / Program Title: Irwin Road over Coon Creek and 21 Mile Contract	GRANT <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> Funded Return By Date: 04/16/2015

DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

1. RISK & CONTRACT MANAGEMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
REQUESTING DEPARTMENT

J. P. Aleson 5/4/15
Authorized Signature Date

Department Received Stamp:
RECEIVED
MAY 4 2015
Risk Management & Safety

2. FINANCE DEPARTMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Marybeth Arman 5/4/15
Authorized Signature Date

Department Received Stamp:

3. OFFICE OF CORPORATION COUNSEL -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

John A. Sharp 5 MAY 2015
Authorized Signature Date

Department Received Stamp:
RECEIVED
MAY 04 2015
CORPORATION COUNSEL

4. OFFICE OF COUNTY EXECUTIVE -

- Approved
- BOC Review Required
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Clare Collier 5-5-15
Authorized Signature Date

Department Received Stamp:
EXECUTIVE OFFICE
MAY 05 2015
RECEIVED



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION			
Department Leader: Robert Hoepfner	Department: Roads	Date: 05/04/2015	
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344	
CONTACT / PROGRAM INFORMATION			
Contract / Program Title: Irwin Road over Coon Creek and 21 Mile Contract		GRANT <input type="checkbox"/> AWARD (County Recipient) <input checked="" type="checkbox"/> Funded (Program)	
Vendor Number (if known):	Vendor Name:	Vendor Disclosure Form Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> IFAS <input type="checkbox"/> No (N/A)	
Original Contract Amount: \$ 899,745.90	Amendment Amount: \$	Total Amended Contract Amount: \$ 899,745.90	Funding Source - Org Key / Object - (If known): MCDR & Macomb Twp
Contract Begin Date: 05/18/2015	Amendment Date:	Contract End Date: 09/30/2015	Targeted Committee Date: 05/12/2015
<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any):		Amendment Number:
Contract Bid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If not bid out, please explain:	Lowest Bid: If not lowest bid, please explain: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Bid Number: 1310/1522	How many bidders responded? 6	Winning bidder Macomb County Entity: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Explain: Detroit company	
Contract / Program Synopsis: Bid award to Springline Excavating and construction contract outlining scope of project and cost. Two projects combined - Irwin Road bridge replacement and 21 Mile culvert extension. Bond and insurance certificate will be secured at the time Springline executes contract and returns to Dept of Roads prior to start of construction.			
OTHER CONTRACT INFORMATION			
<input type="checkbox"/> CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.			
PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):			
<input type="checkbox"/> 1. AWARDING A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE. <input checked="" type="checkbox"/> 2. AWARDING A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION. <input type="checkbox"/> 3. AWARDING A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT. <input type="checkbox"/> 4. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH. <input type="checkbox"/> 5. EMPLOYER PAID FRINGE BENEFITS. <input type="checkbox"/> 6. COLLECTIVE BARGAINING AGREEMENTS. <input type="checkbox"/> 7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.			

CONTRACT

IRWIN ROAD OVER COON CREEK BRIDGE REPLACEMENT WO #1522 &
21 MILE ROAD OVER CRITTENDEN DRAIN CULVERT EXTENSION WO #1310

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the MACOMB COUNTY DEPARTMENT OF ROADS, State of Michigan, Party of the first part, and Springline Excavating, LLC, 10560 Grand River Ave, Detroit, MI 48204 party of the second part.

WITNESSETH, That the party of the second part, for, and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish and deliver all the materials and do and perform all the work and labor required in the improvement of

IRWIN ROAD OVER COON CREEK

This project includes the removal of the existing steel I-beam structure and concrete/cobblestone abutments and installing a 40-foot long, 20-foot span, 5-foot rise concrete box culvert. Associated work consists of furnishing and placing precast footings and wing-walls, paving two lanes of HMA over the structure and approaches, installing guardrail, placing riprap, drainage items, channel cleanout, and restoration.

21 MILE ROAD OVER CRITTENDEN DRAIN

This project includes the removal of existing fascia box section and installing 88-feet of, 16-foot span, 7-foot rise concrete box culvert. Associated work consists of furnishing and placing precast footings and wing-walls, paving a 12-foot wide HMA by-pass lane, concrete curb and gutter, concrete drive approaches, placing riprap, drainage items, channel cleanout, and restoration.

FURTHER, That said party of the second part agrees to start work within ten (10) days after receiving notice to do so from said party of the first part and to complete the work on or before _____.

IN CONSIDERATION WHEREOF, The said parties of the first part, as such, Macomb County Department of Roads, and in pursuance of the statute in such case made and provided, hereby agree to pay to said party of the second part for all work done, the following attached unit prices:

Macomb County Department of Roads Schedule of Items (Itemized Bid Sheet)

Letting Date: Tuesday, April 14, 2015 11:00 AM

Contract ID:	WO #1310/#1522		
Location:	Irwin Road & 21 Mile Road Armada Township & Macomb Township, Macomb County		
Description:	Bridge replacement with precast concrete box culvert on Irwin Road over Coon Creek. Culvert extension on 21 Mile Road over Crittenden Drain and by-pass lane on north side of 21 Mile Road.		
Project Number:	WO #1310/#1522	Project Engineer:	Scott C. Wanagat, P.E.
Estimate Number:	2	Date Created:	3/10/2015
Project Type:	Bridge Construction	Fed/State #:	N/A
Location:	Irwin Road & 21 Mile Road Armada Township & Macomb Township, Macomb County	Fed Item:	N/A
Description:	Bridge replacement with precast concrete box culvert on Irwin Road over Coon Creek. Culvert extension on 21 Mile Road over Crittenden Drain and by-pass lane on north side of 21 Mile Road.		

Instructions to Bidders: **IMPORTANT NOTICE:**
 If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price.
 If the proposal provides a specified price for any of the following work items, and if you bid a price higher or lower than that specified price, your bid will be adjusted to reflect that specified price.
 If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
0001 1500001	Mobilization, Max. _____	1	LS	LUMP		40000	00
0002 2010001	Clearing	2.69	Acre	20000	00	53800	00
0003 2020004	Tree, Rem, 6 inch to 18 inch	2	Ea	240	00	480	00
0004 2030011	Dr Structure, Rem	1	Ea	655	00	655	00
0005 2030015	Sewer, Rem, Less than 24 inch	277	Ft	17	00	4709	00
0006 2040035	Guardrail, Rem	401	Ft	7	00	2807	00
0007 2040050	Pavt, Rem	280	Syd	11	00	2860	00
0008 2040060	Structures, Rem	1	LS	LUMP		4000	00
0009 2040061	Structures, Rem Portions	1	LS	LUMP		9000	00
0010 2050041	Subgrade Undercutting, Type II	200	Cyd	30	00	6000	00
0011 2057002	Station Grading	7	Sta	4600	00	32200	00
0012 2057021	Excavation, Channel, Modified	406	Cyd	22	00	8932	00
0013 2060002	Backfill, Structure, CIP	588	Cyd	38	00	22344	00
0014 2060010	Excavation, Fdn	424	Cyd	32	00	13568	00
0015 2080014	Erosion Control, Filter Bag	1	Ea	200	00	200	00
0016 2080020	Erosion Control, Inlet Protection, Fabric Drop	8	Ea	135	00	1080	00
0017 2080036	Erosion Control, Silt Fence	2,150	Ft	2	00	4300	00
0018 3010002	Subbase, CIP	273	Cyd	27	00	7371	00
0019 3027011	Aggregate Base, 6 inch, Modified	1,438	Syd	9	00	12942	00
0020 3027021	Culv Bedding, Box Culv, Modified	126	Cyd	57	00	7182	00
0021 3067011	Aggregate Surface Cse, 12 inch, Modified	413	Syd	16	00	6608	00
0022 3077011	Shoulder, CI II, 7 inch, Modified	106	Syd	22	00	2332	00

Contract # WO #1310/#1522 (Irwin Road & 21 Mile Road Armada Township & Macomb Township,
Macomb County)
MERL: 5.2.6

Page 2 of 5

3/13/2015 11:23:41 AM

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0023	3080010	Geotextile, Stabilization	759	Syd	2	00	1518	00
0024	4020987	Sewer, CI IV, 12 inch, Tr Det B	104	Ft	47	00	4888	00
0025	4020988	Sewer, CI IV, 15 inch, Tr Det B	164	Ft	50	00	8200	00
0026	4020989	Sewer, CI IV, 18 inch, Tr Det B	32	Ft	54	00	1728	00
0027	4021231	Sewer Bulkhead, 15 inch	1	Ea	320	00	320	00
0028	4030005	Dr Structure Cover, Adj, Case 1	3	Ea	900	00	2700	00
0029	4030010	Dr Structure Cover, Type B	1	Ea	350	00	350	00
0030	4030040	Dr Structure Cover, Type G	5	Ea	300	00	1500	00
0031	4030045	Dr Structure Cover, Type J	1	Ea	730	00	730	00
0032	4030200	Dr Structure, 24 inch dia	1	Ea	950	00	950	00
0033	4030210	Dr Structure, 48 inch dia	6	Ea	1350	00	8100	00
0034	4030280	Dr Structure, Adj, Add Depth	3	Ft	670	00	2010	00
0035	4030312	Dr Structure, Tap, 12 inch	2	Ea	550	00	1100	00
0036	4030315	Dr Structure, Tap, 15 inch	1	Ea	575	00	575	00
0037	4030318	Dr Structure, Tap, 18 inch	1	Ea	600	00	600	00
0038	4037050	_ Dr Structure Cover, Type B, Modified	3	Ea	350	00	1050	00
0039	4040031	Underdrain, Fdn, 4 inch	342	Ft	6	00	2052	00
0040	4040061	Underdrain, Subbase, 4 inch	480	Ft	8	00	3840	00
0041	4040091	Underdrain Outlet, 4 inch	100	Ft	18	00	1800	00
0042	4040111	Underdrain, Outlet Ending, 4 inch	10	Ea	200	00	2000	00
0043	4067001	_ Culv, Precast Conc Box, 16 Foot by 7 Foot	88	Ft	2900	00	255200	00
0044	4067001	_ Culv, Precast Conc Box, 20 Foot by 5 Foot	40	Ft	3800	00	152000	00

Contract # WO #1310/#1522 (Irwin Road & 21 Mile Road Armada Township & Macomb Township,
Macomb County)
MERL: 5.2.6


Page 3 of 5
3/13/2015 11:23:41 AM

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
0045	5010009	Edge Trimming	410	Ft	2	00	820	00
0046	5010045	HMA, 3E3	218	Ton	86	00	18748	00
0047	5010051	HMA, 4E3	126	Ton	91	00	11466	00
0048	5010057	HMA, 5E3	126	Ton	96	00	12096	00
0049	6027011	Conc Pavt, Misc, Nonreinf, 7 inch, Modified	17	Syd	95	00	1615	00
0050	6027011	Conc Pavt, Misc, Nonreinf, 9 inch, Modified	32	Syd	100	00	3200	00
0051	6030030	Lane Tie, Epoxy Anchored	25	Ea	10	00	250	00
0052	7100001	Joint Waterproofing	196	Sft	2	00	392	00
0053	7100008	Membrane, Preformed Waterproofing	4,525	Sft	3	00	13575	00
0054	7117001	Bridge Railing - Guardrail Type	50	Ft	330	00	16500	00
0055	8010006	Driveway, Nonreinf Conc, 7 inch	160	Syd	65	00	10400	00
0056	8020016	Curb and Gutter, Conc, Det B2	412	Ft	35	00	14420	00
0057	8070042	Guardrail Approach Terminal, Type 2B	4	Ea	2500	00	10000	00
0058	8070080	Guardrail Reflector	8	Ea	5	00	40	00
0059	8077050	Guardrail Anchorage - Bridge, Nested Type	4	Ea	910	00	3640	00
0060	8080011	Fence, Chain Link, 48 inch	58	Ft	20	00	1160	00
0061	8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	350	Ft	2	00	700	00
0062	8110094	Pavt Mrkg, Polyurea, 6 inch, White	350	Ft	2	00	700	00
0063	8120020	Barricade, Type III, High Intensity, Furn	18	Ea	60	00	1080	00
0064	8120021	Barricade, Type III, High Intensity, Oper	18	Ea	0	01	0	18
0065	8120140	Lighted Arrow, Type C, Furn	1	Ea	295	00	295	00
0066	8120141	Lighted Arrow, Type C, Oper	1	Ea	5	00	5	00

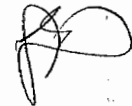
Contract # WO #1310/#1522 (Irwin Road & 21 Mile Road Armada Township & Macomb Township,
Macomb County)
MERL: 5.2.6

Page 4 of 5
3/13/2015 11:23:41 AM

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount			
				Dollars	Cts	Dollars	Cts		
0067	8120170	Minor Traf Devices	1	LS	LUMP		3850	00	
0068	8120250	Plastic Drum, High Intensity, Furn	50	Ea	15	00	750	00	
0069	8120251	Plastic Drum, High Intensity, Oper	50	Ea	0	01	0	50	
0070	8120330	Sign, Portable, Changeable Message, Furn	1	Ea	1800	00	1800	00	
0071	8120331	Sign, Portable, Changeable Message, Oper	1	Ea	1	00	1	00	
0072	8120350	Sign, Type B, Temp, Prismatic, Furn	1,142	Sft	3	50	3997	00	
0073	8120351	Sign, Type B, Temp, Prismatic, Oper	1,142	Sft	0	01	11	42	
0074	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	80	Sft	7	50	600	00	
0075	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	80	Sft	0	01	0	80	
0076	8120370	Traffic Regulator Control	1	LS	LUMP		12500	00	
0077	8137011	_ Riprap, Heavy, Modified	304	Syd	88	00	26752	00	
0078	8167011	_ Turf Establishment	5,300	Syd	5	00	26500	00	
0079	8230095	Hydrant, Relocate, Case 1	1	Ea	5300	00	5300	00	
Total Bid:								899,745	90

Contractor: SPS/Stone Excavating LLC


 (Signature) 4/14/15
 Steve Rooker, Member (Date)



MACOMB COUNTY DEPARTMENT OF ROADS

SPECIAL PROVISION
FOR
SUBCONTRACT PROVISIONS

The Contractor may sublet any or all of the Specialty Items" designated below, plus 60 percent (60%) of the contract amount remaining after subtracting the value of the "Specialty Items". If any subdivision of a contract item is subcontracted, the entire unit may be considered as subcontracted.

The Contractor shall list the name and address of the proposed subcontractor in the space provided for the particular item of work to be sublet. Approval of any subcontractor will not be given unless and until it is determined by the MCDR that it is qualified to bid on the type and magnitude of work proposed, and shall have executed a subcontract in a form acceptable to the MCDR.

The Contractor shall abide by the provisions set forth herein. Any item of work performed by other than the Contractor or approved subcontractors will be considered as unauthorized and shall not be paid for under the provisions of the contract.

<u>NAME-OF-SUBCONTRACTOR-&-ADDRESS</u>	<u>SPECIALTY-ITEMS</u>
<u>Timmer Construction</u>	<u>Custom Place Concrete</u>
<u>James P Contracting</u>	<u>Asphalt</u>
<u>GM+ Sons Inc</u>	<u>Misc Concrete</u>
_____	_____

<u>NAME-OF-SUBCONTRACTOR-&-ADDRESS</u>	<u>OTHER-ITEMS</u>
<u>Nationwide Fence</u>	<u>Guardrail</u>
<u>Owen Tree</u>	<u>Tree Removal + Clearing</u>
<u>State Barricade</u>	<u>Traffic Control</u>
<u>PK</u>	<u>Striping</u>

NOTICE-TO-BIDDERS:

Signatures must comply with Subsection 102.05 of the current Standard Specifications to which attention is particularly directed.

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the Engineer, prices which are not included in the above items. The procedure and schedule of payment for extra work shall be as outlined in the current Michigan Department of Transportation Standard Specifications under "Payment For Extra Work".

The work shall be done in accordance with the plans and as outlined in the Bid Proposal for the project under the direct supervision and to the complete satisfaction of the Macomb County Department of Roads.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____ 20____.

ATTEST:

MACOMB COUNTY:

Mark F. Deldin, Deputy County Executive

IN THE PRESENCE OF:

Firm Name

By and Title

Address

Telephone Number

MACOMB COUNTY BASED PREFERENCE

A local preference percentage credit from the following allowance table will be applied to the bid of any County-based Enterprise. This credit will be subtracted from the bid of the County-based Enterprise. In comparing bids, the bid of the County-based Enterprise after subtraction of the credit shall be considered the official bid. However, if the County-based Enterprise is awarded the Contract, the bid without the equalization percentage credit shall be the Contract price.

<u>Contract Amount</u>	<u>Local Preference Percentage</u>
Up to \$50,000.00	5
\$50,000.00 to \$200,000.00	3
\$200,000.00 and over	1

1. No business shall receive these credits unless it has been certified by the Purchasing Manager.
2. Any business who claims entitlement to any local preference credit shall disclose the records necessary to establish eligibility to the County.
3. After applying any local preference credits as provided above, the Contract shall be awarded to the lowest Responsible Bidder thus evaluated.

IN ORDER TO DETERMINE IF YOUR BUSINESS IS ENTITLED TO RECEIVE A LOCAL PREFERENCE PERCENTAGE CREDIT PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your business headquarters physically located within Macomb County, or has it been conducting business at a location with a permanent street address in the County of Macomb on an ongoing basis for not less than one taxable year prior to your bid or response to this Request for Proposal? YES ___ NO
2. Has your business paid property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract? YES ___ NO
3. Are at least 50 percent of your regular full-time employees based at the County location to perform the proposed contract? YES ___ NO
4. Has your business been dealing for at least one year on a regular commercial basis in the kind of goods or services which are the subject of this bid or proposal? YES ___ NO

Drug Screening

To the extent not prohibited by law, all contracts for construction, repair, alteration, or rebuilding of a County building or other property shall include a provision requiring the contractor and any subcontractor providing services under the contract to conduct pre-hire screening for illegal drug use by their employees who provide services under the contract.

If applicable, is your business compliant with this requirement? YES No ___

Springline Excavating LLC
 10560 Grand River Ave 17
 Detroit MI 48204
 313 441-1188

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

As Principal and _____

as Sureties, are held firmly bound unto the MACOMB COUNTY DEPARTMENT OF ROADS, State of Michigan, in the penal sum of _____ Dollars, to be paid to said MACOMB COUNTY DEPARTMENT OF ROADS in lawful money of the United States, to its certain attorney or assigns, to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS. Dated this _____ day of _____, 20_____.

The condition of this bond of obligation is that the above named Principal _____ shall and will well and faithfully, do execute and perform _____

contract with the said MACOMB COUNTY DEPARTMENT OF ROADS, which contract is hereto attached, according to the terms and conditions thereof; then this obligation shall be void else to be and remain in full force and effect.

Principal

Sureties

MATERIAL, LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
_____ as Principal, and _____

as Surety, are held and firmly bound unto the people of the State of Michigan in the sum of _____ Dollars, lawful money of the United States, to be paid to the said people of the State of Michigan, or to its assigns, or to any person entitled thereto in accordance with the provisions of Act 187 of the P.A. of Michigan, Session 1905, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, assigns and successors, and each and everyone of them firmly by these presents.

SEALED WITH OUR SEALS, and dated the _____ day of _____, 20 _____.

The Condition of this obligation is such that whereas the above-bounded principal has been awarded the contract by the MACOMB COUNTY DEPARTMENT OF ROADS, State of Michigan, to construct a _____ for the performance of certain work as more fully appears as set out in the contract hereto attached, together with proposals, instructions, explanations, plans and specifications hereto attached.

NOW, THEREFORE, The condition of this obligation is such that if there shall be paid, as the same shall come due and payable, all indebtedness which may arise from said Contractor to a Sub-Contractor to any person, firm or corporation on account of any labor performed or materials furnished in making the improvement provided for in the annexed contract, or if the said Contractor shall pay, as aforesaid, all parties performing labor or furnishing materials in said work, then this obligation to be void, otherwise to remain in full force and effect.

Principal

Sureties

CERTIFICATE OF INSURANCE FOR CONSTRUCTION AND RECONSTRUCTION PROJECTS

NOTE: INSURANCE COMPANY MUST BE LICENSED IN THE STATE OF MICHIGAN

The subscribing insurance company certifies to the Macomb County Department of Roads that insurance of the kinds and types and for limits of liability covering the work herein designated, has been procured by and furnished on behalf of the insured contractor named in item one (1).

1. NAME OF INSURED: Springline Excavating, LLC
 ADDRESS OF INSURED: 10560 Grand River Ave
 Detroit, MI 48204
2. LOCATION and DESCRIPTION OF WORK Irwin over Coon Creek & 21 Mi over Crittenden Drain
3. Type of Insurance (indicate policy amount if other than Minimum Limits shown*)
 - A. Comprehensive General Liability – including coverage for Contractual Liability Insurance, Completed Operations and/or Product Liability, X, C, and
 - B. Comprehensive Auto Liability Insurance including coverage for owned, hired and non-owned vehicles.
 - C. Owners & Contractors Protective Public Liability & Property Damage Insurance.
 - D. Workmen’s Compensation.
 - E. Umbrella or Excess Liability.

TYPE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	COVERAGE	EACH OCCURANCE	AGGREGATE
A.				B.I. & P.D.	1,000,000	2,000,000.*
B.						
				Combined Single Limit	\$1,000,000*	
C.				B.I. & P.D.	\$1,500,000.*	\$3,000,000*
Named insured for (C) shall include the following: <u>Macomb County Department of Roads</u> <u>(Furnish three (3) copies of policy with this certificate)</u>						
D.	Coverage A – Compensation			MI STATUTORY	\$500,000.*	
	Coverage B – Employer’s Liability				\$500,000./\$500,00./\$500,00.*	
E.					\$2,000,000.*	\$2,000,000.*

Named Insured for (C) shall include the following: MACOMB COUNTY DEPARTMENT OF ROADS AND ITS EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, AND ALL CITIES, TOWNSHIPS IN MACOMB COUNTY. SUCH COVERAGE SHALL BE PRIMARY.

Certificate holder is scheduled as additional insured with regards to GL coverages.

The coverage herein certified is written in accordance with the company’s regular policies and endorsement, subject to the company’s applicable manual of rules and rates, except:

- (A) The insurance shall not be subject to the usual “X” – explosion, “C” – collapse, or “U” underground property damage exclusions.
- (B) In the event of cancellation or reduction in coverage by the Insurance Company, 30 days prior written notice shall be given the Macomb County Department of Roads.
- (C) The Subscribing Company and the insured contractor agrees to give 30 day prior written notice to the Macomb County Department of Roads in the event the contractor cancels or reduces the coverage of any insurance certified above.

NAME OF COMPANY

DATE: _____

BY: _____
 Authorized Representative

Bid Comparison

Contract ID: WO #1310/#1522
Description: Bridge replacement with precast concrete box culvert on Irwin Road over Coon Creek. Culvert extension on 21 Mile Road over Crittenden Drain and by-pass lane on north side of 21 Mile Road.
Location: Irwin Road & 21 Mile Road Armada Township & Macomb Township, Macomb County
Projects(s): WO #1310/#1522

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$921,769.50	2.44%	0.00%
1	(07181) Springline Excavating, LLC	\$899,745.90	0.00%	-2.38%
2	(_07638) JSS-Macomb, LLC	\$937,382.15	4.18%	1.69%
3	(07130) Z Contractors, Inc.	\$1,178,451.50	30.97%	27.84%
4	(00550) V.I.L. Construction, Inc.	\$1,204,328.20	33.85%	30.65%
5	(02920) Pamar Enterprises, Inc.	\$1,226,657.15	36.33%	33.07%
6	(06366) DiPonio Contracting, Inc.	\$1,331,767.00	48.01%	44.47%

MACOMB COUNTY VENDOR DISCLOSURE FORM

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

Vendor Name: <i>SPO:ngline Excavating LLC</i>		Vendor Number (If Known):	
Street Address: <i>10560 Grand River Ave</i>		Vendor Phone Number: <i>313-491-6688</i>	
City: <i>Detroit</i>	State: <i>MI</i>	Zip Code: <i>48204</i>	

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES
 NO

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any capacity, either compensated or non-compensated:

YES
 NO

If yes, please answer the following:

- director
- officer
- partner
- trustee
- member
- employee
- contractor
- beneficiary

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____
- D. Position/Title with Vendor: _____

3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

YES NO

If yes, please answer the following:

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

D. % of Ownership of Vendor Organization: _____

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?

YES NO

If yes, please provide further explanation:

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

Andrew Smith
Name (Please Print)

Estimator
Title

[Signature]
Signature

4/24/15
Date

PLEASE RETURN THE COMPLETED FORM TO:

Macomb County Finance Department
ATTN: Vendor Disclosure
120 North Main, 2nd Floor
Mount Clemens, MI 48043



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

A handwritten signature in black ink, appearing to be "PL", written over the name Pamela J. Lavers.

Date: May 7, 2015

**RE: Agenda Item – Health Department, Budget Amendment for Chronic Disease
Coordinating Networks Grant**

Attached you will find documentation and a resolution from Health Department Director, William Ridella, to amend the 2014-2015 Health Grants budget for new funding from the Greater Detroit Area Health Council (GDAHC) in the amount of \$44,512 for the Chronic Disease Coordinating Networks Grant.

The chronic disease prevention grant is to improve health outcomes and reduce health disparities related to obesity, diabetes and heart disease. The work and interventions will primarily target communities in Eastpointe, Roseville and Warren.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval to amend the 2014-2015 Health Grants budget as stated above.

PJL/smf

cc: Steve Gold
William Ridella
Stephen Smigiel



Mark A. Hackel
County Executive

MACOMB COUNTY HEALTH DEPARTMENT

Mount Clemens Health Center

43525 Elizabeth Road ♦ Mount Clemens, Michigan 48043

PHONE: 586-469-5235 FAX: 586-469-5885

www.macombgov.org/publichealth

William J. Ridella, M.P.H., M.B.A.
Director/Health Officer

Kevin P. Lokar, M.D.
Medical Director

April 27, 2015

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Health Department REQUEST APPROVAL / ADOPTION OF

Budget Amendment to the Health Grant funds for the Chronic Disease Coordinating Networks Grant

SUBJECT:

A request to amend the 2014-2015 Health Grants Budget for new funding from the Greater Detroit Area Health Council (GDAHC) in the amount of \$44,512 for the Chronic Disease Coordinating Networks Grant.

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

Please submit a request to the Macomb County Board of Commissioners to amend budgeted revenues and expenses in the 2014-2015 Health Grants Budget in the amount of \$44,512 for the Chronic Disease Coordinating Networks Grant.

PURPOSE / JUSTIFICATION:

The Macomb County Health Department (MCHD) is partnering with the Greater Detroit Area Health Council, Henry Ford Macomb and numerous community partners on a chronic disease prevention grant to improve health outcomes and reduce health disparities related to obesity, diabetes and heart disease. The work and interventions will primarily target communities in Eastpointe, Roseville and Warren. The four year grant program will strengthen collaborative approaches to address chronic disease prevention and use evidence-based interventions.

FISCAL IMPACT / FINANCING:

The Health Grant Year Fund will increase revenues and expenses by the amount of \$44,512 each. Funds will be used to support current personnel, a part-time contractor, and miscellaneous program expenses (training, supplies).

FACTS AND PROVISION / LEGAL REQUIREMENTS:

Not applicable.

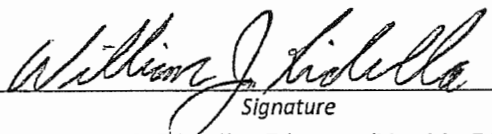
CONTRACTING PROCESS:

The Macomb County Health Department is an independent contractor to the Greater Detroit Area Health Council, the grant recipient.

IMPACT ON CURRENT SERVICES (PROJECTS):

The Chronic Disease Coordinating Network Grant resources will support the chronic disease prevention priorities and activities of the Department's Healthy Communities Program.

Respectfully submitted,



Signature

William J. Ridella, Director/Health Officer
Health Department

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made as of this 1 day of March, 2015 by and between Greater Detroit Area Health Council, Inc., whose address is 407 West Fort Street, Suite 600, Detroit, Michigan 48226 ("GDAH") and the Macomb County Health Department whose address is 43525 Elizabeth Road, Mt. Clemens, Michigan 48043 ("Contractor").

WHEREAS, GDAH is a Michigan Non-profit organization; and

WHEREAS, GDAH and Contractor desire to enter into an independent contracting relationship whereby Contractor will be engaged to provide the services as set forth in this Agreement; and

WHEREAS, GDAH and Contractor desire to set forth their understanding with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. Engagement. GDAH hereby engages Contractor and Contractor accepts such engagement to serve as an independent contractor to provide the services as set forth in this Agreement for the consideration, and upon the terms and conditions set forth in this Agreement.

2. Relationship. The relationship between GDAH and Contractor shall be that of independent contracting parties. Contractor shall be self-directed in its activities (provided Contractor shall abide by the terms of this Agreement). Contractor shall determine its own methods and manner for performing the services to be performed under this Agreement within the overall policies and budgets established by GDAH, as the same may be amended by the Greater Detroit Area Health Council Inc. from time to time. Contractor shall remain solely responsible for determining the means and methods of performing services under this Agreement. Contractor shall at no time represent itself to be an employee, servant, or agent of GDAH

3. Taxes, Workers Compensation Insurance and Other Expenses. Contractor shall be wholly responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Worker's Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. Contractor shall defend, indemnify and hold harmless GDAH from and against any claims by any taxing authority, for any taxes, interest or penalties relating to Contractor or his/her employees or agents, if any. Contractor shall acquire, if required by law, workmen's compensation insurance for himself/herself, his/her employees or agents and shall defend, indemnify and hold harmless GDAH from and against any claim for workmen's compensation brought by or an account of Contractor or by any of its employees or agents.

4. Term. The term of this Agreement shall commence on March 1, 2015 (the "Effective Date") and shall continue for a period of 31 weeks, ending on September 30, 2015 unless sooner terminated as provided for in this Agreement. The term may continue for an additional year upon: 1) approval from the State of Michigan to continue the grant for an additional year (this grant was originally written as a four year grant) and 2) agreement on duties and fees of Contractor.

5. Duties of Contractor. During the Term, Contractor shall be responsible to provide the services as set forth in Exhibit A attached hereto and incorporated herein by reference. With exception of the employees of Contractor and of the Southeastern Michigan Health Association, the Contractor may not assign all or any part of these duties to any other person without the advance written consent of GDAHC's President or her designee.

6. Records. All records and related documents prepared by Contractor or otherwise created in connection with the rendering of services at GDAHC's offices shall be prepared in accordance with practices and procedures determined by GDAHC and shall be the property of GDAHC

7. Confidential Information and Records.

- (a) Except as required in his/her duties to GDAHC, Contractor agrees that he/she will never, during the term of this Agreement or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any Confidential Information of GDAHC without the written consent of GDAHC.
- (b) All records, forms and supplies or any reproduced copies provided and furnished by GDAHC to Contractor or his/her agents or obtained by Contractor or his/her agents during the course of his/her rendering services to GDAHC shall always remain the property of GDAHC and shall be returned to GDAHC on demand, or upon termination of this Agreement.

8. Compensation to Contractor. During the term of this Agreement, GDAHC shall pay Contractor for services as billed. The contract shall not exceed \$44,512 as described in Addendum A. The Contractor's fee will be paid within 60 days of receipt of the Contractor's invoice.

9. No Authority to Contract. Contractor shall have no authority to commit GDAHC to any contract or obligation, without the express prior approval of GDAHC. No contract may be executed on behalf of GDAHC by Contractor without the express prior approval of GDAHC, and only authorized personnel of GDAHC are authorized to execute contracts on behalf of GDAHC

10. Additional Warranties of Contractor. Contractor represents and warrants to GDAHC that Contractor's agreement to perform its duties under this Agreement does not violate any agreement or obligation to which Contractor is bound; and the services provided by Contractor shall be performed in a professional manner and shall be of a high grade, nature and

quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.

11. Other Activities. Contractor shall remain free to engage in other independent contracting activities, provided, however, that Contractor shall at all times remain available to perform its services under this Agreement in a first-class manner and shall refrain from engaging in any activities which are inconsistent with, which interfere with, or which are in conflict with any of the terms of this Agreement.

12. Indemnification. Contractor shall indemnify, defend and hold harmless GDAHC from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, costs, obligations and other expenses (including reasonable attorneys' fees), whether or not resulting from third party claims (collectively "Losses"), arising out of any act or omission of Contractor and any breach or other default of any agreement, representation, warranty or covenant on the part of Contractor contained in this Agreement or the provision of any of the services contemplated by this Agreement.

13. Right to Termination. Notwithstanding anything herein contained, this Agreement may be terminated by either party without cause upon thirty (30) days advance written notice or immediately by GDAHC for Cause. For purposes of this Agreement, the term "Cause" shall mean:

- (i) the failure to comply with any of the material terms of this Agreement after being given written notice of such failure by the Board President of GDAHC and the failure to cure such condition within five (5) business days after receipt of such notice;
- (ii) the failure to implement, or adhere to, reasonable policies or directives of the Board of GDAHC after being given written notice of such refusal by the Board's President and the failure to cure such condition within five (5) days after receipt of such notice;
- (iii) the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement, and the failure to cure such condition within five (5) days after receipt of such written notice from the Board President, or his/her designee, of GDAHC of such failure.
- (iv) the failure of GDAHC to pay Contractor as provided in section 9 of the Agreement;
- (v) the failure of GDAHC to provide Contractor with reasonable access to any documents necessary for Contractor to perform the services listed in Exhibit A.
- (vi) The State of Michigan and/or the Federal Government cancels the MI-1422 grant and all funding.

In the event of termination of this Agreement, any and all compensation that has accrued as of the effective date of such termination shall be paid to Contractor in accordance with the terms of this Agreement, but no additional compensation shall be due to Contractor.

14. Notices. All notices and other communications shall be effective upon receipt if hand delivered; shall be effective three (3) days after depositing in the U.S. mail; and shall be effective one (1) day after sending by a nationally recognized overnight delivery service to the addresses stated below, or to such other addresses as to which any party shall have previously notified the other parties in writing in conformity with this Section. For the purposes of this Section, the addresses of the parties shall be as set forth in the preamble of this Agreement.

15. Miscellaneous.

- A. Complete Agreement. This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- B. Governing Law; Forum. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any legal or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and each of the parties submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to each party at such party's address as set forth above, or in the manner set forth in this Agreement. Nothing in this Section shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any such action or proceeding in the above-described courts.
- C. Expenses. Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees and other costs and expenses incurred in connection with the performance of this Agreement.
- D. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other

entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.

- E. Arbitration. Except for the pursuit of injunctive relief as contemplated by this Agreement, any dispute, difference, or disagreement arising under or relating to this Agreement shall be referred to a single arbiter mutually agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. All arbitration proceedings shall take place exclusively in the State of Michigan.
- F. No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.

WHEREFORE, the parties have duly executed this Agreement on the day and year first above written.

GREATER DETROIT AREA HEALTH COUNCIL, INC.

CONTRACTOR

By: Kate Kohn-Parrott

By: _____

Its: President and CEO

Its: _____

Signature: _____

Signature: _____

EXHIBIT A

Contracted Services

- In partnership with GDAHC; fulfill activities as defined under the Michigan Department of Community Health (MDCH)'s Chronic Disease Coordinating Network (MI-1422) grant funding opportunity;
- Oversight of organizational activities required for the completions project outcomes;
- Support with the facilitation of community outreach and educational programs;
- Coordinate activities with identified community and MDCH partners;
- Provide written reports as necessary for ongoing reporting and evaluation activities.

Fees are not to exceed \$44,512 for the period March 1, 2015 through September 30, 2015.

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____
 AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO receive and file report from Board Chair for May 2015

INTRODUCED BY: Dave Flynn, Full Board

- The following is a report on activities within the Board Office which do not usually appear on committee agendas.

Current Issues

- Macomb Orchard Trail
- Payroll Process Changeover continues
- HR-LR is providing employees option of converting Leave Time to Cash, forms due 07-31-15
- Freedom Hill – to date, no contract
- Searches: Retirement Administrator/Equalization Director
- MTB Update
- Budget Review Calendar
- RHC Interim Trust Board
- Congratulations to Bob Smith, swearing-in is Friday, May 15th at 4pm – Chief Judge Biernat

Office

- BOC Scanning Project – UAT will take place tomorrow with the start of the scanning project expected next week.
 - Phase 1 will digitize existing minute books in BOC Library protect historical documents and make them searchable.
 - Phase 2 will link committee minutes to agendas and support materials enabling easy searches and creating increased transparency and access. IT dedicated two scanners and personnel who will work onsite at the BOC until project completion.
- Our summer intern, Katie Conley, will begin her term with the BOC next Wednesday, May 20th.
- Summer Intern Program 2015 framework is attached.
- A proofreading system has been implemented.
- Boilerplate language re: BOC visitor parking developed and in use in communications/website
- Parking Structure closes nightly at 8pm; on Full Board nights it will stay open until 9pm.

Upcoming Items

- May 16th – Macomb County Day at DIA; free bus transport from 6 locations to the DIA: Macomb, Richmond, Utica, Eastpointe, Mt. Clemens and Shelby Township. <http://tickets.dia.org/public/>
- Circuit Court Proposal

Correspondence:

- Cheboygan County resolution
- Huron County resolution
- Casual Day Program letters of thanks

Media:

- See attached articles.

Board Chair Report – May 2015 – Page 2**BOC – Independent Counsel:** Expenditures for Outside Legal Counsel Professional Services

Litigation	Legal Svcs	Legal Services	Budget	
InvoiceCharges:	Budget Amount:	Invoice Totals:	Remaining:	%Utilized:
	\$120,400 (2015)			
		\$ 5,566.00 (January)		
		<u>3,243.00</u> (February)		
		\$ 8,809.00	\$111,591	0.07
		<u>6,992.00</u> (March)		
		\$15,801.00	\$104,599	0.13

COMMITTEE/MEETING DATE

Full Board 05-14-15

###

BOC Intern Program – Summer 2015

Internship Type 1 – Stipend Intern

- This intern will receive a stipend for the time period of May 20 through August 12, 2015
- This intern will work between 12-15 hours/week over approximately three days.
- Remote working hours are allowable to accommodate schedule, with permission
- An Internship Agreement stating expectations and outcome goals will be signed
- Potential Project Areas:
 - Attend committee meetings, other meetings as assigned/available
 - Budget analysis
 - Wage policy research
 - Newsletter support (template design, calendar of events, content specific to districts, general content, photos, etc.)
 - Research volunteer time off/community sick bank public policies and develop proposal
 - Tours of county departments and facilities

Internship Type 2 – Unpaid Interns

- Unpaid interns will be accommodated for 3-5 week periods of time between May 20 through August 12, 2015
- Unpaid interns should commit to 8-10 hours/week over two scheduled days a week
- Mileage will be paid for attendance at off-site events
- A Volunteer Agreement must be signed
- Project Areas:
 - Transit outreach activities
 - Commissioner outreach activities
 - Build resource database for several areas including:
 - Senior focused info
 - K-12
 - Veterans
 - Macomb County business by industry
 - Immigrant communities
 - Identification of assets
 - By community and by district
 - Identify helpful links to be placed on commissioner web pages
 - Policy Research
 - Tours of county departments and facilities

Internship Type 3 – Overseas Student Interns

- These interns may be onsite for single or several days/weeks, generally from 8:30am to 4:30pm
- A letter of reference will be provided upon completion of shadowing/internship
- Project Areas:
 - Develop pamphlet about county government
 - Support for ongoing BOC office activities
 - Policy presentation
 - Historical
 - Hot topic
 - Current issue
 - Taxes
 - Tours of county departments and facilities

Boilerplate Language re: BOC Visitor Parking

BOC Visitors: Please be advised that the Administration Parking Lot is closed as construction of a new parking deck takes place. We apologize for the inconvenience. A limited amount of public parking (\$4 cash fee) is available in the parking structure located next to the Macomb County Court Building. Metered parking (enforced from 8am to 6pm) is available along Main Street and in nearby Mt. Clemens municipal parking lots.

For more info:

http://media.macombgov.org/sites/default/files/content/pdfs/macombgov/public_parking.pdf

*County
of
Cheboygan*

BOARD OF COMMISSIONERS

County Building
P.O. Box 70, Room 131
Cheboygan, Michigan 49721

Tel ~ (231) 627-8855
Fax ~ (231) 627-8881
E-mail ~ ccao@cheboygancounty.net

RESOLUTION 15-04

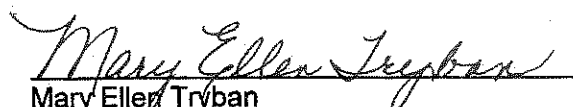
CODE INSPECTOR CONFERENCE

THEREFORE BE IT RESOLVED that the Cheboygan County Board of Commissioners respectfully requests in the future, that the leadership of the inspector associations make it a policy to only hold their association's annual conference between late December and the end of March thereby providing better service to those constituents engaged in construction projects throughout the counties of Michigan.

BE IT ALSO RESOLVED, that this resolution be sent to the Code Association Conference of Michigan, Northern Michigan Code Officials, Plumbing Inspectors Association of Michigan, Mechanical Inspectors Association of Michigan and International Association of Electrical Inspectors and the other 82 counties in Michigan.

I, Mary Ellen Tryban, Clerk of Cheboygan County and of the Cheboygan County Board of Commissioners, do hereby certify that the above foregoing was adopted by the Board at their regular meeting on April 14, 2015.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cheboygan on the 14th day of April, 2015 at Cheboygan, Michigan.



Mary Ellen Tryban
Cheboygan County Clerk/Register

District 1
Chris Brown

District 2
Bruce Gauthier

District 3
Pete Redmond
Chair

District 4
Cal Gouine

District 5
Tony Matelski

District 6
John B. Wallace

District 7
Sue Allor
Vice-Chair

No. 15- 59**RESOLUTION**

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, the Huron County Board of Commissioners and Huron County residents have expressed concerns about decisions being made by the State; and

WHEREAS, these decisions directly impact the health, safety, and welfare of the people of Huron County; and

WHEREAS, the Huron County Board of Commissioners is of the opinion that these decisions directly affect those that are the most vulnerable of our citizens; and

WHEREAS, Huron County has a unique geographical structure that only allows changes to come and go in one direction; and

WHEREAS, this Board feels that we are being singled out because of what makes Huron County and the Thumb area different without us having any local input into these happenings; and

WHEREAS, changes such as those to the Department of Human Services, the Department of Community Health, MichiganWorks!, and prosperity regions have and will not be beneficial to the residents of Huron County; now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners hereby opposes any more consolidations or regionalizations of effort without local input and the opportunity to express our concerns, which the State doesn't seem to grasp; and

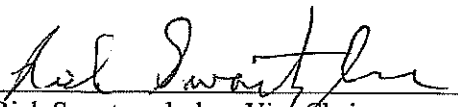
BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Michigan counties, Representative Ned Canfield, Senator Phil Pavlov, Governor Rick Snyder, and the Michigan Association of Counties.

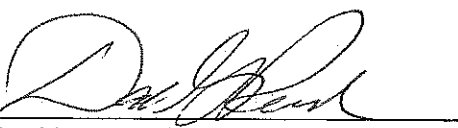
Respectfully submitted,

LEGISLATIVE COMMITTEE


Clark Elftman, Chairman

Resolution No. 15- 59
Page 2


Rich Swartzendruber, Vice Chairman

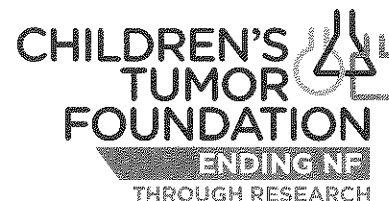

David G. Peruski, Member

Dated: April 28, 2015

~~VOICE~~ ROLL CALL VOTE:

COMMISSIONER	YES	NO	ABSENT	COMMISSIONER	YES	NO	ABSENT
SAMI KHOURY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN L. BODIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID G. PERUSKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON WRUBLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLARK ELFTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN A. NUGENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RICH SWARTZENDRUBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

RESOLUTION: ADOPTED DEFEATED TABLED



April 30, 2015

Mr. David J. Flynn, Board Chairman
Macomb County - Board of Commissioners
1 S. Main Street, 9th Floor
Mount Clemens, MI 48043-2306

Dear Mr. Flynn:

Thank you for your kind donation of \$62.00 received on Tuesday, April 14, 2015. Generous gifts from donors like you advance our mission of funding research to end NF and assisting people and families facing this disorder.

Your gift is already being used in a variety of ways. Thanks to the generosity of donors like you, our NF Registry has grown to more than 5,000 participants, helping to inform and populate clinical trials. Our Biobank and NF Clinic Network have expanded, providing for a better understanding of NF in the lab and doctors' offices. Our first-in-class data sharing platform, launched in partnership with Sage Bionetworks, has created an avenue for researchers to share information in real time to advance knowledge of positive and negative research results. Additionally, we are beginning to see results from our Synodos for NF2 research consortium and are now establishing a research consortium entitled Synodos for NF1. To learn more, please visit www.ctf.org

We could not fund these projects without you. We are grateful to have you as a donor and we very much appreciate your contribution. Thank you for investing in the Children's Tumor Foundation and its mission to end NF.

Sincerely,

A handwritten signature in black ink, appearing to read "Annette Bakker", with a long, sweeping horizontal line extending to the right.

Annette Bakker, PhD
President - Chief Scientific Officer

No goods or services were exchanged for this donation. 100% of your donation is tax deductible. Please retain this letter as your receipt for federal tax purposes.

The Children's Tumor Foundation is a 501(c)(3) not-for-profit organization, a proud member of Community Health Charities, and the recipient of a 4-star rating from Charity Navigator.

Your contribution is tax-deductible to the extent provided by law. Please keep this letter for your tax records.



Where Transition Begins!

RECEIVED

MAY 11 2015

BOARD OF COMMISSIONERS

April 27, 2015

BOARD OF COMMISSIONERS
1 S Main St
9TH FLOOR
Mount Clemens, MI 48043-2306

Dear BOARD OF COMMISSIONERS:

On behalf of the many individuals and families we serve, I would like to thank you for your donation. MCREST has seen an increase of single mothers with children in our emergency shelter program. Our program has seen many challenges for these families as they try to get back to self-sufficiency, which has also made an impact on how we accommodate each person that walks through our door.

Our programs which include Journey Home and the Learning & Resource Center, assist the clients by obtaining employment, housing, and enabling the clients to become stable. The sooner the cycle of homelessness is broken, the more successful the client will be in maintaining stability.

MCREST works every day assisting each person diligently in finding housing, regaining their identity, and income. MCREST will continue to serve the homeless and those at risk of homelessness in Macomb County with the support from you and many others that believe in helping people in need.

Below is a summary of your donation(s):

<u>Date</u>	<u>Amount</u>	<u>Deductible</u>	<u>Fund</u>	<u>Payment</u>
3/24/2015	\$66.00	\$66.00	General Fund	Check

Thanks to your generosity, this will help us continue to provide homeless and displaced individuals the opportunity for successful transition to independence.

With Heartfelt Appreciation,

April L. Fidler

April L. Fidler
Executive Director

*Thank You
Very much!*



Where Transition Begins!

RECEIVED

MAY 11 2015

BOARD OF COMMISSIONERS

April 27, 2015

BOARD OF COMMISSIONERS
1 S Main St
9TH FLOOR
Mount Clemens, MI 48043-2306

Dear BOARD OF COMMISSIONERS:

On behalf of the many individuals and families we serve, I would like to thank you for your donation. MCREST has seen an increase of single mothers with children in our emergency shelter program. Our program has seen many challenges for these families as they try to get back to self-sufficiency, which has also made an impact on how we accommodate each person that walks through our door.

Our programs which include Journey Home and the Learning & Resource Center, assist the clients by obtaining employment, housing, and enabling the clients to become stable. The sooner the cycle of homelessness is broken, the more successful the client will be in maintaining stability.

MCREST works every day assisting each person diligently in finding housing, regaining their identity, and income. MCREST will continue to serve the homeless and those at risk of homelessness in Macomb County with the support from you and many others that believe in helping people in need.

Below is a summary of your donation(s):

<u>Date</u>	<u>Amount</u>	<u>Deductible</u>	<u>Fund</u>	<u>Payment</u>
4/10/2015	\$20.00	\$20.00	General Fund	Check

Thanks to your generosity, this will help us continue to provide homeless and displaced individuals the opportunity for successful transition to independence.

With Heartfelt Appreciation,

April L. Fidler
Executive Director

*Thank You
Very much!*

Please keep this letter for your income tax records.
No goods or services provided for this donation

a.g.

[Handwritten signature]

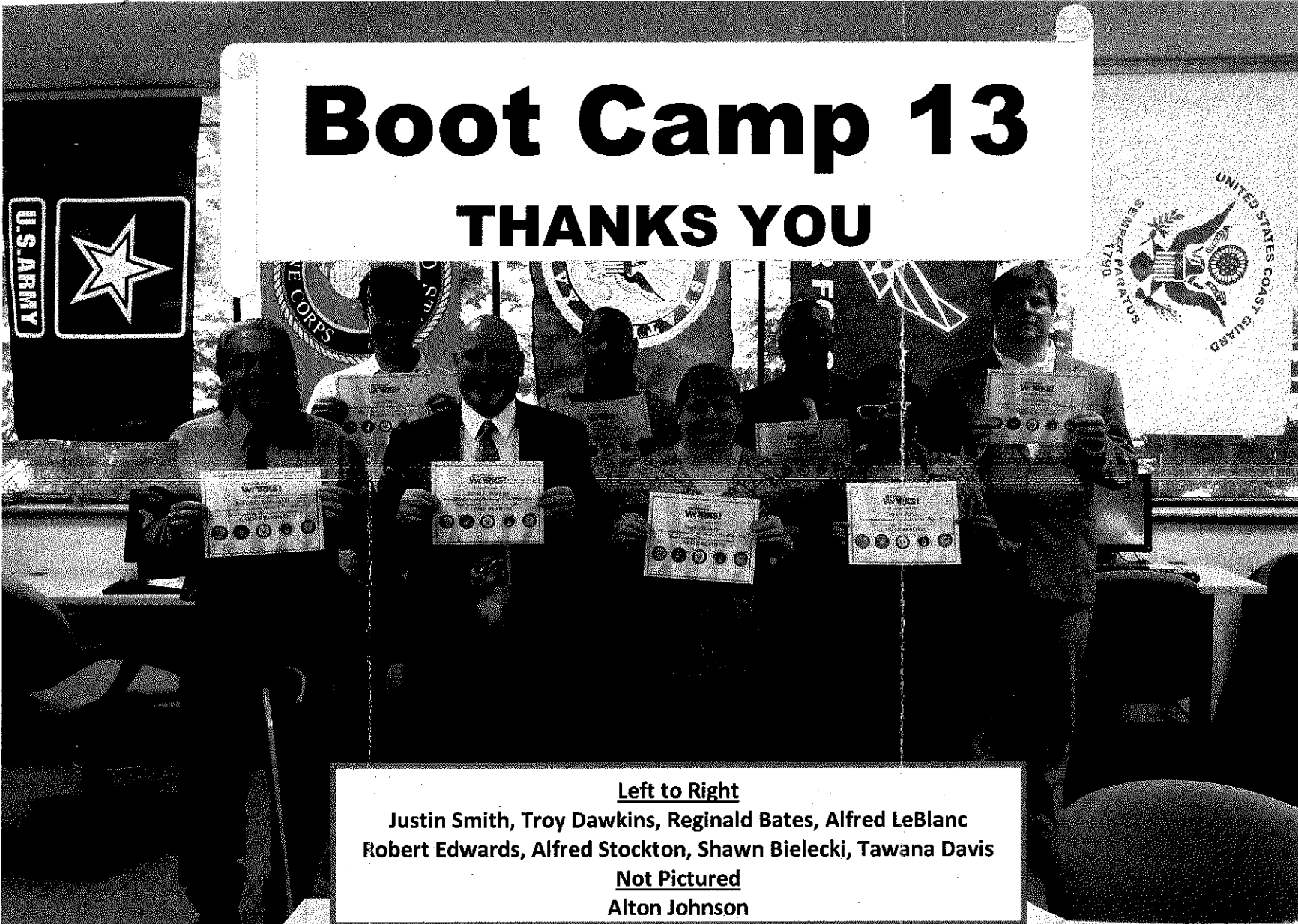
Reginald Bates

Robert Edwards

Tawana Davis

Boot Camp 13

THANKS YOU



Left to Right
Justin Smith, Troy Dawkins, Reginald Bates, Alfred LeBlanc
Robert Edwards, Alfred Stockton, Shawn Bielecki, Tawana Davis
Not Pictured
Alton Johnson

On Behalf of the Veterans of Boot Camp 13 and the Case Managers, we would like to thank the Macomb County Board of Commissioners for their donation towards feeding our Veterans for the week. It was an exciting class and a memorable week.

Karen Olton

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Marcel Burt

[Handwritten signature]

George Johnson

[Handwritten signature]

Shawn Bielecki

[Handwritten signature]

CRAIN'S DETROIT BUSINESS

Detroit and Southeast Michigan's premier business news and information website

Originally Published: May 03, 2015 8:00 AM Modified: May 05, 2015 2:37 AM

Makeover in Macomb: Manufacturing joins tech industry to restart county's economy

By Dustin Walsh

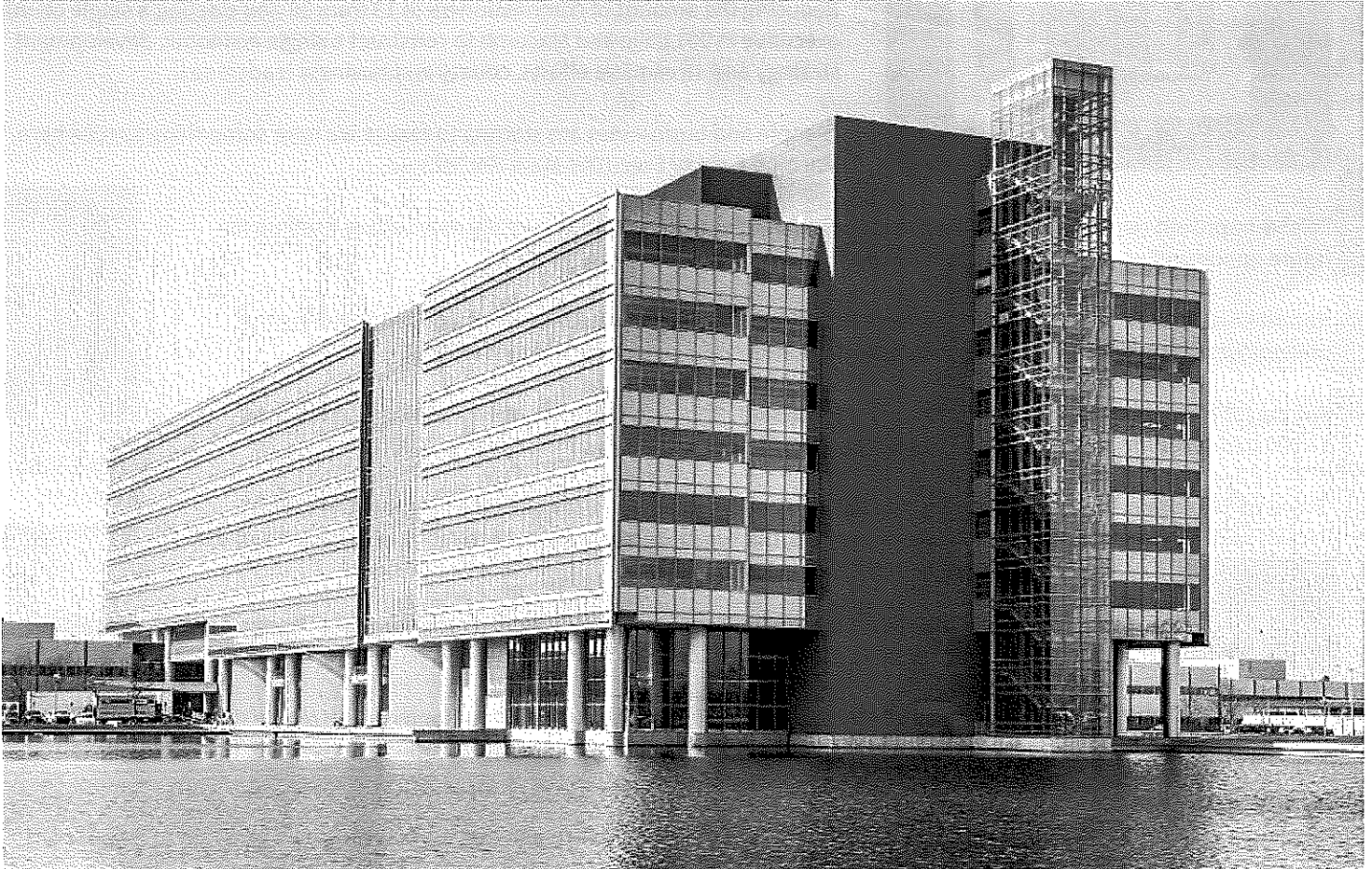


Photo by LARRY PEPLIN One major Macomb County employer, General Motors Co., plans to create up to 2,600 jobs as part of an expansion of its Tech Center in Warren.

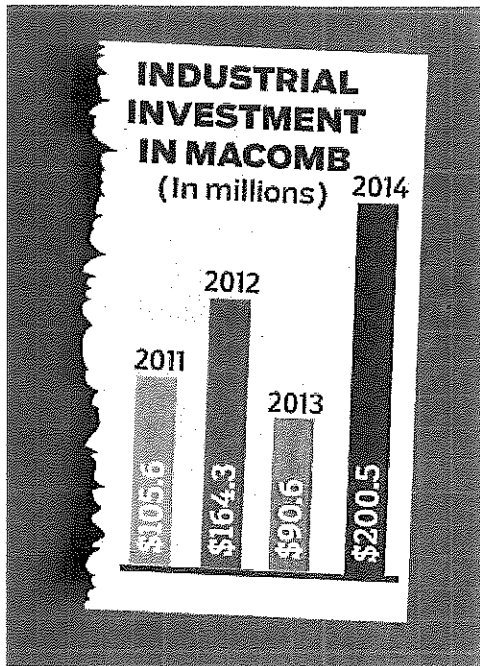
When the **Warren City Council** last month approved a 12-year tax abatement for a major expansion and renovation of **General Motors Co.**'s Tech Center, it marked an economic development win for the county.

A big one.

The \$419 million expansion could create up to 2,600 jobs. GM is already the city's largest taxpayer. If the company invests as big as expected at the Tech Center, that helps move ahead a trend of manufacturing and research and development investment in the county.

Manufacturing investments in the county totaled \$561 million between 2011 and 2014, according to an economic forecast released this year by **Macomb Community College** President Jim Jacobs.

While parts of Macomb County remain bedroom communities for a blue-collar workforce, its tech and services sectors — like those GM Tech Center jobs — continue to grow. Meanwhile, Macomb's workforce and population base are changing as well.



For one thing, its population is growing.

But challenges to the county's economic evolution include a skills gap between available jobs and workers trained to fill them, and the ebb and flow of contract wins and sales for big employers — such as automakers and their suppliers, defense contractors, health care providers and professional service firms.

A unified force

One of the drivers of an improved regional perception of Macomb County is a realignment at the top, with a new county governance structure, plus more cohesion in the business community.

Reducing the amount of commissioners to 13 from 26 and electing a single county executive in 2011 allowed Macomb to construct a single economic development strategy and streamline efforts, county and business leaders say.

"People and busin-esses are starting to realize we have some-thing special here," Macomb County Executive Mark Hackel said.

"We've improved our image. We've seen major investments, and the county is really now setting itself up for future opportunities we weren't getting before."

Recent investments led to a nearly 45 percent reduction of unemployed residents since 2010, lowering the unemployment rate from 12.4 percent in November 2010 to 6.8 percent in November 2014.

But the jobs figures don't tell the whole story, Jacobs said. Although there has been a pickup of more than 17,000 manufacturing jobs, with the 2014 tally at 68,656, that's still 35.5 percent below 2000.

"None of this means the jobs growth is going to be anywhere near where it was in the height of the 1990s," Jacobs said. "We're not going to re-create those jobs, but the jobs (created) are better jobs with better pay and requiring more education."



Jim Jacobs: Found \$561 million in investments.



Mark Hackel:

"We have something special here."

Craig Sherman, CEO of the Clinton Township-based staffing and recruiting firm **Omega Talent LLC**, said the hiring equation has flipped.

"Where there used to be more candidates than jobs, we now have far more job orders than qualified candidates to fill them," Sherman said. "The good candidates are working, so we have to identify those candidates and sell them on the opportunity."

To handle the influx of new orders, Omega Talent, which employs 12, is setting up a program to help recruit new graduates through higher education or skilled trades programs, Sherman said.

"Right now, we spend a lot of time with lateral hires," he said. "But as the demand keeps growing, we see ourselves going in the direction of finding fresh employees."

Macomb County industrial expansion

	2011	2012	2013	2014
Projects	29	42	35	38
Jobs retained	2535	3450	1626	1659
Jobs created	981	1260	696	1378

Source: Macomb County Planning Commission

The defense industry, another Macomb County staple, also foresees a steady demand for talent.



Craig Sherman: Now more jobs than job candidates

Despite a steep reduction in orders because of the winding down of wars in Iraq and Afghanistan, the **U.S. Army Tacom Life Cycle Management Command** in Warren remains one of the top employers in the county.

Tacom employs 7,500 and supplies as much as 65 percent of the systems, soldier support and ground vehicles to brigade units stationed across the globe, said Maj. Gen. Gwen Bingham, who assumed command of Tacom last year.

Tacom, a division of the **U.S. Army Material Command**, contributes \$2.6 billion locally, including expenditures on payroll, taxes and contracting.

In 2014, Tacom executed \$5 billion in contracts, with \$1.6 billion going to Michigan companies. For the 2015 fiscal year, Tacom projects \$6.2 billion in contracts, Bingham said.

Those figures are down sharply from 2008, when the unit executed \$30 billion in contracts.

"If a soldier eats it, wears it, drives it or shoots it, we oversee that," Bingham said. "While our numbers have gone down with workload, we are busy with a capital 'B,' underscored, bold. There's not a single thing that happens inside our gates without our partners outside the gates, and that means a great economic impact to the region."

Bingham also said new orders are on the horizon, which translates into more business to the Macomb County and regional economies.

Population gains



Photo by LARRY PEPLIN With a growing population, residential building permits have surged in Macomb County.

The promise of new jobs and a county on the rise has contributed to some small gains in the number of residents. Population grew 2.3 percent, to 860,112, from April 1, 2010, through July 1, 2014, according to the **U.S. Census Bureau**.

That's higher than the population change in Wayne County, which shrank 3.1 percent during that time, but lower than Oakland County's 3 percent growth.

However, Macomb County outpaced its peers in residential building permits in 2014, according to data from the **Southeast Michigan Council of Governments**.

Macomb issued 1,680 new residential building permits — single family, apartments and condominiums — in 2014, up from 1,205 in 2012. Oakland County issued 1,405 permits in 2014, according to SEMCOG.

At **First State Bank**, home purchase transactions are up significantly year over year, said Eugene Lovell, president and CEO of the 11-branch community bank based in St. Clair Shores.

"We anticipate 2015 to be our best year for mortgage activity since the financial crisis," Lovell said. "Also, reflecting continued improvement in housing values, we have seen strong growth in home equity lending."

Mortgage work is up across the region, Lovell said, with many in Macomb moving northward within the county. Plus, newcomers to the county are settling in southern Macomb.

First State Bank's loan portfolio increased 9.5 percent in 2014, to \$374 million from \$344 million. Most of the increase came from commercial and industrial lending, Lovell said.

The flood of new residents in the county is raising all ships, said Terry Hamilton, president of **St. John Macomb-Oakland Hospital** in Warren and Madison Heights.

"There's no question that Macomb County is a great place to be right now," Hamilton said. "More people have insurance, people are moving back and investment activity is good. The general effect is: Let's move ahead."

St. John Macomb-Oakland employs more than 4,000 in the county with an annual payroll of \$150 million. The hospital spends \$10 million annually on equipment, technology and services and serves 30 percent of the county's residents, Hamilton said.



Gwen Bingham: Tacom "busy with a capital 'B' "



Eugene Lovell: First State expects a big mortgage year

That doesn't mean St. John hasn't consolidated some Macomb operations. The former **St. John North Shores Hospital** in Harrison Township closed in 2010 after outpatient services were transferred.

Frank Henke, executive partner in the Clinton Township office of Grand Rapids-based **Warner Norcross & Judd LLP**, said the rapid rate of expansion and investment in Macomb County has led to an increased need for sophisticated business services.

Warner Norcross plans to expand from 12 attorneys to as many as 30 in the coming months in Clinton Township to take advantage of new opportunities, Henke said.



David Girodat: Fifth Third expects to add market share.

The same goes for **UHY Advisors Inc.** in Sterling Heights. The accounting firm hired an additional 20 people in 2014 and expects to increase headcount as much as 15 percent in the next 12 months, said Tony Frabotta, chairman and CEO.

"Businesses in the county are demanding a lot more professional services of a more technical nature," Frabotta said.

David Girodat, president and CEO of **Fifth Third Bank Eastern Michigan**, said the increased affluence of the region is presenting the bank its own opportunity for growth.

Fifth Third expects to grow from 6 percent market share in metro Detroit to 10 percent in the next few years and expects to reach that goal in Macomb County before the neighboring counties, Girodat said.

"We're no longer slicing the pie into smaller pieces in Macomb County," he said. "There's enough growth to allow all of us to grow."

Disparity across communities

But Macomb County is not without its challenges. That's because the uptick in jobs and income isn't uniform across the county, Jacobs said.

"Clearly, there is a considerable difference, economically, between the northern end and the southern end of the county," Jacobs said.

"While younger families are moving into the southern communities, those incomes tend to be lower than those previously living there, and their needs are different. How do we integrate the interests of both groups?"

Communities such as Eastpointe, Roseville and St. Clair Shores haven't seen as quick of a recovery as communities farther north, Jacobs said.

Household income in Macomb County has dropped sharply since before the Great Recession, surpassed only by Wayne County. Median household income dropped to \$52,978 in 2013 from \$71,979 in 1999, a decrease of 26.2 percent, according to the U.S. Census. During the same period, household income dropped 23.9 percent in Oakland County and 28.5 percent in Wayne County.

Median Household Income

	2009	2013
Macomb	\$71,797	\$52,978
Oakland	\$85,308	\$64,917
Wayne	\$56,190	\$40,160
Michigan	\$61,551	\$48,273
US	\$57,868	\$52,250

Source: U.S. Census and the American Community Survey 2010

County Executive Hackel doesn't see the gap as a problem.

"A lot of our growth in population in the southern communities is from the city of Detroit," he said. "They are backfilling our

residents as they migrate north, and there's nothing wrong with that.

"These residents are finding affordable homes, and we're happy to provide opportunities for everyone at every economic level. In fact, it's critical we supply it because all of our futures are linked."

Another source of population growth is from immigrants. Those from Iraq and from India account for the largest increase, according to data from the **U.S. Department of Homeland Security**.

Between 2003 and 2011, 18,260 Iraqis and 16,372 Indians came to Macomb County.

That immigrant population could become a boon for the county, Jacobs said.

"Most of the new Americans are coming with skills which will be important for the future growth of the county — in particular, entrepreneurial skills," he said. "Most of the (immigrant population) are part of families with young children, so there is a future generation growing up in Macomb County."

Dustin Walsh: (313) 446-6042. Twitter: @dustinpwalsh

Correction: A previous version of this article incorrectly stated the annual investment by St. John Macomb-Oakland Hospital. The current version is accurate.

Use of editorial content without permission is strictly prohibited. All rights Reserved 2015 www.crainsdetroit.com

CRAIN'S DETROIT BUSINESS

Detroit and Southeast Michigan's premier business news and information website

Macomb County eyes ways to boost shorelines

The Blue Economy Initiative, a coalition with a plan to redevelop abandoned marinas, improve and grow local beaches and develop a marketing strategy for the county's shorelines, aims to increase public access to county waters.

By Dustin Walsh

In 2012, Macomb County Executive Mark Hackel and local governments committed to boost the county economy by addressing obstacles to waterfront redevelopment on Lake St. Clair and the Clinton River.

Called the **Blue Economy Initiative**, the coalition set forth a plan to redevelop abandoned marinas, improve and grow local beaches and develop a marketing strategy for the county's shorelines.

The goal is to increase accessibility that has been long cut off by private fishing and boating groups.

"We have a tremendous freshwater advantage," Hackel said. "Over the years, our waterfronts, Lake St. Clair and the Clinton River, had developments that blocked public access. We're now starting to see that change."

The 430 square miles of freshwater in Lake St. Clair alone has a \$1.7 billion economic impact to the region, but increased public access could bring many more dollars.

Fishing and recreational boating and paddling, provide the greatest opportunity, said Gerrard Santoro, program manager of land and water resources for Macomb County.

"Many people don't know that Lake St. Clair happens to be one of the national's best fishing lakes," Santoro said. "None of its 19 species are stocked by the **Department of Natural Resources**, and it's really putting us on the map across the nation."

Lake St. Clair was named the best bass fishing lake in the U.S. by *Bassmaster Magazine* in 2013.

To increase access to boaters and anglers, communities in Macomb County are acquiring former marinas. New Baltimore is assessing the purchase of **Schmid Marina** to transition the property into a public dock rental and a possible recreation facility to give boaters access to its downtown restaurants and other attractions.

Harrison Township and St. Clair Shores are assessing similar opportunities, Santoro said.

The initiative, with the **Clinton River Watershed Council**, is publishing a guide to paddling sports on the Clinton River called the Blue Water Trail in late May.

"A lot of local governments are refocusing their attention to the river as a resource instead of a dumping ground, like it was in the past," Santoro said.

Use of editorial content without permission is strictly prohibited. All rights Reserved 2015

www.crainsdetroit.com

The Macomb Daily (<http://www.macombdaily.com>)

Panel approves underground nuclear waste facility near Lake Huron

By Gina Joseph, *The Macomb Daily*

Thursday, May 7, 2015



Shortly before midnight, Wednesday, Canada's Minister of Environment informed many on both sides of the international border what many did not want to hear: A Joint Review Panel has endorsed Ontario Power Generation's (OPG) plan to bury radioactive nuclear waste on the shores of Lake Huron.

"With today's decision, the world's largest supply of fresh water is in peril," said Michigan State Senator Phil Pavlov, R-St. Clair Township, whose district includes the northeastern part of Macomb County located along the Lake St. Clair shoreline, in a press release issued after the announcement. "In the 1980s, Canadian officials were rightly concerned about (a similar plan) 25 miles from their border. They were right to oppose that project then, and they are tragically wrong to let this waste dump project go forward now."

To date, 154 resolutions passed by cities, towns and counties on both sides of the border opposing the plan represent more than 21 million people from some of the largest cities in Canada and the United States, including Chicago.

"We cannot believe the review panel would consider this travesty in the face of the overwhelming opposition. A nuclear repository in the Great Lakes basin is unconscionable. The president of the Cook County Board and its seventeen commissioners, representing over 5.2 million residents including the city of Chicago, vehemently oppose Ontario Power Generation's proposal and have urged the Joint Review Panel to recommend to the Canadian government that OPG's plan be rejected."

Moving forward will be a plan for a Deep Geological Repository that will contain an estimated 7.1 million cubic feet of low- and intermediate-level radioactive waste from the Bruce Nuclear Generating Station, less than a mile inland from the shores of Lake Huron and about 440 yards below the lake level.

"This is an intergenerational, nonpartisan issue that affects millions of Canadians and Americans," said Beverly Fernandez, spokesperson for Stop The Great Lakes Nuclear Dump, which has gathered more than 75,000 signatures on its petition against the project. "It is a decision that will affect the Great Lakes for the next 100,000 years. The last place to bury and abandon radioactive nuclear waste is beside the largest supply of fresh water on the planet."

In its environmental assessment of the plan released to Aglukkaq, who has 120 days to bring the issue forward to Canada's ruling cabinet officers, the Joint Review Panel concluded that "the project is not likely to cause significant adverse environmental effects" given the measures contemplated to curb them.

In response to the report -- that supporters and opponents pored over late Wednesday night -- OPG

released a brief statement stating its pleasure of the Panel's approval, which capped a 14-year process of research and development.

"OPG developed the DGR with one goal in mind: to create permanent, safe storage for Ontario's low- and intermediate-level nuclear waste," said senior vice-president Laurie Swami. "We are pleased with the Panel's conclusion that the project will safely protect the environment."

"OPG figures shovels could go in the ground by 2018 at the earliest, with the \$1-billion facility opening no sooner than 2025," according to an article by the Toronto Star.

In a statement following the endorsement, Congressman Dan Kildee said the plan is fundamentally flawed in several ways.

"First, the Joint Review Panel failed to fully examine any other potential sites to bury nuclear waste in Canada. It's hard for me to accept the Joint Review Panel's conclusion that a site less than a mile from Lake Huron is the safest and most appropriate place to store millions of gallons of nuclear waste when they failed to even consider other potential sites. Surely in the vast landmass that comprises Canada, there has to be a more sensible place to bury nuclear waste than right next to the world's largest freshwater source, the Great Lakes." Secondly, there is the risk of human error.

"Nuclear waste is hazardous material that will remain radioactive for generations, and no person, panel or country can ever say with absolute certainty that there is no environmental risks. One only has to look at other nuclear accidents, including recently in New Mexico, where human error resulted in an accidental radiation release. Human error is always a possibility," Kildee said.

Still environmental approval is only the first step.

Fernandez and other Canadians are hoping American opposition will grow to include both the U.S. president and secretary of state.

"Last February, I wrote to Secretary of State John Kerry asking that he engage the International Joint Commission to encourage the Canadian government to reassess their plans to dump nuclear waste near Lake Huron, as such a move could endanger the health of the lakes and create a public safety hazard," said U.S. Representative Candice Miller, in a press release following the announcement. "Last night, with the endorsement of a Canadian Joint Review Panel, Canada is getting closer to approving the hazardous project and could even authorize the final license within the next several months."

U.S. Senator Debbie Stabenow, who introduced a Senate resolution opposing the proposed dump, also voiced her disappointment in the Canadian government's review of the plan.

"By including a number of recommendations, the report clearly recognizes significant environmental risks, and I'm not willing to take chances with the fate of our Great Lakes hoping these recommendations will be followed. I have been opposed to this plan from day one and will continue to fight to keep Michigan families and businesses safe by urging the Canadian government to stop this project from being built," she said.

URL: <http://www.macombdaily.com/environment-and-nature/20150507/panel-approves-underground-nuclear-waste-facility-near-lake-huron>

© 2015 The Macomb Daily (<http://www.macombdaily.com>)