

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Lurvey Construction, a Michigan Limited Liability Corporation**, whose principal place of business is located at **601 S. Grand Traverse St. Flint, MI** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **08/16/2025** and shall be effective through **12/31/2026** (the “Initial Term”).

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

The Contractor shall be paid the flat rate of 2% of \$20,108,658 for a fee of \$402,173 for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Ron Walker** (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

- 6.2 The Contractor and its Subcontractors will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor and its Subcontractors will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor and its Subcontractors will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor and its Subcontractors will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a

result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, 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, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$2,000,0000 aggregate. If this policy is a claims made form, the

Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or

worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Section 6: Scope of Services as Detailed in Exhibit A

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.3 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.4 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.5 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.6 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as

amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By _____
David W. Lurvey, President
Lurvey Construction, LLC

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Project List

The project area consists of approximately 230 acres including five sub-areas that stretch approximately 3 miles east-west and 1.5 miles north-south. The footprint is to be completely connected with a new trails network. The current project status of each sub-area varies – some are fully designed and engineered while others are in the design phase.

Construction plans include renovating Riverbank Park – a park located in the heart of downtown Flint on both sides of the Flint River – to create river access, improve public safety, improve resilience, and spur economic activity downtown; creating a play park at Chevy Commons – a 67-acre former industrial Brownfield site – that will provide a signature gathering space centered on nature-based play; adding amenities at Mott Park – a 72-acre former municipal golf course that spans the Flint River – including but not limited to creating a trails network; adding amenities at Vietnam Veterans Park – a park located on the Flint River upstream of Riverbank Park – including but not limited to new picnic areas and improved river access; creating public access to a 40-acre nature area – Happy Hollow – that spans two tributaries of the Flint River; and creating complete, non-motorized connectivity between all project areas with approximately 5 miles of trails. Descriptions for each park project and sub-area are provided below.

Riverbank Park

Riverbank Park is located in downtown Flint on the banks of the Flint. Completed in early 1980's, Riverbank Park was designed by landscape architect Lawrence Halprin. The intricate and complex design scheme created a series of five separate block parks that included market stalls, an amphitheater, a grand fountain, and other water-based site features. The park also featured an Archimedes' screw that drew water from the river into the park's system of canals, fountains, and waterfalls. This intricate design created long-term challenges, including challenges for public safety and maintenance. For decades, the park has suffered from these challenges, deteriorating conditions, and a lack of use.

Construction plans for Riverbank Park seek to transform the waterfront with enhanced physical and visual access to the river. Restoration efforts will address longstanding obstacles presented by the existing park infrastructure to safety, accessibility, and maintenance. The design includes creating new access points to the Flint River, constructing ADA accessible pathways, installing a new lighting network, restoring the fountains at both Grand Fountain Block and Waterwall Block, and restoring the public restroom. Construction plans for Riverbank Park are complete.

Chevy Commons

Chevy Commons is located on the banks of the Flint River between Grand Traverse Street and Chevrolet Avenue, a few blocks from downtown Flint. Formerly the "Chevy in the Hole" industrial facility, the site contained a manufacturing complex that was established in the 1930's as one of General Motors' four major production facilities in Flint. Chevy in the Hole once contained 17 buildings and, at its peak, the complex

employed around 8,000 workers. Plant closings and building demolitions started in the mid 1990s and continued through 2004. After demolition activities were completed, most of the site was paved with asphalt to minimize the movement of residual contamination. The site sat vacant for years but was recently transformed into a park. Today, the park consists of 67 acres of non-motorized trails along low maintenance landscaping.

Construction plans for Chevy Commons include creating a play park to provide a signature gathering space on the site. The play park will center on a new signature play garden that will provide a regionally renown play experience for children of all ages. The play park will sit at the northeastern edge of Chevy Commons, at the confluence of the Flint River and Swartz Creek. Construction plans also include new urban cycling trails. Construction plans for Chevy Commons are currently being developed and are planned to be completed in the fall of 2025.

Mott Park Recreation Area

Mott Park Recreation Area is located on the banks of the Flint River between Nolen Drive and Ballenger Highway. Formerly Mott Park Golf Course, the park was reinvented by the neighborhood after the golf course closed in 2010. Today, the 72-acre park includes a disc golf course, improved kayak access to the Flint River, and a renovated clubhouse. The Mott Park Recreation Association has been improving and maintaining the park for more than a decade.

Construction plans for Mott Park include a new trails network that includes options for pedestrians, hikers, cyclists and mountain bikers. Construction plans for the new trails network are complete.

Happy Hollow Nature Area

Happy Hollow Nature Area is located on the banks of Swartz Creek, east of Hammerberg Road and north of I-69. Historically a nature area this sub-area will provide new public access to a unique nature area within Flint. It consists of approximately 39 acres.

Construction plans for Happy Hollow include constructing a network of non-motorized trail across and throughout the site to connect the area to the rest of the state park. The trails network will include options for pedestrians, hikers, cyclists and mountain bikers. Construction plans for the new trails network are complete.

Vietnam Veterans Park

Vietnam Veterans Park is located on the bank of the Flint River just downstream of Hamilton Avenue Bridge at James P. Cole Boulevard. Currently the park is underutilized and has amenities that are outdated and in disrepair.

Construction plans for Vietnam Veterans Park include constructing a new pavilion and public toilets; building an improved boat ramp, drive entry and walkways; and new ADA river access and landscaping. Construction plans are complete.

Interconnecting Trails Networks

A key goal of developing the new state park is providing complete non-motorized connectivity between the park's five sub-areas. To do so, construction plans include approximately 5 miles of new trails throughout the park footprint. Some of these trails will exist within park units, as described above. Additionally, construction plans include new connecting trails between, namely between (i) Happy Hollow and Chevy Commons and (ii) Mott Park Recreation area and Chevy Commons. Plans also include establishing a new trailhead at the Chevy Commons-Happy Hollow trail junction on Kearsley Street. Construction plans for the interconnecting trail system are partially complete.

Anticipated Timeline

Project	Design & Engineering Status	Construction Timeline							
		2025				2026			
Riverbank Park	Complete								
Chevy Commons	Under contract								
Mott Park Rec. Area	Complete								
Happy Hollow	Complete								
Vietnam Veterans Park	Complete								
Connecting Trails	Varies: complete – under contract								