



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, October 8, 2025

5:30 PM

**324 S.Saginaw St., Bryant "BB"
Nolden Auditorium**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2431](#) Approval of Meeting Minutes - September 17, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2352](#) Approval of a purchase order to Equiparts for the fiscal year ending 2026, in an amount not to exceed \$40,000.00, to provide for the purchase of miscellaneous plumbing parts, correctional parts, and supplies; the cost of this purchase order will be paid from the account listed
2. [RES-2025-2357](#) Approval of a purchase order to Home Depot for the fiscal year ending 2026, in an amount not to exceed \$40,000.00; to provide for various supplies for facility maintenance; the cost of this purchase order will be paid from the account listed
3. [RES-2025-2358](#) Approval of a purchase order to Trane for the fiscal year ending 2026, in an amount not to exceed \$50,000.00, to provide miscellaneous HVAC parts and service; the cost of this agreement will be paid from the accounts listed

4. [RES-2025-2359](#) Approval of a purchase order to Young Supply for the fiscal year ending 2026, in an amount not to exceed \$40,000.00, to provide for miscellaneous maintenance and HVAC supplies; the cost of this purchase order will be paid from the accounts listed
5. [RES-2025-2360](#) Approval of a purchase order to Grainger for the fiscal year ending 2026, in an amount not to exceed \$40,000.00, to provide for miscellaneous maintenance supplies at Genesee County's Facilities & Operations; the cost for this purchase order will be paid from the accounts listed
6. [RES-2025-2396](#) Approval of a request to award RFP #25-454 - Master Developer for New State Park to Lurvey Construction, LLC, for a fixed rate of 2% of \$20,108,658.00; the cost of this will be paid from account 2088-770.32-801.028

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2431

Agenda Date: 10/8/2025

Agenda #:

Approval of Meeting Minutes - September 17, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Public Works Committee Meeting Minutes

Wednesday, September 17, 2025	5:30 PM	324 S.Saginaw St., Bryant "BB" Nolden Auditorium
-------------------------------	---------	---

I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 7:52 PM.

II. ROLL CALL

Present: Brian K. Flewelling, James Avery, Beverly Brown, Delrico J. Loyd and Shaun Shumaker

III. APPROVAL OF MINUTES

[RES-2025-2330](#) Approval of Meeting Minutes – September 3, 2025

RESULT: APPROVED

MOVER: Shaun Shumaker

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2214](#) Approval of an agreement between Genesee County and OnBase, in an amount not to exceed \$197,747.94, to provide document imaging and work flow for various county departments; the term of this agreement is October 1, 2025 through October 31, 2026; the cost of this agreement will be paid from the accounts listed

RESULT: REFERRED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Loyd

Nay: Commissioner Shumaker

2. [RES-2025-2257](#) Approval of a purchase order to Bunzl Distribution for the fiscal year ending 2026, in an amount not to exceed \$65,000.00, to provide janitorial supplies at various Genesee County buildings; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown, Commissioner Loyd and
Commissioner Shumaker

3. [RES-2025-2258](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$70,000.00 to provide for the purchase of tires at Genesee County's Motor Pool; the cost for this purchase will be paid from account 6610-234.00-757.000

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown, Commissioner Loyd and
Commissioner Shumaker

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 8:04 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2352

Agenda Date: 10/8/2025

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a purchase order to Equiparts for the fiscal year ending 2026, in an amount not to exceed \$40,000.00, to provide for the purchase of miscellaneous plumbing parts, correctional parts, and supplies; the cost of this purchase order will be paid from the account listed

BOARD ACTION REQUESTED:

Approval of a request by Facilities and Operations to increase allowable spending with Equiparts not to exceed \$40,000.00 for FYE 2026

BACKGROUND:

Facilities and Operations staff maintain 22 sites throughout Genesee County.

Staff make repairs as needed and purchases supplies for projects and repairs for the various sites.

DISCUSSION:

Equiparts provides miscellaneous plumbing parts, correctional parts & supplies. Purchases are made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds will be paid out of accounts below depending on the need:

1010-265.00-763.000

1010-267.00-763.000

1010-309.00-763.000

2130-430.00-930.000

2827-699.54-930.000

2920-356.00-930.000

6610-234.00-779.000

6610-234.00-978.001

2132-801.00-763.000

IMPACT ON FACILITIES:

Facilities and Operations will be able to continue to keep facilities operating and safe.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This will help facilities to provide a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Facilities and Operations to authorize increasing the allowable spend with Equiparts, to a total amount not to exceed \$40,000.00 to be paid from accounts 1010-265.00-763.000, 1010-267.00-763.000, 1010-309.00-763.000, 2130-430.00-930.000, 2827-699.54-930.000, 2920-356.00-930.000, 6610-234.00-779.000, 6610-234.00-978.001, and 2132-801.00-763.000, for the purpose of purchasing miscellaneous plumbing parts, correctional parts, and supplies for fiscal year 2025-2026, is approved (a copy of the memorandum request being on file with the official records of the October 8, 2025 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2357

Agenda Date: 10/8/2025

Agenda #: 2.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a request by Facilities and Operations to increase allowable spending with Home Depot not to exceed \$40,000.00 for FYE 2026

BOARD ACTION REQUESTED:

Approval of a request by Facilities and Operations to increase allowable spending with Home Depot not to exceed \$40,000.00 for FYE 2026

BACKGROUND:

Facilities and Operations staff maintain 22 sites throughout Genesee County.

Staff make repairs as needed and purchases supplies for projects and repairs for the various sites.

DISCUSSION:

Home Depot provides miscellaneous maintenance supplies. Purchases are made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds will be paid out of accounts below depending on the need:

1010-265.00-763.000

1010-267.00-763.000

1010-309.00-763.000

2130-430.00-930.000

2827-699.54-930.000

2920-356.00-930.000

6610-234.00-779.000

6610-234.00-978.001

2132-801.00-763.000

IMPACT ON FACILITIES:

Facilities and Operations will be able to continue to keep facilities operating and safe.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This will help facilities to provide a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Facilities and Operations to authorize increasing the allowable spend with Home Depot, in an amount not to exceed \$40,000.00 to be paid from accounts 1010-265.00-763.000, 1010-267.00-763.000, 1010-309.00-763.000, 2130-430.00-930.000, 2827-699.54-930.000, 2920-356.00-930.000, 6610-234.00-779.000, 6610-234.00-978.001, and 2132-801.00-763.000, for the purpose of purchasing miscellaneous maintenance supplies for fiscal year 2026, is approved (a copy of the memorandum request being on file with the official records of the October 8, 2025 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2358

Agenda Date: 10/8/2025

Agenda #: 3.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a purchase order to Trane for the fiscal year ending 2026, in an amount not to exceed \$50,000.00, to provide miscellaneous HVAC parts and service; the cost of this agreement will be paid from the accounts listed

BOARD ACTION REQUESTED:

Approval of a request by Facilities and Operations to increase allowable spending with Trane not to exceed \$50,000.00 for FYE 2026

BACKGROUND:

Facilities and Operations staff maintain 22 sites throughout Genesee County.

Staff make repairs as needed and purchases supplies for projects and repairs for the various sites.

DISCUSSION:

Trane provides miscellaneous HVAC parts, our Animal Control location has a service contract with them and occasionally is called in to troubleshoot HVAC.

Purchases are made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds will be paid out of accounts below depending on the need:

1010-265.00-763.000

1010-267.00-763.000

1010-309.00-763.000

1010-265.00-930.000

1010-267.00-930.000

1010-309.00-930.000

2130-430.00-930.000

2827-699.54-930.000

2920-356.00-930.000

6610-234.00-779.000

6610-234.00-978.001

2132-801.00-763.000

2132-801.00-930.000

IMPACT ON FACILITIES:

Facilities and Operations will be able to continue to keep facilities operating and safe.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This will help facilities to provide a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Facilities and Operations to authorize increasing the allowable spend with Trane, in an amount not to exceed \$50,000.00 to be paid from accounts 1010-265.00-763.000, 1010-267.00-763.000, 1010-309.00-763.000, 1010-265.00-930.000, 1010-267.00-930.000, 1010-309.00-930.000, 2130-430.00-930.000, 2827-699.54-930.000, 2920-356.00-930.000, 6610-234.00-779.000, 6610-234.00-978.001, 2132-801.00-763.000, and 2132-801.00-930.000, for the purpose of purchasing miscellaneous HVAC parts, our Animal Control service contract, and service to troubleshoot HVAC issues, is approved (a copy of the memorandum request being on file with the official records of the October 8, 2025 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2359

Agenda Date: 10/8/2025

Agenda #: 4.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a request by Facilities and Operations to increase allowable spending with Young Supply not to exceed \$40,000.00 for FYE 2026

BOARD ACTION REQUESTED:

Approval of a request by Facilities and Operations to increase allowable spending with Young Supply not to exceed \$40,000.00 for FYE 2026

BACKGROUND:

Facilities and Operations staff maintain 22 sites throughout Genesee County.

Staff make repairs as needed and purchases supplies for projects and repairs for the various sites.

DISCUSSION:

Young Supply provides miscellaneous maintenance & HVAC supplies.

Purchases are made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds will be paid out of accounts below depending on the need:

1010-265.00-763.000

1010-267.00-763.000

1010-309.00-763.000

2130-430.00-930.000

2827-699.54-930.000

2920-356.00-930.000

6610-234.00-779.000

6610-234.00-978.001

2132-801.00-763.000

IMPACT ON FACILITIES:

Facilities and Operations will be able to continue to keep facilities operating and safe.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This will help facilities to provide a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Facilities and Operations to authorize increasing the allowable spend with Young Supply, to a total amount not to exceed \$40,000.00 to be paid from accounts 1010-265.00-763.000, 1010-267.00-763.000, 1010-309.00-763.000, 2130-430.00-930.000, 2827-699.54-930.000, 2920-356.00-930.000, 6610-234.00-779.000, 6610-234.00-978.001, and 2132-801.00-763.000, for the purpose of purchasing miscellaneous maintenance and HVAC supplies, is approved (a copy of the memorandum request being on file with the official records of the October 8, 2025 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2360

Agenda Date: 10/8/2025

Agenda #: 5.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a request by Facilities and Operations to increase allowable spending with Grainger not to exceed \$40,000.00 for FYE 2026

BOARD ACTION REQUESTED:

Approval of a request by Facilities and Operations to increase allowable spending with Grainger not to exceed \$40,000.00 for FYE 2026

BACKGROUND:

Facilities and Operations staff maintain 22 sites throughout Genesee County.

Staff make repairs as needed and purchases supplies for projects and repairs for the various sites.

DISCUSSION:

Grainger provides miscellaneous maintenance supplies. Purchases are made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds will be paid out of accounts below depending on the need:

1010-265.00-763.000

1010-267.00-763.000

1010-309.00-763.000

2130-430.00-930.000

2827-699.54-930.000

2920-356.00-930.000

6610-234.00-779.000

6610-234.00-978.001

2132-801.00-763.000

IMPACT ON FACILITIES:

Facilities and Operations will be able to continue to keep facilities operating and safe.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This will help facilities to provide a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Facilities and Operations to authorize increasing the allowable spend with Gaigner, in an amount not to exceed \$40,000.00 to be paid from accounts 1010-265.00-763.000, 1010-267.00-763.000, 1010-309.00-763.000, 2130-430.00-930.000, 2827-699.54-930.000, 2920-356.00-930.000, 6610-234.00-779.000, 6610-234.00-978.001, and 2132-801.00-763.000, for the purpose of purchasing miscellaneous maintenance supplies for fiscal year 2026, is approved (a copy of the memorandum request being on file with the official records of the October 8, 2025 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2396

Agenda Date: 10/8/2025

Agenda #: 6.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a request to award RFP #25-454 - Master Developer for New State Park to Lurvey Construction, LLC, for a fixed rate of 2% of \$20,108,658.00; the cost of this will be paid from account 2088-770.32-801.028

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests to award RFP #25-454 - Master Developer for New State Park to Lurvey Construction, LLC, for a fixed rate of 2% of \$20,108,658.00.

BACKGROUND:

RFP #25-454 was advertised by the Genesee County Purchasing Department. Three bids were received. Bids were assessed by the Parks Director, Parks Operations Consultant, and Development Unit Manager for the State of Michigan DNR.

DISCUSSION:

Lurvey Construction, LLC received the highest scores. Lurvey Construction, LLC will provide construction, design and engineering for the New State Park in Flint and Genesee County.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

To be paid from account 2088-770.32-801.028.

NO USE OF PARKS FUND. NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This project supports continuous improvements in Genesee County, supports providing exceptional service and provides healthy, livable and safe communities in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into a contract between Genesee County and Lurvey Construction, LLC, whereby the contractor will provide the design, engineering, and construction of the new state park in the City of Flint, at a total cost not to exceed \$20,108,658.00, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

BE IT FURTHER RESOLVED, that Lurvey Construction, LLC, is to receive a two percent (2%) fee for the total aggregate cost to build said state park to be paid from account number 2088-770.32-801.028.

RFP #: 25-454 Master Developer for New State Park

Summary of scores

	DeMaria	Lurvey	Granger	
Linihan		86	90	89
Bennett		88	90	88
Walker		87	89	91
	261	269		268

RFP #: 25-454 Master Developer for New State Park

Evaluator Name: Ron Walker

Vendor

Name: **Granger**

Evaluator 1

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	Cost proposal percentage is the lowest. Cost may go higher due to unforeseen costs. Granger did a good job on the dam removal and ahead of schedule. Projects listed are similar in scope.	46
2	Experience - Firm's Experience and Portfolio Possible Points 40		36
3	References - Firm's references of successfully completed projects Possible Points 10		9
		Total	91

RFP #: 25-454 Master Developer for New State Park

Evaluator Name: Patrick Linihan

Vendor

Name: **Granger**

Evaluator 1

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	Percentage is good inclusive of overhead and profit. relevant experience with park and municipal projects, including the Flint River Restoration and Ranney Park improvements lots of recreational sites, variety of trades overseen	46
2	Experience - Firm's Experience and Portfolio Possible Points 40		34
3	References - Firm's references of successfully completed projects Possible Points 10		9
		Total	89

RFP #: 25-454 Master Developer for New State Park

Vendor

Name: **Granger**

Evaluator Name: DNR Development - Kriss
Bennett

Evaluator 1

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	Concerned about exclusions. Also a lot of wording changes to the contract which changes compensation to percentage and not fixed rate.	45
2	Experience - Firm's Experience and Portfolio Possible Points 40	did not talk about how they would bid trades and engineering just that they would work with the county to develop this. In construction admin, it seems they are stating reliance on the Counties consultant to be the lead. Part of what makes the MD a strong contract is to have the MD overseeing the construction	35
3	References - Firm's references of successfully completed projects Possible Points 10	lots of recreational sites, variety of trades overseen	8
		Total	88

RFP #: 25-454 Master Developer for New State Park

Evaluator Name: Ron Walker

Vendor

Name: **Lurvey**

Evaluator 1

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	Percentage is fair and aligns with the expectations	45
2	Experience - Firm's Experience and Portfolio Possible Points 40	Projects listed are well built	36
3	References - Firm's references of successfully completed projects Possible Points 10	Projects seem to be medium scaled but varied and complex	8
		Total	89

Vendor**Name: Lurvey****Evaluator 1**

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	Will work within the cap of the project and offer alternatives as they arise. Including the insurance is the lowest bidder. Will create a comprehensive review of all components of the project. Review laid out well, will result in cost savings	45
2	Experience - Firm's Experience and Portfolio Possible Points 40	Extensive experience delivering complex community projects, including custom playgrounds, specialized site work, and projects requiring careful coordination with agencies and stakeholders	37
3	References - Firm's references of successfully completed projects Possible Points 10	Local projects have a varried amout of disciplines. References from local trades.	8
		Total	90

Vendor**Name: Lurvey****Evaluator 1**

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	good discussion on how budget will be managed and controlled.	44
2	Experience - Firm's Experience and Portfolio Possible Points 40	a little concerned that engineers are already chosen without a bidding process, but also are bringing in continuation of current consultants. Would have liked more information on how they conduct their bidding process. Clearly taking the role as Construction manager and oversight.	37
3	References - Firm's references of successfully completed projects Possible Points 10	good recreation references, trails, inclusion of playscape projects, broad amount of trades overseen	9
		Total	90

RFP #: 25-454 Master Developer for New State Park

Evaluator Name: Ron Walker

Vendor

Name: **DiMaria**

Evaluator 1

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	Highest percentage	40
2	Experience - Firm's Experience and Portfolio Possible Points 40	Good experience all around. Could do the work.	37
3	References - Firm's references of successfully completed projects Possible Points 10	Lots of park projects	10
		Total	87

Vendor**Name: DiMaria****Evaluator 1**

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	Percentage higher than others. Insurance seems in line	38
2	Experience - Firm's Experience and Portfolio Possible Points 40		40
3	References - Firm's references of successfully completed projects Possible Points 10	Worked with DNR in the past understands the needs.	8
		Total	86

Vendor**Name: DiMaria****Evaluator 1**

criteria	Description	Comments	Score
1	Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. Possible Points 50	much higher percentage than other bidders	40
2	Experience - Firm's Experience and Portfolio Possible Points 40	made a point to showcase resumes of staff, highlighted some valid pinch points in construction and process, very thorough in describing process.	39
3	References - Firm's references of successfully completed projects Possible Points 10	extensive experience in the recreation space. Worked for both State level and municipal level clients.	9
		Total	88

RFP #: 25-454 Master Developer for New State Park

Summary of scores

	DeMaria	Lurvey	Granger	
Linihan		86	90	89
Bennett		88	90	88
Walker		87	89	91
	261	269		268

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								