



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, March 19, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1314](#) Approval of Meeting Minutes - March 5, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2025-1186](#) Approval of an agreement between Genesee County and Du-all Cleaning Inc., in an amount not to exceed \$1,513,646.34, to provide for janitorial services at various county-owned buildings; the cost of this three year agreement will be paid from the accounts listed

2. [RES-2025-1275](#) Genesee County Road Commission Discussion

VII. NEW BUSINESS

1. [RES-2025-1276](#) Forwarding to receive and file a copy of Genesee County's Parks & Recreation Commission 2024 Annual Report
2. [RES-2025-1278](#) Approval of an agreement between Genesee County and SmartComm LLC., in an amount of \$464,913.42, for the purpose of the installation of stainless-steel showers in the Genesee County Jail; the cost of this agreement will be paid from the Capital Improvement Bond account 4018-255.06-975.001

3. [RES-2025-1285](#) Approval of an agreement between Genesee County and Granger Construction Company, in an amount not to exceed \$10,525,000.00, to provide for Phase 2 of the Flint River Restoration Project; the cost of this agreement is fully grant funded

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1314

Agenda Date: 3/19/2025

Agenda #:

Approval of Meeting Minutes - March 5, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Public Works Committee Meeting Minutes

Wednesday, March 5, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 6:03 PM.

II. ROLL CALL

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

Absent: Shaun Shumaker

III. APPROVAL OF MINUTES

[RES-2025-1266](#) Approval of Meeting Minutes - February 19, 2025

RESULT: APPROVED

MOVER: James Avery

SECONDER: Beverly Brown

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

Absent: Commissioner Shumaker

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1186](#) Approval of an agreement between Genesee County and Du-all Cleaning Inc., in an amount not to exceed \$1,513,646.34, to provide for janitorial services at various county-owned buildings; the cost of this three year agreement will be paid from the accounts listed

RESULT: POSTPONED

MOVER: Delrico J. Loyd

SECONDER: James Avery

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

Absent: Commissioner Shumaker

2. [RES-2025-1224](#) Approval of a purchase order for Scioto Services for the fiscal year ending 2025, in an amount of \$153,166.36, to provide for the payment of janitorial services for the end of contract; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: James Avery

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

Absent: Commissioner Shumaker

VIII. OTHER BUSINESS

1. [RES-2025-1275](#) Genesee County Road Commission Discussion

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: James Avery

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

Absent: Commissioner Shumaker

IX. ADJOURNMENT

The meeting was adjourned at 6:51 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1186

Agenda Date: 3/19/2025

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of an agreement between Genesee County and Du-all Cleaning Inc., in an amount not to exceed \$1,513,646.34, to provide for janitorial services at various county-owned buildings; the cost of this three-year agreement will be paid from the accounts listed

BOARD ACTION REQUESTED:

The approval of the contract for services with Du-all Cleaning Inc., accepting their bid response to RFP 24-411 Janitorial Services awarded to Du-All Cleaning Inc.

BACKGROUND:

The vendor was chosen by a team of County employees from The Courts, Health Department along with Facilities staff. The team reviewed each company's proposal and scored them. All scores were compiled and Du-All was the clear choice. All vendors were given the opportunity to provide a bid per location and Du-All still provided the best cost for the county.

DISCUSSION:

The purpose of this contract is to provide cleaning service to our facilities. This will provide a clean environment for our customers and our employees. This will help ensure that proper cleaning is happening at all of our facilities from office spaces, restrooms, office space, courtrooms, breakrooms and common areas of all facilities.

By having this Janitorial contract in place, we can provide a clean and safe work environment for everyone who visit our facilities. Proper cleaning will help reduce the spread of germs. Having a contract with one vendor will help ensure our costs stay consistent for the duration of the contract.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The funding for this request for FYE25 contract will come from the following accounts:

1010-265.00-802.000- Janitorial Services/Admin/Courthouse/ETC.	\$196,071.15
1010-267.00.802.000- Janitorial Services McCree Building	\$107,481.08
1010-309.00-802.000- Janitorial Services Jail	\$15,540.31

2130-430.00-802.000- Janitorial Services Animal Control	\$2,671.98
2210-614.00-802.000- Janitorial Services for Burton Health Clinic	\$3,655.32
2920-356.00-801.028- Janitorial Services for GCJJC	\$10,093.31
2827-699.54-801.004- Janitorial Services for GCCARD	\$2,286.31

The cost for FYE 2026 and 2027 will be \$587,923.44 a year, breakdown is attached.

A budget amendment is attached.

IMPACT ON FACILITIES:

Facilities will be the contract administrator.

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. This will also help with the long-term financial stability priority by ensuring our costs stay consistent for the duration of the contract.

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 Facilities and Operations Director to authorize entering into an agreement between Genesee County and Du-All Cleaning Inc., whereby the contractor will provide janitorial services for all County buildings, for an initial term commencing April 7, 2025, through September 30, 2025, at a cost not to exceed \$337,779.46 to be paid from the following accounts:

1010-265.00-802.000- Janitorial Services/Admin/Courthouse/ETC.	\$196,071.15
1010-267.00-802.000- Janitorial Services McCree Building	\$107,481.08
1010-309.00-802.000- Janitorial Services Jail	\$15,540.31
2130-430.00-802.000- Janitorial Services Animal Control	\$2,671.98
2210-614.00-802.000- Janitorial Services for Burton Health Clinic	\$3,655.32
2920-356.00-801.028- Janitorial Services for GCJJC	\$10,093.31
2827-699.54-801.004- Janitorial Services for GCCARD	\$2,286.31

and for two successive one-year terms commencing at the start of fiscal year 2025-2026 through fiscal year 2026-2027, at a cost not to exceed \$587,923.44 for each year to be paid from the accounts listed in the attachment to the memorandum request, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the March 5, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

24-411 Janitorial Services

Company	
	Total cost
	ALL Buildings
Kleen-Tech	\$ 1,102,428.00
Scioto Services LLC	\$ 698,006.00
Facilities 360	\$ 844,080.00
DM Burr	\$ 1,003,030.00
LGC Global	\$ 975,870.12
Great Lakes FM	\$ 1,488,018.00
DU-All Cleaning	\$ 608,570.52

587,923.44 is the correct amount once the Admin,Burton Health, & McCree Health fall off

	Admin Bldg through 06/25	Health Dept -Burton through 06/25	Tower start 06/25	McCree Health - Through 6/25	McCree FOC	McCree-First Floor	Circuit Court	Jail	Haley Bldg
DU-All Cleaning Monthly	\$ 13,999.33	\$ 993.33	\$ 11,933.33	\$ 4,733.93	\$ 5,613.33	\$ 8,933.33	\$ 10,993.33	\$ 2,293.33	\$ 1,803.33

GCJJC	Animal Control	GCCARD Lippincott	Mt Morris DC	Grand Blanc DC	Fenton DC	Burton DC	Flushing DC
\$ 1,383.33	\$ 330.33	\$ 343.33	\$ 1,073.33	\$ 1,073.33	\$ 1,073.33	\$ 1,073.33	\$ 1,073.33

FYE25

	April-June	July-Sept	April-Sept	Start-Up Cleaning
Admin=	\$ 41,997.99	\$ -	\$ -	\$ -
Burton Health=	\$ 2,979.99	\$ -	\$ -	\$ 675.33
Tower=	\$ -	\$ 35,799.99	\$ -	\$ -
McCree=	\$ 57,841.77	\$ 43,639.98	\$ -	\$ 5,999.33
Circuit=	\$ -	\$ -	\$ 65,959.98	\$ 4,993.33
Jail=	\$ -	\$ -	\$ 13,759.98	\$ 1,780.33
Haley=	\$ -	\$ -	\$ 10,819.98	\$ 1,803.33
GCJJC=	\$ -	\$ -	\$ 8,299.98	\$ 1,793.33
Animal Control=	\$ -	\$ -	\$ 1,981.98	\$ 690.00
GCCARD=	\$ -	\$ -	\$ 2,059.98	\$ 226.33
Mt. Morris Ct=	\$ -	\$ -	\$ 6,439.98	\$ 399.33
Grand Blanc Ct=	\$ -	\$ -	\$ 6,439.98	\$ 399.33
Fenton Ct=	\$ -	\$ -	\$ 6,439.98	\$ 499.33
Burton Ct=	\$ -	\$ -	\$ 6,439.98	\$ 599.33
Flushing Ct=	\$ -	\$ -	\$ 6,439.98	\$ 599.33

\$	41,997.99
\$	3,655.32
\$	35,799.99
\$	107,481.08
\$	70,953.31
\$	15,540.31
\$	12,623.31
\$	10,093.31
\$	2,671.98
\$	2,286.31
\$	6,839.31
\$	6,839.31
\$	6,939.31
\$	7,039.31
\$	7,039.31
\$	337,799.46

FYE 26 & 27

Oct-Sept

Admin/Tower=	\$	143,199.96
McCree=	\$	174,559.92
Circuit=	\$	131,919.96
Jail=	\$	27,519.96
Haley=	\$	21,639.96
GCJJC=	\$	16,599.96
Animal Control=	\$	3,963.96
GCCARD=	\$	4,119.96
Mt. Morris Ct=	\$	12,879.96
Grand Blanc Ct=	\$	12,879.96
Fenton Ct=	\$	12,879.96
Burton Ct=	\$	12,879.96
Flushing Ct=	\$	12,879.96
	\$	587,923.44

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 **DU All Cleaning, Inc.**, a **Michigan, Domestic Profit Corporation**, whose principal place of business is located at **35474 Mound Rd., Sterling Heights, MI 48310** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **4-7-25** and shall be effective through **9/30/27** (the “Initial Term”).

1.2 Extension Terms

The Board has the option to extend this Agreement for up to four (4) one-year terms (the “Extension Terms”).

2. Scope of Work

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

3. Compensation

The Contractor shall be paid a flat fee of **\$337,799.46 for FYE 25 and \$587,923.44 for FYE 26 & FYE 27** 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 **Raymond Zanke** (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 will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor 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 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 \$2,000,000 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.

Cyber Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate including, data breach response, network

security liability and business interruption. Coverage should be primary and non-contributory, name Genesee County as additional insured. Including legal and regulatory compliance.

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. Exhibit A – The Scope of Work

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 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

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

16.4 Binding Effect

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

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

Du-All Cleaning Inc.

COUNTY OF GENESEE

By: _____
Mondi Rakaj
Director of Operations/President

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

Date: _____

Date: _____

EXHIBIT A

Description of the Services

This information will be provided upon mutual agreement between the County and selected vendor.

COMPLIANCE WITH PERFORMANCE STANDARDS

The Contractor shall be required to clean each facility subject to this contract to a neat and clean condition satisfactory to the County and in accordance with the specifications and frequencies set forth in the agreement. The Contract Administrator at each location will monitor the Contractor's performance.

All questions concerning the quality or acceptability of materials used, the work performed, the manner of performance, and progress meeting the requirements of the contract should be taken to the Contract Administrator at each location.

SPECIFICATION DEFINITIONS

The following definitions of words or phrases, which are used in the Job Specifications section of this document, define the acceptable minimum standard required for work under this contract.

- A. Daily Service - Service or tasks that are, without exception, to be performed each working day, Monday through Friday, except Holidays as specified in "Holiday Schedule".
- B. Weekly Service - Service or tasks that are to be completed on a weekly basis.
- C. Monthly Service - Service or tasks that are to be completed in their entirety each month.
- D. Quarterly Service - Service or tasks that are to be completed in their entirety every three (3) months.
- E. Bi-Annual Service - Service or tasks that are to be completed in their entirety every six (6) months.
- F. Wet Mopping and Scrubbing – At the stated frequencies, hard floors shall be Wet Mopped or Scrubbed as follows:
 - a. The floors shall be properly prepared to remove all loose dirt and debris, wads of gum, tar, and other foreign substances.
 - b. Upon completion of wet mopping or scrubbing, the floor shall be clean, free of dirt, stains, spills, marks, mop marks, and properly rinsed and dry mopped to present a clean appearance.
 - c. All surfaces shall be dry. All corners, cracks, and splice joints shall be clean. Base shoe, walls, furniture, doors, etc., shall be wiped to remove any streaks or splashes.
- G. Stripping and Sealing – At the stated frequencies, hard floors shall be Stripped and Sealed as follows:
 - a. Clear the floor area as necessary.
 - b. Thoroughly clean the floor by Wet Mopping and Scrubbing.
 - c. Strip the existing sealer from the floor and thoroughly rinse and neutralize the floor according to stripper and sealer manufacturer's recommendations.
 - d. Apply a uniform coat of sealer according to manufacturer's recommendations.
 - e. Replace all furniture and equipment items previously removed.

H. Wet Mopping and Buffing -

- a. At the stated frequencies, floor shall be wet mopped and buffed between regular waxing operations. The floor shall be properly swept free of all loose dirt prior to mopping.
- b. Fresh water, to which an odorless detergent or cleaning agent has been added, shall be used with a sponge-type or string-type mop to remove all dirt and marks. (A Quaternary disinfectant shall also be added to the water for cleaning the restroom floor.) Upon completion of wet mopping, the floor shall be clean and free of dirt, dust, grit, marks, water streaks, mop marks and properly rinsed, and dry mopped to present a clean appearance.
- c. All surfaces shall be dry with corners, cracks, and splice joints clean after wet mopping.
- d. The floor area will be machine buffed to restore the gloss to the floor. Spot wax as necessary to restore floor to clean, bright appearance. Do not allow wax buildup at edges or corners and blend spot wax into existing wax leaving no demarcation line between the two.

I. Rugs, Carpets and Upholstery -

- a. A properly vacuumed carpet shall be free of all dirt, dust, grit, lint, dust balls, and debris. Areas that cannot be reached by vacuums, shall be broom cleaned prior to vacuuming. All spots or stains shall be removed by spot cleaning methods. The machine used to vacuum shall have adequate suction to lift dirt, grit and debris from the base of the carpet nap (3.5 amps or greater). It shall also function in a manner to completely contain all material vacuumed from the carpet without discharging dust or other materials into the air. All stains shall be removed immediately with a carpet cleaning solution in such a manner as to not leave rings or discoloration.
- b. Soft upholstery shall be free of all lint, dust, and other debris. Fabric or nap shall not be damaged by cleaning procedure.

J. Dusting -

- a. Dusting residue shall not be moved from spot to spot but removed directly from the area in which it lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
- b. A properly dusted surface shall be free of all dirt and dust, dust streaks, lint and cobwebs. There shall be no dust streaks remaining on any surface, including corners, ledges, shelves, molding, etc.
- c. There shall be no oils, spots, smudges or residue from dusting aids on dusted surfaces.
- d. Dusting shall be completed before vacuuming, sweeping, and dust mopping.

K. Damp Wiping -

This task consists of using a clean, damp cloth or sponge to remove all dirt spots, streaks from walls, glass or other specified surfaces, and then drying to provide a polished appearance.

L. Furniture Upkeep -

- a. Desks, files, tables, cabinets, etc., shall be kept free of fingerprints, stains, smudges, etc. Chair and table legs and edgings shall be cleaned free of marks and polished to a bright appearance.
- b. Water fountains shall be disinfected; the chrome, stainless steel and cabinets polished to a clean, bright appearance.

M. Glass Cleaning -

Properly cleaned glass/mirror surface shall be free of streaks, film, deposits, debris and stains and shall have a uniformly bright appearance.

Bullet resistant glass must be cleaned with an approved cleaning product and lint-free cloth.

N. Sinks –

Fixtures and their hardware, when properly cleaned, shall be free of all deposits, stains, streaks, film, odor, debris, and germs.

O. Vaults -

Including certain other areas are of limited access and entry for cleaning purposes will be defined by the contract administrator as to cleaning practices and times. Other areas, as circumstances dictate, may be excluded on either a permanent or temporary basis as confidentiality dictates.

PERFORMANCE STANDARDS

Specific tasks and the frequency of their performance are stated in the Job Specifications. These are minimum requirements. Due to conditions found at particular locations, the Contractor may need to increase the frequency of the tasks in order to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in the routine tasks shall be at no additional cost to the County. The Contract Administrator will use the following minimum quality standards to evaluate the performance of the Contractor:

- A. Absence of all dust, lint, spider webs, etc. on horizontal and vertical surfaces, floors, walls, ledges, upholstered furniture, systems furniture, equipment, fixtures and surfaces up to and including the ceiling, that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surface of lights, grills, light fixtures, pipe, sprinkler system, cables, ledges, walls and ceiling vents.
- B. Absence of finger marks, spots and/or soil build-up on walls, partitions, doors, windows, dividers, etc.
- C. All urinals, toilets, lavatories must be maintained in a clean and sanitary condition free of all stains, streaks, soil or other residue or latent odor, do not mingle cleaning equipment with other areas
- D. Absence of all bacteria growth and spore formations on surfaces and water fountains.
- E. Absence of litter and/or trash in stairwells, offices, rest rooms and other public areas.
- F. Absence of graffiti, marks, streaks, spots, stains from all mirrors, stainless steel, chrome, brass and other bright metal surfaces where appropriate. All work shall be polished to a dry sheen.
- G. Floor drains shall be maintained at all times with a germicidal solution to fill the drain trap and prevent the escape of sewer gas.
- H. Absence of chewing gum from floors, carpet, sidewalks or any other surfaces.
- I. The reflectance and protective finish on smooth, hard surfaced, wood, terrazzo, tile and resilient floors shall be a uniform gloss without streaks, swirls or visible scratches.
- J. Provide adequate protection against slippery floors by ensuring finishes and treatments are properly applied, maintained and free of standing water.
- K. Absence of incrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jams and around furniture and equipment legs and bases.

- L. Absence of visible soil, litter, dust, lint, debris and spots from all carpets, mats and floors.
- M. Maintain all janitorial equipment and supply storage areas in a neat condition.
- N. Absence of soil, litter, dust and incrustation in ashtrays, urns, wastebaskets, and trash containers. Ashtrays, wastebaskets and trash containers shall be washed when needed.
- O. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and glass, all partition glass, and interior windows.
- P. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
- Q. Absence of trash in buildings. Trash shall be collected and removed to designated area which shall be maintained in a neat and tidy condition.

OTHER TASKS

The below tasks are to be performed on an "As-Needed Basis" with a minimum of 7 days' notice from the Contract Manager and a quoted price from the contractor. The Contractor shall quote and complete these tasks prior to submitting an additional billing invoice for the month in which the work was requested.

- a. Exterior window washing.
- b. Wash interior walls and baseboards.
- c. Room carpet cleaning.

SPECIAL OR EMERGENCY CLEANING

When directed by the Contract Administrator by written order to clean any area required for a special occasion or made necessary by an emergency or mishap at any of the locations listed in this RFP, the Contractor shall furnish all labor and supervision as required to fill the order.

Examples of emergency cleaning include, but are not limited to, vomit, bowel and blood pathogen clean up within two hours of notification. These emergency services are to be done by the Day Porter (if on duty) or by Contractor's staff (if on duty). If it happens when Contractor's staff/day porter are not on duty, Genesee County staff will do preliminary cleaning with a complete cleaning done by contractor staff when they arrive on duty. Contractor's staff is not responsible for bedding and/or other linens.

Emergency responses occurring during normal service hours will be performed without incurring an additional charge if the emergency can be responded to by redeploying regular staff and equipment. If the emergency requires additional staff, the Contract Administrator may authorize a charge for additional emergency service.

In the event of a major emergency and at the sole determination of the Contract Administrator or his designee, the Contractor may be requested to assist in a cleanup operation when an additional outside contractor has been engaged by the County to provide related services.

INITIAL START UP CLEANING

The Contractor shall do an initial cleaning, to bring the location into contract compliance in accordance with the quality standards of these specifications. This cleaning must be performed within 30 days of the start of the contract unless a different length of time is

specified in the proposal. Initial cleaning cost is to be listed as a separate cost from the monthly/annual cost in the proposal. Contract Administrator must approve the completed work.

JOB SPECIFICATIONS - ALL BUILDINGS

The following job specifications are the minimum acceptable cleaning standards required by Genesee County for all buildings included in this Request for Proposal.

Each building to have a lead person or supervisor that does at least the following:

- Ensures that all workers sign in and sign out for assigned duty
- Verifies that all scheduled work has been completed
- Ensures that lights are turned off after areas are cleaned (may need assistance of owner's Property Attendant) and that doors are closed and/or locked as necessary
- Notifies Property Attendant (where applicable) that the crew is leaving the building
- Completes a checklist that documents the above and notes any special work performed or unusual conditions observed
- Submits the checklist to the supervisor or owner's representative

DAILY PERFORMANCE STANDARD: MONDAY THROUGH FRIDAY

- A. Room Cleaning: Office Areas, File Rooms, Libraries, and Conference Rooms
 - a. Empty and put back all waste containers and wash as needed. If plastic liners are used, inspect and replace if soiled. Personal desk side recycling containers will be emptied and cleaned by Genesee County.
 - b. Floors shall be swept clean with a treated dust mop. Evidence of spillage shall be damp mopped. Damp mop traffic areas soiled or spotted during the day. Remove visible debris from the floor. Where needed vacuum all carpeted foot-traffic areas and rugs.
 - c. Remove trash to an area designated by the County.
 - d. Clean and disinfect all drinking fountains.
 - e. All wall surfaces, partitions, doors, internal windows, and window sills shall be spot cleaned.
- B. Restrooms
 - a. Floors shall be wet mopped and disinfected.
 - b. Clean ceramic tile walls and toilet partitions.
 - c. Stools, seats and urinals shall be washed inside and out with a disinfectant detergent. Seat shall be left in a raised position. Wash basins shall be cleaned and wiped free of all water marks. All mirrors, shelves, chrome fixtures and pipes shall be damp wiped and polished dry.
 - d. Empty and clean all waste containers.
 - e. Replenish all toilet tissue, hand towels and soap from County stock.
 - f. Floor trap shall be filled daily and keep floor drain free of debris.
- C. All Entrances, Lobbies, Corridors, Main Hallways, Elevators and Waiting Rooms.
 - a. Floors shall be wet mopped using appropriate and effective means and buffed as appropriate for the specific floor material.
 - b. Clean all entrance glass, interior and exterior, they shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

- c. All displays, pictures or furniture shall be cleaned with a treated dust cloth. Vinyl furniture shall be damp wiped.
- d. Elevator floors shall be damp mopped and door tracks vacuumed free of dirt and debris.
- e. Vacuum all carpeted areas and floor rugs.

D. Stairways, Steps and Landings

- a. All stairs and landings shall be free of dust, dried soil, gum, stains, and visible debris; this includes risers and cove bases.
- b. The surfaces shall appear visibly and uniformly clean without dust streaks, lint, standing water, cleaner residue or film.

WEEKLY PERFORMANCE STANDARD (vendor to provide schedule)

A. Room Cleaning: Office Areas, File Rooms, Libraries, and Conference Rooms

- a. Thoroughly vacuum all carpeted areas. (also, as needed, for occasional messes)
- b. Detergent wet mop, spot wax, and machine buff all tiled floors.
- c. Waste Containers contents removed and can liners replaced, inside and outside of the container shall be cleaned and disinfected as required. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.
- d. Departmental 65 gallon recycle bins are to be move to designated location for recycling services provider. Empty containers are to be cleaned and returned to designated departments. Recycle bins are in the Administration Building, Circuit Courthouse and the McCree Building.

B. Restrooms

- a. Stall partitions, doors, walls, sills, ledges; shall be washed with detergent not harmful to surfaces.

C. All Entrances, Lobbies, Corridors, Main Hallways, Elevators and Waiting Rooms.

- a. Clean all entry way and vestibule glass, inside and out.
- b. Floors shall be wet mopped, scrubbed, waxed and buffed as most appropriate for the specific floor material.

D. Stairways

- a. Thoroughly clean by sweeping and wet mopping all stairs and landings, and dusting ledges
- b. Damp wipe all handrails

MONTHLY PERFORMANCE STANDARD

A. Room Cleaning: Office Areas, File Rooms, Libraries, and Conference Rooms

- a. All waste containers shall be washed inside and out as needed. Recycling containers shall be cleaned by Genesee County.
- b. Damp wipe and polish all furniture and woodwork in courtrooms and offices and corridors.
- c. Wash all interior glass partitions, both sides and the interior side of all exterior windows.
- d. Damp wipe all ceiling fans.
- e. Vacuum all intakes and exhaust vents.
- f. Dust all window blinds on exterior and interior windows.
- g. Vacuum and/or brush the upholstery on chairs.

- h. Dust and clean all furniture and furnishings.

QUARTERLY PERFORMANCE STANDARD

- A. All Entrances, Lobbies, Corridors, Hallways and Elevators
 - a. Floors shall be stripped, sealed, waxed and buffed as most appropriate for the specific floor material.

BI-ANNUAL PERFORMANCE STANDARD

- A. Room Cleaning: Office Areas, File Rooms, Libraries, and Conference Rooms
 - a. All floors shall be stripped, sealed, waxed and buffed. All furniture shall be moved by use of furniture dollies or by carrying and the floor cleaned in its entirety. Chairs, wastebaskets and similar items shall not be stacked on desks, tables, etc., nor shall the contractor use these items in place of a stepladder.
 - Upon completion of work, all furniture must be returned to its original position. These requirements apply to all operations where furniture is moved.
 - Any bank consisting of three each or more files, three each or more cabinets or three each or more shelving need not be moved. All other items of furniture shall be moved unless weight or physical dimensions are such that disassembly would be required.
 - b. Panels of systems furniture are to be vacuumed and dusted thoroughly. Where necessary furniture is to be moved to access the full panel.

Where the task notes “As Needed” or “As Required”, this means if any visible signs of dirt, film or discoloration or if there is dust that can be detected by wiping your finger on the surface it should be cleaned.

JOB SPECIFICATIONS - INDIVIDUAL BUILDINGS

In addition to the previous job specifications outlined above for all buildings, the following specifications apply to the listed buildings:

GENESEE COUNTY ADMINISTRATION BUILDING

1101 Beach Street, Flint, Michigan

- a. Day time employee as required during the hours of 8:00 a.m. to 5:00 p.m. Contract administrator is able to assign other jobs as needed.

NEW GENESEE COUNTY ADMINISTRATION BUILDING

324 S. Saginaw Street, Flint, Michigan

- a. Employee as required during the hours of 8:00 a.m. to 5:00 p.m. with extended hours. Contract administrator is able to assign other jobs as needed.

FLOYD J. MCCREE COURTS AND HUMAN SERVICES BUILDING (MCCREE SOUTH)

630 South Saginaw Street, Flint, Michigan

- a. Day time employees as required during the hours of 8:00 a.m. to 5:00 p.m.
- b. Cleaning of the escalators is the responsibility of the contractor awarded the first floor area.

- c. Escalators shall be cleaned in the same manner and have the same cleaning schedule as outlined for elevators.
- d. For clarification purposes, the Health Department, 2nd Floor Common Area shall include the hallway leading to the Parking Deck.
- e. Health Department 2nd floor:
 - Exam rooms need to be cleaned over the noon hour and again in the evening. Cleaning person should not be in exam rooms during the regular clinic hours unless requested to do so. Actual hours will be determined by the Health Center schedule of seeing clients.
 - All plastic chairs in the waiting room area and all clinic rooms should be cleaned with disinfectant every night.
 - Sinks and counter tops in each clinic room need to be cleaned and disinfected every night.
 - The waiting room area, including floors is to be clean, see Daily Performance Standard.

BURTON HEALTH CENTER

G-3373 South Saginaw Street, Burton, Michigan

- a. Day time employee as required during the hours of 8:00 a.m. to 5:00 p.m. to meet Daily Performance Standard, actual hours will be determined by the Health Center schedule of seeing clients.
- b. Exam rooms need to be cleaned over the noon hour and again in the evening. Cleaning person should not be in exam rooms during the regular clinic hours unless requested.
- c. All plastic chairs in the waiting room area and all clinic rooms should be cleaned with disinfectant every night.
- d. Sinks and counter tops in each clinic room need to be cleaned and disinfected every night.
- e. The waiting room area floors are to be cleaned, see Daily Performance Standard.
- f. Employee lounge sink cleaned at night.
- g. Rugs at all entrances should be vacuumed each evening.

GENESEE COUNTY COURTHOUSE AND DISTRICT COURTS

900 South Saginaw Street, Flint, Michigan

- a. Judicial suites require:
 - Dusting of bookshelves, windowsills, tables, benches and millwork as required to meet performance standards, furniture polish is not to be used damp cloth dusting is acceptable. Glass table and counter tops are to be cleaned with glass cleaner.
 - Vacuuming weekly or more frequently as required to meet performance standards.
 - Bathrooms cleaned as required in Daily Performance Standard.
- b. Jury rooms require:
 - Dusting/damp wiping windowsills and tables as required to meet performance standards, furniture polish is not to be used. Glass table and counter tops are to be cleaned with glass cleaner.
 - Vacuuming weekly or more frequently as required to meet performance standards.

- Bathrooms cleaned as required in Daily Performance Standard.
- c. Upholstery and leather chairs shall be free of dust dirt and spots without causing damage. They shall appear visibly and uniformly clean.
- d. Porcelain and Marble floors, baseboards, cove base, tile grout, corners and thresholds shall appear visibly and uniformly clean, free of dust, soil, gum, spots, stains and other debris. This shall include the elimination of cleaner residue.
- e. Monthly deep cleaning is to be scheduled a minimum of one week in advance of cleaning day so that staff can clear surfaces and prepare areas for the thorough cleaning. These cleanings are to be scheduled with the Contract Administrator.
- f. Glass top tables and counters are to be thoroughly cleaned top and bottom/underside. A bi-annual cleaning is to be coordinated with the Building and Grounds department. Glass and tables/counter surfaces will be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.
- g. With the written direction from the Contract Administrator, vaults and certain other areas are of limited access and entry for cleaning purposes and as circumstances dictate, may be excluded on either a permanent or temporary basis as desired by the Probate/Circuit Court Judges, Prosecutor or Clerk.
- h. Day time employee as required from the hours of 8:00 a.m. to 5:00 p.m.

GENESEE COUNTY JAIL

1002 South Saginaw Street, Flint, Michigan

- a. Specific non-secure areas to be cleaned in the jail are as follows:
 - Monday through Friday each week, except holidays, Administration, Records, Locker Room, and Staff Showers.
 - Seven days each week, holidays included, Public Lobby, Public Restrooms, Detective Area, Paramedic Area, Including Restrooms
- b. Day time employee as required during the hours of 8:00 a.m. to 5:00 p.m.

OTHER BUILDINGS

Flushing District Court
1415 Flushing Road
Flushing, Michigan

Mt. Morris District Court
820 N. Saginaw Street
Mt. Morris, Michigan

Grand Blanc District Court
8173 South Saginaw Street
Grand Blanc, Michigan

Fenton District Court
17100 Silver Parkway, Suite C,
Fenton, Michigan

Burton District Court
4094 Manor Drive
Burton, Michigan

Haley Building – Adult Probation
816 Beach Street
Flint, Michigan

Genesee County Juvenile Justice Center 4287 W. Pasadena Ave., Flint, MI 48504

- a. Daily (Monday thru Friday) after 2:30 p.m.

- Clean administration offices
- Clean classrooms
- Clean therapy rooms
- Clean visitation room
- Clean public and staff restrooms including breakroom and locker room.
- Empty all trash receptacles (common area, offices, and rooms listed above)

Genesee County Animal Control

G-4351 W. Pasadena Ave., Flint, MI 48504

All cleaning products used must be safe to be used around animals.

- Three (3) days per week in the afternoons.
 - Clean public and staff bathrooms.
 - Clean front public lobby
 - Clean main office
 - Empty all trash receptacles and take to dumpster
 - Wipe down windows in lobby
 - Clean lobby and office floors three (3) days per week
 - Clean glass on entrance/exit doors.

Genesee County Community Action Resource Department

2727 Lippincott, Flint, MI 48507

- Daily (Monday – Friday) between 8:00 a.m. and 5:00 p.m.
 - Clean bathrooms.
 - Clean Administrative from office
 - Clean Senior Nutrition office area.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

- a. When your operations for that insured are completed; or
- b. The contract or agreement you have entered into with the additional insured is terminated.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2025

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 have ADDITIONAL INSURED provisions or 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 GOODNIGHT AGENCY - FARM BUREAU INSURANCE 16642 15 MILE RD FRASER, MI 48026	CONTACT NAME: SAMANTHA GOODNIGHT PHONE (A/C, No. Ext): 586-884-8223 E-MAIL ADDRESS: SGOODNIGHT@FBINSMI.COM FAX (A/C, No): 586-200-0146
INSURED DU-ALL CLEANING, INC 35474 MOUND RD STERLING HEIGHTS, MI 48310	INSURER(S) AFFORDING COVERAGE INSURER A: FARM BUREAU INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 21547

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" 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 OTHER:	A		BO-11522907	06/11/2024	06/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	A		BAP-3307939	06/11/2024	06/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			CU-11528507	06/11/2024	06/11/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCC-3307940	06/11/2024	06/11/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

MONDI RAKAJ EXCLUDED FROM WORKERS COMPENSATION

CERTIFICATE HOLDER**CANCELLATION**GENESEE COUNTY
1101 BEACH ST
FLINT, MI 48502

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
SAMANTHA GOODNIGHT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the **WHO IS AN INSURED** provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Each person or organization shown in the Additional Interest Schedule as a Designated Insured is an "insured" for LIABILITY COVERAGE, but only to the extent that person or organization qualifies as an "insured" under the **WHO IS AN INSURED** provision contained in Section II of the Coverage Form.

We will pay the damages for which the Designated Insured becomes legally liable only if the damages arise out of the negligence of the Named Insured.

Account	FYE 2026	FYE 2027	
1010-265.00-802.000	361,159.68	361,159.68	722,319.36
1010-267.00.802.000	174,559.92	174,559.92	349,119.84
1010-309.00-802.000	27,519.96	27,519.96	55,039.92
2130-430.00-802.000	3,963.96	3,963.96	7,927.92
2920-356.00-801.028	16,599.96	16,599.96	33,199.92
2827-699.54-801.004	4,119.96	4,119.96	8,239.92

Bid Results

RFP # 24-411

Project Name: Janitorial Services

Vendor's Name:	Price Submitted	Evaluation Score
Kleen-Tech	\$ 1,102,428.00	376
Scioto Services LLC	\$ 698,006.00	340
Facilities 360	\$ 844,080.00	365
DM Burr	\$ 1,003,030.00	359
LGC Global	\$ 975,870.12	377
Great Lakes FM	\$ 1,488,018.00	365
DU-All Cleaning	\$ 607,843.32	421

DESCRIPTION: Janitorial

GL #	DESCRIPTION	Increase/(Decrease)
1010-267.00-802.000	JANITORIAL	13,000.00
1010-309.00-802.000	JANITORIAL	300.00

\$ 13,300.00

DESCRIPTION: Janitorial

GL #	DESCRIPTION	Increase/(Decrease)
1010-267.00-802.000	JANITORIAL	13,000.00
1010-309.00-802.000	JANITORIAL	300.00
		\$ 13,300.00



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1275

Agenda Date: 3/19/2025

Agenda #: 2.

Genesee County Road Commission Discussion



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1276

Agenda Date: 3/19/2025

Agenda #: 1.

To: Board of County Commissioners

From: Patrick Linihan, Parks and Recreation Director

RE: Parks Issuance of 2024 Parks Annual Report

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff presents the 2024 Parks Annual Report to the Board of Commissioners, as required by the Board of Supervisors resolution, dated April 7, 1966.

BACKGROUND:

DISCUSSION:

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

None.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Parks Annual Report shows our commitment to county values and priorities, including providing exceptional service for all, we provide quality experiences for all, we value building strong relationships, data-based decision making and planning, and collaboration with other agencies and entities to create economic growth.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, hereby accepts the Genesee County Parks 2024 Annual Report (a copy of the memorandum request and Annual Report being on file with the official records of the March 19, 2025 meeting of the Public Works Committee of this Board).

2024

Annual Report

GENESEE
COUNTY
PARKS 



ANNUAL REPORT CONTENTS

Page 1....Mission Statement

Page 2.....Message from the
President

Page 3.....Day Use Parks

Page 5.....For-Mar Nature
Preserve & Arboretum

Page 7.....The Mounds,
Wolverine Campground
& Tollbooths

Page 9....Crossroads Village

Page 11.....Huckleberry
Railroad

Page 12.....Park Rangers

Page 12.....Marketing

Page 13.....Flint State Park

Page 14.....Keep Genesee
County Beautiful

Page 15....FYE 2023 Actuals

MISSION STATEMENT

VISION

Parks bring people together.

MISSION

Genesee County Parks is dedicated to quality recreational opportunities for everyone and preservation of natural resources.

CORE VALUES

Vision: We see, anticipate and lead with integrity of character and create positive change.

Consistency: We maintain a standard of serving the community and doing business that treats all the same.

Customer Service: We strive to provide our guests with a quality experience from all interactions in our parks.

Integrity: We can be trusted to do what we say we are going to do with consistency, character and transparency.

Stewardship: We are committed to the responsible management of our natural resources.

Teamwork: We recognize the strength in our collective knowledge and skills to provide a greater service to our community and guests.

MESSAGE FROM THE PRESIDENT

Happy New Year. As we start this new year, I want to highlight some of the great happenings from 2024.

In April, the Parks Commission welcomed only the fifth Director in the history of the Genesee County Parks. Patrick Linihan was chosen to lead the Parks system as we continue to provide outstanding recreational opportunities for the residents of Genesee County. Patrick is no stranger to the Parks as he started as an intern and moved up through the ranks to oversee the largest county park system in the State of Michigan.

Last year also included the opening of 50 new full-service campsites at Wolverine Campground. Located on Walker Way, named for longtime Park employee Ron Walker, this addition has proved to be extremely popular. Upgrades to restrooms, shower facilities, and the installation of Wi-Fi throughout the campground provided our campers with a more enjoyable camping experience.

For-Mar Nature Preserve continues to expand programming for our residents. In addition, last year staff launched a State licensed six-week Nature Day Camp program for children from pre-k to 8th grade. With over 260 children in attendance, they had the chance to learn more about the Parks and the many wonders of nature.

Work to remove the Hamilton and Fabri Dams on the Flint River was successfully completed. Additional work in the river will enhance fishing and recreational opportunities.

The Parks Commission partners with many groups to improve our facilities. This year we will be working with Above Par Disc Golf Club to develop a 27-hole disc golf course at Linden County Park, at very minimal cost to the Parks. With the increase in popularity of this sport, this new course will provide the residents of the southern part of the County an opportunity to try something new. This will be the third disc golf course in the Genesee County Parks System.

Crossroads Village is also expanding specialized programming. Many new events were added last year with more to come in the future. Visit our website at geneseecountyparks.org to check out upcoming events.

A special shout out to the Genesee County Park Rangers. As certified police officers, their primary mission is to ensure the safety of visitors to the Parks. They provide a valuable service to the Parks and we appreciate their work.

Finally, all the great things happening in the Parks would not be possible if it wasn't for our great staff and employees. They work hard everyday to make sure the visitors to the Parks have a safe and enjoyable experience. If you had a great time in our Parks, please give the Rangers or employees a thumbs up. I'm sure it will make their day.

Joe Krapohl, President
Genesee County Parks & Recreation Commission

2024 COMMISSIONERS

Joe Krapohl
(Citizen Representative)

James Washington, PhD
(Citizen Representative)

Anne Figueroa
(Citizen Representative)

Domonique Clemons
(Citizen Representative)

Mike Keeler
(Citizen Representative)

Michelle Davis
(County Commissioner)

James Avery
(County Commissioner)

Jeff Wright
Kevin Sylvester
(Ex-Officio)
Drain Commission

Cathy Lane
(Ex-Officio)
Road Commission

Gloria Nealy
(Ex-Officio)
Planning Commission

DAY USE PARKS



Mott Lake Regatta

Welcome to the Genesee County Parks' 2024 Annual Report. This report highlights our ongoing commitment to preserving natural resources, engaging with the community, and upholding our responsibility to the environment. Throughout 2024, our parks have continued to provide valuable spaces for recreation, education, and relaxation, benefiting both local residents and visitors.

In this report, we'll share the key accomplishments of the year, including enhancements to park amenities, infrastructure improvements, and new initiatives aimed at creating more sustainable and accessible spaces for all. As we move forward, we remain focused on expanding opportunities for outdoor enjoyment and education, ensuring our parks continue to thrive for future generations.

In 2024, Genesee County Parks hosted a wide range of events that brought the community together and showcased the diversity of recreational opportunities available:

E.A. Cummings Center: Hosted major events, including the Mudgirl Run, Midwest Invitational Rodeo, Genesee County Fair, and Genesee County 4-H Horse Leaders Association shows.

Bluebell Beach: Featured the Mott Lake Regatta and SUP Flint Paddle Boarding, offering exciting water-based activities.

Goldenrod Disc Golf Course: Held multiple disc golf tournaments, drawing enthusiasts from across the region.

Linden County Park: Hosted the First Try Triathlon, a recurring favorite that encourages outdoor fitness. A partnership agreement was formed for a new disc golf course at this location as well, expanding recreational offerings.

These events reflect Genesee County Parks' commitment to creating engaging and inclusive experiences for all visitors.

2024 TOTAL EMPLOYEES				440
TOTAL SEASONAL	395	TOTAL FULL TIME	45	
KGCB	5	MAINTENANCE	100	
CROSSROADS VILLAGE	118	HUCKLEBERRY RAILROAD	17	
FOR-MAR	49	MOUNDS	9	
TOLLBOOTHS	8	WOLVERINE CAMPGROUND	29	
PARK RANGERS	52			

GENESEE COUNTY PARKS ACRES

LAND AVAILABLE FOR RECREATION

GENESEE RECREATION AREA	4,460
HOLLOWAY REGIONAL PARK	5,860
CITY OF FLINT PARKS PARTNERSHIP	1,800
LINDEN, FOR-MAR, BUELL & FLUSHING	950
FLINT STATE PARK	234
TOTAL LAND	13,304

WATER AVAILABLE FOR RECREATION

MOTT LAKE	650
HOLLOWAY RESERVOIR	1,975
BUELL LAKE	178
FLINT RIVERFRONT	29 Miles

Genesee County Parks continued its dedication to environmental stewardship through several initiatives aimed at enhancing and preserving natural resources. The perennial beds at Stepping Stone Falls were replanted with native and native-like species, while invasive lily-of-the-valley was removed and treated with herbicide. The MADD bed atop the Falls was also replanted with perennials donated by Walker Farms. Tree pruning efforts were carried out at Eastmooreland Drive in Davison Roadside Park, along the service drive from Potter Road to DeWaters, and through the Arboretum at



Vault Toilet installation at Branch Rd Fishing Site

For-Mar to improve both safety and the health of our trees.

The Branch Rd Fishing Dock was relocated to enhance accessibility for all visitors. A dilapidated building on an adjacent piece of land was demolished to make room for a new parking area, complete with accessible pathways to the dock. Additionally, a new vault toilet was installed to improve amenities. These improvements reflect our commitment to ensuring that everyone, regardless of mobility, can enjoy the park's offerings in a safe and convenient environment.



Plantings at Stepping Stone Falls

FOR-MAR NATURE PRESERVE & ARBORETUM



For-Mar Nature Day Camp

In 2024, For-Mar advanced its mission of environmental education and community engagement through new programs, partnerships, and infrastructure improvements. This section highlights the key initiatives and milestones that defined another year of growth and progress.

Project SEARCH Partnership

Genesee County Parks became the first Project SEARCH site in the county, launching a year-long work placement program for nine interns with disabilities. Through a partnership with the Genesee Intermediate School District and Project SEARCH, these interns gained hands-on experience at For-Mar, Crossroads Village, and Keep Genesee County Beautiful. At the end of the year, 89% of the interns secured employment.

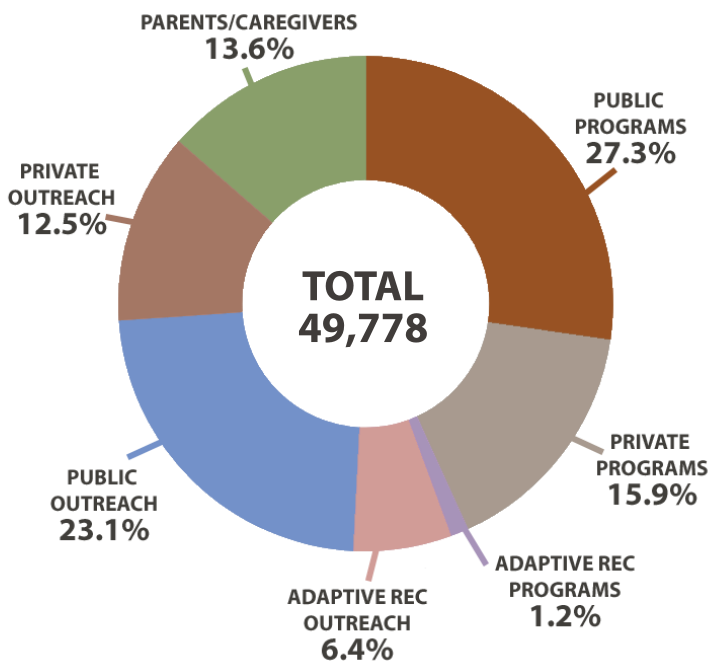
For-Mar Nature Day Camp

For-Mar successfully launched its first-ever Nature Day Camp, officially licensed by the State of Michigan. We welcomed 232 campers in the summer of 2024, with 17.2% of them receiving scholarships from the Community Foundation of Greater Flint. Campers participated in weekly field trips to locations like Goldenrod Disc Golf Course and Mott Lake for kayaking, and engaged with local groups such as MiDisc and the Flint River Watershed Coalition.

Summer Youth Initiative

In addition to the day camp, For-Mar supported six high school students through the Summer Youth Initiative (SYI) program. These students participated in outdoor adventures like kayaking and geocaching and earned professional training through Project Learning Tree. They applied their new skills by leading activities for the community later in the summer.

FOR-MAR PROGRAM PARTICIPANTS



Community Outreach

Our outreach programs reached more people than ever before, connecting 17,918 individuals with environmental education—a 5,321-person increase from the previous year. Highlights included For-Mar’s participation in Michigan’s “Come Out and Play Day” and a solar eclipse campaign that distributed NASA materials. We also introduced a new mobile recreation unit, offering fun activities like inflatable archery and disc golf at parks and events throughout the county.

Infrastructure Improvements

For-Mar made several improvements to our facilities, enhancing accessibility and adding new features for the community. The Garden Exploration Space was renovated to accommodate visitors of all abilities, with wide pathways, raised garden beds, a farmer’s market stand, and a sensory-friendly bench. Over 20 trees were planted in the Arboretum, and additional woody plants were added at Flushing in memory of a past Parks Commissioner.

To better support year-round programs, we also installed custom wind panels on the pavilion to protect visitors from snow, rain, and wind during events.

In summary, 2024 was a year of growth and innovation at For-Mar, marked by meaningful improvements in our programs, outreach, and facilities. These advancements, coupled with expanded professional development opportunities like the Park Naturalist’s MiRegistry trainer approval, demonstrate For-Mar’s ongoing commitment to enhancing environmental education and community engagement. Through expanded programming, stronger community connections, and significant infrastructure upgrades, For-Mar continues to provide valuable resources and experiences that support and enrich our community.



FOR-MAR’S 2024 GRANTS & SPONSORSHIPS	
GRANTORS & FUNDING SOURCES	AMOUNT
STELLA AND FREDRICK LOEB CHARITABLE TRUST	\$20,000
COMMUNITY FOUNDATION OF GREATER FLINT	\$11,942
FRIENDS OF FOR-MAR FOUNDATION	\$15,352.75
VOICE OF FLINT	\$75
UM FLINT	\$1,000
CS MOTT	\$18,000
FUNDRAISER REVENUE GENERATED	\$3,585
TOTAL	\$69,955

THE MOUNDS, TOLLBOOTHS &



Moundsgiving mud

The Mounds ORV Park

Serving up another heavy dose of mud, The Mounds ORV Park peeled off into another year of above average attendance and continues to provide a premier ORV destination for ORV enthusiasts. The season's highlight was once again Moundsgiving, drawing over 1,200 vehicles. The summer and fall saw ongoing trail maintenance and grooming efforts, ensuring optimal conditions for riders. Looking ahead, we're focused on expanding seasonal events and continuing to offer a fun, safe, and unforgettable experience for all park users.



Northern Lights at Wolverine Campground

Wolverine Campground

2024 was a year of remarkable progress and growth at Wolverine Campground, further solidifying its reputation as a premier outdoor destination. This year, we added 50 new full-hookup campsites to accommodate a growing number of visitors, ensuring we could meet the increasing demand while preserving the campground's signature "Up North Feel." In addition to the new campsites, we completed the construction of three modern restroom and shower facilities, designed with a focus on privacy, safety, and comfort for all guests. To further enhance the experience, a significant infrastructure upgrade brought Wi-Fi accessibility to all 250 campsites, making it easier for campers to stay connected for work, education, or relaxation.

Summer at Wolverine Campground kicked off with a breathtaking natural phenomenon—a dazzling display of the northern lights that captivated both campers and staff alike. The summer season wrapped up with an unforgettable foam party, which was such a hit that it has now become a new staple event at the campground, set to return for years to come.

As we expanded our facilities, we were also mindful of the natural environment. Construction activities impacted large portions

WOLVERINE CAMPGROUND



Ribbon Cutting of the 50 new camp sites on Walker Way

of the property, so we launched a tree planting initiative to restore the landscape. With the support of Re-Leaf Michigan, MDNR Urban Forestry Division, Keep Genesee County Beautiful, the Flint River Watershed Coalition, and numerous volunteers, we successfully planted 565 native trees across the property. These trees not only provide much-needed shade for campers, enhancing their experience, but also contribute to the ecological balance of the area by supporting local wildlife and promoting sustainability.

2024 MOUNDS, CAMPGROUND & BOAT LAUNCH TOLLBOOTH STATS	
THE MOUNDS	8,010 PASSES SOLD
WOLVERINE CAMPGROUND	15,614 NIGHTS RESERVED
BOAT LAUNCHES	6,928 PASSES SOLD

Wolverine Campground’s growth in 2024 highlights our commitment to providing a memorable, enjoyable, and eco-friendly experience, ensuring it remains a top destination for outdoor enthusiasts for years to come.

Boat Launches

Genesee County Parks boat launches experienced a remarkable year, driven by high park usage, previous park enhancements, and an extended season that maximized our customer experience. For the first time our launches remained open and staffed through the month of September. Contributing factors included favorable weather conditions, expanded marketing efforts, and an overall increase in boating recreation. This season was highlighted by the 2nd Annual UAW Local 659 Get Youth Outdoors Day event at Bluegill and The Lake Nepessing Bass Clubs 43rd annual bass tournament at Walleye.



Get Youth Outdoors Day at Bluegill Boat Launch

CROSSROADS VILLAGE



2024 Curious at Crossroads: Oddities Fest

In 2024, Crossroads Village focused on enhancing visitor experiences, expanding programs, and improving infrastructure. From launching new events and upgrading facilities to strengthening community partnerships, these efforts have set a strong foundation for continued growth and success.

Food and Café Updates

The Crossroads Café operations were taken over by Crossroads Village staff. It was refreshed with new paint, hand-dipped Hershey's ice cream, coffee, hot chocolate and Crossroads Village's own branded soda pop. The new food service team serving food at the Millstreet Warehouse as well as Lakeside, introduced healthier menu options, supported special events, and received positive feedback.

Marketing Growth

The introduction of new billboard and digital signage in key locations, including downtown Flint and Oakland County. These strategic placements were designed to capture the attention of diverse audiences, extending our reach and raising awareness of the unique experiences offered by Genesee County. By leveraging high-visibility areas and engaging visuals, we successfully increased community recognition and drew more visitors to our attractions.

New Events

This year, we introduced two exciting new events that added fresh energy to Crossroads Village: Paranormal Tours and the Curious at Crossroads Oddities Festival. These events drew an impressive 3,000 attendees and featured over 100 vendors, showcasing the creativity and unique offerings of the community. Beyond their immediate success, these initiatives set the stage for even more innovative and engaging events in the future, as we continue to expand the variety of experiences available at the Village.



Touch-A-Truck



Project SEARCH Partnership

The first full calendar year of the Project SEARCH Transition-to-Work program resulted in several students obtaining jobs within the park system.

Operational and Facility Improvements

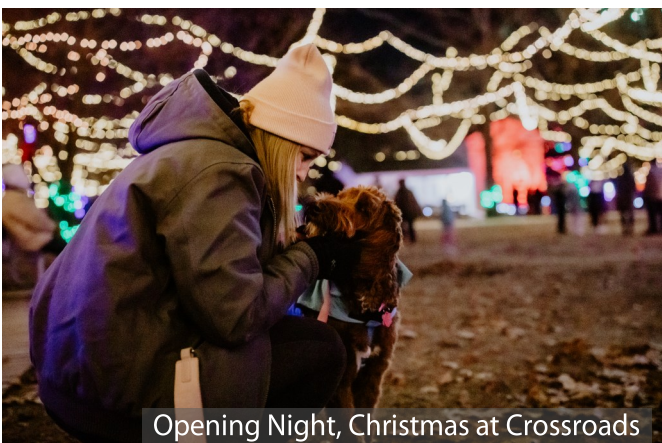
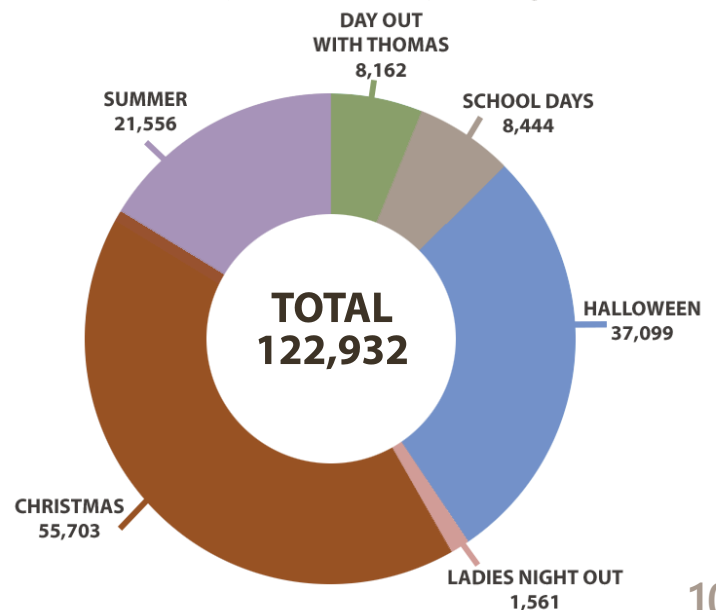
Network upgrades included new switches and improved connectivity. Facility updates included refinishing floors in the Print Shop, Eldridge House, and Flint Meeting Hall; replacing boardwalks; repainting the Carousel and Lakeside Grill; and repairing the star atop the Superior Wheel.

Field Trip Curriculum

Curriculum guides for schools were developed to align field trip experiences with classroom lessons, making trip planning easier for educators.

These updates reflect a year of steady progress and operational improvements at Crossroads Village.

VILLAGE ATTENDANCE



HUCKLEBERRY RAILROAD



Firing up Engine #152



Interior of train car

In 2024, the Huckleberry Railroad made substantial progress in enhancing its infrastructure, locomotives, and railcars to improve safety, efficiency, and visitor experience.

Track Enhancements:

The railroad initiated efforts to tamp and level the rails for improved stability and ride quality. A new switch was installed for track 5, and extensive clearing of trees and brush allowed for the re-alignment of the track to reduce a sharp curve connecting to the main line. Additionally, 260 railroad ties were replaced to strengthen the overall track structure.

Locomotive Maintenance:

Significant upgrades were made to key locomotives, including the installation of a new dry pipe in engine #152 and the ongoing rebuild of engine #571. A modernized brake system was installed on car 260, and a new air filter system was added to engine #152 to enhance the reliability of its brake stand.

Railcar Updates:

Car improvements included the installation of a new end beam on car 100 and the replacement of couplers on car 112 to ensure secure connections and better performance.

These upgrades reflect the Huckleberry Railroad's commitment to preserving its historic charm while meeting modern safety standards, ensuring a more reliable and enjoyable experience for future passengers.



Close up view of train wheels and track

PARK RANGERS

In 2024, the Genesee County Parks Ranger Division ensured safety and order across parks while fostering a welcoming environment. Their visible presence was vital during large events at Flint State Park, E.A. Cummings Center, Crossroads Village, The Mounds, Bluebell Beach, and Mott Lake. Visitors praised their professionalism and service throughout the summer.

Marine Patrol Success

The Marine Patrol Rangers logged over 700 hours on Holloway Reservoir, performing a water rescue, assisting with boat tows, and aiding the Lapeer County Sheriff's Office in a drowning victim search.

Law Enforcement Support

Beyond park duties, Rangers supported police agencies in Genesee and Lapeer counties, helping apprehend suspects in serious crimes, including murder and sexual assault.

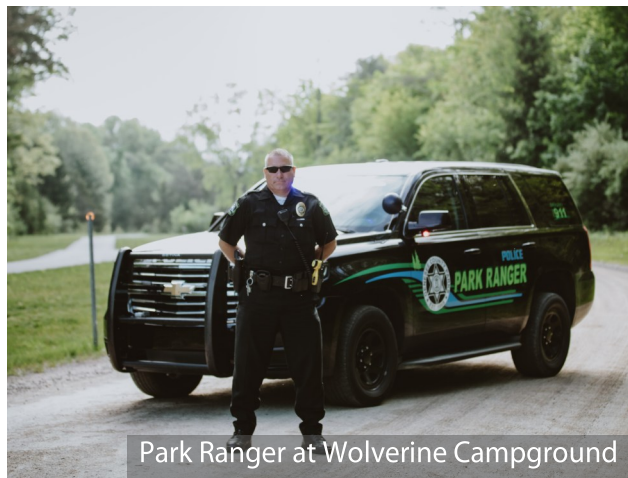
New E-Bikes

Two e-bikes were introduced this year, enhancing patrol efficiency on paved paths and rural trails.

Flint State Park Patrols

A dedicated Ranger was assigned to Flint State Park, collaborating with community partners and maintenance staff to ensure safety, address hazards, and strengthen local relationships. This was made possible by the State Park endowment.

The Ranger Division's commitment to safety, innovation, and community partnerships continues to enhance park experiences.



Park Ranger at Wolverine Campground

MARKETING

In 2024, the Parks Marketing Team made significant strides in outreach and engagement:

Digital Signage and Billboards: Added to increase visibility and promote events and programs.

Cohesive Branding: Updated outreach materials, including tablecloths, banners, and giveaway items, ensuring consistent branding across all departments.

New Mounds ORV Park Rack Card: Developed to provide visitors with key information about the park.

User Feedback Surveys: Implemented to collect insights on park usage and event experiences, helping shape future improvements.

"Fridays in the Field" Social Media Campaign: Launched to give followers a behind-the-scenes look at the work that keeps the parks running smoothly, fostering a deeper appreciation for the team's efforts. These actions demonstrate a focus on enhancing communication, building community connections, and improving visitor experiences.



Digital sign advertising in downtown Flint

2024 DIGITAL MARKETING STATS

PEOPLE REACHED BY ADS	2,457,002
CLICKS ON LINKS	98,400
WEBSITE VISITORS	905,976
PEOPLE REACHED BY FACEBOOK POSTS	3,632,152

FLINT STATE PARK

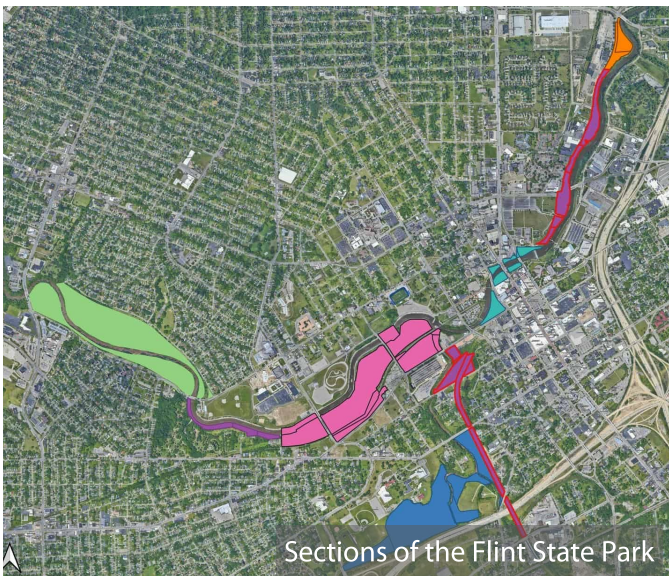


Looking upstream at the Fabri Dam

Significant progress has been made on the Flint River as part of the development of the new State Park in Flint. This project is a collaboration between the State of Michigan, the Department of Natural Resources (DNR), Genesee County Parks, the C.S. Mott Foundation, the City of Flint, and the Flint Community Foundation.

Key accomplishments include:

Dam Removal: The remaining parts of the Hamilton Dam and the superstructure of the Fabri Dam were successfully removed, while measures such as turbidity curtains were used to ensure water quality was maintained during the entire process.



Sections of the Flint State Park

Riffle Installation: Shallow, fast-moving sections of the river, called riffles, were strategically installed to improve water flow, create habitats for aquatic life, and enhance the river's natural function. Work on Riffles #1, #2, and #3 involved excavating materials, fine-tuning river grades, and preparing work areas for restoration. Progress continued on Riffles #4, #5, and #6, with access roads removed, areas seeded, and dam demolition completed.

Despite occasional challenges like fluctuating water levels due to heavy rains, the project remained on schedule. These efforts are transforming the Flint River into a healthier, more vibrant waterway and represent a major step forward in creating the new State Park—an accessible and valuable natural space for the community to enjoy.



In river work Flint River

KEEP GENESEE COUNTY BEAUTIFUL

20-Year Anniversary:
KGCB celebrated two decades as a Keep America Beautiful affiliate, marking a milestone in community beautification and engagement.

New Location:
KGCB relocated to 630 W. Kearsley St., sharing space with the Flint River Watershed Coalition, fostering collaboration on environmental initiatives.

Summer Food Service Program:
Partnered with the Food Bank of Eastern Michigan to host *Meet Up and Eat Up* locations in park spaces. From June to August, eight sites in the City of Flint park system and two in the County park system served as meal distribution points.

New Position and Expanded Programming:
Through funding from REACH and the Greater Flint Health Coalition, KGCB added an Activation and Engagement Coordinator position. This role enhanced outreach, strengthened partnerships, and supported volunteer programming and park reservations. Programs organized through this role included:

- *Art in the Park* with Flint Institute of Arts at Dewey, Hasselbring, Mott, and Windiate Parks.
- *STEM Series* with Sloan Museum of Discovery at Hasselbring, Brennan, and Max Brandon Parks.
- *Nature Quest and Foraging Programs* with For-Mar Nature Preserve at Mott Park (2), Kearsley Park (2), Durant, and Max Brandon Park.
- *Invasive Species Information Session* with the Conservation District at Mott Park Recreation Area.

These efforts demonstrate KGCB’s commitment to creating vibrant, engaging, and accessible spaces for the community.



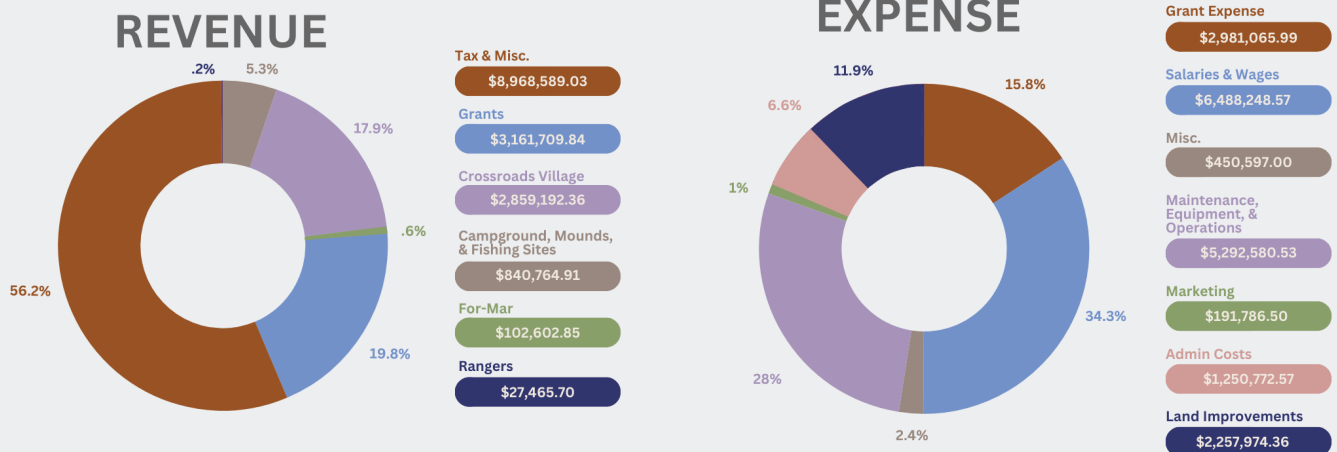
Volunteers at a park cleanup



Community beautification planters in downtown Flint

2024 KGCB STATS	
NUMBER OF VOLUNTEERS	4,766
NUMBER OF VOLUNTEER HOURS	16,761
BAGS OF GARBAGE COLLECTED	1,961
BAGS OF YARD WASTE COLLECTED	2,069

FY 2023 ACTUALS



GENESEE COUNTY PARKS
Get away. Right away.



GENESEE COUNTY
BOARD OF COMMISSIONERS



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1278

Agenda Date: 3/19/2025

Agenda #: 2.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Michael Noonan, Deputy Director of Facilities & Operations

RE: Approval to enter into an agreement between Genesee County and SmartComm LLC., in an amount of \$464,913.42, for the purpose of the installation of stainless-steel showers in the Genesee County Jail to be paid from account 4018-255.06-975.001

BOARD ACTION REQUESTED:

Approval of the contract with SmartComm, LLC accepting their bid response to RFP#25-420
Installation of stainless-steel showers in Genesee County Jail in an amount of \$464,913.42

BACKGROUND:

We need to upgrade the Jail showers to new stainless-steel inserts to provide healthy and safe shower facilities for our inmates. The current Jail shower facilities have paint/epoxy which has failed and is causing health concerns within the Jail. We have received several complaints and grievances because of this. Paint is flaking off and causing a cleaning issue. The new Stainless-Steel inserts will provide a more even surface than painted block walls, which will be easier to clean and keep clean between usage. Long term this should be a fix that will last much longer than painting alone, so we won't need to continue paying for upgrades.

DISCUSSION:

The RFP was for 36 showers with the option of adding additional showers. The bid came in under what was budgeted for this project, so we are going to move forward with 86 showers being upgraded.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

4018-255.06-975.001 = \$464,913.42

Budget Amendment is being submitted separately.

IMPACT ON FACILITIES:

Facilities will be the contract administrator.

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. This will also help the County with long-term financial stability by saving on updating costs.

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 Facilities and Operations Deputy Director to authorize entering into an agreement between Genesee County and SmartComm LLC., in an amount not to exceed \$464,913.42 to be paid from account 4018-255.06-975.001, for the purpose of installing stainless-steel showers in the Genesee County Jail, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the March 19, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

BASE BID SCHEDULE

Installation of Stainless-Steel Showers in Genesee County Jail

Project: RFP #25-420

BASE BID SCHEDULE

Base Bid Number	Work Description	Unit Price	Item Bid Price
1	Demolition	Lump Sum	\$ 30,000. ⁰⁰
2	Installation of 36 Showers	Lump Sum	\$ 160,614. ⁸⁴
3	Clean-up	Lump Sum	\$ 4,000. ⁰⁰
Total Base Bid Amount (Addition of Bid Items 1 thru 3)			\$ 194,614. ⁸⁴
* Please note: this Bid includes replacing 10 lights, & includes Benches			
The County may request additional showers to be installed. Please provide the unit price for the installation of one shower below.			
1	Installation of one (1) shower	Unit Price	\$ 5,405. ⁹⁷

* Please also see Attached option for Epoxy Showers *

Submitted by:

SIGNATURE: _____

-Gerard W. Rich Jr

TITLE: _____

President

BUSINESS NAME: _____

Smart Comm, LLC

CONTRACTOR ADDRESS: _____

5461 S. Luce Ave, Fremont MI 49412

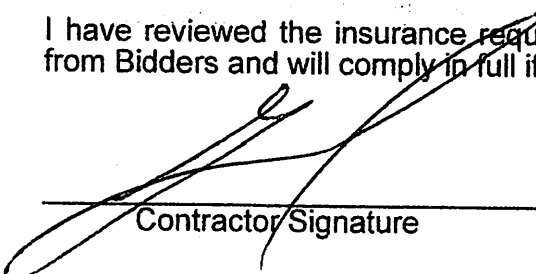
DATE: _____

2/6/25

GENESEE COUNTY INSURANCE REQUIREMENTS

Prospective Contractor's Acknowledgement

I have reviewed the insurance requirements listed in Section 9 Insurance Requirements from Bidders and will comply in full if awarded the contract.



Contractor Signature

2/6/25

Date

SIGNATURE PAGE
GENESEE COUNTY RFP #25-420
Installation of Stainless-Steel Shower in Genesee County Jail

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda #1 - Received issued as part of the RFP:

Conflict of Interest:

GR To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

_____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO GR YES _____ (include attached statement)

Name (typed): Gerard W. Rich Jr.

Signature:  Title: President

Date: 2/6/05

Company: Smart Comm, LLC

Federal Employee Identification Number (FEIN): 46-1463833

DUNS Number: _____

Contact Person of company representative for matters regarding this RFP

Gerard Rich President
CONTACT NAME POSITION

37 E Main St suite "G" Fremont MI 49412
MAILING ADDRESS CITY STATE ZIP CODE

231-421-4750 231-928-8080 grich@smartcommvs.com
PHONE FAX E-MAIL

REFERENCES

List 3 references of similar projects

Submitted by: Gerard W Rieh Jr

** Please see Attached "Executive Summary and References"*

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

FAMILIAL RELATIONSHIP SWORN STATEMENT

SmartComm, LLC

does hereby disclose that:

(Company Name)

_____. YES, There exists a familial relationship between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Disclosure Between

Name _____	and	Name _____
Title _____		Title _____
Relationship _____		Relationship _____

X NO, A familial relationship does not exist between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

SmartComm, LLC

(Company Name)

Name (printed) Gerald W. Rich Jr Position President
Signature [Signature] Date 2/6/25
Notary Public (printed) Lisa M. Klein
Signature Lisa M. Klein County Misskegon
Date 2-6-25 My Commission Expires 10-26-26

Affix Notary Seal here:



"Build on a solid foundation"

General Construction Division

Proposal Statement

February 5th, 2025
Genesee County Jail
Attn: Derrick Jones

****Alternate proposal for Epoxy coating on showers in lieu of Stainless steel panels:**

This proposal statement encompasses work to be done inside jail located at 1002 Saginaw St, Flint MI.

Work to be done includes: Preparation and Installation of Epoxy system on 36 showers

Provide temporary dust and ventilation protection
Remove existing shower plumbing, just as in main bid
Diamond grind each wall, ceiling and floor surface in each shower, down to raw substrate (bare cement), to allow epoxy to adhere to surfaces
Control dust by using vacuum attachments on our griding equipment, and collecting the dust in a pulse vacuum to eliminate any airborne dust
Fill any cracks and voids with epoxy patch material
Vacuum out any remaining debris, Tape edges, any vents, lights, access panels, etc. to prepare for epoxy coating
Install one primer coat, one base coat, one top coat (3 total) of epoxy material on 3 walls, ceiling and floor (color by owner)
Install "Sharks Grit" or similar aggregate to floor for anti slip
Install new plumbing fixtures as per main bid specs
Install the same 10 LED light fixtures as per main bid

Total Investment

\$ 234,673.11

****One Test shower cost:**

\$ 6,518.70

*Please note: this work would require each shower to remain unavailable for use for a period of approx. 3 days. There are no adverse side effects, and the inmates would be fine to be out of their cells when we are done for each day, they would just be unable to touch, or access the areas during the preparation and epoxy process. The product we use is no VOC, so there would be no odors to worry about.

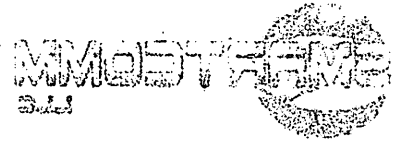
Additional items included:

Tools and equipment necessary to complete project
Clean up and disposal of all debris created by us during construction
Final clean upon completion

Proposal valid for 120 days

Thank you for the opportunity to quote your project, we look forward to working with you!

Gerry Rich
President
SmartComm, LLC



"I hereby certify that the information furnished on this form is true and correct. I am aware that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (42 U.S.C. 7435)."

General Construction Division

Proposal Statement

February 27, 2022
Greene County Jail
Allen Patrick Jones

****Alternate proposal for Epoxy coating on showers in lieu of stainless steel panels:**

This proposal statement encompasses work to be done inside all rooms of 1002 Siginaw St. Room 441

Work to be done includes Preparation and Installation of Epoxy Resin on Showers

Provide temporary dust and ventilation protection
Remove existing shower plumbing just as in main bid
Diamond grind each wall, ceiling and floor surface in each shower down to bare substrate (best - attempt to allow epoxy to adhere to surfaces)
Control dust by using vacuum attachments on our grinding equipment and collecting the dust in a bag vacuum for disposal
any airborne dust
Fill any cracks and voids with epoxy patch material
Vacuum and any remaining debris, Tape edges, any vents, lights, etc. to prepare for epoxy coating
Install one primer coat, one base coat, one top coat (3 total) of epoxy material on 3 walls, ceiling and floor (color to match existing "Stark's Grit" or similar aggregate to floor for anti slip)
Install new plumbing fixtures as per main bid specs
In all the same 10 LED light fixtures as per main bid

\$ 234,673.11

Total investment

\$ 65,187.70

**One Test shower cost

*Please note this work would require each shower to remain unavailable for use for a period of approx 3 days. There are no adverse side effects and the inmates would be able to be out of their cells when we are done for each day they would just be unable to touch or access the areas during the preparation and epoxy process. The product we use is no VOC so there would be no odors to worry about.

Additional items included:

Tools and equipment necessary to complete project
Clean up and disposal of all debris created by us during construction
Final clean upon completion
Proposal valid for 120 days

Thank you for the opportunity to quote your project we look forward to working with you.

Allen Patrick Jones
President
Singer Jones LLC



"Build on a solid foundation"

General Construction Division

February 5th, 2025

Requirement #8

Qualifications:

Demolition:

- *Temporary dust protection and ventilation protection- we will provide plastic as necessary, pulse vacuums for dust control, and cover any local vents as we are performing work to avoid cross contamination
- *Remove wall towel hangers- We did not see any towel hangers mounted inside the showers on our walk through. In the addendum, the question was asked and answered that exterior mounted towel hangers will not be removed and replaced. We are under the understanding we will not be removing or replacing any towel hangers as part of this project.
- *Remove plumbing- Our licensed plumber will remove the existing plumbing apparatuses and prep for the new to be installed
- *Protect items and fixtures that cannot be removed- We will cover and tape any fixtures that will be near the work area, and a potential damage hazard
- *Prep all walls, ceilings and floors for all locations- We will prep the surfaces by diamond grinding the loose paint off, and bringing the surface to a substrate that will accept and hold the adhesive for the new Stainless steel panels. However, the floor will not be surface grinded, or prepped in any way, as the existing shower pans are not being covered with stainless steel panels. We have included preparing and epoxying the floors along with the walls and ceilings in the epoxy price we provided as an optional bid.

New Construction:

- *Prep and fill chips, cracks and seal surfaces- We will fill any major voids or holes with a Cementous mixture, to maintain the integrity of the surface for the stainless panel installation
- *Installation of new stainless steel ceiling panels (seal all joints)- We will template, and have the panels plasma cut by our steel provider, so the panels can be prepared properly to ensure accurate fitting of not only the panels, but the holes necessary for the vents, lights, access panels, etc. in each shower. Then we will seal using an industrial strength caulk, as recommended for this application.
- *Installation of new stainless steel walls panels (seal all joints)- We will template, and have the panels plasma cut by our steel provider, so the panels can be prepared properly to ensure accurate fitting of not only the panels, but the holes necessary for the vents, lights, access panels, etc. in each shower. Then we will seal using an industrial strength caulk, as recommended for this application.
- *Installation of new towel hooks must be for correctional facility- We did not see any towel hangers mounted inside the showers on our walk through. In the addendum, the question was asked and answered that exterior mounted towel hangers will not be removed and replaced. We are under the understanding we will not be removing or replacing any towel hangers as part of this project. We can however provide new towel hangers if desired on a per hanger basis if desired.

*Installation of new plumbing fixtures- Our licensed plumber will provide and install new shower combo units for each shower. We've attached the cut sheet for the units we are proposing. We have proposed a Willoughby unit, model #WRS-FA using a single temp pneumatic metering valve.

*Installation of new lighting fixtures must be LED- We will install new light fixtures to closely match the look of the existing fixtures. Direct fit replacements.

Clean up:

*Work area must be cleaned daily- We will clean work area daily to ensure area will remain safe and usable for inmates

*All tools must be accounted for and removed daily- We will take inventory of tools prior to moving into a unit, then inventory the tools on the way out to ensure none get left behind

Requirement #12

Statement of Project:

It is our understanding the intention of this project is to renovate the deteriorated shower units inside the inmate areas of the jail. We understand this to include removal of the existing plumbing "box" to include the shower head, valve, and soap dish. In a couple of the showers we will remove the individual shower head, valve and dish, as they do not currently have a combo unit installed. In those showers, we will cut out the cement blocks to allow for installation of the new shower combo unit. In the showers that already have the combo units, we will adjust the openings as necessary to accept the new units. We will use grinding equipment to prepare the walls and ceiling by grinding off the loose material exposing the substrate to a point where it will accept adhesive for the new stainless steel panels. We will install cement patch in any large holes, as necessary to additionally prepare the surface. We will control the dust and debris, install the new stainless panels, and clean up. This process will be repeated for each shower unit we will be working on. We will remove the existing lights as noted on the addendum, install new LED light fixtures to closely match the existing light. Showers will be cleaned, and tools removed each day, taken to an area inside the maintenance area of the jail for overnight storage.

Requirement #13

Litigation:

*** There are no current, pending, or past lawsuits that have been filed against our company.



Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
SMARTCOMM LLC

 5461 S Luce Ave
 Fremont, MI 49412

OWNER:
(Name, legal status and address)

 Genesee County
 1101 Beach St
 Flint, MI 48502-1428

SURETY:
(Name, legal status and principal place of business)

 West Bend Insurance Company
 1900 S 18th Ave
 West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 400,000

Five Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

updating showers inside the county jail

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes.

(1496601206)

Signed and sealed this 5 day of February, 2025

SMARTCOMM LLC

(Contractor as Principal)

(Seal)

(Witness)

(Title) Ricardo Castaneda Agent

West Bend Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Ricardo Castaneda, Attorney-In-Fact

Init.



Bond No. 2637974

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Ricardo Castaneda

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

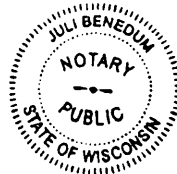
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

State of Wisconsin
County of Washington



Robert J. Jacques
Robert J. Jacques
President

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate. Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 5th day of February 2025



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



"Build on a solid foundation."

General Construction Division

Executive Summary and References-

Our company background is diverse, and our experience is multi-dimensional. I have been in the construction industry for over 25 years, and that time has taken us several places. We are well versed in commercial construction, as well as custom homes, additions, renovations/remodeling, and multi-family.

Some former clients:

Kent County Sheriffs Department
Kent County Parks
Lake County – 911 Dispatch Center
Newaygo County Parks and Recreation
Newaygo County Sheriff's Department
Newaygo County Probation and MDOC Parole Department
Davison Community Schools
City of Fremont
Wrightway Marine
Chemical Bank
Michigan Leasing
Pizza Hut

The largest complex on our construction management resume is a condominium complex in Cadillac on Lake Mitchell. This project was approximately 30,000 square feet, and over \$4,000,000 in value. The largest project by square footage we've ever completed was a 4 building condo development in Ludington. These buildings were 4 stories tall, and totaled more than 100,000 square feet. Our company was contracted for the carpentry portion only on this project, so we were responsible for building the buildings, however not finishing them.

Our custom home portfolio includes homes ranging from starter homes in the \$200's, to executive homes in the +\$1Million range.

Most of our building construction experience has been within Michigan, however we have completed building contracts in several states, and as far away as Oklahoma. With our underground division, we have contracts with many carriers such as AT&T, T-Mobile and Verizon, and have completed work from Oregon to New York, and Texas to Toronto, Canada.

I was also a partner for several years at a company in which we focused on green energy technology. This company is The Green Energy Group, LLC. A highlight of my involvement at this organization is several years ago we were awarded and performed a contract with Gun Lake Casino to replace the entire lighting system inside the casino, as well as the lights in the parking lot.

It would be my hope that through this information we would be able to lend some comfortability in understanding the process of construction management, coordination, execution, and completion.

Business Organization-

SmartComm, LLC

Gerry Rich- President

Address of Record-

5461 S Luce Ave
Fremont, Michigan 49412

Shop Address-

5484 S Warner Ave,
Fremont, Michigan 49412

Office/Mailing address-

37 E Main St, suite G
Fremont, Michigan 49412

231-421-4750 office

231-928-8080 fax

WWW.SmartCommUS.com

grich@smartcommus.com

If the need were to arise as the project progresses for additional time to be invoiced for extra work, personnel will be billed out at the following rates:

Office/Clerical- \$ 45.00 per hour

Project Manager \$ 95.00 per hour

Project Coordinator- \$ 110.00 per hour

Crew time- Varies by task, however our labor charges are generally between \$65-\$85 per hour, however on this project Prevailing Wages will apply. This will be calculated by blending the regular time rate with the time and a half rate at 40 hours of straight time, with 20 hours of overtime, then adding \$55 to the blended rate. (example: \$32 reg rate x 40=\$1,280, \$46 OT rate x 20=\$920. \$1,280+\$920=\$2,200. \$2,200/60=\$36.67 per hour blended. Add \$55, for a total of \$91.67 per hour charge.

Payment terms-

Our payment terms are Net 30 days from invoice date. In addition, we'd like to offer Net 10 days, 2% discount terms as well.

Project Staffing-

Gerry Rich- Project Coordinator

231-245-3010 cell

grich@smartcommus.com

Duties will include:

Contract coordination with suppliers and trade contractors

Material ordering/purchasing

Purchase order approvals

Change order coordination as necessary

Layout project schedule

Ensure adherence to scope of work and timeline

Keep project on budget

Karla Humm- Office Support/Billing

231-421-4750

KHumm@smartcommus.com

Duties will include:

Provide necessary insurance documents

Administer contract documents

Administer purchase orders and contracts to trade contractors

Ensure W-9 and insurance certificates are on file for all contractors working on project

A/P and A/R for the project

AIA documents for the project

Chuck McLoed- Project Manager

231-225-8766

CMcloed@smartcommus.com

On site project control

Control jobsite environment for safety at all times

Coordinate with all trade contractors to ensure an understanding of project scope

Keep project on schedule

Drive production

Make decisions on site as necessary to ensure project continuation

Meet with County staff on site periodically to walk through and show progress

Problem solving, trouble shooting, etc.

Coordinate delivery of materials

Schedule individual trade contractors within the constraints of the overall project schedule

References-

Rob Ceccon
Director of Maintenance, Lake County
269-240-3398
rcecccon@co.lake.mi.us

Multiple projects at different buildings to include new siding on county owned, state leased building, new 911 dispatch center inside courthouse building, new bollards installed outside courthouse building, new office built inside existing Veterans Affairs office, misc. projects.

Chad Palmiter
Undersheriff- Newaygo County
231-689-7303

Built out lower level of jail to include new workout area, new long term evidence storage, etc.

Brad Lyons
Captain- Kent County Correctional Facility
616-632-6100
Brad.lyons@kentcountymi.gov

Recently performed work inside the inmate areas to renovate all of the existing inmate showers.

Mike Wyman
President, Michigan Leasing
616-485-9652
mike@michiganleasing.com

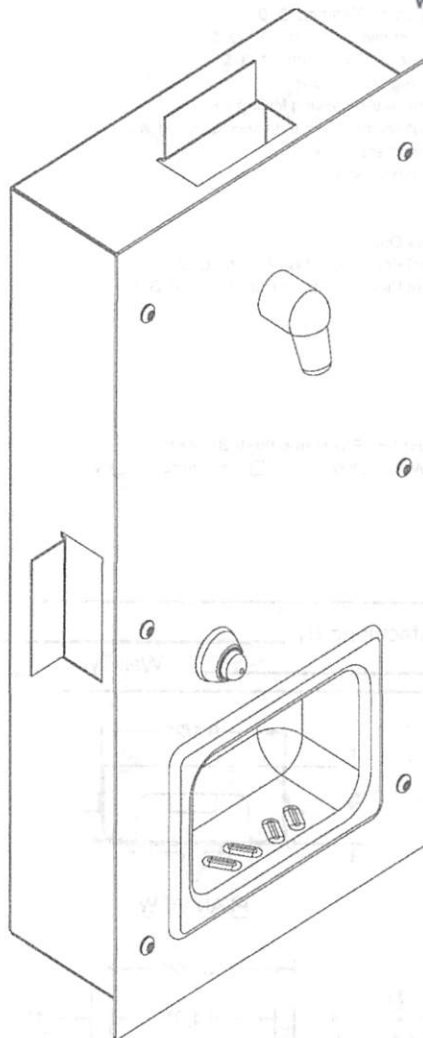
Multiple renovation projects at several locations. The largest being a complete rehabilitation on a downtown building in Fremont Michigan.

Terry Wright
Owner- Wrightway Marine
231-740-6463
wrightwaysolutions@hotmail.com

The main building at his marina complex burned out. We were contracted to gut the building, remove approximately half of the structure, clean the remaining portion of the structure, then subsequently rebuild the building around what had been saved.



WRS-FA Series Front Mounted Recessed Shower Panel



(Unit may be shown with optional features)

Recommended Specifications

Front Mounted Recessed Shower Panel shall be:
Willoughby Model No. WRS-FA
(Select from model number and options list on next page)

Shower panel shall be fabricated from 14 gauge, Type 304 stainless steel with exposed stainless surfaces polished to a #4 satin finish. Mounting frame shall be fabricated from 18 gauge galvanized steel.

Standard equipment shall include:

- Shower valve (Select from Valve Selection options list)
- (NPS) non-adjustable penel shower head
- In-wall mounting frame

Shower panel shall attach to mounting frame with vandal resistant stainless steel screws. Unit requires no chase area for installation and maintenance.

Optional WaterSense Labeled ligature-resistant shower head available (LRSH).

To specify fixture and accessories, use the Model Number and Options page.

Example: To specify a Front Mounted Recessed Shower Panel with single temp. pneumatic metering valve, standard ligature-resistant pneumatic push button, standard 2.5 GPM flow rate, standard (NPS) shower head, in-line thermostatic mixing valve, and recessed mounted soap dish

Use the following Willoughby Model Number:

WRS-FA-PML1-PBH-2.5GPM-NPS-TMV-RD



WARNING: Cancer and Reproductive Harm

- www.P65Warnings.ca.gov



MADE IN THE U.S.A.

visit our website at www.willoughby-ind.com

5105 West 78th Street • Indianapolis, IN. 46268

(317) 875-0830 • Fax: (317) 875-0837 • (800) 428-4065

MODEL NUMBER AND OPTIONS:

1.) Base Model Number:

☒ WRS-FA Front Mounted Recessed Shower Panel

2.) Valve Selection:

- ☐ NV No Valve
- ☒ PML1 Single Temp. Pneumatic Metering ☒ ☒
- ☒ PML2 Dual Temp. Pneumatic Metering ☒ ☒
- ☐ E1L1 Single Temp. Electronic (Pick Control)* ☒ ☒
- ☐ E1L2 Dual Temp. Electronic (Pick Control)* ☒ ☒
- ☐ PBV Pressure-Balancing Mixing Valve
- ☐ TPV Temperature/Pressure-Balancing Mixing Valve
- ☐ TPLR Ligature-resistant Temp/Pressure-balancing Mixing Valve ☒
- ☐ SVC Single Temp. Compression Valve
- ☐ DVC Dual Temp. Compression Valves

3.) Push Button Selection:

Pneumatic or Electronic Valves Only:

- ☒ PBH Ligature-resistant Pneumatic Push Buttons ☒ ☒
- ☐ PZPB Ligature-resistant Piezo Electronic Push Buttons* ☒ ☒

4.) Flow Rates:

- ☒ 2.5 GPM (Standard)
- ☐ 2.0 GPM
- ☐ 1.5 GPM

5.) Electronic Controls* (Must Use Electronic Push Button):

- ☐ WUSC-2200 ☐ WUSC-2400 ☐ Pneumatic ☐ WMS II

6.) Shower Head Selection:

- ☒ NPS Non-adjustable Penal Shower Head (Standard) ☒
- ☐ APS Adjustable Penal Shower Head
- ☐ UBJ Universal Ball Joint Shower Head
- ☐ LBJ Lockable Ball Joint Shower Head
- ☐ CSH Ligature-resistant Shower Head ☒ ☒
- ☐ FX Hand-held Flexshower Head (w/ quick disconnect, vacuum breaker, and (1) hook)
- ☐ LRSH Ligature-resistant Shower Head, WaterSense Labeled Insert (1.5 GPM & 2.0 GPM Flow Rate only) ☒

7.) Options:

- ☐ TMV In-line Thermostatic Mixing Valve
- ☐ TF24H Hard-wired Transformer, 110VAC to 24VAC*
- ☐ TF24P Plug-in Transformer, 110VAC to 24VAC*
- ☒ RD Recessed Mounted Soap Dish ☒ ☒
- ☐ SD Surface Mounted Soap Dish
- ☐ HL Hi-Lo (2 Hooks For Flexshower, Wall Mounted)
- ☐ SLB24 24" Adjustable Slide Bar (for Flexshower, Wall Mounted)
- ☐ Other _____
- ☐ Other _____

*(Req. 110V power through ground fault interrupter (GFCI) receptacle / breaker)

☒ For security applications

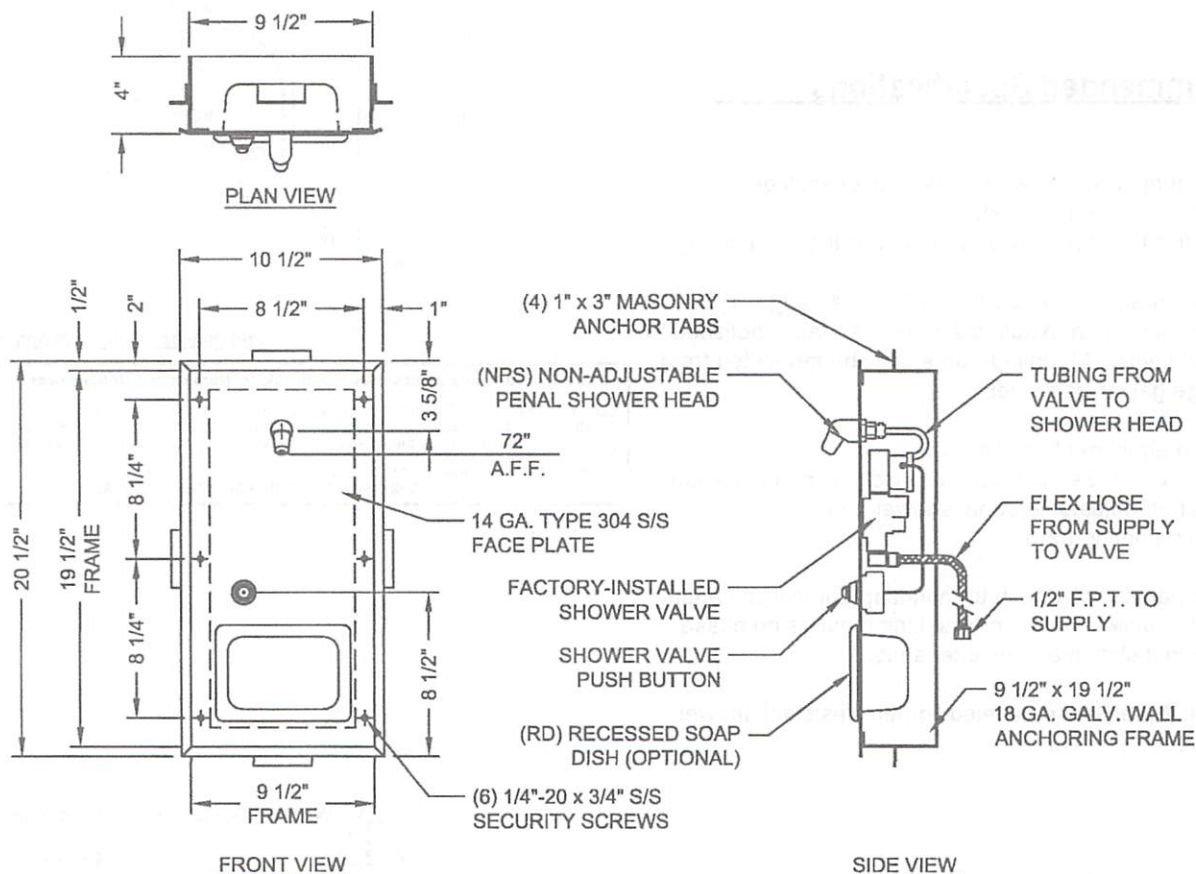
☒ Ligature-resistant option**

**LIGATURE-RESISTANT DISCLAIMER

This product is designed to minimize ligature points. While every effort has been made to reduce the possibility of ligature points, this product does not eliminate all risks. Ligature-Resistant products by Willoughby Industries are to be used in conjunction with, not as a replacement for, trained professionals.

Approved For Manufacturing By: _____ Date: _____ Company: _____
Wall Thickness: _____ Wall Type: _____

VERIFY ALL DIMENSIONS WITH FACTORY PRIOR TO ROUGH-IN
WILLOUGHBY RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN AND DIMENSIONS WITHOUT FORMAL NOTICE AND WITHOUT INCURRING OBLIGATION.



visit our website at www.willoughby-ind.com

5105 West 78th Street • Indianapolis, IN. 46268

(317) 875-0830 • Fax: (317) 875-0837 • (800) 428-4065



MADE IN THE U.S.A.

© Rev. 5/2023

SmartComm, LLC

Profit and Loss

January - December 2024

	TOTAL
Utilities	9,245.25
Total Expenses	\$206,549.48
NET OPERATING INCOME	\$55,853.48
Other Income	
Scrap Income	5,674.17
Total Other Income	\$5,674.17
Other Expenses	
Ask My Accountant	3,140.46
Total Other Expenses	\$3,140.46
NET OTHER INCOME	\$2,533.71
NET INCOME	\$58,387.19

SmartComm, LLC

Profit and Loss

January - December 2024

	TOTAL
Income	
Sales	771,426.15
Uncategorized Income	5,000.00
Total Income	\$776,426.15
Cost of Goods Sold	
Contract Labor	238,957.58
Job Cost	58,212.12
Supplies & Materials - COGS	216,853.49
Total Cost of Goods Sold	\$514,023.19
GROSS PROFIT	\$262,402.96
Expenses	
Advertising/Promotional	1,159.20
Auto Expense - Gas	17,392.42
Auto Expense - Insurance	599.37
Auto Expense - Maintenance	935.17
Auto Expense - Repairs	3,311.15
Bank Charges	449.25
Bid Costs	150.00
Donation	1,872.30
Dues/Membership	432.00
Equipment Rent	2,483.23
Food	1,119.17
Insurance	38,105.03
Interest Expense	6,735.63
Legal & Professional Fees	3,715.73
Licenses	1,974.07
Meals	12,946.36
Member Health Insurance	12,224.44
Miscellaneous Expense	30.00
Office Expense	14,026.07
Payroll Expenses	
Taxes	4,930.51
Wages	39,911.84
Total Payroll Expenses	44,842.35
Pinebrook Bel Air	300.00
Rent - Building	9,600.00
Repairs and Maintenance	6,358.23
Small Tools	3,790.93
Subscriptions	342.84
Supplies	4,688.14
Travel	3,460.93
Unapplied Cash Bill Payment Expense	4,260.22



"Build on a solid foundation"

General Construction Division

February 5th, 2025

Current Workload:

Newaygo County probation and parole offices: Complete office remodel
90% complete, ECD 3/1/25

Stallion Mill- Winery and Restaurant- Scottville MI- New Restaurant Facility
0% complete, ECD- TBD

Diamond Lake Cottage- Renovations to old cottage on lake- White Cloud MI
85% complete, ECD 4/1/25

Shriver Renovations- Fremont MI- Renovations to old farm house
20% complete, ECD 5/1/25

Austin Home- Renovations and additions to old Farm house- Fremont MI
10% complete, ECD 7/1/25

NCATS-Internet provider- Fiber Optic Directional Boring job- 2 miles- Fremont MI
0% complete, ECD 6/1/25

Ionia County Courthouse: Renovations to the lower level of the courthouse- Ionia, MI
0% complete, ECD- TBD

Kim Angel- Residential Exterior flatwork- driveway, approach, and sidewalk- Rockford MI
0% complete, ECD- 5/15/25

Little Caesars Pizza- Remove and repair portion of kitchen tile floor for drainage- Muskegon MI
95% complete, ECD- 2/7/25

Newaygo County Commission on Aging- Residential sidewalk construction- Newaygo MI
0% complete, ECD- 5/15/25

CONSTRUCTION WORK CONTRACT

This Contract for Professional Work (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 **SmartComm, LLC, a MI LLC**, whose principal place of business is located at **5461 S Luce Ave, Fremont, MI 49412** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution **#2025-1278** issued by the Genesee County Board of Commissioners.

2. Scope of Work

The Contractor agrees to perform the Work described on Exhibit A (the "Work").

3. Work Schedule

3.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the "Work Schedule") indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.

3.2 The Work Schedule shall indicate that the Work must be substantially complete within **150 days** of execution of this Contract, with a date of final completion within **45 days** of execution.

3.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

4. Compensation

The Contractor shall be paid a lump sum of **\$464,913.42** for the performance of the Work. Upon completion of the Work, 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.

5. Taxes

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

6. Contract Administrator

The contract administrator for this Contract is **Michael Noonan** (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.

7. Inspection and Acceptance

All goods and equipment provided with the Work are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

8. Condition of Worksite

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

9. Prevailing Wage Addendum

The Contractor acknowledges that Section 3-302(3) of the Genesee County Purchasing Regulations highly recommends the Contractor and its subcontractors to pay laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor agrees to use its best efforts to comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C to this Contract.

10. Warranties

The Contractor warrants that:

- 10.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 10.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications and be free of defects in workmanship or materials.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 10.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 10.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 10.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

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

11. Insurance Requirements and Indemnification

11.1 Insurance Requirements

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 write 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:** Occurrence form, with limits of liability not less than **\$1,000,000** per occurrence/\$2,000,000 aggregate.

Coverage shall include bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual liability, independent contractors' coverage, products/completed operations, explosion, collapse and underground hazard, if applicable, and a per project aggregate. 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. Coverage shall be primary and noncontributory with a waiver of subrogation in favor of Genesee County.

☐ **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.

☐ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:** as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements.

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

☐ **PROFESSIONAL LIABILITY (Errors & Omissions):** in an amount not less than **\$1,000,000** per occurrence and **\$1,000,000** 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.

☐ **BUILDERS RISK COVERAGE:** is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler

and machinery insurance, including coverage for testing, is to be purchased. The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors.

☐ **POLLUTION LIABILITY:** The Contractor shall procure and maintain for the duration of this contract Pollution Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate. If this policy is on a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of 3 years after the termination of this contract.

☐ **OWNERS’ AND CONTRACTORS’ PROTECTIVE (OCP) LIABILITY INSURANCE:** The Contractor shall procure and maintain during the life of this contract, a separate Owners’ and Contractors’ Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate combines single limit for Personal Injury, Bodily Injury, and Property Damage. Genesee County shall be “Named Insured” on said coverage. Thirty (30) days’ Notice of Cancellation shall apply to this policy.

☐ **CONTRACT BOND REQUIREMENTS:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

Required Insurance Documentation

1. **Certificate of Insurance**

The vendor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate of Insurance must reference the contract/bid number.

The Certificate Holder should be listed as follows:

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

2. **Endorsements**

The vendor/contractor must also 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, 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" 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.
- c. A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).
- d. A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

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.

11.2 Indemnification

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

12. Suspension of Work

12.1 Order to Suspend Performance

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

12.2 Necessary Actions Before Suspension

If immediate suspension of the Work 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.

13. Bonds

The Contractor must furnish separate performance and payment bonds to the Customer. The performance and payment bonds must set forth a penal sum in an amount not less than 95% of the Contract Sum. Each bond furnished by the Contractor must incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in the bonds. The penal sum of both the performance and payment bonds will be automatically increased in the amount of any increase to the Contract Sum. The performance and payment bonds furnished by the Contractor must be issued by a surety, or sureties acceptable to the County.

14. Termination

14.1 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.

14.2 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.

14.3 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.

14.4 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.

15. **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, gender identity, gender expression, sexual orientation, 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 Work 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.

16. **Freedom of Information Act**

This Contract and all attachments, as well as all 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".

17. **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.

18. Audit Rights

18.1 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.

18.2 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.

18.3 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.

18.4 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.

19. Identity Theft Prevention

19.1 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.

19.2 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.

20. Independent Contractor

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

21. General Provisions

21.1 Entire Contract

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

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – Description of the Work

21.1.3. Exhibit B – Payment Schedule

21.1.4. Exhibit C – Prevailing Wage Addendum

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.

21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

21.3 Modification

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

21.4 Binding Effect

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

21.5 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.

21.6 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.

21.7 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.

21.8 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.

21.9 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.

21.10 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.

[SIGNATURE PAGE FOLLOWS]

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

SmartComm, LLC

GENESEE COUNTY

By: _____
Gerry Rich
President

By: _____
Delrico Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Work

Demolition:

- *Temporary dust protection and ventilation protection- we will provide plastic as necessary, pulse vacuums for dust control, and cover any local vents as we are performing work to avoid cross contamination
- *Remove wall towel hangers- We did not see any towel hangers mounted inside the showers on our walk through. In the addendum, the question was asked and answered that exterior mounted towel hangers will not be removed and replaced. We are under the understanding we will not be removing or replacing any towel hangers as part of this project.
- *Remove plumbing- Our licensed plumber will remove the existing plumbing apparatuses and prep for the new to be installed
- *Protect items and fixtures that cannot be removed- We will cover and tape any fixtures that will be near the work area, and a potential damage hazard
- *Prep all walls, ceilings and floors for all locations- We will prep the surfaces by diamond grinding the loose paint off, and bringing the surface to a substrate that will accept and hold the adhesive for the new Stainless steel panels. However, the floor will not be surface grinded, or prepped in any way, as the existing shower pans are not being covered with stainless steel panels. We have included preparing and epoxying the floors along with the walls and ceilings in the epoxy price we provided as an optional bid.

New Construction:

- *Prep and fill chips, cracks and seal surfaces- We will fill any major voids or holes with a Cementous mixture, to maintain the integrity of the surface for the stainless panel installation
- *Installation of new stainless steel ceiling panels (seal all joints)- We will template, and have the panels plasma cut by our steel provider, so the panels can be prepared properly to ensure accurate fitting of not only the panels, but the holes necessary for the vents, lights, access panels, etc. in each shower. Then we will seal using an industrial strength caulk, as recommended for this application.
- *Installation of new stainless steel walls panels (seal all joints)- We will template, and have the panels plasma cut by our steel provider, so the panels can be prepared properly to ensure accurate fitting of not only the panels, but the holes necessary for the vents, lights, access panels, etc. in each shower. Then we will seal using an industrial strength caulk, as recommended for this application.
- *Installation of new towel hooks must be for correctional facility- We did not see any towel hangers mounted inside the showers on our walk through. In the addendum, the question was asked and answered that exterior mounted towel hangers will not be removed and replaced. We are under the understanding we will not be removing or replacing any towel hangers as part of this project. We can however provide new towel hangers if desired on a per hanger basis if desired.

- *Installation of new plumbing fixtures- Our licensed plumber will provide and install new shower combo units for each shower. We've attached the cut sheet for the units we are proposing. We have proposed a Willoughby unit, model #WRS-FA using a single temp pneumatic metering valve.
- *Installation of new lighting fixtures must be LED- We will install new light fixtures to closely match the look of the existing fixtures. Direct fit replacements.

Clean up:

- *Work area must be cleaned daily- We will clean work area daily to ensure area will remain safe and usable for inmates
- *All tools must be accounted for and removed daily- We will take inventory of tools prior to moving into a unit, then inventory the tools on the way out to ensure none get left behind

EXHIBIT C

Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at <https://sam.gov/content/wage-determinations>.
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The Contractor shall not misclassify work assignments.
5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
10. The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2025

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 have **ADDITIONAL INSURED** provisions or 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 Aspen Insurance Group 5075 Cascade Road SE Suite E Grand Rapids MI 49546	CONTACT NAME: Rick Castaneda PHONE (A/C, No, Ext): (616) 458-7808 E-MAIL ADDRESS: Rick@aspeninsurancegroup.net FAX (A/C, No): (616) 458-8681																					
INSURED Smart Comm LLC 5461 S Luce Ave Fremont MI 49412-8217	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>General Insurance Co of America</td><td>24732L</td></tr><tr><td>INSURER B:</td><td>State Automobile Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER C:</td><td>The Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER D:</td><td>Property and Casualty Insurance Company of Hartford</td><td>34690</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	General Insurance Co of America	24732L	INSURER B:	State Automobile Mutual Insurance Company	25135	INSURER C:	The Ohio Casualty Insurance Company	24074	INSURER D:	Property and Casualty Insurance Company of Hartford	34690	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	The Ohio Casualty Insurance Company	24074																				
INSURER D:	Property and Casualty Insurance Company of Hartford	34690																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2431331214**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	BWG64166539	12/03/2024	12/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	10026658CA	05/28/2024	05/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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			USO64166539	12/03/2024	12/03/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	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	81WECAR7MKY	03/17/2025	03/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	RENTED/LEASED EQUIPMENT			BMO66214780	04/28/2024	04/28/2025	LIMIT 80,000 DEDUCTIBLE 1,000

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

When required in a written contract Genesee county is an additional insured in respects to the general liability and the business auto policies

CERTIFICATE HOLDER**CANCELLATION**Genesee County
Att: Risk Managment
1101 Beach Street
Flint MI 48502

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

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Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (25) 64 16 65 39

Policy Period:
From 12/03/2024 To 12/03/2025
*12:01 am Standard Time
at Insured Mailing Location*

Commercial Protector Common Policy Declarations

Named Insured & Mailing Address	Agent Mailing Address & Phone No.
SMART COMM LLC 5461 S Luce Ave Fremont, MI 49412-8217	(616) 458-7808 ASPEN INSURANCE GROUP 5075 Cascade Rd SE Ste 2A Grand Rapids, MI 49546-3751

Named Insured Is: Limited Liability Company

Named Insured Business Is: Electrical Work Within Buildings

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART	CHARGES
Commercial Protector	\$2,911.00

Total Charges for all of the above coverage parts: **\$2,911.00**
Certified Acts of Terrorism Coverage: **\$0.00** **(Included)**

Note: This is not a bill

IMPORTANT MESSAGES

- This policy is auditable. The Liability premium shown in the Declarations is an advance premium. Please refer to the conditions of the policy for details or contact your agent.
- Equipment Breakdown Enhancement Is Included - See Policy Forms and Endorsements summary

Issue Date 10/04/2024

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16

97



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (25) 64 16 65 39

Policy Period:
From 12/03/2024 To 12/03/2025
*12:01 am Standard Time
at Insured Mailing Location*

Commercial Protector Common Policy Declarations

Named Insured

SMART COMM LLC

Agent

(616) 458-7808
ASPEN INSURANCE GROUP

SUMMARY OF LOCATIONS

This policy provides coverage for the following location(s) under one or more coverage parts.

0001 5484 S Warner Ave, Fremont, MI 49412-9054

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
BP 00 03 07 13	Businessowners Coverage Form
BP 01 36 05 23	Michigan Changes
BP 04 17 01 10	Employment-Related Practices Exclusion
BP 04 39 07 02	Abuse or Molestation Exclusion
BP 04 97 01 06	Waiver Of Transfer Of Right Of Recovery Against Other To Us
BP 05 23 01 15	Cap On Losses from Certified Acts of Terrorism
BP 05 65 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
BP 05 77 01 06	Fungi or Bacteria Exclusion (Liability)
BP 14 02 07 13	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
BP 14 86 07 13	Communicable Disease Exclusion
BP 14 88 07 13	Primary and Noncontributory - Other Insurance Condition
BP 15 04 12 23	Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information
BP 18 03 12 23	Cyber Incident Liability Exclusion
BP 79 74 07 13	Amendment of Pollution Exclusion (Premises)
BP 81 15 03 11	Exclusion - Asbestos
BP 82 37 08 15	Equipment Breakdown Coverage Endorsement
BP 88 16 09 20	Business Income Changes - 24 Hour Time Period
BP 88 78 07 13	Business Personal Property Limit - Automatic Increase
BP 89 31 10 17	Exclusion - Exterior Finish Systems
BP 89 38 07 19	Non-Cumulation of Liability Limits (Same Occurrence)
BP 89 42 04 18	Tools And Equipment Coverage

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16

98



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (25) 64 16 65 39

Policy Period:
From 12/03/2024 To 12/03/2025
12:01 am Standard Time
at Insured Mailing Location

Commercial Protector Common Policy Declarations

Named Insured

SMART COMM LLC

Agent

(616) 458-7808
ASPEN INSURANCE GROUP

POLICY FORMS AND ENDORSEMENTS - continued

FORM NUMBER	TITLE
BP 89 44 04 18	Property Broadening Endorsement
BP 89 45 04 18	Amendment Of Cancellation Provisions
BP 89 47 04 18	Liability Broadening Endorsement
BP 89 48 04 18	Installation Coverage
BP 90 37 01 21	Cyber Incident Exclusion
BP 91 00 10 22	Exclusion - Biometric Information Privacy Claim
BP 91 08 09 23	Amendment Of Concealment, Misrepresentation Or Fraud Condition
CNB 90 08 02 20	Policyholder Disclosure And Premium Notice Terrorism Risk Insurance Act
IL 88 53 11 20	Actual Cash Value

In witness whereof, we have caused this policy to be signed by our authorized officers.

Damon Hart
Secretary

Hamid Mirza
President

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16

99



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (25) 64 16 65 39

Policy Period:
From 12/03/2024 To 12/03/2025
12:01 am Standard Time
at Insured Mailing Location

Commercial Protector Declarations

Named Insured

SMART COMM LLC

Agent

(616) 458-7808
ASPEN INSURANCE GROUP

SUMMARY OF CHARGES

DESCRIPTION	PREMIUM
Businessowners Location(s) Total Property Premium	\$963.00
Businessowners Location(s) Total Liability Premium	\$1,948.00
Certified Acts of Terrorism Coverage (Included)	\$0.00
Total Charges:	\$2,911.00

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

DS 88 15 07 17

100



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (25) 64 16 65 39

Policy Period:
From 12/03/2024 To 12/03/2025
12:01 am Standard Time
at Insured Mailing Location

Commercial Protector Declarations Schedule

Named Insured	Agent
SMART COMM LLC	(616) 458-7808 ASPEN INSURANCE GROUP

SUMMARY OF LIABILITY LIMITS AND CHARGES

Businessowners Liability Limits of Insurance	DESCRIPTION	LIMIT
	Liability and Medical Expenses - Occurrence	1,000,000
	Aggregate Limits of Insurance	
	Products - Completed Operations	2,000,000
	Other than Products - Completed Operations	2,000,000
	Broadened Coverage For Damage To Premises Rented To You	1,000,000
	Medical Expenses (Any One Person)	15,000
	Premium	\$1,823.00

SUMMARY OF LIABILITY CLASSIFICATIONS BY LOCATION

0001 5484 S Warner Ave, Fremont, MI 49412-9054

89342 - Electrical Work Within Buildings

PREMIUM BASIS	EXPOSURE	PREMIUM
Per Employee	2 Full-time 2 / Part-time 0	\$1,823.00

SUMMARY OF COVERAGES BY LOCATION

0001 5484 S Warner Ave, Fremont, MI 49412-9054

Property Characteristics	Description: N/A Construction: N/A
-----------------------------	---------------------------------------

Business
Personal
Property Coverage

Occupancy: Electrical Work Within Buildings

DESCRIPTION	
Limit of Insurance	33,075
Covered Causes of Loss - Special Form	
Automatic Increase Business Personal Property	2%
Deductible	\$500
Premium	\$346.00

To report a claim, call your Agent or 1-844-325-2467

DS 88 16 06 21

101



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (25) 64 16 65 39

Policy Period:
From 12/03/2024 To 12/03/2025
12:01 am Standard Time
at Insured Mailing Location

Commercial Protector Declarations Schedule

Named Insured	Agent
SMART COMM LLC	(616) 458-7808 ASPEN INSURANCE GROUP

SUMMARY OF COVERAGES BY LOCATION - continued

Business Income And Extra Expense	DESCRIPTION		
	Actual Loss Sustained		12 months
		Premium	\$207.00

SUMMARY OF OTHER COVERAGES

Tools and Equipment Coverage	DESCRIPTION	Deductible	
	Unscheduled Tools and Equipment	500	8,000
		Premium	\$160.00

Installation Coverage	DESCRIPTION		
	Limit of Insurance		25,000
		Premium	\$250.00

To report a claim, call your Agent or 1-844-325-2467

DS 88 16 06 21

102



Coverage Is Provided In:
General Insurance Company of America, a stock company
Domiciled in New Hampshire
175 Berkeley Street, Boston, MA 02116

Policy Number:
BWG (25) 64 16 65 39

Policy Period:
From 12/03/2024 To 12/03/2025
*12:01 am Standard Time
at Insured Mailing Location*

Commercial Protector Other Interest Schedule

Named Insured	Agent
SMART COMM LLC	(616) 458-7808 ASPEN INSURANCE GROUP

SUMMARY OF OTHER INTEREST

Point Broadband Fiber Holding, LLC
1791 O G Skinner Dr Suite A
WEST POINT, GA 31833

Loc #	Provision Applicable	Description
N/A	Amendment of Cancellation Provisions	30 Days

Point Broadband Fiber Holding, LLC
1791 Og Skinner Dr Ste A
West Point, GA 31833

Loc #	Provision Applicable	Description	Premium
N/A	Additional Insured - owners, lessees or CONTRACTORS - completed operations	Location and Description of Completed Operations: FREMONT MI FIBER OPTICS INSTALLATION	\$125.00

To report a claim, call your Agent or 1-844-325-2467

DS 88 21 04 18

103



Aspen Insurance Group

4534 Dowling St
Montague, MI 49437
(616) 458-7808

Business Auto Policy

Common Policy Declaration

Amended Declaration

Amended/Pro-rata Total Policy Premium

\$4,169.09

Annualized Premium

(Excl. Taxes and Surcharges)

\$3,449.00

Named Insured and Mailing Address:

SMART COMM, LLC

5461 S LUCE AVE
FREMONT, MI 49412-8217

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
10026658CA	05/28/24 - 05/28/25	State Automobile Mutual Insurance Company

The coverage and these declarations are effective at 12:01 a.m. standard time on 09/09/2024 at the above mailing address.



Questions?

Visit us at **StateAuto.com**
or call **(800) 288-4425** for
customer service.

Contact your independent
agent at **(616) 458-7808**.

Reason(s) for Amendment

- Policy Change Premium : (\$1,119.00)
- Removed 10: (4NPU40811W5W15498) SOLAR POWERED ARROW TRAILER 1998 - Trucks
- Removed 11: (56JTE2220FA143248) UNITED TRAILER 2015 - Trucks
- Removed 13: (4L5ST2020EF033009) Behnke TILTDECKTRAILER 2014 - Trucks
- Removed 1: (48B500E1012026679) SOUTHWEST ENCLOSED JOB TRAILER 2001 - Trucks
- Removed 2: (111111111111111111) FLATBED ASSEMBLED TRAILER 2005 - Trucks
- Removed 3: (33333333333333332) DITCHWITCH DECKOVER TRAILER 1976 - Trucks
- Removed 4: (4MJEB2527WE016927) CORNPRO DECKER TRAILER 1997 - Trucks
- Removed 5: (461369) KOHLER GENERATOR TRAILER 2002 - Trucks
- Removed 6: (11P774079) VERMEER TRAILER 1979 - Trucks
- Removed 7: (48BTE20253B033246) SOUTHWEST TRAILER 2003 - Trucks

Item One:

Business Information

Business Type	Business Description	Entity Type
Business Auto Coverage	Electrical	LLC

In return for the payment of the premium when due, and subject to all the terms of the policy, we agree with you to provide the insurance as stated by this policy. This premium may be subject to adjustment.

Audit

This policy consists of coverage parts or policies for which a premium is indicated. This premium may be auditable and subject to adjustment.

Audit Period: Annual

Notice to Michigan Insured:

Warning: *When a named excluded person operates a vehicle, all liability coverage is void - no one is insured. Owners of the vehicle and others legally responsible for the acts of the named excluded person remain personally liable. Pursuant to Section 3113(d) of the code MCL 500.311(d), a named excluded driver is not entitled to be paid personal protection benefits for accidental bodily injury.*

Item Two: *Schedule Of Coverages*

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Auto Symbols	Limit - The Most We Will Pay For Any One Accident Or Loss	Premium
Liability Insurance	01	\$1,000,000 Each Accident	\$1237.00
Personal Injury Protection - MI	05	See Schedule	\$66.00
Uninsured and Underinsured Motorists - MI	02	\$1,000,000 Each Accident	\$220.00
Collision	02 08	See Schedule	\$1,487.00
Other than Collision	02 08	See Schedule	\$449.00
Taxes & Surcharges			\$134.09
Other Coverages/Endorsements/Adjustment to Minimum Premium			\$302.00
Total Premium			\$4,169.09

Covered Autos

Veh#	Year	Make & Model	VIN	Class Code	Terr	Garage State	Cost Basis Type	Cost Basis	Business Use	GCW/GVW/Seating Capacity
8	2018	DODGE RAM 3500	3C63R3DL4JG429445	21183	128	MI	OCN	\$51,545	Service	11,700
12	2017	SURETRAC TRAILER	5JW1C242XH2203569	68182	128	MI	OCN	\$6,000	Service	3,000

****Cost Basis Key: OCN= Original Cost New, SA=Stated Amount****

Item Three: *Schedule of Covered Autos You Own*

Physical Damage Other than Collision Coverage - Limit of Insurance: The Most We Will Pay: Actual cash value, or cost of repairs, whichever is less, minus the deductibles shown below for each covered auto, but no deductible applies to loss caused by fire or lightning. See Scheduled of Hired Auto section for hired or borrowed autos.

Physical Damage Collision Coverage - Limit of Insurance: The Most We Will Pay: Actual cash value, or cost of repairs, whichever is less, minus the deductibles shown below for each covered auto. See Item Four for hired or borrowed autos.

	<i>Veh#8</i>	<i>Veh#12</i>
Coverages	Premium	Premium
Liability	\$948.00	\$41.00
Personal Injury Protection	\$60.00	\$6.00
Uninsured And Underinsured Motorists Coverage	\$220.00	N/A
Broadened Collision	\$1,293.00	\$53.00
Other than Collision	\$287.00	\$69.00
Property Damage Liability Buyback	\$17.00	\$17.00
Property Protection Insurance	\$25.00	\$3.00

Taxes & Surcharges	Premium	Premium
Automobile Theft Prevention Authority	\$1.00	N/A
Michigan Catastrophic Claims Association	\$122.00	N/A
Total Premium	\$2,973.00	\$189.00

Coverages	Deductible	Deductible
Personal Injury Protection	Full Coverage	Full Coverage
Broadened Collision	\$500	\$500
Other than Collision	\$500	\$500
Property Protection Insurance	N/A	N/A

Coverages	Limit	Limit
Personal Injury Protection PIP Medical	Unlimited	Unlimited

Item Four: Schedule of Hired Autos

Schedule for Hired or Borrowed Covered Auto Coverage And Premiums Liability Insurance - Rating Basis, Cost of Hire

State	Cost of Hire - Primary	Cost of Hire - Excess	Premium
MI	\$1	N/A	\$75.00
Total Premium			\$75.00

Cost of hire means the total amount you incur for the hire of "autos" you do not own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Item Five: Schedule for Non-Ownership Liability

Other Than a Garage Risk

Name Insured's Business	Rating Basis	Number	Premium
Other Than a Social Service Agency - MI	Number of Employees	1	Included
Total Premium			\$169.00

Additional Coverages

Coverage	Premium
BAP Plus	\$182.00
Named Individuals – Broadened Personal Injury Protection Coverage - MI	\$2.00
Total Premium	\$184.00

Drivers

Driver Name	Driver Status
Melissa Rich	Included
Gerald Rich	Included
Paul Boerman	Included
Ross Baddis	Included

Please review this list of drivers and notify your agent immediately of any additional drivers or corrections. All drivers, both principal and occasional, should be listed. This list is for underwriting purposes only and does not grant insured status or coverage. Please refer to the contract for specific coverage information.

Additional Interests

If a loss payee is shown below, the following is applicable: Except for towing, all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of loss.

Loss Payable Clause for Veh #8

Gerber Federal Credit Union

PO Box 924174

FORT WORTH, TX 76124

Forms and Endorsements

This declarations page with policy forms and endorsements completes the policy. This policy will continue in force for the period indicated upon valid payment of the premium, when due.

Forms and Endorsements

Form Number	Edition Date	Form Title (Only the titles are shown below, please review the form for a complete description of coverage)
CA 00 01	10/13	Business Auto Coverage Form
BA 30 00	12/15	Business Auto Plus Endorsement
IL 00 03	09/08	Calculation Of Premium
IL 00 17	11/98	Common Policy Conditions
SI 90 01	05/17	Common Policy Jacket
BA 10 24	12/15	Comprehensive Coverage Deductible
CA 04 42	10/13	Exclusion Of Federal Employees Using Autos In Government Business
CA 23 84	10/13	Exclusion Of Terrorism
CA 23 01	10/13	Explosives
ILN001	09/03	Fraud Statement
CA 99 44	10/13	Loss Payable Clause
CA 22 22	10/13	Michigan Broadened Collision Coverage
CA 01 10	09/16	Michigan Changes
IL 02 86	04/17	Michigan Changes - Cancellation And Nonrenewal
CA 02 17	07/17	Michigan Changes - Cancellation And Nonrenewal
ILU076	07/20	Michigan Choice Of Bodily Injury Liability Coverage Limits
ACORD62MI	03/14	Michigan Collision Insurance Options Notice
CA 22 20	10/23	Michigan Personal Injury Protection
CA 99 41	07/20	Michigan Property Damage Liability Coverage Buyback
CA 22 24	07/21	Michigan Property Protection Coverage

Form Number	Edition Date	Form Title (Only the titles are shown below, please review the form for a complete description of coverage)
CA 23 77	08/17	Michigan Public Or Livery Passenger Conveyance And Transportation Network Services And On-Demand Delivery Services Exclusion
CA 21 31	10/13	Michigan Uninsured Motorists Coverage
CA 22 01	01/87	Named Individuals - Broadened Personal Injury Protection Coverage
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CA 23 04	10/13	Rolling Stores
CA 23 94	10/13	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
IL P 001	01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
CA 23 05	10/13	Wrong Delivery Of Liquid Products

Notices

Form Number	Edition Date	Form Title (Only the titles are shown below, please review the notices for additional information about your policy)
SOA001	11/23	Statement of Account



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1285

Agenda Date: 3/19/2025

Agenda #: 3.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval to award ITB #24-417 for Phase 2 of the Flint River Restoration to Granger Construction Company, for an initial contract amount not to exceed \$10,525,000.00 for the Base Scope of Work

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to award ITB #24-417 for Phase 2 of the Flint River Restoration to Granger Construction Company, for an initial total contract amount not to exceed \$10,525,000.00 for the Base Scope of Work.

BACKGROUND:

The Invitation to Bid was advertised by the Genesee County Purchasing Department. Proposals were received until January 30, 2025. One (1) bid was received and reviewed by Parks staff and Wade Trim, the contractor providing project management.

DISCUSSION:

After review and consideration, it is recommended to award the Base Scope of Work to Granger Construction Company, subject to Corporation Counsel approval of contract documents. Based on past working experience and references provided, Granger Construction Company is believed to be qualified to complete the Base Scope of Work.

Contingent upon securing additional funds, Parks will seek amendments to this contract for the completion of Alternates #2-10 of ITB #24-417. The Riverbank Park improvements planned within the remaining blocks comprises the Alternates. Alternates also include trail improvements, Bridges, and Vietnam Veterans Park improvements.

This Project includes improvements to Playground, Amphitheater, Grand Fountain, Grand Traverse, Water Wall, Market Stall, UofM Flint area, and Archimedes Screw Blocks, as well as trail improvements, and Vietnam Veterans Park improvements. The Riverbank Park improvements include modifying existing concrete and sheet metal retaining walls with new walls, river access areas, and terraces. The park infrastructure improvements are planned to include concrete sidewalk, curb and gutter, stairs, ramps, pavers, river access areas, outcropping stone walls, structural improvements, restroom renovation, pavilions, exercise equipment, handrails, concrete repair,

concrete cleaning and painting, HMA trail and roadway, storm sewer and outfalls, boulders, electrical and lighting, and landscape restoration. The Riverbank Park improvements planned within the Market Stall and Amphitheater Blocks are included in the Base Bid. Also included in the Base Bid are Safety and Security improvements for the full project area. These include removing and replacing river safety ladders, installing portions of proposed handrail, and replacing existing light pole fixtures where they are currently non-functional.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

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

To be paid from account 2088-770.32-801.028.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This request directly supports the promotion of environmental stewardship, promotion of public health, and promotion of safe communities, creating economic growth in the area.

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 awarding Invitation to Bid #24-417 - Flint River Restoration - Phase 2 to Granger Construction Company ("Granger") and entering into a Contract between Genesee County and Granger, whereby Granger will provide construction services for Phase 2 of the Flint River Restoration, for the period commencing March 26, 2025, through completion of the project, in an amount not to exceed \$10,525,000.00 to be paid from account 2088-770.32-801.028, with the option to request amendments to the total contract amount and Scope of Work in order to complete Alternates #2-10 of ITB #24-417 as submitted by Granger, contingent upon funds being secured, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 19, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County after approval by Corporation Counsel, and the Document Review Board is authorized to approve any amendments or change orders to this contract that are less than \$100,000.00.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to

Question 2) No: X (Go to

Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section.

No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ____ This project requires a contract, skip to the contracts section.

No: __X__ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: X (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: X (same as Phase 1 FRRP Granger contract)___

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: X No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Wade Trim, Inc.

555 S. Saginaw Street, Suite 201 • Flint, MI 48502
810.235.2555 • www.wadetrim.com

March 4, 2025

Genesee County Parks & Recreation Commission
5045 Stanley Road
Flint, MI 48506

Attention: Mr. Patrick Linihan, Director

Re: Flint Riverfront Restoration Project Phase II
Recommendation of Award

Dear Mr. Linihan:

On Thursday, January 30, 2025, bids were received for the construction of the Flint River Restoration Project Phase II. The project consists of ten (10) divisions, which includes the Base Bid and nine (9) alternates. A total of one (1) bid was received from Granger Construction Company out of Lansing, MI.

The bid received from Granger Construction Company for the Base Scope of Work was in the amount of \$10,525,000.00.

It is our recommendation at this time to only award the Base Scope of Work to Granger Construction Company. Based on references provided, a Dun and Bradstreet review and past working experience, we believe Granger Construction Company to be qualified to complete the Base Scope of Work. As a result, we recommend award of a contract to Granger Construction Company for the Base Scope of Work in the amount of \$10,525,000.00.

If you have any further questions or comments, please do not hesitate to contact us.

Sincerely,

Wade Trim, Inc.

A handwritten signature in blue ink, appearing to read 'Jason Kenyon'.

Jason Kenyon
Vice President

A handwritten signature in blue ink, appearing to read 'Scot Lautzenheiser'.

Scot Lautzenheiser
Riverbank Park Project Manager

JRK:SAL
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**SECTION 00 51 00
NOTICE OF AWARD**

Attention: Granger Construction Company

Date: _____

Project: Flint Riverfront Restoration

Pursuant to the provisions of Article 1.11 of the Instructions to Bidders, you are hereby notified that the Genesee County (Owner) during a Regular Meeting held on , 2025 has directed the acceptance of your Bid for the above referenced Project in the amount of ten million five hundred twenty five thousand Dollars (\$10,525,000.00).

This Project includes improvements to Playground, Amphitheater, Grand Fountain, Grand Traverse, Water Wall, Market Stall, UofM Flint, and Archimedes Screw Blocks, as well as trail improvements, and Vietnam Veterans Park improvements. The Riverbank Park improvements are planned to include modifying existing concrete and sheet metal retaining walls with new walls, river access areas, and terraces. The park infrastructure improvements are planned to include concrete sidewalk, curb and gutter, stairs, ramps, pavers, river access areas, outcropping stone walls, structural improvements, restroom renovation, pavilions, exercise equipment, handrails, concrete repair, concrete cleaning and painting, HMA trail and roadway, storm sewer and outfalls, boulders, electrical and lighting, and landscape restoration. The Riverbank Park improvements planned within the Market Stall and Amphitheater Blocks are included in the Base Bid. Also included in the Base Bid are Safety and Security improvements for the full project area. These include removing and replacing river safety ladders, installing portions of proposed handrail, and replacing existing light pole fixtures where they are currently non-functional. The Riverbank Park improvements planned within the remaining blocks comprises the Alternates. Alternates also include trail improvements, Bridges, and Vietnam Veterans Park improvements as delineated in your Bid submitted to Genesee County Parks and Recreation Commission on January 30, 2025.

Please comply with the following conditions within 15 days of the date of this Notice of Award; that is by , 2025.

1. Deliver to Engineer Wade Trim (Forms) fully executed counterparts of the Agreement including all the Contract Documents.
2. Deliver with the executed Agreement the Contract Security (Bonds), on the form included in the Contract Documents, as specified in the General Conditions (Article 5).
3. Deliver with the executed Agreement the Insurance Certificates (and other evidence of insurance) as specified in the General Conditions (Article 5).
4. Please do not date Agreement and Contract Security (Bonds), as these will be dated by the Owner when executed by them.

It is important to comply with these conditions and time limits as failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, Owner will return to you two (2) fully signed counterparts of the Agreement with the Contract Documents attached.

In accordance with paragraph 2.05 of the General Conditions, please submit to Engineer the required schedules prior to the scheduling of a Pre-Construction Meeting.

Owner: Genesee County

Authorized Signature: _____

Copy to Wade Trim, Inc.

ITB #24-417 - Flint River Restoration - Phase 2**Bid (1 received)****Entity****Granger**

Item	Bid
#1 Base Bid	\$10,525,000.00
#2 - Alternate - Playground Block	\$4,630,000.00
#3 - Alternate - Grand Traverse Block	\$2,860,000.00
#4 - Alternate - Grand Fountain Block	\$6,408,000.00
#5 - Alternate - Water Wall Block	\$2,113,000.00
#6 - Alternate - U of M Block	\$655,000.00
#7 - Alternate - Archimedes Block East & West	\$2,573,000.00
#8 - Alternate - Vietnam Veterans Park	\$1,515,000.00
#9 - Alternate - Iron Belle Trail	\$1,363,000.00
#10 - Alternate - Bridges	\$1,485,000.00