



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, April 17, 2024

9:00 AM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2024-429](#) Approval of Meeting Minutes - March 20, 2024

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2024-237](#) Approval of an agreement between Genesee County and Tasty Bits Catering to provide cafeteria and catering services at Genesee County's Historic Crossroads Village
2. [RES-2024-315](#) Approval of a request by Genesee County's Facilities & Operations to update job positions to provide for career pathways
3. [RES-2024-325](#) Approval of a purchase order to Menards Industries for the fiscal year ending 2024, in an amount not to exceed \$31,550.00, to provide for the purchase of a railroad switch; the cost of this purchase order will be paid from account 5080-000.00-156.000

4. [RES-2024-365](#) Approval of modification #3 of an agreement between Genesee County and ROWE Professional Services, in an amount not to exceed \$75,000.00, for a revised contract amount of \$583,883.00, to provide for further engineering and design services related to the Iron Bell Trail - Atlas Connector Project; the cost of modification #3 will be paid from account 2088-782.01-974.000

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-429

Agenda Date: 4/17/2024

Agenda #:

Approval of Meeting Minutes - March 20, 2024



GENESEE COUNTY

M I C H I G A N

Genesee County Public Works Committee Meeting Minutes

Wednesday, March 20, 2024

9:00 AM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Ellenburg called the meeting to order at 9:29 AM.

II. ROLL CALL

Present: Ellen Ellenburg, Michelle Davis, Delrico J. Loyd, Charles Winfrey, Beverly Brown, James Avery, Shaun Shumaker, Martin L. Cousineau and Dale K. Weighill

III. APPROVAL OF MINUTES

[RES-2024-332](#) Approval of Meeting Minutes - March 6, 2024

RESULT: APPROVED
MOVER: Shaun Shumaker
SECONDER: Delrico J. Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2024-238](#) Approval of an agreement between Genesee County and Scioto Services, in an amount not to exceed \$754,800.00, to provide continued janitorial services for various buildings through December 2024; the cost of this agreement will be paid from the accounts listed

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Beverly Brown

Aye: Chairperson Ellenburg, Vice Chair Davis,
Commissioner Loyd, Commissioner Winfrey,
Commissioner Brown, Commissioner Avery,
Commissioner Shumaker, Commissioner Cousineau
and Commissioner Weighill

2. [RES-2024-271](#) Approval of an agreement between Genesee County and Thomas Licensing, LLC to provide for the 2024-2025 Day Out With Thomas at Genesee County's Historic Crossroads Village & Huckleberry Railroad

RESULT: REFERRED

MOVER: Martin L. Cousineau

SECONDER: James Avery

Aye: Chairperson Ellenburg, Vice Chair Davis,
Commissioner Loyd, Commissioner Winfrey,
Commissioner Brown, Commissioner Avery,
Commissioner Shumaker, Commissioner Cousineau
and Commissioner Weighill

3. [RES-2024-272](#) Approval of modification #1 of a contract between Genesee County and Michael Van Valkenburgh Associates, Inc., allowing for modifications in language and terms of the contract as detailed in the attached memo

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: James Avery

Aye: Chairperson Ellenburg, Vice Chair Davis,
Commissioner Loyd, Commissioner Winfrey,
Commissioner Brown, Commissioner Avery,
Commissioner Shumaker, Commissioner Cousineau
and Commissioner Weighill

4. [RES-2024-312](#) Approval of a purchase order to Zoho/Manage Engine, for the fiscal year ending 2024, in an amount not to exceed \$33,259.00, to provide for the purchase of software licenses; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: James Avery

SECONDER: Charles Winfrey

Aye: Chairperson Ellenburg, Vice Chair Davis,
Commissioner Loyd, Commissioner Winfrey,
Commissioner Brown, Commissioner Avery,
Commissioner Shumaker, Commissioner Cousineau
and Commissioner Weighill

VIII. OTHER BUSINESS

The meeting was recessed at 9:37 AM and will reconvene upon the arrival of Park Rangers for a committee discussion.

Commissioners Ellenburg, Winfrey and Shumaker left the meeting at 9:37 AM.

The meeting reconvened at 10:30 AM.

Discussion ensued regarding the Genesee County Parks & Recreation Commission and the Genesee County Sheriff's Department.

IX. ADJOURNMENT

The meeting was adjourned at 11:24 AM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-237

Agenda Date: 4/17/2024

Agenda #: 1.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Request to Award RFP #23-337 - Selective Cafeteria, Catering, and Concessions Services at Crossroads Village

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to award RFP #23-337 for Selective Cafeteria, Catering, and Concessions Services at Crossroads Village to Tasty Bits Catering.

BACKGROUND:

The Request for Proposal was advertised by the Genesee County Purchasing Department. Proposals were received until October 19, 2023. Three vendors submitted proposals and were invited to interview and present their proposal. Proposals were reviewed by Parks Director, Crossroads Village Manager, Parks Operations Managers, and Reservations staff. Tasty Bits Catering was recommended to pursue contract with.

DISCUSSION:

Tasty Bits Catering Proposed services in all four areas of Crossroads Village - Lakeside Grill, Mill Street Warehouse, Café, and banquet services with a commission rate of 18% being paid to Parks.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

NO USE OF GENERAL FUND.

5080-787.00-801.028 - Vendor agrees to pay 18% commission rate to Parks.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Support of this request will increase services provided to visitors and promote collaboration with other

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 RESOVLED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into Professional Services Contract between Genesee County and Tasty Bits Catering, whereby Tasty Bits Catering will manage and provide cafeteria, catering, and concession services at Mill Street Warehouse and Dining Room, Crossroads Café, Lakeside Grill, and the catering operation at Crossroads Village, for the period commencing March 13, 2024, through December 31, 2024, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 17, 2024 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the Contract on behalf of Genesee County.



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: ☐ (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: ☐ 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: _____ (Go to Question 4)
- c. Millage Funded: X (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: X No: _____

- 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: _____ No: X

- 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.

RFP - Food Service at Crossroads Village
Presentations
Criteria - Average Scores from 5 Parks Staff

	Tasty Bits Catering	Black Forest	Chef's Special
Business Plan	4.2	3.4	4.1
Experience	4.4	4.8	3.4
Menu/Pricing	4.8	2.6	3.6
Financial Stability of Offer	2.9	1.8	3.6
Response to Questions	4.4	2.8	4.6
Total	20.7	15.4	19.3

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 **Tasty Bits Catering, a Michigan Company**, whose principal place of business is located at **419 West Johnson, Clio, MI 48420** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **March 13, 2024** and shall be effective through **December 31, 2024** (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional 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 agrees to pay the County 18% of gross sales (total sales without sales tax and service charges).

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 **Melissa Mahan** 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 \$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.

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.

TASTY BITS CATERING

COUNTY OF GENESEE

By: _____
Nicholas Nazarian
Owner

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

Tasty Bits Catering shall provide restaurant planning, operation, management and maintenance for ANY or ALL the facilities at Crossroads Village which include a cafeteria- style restaurant, a dining room (banquet center) and two (2) food concession type grills in the park, located at the Crossroads Café and Lake Side Grill.

The Food Service Operation and Catering operation for the Mill Street Warehouse and Dining Room, Lake Side Grill and Crossroads Café are all located in Crossroads Village and the Huckleberry Railroad living History Park. Tasty Bits Catering shall manage and provide food and beverages, concessions, and catering operations in the Crossroads Village Park on behalf of the Genesee County Parks and Recreation Commission. In doing so, the successful offeror/contractor shall provide creative menu ideas and selections that are wholesome, diverse, and nutritious and shall be well received by Genesee County Parks and Recreation Commission patrons. The hours of operation are to coincide with the Village operating hours and may be open longer based on special events that are scheduled.

The operations of the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill, and catering operation shall provide food service to visitors, the general public, and for special outings and group hospitality-type events. This contract will not be exclusive and the GCPRC shall retain the right to make arrangement for food service with another contractor, at its discretion, during the life of the contract. The banquet/catering operation will function on a scheduled basis. The Mill Street Warehouse, Crossroads Café, and Lake Side Grill operating days and hours will vary on demand and be set accordingly with Park Management.

SPECIFICATIONS – CONTRATOR’S RESPONSIBILITIES

Tasty Bits Catering shall be responsible for providing and performing the following:

1. Provide nutritionally balanced, diverse, well-prepared, and tasteful meals, food items and beverages which may consist of the following options: Hot entrees, soup, salads, sandwiches, dessert item(s) fruit, grill service and a variety of beverage options.
2. Provide professional services in a manner that will assure the quality, appropriateness and acceptance of all meals, food items and beverages prepared and served. The contractor shall comply with all local and state sanitation requirements in the preparation of food.
3. Provide all raw food, condiments, materials, supplies and equipment necessary for the preparation and provision of meals and food items.
4. Provide expertise, management, staff, and preparation skills for the consistent, timely service of meals, food items and beverages. All food and beverages are to be served in a sanitary manner with proper and professional supervision.

5. Provide all supplies such as plates, trays, utensils, glassware, take out containers and utensils, pots, pans, warmers, and all necessary items for serving meals and keeping food hot or cold.
6. The Contractor shall at all times maintain an adequate staff to provide competent, experienced management and properly trained qualified personnel. Staffing levels must be adequate to provide for vacations, sickness, resignations, and/or discharges of personnel. All staff of the contractor who work on GCPRC property will be required to pass a background check.
7. The Contractor shall immediately inform the Crossroads Village Manager of any condition that will affect the preparation and service of meals, food items, beverages, and catering services. The Crossroads Village Manager will oversee all Food and Beverage Contractor operations and manage the cafeteria, Catering and Concessions Agreement.
8. Responsible for any damage done to County and GCPRC property as a result of the Contractor.
9. The Contractor shall clean all areas of the Restaurant/Grill operations. This includes but is not limited to clean up of food preparation, food service, dining area, equipment, dumpster locations and disposal of trash. The Contractor shall maintain a neat and orderly operation at all times. The Contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the GCPRC and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling. The Contractor shall clean the kitchen and dining room areas.
10. The Contractor shall be responsible for setting a fair, and mutually agreeable, price for meals, price for meals, concession items and catering services that will fully support the operations of the GCPRC. Patrons of the GCPRC will pay for all meals, snacks, food, beverage, and catering services. The GCPRC will not be responsible for subsidizing the Cafeteria, Catering and Concession operations.
11. The Contractor shall adhere to all required Federal, State and Local licenses, permits, public health certificates and public safety inspections for the provision of all food, beverage, and catering services at their own expense. It is the sole responsibility of the contractor to find out what is required and to pay fees where applicable.
12. Provide monthly reports to the Genesee County Parks and Recreation Commission indicating Commission indicating Gross sales revenue for the month if Contractor does not use our point-of-sale equipment.
13. The Contractor shall pay a percent of gross sales as provided in their proposal and/or negotiated to operate and manage the Mill Street Warehouse and Dining Room, Crossroads Café, and the Lake Side Grill Restaurant, for the provision of food, beverage, Cafeteria, Catering and Concession services. The payment shall be paid monthly to the Genesee County Parks and Recreation Commission.
14. All equipment provided by the Contractor and existing equipment provided by the GCPRC shall be the sole responsibility of the Contractor. The Contractor shall replace, maintain and repair (per manufacturer recommendations) all equipment used for the cafeteria operations at Contractor's expense.

A. All food preparation and serving equipment owned by GCPRC shall remain on the premises of the GCPRC. The GCPRC shall not be responsible for loss or damage to equipment owned by the contractor and located on the GCPRC premises.

B. The Contractor shall notify the GCPRC of any equipment belonging to the contractor on GCPRC premises within ten (10) days of its placement on GCPRC premises.

C. The GCPRC, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the GCPRC.

D. The Contractor shall surrender to the GCPRC upon termination of the contract, all GCPRC equipment and furnishings in good repair and condition.

E. The Contractor and the GCPRC shall inventory the equipment and commodities owned by the GCPRC, including but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils. This will be performed at the beginning of the contract and at the beginning of each successive contract year if the renewal option is utilized.

15. All personnel of the Contractor shall be dressed appropriately to provide food service under good sanitary conditions and consistent with the themes for the various operations as accepted by the GCPRC.

16. Roving convenience beverage sites may be provided for large special events but will not need to be supplied by the contractor for general daily visitors.

17. The Contractor shall place garbage and trash in containers in designated areas as specified by the GCPRC. The GCPRC shall remove all garbage and trash from the designated areas.

18. The Contractor shall not use the GCPRC's facilities to produce food, meals, or services for other organizations without the approval of the GCPRC. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the Contractor to the GCPRC for such facility usage.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2024

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  Randy Samson 3493 W Vienna Rd Clio, MI 48420	CONTACT NAME: Christine Hoard PHONE (A/C, No, Ext): 810-686-0240 E-MAIL ADDRESS: Christine@randysamson.com FAX (A/C, No): 810-686-1004														
INSURED Tasty Bits, LLC 10253 Farrand Rd Clio, MI 48420	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER B: State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	25143	INSURER B: State Farm Mutual Automobile Insurance Company	25178	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

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	ADD INSD	SUB 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		92-G2-R209-3	02/23/2024	02/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		D72 4164-C21-22	03/21/2024	09/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 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	92-G3-P162-2	03/14/2024	03/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Genesee County as additional insured.

CERTIFICATE HOLDER**CANCELLATION**Genesee County
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

Randy Samson by C. Hoard, SSA

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Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-315

Agenda Date: 4/17/2024

Agenda #: 2.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Michael Noonan, Deputy Director Facilities and Operations

RE: Facilities and Operations to create a career pathway to ensure optimal staffing to support county building maintenance, county employees and the public that visit County Facilities.

BOARD ACTION REQUESTED:

Approval of a plan to update the structure of positions within the Facilities and Operations Department. This will create a career pathway to ensure a strategic approach to ensure optimal staffing to support county building maintenance, county employees and the public that visit County facilities daily.

BACKGROUND:

The changing landscape of the trades industry and difficulty in recruitment has forced F&O to strategically review operations, job classifications, and requirements to ensure organizational optimization. We have had difficulty in filling positions and to ensure we are adequately staffed to meet the needs and demands of the County's facilities.

DISCUSSION:

Creating a career pathway allows us to hire and train staff in a manner that creates opportunity for individuals to obtain on the job training and skills that can lead to promotional opportunities. This allows F&O to ensure we have a diverse workforce with the necessary skills and abilities to support the County's needs as well as provide for ongoing succession planning. This also supports recruiting and retention efforts as well as aligning with industry standards. This plan includes the creation of the following positions: Laborer I, II, and III, Apprentice, Mechanic I and Mechanic II.

IMPACT ON HUMAN RESOURCES:

Human Resources will be responsible for posting and filling positions.

IMPACT ON BUDGET:

A budget amendment is attached for the cost for the remainder of the FYE 2024 fiscal year of \$35,301. The annual increase will be \$63,970.32. General Funds for this position will come from accounts 1010-265.00-702.000, 1010-267.00-702.000, and 1010-309.00-702.000 and related fringe accounts.

IMPACT ON FACILITIES:

Minimal increase of budget to ensure F&O can appropriately staff County facilities to ensure proper maintenance. Better workforce and improved facility conditions.

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

Inclusive and Collaborative culture by promoting equitable opportunities as well as retaining and recruiting individuals with diverse backgrounds and experiences which embraces diversity, equity, and inclusion strategies in hiring and promoting. Promoting Community Growth by creating a career pathway that raises wages which retains and attracts workers to Genesee County. Promoting Healthy, Livable, and Safe Communities by ensuring County buildings are properly maintained for employees and the public we serve.

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 Deputy Director of the Facilities and Operations Department to authorize creating and filling new positions within the department that align with industry standards and updating the structure of all positions to create a career path for current and new employees, said additional cost for this plan to be paid from accounts 1010-265.00-702.000, 1010-267.00-702.000, and 1010-309.00-702.000 and related fringe accounts, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 17, 2024 meeting of the Public Works Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.

F/O Career Path Positions Scales

Laborer I

Start	After 1st Year	After 2nd Year
35,500	37,743	40,042
17.0673	18.1459	19.2510

Laborer II

Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year
42,000	45,200	47,465	48,636	49,862
20.1923	21.7308	22.8195	23.3827	23.9722

Laborer III

Start	After 1st Year	After 2nd Year
49,862	51,135	52,519
23.9722	24.5841	25.2496

Maint Mech Apprentice

Start	After 1st Year	After 2nd Year	After 3rd Year
49,862	51,135	52,519	53,856
23.9722	24.5840	25.2496	25.8921

Maint Mech I, Locksmith

Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year
53,856	55,202	56,306	57,432	58,581
25.8921	26.5394	27.0702	27.6116	28.1638

Maint Mech II

Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year
58,581	60,072	61,908	63,456	65,043	66,669
28.1638	28.8806	29.7637	30.50779	31.27049	32.0522

Maint Mech Crew Leader

Start	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year
64,232	66,068	67,616	69,203	70,829
30.8806	31.7637	32.5078	33.2705	34.0522

LABORER I

GENERAL STATEMENT OF DUTIES: Performs routine building and landscape maintenance tasks of a general nature including snow removal, lawn maintenance, material handling and janitorial duties; works under the supervision of a Building Maintenance Supervisor; performs related duties as required; Maybe required to work nights and weekends.

STATEMENT OF TASKS:

Performs landscape maintenance using tractors with mowing deck, trailers, powered hand mower, gas and/or electric trimmers and blowers, landscape hand tools, spreaders, sprayers, edgers and chainsaws;
Performs minor building maintenance utilizing and maintaining equipment such as hammers, saws, screwdrivers, pliers, mops, brooms, window squeegees, measuring tapes and powered hand tools such as drills, saws and grinders, wet/dry vacuum cleaners, etc.;
Washes walls, windows and performs other janitorial duties;
Removes snow and ice using tractor with plow, snow blower, truck with plow, hand tools and spread salt by hand and spreader;
Performs minor maintenance on equipment utilized;
Changes light bulbs in a variety of fixtures;
Moves furniture using approved methods and equipment;
Unloads supplies and materials and delivers them to appropriate areas;
Stocks supply closets;
Assists maintenance mechanics as needed;
Paints building and grounds areas and equipment and assists the painter as needed;
Assists in building walls and hanging and finishing drywall;
Unclogs toilets and drains using approved methods including powered drain cleaners;
Performs rough and finish carpentry and painting on County facilities and equipment;
Drives a truck for general hauling of supplies, equipment and material.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of and a working ability to use a variety of tools both hand and powered;
Knowledge of landscape maintenance and lawn mowers;
Ability to operate trucks and tractors for a variety of functions including landscape maintenance and snow removal;
Knowledge of and an ability to perform minor equipment maintenance and repairs;
Ability to work with a minimum of supervision;
Ability to follow oral and written instructions;
Ability to attend work regularly and work under stressful conditions;

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES (cont.):

Ability to work independently, collaboratively, and respectfully in a complex, multicultural work environment that values diversity, equity, and inclusion.

MINIMUM QUALIFICATIONS:

High school diploma or GED.

SPECIAL QUALIFICATIONS:

Must possess a valid Michigan driver's license.

Human Resources Director

Established: February 16, 2024

LABORER II

GENERAL STATEMENT OF DUTIES: Performs routine building and landscape maintenance tasks of a general nature including snow removal, lawn maintenance, material handling and janitorial duties; works under the supervision of a Building Maintenance Supervisor; performs related duties as required; may be required to work nights and weekends or on call.

STATEMENT OF TASKS:

Performs landscape maintenance using tractors with mowing deck, trailers, powered hand mower, gas and/or electric trimmers and blowers, landscape hand tools, spreaders, sprayers, edgers and chainsaws;
Performs minor building maintenance utilizing and maintaining equipment such as hammers, saws, screwdrivers, pliers, mops, brooms, window squeegees, measuring tapes and powered hand tools such as drills, saws and grinders, wet/dry vacuum cleaners, etc.;
Washes walls, windows and performs other janitorial duties;
Removes snow and ice using tractor with plow, snow blower, truck with plow, hand tools and spread salt by hand and spreader;
Performs minor maintenance on equipment utilized;
Changes light bulbs in a variety of fixtures;
Moves furniture using approved methods and equipment;
Unloads supplies and materials and delivers them to appropriate areas;
Stocks supply closets;
Assists maintenance mechanics as needed;
Paints building and grounds areas and equipment and assists the painter as needed;
Assists in building walls and hanging and finishing drywall;
Unclogs toilets and drains using approved methods including powered drain cleaners;
Other duties as assigned;
Performs rough and finish carpentry and painting on County facilities and equipment;
Drives a truck for general hauling of supplies, equipment and material.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of and a working ability to use a variety of tools both hand and powered;
Knowledge of landscape maintenance and lawn mowers;
Ability to operate trucks and tractors for a variety of functions including landscape maintenance and snow removal;
Knowledge of and an ability to perform minor equipment maintenance and repairs;
Knowledge of Drywall and finishing techniques;
Knowledge of small equipment preventive maintenance;
Knowledge of snow removal and snow removal equipment;

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES (cont.):

Ability to work with a minimum of supervision.

Ability to follow oral and written instructions.

Ability to attend work regularly and work under stressful conditions.

Ability to work independently, collaboratively, and respectfully in a complex, multicultural work environment that values diversity, equity, and inclusion.

MINIMUM QUALIFICATIONS:

High school diploma or GED **-AND-** two (2) years as Laborer I for Genesee County Facilities and Operations.

-OR-

Two (2) years' experience in maintenance work, above janitorial, in an office building, housing complex, construction field or similar.

SPECIAL REQUIREMENTS:

Must possess a valid Michigan driver's license.

Human Resources Director

Established: February 2024

LABORER III

GENERAL STATEMENT OF DUTIES: Performs routine building and landscape maintenance tasks of a general nature including snow removal, lawn maintenance, material handling and janitorial duties; works under the supervision of a Building Maintenance Supervisor; performs related duties as required.

STATEMENT OF TASKS:

Performs landscape maintenance using tractors with mowing deck, trailers, powered hand mower, gas and/or electric trimmers and blowers, landscape hand tools, spreaders, sprayers, edgers and chainsaws;
Performs minor building maintenance utilizing and maintaining equipment such as hammers, saws, screwdrivers, pliers, mops, brooms, window squeegees, measuring tapes and powered hand tools such as drills, saws and grinders, wet/dry vacuum cleaners, etc;
Washes walls, windows and performs other janitorial duties;
Removes snow and ice using tractor with plow, snow blower, truck with plow, hand tools and spread salt by hand and spreader;
Performs minor maintenance on equipment utilized;
Changes light bulbs in a variety of fixtures;
Moves furniture using approved methods and equipment;
Unloads supplies and materials and delivers them to appropriate areas;
Stocks supply closets;
Assists maintenance mechanics as needed;
Paints building and grounds areas and equipment and assists the painter as needed;
Assists in building walls and hanging and finishing drywall;
Unclogs toilets and drains using approved methods including powered drain cleaners;
Maybe required to work nights and weekends or On Call;
Performs rough and finish carpentry and painting on County facilities and equipment;
Drives a truck for general hauling of supplies, equipment and material;
Other duties as assigned.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of and a working ability to use a variety of tools both hand and powered;
Knowledge of landscape maintenance and lawn mowers;
Ability to operate trucks and tractors for a variety of functions including landscape maintenance and snow removal;
Knowledge of and an ability to perform minor equipment maintenance and repairs;
Knowledge of Drywall and finishing techniques;
Knowledge of small equipment preventive maintenance;
Knowledge of removal and snow removal equipment without leadership;

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES (cont.):

Ability to work without supervision;
Ability to follow oral and written instructions;
Ability to attend work regularly and work under stressful conditions;
Ability to work independently, collaboratively, and respectfully in a complex, multicultural work environment that values diversity, equity and inclusion.

MINIMUM QUALIFICATIONS:

High school diploma or GED **-AND-** Two (2) years as a Labor II for Genesee County Facilities and Operations **-AND-** Pass a Genesee County skills test.

-OR-

Four (4) years' experience in maintenance work, above janitorial, in an office building, housing complex, construction field or similar **-AND-** Pass a Genesee County skills test.

SPECIAL REQUIREMENTS:

Must possess a valid Michigan driver's license.

Human Resources Director

Established: February 2004

LOCKSMITH

GENERAL STATEMENT OF DUTIES: Perform a wide range of locksmith and electronic access system duties, including the installation, maintenance and repair of locks, doors and hardware; opening of locks on doors and safes; changing of lock combinations in state facilities. There are three classifications in this job. Developing knowledge is required at the intermediate level, considerable knowledge is required at the experienced level and thorough knowledge is required at the advanced level.

STATEMENT OF TASKS:

Disassembles locks such as padlocks, safe locks and door locks and repairs or replaces worn tumblers, springs and other parts;
Changes pin lock cylinders and safe combinations;
Removes broken keys and repairs malfunctioning locks;
Cuts keys by code or duplication;
Maintains key and combination records;
Installs and repairs locks on furniture, cabinets and other items;
Fits and installs doors and related hardware;
Installs or repairs hydraulic door closers and electronic door operators using hand and power tools;
Performs electronic access control programming and manages electronic access system databases;
Installs, repairs and maintains electronic access control systems, components and hardware;
Designs and develops access control applications;
Orders parts and supplies and maintains inventory records;
May assist in training lower-level workers or prisoners;
Performs related work as assigned.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of the standard methods, procedures and various types of locks and tools used in the installation, maintenance and repair of locks, doors and hardware;
Knowledge of the latest locks, locking systems and electronic security devices;
Knowledge of electronic access standard methods and procedures used in the installation and programming of electronic access systems;
Knowledge of access equipment, card access control panels, card readers, infra-red readers and other electronic access equipment;
Knowledge of typical control strategies utilized in electronic building access applications;
Knowledge of the occupational hazards and safety precautions of locksmithing;
Skill in the use and operation of various hand and power tools;
Skill in the installation of locks, doors and hardware;

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES (cont.):

Skill in diagnosing the cause of lock and door malfunctions;
Ability to study and comprehend new technology.
Ability to work with a minimum of supervision;
Ability to follow oral and written instructions;
Ability to attend work regularly and work under stressful conditions;
Ability to work independently, collaboratively, and respectfully in a complex, multicultural work environment that values diversity, equity, and inclusion.

MINIMUM QUALIFICATIONS:

High school diploma or GED **-AND-** four (4) years' experience as a locksmith in a commercial or government office space.

SPECIAL REQUIREMENTS:

Must possess valid Michigan driver's license.

Human Resources Director

Date Established: February 2024

MAINTENANCE CREW LEADER

GENERAL STATEMENT OF DUTIES: Performs a wide variety of building maintenance tasks; works under general supervision; performs related duties as required; guides staff and assigns work orders to Maintenance Mechanics within the department; works hand in hand with supervisors on work assignments, planning and scheduling.

STATEMENT OF TASKS:

Repairs office furniture and other office equipment;
Performs rough and finish carpentry and painting on County facilities and equipment;
Services, repairs and installs HVACR systems Including boilers and chillers;
Services, repairs and installs plumbing;
Services, repairs and installations of mechanical equipment;
Services, repairs and installs electrical systems;
Monitors computerized temperature control systems;
Assigns work to lower-level Maintenance Mechanics, Trades Helpers and/or prisoners;
Provides training in the proper methods to carry out maintenance assignments;
Inspects work to assure proper installation, maintenance and repair of buildings and equipment. Requisitions and/or purchases supplies, materials, tools, machine parts and other necessary equipment;
Prepares material and labor estimates to assure proper purchasing and distribution;
Maintains records and prepares reports related to the work regarding equipment, supplies and materials;
Prepares written reports on projects and equipment conditions. Ensures the proper use, care and storage of tools and equipment.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Good knowledge of power and hand tools used in building and equipment maintenance;
Good knowledge of carpentry, painting, plumbing, HVACR and electrical trades;
Ability to operate power equipment safely and effectively;
Ability to use tools safely and effectively;
Ability to understand and follow complex oral and written instructions;
Ability to work with a minimum of supervision;
Ability to utilize a computer for areas such as but not limited to work orders, temperature control systems, communications, etc.
Ability to attend work regularly and work under stressful conditions.
Ability to work independently, collaboratively and respectfully in a complex, multicultural work environment that values diversity, equity and inclusion.

MINIMUM QUALIFICATIONS:

Five (5) years as Maintenance Mechanic II for Genesee County Facilities and Operations **-AND-** Possess EPA type I & II or type III (universal) **-AND-** Possess certification in HVAC, Plumbing or Electrical.

SPECIAL REQUIREMENTS:

Must possess a valid Michigan driver's license.

Must have the ability to pass a Fit Test for PPE (Personal Protection Equipment).

PHYSICAL/ADDITIONAL REQUIREMENTS:

May be required to work on buildings and equipment containing ACM's (Asbestos Containing Material) on maintenance related issues.

Human Resources Director

Established: February 2024

MAINTENANCE MECHANIC APPRENTICE

GENERAL STATEMENT OF DUTIES: Performs a variety of building maintenance tasks while in a training capacity; works under general supervision and may receive direction and training from a Maintenance Mechanic; performs duties as required.

STATEMENT OF TASKS:

Repairs office furniture and other office equipment;
Performs concrete and masonry work;
Performs rough carpentry and painting on County facilities and equipment;
Services and repairs HVACR systems;
Services and repairs plumbing and equipment;
Services and repairs mechanical equipment;
Services and repairs electrical equipment;
Assists maintenance mechanics;
Monitors building automation systems;
Inputs work into CMMS software to document work functions.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of power and hand tools used in building and equipment maintenance;
Some knowledge of carpentry, painting, plumbing, HVACR and electrical trades;
Ability to operate equipment safely and effectively;
Ability to understand and follow complex written and oral instructions;
Ability to work with a minimum of supervision;
Ability to utilize a computer for work orders, emails and building automation systems;
Ability to work in correctional facilities and work in high stress situations;
Ability to work independently, collaboratively and respectfully in a complex, multicultural work environment that values diversity, equity and inclusion.

MINIMUM QUALIFICATIONS:

Two (2) years' experience as a Laborer III with Genesee County Facilities and Operations
-AND- Pass a Genesee County skills test.

Maintenance Mechanic Apprentice
Page 2

SPECIAL REQUIREMENTS:

Must possess a valid Michigan driver's license.

Must successfully complete the following within three (3) years of holding position:

1. Educational program consisting of five (5) classes of job-related nature.
2. EPA certification 608 type I & II or universal.

Failure to complete and successfully promote within three (3) years will result in a demotion to Laborer III.

Human Resources Director

Date Established: February 16, 2024

MAINTENANCE MECHANIC I

GENERAL STATEMENT OF DUTIES: Performs a wide variety of building maintenance tasks; works under general supervision; performs related duties as required; maybe required to work nights and weekends or On Call.

STATEMENT OF TASKS:

Repairs office furniture and other office equipment;
Performs rough and finish carpentry and painting on County facilities and equipment;
Services, repairs and installs HVACR systems Including boilers and chillers;
Services, repairs and installs plumbing;
Services, repairs and installations of mechanical equipment;
Services, repairs and installs electrical systems;
Monitors computerized temperature control systems.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Good knowledge of power and hand tools used in building and equipment maintenance;
Good knowledge of carpentry, painting, plumbing, HVACR and electrical trades;
Ability to operate power equipment safely and effectively;
Ability to use tools safely and effectively;
Ability to understand and follow complex oral and written instructions;
Ability to work with a minimum of supervision;
Ability to utilize a computer for areas such as but not limited to work orders, temperature control systems, communications, etc.;
Ability to handle pesticides safely;
Ability to attend work regularly and work under stressful conditions;
Ability to work independently, collaboratively and respectfully in a complex, multicultural work environment that values diversity, equity and inclusion.

MINIMUM QUALIFICATIONS:

Two (2) years as a Maintenance Mechanic Apprentice for Genesee County Facilities and Operations **-AND-** Pass a Genesee County skills test **-AND-** Possess EPA certification I & II or III (universal).

-OR-

High school diploma or GED **-AND-** Four (4) years' maintenance experience which included work in HVAC, electrical or plumbing in an office building, commercial or industrial setting **-AND-** Possess EPA certification I & II or III (universal) **-AND-** Pass a Genesee County skills test.

MINIMUM QUALIFICATIONS (continued):

-OR-

Certified as a State Mechanical Contractor's License **-AND-** Possess EPA certification I & II or III (universal) **-AND-** Pass a Genesee County skills test.

SPECIAL REQUIREMENTS:

Must possess a valid Michigan driver's license.

Must have the ability to pass a Fit Test for PPE (Personal Protection Equipment).

PHYSICAL/ADDITIONAL REQUIREMENTS:

May be required to work on buildings and equipment containing ACM's (Asbestos Containing Material) on maintenance related issues.

Human Resources Director

Established: February 2024

MAINTENANCE MECHANIC II

GENERAL STATEMENT OF DUTIES: Performs a wide variety of building maintenance tasks; works under general supervision; performs related duties as required; maybe required to work nights and weekends or On Call.

STATEMENT OF TASKS:

Repairs office furniture and other office equipment;
Performs rough and finish carpentry and painting on County facilities and equipment;
Services, repairs and installs HVACR systems Including boilers and chillers;
Services, repairs and installs plumbing;
Services, repairs and installations of mechanical equipment;
Services, repairs and installs electrical systems;
Monitors computerized temperature control systems;
Works independently majority of the time;
Travels from facility to facility as workload demands;
Orders parts as needed for facility needs;
Recommends solutions for repair or replacement of equipment in all county facilities.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Good knowledge of power and hand tools used in building and equipment maintenance;
Good knowledge of carpentry, painting, plumbing, HVACR and electrical trades;
Ability to operate power equipment safely and effectively;
Ability to use tools safely and effectively;
Ability to understand and follow complex oral and written instructions;
Ability to work with a minimum of supervision;
Ability to utilize a computer for areas such as but not limited to work orders, temperature control systems, communications, etc.;
Ability to handle pesticides safely;
Ability to attend work regularly and work under stressful conditions;
Ability to work independently, collaboratively and respectfully in a complex, multicultural work environment that values diversity, equity and inclusion.

MINIMUM QUALIFICATIONS:

Three (3) years as Maintenance Mechanic I for Genesee County Facilities and Operations
-AND- Possess EPA certification I & II or III (universal).

-OR-

High school diploma or GED **-AND-** Certification in HVAC, Plumbing or Electrical **-AND-** Six (6) years' maintenance experience working in an office building, commercial or industrial setting.

SPECIAL REQUIREMENTS:

Must possess a valid Michigan driver's license.

Must have the ability to pass a Fit Test for PPE (Personal Protection Equipment).

PHYSICAL/ADDITIONAL REQUIREMENTS:

May be required to work on buildings and equipment containing ACM's (Asbestos Containing Material) on maintenance related issues.

Human Resources Director

Established: February 16, 2024

DESCRIPTION: B&G Reorg

GL #	DESCRIPTION	Increase/(Decrease)
1010-309.00-702.000	SALARIES & WAGES	2,413.00
1010-309.00-709.000	SOCIAL SECURITY	781.00
1010-309.00-713.000	OVERTIME	7,262.00
1010-309.00-714.000	LONGEVITY	962.00
1010-309.00-723.000	POST-RETIREMENT BENEFIT	6,091.00
1010-309.00-728.000	RETIREMENT	17,429.00
1010-309.00-729.000	WORKERS COMPENSATION	314.00
1010-309.00-730.000	UNEMPLOYMENT	49.00

35,301.00

APPROVED BY: _____

DESCRIPTION: B&G Reorg

GL #	DESCRIPTION	Increase/(Decrease)
1010-309.00-702.000	SALARIES & WAGES	2,413.00
1010-309.00-709.000	SOCIAL SECURITY	781.00
1010-309.00-713.000	OVERTIME	7,262.00
1010-309.00-714.000	LONGEVITY	962.00
1010-309.00-723.000	POST-RETIREMENT BENEFIT	6,091.00
1010-309.00-728.000	RETIREMENT	17,429.00
1010-309.00-729.000	WORKERS COMPENSATION	314.00
1010-309.00-730.000	UNEMPLOYMENT	49.00



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-325

Agenda Date: 4/17/2024

Agenda #: 3.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Parks Request to Award ITB #24-359 - 115 Pound Railroad Switch

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to award ITB #24-359 - 115 Pound Railroad Switch to Menards Industries, in an amount not to exceed \$31,550.00.

BACKGROUND:

The Huckleberry Railroad is increasing the safety of the railroad by installing a new switch to straighten the line of track connecting the rail yard to the main line for operation. The current line has two curves and proves difficult to back cars around.

The Railroad has seven tracks coming into the rail yard off the main line. Since the addition of the new storage building on Track 5, wooden railroad coaches are backed in and out often to be kept out of the elements. The angle of Track 5 is sharp and difficult to safely snake railroad cars into the new storage building. The addition of the 115RE switch will straighten Track 5.

DISCUSSION:

ITB #24-359 was advertised by Genesee County Purchasing Department. Two bids were received. Menards Industries was the lowest bid.

Bids were reviewed by the Parks Director, Director of Railroad Operations, and Parks Operations Manager.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expense to be paid from account 5080-000.00-156.000.

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the safety of park patrons, staff, and our facilities.

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 an expenditure and Purchase Order to Menards Industries, in an amount not to exceed \$31,550.00, for the purchase of a 115RE railroad switch for Huckleberry Railroad, said expenditure to be paid from account 5080-000.00-156.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 17, 2024 meeting of the Public Works Committee of this Board).



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: ☐ (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: ☐ 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
- b. Grant Funded: 3) ____ (Go to Question
- c. Millage Funded: 4) ____ (Go to Question
- 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template X**
- 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: ____

- 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: ____ No: X

- 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.

BID TAB**ITB #24-359 - 115RE RAILROAD SWITCH****HUCKLEBERRY RAILROAD**

COMPANY	COST
MENARDS IND	\$31,550
TECHNOLOGY INT'L	\$46,884

COST FORM

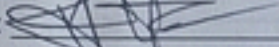
PROJECT: ITB #24-359 115 Pound Railroad Switch

Description	Quantity	Unit Price	Extended Amount
New rigid bolted Frog 115RE	1	\$ 9700	\$ 9700
Relay - Guard Rails with plates and hardware - 115RE	2	\$ 2600	\$ 5200
New Switch Plates set for 115RE (boltless adjustable gauge through heel places with braces/clips and hook twins per set)	1	\$ 6430	\$ 6430
New Switch Points KNIFE 115RE-LH 16'6" per ea	1	\$ 1990	\$ 1990
New Switch Points KNIFE 115RE-RH 16'6" per ea	1	\$ 1990	\$ 1990
New Rods No 1 per ea	1	\$ 275	\$ 275
New Rods No 2 per ea	1	\$ 195	\$ 195
Heel blocks	2	\$ 535	\$ 1070
Pair comp bars (70 lb to 90 lb)	2	\$ 550	\$ 1100
*Miscellaneous components that are not listed above, but may be needed for switch being priced		\$	\$
Estimated shipping cost to: 6140 N Bray Rd., Flint, MI 48505	1	\$ 3600	\$ 3600
Total Cost			\$ 31,550

*If miscellaneous components or parts are needed, please list separately along with cost

Name of Company

Name (Print): Munard's Industries d/b/a Munard's Railroad Materials

Signature: 

Title: Director - Kansas City Office

Date: 2/20/24

SIGNATURE PAGE
GENESEE COUNTY ITB #24-359
115 Railroad Switch

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 ITB,
3. has not engaged in any collusive actions with any other potential proposers for this ITB,
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 bid 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 _____ issued as part of the ITB:

Conflict of Interest:

☒ 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 bid.

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 Bid.

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

Name (typed): JASON FLECK

Signature: [Signature] Title: Director - Kansas City Office

Date: 2/20/24

Company: Menards Industries d/b/a Menards Railroad Materials

Federal Employee Identification Number (FEIN): 74-3217689

DUNS Number: N/A

Contact Person of company representative for matters regarding this ITB

Jason Fleck Director - Kansas City Office
CONTACT NAME POSITION

12052 Homestead Rd. Houston TX 77050
MAILING ADDRESS CITY STATE ZIP CODE

816-769-7070 N/A jason@menardsrail.com
PHONE FAX E-MAIL



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-365

Agenda Date: 4/17/2024

Agenda #: 4.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Parks Contract Amendment - ROWE Professional Services (Atlas Connector)

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of a third amendment to the contract with ROWE Professional Services Company to revise the total contract amount from \$508,883.00 to \$583,883.00, a \$75,000.00 increase, for services related to the Iron Bell Trail - Atlas Connector project.

BACKGROUND:

Genesee County executed a Professional Services Contract, by RES-2021-727, for ROWE Professional Services to provide design engineering services and construction engineering services for the Iron Belle Trail section.

The contract was amended twice since, following refinement of scope of services and budget for additional professional services related to the project.

DISCUSSION:

The parties wish to amend the contract to revise the total contract amount from \$508,883.00 to \$583,883.00, a \$75,000.00 increase, following modified scope of services and fees for the project. The additional funds will be used for completion of Phase 1 construction engineering, utility items, and project management.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

To be paid from account 2088-782.01-974.000.

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This amendment supports providing services to resident and visitors of Genesee County, embraces collaboration with other entities to provide services and create safer and healthier communities.

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

LADIES AND GENTLEMEN:

WHEREAS, a Professional Services Contract between Genesee County and ROWE Professional Services was executed, by RES-2021-727, pursuant to which ROWE Professional Services would provide Design Engineering Services and Construction Engineering Services for the Iron Belle Trail - Atlas Connector section, in an amount not to exceed \$197,283.00; and

WHEREAS, an amendment to the contract was executed by RES-2022-313, increasing the contract from \$197,283.00 to \$424,783.00, following refinement of scope of services and budget for additional professional services, including revisions based on MDOT specifications, permitting from SHPO, water and waste services, and EGLE; and

WHEREAS, an amendment to the contract was executed increasing the contract from \$424,783.00 to \$508,883.00, a \$84,100.00 increase, budgeting for additional professional services; and

WHEREAS, the Parties wish to amend the contract amount from \$508,883.00 to \$583,883.00, a \$75,000.00 increase, for the completion of Phase 1 construction engineering, utility items, and project management for the Iron Belle Trail - Atlas Connector project.

NOW THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize an amendment to the Professional Services Contract between Genesee County and ROWE Professional Services, increasing the total contract amount from \$508,883.00 to \$583,883.00, a \$75,000.00 increase, for

services related to the Iron Belle Trail - Atlas Connector project, to be paid from account 2088-782.01 -974.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 17, 2024 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.



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

No: ____ 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? Amendment

- 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
- c. Millage Funded: 4) _____ (Go to

3) What is the vendor providing? Question 5)

- 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

- 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: _____ No: X

- 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.

SECOND AMENDMENT TO ROWE PROFESSIONAL SERVICES CONTRACT FOR IRON BELLE TRAIL – ATLAS CONNECTOR

This Amendment is effective April 24, 2024, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and ROWE Professional Services, a Michigan Corporation, whose principal place of business is located at 540 S. Saginaw Street, Suite 200, Flint, MI 48502 (the “Contractor”) (the Contractor and the County together, the “Parties”).

WHEREAS, the Parties executed a Professional Services Contract, RES-2019-200 (the “Agreement 1”), pursuant to which the Contractor would provide Design Engineering Services for the Iron Belle Trail – Atlas connector, in an amount of \$53,402.00, effective April 1, 2019 to October 1, 2019; and

WHEREAS, the Parties executed a Professional Services Contract, RES-2021-727 (the “Agreement 2”), pursuant to which the Contractor would provide additional Design Engineering Services and Construction Engineering Services for the Iron Belle Trail – Atlas Connector Phase I – Atlas to Mancour Drive, in an amount of \$197,283.00, effective August 25, 2021 through the life of the project; and

WHEREAS, the Parties executed an amendment to Agreement 2 revising the total contract amount from \$197,283.00 to \$424,783.00, a \$227,500.00 increase, following refinement of scope of services and budget for additional professional services for services related to the Iron Belle Trail – Atlas Connector Phase II, Mancour Drive to Grand Blanc Middle School; and

WHEREAS, the Parties executed an amendment to Agreement 2 to revise the total contract amount from \$424,783.00 to \$508,883.00, a \$84,100.00 increase, budgeting for additional professional services, recording a total of \$562,285.00 awarded to the Contractor, to date, for the completion of services related to the Iron Belle Trail – Atlas Connector Phase II, Mancour Drive to Grand Blanc Middle School; and

WHEREAS, the Parties wish to amend Agreement 2 to revise the total contract amount from \$508,883.00 to \$583,883.00, a \$75,000.00 increase, following modified scope of services and fees for the project; and

WHEREAS, the additional funds will be used for completion of Phase 1 construction engineering services, utility items, and project management.

NOW THEREFORE, the Parties agree as follows:

1. Total contract amount increased \$75,000.00 to an amount not to exceed \$583,883.00 for the work associated with Agreement 2 for the Iron Belle Trail – Atlas Connector; and
2. The remaining terms of the agreement remain unchanged and in full effect.

3. Execution of this Amendment is authorized by Resolution # _____
issued by the Genesee County Board of Commissioners.

ROWE PROFESSIONAL SERVICES

COUNTY OF GENESEE

By: _____

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

Date: _____



February 23, 2024

Mr. Barry June, Director
Genesee County Parks and Recreation Commission
5045 Stanley Road
Flint, MI 48506

RE: Iron Belle Trail – Atlas Connector
Professional Engineering Services

Dear Mr. June:

ROWE Professional Services Company appreciates the opportunity to continue to provide you with engineering services for the above-mentioned project. As you are aware, ROWE has been working on this project since 2019 and there has been some changes and delays to the project in the years since. We are providing the following information regarding the modified scope of services and fees for this project.

In May 2023, Agreement 3 was approved regarding additional services related to comments from State Historical Preservation Office (SHPO), Genesee County Drain Commission – Water and Waste Services (GCDC/WWS) and Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Subsequent to that, the work period for Phase 1 construction has extended beyond our original scope. Our original construction engineering (CE) fees were based upon a 10-week construction period. In our 2022 amendment we estimated our CE fees for a second phase of construction and increased our budget to the current amount.

Phase 1 construction was extended for various reasons including utility relocations, extensive subgrade undercutting and weather. ROWE had been meeting monthly for a year prior to construction to coordinate utility items and still this provided various issues. Construction began June 21, 2023, and was suspended in November 2023 due to winter weather conditions.

ROWE has met with the contractor to discuss the remaining work items and estimates there are 30 workdays remaining to complete construction of Phase 1. Based on escalation from 2019 to 2024 rates and our additional time and forecast to completion we are asking for an additional \$75,000 for the CE of Phase 1.

It was understood in May 2023 that Genesee County Parks and Recreation Commission (GCPRC) is working to secure additional funding for Phase 2. At that time, we stated that ROWE would likely have additional costs for construction engineering of Phase 2.

SINCE 1962

Mr. Barry June, Director
February 23, 2024
Page 2

As GCPRC continues to seek funding for Phase 2, we have an adjusted CE budget amount of \$230,000. We have not included this amount in our current change order request instead this budget number is being provided to the GCPRC for you information when looking at the overall budget for the Phase 2 construction. We will make this request when the progress schedule has been established.

The table below is a summary of the current approved contract amounts and additional design services budgets.

Task	Current	Additional	Total
Base Plan	\$71,899	\$0	\$71,899
Preliminary Plans	\$135,836	\$0	\$135,836
Final Plans	\$55,550	\$0	\$55,550
Construction Eng.	\$299,000	\$75,000	\$374,000
Total	\$562,285	\$75,000	\$637,285

The additional \$75,000 in professional services fees amounts to an **adjusted authorization limit of \$637,285.**

We have appreciated the team approach with the county and stakeholders in overcoming challenges in an efficient way that provides long-term sustainability for the Iron Belle extension. We look forward to continuing to provide engineering services to best meet your needs. Please contact me with any questions.

Sincerely,
ROWE Professional Services Company

Doug Schultz, PLA
Senior Project Manger

Cc: Patrick Linihan, Deputy Director

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PROFESSIONAL SERVICES CONTRACT

PHASE 1 PE AND CE FOR IRON BELLE TRAIL – ATLAS TO WHITE TAIL DRIVE

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 **ROWE Professional Services**, a Michigan Corporation, whose principal place of business is located at **540 S. Saginaw Street, Suite 200, Flint, MI 48502** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **August 25, 2021**, and shall be effective through the completion of Phase 1 of the Design and Construction Engineering for the Iron Belle Trail, non-motorized trail from Village of Atlas to White Tail Drive (the “Initial Term”).

1.2 Extension Terms

None.

2. Scope of Work

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

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **\$197,283.00**. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit C (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. 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 **Jacob Maurer** (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.

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, 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 agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

14.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

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.

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

16.1.3. Exhibit B – The Certificate of Insurance

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 Severability and Survival

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

16.8 Interpretation

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

16.9 Remedies

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

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

ROWE PROFESSIONAL SERVICES COUNTY OF GENESEE

By: _____
ROWE Professional Services

Date: _____

DocuSigned by:
By: Mark Young
Mark Young, Chairperson
Board of County Commissioners
1/7/2021

Date: _____

EXHIBIT A

Description of the Services

ROWE Professional Services to provide the following services:

Additional Design Engineering Services (Phase I) (\$68,283.00):

- Revise plans based on the new MDOT 2020 standards for specifications (40 hours)
- MDOT letting (50 hours)
- Secure permits
 - State Historic Preservation Officers (SHPO)
 - Water and waste services (WWS)
 - Michigan Department of Environment, Great Lakes, and Energy (EGLE)
- Complete new National Environmental Policy Act (NEPA) process
- Submit and attend grade inspection (GI) plan review
- Assist with grants and securing funding sources

Construction Engineering Services (\$129,000.00):

- Phase 1 – 1.8-mile route
- Perform all construction administration
- Address issues or questions that may arise from contractors, township, or property owners
- Schedule construction progress meetings
- Provide construction inspection
- Complete construction staking
- Complete construction materials laboratory testing

FIRST AMENDMENT TO ROWE PROFESSIONAL SERVICES CONTRACT FOR IRON BELLE TRAIL – ATLAS CONNECTOR

This Amendment is effective May 4, 2022, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and ROWE Professional Services, a Michigan Corporation, whose principal place of business is located at 540 S. Saginaw Street, Suite 200, Flint, MI 48502 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, RES-2019-200 (the "Agreement 1"), pursuant to which the Contractor would provide Design Engineering Services for the Iron Belle Trail – Atlas connector, in an amount of \$53,402.00, effective April 1, 2019 to October 1, 2019; and

WHEREAS, the Parties executed a Professional Services Contract, RES-2021-727 (the "Agreement 2"), pursuant to which the Contractor would provide additional Design Engineering Services and Construction Engineering Services for the Iron Belle Trail – Atlas Connector Phase I – Atlas to Mancour Drive, in an amount of \$197,283.00, effective August 25, 2021 through the life of the project; and

WHEREAS, the Parties wish to amend Agreement 2 to revise the total contract amount from \$197,283.00 to \$424,783.00, a \$227,500.00 increase, following refinement of scope of services and budget for additional professional services, recording a total of \$478,185.00 awarded to the Contractor, to date, for the completion of services related to the Iron Belle Trail – Atlas Connector Phase II, Mancour Drive to Grand Blanc Middle School; and

WHEREAS, the additional funds will be used for work associated with additional design and construction engineering services, revisions based on MDOT specifications, and permitting from SHPO, water and waste services, and EGLE; and

NOW THEREFORE, the Parties agree as follows:

1. Total contract amount increased \$227,500.00 to an amount not to exceed \$424,783.00 for the work associated with Agreement 2 for the Iron Belle Trail – Atlas Connector; and
2. The remaining terms of the agreement remain unchanged and in full effect.
3. Execution of this Amendment is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

ROWE PROFESSIONAL SERVICES

COUNTY OF GENESEE

By: _____

Doug Schultz

Date: _____

Digitally signed by Doug Schultz
DN: C=US,
E=dschultz@rowepsc.com,
CN=Doug Schultz
Date: 2022.04.06 13:24:38-04'00'

DocuSigned by:

By: _____

Domonique Clemons
Domonique Clemons, Chairman
Board of County Commissioners

5/4/2022

Date: _____

SECOND AMENDMENT TO ROWE PROFESSIONAL SERVICES CONTRACT
FOR IRON BELLE TRAIL – ATLAS CONNECTOR

This Amendment is effective May 24, 2023, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and ROWE Professional Services, a Michigan Corporation, whose principal place of business is located at 540 S. Saginaw Street, Suite 200, Flint, MI 48502 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, RES-2019-200 (the "Agreement 1"), pursuant to which the Contractor would provide Design Engineering Services for the Iron Belle Trail – Atlas connector, in an amount of \$53,402.00, effective April 1, 2019 to October 1, 2019; and

WHEREAS, the Parties executed a Professional Services Contract, RES-2021-727 (the "Agreement 2"), pursuant to which the Contractor would provide additional Design Engineering Services and Construction Engineering Services for the Iron Belle Trail – Atlas Connector Phase I – Atlas to Mancour Drive, in an amount of \$197,283.00, effective August 25, 2021 through the completion of Phase I; and

WHEREAS, the Parties executed an amendment to Agreement 2 revising the total contract amount from \$197,283.00 to \$424,783.00, a \$227,500.00 increase, following refinement of scope of services and budget for additional professional services for services related to the Iron Belle Trail – Atlas Connector Phase II, Mancour Drive to Grand Blanc Middle School; and

WHEREAS, the Parties wish to amend Agreement 2 to revise the total contract amount from \$424,783.00 to \$508,883.00, a \$84,100.00 increase, budgeting for additional professional services, recording a total of \$562,285.00 awarded to the Contractor, to date, for the completion of services related to the Iron Belle Trail – Atlas Connector Phase II, Mancour Drive to Grand Blanc Middle School; and

WHEREAS, the additional funds will be used for completion of a drainage study, updated design based on the drainage study, EGLE comments and route changes, additional wetland delineation, additional easements, rebidding Phase I; and additional geotechnical investigation.

NOW THEREFORE, the Parties agree as follows:

1. Total contract amount increased \$84,100.00 to an amount not to exceed \$508,883.00 for the work associated with Agreement 2 for the Iron Belle Trail – Atlas Connector; and
2. The term of Agreement 2 (Section 1.1) is amended include and be effective through the completion of the Iron Belle Trail - Atlas Connector Phase II, Mancour Drive to Grand Blanc Middle School.
3. The scope of the work shall be amended to include the additional work for ROWE to track and document as follows:

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

LADIES AND GENTLEMEN:

WHEREAS, a Professional Services Contract between Genesee County and ROWE Professional Services was executed, by RES-2021-727, pursuant to which ROWE Professional Services would provide Design Engineering Services and Construction Engineering Services for the Iron Belle Trail - Atlas Connector section, in an amount of \$197,283.00; and

WHEREAS, an amendment to the contract was executed, by RES-2022-313, increasing the contract from \$197,283.00 to \$424,783.00, following refinement of scope of services and budget for additional professional services, including revisions based on MDOT specifications, permitting from SHPO, water and waste services, and EGLE; and

WHEREAS, the Parties wish to amend the contract amount from \$424,783.00 to \$508,883.00, a \$84,100.00 increase, budgeting for additional professional services for the completion of services related to the Iron Belle Trail - Atlas Connector Phase II, Mancour Drive to Grand Blanc Middle School.

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize an amendment to the Professional Services Contract between Genesee County and ROWE Professional Services, increasing the total contract amount from \$424,783.00 to \$508,883.00, a \$84,100.00 increase, for services related to the Iron Belle Trail - Atlas Connector Phase II, to be paid from account 2088-782.01-974.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the June 7, 2023 meeting of the Public Works Committee of this Board) and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.

- Complete a drainage study regarding increased enforcement of surface water management by GCDC Water and Waste Services and update design accordingly.
 - Respond to additional design changes based on EGLE comments after initial acceptance (related to the existing abutments on Mancour Drive).
 - Additional wetland delineation for Phase 2 due to extension west to Grand Blanc Middle School.
 - Securing additional easements including coordination with Genesee County Road Commission (GCRC) for an easement on Mancour Drive.
 - Additional costs for re-bidding Phase 1 and adjusting bid backage to eliminate tree removal items.
 - Survey, title research and re-design costs for new Phase 2 route around the greenhouse at Vassar Road due to inability to secure an easement to the south. Includes additional wetland delineation and geotechnical investigation.
4. The remaining terms of the agreement remain unchanged and in full effect.
 5. Execution of this Amendment is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

ROWE PROFESSIONAL SERVICES

By: _____

Date: _____

COUNTY OF GENESEE

By: _____

Ellen Ellenburg, Chairperson
Board of County Commissioners

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2024

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800)969-4041 FAX (A/C, No): (800)969-4081 E-MAIL ADDRESS: Certs@pciaonline.com														
INSURED ROWE PROFESSIONAL SERVICES CO 540 S SAGINAW ST STE 200 Ste 200 FLINT MI 48502	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: CNA Insurance</td><td></td></tr><tr><td>INSURER B: XL Specialty Ins. Co.</td><td>37885</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CNA Insurance		INSURER B: XL Specialty Ins. Co.	37885	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 24-25 A11****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"/> X, C, U <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		7036250848	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Architects & Engineers Professional \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			7036250851	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		7036250820	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 <input checked="" type="checkbox"/> N	N/A	7036250834	1/1/2024	1/1/2025	<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
B	Professional Liability Contractual Liability			DPR5021930	1/1/2024	1/1/2025	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

Genesee County is named as Additional Insured as respects to the General Liability Policy and would apply so long as required within a written contract.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 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 Mike Cosgrove/SUNNY <i>Michael Cosgrove</i>

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ACORD 25 (2014/01)

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INS025 (201401)

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

10020004870362508485598



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Nat'l Fire Ins Co of Hartford

Insured Name: ROWE PROFESSIONAL SERVICES CO

Policy No: 7036250848

Endorsement No: 11

Effective Date: 01/01/2024