

October 10, 2017

The regular meeting of the Otsego County Board of Commissioners was held at the County Building at 225 West Main Street, Room 100, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Paul Beachnau, followed by the Pledge of Allegiance led by Trisha Adam.

Roll Call:

Present: Julie Powers, Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Commissioner Duane Switalski requested the motion to approve C2AE Contract Proposal for the Gaylord Gateway Trailhead be removed from the consent agenda and placed under new business.

Consent Agenda:

Motion by Commissioner Paul Liss, seconded by Commissioner Paul Beachnau, to approve the Regular minutes of September 28, 2017 with attachments as presented. Ayes: Unanimous.

Motion by Commissioner Paul Liss, seconded by Commissioner Paul Beachnau, to approve the reappointment of Melanie Youngs to the Otsego County DHHS Board to a term expiring on October 31, 2020. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Paul Beachnau, to approve the reappointment of Salvatore Candela to the Otsego County Board of Canvassers to a term expiring on October 20, 2021. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Paul Beachnau, to approve the reappointment of Larry Corell to the Otsego County Board of Canvassers to a term expiring on October 20, 2021. Ayes: Unanimous. Motion carried.

Committee Reports:

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to award bid 2017-11 to Feeny of Gaylord for the purchase of a pickup truck for Parks and Recreation. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

Rachel Frisch reported the Building Authority met regarding the Library expansion project, all of the bids have been received, going to break ground this week; tennis court paving project completed; boiler project started at the Alpine Center; attended Parks and Recreation meeting, good camping season; attending the Hayes Township meeting tonight and attending the Elmira Township meeting tomorrow night.

Department Head Report: None.

City Liaison, Township, Village Representative:

Michelle Noirot from Bagley Township commended Jim Mouch on doing a great job.

Correspondence: None.

New Business:

Motion by Commissioner Paul Beachnau, seconded by Commissioner Ken Glasser, to approve C2AE Contract Proposal for the Gaylord Gateway Trailhead. Ayes: Julie Powers, Paul Beachnau, Paul Liss, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Duane Switalski. Motion carried. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Ken Glasser, to approve the October 3, 2017 Warrant in the total amount of \$164,879.74. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Rob Pallarito, to approve the October 10, 2017 Warrant in the amount of \$222,334.08. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito reported a joint land use study second public hearing is tonight at 6:00 p.m. at Camp Grayling, building 3.

Commissioner Ken Glasser had no report.

Commissioner Bruce Brown had no report.

Commissioner Paul Liss reported on the Northeast Community Corrections program was awarded money.

Commissioner Paul Beachnau reported that the budget meeting process has started, meeting every Tuesday at 1:30 pm; Pigeon River advisory meeting October 19, 2017 at 5:30 p.m.; next year marks the 100th anniversary of the elk herd re-introduction.

Commissioner Julie Powers reported on the City council meeting, tabled marijuana facilities indefinitely.

Commissioner Duane Switalski had no report.

Commissioner Doug Johnson reported on the Parks and Recreation meeting, looking at improvements at the dog park; issues at the ranger station at the County Park, break ins, camera's put in; Halloween weekend was full both weekends at the campground; getting a new truck from Feeny.

Commissioner Ken Borton is attending the MAC Environmental regularity affairs committee meeting in Lansing; met with the Vanderbilt Schools superintendent.

Meeting adjourned at 10:12 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk

October 4, 2017

Ms. Rachel Frisch, Administrator
Otsego County
225 W. Main Street
Gaylord, MI 49735

Re: Proposal for Professional Services: Otsego County "Gaylord Gateway" Trailhead

Dear Rachel,

C2AE is pleased to present this proposal for the preparation of plans, specifications, and bidding documents for the development of a new trailhead on the north side of Main Street and the east side of the Lake State Railroad, downtown Gaylord. The trailhead facility will be owned by the MDNR, but leased to Otsego County. The MDNR has transferred an Iron Belle Trail (IBT) grant in the amount of \$80,000 to Otsego County to cover the costs of the engineering design phase services. C2AE has previously completed a conceptual plan and cost opinions for this trailhead facility.

C2AE has completed numerous roadside enhancement and trail development projects throughout Michigan, and has extensive experience working with the Michigan Department of Natural Resources. Altogether, C2AE has completed more than 120 miles of trail projects, numerous park restroom/pavilion facilities, and assisted our clients in obtaining more than \$40 million in grant funding over the last 15 years. C2AE is also currently designing the related and integral Otsego County Iron Belle Trail project for 2018 construction.

PROJECT UNDERSTANDING

C2AE understands that Otsego County requires professional services to develop plans and specifications for site and building improvements at the Otsego County "Gaylord Gateway" Trailhead. The overall goal for the project is to increase vehicular and pedestrian access and amenities for both non-motorized and snowmobile users. The project engineering design phase is being funded by an Iron Belle Trail (IBT) grant that has been transferred from the MDNR to Otsego County. This allows the County to select the engineering consultant and be an integral part of the design team, since it is anticipated that the County will maintain the facilities. A grant application for the construction phase has been submitted to the Michigan Natural Resources Trust Fund (MNRTF). Announcements for funding are anticipated in late 2017. As such, the design and construction documents will be prepared to comply with the MNRTF requirements, and the MDNR will be a key part of the design team.

C2AE has previously completed the conceptual design phase for this Trailhead facility. A conceptual plan of the project and a preliminary cost opinion are included in this proposal. It is anticipated that the project will include the following key elements:

- Vehicular access from Main Street and Mitchell Street.
- Pedestrian connections from Main Street and Mitchell Street
- Gated linkage to the Iron Belle Trail for non-motorized users as well as a separate gated access for snowmobile users.
- Decorative concrete patio, with a local art/sculpture focal point to tie in with the City's streetscape theme and the County's courthouse lawn fountain.
- A pavilion building

- A year round restroom building
- Car and RV/Trailer parking
- Snowmobile parking area
- Ornamental fencing
- Site grading and landscaping
- Bicycle amenities
- Interpretive signage

Professional services required for compliance with state guidelines and requirements include project management, architecture, civil, electrical and mechanical engineering, landscape architecture and surveying.

PROJECT APPROACH

C2AE's approach to this project will mirror our other successful urban design projects, where an emphasis of careful preliminary analysis, close client contact throughout the project development, and communication with all appropriate parties prior to commencing planning and design is stressed.

We will approach this project by segmenting it into various tasks. C2AE will provide our in-house team of qualified architects, landscape architects, engineers and technicians, as necessary to complete the various tasks outlined within this scope of work. These tasks will be used to describe the process and acknowledge completion of necessary project milestones. The tasks and products required to complete this work are described as follows in the order in which they will be performed.

SCOPE OF WORK (BASIC SERVICE)

Phase 1 - Construction Documents

Task 1 – Project Kick-Off Meeting

C2AE will meet with the County and DNR for a project kick-off meeting. During this meeting the following items will be specifically addressed:

- a. Review the C2AE Project Management Plan, schedule, and budget and establish/confirm milestone submittal dates.
- b. Establish project lines of communication/coordination, as well as review the proposed communications plan.
- c. Review the previously developed concept plan and cost opinions.
- d. Confirm and define strategies relative to site development, including structures, amenities, orientation, vehicular and pedestrian flow, etc.
- e. Discuss and establish the desired level of quality for the final design. We intend to incorporate design elements, materials, and aesthetic/functional principals established for other municipal development projects.

Task 2 – Survey

An accurate base map is necessary for the successful completion of the site design for the project. C2AE has previously obtained aerial mapping of the project area for the design of the Trail project. This aerial survey will be supplemented with a field topographic survey for additional detail and more accurate grade information.

Task 3 - Base Map

Utilizing the boundary and topographic mapping, C2AE will develop a base plan for use during development of the final design drawings at a 24"x36" drawing format.

Task 4 – Design Drawings and Specifications

C2AE will prepare final design drawings and specifications (contract documents) as required for competitive public bid. C2AE will review the progress of the drawings and specifications at the 60% and 100% completion stage. These documents shall consist of the following:

- Site demolition and clearing plans
- Grading plan
- Soil erosion control and sedimentation plan (if necessary)
- Building floor plans, elevations and sections
- Site utilities plan
- Site lighting and security plan
- Site landscape plan indicating improvements and geometrics
- Architectural and engineering details as necessary to construct the project
- Special details for the railroad crossings
- Project specifications including Owner requirements and general and technical sections
- A final estimate of probable construction cost (engineer's estimate)

Task 5 – Public Information/Public Input

C2AE will prepare presentations and attend public meetings as desired by the County and DNR for obtaining public input and providing information for this project.

Phase 2 - Bidding and Phase 3 Construction (to be provided at a future date)

SCHEDULE

Due to the likelihood of funding through the MNRTF Program, final award of the project funding is not anticipated until early summer of 2018. C2AE's design process will be geared to having completed construction documents, ready for bidding, by April/May of 2018.

FEE

C2AE will complete the work listed in the Scope of Work, Basic Services on a time and materials basis with a maximum not to exceed amount of \$80,000 (the amount of the DNR grant). It is not anticipated that the full amount will be utilized, and any excess will be applied toward the bidding and construction phases of the project.

This fee will not be exceeded without the written authorization of the County. Invoices will be presented to the City on a monthly basis reflecting the level of work completed and are due upon receipt.



The proposed scope of services, fee estimate and standard contract provisions are included as part of this proposal. We appreciate the opportunity to submit this proposal for consideration. If this proposal is acceptable, please sign in the space provided below and return one copy to our office. If you have any questions related to this proposal, please contact us at your convenience. Thank you for your consideration.

Sincerely,

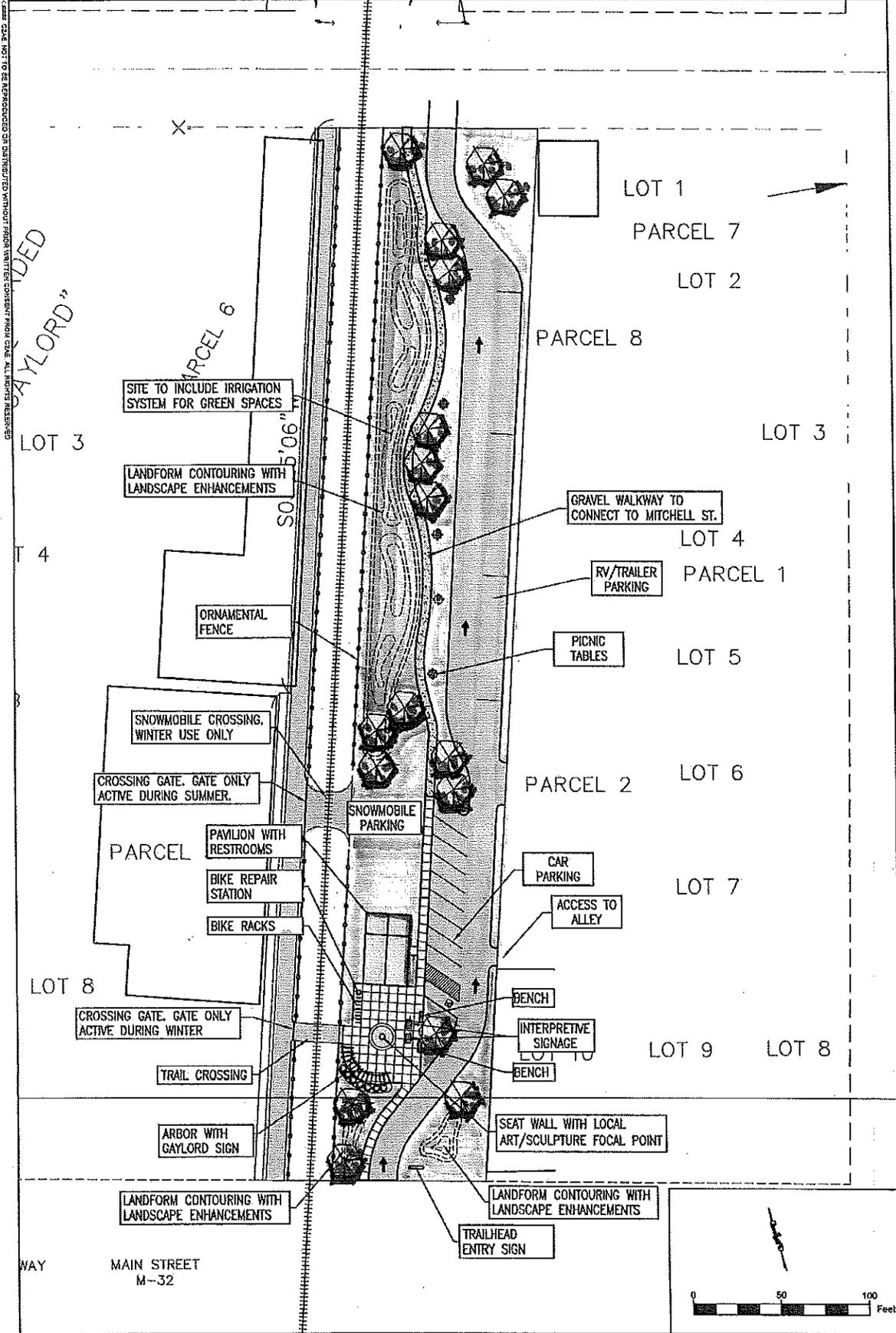
C2AE

ACCEPTED:
Otsego County, Michigan

Larry M. Fox, P.E.
Project Manager | Principal Owner

BY: _____

DATE: _____



THIS PLAN IS TO BE APPROVED OR REJECTED BY THE BOARD OF SUPERVISORS FROM GAYLORD, MICHIGAN. ALL RIGHTS RESERVED.

UNDEVELOPED
 "GAYLORD"

PRELIMINARY CONCEPT #3
 DATE: 2/24/10
 DRAWN BY: ERIC VANESSA
 CHECKED BY: TRAVIS MCDARYL

**IRON BELLE TRAIL
 GAYLORD TRAILHEAD**
 GAYLORD, MI



**Otsego County Iron Belle Trail
 Proposed Gaylord Gateway Trailhead Development
 Preliminary Opinion of Probable Construction Costs**

Main Street to Mitchell Street

Trailhead Site

#	Code	Description	Quantity	Units	UnitPrice	Total
1		Mobilization, Max.	1	LS	\$40,000.00	\$40,000.00
2		Site Preparation & Site Excavation	2453	Syd	\$5.00	\$12,265.00
3		Aggregate Base, 6 inch	1960	Syd	\$4.75	\$9,310.00
4		HMA, LVSP (3 inch)	350	Ton	\$80.00	\$28,000.00
5		Sidewalk, Conc, 4 inch	1900	Sft	\$4.00	\$7,600.00
6		Sidewalk, Decorative	1260	Sft	\$12.00	\$15,120.00
7		Aggregate Surface Cse, 6 inch Special	300	Syd	\$8.00	\$2,400.00
8		Fill Dirt Placement/Landform Grading	700	Cyd	\$20.00	\$14,000.00
9		Restroom Building	1	LS	\$195,000.00	\$195,000.00
10		Pavilion Building	1	LS	\$199,000.00	\$199,000.00
11		Arbor with Sign	1	LS	\$10,000.00	\$10,000.00
12		Bike Rack	8	Ea	\$900.00	\$7,200.00
13		Bike Repair Station	1	Ea	\$1,500.00	\$1,500.00
14		Interpretive Signage	2	Ea	\$15,000.00	\$30,000.00
15		Bench	2	Ea	\$2,000.00	\$4,000.00
16		Drinking Fountain/Water Bottle Station	1	Ea	\$2,000.00	\$2,000.00
17		Entry Sign	1	Ea	\$3,000.00	\$3,000.00
18		Art/Sculpture	1	Ea	\$10,000.00	\$10,000.00
19		Seat Wall	50	Ft	\$400.00	\$20,000.00
20		Picnic Table	5	Ea	\$1,500.00	\$7,500.00
21		Oranmental Fence, Steel (with gates)	1190	Ft	\$35.00	\$41,650.00
22		Site Restoration	3350	Syd	\$6.00	\$20,100.00
23		Landscaping Trees and Plants	1	LS	\$7,500.00	\$7,500.00
24		Irrigation	1	LS	\$8,000.00	\$8,000.00
25		Decorative Street Light	4	Ea	\$5,200.00	\$20,800.00
26		Decorative Bollard Light	8	Ea	\$2,500.00	\$20,000.00
27		Site Electrical	1	LS	\$25,000.00	\$25,000.00
28		Electric Service	1	LS	\$5,000.00	\$5,000.00
29		Natural Gas Service	1	LS	\$5,000.00	\$5,000.00
30		Drainage Structure	4	Ea	\$2,000.00	\$8,000.00
31		12 inch dia. Storm Sewer	400	Ft	\$25.00	\$10,000.00
32		1 inch dia. Water Service	1	LS	\$4,000.00	\$4,000.00
33		Sanitary Sewer Service	1	LS	\$3,800.00	\$3,800.00
SUBTOTAL=						\$796,745.00
CONTINGENCY & ENGINEERING =						\$199,186.25
TOTAL=						\$995,931.25

1. Includes ornamental fencing along both sides of the railroad tracks.
2. Includes decorative concrete or paver sidewalk for 40% of proposed concrete/patio.

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the Otsego County, Gaylord, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses,

allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.

- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed \$80,000.
- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. Jobsite Safety: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- U. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or

adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- V. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- W. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- X. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

July 20, 2017

Ms. Rachel Frisch, County Administrator
County of Otsego
225 West Main St.
Gaylord, MI 49735

Dear Ms. Frisch:

SUBJECT: RTP 2016-07-04 – County of Otsego
Recreation Trails Program – Memo of Understanding

Enclosed is the above mentioned MOU executed by the Department of Natural Resources (DNR) for your files.

If you have questions, please contact Bruce Currier via e-mail at CurrierB1@michigan.gov, or call 517-284-6092.

Sincerely,

Jacklin Blodgett, Chief
Administrative Services Section
517-284-6085

Enclosure

cc: Mr. Paul Yauk, DNR
Ms. Kriss Bennett, DNR



GRANT AGREEMENT NUMBER
RTP16-07-04

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
FOR THE
RECREATION TRAILS PROGRAM CFDA-20.219

*This information is required by authority of Part 711 of Act 451 of 1994,
as amended, to qualify for reimbursement.*

Grantee County of Otsego	
Attention <i>Rachel Frisch</i> John East , County Administrator	
Address 225 West Main Street	
City, State, ZIP Gaylord, MI 49735	
Telephone (989) 731-7522 <i>7523</i>	Federal Employer Identification Number (FEIN) 38-6004882

It is expressly understood by and between the parties hereto that the proposal bears the above Grant Agreement Number and associated documents including all attachments, are by this reference made part of this understanding. All materials bearing this number constitute the entire understanding between the parties.

An agreement is made between the MICHIGAN DEPARTMENT OF NATURAL RESOURCES (hereinafter called the Department; State Trails Coordinator, contracting officer) and the above-named Grantee for funding Engineering and design of Trailhead in Gaylord, MI along the Iron Belle Trail.

The project period shall be from signed to September 30, 2018. This understanding shall convey a sum of money for eligible costs, but which shall not in any event exceed Eighty Thousand \$80,000 dollars.

All projects will comply with the Americans with Disabilities Act of 1990.

All work must comply with State and Federal guidelines rules, regulations, and laws.

Additional guidelines and specifications for this agreement:

- **Project Coordination:** The Department contact for this project is Emily Meyerson, hereinafter referred to as the Coordinator. The Grantee will confer regularly with the Coordinator on the progress of this project.
- **Certification Regarding Suspension and Debarment: Sec. 3016.35 Sub Awards to debarred and suspended parties:** By signing this MOU the grantee certifies that: the grantee, sub-grantees and/or any party who receives an award as a result of this MOU has not been debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Any false statement on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment. If you are unable to certify to these statements, please attach a written explanation.
- **Payment:** Where applicable, the Department agrees to reimburse the Grantee for authorized expenditures upon verification of actual expenditures up to 90 percent of the grant amount. The Department will pay the final 10 percent upon project completion and final audit. Total payment under this grant is not to exceed the actual costs or \$80,000, whichever is less. Initial request for payment shall be made by completing *Request for Grant Reimbursement, PR4121*, (additional forms are available from the address at the end of this agreement). All requests for payment must be submitted quarterly and received by the Department no later than the 15th of the month following the end of the quarter. A final request must be made by **October 15, 2018**. Requests for payment must include copies of invoices and cancelled checks for all expenditures.
- **Fiscal Control and Accounting Procedures:** In addition to the summary documentation submitted to the Department, the Grantee will maintain complete financial records. Documents required to be maintained for audit include: purchase orders, vouchers, authorized payments, and time records for individual employee(s) charged to this program. All financial records for this Grant will be retained by the Grantee until audit, or for a minimum of three (3) years, whichever is less. Records under audit will be retained until the audit is closed.
- **Procurement:** The Grantee will use their own procurement procedures provided they reflect applicable state and local laws and regulations, to include low bidder competition bid process, as applicable.

- **Prevailing Wage and Fringe Benefits:** Any sub-contractor performing work under this agreement must comply with the requirements of P.A. 166 of 1965.
- **Insurance:** The Grantee will add the State of Michigan, Department of Natural Resources, as an additional insured party on Grantee's liability insurance policy. Proof of liability insurance must be supplied to the State Trails Coordinator prior to the Department releasing any reimbursements for this grant.
- **Changes:** From time to time, changes may be needed in the scope or an extension of the project and the grant. All changes must be submitted in writing to the Coordinator and approved by the Department 45 days prior to September 30, 20 . Changes implemented prior to approval by the Department will not be eligible for reimbursement.
- **Audits:** The project and related reports are subject to audit by the Department. This may include both financial audits and site visits.
- **Hold Harmless:** Each party to this agreement will be responsible for its own negligent acts, including the acts of its officers, agents, and employees.
- **Right of Cancellation:** This grant agreement may be cancelled by either party upon giving thirty (30) days' written notice to that effect to the other party.

The individuals or officers signing on behalf of the parties to this Agreement certify by their signatures that they have read, understand and agree to comply with this Agreement, and have the authority to enter into this Agreement on behalf of the Grantee.

DEPARTMENT COORDINATOR

Printed Name: PAUL YANK Title: State Trails Coordinator
 Signature: *Paul Yank* Date: 7/20/17

GRANTEE'S REPRESENTATIVE(S)

Printed Name: Rachel Frisch Title: County Administrator
 Signature: *Rachel Frisch* Date: 7.6.17

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Please sign and return both copies to:

Non Motorized Grant Coordinator, Trails Section
 PARKS AND RECREATION DIVISION
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES
 PO BOX 30257
 LANSING MI 48909

A fully executed copy will be returned for Grantee's files to the address provided on page 1.

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: BID 2017-11 Award Bid to Feeny	AGENDA DATE: October 10, 2017
AGENDA PLACEMENT: Committee Reports, A. Parks & Recreation Commission, Item 1.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Tim Hanley, Finance Director/Asst. County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The Parks & Recreation Commission has recommended the purchase of a new truck; Otsego County received 5 sealed bids for the purchase and awarded BID 2017-11 to Feeny Chrysler-Gaylord.

RECOMMENDATION:

Staff requests approval of the purchase of a new truck from Feeny Chrysler-Gaylord for Parks & Recreation according to BID 2017-11.



**OTSEGO COUNTY ADMINISTRATION
 BID REGISTER LOG/PRELIMINARY TABULATION SHEET**

BID NUMBER: 2017-11

DATE/TIME BIDS DUE: Friday, September 22 at Noon

TITLE: Parks and Recreation Pickup Truck

DATE/TIME OF BID OPENING: Friday, September 22 at 2:30pm

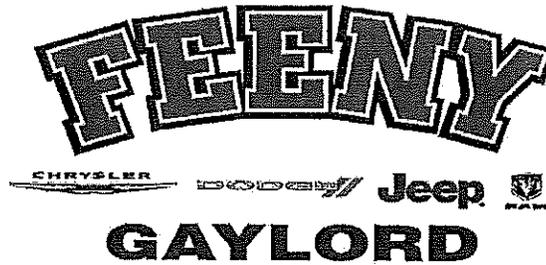
ADVERTISED: Yes

BID DEPOSIT REQUIRED: N/A

ADDENDUM/DATES:

BIDS/PROPOSAL RECEIVED

	COMPANY NAME	LOCATION	PRELIMINARY TOTAL BID	PRELIMINARY RANK
1.	Wagar Motors	Gaylord, MI	\$39,946.00 \$36,750 with 5% local variance	5
2.	Feeny	Gaylord, MI	\$32,521.00 \$30,895 with 5% local variance	1
3.	Signature Ford	Owosso, MI	\$31,612.00	2
4.	Todd Wenzel Buick	Westland, MI	\$32,128.00	3
5.	Jim Wernig	Gaylord, MI	\$36,000.00 \$34,200 with 5% local variance	4
6.				
7.				
8.				
9.				
10.				



9/20/2017

Rachel Frisch
Otsego County Administrator
225 W. Main Street, Room 203
Gaylord, MI 49735

Below is the bid amount for a new 2018 Ram 2500 Regular Cab. Vehicle Factory Warranty 3yr/36,000 mile bumper to bumper and 5yr/60,000 mile on Power Train Warranty.

Please allow 10 to 12 weeks for delivery from the day we place the order.

1. New 2018 Ram 2500 Regular Cab Pickup truck with the V-Blade Western Plow total bid **\$32,521**

Rust Preventive/Paint Sealant, fabric protector and undercoating - \$695.00 (optional)

Sincerely,

Gus Batsikouras
Sales/Fleet Manager
Feeny Chrysler Dodge Jeep Ram of Gaylord
P 989-732-5991
Email: sales@yahoo.com

FEENY CHRYSLER JEEP DODGE OF GAY
 1001 MANKOWSKI ROAD
 GAYLORD, MI 497359201

Configuration Preview

Date Printed: 2017-09-19 10:55 AM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 00LST Otsego County, MI
 FAN 2:
 Client Code:
 Bid Number: TB8071
 PO Number:
 Sold to: Ship to: FEENY CHRYSLER JEEP DODGE OF GAYLORD (44696)
 FEENY CHRYSLER JEEP DODGE OF GAYLORD (44696)
 1001 MANKOWSKI ROAD 1001 MANKOWSKI ROAD
 GAYLORD, MI 497359201 GAYLORD, MI 497359201

Vehicle: 2018 2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box) (DJ7L62)

	Sales Code	Description	MSRP(USD)
Model:	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	35,345
Package:	26A	Customer Preferred Package 26A	0
	EZC	5.7L V8 HEMI VVT Engine	0
	DFP	6-Spd Automatic 66RFE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	95
	-X8	Black/Diesel Gray	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	WBN	18X8.0 Steel Wheels	145
	AJY	Popular Equipment Group	545
	YEP	Manuf Statement of Origin	0
	CK9	Delete Carpet	0
	BAD	180 Amp Alternator	0
	AD2	Snow Chief Group	845
	AJW	Power Accessory Group	545
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB8071	Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			1,395
Total Price:			<u>38,915</u>

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Customer Name: Otsego County
 Customer Address: 225 W Main Street
 Gaylord MI 49735 USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.