



**TIFA 2A & TIFA 2B
REGULAR VIRTUAL MEETING AGENDA FOR
MONDAY, JULY 20, 2020 7:00 P.M.
TO BE HELD VIA ZOOM.COM AS DETAILED IN THE INSTRUCTIONS
ATTACHED**

161 E. GRAND RIVER AVE. WILLIAMSTON, MI 48895

Phone (517) 655-2774 Fax (517) 655-2797

Website- www.williamston-mi.us

1. Call to Order – 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call
4. Audience Participation- Maximum 5 minutes per presentation. Subject matter on non-agenda items only.
5. Approval of Agenda
6. TIFA Special Meeting Minutes of May 21, 2020
7. Accounts Payable
8. Staff Reports
 - a. City Treasurer
9. Action Items
 - a. Appointment of Chair, Vice Chair, Secretary, Treasurer, and Recording Secretary
 - b. Elevator Street Corridor Utilities and Road Design Engineering Agreement
 - c.
10. Discussion Items
 - a.
 - b.
11. Information Received
 - a.
 - b.
12. Outstanding Issues- No Action/No Discussion
 - a. 781 Progress Court Building
 - b. Re-plat
13. Audience Participation – Maximum 5 minutes per presentation. Subject matter on non-agenda items only.
14. Attorney Comments
15. TIFA Member Comments
16. Adjournment

Individuals with disabilities requiring special assistance who are planning to attend a TIFA meeting should contact the City Clerk by writing or calling in advance of the meeting that will be attended.

**THE NEXT REGULAR MEETING OF THE WILLIAMSTON
TIFA BOARD WILL BE HELD ON AUGUST 17, 2020 AT 7:00 PM IN THE
CITY HALL COUNCIL CHAMBERS.**

Important Message from the Williamston City Hall Clerk's Office:

The Williamston TIFA 2A/TIFA 2B will be holding a virtual meeting on

Monday, July 20, 2020 at 7:00 p.m.

Due to the COVID-19 State of Emergency declared by the Governor's Executive Order 2020-129, as well as recommendations for social distancing, the Regular Meeting of the Williamston TIFA 2A/TIFA 2B will be conducted via remote participation. All members of the public will be permitted to participate during the public comment portion of the meeting. The standard time limits will apply.

To participate remotely:

Copy and paste the link below or call a number below for audio connection.

Topic: Williamston TIFA 2A/TIFA 2B Meeting

Time: July 20, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting:

<https://us02web.zoom.us/j/83203162879>

Meeting ID: 832 0316 2879

One tap mobile

+19292056099, 83203162879# US (New York)

+13017158592, 83203162879# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 832 0316 2879

Find your local number: <https://us02web.zoom.us/j/83203162879>

For special accommodations, please call the Williamston City Clerk's Office at
517-655-2774 ext. 102 to make arrangements.

Holly M. Thompson, City of Williamston City Clerk



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**CITY OF WILLIAMSTON
TIFA 2A & TIFA 2B
MAY 21, 2020
REGULAR MEETING MINUTES**

1. Call To Order:

The virtual meeting was called to order at 7:00 p.m. by Chairman Pete Porciello, and the Pledge of Allegiance was recited. Due to the COVID-19 State of Emergency declared by the Governor's Executive Order 2020-75, as well as recommendations for social distancing, this regular meeting was conducted via remote participation.

3. Roll Call:

Chairman Peter Porciello, Vice Chair Paul Joseph, TIFA Members Kenneth Szymusiak, Denise White, Dan Rhines, Robert McPherson, and John Roy Castillo. Absent: Bruce Bellingar.

Also Present: City Clerk Holly Thompson, City Manager Corey Schmidt, and TIFA Attorney John Gormley.

Motion by **Joseph**, second by **Rhines**, to excuse Bellingar. Yes: Szymusiak, Porciello, White, Rhines, McPherson, Joseph, Castillo. No: None. **Motion passed.**

4. Audience Participation:

Chairman Porciello called for public comments at this time and there were none.

5. Approval of Agenda:

Motion by **Szymusiak**, second by **McPherson**, to approve the agenda as presented. Yes: McPherson, White, Porciello, Joseph, Szymusiak, Rhines, Castillo. No: None. **Motion passed.**

6. TIFA Special Meeting Minutes of October 17, 2019 & Special Minutes of October 24, 2019:

Motion by **Rhines**, second by **Szymusiak**, to approve the October 17, 2019 regular meeting minutes and the October 24, 2019 special TIFA meeting minutes as presented. Yes: Rhines, Joseph, Castillo, White, Szymusiak, Porciello, McPherson. No: None. **Motion passed by voice vote.**

7. Accounts Payable:

Motion by **Joseph**, second by **McPherson**, to approve the invoices from Gormley and Johnson Law Offices in the amount of \$29.96 as presented. Yes: Joseph, Porciello, Szymusiak, McPherson, White, Rhines, Castillo. No: None. **Motion passed.**

8. Staff Reports

8a. City Treasurer:

A budget printout for April 2020 was submitted for TIFA review.

9. Action Items

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9a. Resolution to Adopt 2020 TIFA Meeting Dates & Times:

Motion by **Joseph**, second by **McPherson**, to change all the 2020 meeting dates and times to the third Monday of each month. Yes: Porciello, Castillo, Szymusiak, White, McPherson, Rhines, Joseph. No: None. **Motion passed.**

9b. Consideration of 2020/2021 Fiscal Year Budget:

Motion by **Szymusiak**, second by **Joseph**, to approve the budget for Fiscal Year 2020/2021 and recommend it to City Council for final approval. Yes: Joseph, White, McPherson, Szymusiak, Rhines, Porciello, Castillo. No: None. **Motion passed.**

10. Discussion Items

10a. Elevator Street Project/Ice House Update:

Manager Schmidt went through the goals for Elevator Street and went over where they are with the Ice House Letter of Intent. Staff worked with Spicer Engineering to develop a cost estimate for Elevator Street to include replacing the water main and installing sewer main, abandoning two old water mains, realigning the intersection of Putnam Street and Elevator Street, and re-graveling the remaining length of Elevator Street.

The Board was in agreement to move forward with getting an engineering proposal.

13. Audience Participation:

Chairman Porciello called for public comments at this time and there were none.

14. Attorney Comments:

No comments.

15. TIFA Member Comments:

Chairman Porciello thanked Clerk Thompson and Manager Schmidt for their work.

16. Adjournment:

Motion by **Joseph**, second by **Castillo**, to adjourn. Yes: Joseph, Rhines, Szymusiak, Castillo, Porciello, White, McPherson. No: None. **Motion passed by voice vote.**

Meeting adjourned at 7:50 p.m.

***THE PRECEDING MINUTES ARE A SYNOPSIS OF A TIFA 2A & TIFA 2B REGULAR MEETING AND DO NOT REPRESENT A VERBATIM RECORD.**

Respectfully Submitted by: _____
Holly M. Thompson, City Clerk

Date Approved: _____

Fund 246 TIFA 2A

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GL Number	Description	Balance
*** Assets ***		
246-000-002.00	Cash - Savings	6,733.02
246-000-136.00	Buildings, Additions And Improvem	55,879.14
246-000-137.00	Accum Depreciation - Bldg & Impro	(27,941.74)
Total Assets		34,670.42
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
246-000-390.00	Fund Balance	34,655.04
Total Fund Balance		34,655.04
Beginning Fund Balance		34,655.04
Net of Revenues VS Expenditures		15.38
Ending Fund Balance		34,670.42
Total Liabilities And Fund Balance		34,670.42

PERIOD ENDING 06/30/2020

% Fiscal Year Completed: 100.00

Preliminary

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	06/30/2020	NORMAL (ABNORMAL)	MONTH 06/30/2020	INCREASE (DECREASE)	BALANCE	% BDT
Fund 246 - TIFA 2A									
Revenues									
Dept 000									
246-000-665.01	Interest Income	0.00		15.38		0.56		(15.38)	100.00
Total Dept 000		0.00		15.38		0.56		(15.38)	100.00
TOTAL REVENUES		0.00		15.38		0.56		(15.38)	100.00
Fund 246 - TIFA 2A:									
TOTAL REVENUES		0.00		15.38		0.56		(15.38)	100.00
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		15.38		0.56		(15.38)	100.00

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Fund 247 TIFA 2B

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GL Number	Description	Balance
*** Assets ***		
247-000-002.00	Cash - Savings	83,392.75
247-000-120.01	Investments	551,300.24
247-000-136.00	Buildings, Additions And Improvem	2,128,373.81
247-000-137.00	Accum Depreciation - Bldg & Impro	(487,382.31)
Total Assets		2,275,684.49
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
247-000-390.00	Fund Balance	2,058,406.41
Total Fund Balance		2,058,406.41
Beginning Fund Balance		2,058,406.41
Net of Revenues VS Expenditures		217,278.08
Ending Fund Balance		2,275,684.49
Total Liabilities And Fund Balance		2,275,684.49

User: Rachel
 DE: Williamston

PERIOD ENDING 06/30/2020
 % Fiscal Year Completed: 100.00
 Preliminary

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	06/30/2020	MONTH 06/30/2020	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDT
Fund 247 - TIFA 2B									
Revenues									
Dept 000									
247-000-401.01	Current Property Taxes	226,900.00		231,512.78		1,343.08		(4,612.78)	102.03
247-000-665.01	Interest Income	5,000.00		7,712.94		209.40		(2,712.94)	154.26
247-000-690.01	Miscellaneous Refunds	0.00		31,091.06		0.00		(31,091.06)	100.00
Total Dept 000		231,900.00		270,316.78		1,552.48		(38,416.78)	116.57
TOTAL REVENUES									
		231,900.00		270,316.78		1,552.48		(38,416.78)	116.57
Expenditures									
Dept 729 - Comm. & Econ. Dev. Administration									
Fund Administration									
247-729-720.01	Fund Administration	30,000.00		30,000.00		0.00		0.00	100.00
247-729-801.00	Professional Services	4,000.00		0.00		0.00		4,000.00	0.00
247-729-801.01	Legal Services	10,000.00		6,524.30		500.00		3,475.70	65.24
247-729-803.00	Contract - Audit	1,550.00		1,551.51		0.00		(1.51)	100.10
247-729-803.04	Ingham EDC Contract	11,500.00		9,318.00		0.00		2,182.00	81.03
247-729-921.00	Utilities	7,000.00		5,560.75		486.58		1,439.25	79.44
247-729-955.00	Miscellaneous	1,000.00		84.14		0.00		915.86	8.41
247-729-970.00	Capital Outlay	100,000.00		0.00		0.00		100,000.00	0.00
Total Dept 729 - Comm. & Econ. Dev. Administration		165,050.00		53,038.70		986.58		112,011.30	32.13
TOTAL EXPENDITURES									
		165,050.00		53,038.70		986.58		112,011.30	32.13
Fund 247 - TIFA 2B:									
TOTAL REVENUES									
TOTAL EXPENDITURES									
NET OF REVENUES & EXPENDITURES									
		66,850.00		217,278.08		565.90		(150,428.08)	325.02

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To: TIFA 2A/2B and EDC Boards
From: Corey Schmidt, City Manager
Date: July 20, 2020
Subject: Elevator Street Corridor Utilities and Road Design Engineering Agreement

Requested Action

Motion to approve entering into an agreement with Spicer Group to provide design engineering services for the Elevator Street corridor utilities and road improvements, in an amount not to exceed \$48,600.

Background

At the May 21 meeting, the TIFA Board discussed the utility needs in the Elevator Street corridor. Staff noted that to move forward, the Board would need to consider working with an engineering firm to design the project. The Board indicated the design and planning work should incorporate all the desired improvements in this corridor, including utility infrastructure and road improvements. Once designed and a formal cost estimate is prepared, the Board can use this information to decide what to bid and construct based on funds available. We expect the main focus of the project will be inclusion of new water and sewer infrastructure, which will have local benefits for the Elevator Street corridor and broader benefits for the water system due to the effort to replace existing connections that run under the railroad tracks.

Spicer Group provided staff with the initial project estimates based on unit pricing they had recently experienced on similar utility projects. We continued to work with them on the formal proposal for the design engineering portion of the project. The total cost of the proposal is \$48,600. With an initial project estimate around \$600,000, the \$48,600 cost represents about eight percent of construction costs, which is in line with industry expectations. Spicer recently successfully served the City on a water main, sewer main, and road project on Middle and Mullett Street and a downtown parking lot construction that featured extensive survey work, utility coordination, and public relations.

If approved, once the design phase is completed, the Board will have an opportunity to review the potential phases of the project and incorporate such project into a Plan Amendment, along with the potential sale of the Ice House property.

Financial Impact

The 2020-21 budget includes a line item of \$100,000 for capital outlay, in anticipation of future projects. The design engineering is considered a capital expense in support of the eventual improvements and is capitalized at year's end. The costs associated with this proposal would be charged to this line item.

Recommendation

Staff recommends approving the motion as requested.

Attachment

Spicer Group Letter Agreement for Professional Services



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July 15, 2020
Corey Schmidt, City Manager
City of Williamston
161 E. Grand River Avenue
Williamston, MI 48895

RE: Williamston TIFA 2B – Elevator Street
Letter Agreement for Professional Services

Corey:

This document contains Spicer Group's proposal to the TIFA 2B and City for professional engineering services associated with the above referenced project. The project will consist of providing design engineering (DE) services for of new utilities (storm sewer, sanitary sewer, water main) for the Elevator Street corridor in conjunction with full road reconstruction in accordance with Class A requirements.

Background

The TIFA 2B Board has been evaluating the Elevator Street corridor in response to stimulating economic growth in this zone. Recently, a developer approached the TIFA 2B on the possibility of purchasing the old icehouse property for redevelopment. To support the development of the property and the future development of all vacant parcels in this corridor, the utility improvements identified in the opening paragraph of the agreement are necessary.

In addition, this discussion has prompted the City's Engineer to prioritize water main improvements to the City's existing water distribution mains crossing the CSX railroad tracks which are connected in Elevator Street. The existing crossings are beyond their useful life and require replacement to satisfy the State of Michigan EGLE risk and resiliency requirements. The intent would be to abandon two existing crossings and replace them with one.

Project Understanding

It is our understanding that the TIFA 2B Board has been allocating monies for the engineering and construction of the Elevator Street project. It is the intent of the TIFA 2B to have a comprehensive scope of services which would facilitate design for the street and sidewalk, street related utilities, and a new water main crossing of the CSX railroad with the abandonment of the existing water main crossings. This information will be used by the TIFA 2B Board to consider the scope of construction work it will be able to support in the Elevator Street Corridor.

We have not included construction engineering (CE) services in this proposal. If the TIFA 2B decides to advertise this project for construction, Spicer will submit a proposal for the advertising, bidding, and construction engineering (inspection, administration, staking) services for the project.

Scope of Professional Services

Spicer's proposed services follow. This proposal will remain valid for 60 days.

Task 1: Preliminary Design

1. Spicer Internal Kickoff Meeting
2. Client Kickoff Meeting. Meet with City and TIFA 2B staff to discuss the scope of the project.
3. Topographic Survey of project corridor. (Elevator Street, CSX water main crossing location, small portion of Putnam Street). Generate CAD drawing with elevation surface and contours. Establish ROW.
4. Prepare construction plans, details, and bidding documents for the proposed road and utilities (storm sewer, sanitary sewer, water main), in conformance with required State and City requirements including technical specifications for construction.
5. Generate a detailed construction cost opinion
6. Submit plans and specifications to the City and TIFA 2B for review and comment

Task 2: Final Design

1. Meet with City and TIFA 2B to review comments and answer questions.
2. Revise bidding documents (plans, specifications, contract) based on comments received.
3. Revise construction cost opinion

Task 3: Permitting

1. EGLE Part 41 Permit. Prepare and submit plans and specifications to EGLE approval of the wastewater permit. Assist City on submission to MI-WATER website.
2. EGLE 399 Permit. Prepare and submit plans and specifications to EGLE for review and approval of drinking water permit.
3. SESC Permit. Prepare and submit application for Soil Erosion and Sedimentation Control to Ingham County Drain Commissioner for review and approval.
4. CSX Railroad Crossing. Prepare crossing application and coordinate with CSX on abandonment of existing water main crossing and installation of new water main crossing. This task includes 16 hours of coordination with CSX

Task 4: Geotechnical Evaluation

1. Geotechnical Evaluation. Work consist of obtaining two (2) soil borings a minimum of 10 feet in depth. This work will be performed by a subconsultant

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Additional Services

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fee Schedule

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services, any additional authorized services, and any reimbursable expenses. The following are based on our standard hourly rates with the total amounts estimated to be as follows:

1.	Preliminary Design	\$ 30,100
2.	Final Design	\$ 7,700
3.	Permitting	\$ 8,800
4.	Geotechnical	<u>\$ 2,000</u>
	Total	\$ 48,600

We have calculated these fees based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of services.

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us.

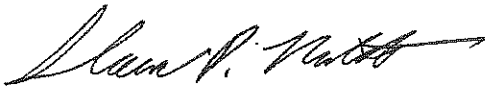
Williamston TIFA 2B – Elevator Street
July 15, 2020
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If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start the project promptly.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



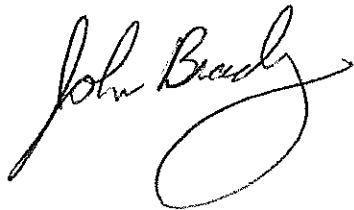
Shawn P. Middleton, P.E., CFM
Sr. Project Manager
SPICER GROUP, INC
1400 Zeeb Drive
St. Johns, MI 48879
Phone: (989) 224-2355
Cell: (989) 928-8027
E-mail: shawnm@spicergroup.com

Above proposal accepted and approved
by Owner.

CITY OF WILLIAMSTON

By: _____
Authorized Signature

Date: _____



John W. Bradley
Project Manager
SPICER GROUP, INC
1400 Zeeb Drive
St. Johns, MI 48879
Phone: (989) 224-2355
Cell: (517) 719-5503
E-mail: johnbradley@spicergroup.com

Williamston - Elevator Street Project

Item	Senior Project Manager II		Project Manager IV		Project Manager (ID)		Design Project Designer		Project Assistant		Project Surveyor I		Crew Chief		Technician IV		Subcontract		TOTAL	
	2020 Rate = \$215	SPM	2020 Rate = \$197	MGL	2020 Rate = \$179	JWB	2020 Rate = \$145	SMB	2020 Rate = \$92	EAL	2020 Rate = \$170	DMW	2020 Rate = \$130	PSW	2019 Rate = \$110	MDW	(Hours)	(Hours)		(Sum)
1. Internal Kick-Off Meeting	1	\$215	1	\$197	1	\$179	1	\$145	1	\$92	1	\$170	1	\$130	1	\$110	6	\$998	6	\$998
2. Client Meetings (Kickoff, Progress, Etc)	5	\$215	2	\$394	2	\$358	2	\$290	2	\$184	2	\$340	2	\$256	2	\$154	8	\$1,226	8	\$1,226
3. Permit Specifications	5	\$215	10	\$1,970	20	\$3,580	40	\$7,160	8	\$1,456	8	\$1,360	8	\$1,160	8	\$848	36	\$5,426	36	\$5,426
4. Read Design & Drafting	5	\$215	2	\$358	2	\$358	2	\$1,160	2	\$358	2	\$358	2	\$358	2	\$358	42	\$6,158	42	\$6,158
5. Sanitary Sewer Design & Drafting	5	\$215	2	\$358	8	\$1,456	8	\$1,160	8	\$358	8	\$358	8	\$358	8	\$358	10	\$1,518	10	\$1,518
6. Storm Sewer Design & Drafting	5	\$215	2	\$358	8	\$1,456	8	\$1,160	8	\$358	8	\$358	8	\$358	8	\$358	10	\$1,518	10	\$1,518
7. Water Main Design / Drafting	5	\$215	2	\$358	8	\$1,456	8	\$1,160	8	\$358	8	\$358	8	\$358	8	\$358	13	\$1,859	13	\$1,859
8. Prepare Construction Cost Opinions	5	\$215	1	\$197	2	\$358	3	\$1,160	2	\$184	2	\$358	2	\$184	2	\$184	16	\$1,820	16	\$1,820
9. Prepare Bidding Documents (front end, bid tab, etc)	5	\$215	2	\$358	2	\$358	2	\$358	2	\$184	2	\$358	2	\$184	2	\$184	16	\$1,820	16	\$1,820
10. Topographic Survey	5	\$215	2	\$358	2	\$358	2	\$358	2	\$184	2	\$358	2	\$184	2	\$184	31	\$4,408	31	\$4,408
11. QA/QC	3	\$645	4	\$788	3	\$527											9	\$1,647	9	\$1,647
Subtotal	5	\$1,075	8	\$1,576	40	\$7,160	95	\$13,775	25	\$2,300	10	\$1,700	16	\$2,080	4	\$440	203	\$30,106	203	\$30,106

1. Meet with City to review Preliminary Plans & Specs	5	\$215	2	\$358	2	\$358	2	\$290	2	\$184	2	\$340	2	\$256	2	\$154	6	\$852	6	\$852
2. Revise Specifications per City comments	5	\$215	6	\$1,170	10	\$1,790	16	\$2,704	6	\$1,068	6	\$1,260	6	\$792	6	\$792	22	\$3,076	22	\$3,076
3. Revise Plans per City comments	5	\$215	2	\$358	16	\$2,848	4	\$680	2	\$184	2	\$358	2	\$184	2	\$184	18	\$2,478	18	\$2,478
4. Revise Construction Cost Opinions	5	\$215	2	\$358	4	\$716	4	\$580	2	\$184	2	\$358	2	\$184	2	\$184	8	\$1,122	8	\$1,122
5. QA/QC	3	\$645	2	\$358	2	\$358											4	\$752	4	\$752
Subtotal	0	\$0	22	\$4,448	32	\$5,448	32	\$4,440	10	\$920	0	\$0	0	\$0	0	\$0	64	\$7,708	64	\$7,708

1. EGLE Part 41 Permit (sanitary sewer)	5	\$215	8	\$1,720	2	\$358	2	\$290	2	\$184	2	\$340	2	\$256	2	\$154	12	\$1,906	12	\$1,906
2. EGLE 999 Permit (water)	5	\$215	4	\$862	2	\$358	2	\$290	2	\$184	2	\$340	2	\$256	2	\$154	8	\$1,190	8	\$1,190
3. SESC Permit (RDC)	5	\$215	16	\$3,440	4	\$862	4	\$580	4	\$1,456	4	\$680	4	\$1,456	4	\$680	24	\$5,812	24	\$5,812
4. Railroad Crossing (CSX) [include coordination]	5	\$215	0	\$0	36	\$7,728	10	\$2,160	10	\$2,300	0	\$0	0	\$0	0	\$0	56	\$8,814	56	\$8,814
Subtotal	0	\$0	0	\$0	36	\$7,728	32	\$6,840	45	\$4,140	10	\$1,700	16	\$2,080	4	\$440	323	\$46,628	323	\$46,628

1. Obtain 2 Soil Borings (10' minimum depth)	5	\$1,075	8	\$1,576	98	\$16,552	137	\$19,845	45	\$4,140	10	\$1,700	16	\$2,080	4	\$440	2000	\$2,000	2000	\$2,000
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2000	\$2,000	2000	\$2,000
TOTAL	5	\$1,075	8	\$1,576	98	\$16,552	137	\$19,845	45	\$4,140	10	\$1,700	16	\$2,080	4	\$440	323	\$46,628	323	\$46,628

Please note that our standard hourly rates do not have a multiplier and are inclusive of reproduction fees, mileage, mailing and other miscellaneous overhead items as well as profit

SPICER GROUP, INC.
STANDARD HOURLY RATES

Effective January 2020

Administrative Assistant.....	\$70.00	Technician V.....	\$118.00
Project Assistant.....	\$92.00	Technician VI.....	\$125.00
Construction Services Technician I.....	\$105.00	Water Quality Analyst.....	\$105.00
Construction Services Technician II.....	\$125.00	Project Architect I.....	\$120.00
Construction Services Technician III.....	\$138.00	Project Architect II.....	\$175.00
Construction Manager.....	\$160.00	Landscape Architect.....	\$145.00
Senior Construction Manager.....	\$215.00	Planner I.....	\$106.00
Survey Technician I.....	\$84.00	Planner II.....	\$122.00
Survey Technician II.....	\$96.00	Senior Project Planner I.....	\$165.00
Crew Chief.....	\$130.00	Senior Project Planner II.....	\$215.00
Staff Surveyor I.....	\$130.00	Design Engineer I.....	\$125.00
Staff Surveyor II.....	\$140.00	Design Engineer II.....	\$130.00
Project Surveyor I.....	\$170.00	Design Engineer III.....	\$135.00
Project Surveyor II.....	\$205.00	Project Engineer I.....	\$145.00
Senior Project Surveyor.....	\$215.00	Project Engineer II.....	\$150.00
Designer I.....	\$115.00	Project Manager I.....	\$163.00
Designer II.....	\$120.00	Project Manager II.....	\$179.00
Designer III.....	\$140.00	Project Manager III.....	\$189.00
Senior Designer.....	\$145.00	Project Manager IV.....	\$197.00
Technician I.....	\$74.00	Senior Project Manager I.....	\$205.00
Technician II.....	\$89.00	Senior Project Manager II.....	\$215.00
Technician III.....	\$98.00	Senior Project Manager III.....	\$240.00
Technician IV.....	\$110.00		

Overtime rates for hourly workers will be charged at 1-1/2 times the above rates.

Standard Hourly Rates are subject to change on an annual basis.



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GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL 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 PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) 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 PROFESSIONAL or anyone for whom the OWNER is legally liable.

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

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL 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 PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL 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 PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL 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 PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

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2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL 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 PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL 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 PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.3 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a minimum reserve in the amount of not less than 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.4 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL'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 PROFESSIONAL and included in the scope of Services of this Agreement.

3.5 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL, and the PROFESSIONAL'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.

3.6 Construction Observation. The PROFESSIONAL shall visit the site, if authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

3.8 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.9 Construction Layout. If requested by the Owner, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL. The cost for resetting the stakes be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL if Owner elects to do so, the Owner may look to the Contractor to pay the additional expense for restaking.

3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.11 Buried Utilities. OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.