



**AGENDA**  
**CITY COMMISSION MEETING**  
**WEDNESDAY, SEPTEMBER 14, 2022**  
**CITY HALL - WIESLOCH RAUM**  
**130 N. NOTTAWA ST.**

**REGULAR MEETING 6:00 P.M.**

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA (agenda below)
9. UNFINISHED BUSINESS
10. NEW BUSINESS
  - A. Wastewater Bio-Solids Removal – Tom Sikorski
  - B. Tree Maintenance and Forester Contracts – Chris McArthur
  - C. 2022 Crack Sealing Program – Barry Cox
  - D. Roundabout Construction Engineering Task Order – Barry Cox
  - E. White Elephant Phase 2 Improvements – Barry Cox
  - F. 2023 Street Improvement Program Design Engineering – Barry Cox
  - G. Bullard Industrial Park Water and Sanitary Sewer Design – Barry Cox
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Union Negotiations
13. ADJOURN

## **CONSENT AGENDA**

**8A. Action of Minutes of Previous Meetings**

APPROVE the minutes from the August 10, 2022 regular meeting as presented.

**8B. Pay Bills**

AUTHORIZE the payment of the City bills in the amount of \$3,157,302.18 as presented.

**8C. 2022 BBQ Fest**

APPROVE the requests for the 2022 BBQ Fest as presented.

# Manager's Report

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SEPTEMBER 14, 2022



CITY OF  
**Sturgis**  
MICHIGAN

Submitted by:

A handwritten signature in black ink, appearing to read "Michael L. Hughes".

Michael L. Hughes  
City Manager

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for September 14, 2022 as presented.

### Staff Recommendation:

**APPROVE**

#### **8A. Action of Minutes of Previous Meetings**

##### Consent Agenda Motion:

*APPROVE the minutes from the August 24, 2022 regular meeting as presented.*

#### **8B. Pay Bills**

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$3,157,302.18 as presented.*

#### **8C. 2022 BBQ Fest**

The Sturgis DDA is once again working with local volunteers to host the Sturgis Barbeque Fest on Saturday, October 1<sup>st</sup>. The event will include the BBQ Fest competition, live band, food trucks, College Football game on the big screen, cornhole contest, beard contest, beer tent, car cruise-in and kids activities. Requests for the event include:

- Closure of John St. from Clay St. to North St. starting Friday, September 30<sup>th</sup> 6:00 pm until Saturday, October 1<sup>st</sup> 9:00 pm.
- Closure of North St. from U.S. 12 to John St. Saturday 9:00 am to 9:00 pm.
- Temporary no parking on North Street and in a portion of Lot 4 all day Saturday, October 1<sup>st</sup>.

- Temporary no parking on John St. starting Friday, September 30<sup>th</sup> at 2:00 pm.
- Reserving all parking spaces downtown along U.S. 12 from Jefferson St. to Monroe St. on Saturday noon to 7:00 pm.
- Use of barricades, picnic tables, trash cans, and utilities as part of the event.

Consent Agenda Motion:

*APPROVE the requests for the 2022 BBQ Fest as presented.*

## **10. New Business**

### **A. Wastewater Bio-Solids Removal**

**Staff: Tom Sikorski**

The wastewater treatment plant produces one million gallons of biosolids every year which require proper disposal. The preferred method is to recycle these biosolids on agricultural land and the City has contracted the necessary transportation and application services for the last 21 years.

Recently the Wastewater Treatment Plant requested bids to remove and land apply biosolids from the facility's storage tank for the next four years, complete a one-time storage tank cleaning, and complete a one-time dredging of the treatment plant's polishing pond. Exhibit A of the bid document (included in your packet) details the specifications for the work to be performed under the contract. Exhibit A also includes Sludge Storage Tank Cleaning specifications and a description of work as well as Polishing Pond Cleaning specifications. Bids for this contract were advertised locally and on the City's website. In addition, ten contractors with experience in this type of work were also invited to bid.

On Monday, August 29, 2022, three bids were received for the project. The bids received ranged in amounts from \$57,500.00 to \$472,200.00. As part of the bid, contractors quoted a per-gallon price for removal based on an estimated number of gallons per year which would need to be removed and land applied.

Of the three bidders, two of the contractors are Michigan-based companies. The low responsive bidder is Wealing Brothers of Fowler, Indiana. The total bid amount, based on estimated gallons, is \$314,000.00. The final total contract amount will be adjusted based on the actual quantities of biosolids removed. Unit prices per-gallon start at \$0.050 and include yearly increases of approximately 2.5 percent. The storage tank cleaning unit price per-gallon is \$0.065. The polishing pond cleaning unit price per-gallon is \$0.0115.

For FY 2022-23 the City budgeted \$201,000.00 for biosolids removal and associated services. It is anticipated that at the recommended bid pricing, year

one of biosolids removal as well as the one-time costs to be incurred this year will be well within this budget amount.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the bid from Wealing Brothers, LLC for removal, transportation, and land application of biosolids as presented.**

**Staff Recommendation:**

**APPROVE**

**Included in your packet:**

1. Bid Document Exhibit A
2. Biosolids Bid Tabulation

## **10. New Business**

### **B. Tree Maintenance and Forester Contracts**

**Staff: Chris McArthur**

Tree maintenance costs for the City of Sturgis are grouped into three main areas: tree management services, line clearance for the Electric Department, and public tree maintenance for the City parks, terrace areas, and other public spaces. Contract terms for all these areas end in September. For FY 2022-23 the City budgeted \$373,500.00 for line clearance services as part of the Electric Department Distribution system and \$175,000.00 for public tree maintenance in the Forestry line item of the General and Administration budget. These budgets also include costs for tree management services.

#### **Tree Management Services**

Plant Growth Management Systems (PGMS) began providing tree management services for the City in October 2014. They prioritize line clearance and street tree maintenance activities to determine the most cost-effective way to trim, treat and remove trees, contact property owners, schedule the contractors, verify contractor work practices, and review contractor invoices. Included in your packet is a draft contract with PGMS with new rates for FY 2022-23. The contract includes an hourly rate increase from \$64.00 per-hour last year to \$71.80 per-hour this year; a 12.2% increase. The contract also includes a fuel surcharge if the cost of gas exceeds \$5.10 per-gallon.

Due to their familiarity with the City's tree system, experience, and level of service the Sturgis Electric Department is requesting to continue contracting with PGMS for 2023.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Right-of-Way Management Services contract with Plant Growth Management Systems Management Services for FY 2022-23 as presented.**



**Staff Recommendation:**

**APPROVE**

**Line Clearance**

Line clearance is the key to keeping power disruptions to a minimum. As seen in the major storm of 2021 as well as more minor storms this year, trees cause the majority of electric outages. Tree maintenance around power lines is intended to maintain those clearances to prevent trees from falling onto electrical lines.

The line clearance portion of the tree maintenance program was placed out for bid this year after two years of extensions with TreeCore. Three bids were received, and a bid tab is included in your packet with a recommendation from PGMS. Following the recommendation of PGMS, staff recommends awarding the contract to Williams Tree Co. LLC.

Williams Tree was the lowest per-work-unit cost of all bidders and has all the necessary human and equipment resources to meet the contract needs. Per PGMS's review and recommendation, Williams Tree also has extensive experience with right of way tree clearance and PGMS has worked successfully with Williams as a contractor with other utilities.

The proposed contract with Williams Tree is for the 2022-23 season and may be renewed for two one-year periods. As stated above, the total budget for line clearance in FY 2022-23 is \$373,500.00. Work between Williams Tree and PGMS for line clearance activities will be planned within this budget amount.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the bid of Williams Tree Co. LLC for Line Clearance services as presented.**

**Staff Recommendation:**

**APPROVE**

## **Public Tree Maintenance**

In September 2020 the City Commission awarded a public tree maintenance contract to Asplundh Tree Expert Company (Asplundh) following a bid process and the recommendation of PGMS. The City entered into a one-year extension in 2021-22 and PGMS is recommending entering into a second and final one-year extension for FY 2022-23. Included in your packet is a recommendation letter from PGMS along with an updated contract and fee schedule for 2022-23 from Asplundh. Per PGMS's recommendation, the fee changes are minor for 2022-23, but do include:

- Bucket truck cost increase of \$3.51 or 17.6% (from \$19.89 to \$23.40)
- Chipper cost increase of \$0.62 or 11.2% (from \$5.55 to \$6.17)
- Pickup cost increase of \$2.04 or 17.7% (from \$11.55 to \$13.59)
- All other rates increased by 5% (besides Stump Grinding which did not increase)

As stated above, the FY 2022-23 budget for public tree maintenance is \$175,000.00. Work with Asplundh and PGMS for line clearance activities will be planned within this budget amount.

### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the one-year extension with Asplundh Tree Expert Company as presented.**

### **Staff Recommendation:**

**APPROVE**

### **Included in your packet:**

1. PGMS ROW Services Contract
2. PGMS Recommendation – Line Clearance
3. Line Clearance Bid Tab
4. Williams Tree Co. Contract 2022-23
5. PGMS Recommendation – Public Tree Maintenance
6. Asplundh Contract 2022-23

## **10. New Business**

### **C. 2022 Crack Sealing Program**

**Staff: Barry Cox**

The City has used overband crack sealing as a preventative maintenance technique on asphalt streets for decades. The City maintains a two-to-three year cycle of crack sealing to slow the deterioration of asphalt streets caused by water intrusion into the road base. Crack sealing is typically used on streets which show minimal distress and are in good to excellent condition (PASER rating 5 or better). City staff categorized streets into Priority 1 and 2 for the crack sealing program.

On Friday September 2, 2022, the City received bids for the 2022 Crack Sealing Program. Bids were submitted on a cost-per-pound basis based on a quantity of 50,000 pounds of crack sealant. This estimate was developed by the Engineering Department and based on this quantity, staff estimated the cost of the project at \$75,000.00. Three bids were received at the opening; a bid tabulation and Recommendation of Award letter are provided in your packet.

The low bid was submitted by Asphalt Restoration, Inc. of Kalamazoo in the amount of \$57,450.00. Fleis and VandenBrink Engineering, Inc. (F&V) has reviewed the bids, checked references, and has worked previously with Asphalt Restoration, Inc. F&V is recommending Asphalt Restoration, Inc.'s bid. They have completed previous crack sealing projects for the City.

The FY 2021-22 budget includes \$84,500.00 for preventative maintenance activities from Fund 204, Street and Sidewalk Improvement. F&V created project bidding documents for \$6,700.00, leaving \$77,800.00 for crack sealing activities.

Based on the amount bid per pound of crack sealant, City Staff is recommending altering the contract to a cost not-to-exceed \$77,800.00 for the work. This would purchase approximately 67,711 pounds of crack sealant to complete Priority 1 and Priority 2 street segments. In addition, staff is recommending sealing of several City building parking lots, Parking Lot # 3, Oaklawn Cemetery,

and Memorial Garden Cemetery drives. These activities will be charged to the Parking Lot Maintenance and Cemetery maintenance accounts.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the bid of Asphalt Restoration, Inc. for the 2022 Crack Sealing Program for the unit price contract amount not-to-exceed seventy-seven thousand, eight hundred dollars (\$77,800.00) and AUTHORIZE the City Manager to sign all necessary documents.**

**Staff Recommendation:**

**APPROVE and AUTHORIZE**

**Included in your packet:**

1. 2022 Crack Sealing List
2. 2022 Crack Sealing Map
3. Crack Sealing Bid Tab
4. Crack Sealing Recommendation

## **10. New Business**

### **D. Roundabout Construction Engineering Task Order**

**Staff: Barry Cox**

The City received a Michigan Department of Transportation (MDOT) Highway Safety Improvement Program (HSIP) grant of \$472,112.00 to reconstruct the intersection of N. Franks Avenue and E. Lafayette as a single lane roundabout with sidewalks and intersection lighting. At the August 10<sup>th</sup> City Commission meeting, the Commission approved the award of the project and MDOT has completed the contract documents with the low bidder; Kamminga & Roodvoets, Inc. The final approval for the project is an engineering task order for construction oversight and project administration in accordance with MDOT Local Agency Program requirements. Included in your packet is Task Order #98b from F&V for construction-phase services associated with the project. The cost for these services is \$112,200.00.

In addition to the task order, staff is looking to amend the material testing budget approved by the Commission at the August 10<sup>th</sup> meeting. As you recall, the City needs to contract material testing for this project separately and approved a \$10,000.00 budget for this work. After further discussion, F&V is recommending a budget of \$15,000.00 for testing aggregate materials, concrete, and asphalt on the project.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Task Order #98b with Fleis and VandenBrink Engineering, Inc. for construction phase services on the N. Franks Avenue Roundabout construction project in the amount of one hundred and twelve thousand, two hundred dollars (\$112,200.00) and AUTHORIZE the City Manager to sign all necessary documents.**

#### **Proposed Motion**

**Move that the Sturgis City Commission APPROVE/DENY an amended materials testing budget for the N. Franks Avenue Roundabout construction project of fifteen thousand dollars (\$15,000.00).**

**Staff Recommendation:**

**APPROVE, AUTHORIZE, and APPROVE**

**Included in your packet:**

1. Task Order #98b
2. N. Franks Avenue Budget and Cost Spreadsheet

## **10. New Business**

### **E. White Elephant Phase 2 Improvements**

**Staff: Barry Cox**

The regional stormwater detention area just north of Fawn River Road and east of the railroad tracks is known as the White Elephant Regional Detention Basin. In one configuration or another the area has served as a primary drainage area for the City going back to the 1930's.

Reconfigured over the years, currently a 30-inch pipe drains the basin to the Nye Drain. Over time the basin has served a larger and larger drainage area; based on the volume of water received, the existing basin can only accept the runoff volume for approximately a 10-year, 24-hour storm event without flooding. In 2020, the City purchased 7.3 acres of land south of Fawn River Road to expand the White Elephant Detention facilities. The City completed design of the expanded basin, which will accommodate a 100-year, 24-hour storm event.

On Monday August 29, 2022, the City received bids for construction of the White Elephant Detention Basin Phase 2 Improvements. The Engineer's Estimate for the project was \$808,792.00. Five bids were received and a bid tabulation and Recommendation of Award letter are provided in your packet. The low bid was submitted by Hoffman Bros., Inc. of Battle Creek in the amount of \$530,000.00. The project was included in the General Fund – Storm Sewer capital budget in the amount of \$900,000.00.

The bids were reviewed and appear fair and competitive. Fishbeck, Inc., the engineering firm hired for design and bid-phase services, has reviewed references for Hoffman Bros. and believes they have the experience, personnel, and equipment to successfully construct a quality project. Fishbeck has discussed the project with the contractor and recommend Hoffman as the lowest responsive, responsible bidder.

Fishbeck has also submitted a Professional Services Proposal & Agreement to provide construction-phase services for the project including construction

administration, construction surveying and staking, and construction inspection during the project's timeline. It is included in your packet. Within the proposal is an Environmental and Material Testing Contingency amount which is being included in the project's overall contingency request.

Staff is requesting a contingency budget of \$53,000.00, ten percent of the project construction cost, to cover possible unknown site conditions during construction.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the bid of Hoffman Bros., Inc. for the White Elephant Detention Basin Improvements - Phase 2 project in the amount of five hundred thirty thousand dollars (\$530,000.00) and AUTHORIZE the City Manager to sign all necessary documents.**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Professional Services Proposal with Fishbeck, Inc. for construction-phase services associated with the White Elephant Detention Basin Improvements Phase 2 project in the amount of fifty-four thousand, nine hundred dollars (\$54,900.00).**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY a construction contingency budget for the White Elephant Detention Basin Improvements Phase 2 project of fifty-three thousand dollars (\$53,000.00).**

**Staff Recommendation:**

**APPROVE, AUTHORIZE, APPROVE, and APPROVE**

**Included in your packet:**

1. White Elephant Phase 2 Award Recommendation
2. White Elephant Phase 2 Bid Tab
3. Fishbeck Engineering Construction Phase Proposal
4. White Elephant Phase 2 Budget and Cost Spreadsheet



## 10. New Business

### F. 2023 Street Improvement Program Design Engineering

**Staff: Barry Cox**

City staff is looking to move forward with design for the 2023 Street Improvement Program. The annual project includes prioritizing major and local street segments for treatments such as milling and resurfacing.

The three segments in the proposed 2023 project are:

- S. Orange from Wenzel to W. South;
- S. Nottawa from W. South north to the brick road; and
- Fawn River Road from M-66 to the railroad tracks.

The treatment method for these segments will be milling the existing asphalt surface and replacing it. In addition, S. Orange will require upgrading non-compliant ADA ramps, spot curb removal and replacement, utility casting adjustments, and replacement of fourteen lead service lines within the project corridor. Attached is a map of the proposed road segments.

Included in your packet is Task Order #9 from F&V for \$37,400.00. The design task order will allow the City to complete preliminary design phase, final design phase, and bidding phase for the project it can be bid later this fall. The project is expected to be completed in the summer of 2023.

The FY 2022-23 budget for the Street Improvement Program \$200,000.00 from the Major Street fund and \$500,000.00 from the Local Street fund for a total project budget of \$700,000.00.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Task Order #09 with Fleis and VandenBrink Engineering, Inc. for preliminary design, final design, and bidding services on the 2023 Street Improvement Program in the amount of thirty-seven thousand, four hundred dollars (\$37,400.00).**

**Staff Recommendation:**

**APPROVE**

**Included in your packet:**

1. 2023 Street Improvement Program Map
2. Task Order #09

## **10. New Business**

### **G. Bullard Industrial Park Water and Sanitary Sewer Design**

**Staff: Barry Cox**

The City needs to complete a water main loop required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) associated with the water permit received for the Dollar General project. The loop will connect the water main constructed by Dollar General to a dead-end water main at the north end of the Stoughton Estates site. In addition, the water main design includes a 12-inch water main along the east and north sides of vacant property owned by the EDC and connect to a dead-end water main at the north end of Kitson Avenue, improving fire flows in the entire region. Lastly, a sanitary sewer extension from the north end of Kitson Avenue to the east would be designed to serve the EDC property and residence to the north of the EDC's property. The EDC has already approved an easement along the M-66 frontage and a deed to the City for an 80-foot wide street extension from Kitson Avenue to M-66 for the sanitary and water main extension.

City staff requested a Proposal for Professional Services from LRE Engineers & Surveyors of Walker, Michigan for preliminary and final design engineering and bidding services. A copy of the proposal is included in your packet. The cost for the proposed services is \$31,400.00. Staff is recommending a bid waiver be issued for this project to contract with LRE.

This project is included in the Local Development Finance Authority's (LDFA) capital budget for Fiscal Year 2022-23. As per the LDFA Operating Agreement approved by the City Commission on June 15, 2022, LDFA projects that are included in the budget are to be reviewed and recommended by the City Commission and approved by the LDFA board. The LDFA will contract with LRE for services.

The LDFA budget for the project in FY 2022-23 is \$635,000.00; \$75,000.00 listed as "Bullard Ind - Haines sewer extension" (misabeled under the electric section) and \$560,000.00 listed as "Northside Water Loop - Stoughton Estates to Kitson".

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY a bid waiver for and RECOMMEND/NOT RECOMMEND the proposal of LRE Engineers & Surveyors for design and bid-phase services for the Bullard Industrial Park Water and Sanitary Sewer project in the amount of thirty-one thousand, four hundred dollars (\$31,400.00) to the LDFA.**

**Staff Recommendation:**

**APPROVE and RECOMMEND**

**Included in your packet:**

1. LRE Proposal and Agreement

## News

### **DASAS Funding Request**

Domestic and Sexual Abuse Services (DASAS) submitted a letter requesting the City enter into a contract to assist with funding their emergency services, outreach and advocacy for survivors of domestic violence and sexual assault and their children. They are requesting the City contribute \$2,740.75. A copy of their letter is included in your packet.

## Noteworthy Meetings / Events

- Bourbon, Bacon & Blues | August 19<sup>th</sup>
- Rotary Club Presentation | August 22<sup>nd</sup>
- Chamber of Commerce Board of Directors Meeting | August 23<sup>rd</sup>
- Kiwanis Presentation | August 31<sup>st</sup>
- DDA Meeting | September 7<sup>th</sup>
- Bourbon, Bacon & Blues Wrap-up Meeting | September 8<sup>th</sup>

## Upcoming Events

- Summer's End Car Cruise-In | Downtown | 5:30pm-9:00pm | September 16<sup>th</sup>
- Cemetery Walking Tours | Oak Lawn Cemetery | 4:00pm-6:00pm | September 24<sup>th</sup>
- Barbecue Fest | Downtown | 2:00pm-7:00pm | October 1<sup>st</sup>
- MML Annual Convention | Muskegon | October 19<sup>th</sup>-21<sup>st</sup>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**



**REGULAR MEETING - STURGIS CITY COMMISSION  
WEDNESDAY, AUGUST 24, 2022  
WIESLOCH RAUM – CITY HALL**

Mayor Mullins called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was said by all present.

The Invocation was given by Comm. Kinsey.

Commissioners present: Bir, Kinsey, Malone, Smith, Hile, Perez, Vice-Mayor Miller, Mayor Mullins

Commissioners absent: Klinger

Also present: City Attorney, City Manager, Assistant City Manager, Electric Department Superintendent, City Clerk

Moved by Comm. Hile and seconded by Comm. Smith to approve the agenda as presented.

**Voting yea: Eight      Voting nay: None      Absent: Klinger      MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of August 24, 2022 as presented.

**8A. Action of Minutes of Previous Meetings**

APPROVE the minutes from the August 10, 2022 regular meeting as presented.

**8B. Pay Bills**

AUTHORIZE the payment of the City bills in the amount of \$2,195,912.18 as presented.

**8C. Music on North**

APPROVE the requests for the 2022 Music on North as presented.

**8D. Summer's End**

APPROVE the requests for the 2022 Summer's End event as presented.

**Voting yea: Eight      Voting nay: None      Absent: Klinger      MOTION CARRIED**

Assistant City Manager Andrew Kuk provided details on the proposed agreement with the DDA for the placement of art in the downtown. Discussion followed.

Moved by Comm. and seconded by Comm. to approve the Public Artwork Services Agreement with the Sturgis Downtown Development Authority as presented and authorize City Manager Michael Hughes to sign all necessary documents.

**Voting yea: Eight      Voting nay: None      Absent: Klinger      MOTION CARRIED**

**Comm. Klinger joined the meeting.**



Electric Superintendent Chris McArthur provided information on the bids for substation maintenance. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the bid from Premier Power Maintenance for testing services for the Franks Substation in the amount of twenty-four thousand, two hundred and ninety-two dollars and twenty-six cents (\$24,292.26) and approve a budget for parts and repairs for the project in an amount not-to-exceed twenty-six thousand dollars (\$26,000.00).

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Electric Superintendent Chris McArthur provided a history and information on the Clean Energy Program. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to authorize Electric Department Superintendent Chris McArthur to communicate the City's intent to participate in the MPPA 2023-2025 Clean Energy Program.

**Voting yea: Eight**

**Voting nay: Smith**

**MOTION CARRIED**

City Manager Michael Hughes provided an update on the Splashpad project.

Moved by Comm. Hile and seconded by Comm. Klinger to go into Closed Session to conduct a periodic personnel evaluation at the request of the employee.

**Voting yea: Bir, Klinger, Kinsey, Malone, Smith, Hile, Perez, Miller, Mullins**

**Voting nay: None**

**MOTION CARRIED**

Meeting recessed at 6:26 p.m.

Meeting reconvened at 8:00 p.m.

Moved by Comm. Hile and seconded by Comm. Klinger to approve the Employment Agreement with City Manager Michael Hughes as modified to include a 2.5% increase in salary back to July 18, 2022.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

The meeting was adjourned at 8:05 p.m.

***Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer***

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8B**



Date	Check#	Vendor	Vendor Name	Amount
Manual Checks				
08-30-2022	243829M	03951	SOUTHERN MICHIGAN BANK & TRUST	250,000.00
08-31-2022	243830M	03109	DOWNTOWN DEVELOPMENT AUTHORITY	400,000.00
08-19-2022	PR0590M	00061	CITY OF STURGIS PAYROLL	330,440.28
09-04-2022	T15035M	00197	CITY OF STURGIS UTILITIES	17,982.00
09-04-2022	T15036M	06121	GB SOLAR TE 2020 HOLDINGS LLC	161,392.33
09-02-2022	T15037M	03770	MICHIGAN GAS UTILITIES	40.60
09-02-2022	T15038M	03770	MICHIGAN GAS UTILITIES	41.54
09-12-2022	T15039M	00197	CITY OF STURGIS UTILITIES	17,018.27
09-01-2022	T15040M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
08-18-2022	T15041M	05892	PAYCOR	364.25
09-19-2022	T15042M	03026	U.S. BANK TRUST N.A.	362,292.16
09-08-2022	T15043M	03770	MICHIGAN GAS UTILITIES	35.58
09-08-2022	T15044M	03770	MICHIGAN GAS UTILITIES	11.97
09-20-2022	T15045M	00197	CITY OF STURGIS UTILITIES	11,468.73
08-19-2022	T15046M	00062	CITY OF STURGIS-EMPLOYEE INS	64,198.09
08-19-2022	T15047M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,695.90
08-19-2022	T15048M	00065	DOYLE MEMBERSHIP TRANSFER	2,667.55
08-19-2022	T15049M	00063	CITY OF STURGIS TAX TRANSFER	17,728.07
08-19-2022	T15050M	05123	COMERICA BANK-INST TRUST SERV	33,631.82
08-19-2022	T15051M	03229	CITY OF STURGIS-WORKERS COMP	2,573.15
08-19-2022	T15052M	00064	INTL CITY MGMT ASSOC RETR CORP	7,412.14
08-22-2022	T15053M	03173	FIFTH THIRD BANK	16,701.06
09-01-2022	T15054M	04088	BLUE CROSS BLUE SHIELD OF MI	25,779.65
09-20-2022	T15055M	00197	CITY OF STURGIS UTILITIES	6,410.68
09-01-2022	T15056M	04291	HUNTINGTON NATIONAL BANK	3,064.69
09-01-2022	T15057M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
09-12-2022	T15058M	04389	FRONTIER COMMUNICATIONS A	55.30
09-12-2022	T15059M	04389	FRONTIER COMMUNICATIONS A	55.66
09-12-2022	T15060M	04389	FRONTIER COMMUNICATIONS A	161.30
09-12-2022	T15061M	04389	FRONTIER COMMUNICATIONS A	76.70
09-12-2022	T15062M	04389	FRONTIER COMMUNICATIONS A	189.66
09-12-2022	T15063M	04389	FRONTIER COMMUNICATIONS A	26.08
09-13-2022	T15064M	04389	FRONTIER COMMUNICATIONS A	209.37
09-13-2022	T15065M	04389	FRONTIER COMMUNICATIONS A	53.41
09-10-2022	T15066M	04421	AT&T MOBILITY	724.76
09-26-2022	T15067M	00197	CITY OF STURGIS UTILITIES	2,884.90
09-01-2022	T15068M	05892	PAYCOR	814.42
09-01-2022	T15069M	06290	MEDPRO WASTE DISPOSAL LLC	35.00
09-12-2022	T15070M	02909	CHARTER COMMUNICATIONS	664.93
09-15-2022	T15071M	04389	FRONTIER COMMUNICATIONS A	604.00
09-19-2022	T15072M	04389	FRONTIER COMMUNICATIONS A	216.04
09-19-2022	T15073M	04389	FRONTIER COMMUNICATIONS A	233.12
09-20-2022	T15074M	03770	MICHIGAN GAS UTILITIES	49.62
09-20-2022	T15075M	03770	MICHIGAN GAS UTILITIES	9,719.46
09-20-2022	T15076M	03770	MICHIGAN GAS UTILITIES	52.61
09-19-2022	T15077M	03770	MICHIGAN GAS UTILITIES	64.97
09-19-2022	T15078M	03770	MICHIGAN GAS UTILITIES	38.12
08-23-2022	T15079M	04088	BLUE CROSS BLUE SHIELD OF MI	73,972.22
08-30-2022	T15080M	04088	BLUE CROSS BLUE SHIELD OF MI	7,171.45
08-22-2022	T15081M	04197	MI PUBLIC POWER AGENCY	299,425.62
08-29-2022	T15082M	04197	MI PUBLIC POWER AGENCY	214,105.48
09-07-2022	T15083M	04088	BLUE CROSS BLUE SHIELD OF MI	41,050.82

Date	Check#	Vendor	Vendor Name	Amount
09-01-2022	T15084M	00426	STURGES YOUNG AUDITORIUM	621.10
09-19-2022	T15085M	03770	MICHIGAN GAS UTILITIES	37.73
09-06-2022	T15086M	04524	ALERUS FINANCIAL	16,106.00
Automatic Checks				
09-14-2022	243831	00110	A & K PRINTING & POOLS	415.00
09-14-2022	243832	00275	A B'S GLOVE & ABRASIVES INC	53.00
09-14-2022	243833	04266	ABONMARCHE CONSULTANTS INC	1,575.75
09-14-2022	243834	00332	ALEXANDER CHEMICAL CORP	184.25
09-14-2022	243835	05583	ALL THINGS FITNESS LLC	424.40
09-14-2022	243836	05103	BRIDGETTE ALLEY	250.00
09-14-2022	243837	06119	AMAZON.COM SALES INC	3,362.12
09-14-2022	243838	04744	AMERICAN GOVERNOR CO	84,030.26
09-14-2022	243839	04674	AMERICAN LEGION POST 073	643.90
09-14-2022	243840	03576	ARROW SERVICES INC	76.55
09-14-2022	243841	05865	ASH'S FAB LLC	2,850.00
09-14-2022	243842	02292	ASPLUNDH TREE EXPERT CO	5,099.05
09-14-2022	243843	06185	BEAVER RESEARCH CO	474.00
09-14-2022	243844	05634	BENCHMARK GROUP INC	2,900.00
09-14-2022	243845	06117	BENITA ANN LEWIS	120.00
09-14-2022	243846	00072	BIRD, SCHESKE, REED & BEEMER,	9,912.09
09-14-2022	243847	02749	HARLAN BLOOD	15.00
09-14-2022	243848	00132	BOFA INC	401.50
09-14-2022	243849	00005	BOGEN CONCRETE INC	1,338.00
09-14-2022	243850	00006	BOLAND TIRE INC	1,188.88
09-14-2022	243851	01283	BYCE & ASSOCIATES INC	3,072.50
09-14-2022	243852	05125	CANNON TECHNOLOGIES	2,400.00
09-14-2022	243853	00296	CHANCE A AND EMILY D VROMAN	58.97
09-14-2022	243854	03833	COCM	330.00
09-14-2022	243855	06065	COOPER'S TRENCHING INC	2,400.00
09-14-2022	243856	05108	CORRIGAN OIL CO	1,634.65
09-14-2022	243857	05863	COTTINS DO IT BEST HARDWARE	496.93
09-14-2022	243858	06308	CRAIG'S LAWN CARE LLC	6,810.00
09-14-2022	243859	06158	CULLIGAN WATER OF STURGIS	240.30
09-14-2022	243860	05694	CUMMINS INC	3,362.56
09-14-2022	243861	06264	CUTTER'S EDGE LAWN CARE LLC	3,294.00
09-14-2022	243862	05909	TONY D'HAESE	48.00
09-14-2022	243863	02005	DELL MARKETING LP	2,250.74
09-14-2022	243864	03109	DOWNTOWN DEVELOPMENT AUTHORITY	895.00
09-14-2022	243865	05730	DRAEGER INC	691.12
09-14-2022	243866	03095	MARY DRESSER	30.00
09-14-2022	243867	00160	DURY OIL CO	518.17
09-14-2022	243868	00364	CAROL DUSTIN	340.00
09-14-2022	243869	06300	EARLEY & ASSOCIATES INC	2,250.00
09-14-2022	243870	00166	ELHORN ENGINEERING CO	1,345.00
09-14-2022	243871	03929	EMERGENCY MEDICAL PRODUCTS INC	1,590.10
09-14-2022	243872	00769	EMERGENCY VEHICLE PRODUCTS INC	9,767.37
09-14-2022	243873	06244	EMERGENCY VEHICLES PLUS	690.00
09-14-2022	243874	00089	ENTENMANN-ROVIN COMPANY	143.25
09-14-2022	243875	04955	ENVIRO-CLEAN	7,768.00
09-14-2022	243876	02815	ENVIRONMENTAL RESOURCE ASSOC	186.35
09-14-2022	243877	05929	FACTUAL DATA	50.00
09-14-2022	243878	05490	FERGUSON WATERWORKS #3386	14,669.35

Date	Check#	Vendor	Vendor Name	Amount
09-14-2022	243879	00776	FLEIS & VANDENBRINK	15,277.37
09-14-2022	243880	06287	FOCAL POINT STUDIOS	10,000.00
09-14-2022	243881	05584	FREDERICK CONSTRUCTION INC	30,311.36
09-14-2022	243882	04389	FRONTIER COMMUNICATIONS A	3,379.14
09-14-2022	243883	00183	W W GRAINGER INC	986.72
09-14-2022	243884	05949	GRASSHOPPER	2,143.68
09-14-2022	243885	04860	GREAT LAKES EMS ACADEMY	26,755.26
09-14-2022	243886	01436	GRIFFITH ELECTRIC LLC	300.00
09-14-2022	243887	04243	GRP ENGINEERING INC	3,050.00
09-14-2022	243888	05637	HANDY EXCAVATING	27,700.00
09-14-2022	243889	06219	HAVILAND PRODUCTS COMPANY	1,312.50
09-14-2022	243890	05586	MARY M HAYLETT	40.00
09-14-2022	243891	06309	HEXAGON EAM HOLDINGS LLC	3,317.21
09-14-2022	243892	04588	HI-TECH ELECTRIC COMPANY	1,837.24
09-14-2022	243893	04081	HOMETOWN HEATING & PLUMBING	102.00
09-14-2022	243894	04922	HUTSON ASSESSING INC	4,769.33
09-14-2022	243895	05171	STUART C IRBY CO	30,818.90
09-14-2022	243896	04543	J & B MEDICAL SUPPLY INC	255.00
09-14-2022	243897	06307	J F BRENNAN COMPANY INC	6,502.50
09-14-2022	243898	06199	JANSEN PLUMBING, HEATING &	637.50
09-14-2022	243899	00296	JASMYNE O BUTTERS	49.84
09-14-2022	243900	00296	JOHN AND TERRY BOWER	474.88
09-14-2022	243901	00020	KENDRICK STATIONERS INC	1,118.25
09-14-2022	243902	05460	LAFONTAINE CHRYSLER DODGE	33,973.00
09-14-2022	243903	04039	LAKELAND ASPHALT CORP	1,632.83
09-14-2022	243904	05977	LAKELAND INTERNET LLC	106.94
09-14-2022	243905	00216	LAWSON PRODUCTS INC	304.57
09-14-2022	243906	03256	LIMA ELEVATOR COMPANY INC	2,924.46
09-14-2022	243907	00220	LITHO PRINTERS INC	298.48
09-14-2022	243908	06238	LUBRICATION ENGINEERS, INC	466.16
09-14-2022	243909	06087	MALLORY SAFETY AND SUPPLY, LLC	566.68
09-14-2022	243910	05945	MED SAFETY PLUS LLC	197.31
09-14-2022	243911	00296	MERVIN J AND KAYLA R MILLER	44.81
09-14-2022	243912	05634	MICHAEL JERNAGAN	50.00
09-14-2022	243913	04817	MICHIANA RECYCLING AND	1,357.51
09-14-2022	243914	00403	MICHIGAN CAT	1,157.95
09-14-2022	243915	03945	MICHIGAN PAVEMENT MARKINGS LLC	12,114.10
09-14-2022	243916	01078	STATE OF MICHIGAN	1,144.00
09-14-2022	243917	05121	MICKEY'S LINEN	340.95
09-14-2022	243918	06026	MID-CITY SUPPLY CO INC	25.16
09-14-2022	243919	00238	MIDWEST COMMUNICATION SERVICES	3,140.21
09-14-2022	243920	00608	MIKE SAYERS	150.00
09-14-2022	243921	04730	MILLER'S SIGN CO INC	30.00
09-14-2022	243922	04014	MILLERS SALES & SERVICE	582.00
09-14-2022	243923	06078	MITCHELL PUMP & SERVICE	1,461.05
09-14-2022	243924	00847	MWEA	460.00
09-14-2022	243925	06069	NAPA AUTO PARTS	229.13
09-14-2022	243926	00255	NIBLOCK EXCAVATING INC	3,447.51
09-14-2022	243927	06051	NORTHERN CONSTRUCTION SERV COR	7,502.03
09-14-2022	243928	03080	OTIS ELEVATOR COMPANY	1,485.96
09-14-2022	243929	03935	PARAGON LABORATORIES INC	2,357.00
09-14-2022	243930	00263	PERRY PERSONNEL PLUS INC	135.00
09-14-2022	243931	00033	POSTNET POSTAL & BUSINESS	401.44

Date	Check#	Vendor	Vendor Name	Amount
09-14-2022	243932	00485	POWER LINE SUPPLY	8,205.72
09-14-2022	243933	00031	POWER SYSTEM ENGINEERING INC.	3,935.00
09-14-2022	243934	06064	POWERSCREEN OF INDIANA INC	262.48
09-14-2022	243935	06085	PRESIDIO NETWORKED SOLUTIONS	852.81
09-14-2022	243936	03091	PRIME QUALITY ELECTRIC LLC	456.78
09-14-2022	243937	04481	PROF SPORTS SPECIFIC TRAINING	180.00
09-14-2022	243938	05468	PVS TECHNOLOGIES INC	2,184.56
09-14-2022	243939	06312	QUALITY AUTO SERVICE CENTER	290.70
09-14-2022	243940	04251	RAI JETS LLC	1,260.00
09-14-2022	243941	02847	J RANCK ELECTRIC INC	7,980.37
09-14-2022	243942	04909	REHMANN ROBSON LLC	137.50
09-14-2022	243943	00035	RESCO	1,097.50
09-14-2022	243944	05379	S & S INDUSTRIAL SUPPLY	404.41
09-14-2022	243945	00037	S L C METER SERVICE INC	6,109.08
09-14-2022	243946	05765	SELKING INTERNATIONAL	263.64
09-14-2022	243947	01749	SHOLL EXCAVATING	150.00
09-14-2022	243948	05948	SILVERSMITH INC	2,600.00
09-14-2022	243949	05168	SLS PRODUCTION SERVICES LLC	29,032.15
09-14-2022	243950	05518	SNAP-ON INDUSTRIAL	127.83
09-14-2022	243951	00296	SOUTHWEST MICHIGAN ASSET MGMT	18.71
09-14-2022	243952	03160	SPARLING CORPORATION	206,449.57
09-14-2022	243953	05634	SPORTSARAMA	891.37
09-14-2022	243954	02179	SPRINT	270.00
09-14-2022	243955	04310	SSEO GROUP INC	383.25
09-14-2022	243956	00488	STATE SYSTEMS RADIO INC	4,190.06
09-14-2022	243957	04903	STONECO OF MICHIGAN	50.50
09-14-2022	243958	03773	STOOPS FREIGHTLINER	156.80
09-14-2022	243959	01458	STURGIS AREA CHAMBER	5,349.63
09-14-2022	243960	00042	STURGIS ELECTRIC MOTOR SERVICE	14.00
09-14-2022	243961	03483	STURGIS HOSPITAL	120.00
09-14-2022	243962	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
09-14-2022	243963	02996	SYNERGY SYSTEMS INC	3,347.05
09-14-2022	243964	00554	T C APPLIANCE	59.95
09-14-2022	243965	06281	T-MOBILE USA INC	21.37
09-14-2022	243966	00296	TAMMY S FULLER	17.24
09-14-2022	243967	06188	TASTEFUL KREATIONS	1,040.00
09-14-2022	243968	06151	THE NAKED SHIRT CUSTOM PRINTNG	319.00
09-14-2022	243969	00047	CITY OF THREE RIVERS	400.00
09-14-2022	243970	05777	TRACE ANALYTICAL LABORATORIES	717.00
09-14-2022	243971	05745	ERICA VARGAS SARCO	180.00
09-14-2022	243972	06272	WEST MICHIGAN BASEBALL	229.44
09-14-2022	243973	02948	WITMER PUBLIC SAFETY GROUP INC	109.99
09-14-2022	243974	06315	XPO LOGISTICS FREIGHT INC	1,542.95
09-14-2022	243975	06107	YEOMAN, TALIA	660.00
09-14-2022	D01872	01213	BISBEE INFRARED SERVICES INC	1,000.00
09-14-2022	D01873	04066	BORDEN WASTE-AWAY SERVICE INC	6,398.43
09-14-2022	D01874	02983	CINTAS LOCATION #351	1,779.37
09-14-2022	D01875	00157	JACK DOHENY COMPANIES INC	3,130.13
09-14-2022	D01876	00019	KENDALL ELECTRIC INC	1,251.85
09-14-2022	D01877	03944	LINDE GAS & EQUIPMENT INC	232.70
09-14-2022	D01878	06250	MARANA GROUP	4,143.83
09-14-2022	D01879	01080	NYE UNIFORM CO	86.55

Manual Total	\$2,410,306.55
Automatic Total	\$746,995.63
Grand Total	\$3,157,302.18

**PAYROLL DISBURSEMENT  
FOR PAYROLL ENDING 08/14/2022  
PR0590M PAYROLL DATE 08/19/2022**

GENERAL	\$166,971.34
MAJOR STREET	10,830.70
LOCAL STREET	6,780.88
CEMETERY	6,931.99
DDA	846.14
AIRPORT	1,371.61
BUILDING	2,763.14
STURGES-YOUNG CENTER FOR THE ARTS	5,430.60
RECREATION	3,986.34
DOYLE RECREATION CENTER	8,154.50
AMBULANCE	6,501.91
ELECTRIC	80,873.39
SEWER	14,934.39
WATER	11,547.62
MOTOR VEHICLE	2,515.73
<b>Payroll Sub-Total</b>	<b>\$330,440.28</b>



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10A**



# Exhibit A

## Specifications for REMOVAL, TRANSPORTATION, and LAND APPLICATION OF WASTEWATER BIOSOLIDS

### PART I. REMOVAL FROM SOLIDS STORAGE TANK

**Overall Management** CONTRACTOR shall provide the necessary management services in accordance with Federal, State and Local Regulations for the transportation and beneficial land application of wastewater biosolids from the CITY OF STURGIS (CITY) facilities. CONTRACTOR shall abide by and observe all Federal 40 CFR Part 503, State Part 24 rules, and EGLE requirements, which pertain to the “application” of biosolids.

**Acceptance of Biosolids** CONTRACTOR shall accept from the CITY biosolids that are suitable for beneficial use in a land application program under Federal, State and Local Regulations, and that meets the requirement for PSRP (Class B) treatment as determined by applicable Federal, State, and Local Regulations. The acceptance of biosolids by CONTRACTOR does not release the City of Sturgis for the ultimate responsibility for the biosolids under Federal, State, or Local statutes.

**Biosolids Loading and Transport** CONTRACTOR shall provide the necessary labor and equipment to load biosolids efficiently and safely into transport vehicles, to transport the biosolids to EGLE approved application sites, and to land apply the biosolids to suitable farmland sites in accordance with Federal, State and Local Regulations. If the CONTRACTOR uses additional water to assist in the loading and unloading of the biosolids it shall not be included in the calculations for the determination of quantity removed. CONTRACTOR shall utilize watertight transportation vehicles to prevent any leakage.

**Determination of Quantity Removed** CONTRACTOR shall provide CITY a duplicate copy of load sheets which detail the following items:

- ☐ date of removal
- ☐ time the truck left facility
- ☐ truck number
- ☐ driver name
- ☐ gallons of biosolids on the vehicle
- ☐ Farmer's name, Approved field identification number, and number of acres acceptable for use in the field.

One copy of the load sheet(s) will stay with the CITY and the other will remain with the CONTRACTOR. The quantity of biosolids loaded on a vehicle will be recorded:

1. Solids Storage Tank MAG meter located in line between storage tank and transport vehicle, and
2. As mutually agreed, to by CONTRACTOR and CITY.

**Land Application of Biosolids** CONTRACTOR shall provide the labor and equipment to properly apply the biosolids to suitable application sites at agronomic rates in accordance with all applicable Federal, State and Local Regulations. Application of biosolids shall conform to all applicable Federal (EPA 40 CFR Part 503 Regulations), State (Rule 24 & EGLE Rules), and Local Regulations. CITY will provide the calculated agronomic application rates for each application site. The biosolids shall be subsurface injected using applicators equipped with a pressure/vacuum application system. CONTRACTOR shall make all efforts to maintain application site integrity.

**Determination of Acreage applied** CONTRACTOR shall provide CITY a duplicate copy of application sheets which detail the following items:

- ☐ Approved field identification number, township number, and number of acres acceptable for use in the field.
- ☐ Number of acres (or measurements in Length (ft) x Width (ft)) which biosolids were applied to the field in any calendar month.

**Monthly Reports** the CITY shall complete all required Federal or State waste disposal sheets, applicable to the biosolids land application program. The CITY as required by Federal, State and Local Regulations shall maintain these records.

**Laboratory Analyses and Permits** CITY shall provide laboratory analyses for total metals, nutrients, and PFAS on samples of biosolids prior to removal from the facility. CITY shall be responsible for all routine soil fertility analyses associated with land application of CITY biosolids during the term of this Agreement. CITY will be responsible for any additional analytical testing that Federal, State, or Local regulatory agencies may require. The cost of these analyses shall not be included in the unit rate (cost/gallon).

**Review of Operations** CONTRACTOR shall allow CITY representatives to monitor daily operations with respect to the application of biosolids. The CITY will measure rainfall at each application site, precipitation greater than quarter (¼) inch and/or an amount agreed upon with the farmer shall limit application operations.

**Emergency Response** No spillage or tracking of biosolids off site shall be permitted. CONTRACTOR shall provide for the prompt clean up of any spill. In the event of a spill, CONTRACTOR shall promptly notify the CITY. If such events are attributed to CONTRACTOR negligence, CONTRACTOR shall reimburse CITY for any costs of cleaning up spills which, at CITY option, are cleaned up by CITY.

**Proprietary Rights** All biosolids disposal records, data, and information, including, but not limited to, operation reports, land records, laboratory data, upon termination of this contract, shall remain the property of the CITY.

**Agronomic Services** CITY shall provide agronomic management services that include the location of suitable farmland application sites. Application sites will meet the requirements for land application sites in accordance with applicable Federal, State, and Local regulations for the use and beneficial reuse of biosolids. Proposed farmland application sites shall be properly documented, and at a minimum shall include the following:

- ❑ Landowner agreement form,
- ❑ Soil analyses and fertilizer recommendations for proposed crop,
- ❑ Plat maps indicating location and ownership of property,
- ❑ ASCS map indicating application area,
- ❑ ASCS soil survey map indicating soil types, slope, and drainage class,
- ❑ Other relative biosolids analyses, soil analyses or cropping information.

**Valid Permits** the CITY shall be responsible for, and maintain, all required Federal, State and Local biosolids management permits (i.e., EGLE RMP, US-EPA biosolids management permit, US-EPA NPDES permit) as required by Federal, State of Local regulations. The CITY shall abide by and shall have responsibilities as the “preparer” of the biosolids under the requirements of 40 CFR Part 503.

## **PART II. ONE TIME SOLIDS STORAGE TANK CLEANING**

**SOLIDS Storage Tank Cleaning** Specification for biosolids transportation and land application removal from solids storage tank shall also apply to **Solids Storage tank cleaning**. At the request of the CITY, CONTRACTOR shall provide confined space entry for tank cleaning services to remove accumulated biosolids for subsequent land application in the second year of the contract. CONTRACTOR shall be responsible for compliance with confined space entry requirements. CITY shall provide for required cleaning water at no cost to CONTRACTOR.

### **PART III. ONE TIME POLISHING POND SOLIDS REMOVAL**

At the request of the CITY, CONTRACTOR shall provide labor and equipment necessary to remove accumulated solids in the POLISHING POND (POND) via dredging operations for land application in the first year of the contract. The POND will be in use during the time of the contract and will be receiving daily flows up to 1.5 million gallons per day.

The CONTRACTOR shall schedule and coordinate his Work as needed to minimize interference with the CITY's operation of the POND and to allow the CITY to maintain continuous operation of the POND. CONTRACTOR shall only remove solids from Polishing Pond **between October 1<sup>st</sup> and May 1<sup>st</sup>**.

It shall be the CONTRACTOR's responsibility to determine the condition of the Site as required to accommodate the CONTRACTOR's residuals removal operation. Any damage to the Site caused by the CONTRACTOR's operations shall be repaired at no additional cost to the CITY.

The CONTRACTOR shall conduct his residuals removal operations to prevent damage to the POND. CONTRACTOR shall be responsible for any damages to POND liner and/or CITY owned equipment. The CONTRACTOR shall comply with CITY's safety rules while on CITY's property.

The CONTRACTOR shall be responsible for removing and disposing of any debris in the POND including, but not limited to, residuals, and vegetation. ~~Vegetation and residuals shall be removed adjacent to the POND perimeter without jeopardizing the integrity of the bank.~~ Dredging operation shall maintain a minimum distance of 6 inches from the bottom to avoid removal of sand layer from liner.

The CONTRACTOR shall keep CITY informed of accidents on the Site and related claims. During the performance of the Work, CONTRACTOR is responsible for adapting its means, methods, techniques, sequences, and procedures to allow CITY to maintain operation at the existing level of facility production and consistent with applicable permit requirements, and Laws and Regulations. In performing such Work and in cooperating with the CITY to maintain operations, it may be necessary for the CONTRACTOR to plan, design, and provide various temporary services, utilities, connections, temporary piping, access, and similar items which will be included within the Contract.

The CONTRACTOR assumes all liability for meeting the discharge limitations as given in Permit No. MI0020451.

CITY shall be responsible for Residual Management Program (RMP) amendment required by EGLE to land apply aerobic treated biosolids.

CITY reserves the right to either award separate contracts for Parts I, II, and III or One combined contract.

**Bids to be received by Monday August 29th, 2022, at 4:00 p.m.**

**AS-READ BIDS**  
FOR  
**REMOVAL, TRANSPORTATION AND LAND APPLICATION OF BIOSOLIDS**

Monday, August 29, 2022 at 4:00 P.M.  
Sturgis City Hall-Large Conference Rm

		BioTech Agronomics, Inc.		Wealing Brothers, LLC		Agri-Nutrient Application, LLC		
Part I.	Solids Removal from Storage	Unit		Unit		Unit		
	Year	Est. Qty.	Price/Gallon	Amount	Price/Gallon	Amount	Price/Gallon	Amount
	2022-23	1,000,000	\$ 0.0745	\$ 74,500.00	\$ 0.050	\$ 50,000.00	\$ 0.0575	\$ 57,500.00
	2023-24	1,000,000	\$ 0.0784	\$ 78,400.00	\$ 0.051	\$ 51,000.00		\$ -
	2024-25	1,000,000	\$ 0.0825	\$ 82,500.00	\$ 0.052	\$ 52,000.00		\$ -
	2025-26	1,000,000	\$ 0.0868	\$ 86,800.00	\$ 0.053	\$ 53,000.00		
	sub-total Part I.			\$ 322,200.00		\$ 206,000.00		\$ 57,500.00
Part II.	One time Storage Tank Cleaning	Unit		Unit		Unit		
		Est. Qty.	Price/Gallon	Amount	Price/Gallon	Amount	Price/Gallon	Amount
		600,000	\$ 0.110	\$ 66,000.00	\$ 0.065	\$ 39,000.00		\$ -
	sub-total Part II.			\$ 66,000.00		\$ 39,000.00		\$ -
Part III.	One time Polishing Pond Cleaning	Unit		Unit		Unit		
		Est. Qty.	Price/Gallon	Amount	Price/Gallon	Amount	Price/Gallon	Amount
		600,000	\$ 0.140	\$ 84,000.00	\$ 0.115	\$ 69,000.00		\$ -
	sub-total Part III.			\$ 84,000.00		\$ 69,000.00		\$ -
Total Amount				\$ 472,200.00		\$ 314,000.00		\$ 57,500.00
Comments: BioTech noted Fuel surcharge provisions and pricing contingent on being awarded Parts I, II, & III.						Agri-Nutrient Application only provided cost for one-year		

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**







P.O. Box 214, Niles, MI 49120  
Phone:/Fax (269) 663-7467 Toll Free: 1-877-902-7467  
Email: [info@pgmstgr.com](mailto:info@pgmstgr.com)

August 31, 2022

City of Sturgis City Tree Maintenance Program 2022/2023 Tree Contractor  
Recommendation:

Requests for rate increases were received for the City Tree Maintenance Program  
2022/2023.

Plant Growth Management Systems respectfully recommends that the City of Sturgis  
maintains the City Tree Maintenance Program 2022/2023 contract with Asplundh Tree  
Experts LLC. This recommendation is based upon the following factors:

- They have all the necessary human and equipment resources to meet the contract needs.
- They are available to work on site 40 hours a week from April 1<sup>st</sup> through September 30<sup>th</sup>.
- They have experience with Sturgis' city tree maintenance program.
- The increased rates are minimal:
  - Bucket truck increased by \$3.51 (from \$19.89 to \$23.40)
  - Chipper increased by \$0.62 (from \$5.55 to \$6.17)
  - Pickup increased by \$2.04 (from \$11.55 to \$13.59)
  - All other rates increased by 5% besides Stump Grinding that remains the same

Sincerely,  
Nate Kusmiz  
Field Manager/City Forester  
Plant Growth Management Systems  
574-334-1363

City Tree  
Maintenance  
Contract  
Asplundh  
Tree Experts  
LLC.

2022-

2023

**The City of Sturgis**  
**CITY TREE MAINTENANCE CONTRACT**

This Contract made and effective this 1<sup>st</sup> day of October, 2022, by and between The City of Sturgis, with its principal place of business at 130 N. Nottawa St., Sturgis, MI 49091 hereinafter called the COMPANY and Asplundh Tree Experts LLC, with its principal place of business at 681 1<sup>st</sup> St. SW, Massillon OH 44647, hereinafter called the “Contractor.”

The term of this Contract shall be to September 30, 2023. The Company reserves the right to terminate this Contract by the terms outlined in ARTICLE V Section B.

**ARTICLE I**

**PURPOSE AND GENERAL**

A. The Company is a municipal electric utility who will employ the Contractor to perform tree trimming, tree and brush removal along the Company’s designated city right-of-ways in accordance with specifications set forth in Addendum A. and for the compensation set forth on the attached Addendum B. In performing its responsibilities under this Contract, the Contractor shall be and shall function as an independent, outside contractor and neither it, its employees, nor its subcontractors (if any) shall be deemed to be employees or agents of the Company.

B. The Contractor shall do the work called for by this contract using to its own labor, equipment, means and methods, which shall belong to and remain in the exclusive charge and control of the Contractor, and which shall not be subject to any control or supervision by the Company, except as to the results of said work; and it is expressly understood that the Company does not hereby hire or rent the use of the same, or assume any liability for the use or method of use thereof.

C. The Contractor and its employees and subcontractors, if any, will at all times be responsible for conducting itself in a courteous and non-confrontational manner with property owners, customer-citizens of the Company, and public authorities in order not to jeopardize relationships between the Company and its customer-citizens or the general public.

D. The Contractor shall be responsible for developing and implementing proper and effective safety techniques and training in regards to its employees for the purpose of minimizing the possibility of accidents, injuries, or damage to persons or property in connection with the work intended hereby.

E. The Contractor shall comply with all ordinances, laws, orders, rules and regulations pertaining to such work made by any governmental authority or public regulatory body and, except as otherwise provided in Article IV hereof, shall secure all licenses or permits required by law. The Contractor shall also furnish to the Company, when requested, a certificate or other proof of said compliance. The Contractor shall comply with all applicable OSHA and state appropriate safety standards. The Contractor shall, when requested by the Company, forward documentation of crew training prior to the start of the project.

F. In order to ensure satisfactory relationships between the Company and its customer- citizens and landowners abutting Company easements, the Contractor shall clean up its work areas at the end of each day and remove and dispose of the vegetation and debris resulting from its work, subject to the specifications attached hereto as Addendum A which shall be controlling.

G. The terms of this contract shall not be changed, superseded or supplemented except in writing signed by the parties hereto. This contract shall not be assigned or any part thereof sublet by the Contractor without the Company's written consent.

H. The Contractor and its employees agree to perform their duties in accordance with the Company's values statement, if any, which if applicable, shall be provided to the Contractor.

I. In the event of an emergency caused by storms or for any other reason the Contractor shall respond and perform its services commencing within two (2) hours after notification by the Company.

J. In the event of non-emergency work that must be performed outside of the normal unit work, the Contractor shall provide the requested equipment.

K. The Contractor shall hire the necessary personnel to complete all work planned in the calendar year. The Contractor shall complete the scheduled annual production unit work on a quarterly basis. Any deviations from this expectation must be approved in writing by the Company or PGMS representative. If the Contractor wishes to complete the bulk of the work in a shorter amount of time it must make available, upon request, a minimum of one crew through the remainder of the contract period. In order to complete the bulk of the work in a shorter amount of time the Contractor shall submit a written proposal to the Company. The Company reserves the right to reject any proposals not consistent with the attached addenda.

## **ARTICLE II**

### **PAYMENT**

A. The Company agrees to pay and the Contractor agrees to accept in full compensation for the work to be performed by the Contractor, the amounts of the fixed price set forth in Addendum B hereto annexed.

B. In the event that the work calls for a variable or indeterminate Contract price dependent upon time charges of the Contractor devoted to the work, the time of the Contractor's employees will start when they reach the established meeting place to be mutually agreed upon by the Contractor and the Company, and will cease when they return to the established meeting place, with the usual time off for the noon day meal. An ordinary workweek shall consist of forty (40) hours at straight-time rates. Overtime work which results in an additional charge may be performed hereunder provided the same shall have been authorized by the Company in writing prior to the performance thereof.

C. The Contractor agrees to render to the Company weekly invoices and daily work reports for the invoice period for each work crew, detailing trees trimmed, or trees removed for all work performed the preceding week. In the case of a fixed price Contract, these invoices shall be for the Company's informational purposes in monitoring the progress of the job. In the case of variable or indeterminate price Contract, the Company agrees to pay such invoices within thirty (30) days of approval of the week covered by such statement. The provisions of the following paragraph D shall apply to all Contracts.

D. The Company may withhold payments for work completed to the extent necessary to protect itself against loss on account of:

1. Defective work that is not remedied in an appropriate amount of time.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments promptly to its subcontractors, or for material or labor.
4. Damages to structures or properties.

When the Contractor has corrected the above conditions, the Company agrees to pay any amounts withheld because of those conditions within thirty (30) days of approval.

E. All work submitted by Contractor for payment will be inspected by an employee of the Company or its representative to ensure the work is properly completed. Any crew and equipment time necessary to correct work invoiced and not accepted may not be billed to Company as a result of correction.

F. It is the Contractor's responsibility to preview the issued production unit work. Prior to commencing work, all time and material requests must be preapproved by the Company or a PGMS representative. Failure to notify the Company or PGMS representative prior to commencement of production line clearance work may result in the denial of time and material charges, and payment will be made based on the contractual unit price listed in the line clearance rate schedule.

## ARTICLE III

### INSURANCE / LIABILITY REQUIREMENTS

A. The Contractor agrees to be responsible for, and to protect, indemnify and hold harmless the Company from and against the payment of any and all sums of money, by reason of any accidents, injuries, or damages to persons or property, which may arise out of or in connection with the Contractor's performance or non-performance of the Contract work, including reimbursement of Company's reasonable attorney fees and costs incurred in the investigation, defense, or resolution of any such claim.

B. Neither the Company nor the Contractor shall be liable either to the other, for loss, damage, or delay resulting from causes beyond its reasonable control such as those caused by fire, flood, accident, labor controversy, civil, governmental or military authority, insurrections, riot, embargoes, unavoidable delays in transportation, acts of God or the public enemy, or inability or delays in procuring materials.

C. The Contractor shall obtain and maintain throughout the Contract term insurance coverage in the following minimum requirements:

1. Worker's compensation insurance, in statutory limits, covering all its workers who perform any of the obligations assumed by the Contractor under this Contract.
2. Public liability and property damage insurance covering all operations under this Contract with limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence. The insurance required by this subparagraph shall name Company as a coinsured to the extent of any claim, demand or suit made upon or against Company arising out of any such occurrence.
3. Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired with liability limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence.
4. The Company shall have the right at any time to require insurance coverage greater than those required above. In such event, any additional premium applicable to such additional insurance shall be added to the Contract price.
5. The Company shall require the same insurance provisions will be adhered to for all subcontracted or for-hire entities that the Contractor may choose to use for Contract purposes.
6. The Company requires that the policy include as "additionally insured" the Company's proper name and assumes all officers, agents, and employees thereof and those governmental bodies performing permit activities for the Company pursuant to a maintenance Contract.
7. All insurance policies required under this paragraph C of Article III shall contain the appropriate endorsement, and cancellation and change language substantially equivalent to the following:

This insurance will not be cancelled by this insurance company nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insured, without first giving thirty (30) days' notice in writing to the Company using the following address; City of Sturgis, 130 N. Nottawa St., Sturgis, MI 49091, Attn: Operations Manager, as evidenced by the return receipt of registered or certified mail.

## **ARTICLE IV**

### **PERMITS**

The Contractor agrees to notify municipal, state or federal authorities, where such authorities have jurisdiction prior to entering their lands. The obtaining of all original consents, easements, or permits for such line clearing, trimming, or vegetation control being the responsibility of the Company.

## **ARTICLE V**

### **CONTRACTUAL RIGHTS**

A. It is expressly understood and agreed upon by both the parties hereto that the right to perform tree-trimming and line clearance work for the Company is not being granted exclusively to Contractor and that the Company may in its sole discretion contract with other persons or corporations to perform similar services for it and/or perform such work itself.

B. In the event that the Company wants to terminate the contract either because of a violation by the Contractor of any provisions of this Contract, or for any other reason, the Company shall have the immediate right to cancel this Contract upon advance written notice to Contractor and to complete the work commenced by the Contractor without incurring any liability to the Contractor, other than payment to the Contractor of the fair value to the Company of the work already performed prior to such cancellation.

C. Subject to the restrictions hereinabove contained in regards to subcontracting, this Contract shall be binding upon the successors and assigns of the parties hereto. This Contract shall become effective upon execution and shall continue until the work agreed upon has been completed to the reasonable satisfaction of the Company or until otherwise terminated in accordance with other provisions of this Contract, whichever comes first. In the event that either of the parties becomes insolvent, a petition in bankruptcy is filed for or against either party, or either party is placed under state court receivership, then the other party, at its option, may forthwith elect to terminate this Contract without further liability to the other.

D. It is the intention of the parties that the Contractor shall at all times and in all respects be deemed an independent, outside contractor in the performance of its duties and responsibilities hereunder. It shall have no authority to act for or bind the Company. This Contract shall be interpreted in all respects to be consistent with such independent contractual relationship.

E. The Contractor represents and warrants to the Company that, as a corporation or similar entity, it is duly incorporated or similarly integrated and in good standing with the State of Michigan and duly authorized to do business within the State of Michigan as of the date of execution hereof. The Contractor covenants and agrees to maintain such status during the life of this Contract and that the individuals executing this Contract on behalf of the Contractor are duly authorized to act and bind the Contractor. The Company makes the same representations to the Contractor.

IN WITNESS WHEREOF the parties have executed this Contract as of the day and year above first written.

“COMPANY – The City of Sturgis”

BY: \_\_\_\_\_, ITS: \_\_\_\_\_

*Signature:* \_\_\_\_\_

DATE: \_\_\_\_\_

“CONTRACTOR”

BY: \_\_\_\_\_, ITS: \_\_\_\_\_

*Signature:* \_\_\_\_\_

DATE: \_\_\_\_\_



## **Addendum A**

### ***Right-Of-Way Maintenance and Clearance Specifications***

Prepared by:



**P.O. Box 214, Niles, MI 49120**

Phone: (269) 663-7467 Toll Free: 1-877-902-7467

Email: [info@pgmstgr.com](mailto:info@pgmstgr.com)

**Preface:**

The extent of the following specifications is to provide guidelines and expectations for city right of way and line clearance trimming, removal of trees, brush, and other vegetation. The specifications will include the performance of new right-of-way clearing work for electric service extensions. Any deviations from these specifications must be approved in writing by a PGMS Field Manager or a representative the COMPANY.

**Definitions and Related Terms:**

- A TREE is a stem(s) of a woody plant that has a 4 inch dbh or larger (this includes “stump sprout trees”).
- BRUSH is any plant that has less than 4 inch dbh.
- A UNIT of brush is defined as 500 square feet measured from canopy edge to canopy edge and can be broken down to the nearest 1/10<sup>th</sup> unit.
- A TRIM is any woody plant that is identified to be trimmed.
- A REMOVAL is any plant that has a 4 inch dbh or larger and has been identified to be removed.
- The entity responsible for the line clearance trimming is the CONTRACTOR and the entity requesting the work to be done is the COMPANY.
- AUTHORIZED WORK is any and all work that is issued to the CONTRACTOR by a PGMS Field Manager or a representative of the COMPANY. Only work planned will be considered authorized work.
- COMPLETED WORK is authorized work completed in accordance with these line clearance management specifications.

**Preplanning of Work:**

- A qualified PGMS Field Manager will complete all city tree maintenance preplanning in conjunction with and/or in advance of authorized work.
- Either a PGMS Field Manager or a representative the COMPANY must approve any changes made to the authorized work.
- Either a PGMS Field Manager or a representative the COMPANY must approve any and all time and material work prior to said work being initiated.
- A PGMS Field Manager will inspect the completed work and present a written recommendation for payment to the COMPANY upon acceptance of said work.

**Contractor Obligations:**

- Before submitting work to the PGMS Field Manager for a payment recommendation a representative of the CONTRACTOR must inspect all work prior to considering it completed.
- For a PGMS Field Manager to present a written recommendation to the COMPANY for payment, the work completed must be a minimum of 95% correct. The work is considered correct if it corresponds with this guideline’s specifications. Any amount retained for uncompleted work will be paid upon final completion and acceptance of the work by the COMPANY.

- If the work is less than the stated percentage, the city tree maintenance CONTRACTOR is responsible for the cost of re-inspection by a PGMS Field Manager at an hourly rate of \$75.00.
- The work location of the CONTRACTOR shall be reported daily to a representative of the COMPANY or a PGMS Field Manager. In addition, the CONTRACTOR shall provide weekly time sheets describing the nature of work performed and the amount of man-hours spent on said work.
- The CONTRACTOR will contact a PGMS Field Manager, a representative of the COMPANY and the property owner within a reasonable amount of time when a damage complaint has been received.
- The progress or resolution of a damage complaint should be reported to the PGMS Field Manager, a representative of the COMPANY and the property owner as soon as possible.
- In the event a dispute arises between the property owner and the CONTRACTOR, the COMPANY has the final authority as to the responsibility and liability of the CONTRACTOR.
- The CONTRACTOR shall be responsible for the cost of all herbicide.
- Any herbicide applications (except stump treatments) must be approved in advance by a manager of PGMS.

### **Field Specifications for City Tree Maintenance work:**

- All work shall be completed according to arborist standards as described in the most up-to-date ANSI A300 Guidelines. Exceptions must be approved in writing by a PGMS field Manager or a representative the COMPANY.
- All City trees will be trimmed for both city and privately owned property as outlined in the most up to date city ordinances.
- All debris shall be removed as outlined in the field specifications with the exception of wood over 4 inches in diameter; this shall be removed within 72 hours.
- All stumps shall be removed to a minimum depth of 6 to 8 inches or to a depth equal to the surrounding landscape.
- All woody debris from stump grinding shall be removed.
- All stumps shall be filled with a viable quality top soil, tamped down, and seeded with a grass mixture provided by the CONTRACTOR and to be approved by the PGMS field Manager or a representative of the COMPANY.

### **Field Specifications for Electric Utility Trimming:**

- All trees shall be trimmed according to arborist standards as described in the most up-to-date ANSI A300 Guidelines.
- All trees shall be trimmed for the maximum clearance allowed while using the ANSI A300 standards and/or while completing line clearance to a minimum of three (3) years clearance. Where a three (3) year minimum clearance is not physically possible or other deviations are necessary, the CONTRACTOR will contact a PGMS Field Manager for authorization.

- All dead, dying, or defective limbs of authorized work, which may interfere with or endanger operational safety and line maintenance, shall be removed even if they may be outside the clearance specified.
- All limbs and brush resulting from authorized work shall not be left on the property overnight unless the landowner is notified.
- All wood larger than 3 inches in diameter from a trimmed or removed tree shall be cut into reasonable lengths for the property owner to handle easily and neatly stacked at the base of the tree or adjacent to the stump.
- All wood less than 3 inches in diameter from a trimmed or removed tree shall not be left on the property.
- All wood and brush debris resulting from authorized work shall not be left within public, road, or utility right-of-way, and must be moved to an area that will not interfere with utility access or flow of streams and irrigation ditches.
- Permission from the property owner must be obtained prior to windrowing or stacking of brush and it remains the responsibility of the CONTRACTOR if the property owner rescinds the offer for any reason. If brush is windrowed, useable wood must be separated from the brush, and the windrow must be placed in such a way that it will not limit normal access to right-of-way and include “gaps” at each pole structure.
- All stumps shall be cut at a height no greater than 3 inches above ground.
- All stumps shall be treated with an approved herbicide unless off-site contact is possible or if the tree is unaffected by the herbicide (i.e.: most evergreens).
- All brush stumps shall be flush cut, resulting in no “spears” left in the right-of-way.
- The CONTRACTOR may, at its own discretion, use any herbicide necessary for each situation as long as the contractor holds all required permits and licenses for such application and the herbicide meets governmental requirements and attains the minimum 90% kill rate. If the kill rate is below 90%, the CONTRACTOR is responsible for retreating at its expense.

### **Line Clearance Trimming Requisites:**

- All work issued shall be completed on the fixed price (unit) outlined in Article II of the right-of-way clearance contract. It is expected that each job issued will be inspected by the CONTRACTOR and any variable (time and material) requests will be made in advance of commencing work.
- Three phase and multi-phase lines shall be trimmed to eliminate any overhang while maintaining the health of the tree. When overhang branches are left on tree, they should appear to be structurally able to withstand the normal stress of wind, snow, and ice.
- Overhang on single-phase lines shall be trimmed to obtain a minimum of 15 feet of clearance and any overhang branches that are left on the tree should be able to withstand the normal stress of wind, snow, and ice.
- Secondary and service lines shall be trimmed to provide swing clearance and in accordance to arborist standards.

**Field Specifications for Mechanical Clearing:**

- All rights-of-way shall be cleared back to the original boundary line. If the boundary is not evident all rights-of-way shall be designated as 30 feet in width (15 feet on either side of the utility center line). Deviations from this must be approved by a PGMS Field Manager or a representative of the COMPANY.
- All non-utility compatible vegetation shall be removed from right-of-way.
- All utility compatible brush can be left as long as it does not interfere with normal COMPANY operations.
- All stumps shall be cut at a height no greater than 3 inches above ground. All brush stumps shall be flush cut, resulting in no “spears” left in the right-of-way.

## Addendum B

### City Tree Maintenance time and material rate schedule 2022/2023

Contractor: Asplundh Tree Experts LLC. Date: \_\_\_\_\_

#### City Tree Maintenance Fee Schedule

##### Time and Material Hourly Rates

##### Hourly Rates

##### Emergency Call-out

Two-person crew with bucket truck excluding chipper \$ 174.31

Three-person crew with bucket truck excluding chipper \$ 235.90

##### Regular time

Two-person crew with bucket truck and chipper \$ 133.15

Three-person crew with bucket truck and chipper \$ 180.63

Four-person crew with bucket truck and chipper \$ 225.83

Two-person manual crew with chipper \$ 128.06

Three-person manual crew with chipper \$ 173.86

Four-person manual crew with chipper \$ 221.20

Loader/Tractor and Dump Truck (fully staffed and equipped) \$ 141.38

Foreman \$ 59.58

Trimmer \$ 48.11

Ground man / Flagger \$ 45.89

Bucket truck \$ 23.40

Chipper Truck \$ 15.53

Dump Truck \$ 15.53

Chipper \$ 6.17

Pickup \$ 13.59

Loader/Tractor \$ 41.17

Stump Grinding:

- Specify if by: per stump or per stump diameter inch.
- Stump grinding rate will include time and material, removal of stump grindings, top soil, and grass seed.

: Per stump diameter inch \$ 15.50

## Sturgis 2022/23 Line Clearance Fee Schedule Bids

### Unit Prices (trim, removal, removal of 1 unit of brush)

PRESENTED BY:	Williams Tree Co LLC	Asplundh Tree Expert, LLC	Tree Core LLC
	\$72.00	\$91.30	\$86.00

### Time & Material Hourly Rates

PRESENTED BY:	Williams Tree Co LLC	Asplundh Tree Expert, LLC	Tree Core LLC
Emergency Call-out 2 person	\$200.00	\$174.31	\$186.00
Emergency Call-out 3 person	\$268.00	\$235.90	\$245.00
Regular time 2 person w/ truck & chipper	\$135.00	\$133.15	\$130.00
Regular time 3 person w/ truck & chipper	\$180.00	\$180.63	\$190.00
Regular time 4 person w/ truck & chipper	\$230.00	\$225.83	\$250.00
2 person manual crew w/ chipper	\$135.00	\$128.06	\$130.00
3 person manual crew w/ chipper	\$180.00	\$173.86	\$190.00
4 person manual crew w/ chipper	\$230.00	\$221.20	\$250.00
Foreman	\$60.00	\$59.58	\$67.00
Trimmer	\$55.00	\$48.11	\$67.00
Ground man/Flagger	\$45.00	\$45.89	\$64.00
Bucket truck	\$25.00	\$23.40	\$25.00
Chipper truck	\$25.00	\$15.53	\$25.00
Chipper	\$20.00	\$6.17	\$20.00
Pickup	\$25.00	\$13.59	\$10.00
Mowing machine type	Cat 299 XHP fecon / loftness	AYCO 120c Fecon FTX150-2 m	CAT 299 fecon/bandit John Deere fecon
Mowing machine cost	\$175.00	\$177.62 \$180.47	\$180.00 \$180.00





P.O. Box 214, Niles, MI 49120  
Phone:/Fax (269) 663-7467 Toll Free: 1-877-902-7467  
Email: [info@pgmstgr.com](mailto:info@pgmstgr.com)

September 6, 2022

City of Sturgis Right-of-way Line Clearance Program 2022/2023 Tree Contractor Recommendation:

Bids were received for the Right-of-way Line Clearance Program 2022/2023.

Plant Growth Management Systems respectfully recommends that the City of Sturgis awards the Right-of-way Line Clearance Program 2022/2023 contract to Williams Tree Co. LLC. This recommendation is based upon the following factors:

- Williams Tree had the lowest unit work bid.
- They have all the necessary human and equipment resources to meet the contract needs.
- Plant Growth Management Systems has extensive experience with Williams Tree as the contractor on other utilities that we manage.
- They have extensive experience with right-of-way tree clearance.

Sincerely,  
Nate Kusmiz  
Field Manager/City Forester  
Plant Growth Management Systems  
574-334-1363

Right-of-  
way line  
clearance  
Contract  
Williams  
Tree Co.  
LLC.

2022-

2023

**The City of Sturgis**  
**RIGHT-OF-WAY LINE CLEARANCE CONTRACT**

This Contract made and effective this 1<sup>st</sup> day of October, 2022, by and between The City of Sturgis, with its principal place of business at 130 N. Nottawa St., Sturgis, MI 49091 hereinafter called the COMPANY and Williams Tree Co. LLC, with its principal place of business at 310 Border St. Paragon, IN 46166, hereinafter called the “Contractor.”

The term of this Contract shall be to September 30, 2023 and may be renewed thereafter in writing for two one year periods. The Company reserves the right to terminate this Contract by the terms outlined in ARTICLE V Section B.

**ARTICLE I**

**PURPOSE AND GENERAL**

A. The Company is a municipal electric utility who will employ the Contractor to perform line clearance, tree trimming, brush and tree removal and vegetation control along the Company’s designated electric lines, green spaces and street right-of-way in accordance with specifications set forth in Addendum A. and for the compensation set forth on the attached Addendum B. In performing its responsibilities under this Contract, the Contractor shall be and shall function as an independent, outside contractor and neither it, its employees, nor its subcontractors (if any) shall be deemed to be employees or agents of the Company.

B. The Contractor shall do the work called for by this contract using to its own labor, equipment, means and methods, which shall belong to and remain in the exclusive charge and control of the Contractor, and which shall not be subject to any control or supervision by the Company, except as to the results of said work; and it is expressly understood that the Company does not hereby hire or rent the use of the same, or assume any liability for the use or method of use thereof.

C. The Contractor and its employees and subcontractors, if any, will at all times be responsible for conducting itself in a courteous and non-confrontational manner with property owners, customer-citizens of the Company, and public authorities in order not to jeopardize relationships between the Company and its customer-citizens or the general public.

D. The Contractor shall be responsible for developing and implementing proper and effective safety techniques and training in regards to its employees for the purpose of minimizing the possibility of accidents, injuries, or damage to persons or property in connection with the work intended hereby.

E. The Contractor shall comply with all ordinances, laws, orders, rules and regulations pertaining to such work made by any governmental authority or public regulatory body and, except as otherwise provided in Article IV hereof, shall secure all licenses or permits required by law. The Contractor shall also furnish to the Company, when requested, a certificate or other proof of said compliance. The Contractor shall comply with all applicable OSHA and state appropriate safety standards. The Contractor shall, when requested by the Company, forward documentation of crew training prior to the start of the project.

F. In order to ensure satisfactory relationships between the Company and its customer- citizens and landowners abutting Company easements, the Contractor shall clean up its work areas at the end of each day and remove and dispose of the vegetation and debris resulting from its work, subject to the specifications attached hereto as Addendum A which shall be controlling.

G. The terms of this contract shall not be changed, superseded or supplemented except in writing signed by the parties hereto. This contract shall not be assigned or any part thereof sublet by the Contractor without the Company's written consent.

H. The Contractor and its employees agree to perform their duties in accordance with the Company's values statement, if any, which if applicable, shall be provided to the Contractor.

I. In the event of an emergency caused by storms or for any other reason the Contractor shall respond and perform its services commencing within two (2) hours after notification by the Company.

J. In the event of non-emergency work that must be performed outside of the normal unit work, the Contractor shall provide the requested equipment.

K. The Contractor shall hire the necessary personnel to complete all work planned in the calendar year. The Contractor shall complete the scheduled annual production unit work on a quarterly basis. Any deviations from this expectation must be approved in writing by the Company or PGMS representative. If the Contractor wishes to complete the bulk of the work in a shorter amount of time it must make available, upon request, a minimum of one crew through the remainder of the contract period. In order to complete the bulk of the work in a shorter amount of time the Contractor shall submit a written proposal to the Company. The Company reserves the right to reject any proposals not consistent with the attached addenda.

## **ARTICLE II**

### **PAYMENT**

A. The Company agrees to pay and the Contractor agrees to accept in full compensation for the work to be performed by the Contractor, the amounts of the fixed price set forth in Addendum B hereto annexed.

B. In the event that the work calls for a variable or indeterminate Contract price dependent upon time charges of the Contractor devoted to the work, the time of the Contractor's employees will start when they reach the established meeting place to be mutually agreed upon by the Contractor and the Company, and will cease when they return to the established meeting place, with the usual time off for the noon day meal. An ordinary workweek shall consist of forty (40) hours at straight-time rates. Overtime work which results in an additional charge may be performed hereunder provided the same shall have been authorized by the Company in writing prior to the performance thereof.

C. The Contractor agrees to render to the Company weekly invoices and daily work reports for the invoice period for each work crew, detailing trees trimmed, or trees removed for all work performed the preceding week. In the case of a fixed price Contract, these invoices shall be for the Company's informational purposes in monitoring the progress of the job. In the case of variable or indeterminate price Contract, the Company agrees to pay such invoices within thirty (30) days of approval of the week covered by such statement. The provisions of the following paragraph D shall apply to all Contracts.

D. The Company may withhold payments for work completed to the extent necessary to protect itself against loss on account of:

1. Defective work that is not remedied in an appropriate amount of time.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments promptly to its subcontractors, or for material or labor.
4. Damages to structures or properties.

When the Contractor has corrected the above conditions, the Company agrees to pay any amounts withheld because of those conditions within thirty (30) days of approval.

E. All work submitted by Contractor for payment will be inspected by an employee of the Company or its representative to ensure the work is properly completed. Any crew and equipment time necessary to correct work invoiced and not accepted may not be billed to Company as a result of correction.

F. It is the Contractor's responsibility to preview the issued production unit work. Prior to commencing work, all time and material requests must be preapproved by the Company or a PGMS representative. Failure to notify the Company or PGMS representative prior to commencement of production line clearance work may result in the denial of time and material charges, and payment will be made based on the contractual unit price listed in the line clearance rate schedule.

## **ARTICLE III**

### **INSURANCE / LIABILITY REQUIREMENTS**

A. The Contractor agrees to be responsible for, and to protect, indemnify and hold harmless the Company from and against the payment of any and all sums of money, by reason of any accidents, injuries, or damages to persons or property, which may arise out of or in connection with the Contractor's performance or non-performance of the Contract work, including reimbursement of Company's reasonable attorney fees and costs incurred in the investigation, defense, or resolution of any such claim.

B. Neither the Company nor the Contractor shall be liable either to the other, for loss, damage, or delay resulting from causes beyond its reasonable control such as those caused by fire, flood, accident, labor controversy, civil, governmental or military authority, insurrections, riot, embargoes, unavoidable delays in transportation, acts of God or the public enemy, or inability or delays in procuring materials.

C. The Contractor shall obtain and maintain throughout the Contract term insurance coverage in the following minimum requirements:

1. Worker's compensation insurance, in statutory limits, covering all its workers who perform any of the obligations assumed by the Contractor under this Contract.
2. Public liability and property damage insurance covering all operations under this Contract with limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence. The insurance required by this subparagraph shall name Company as a coinsured to the extent of any claim, demand or suit made upon or against Company arising out of any such occurrence.
3. Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired with liability limits for bodily injury or death or property damage in an amount not less than \$1,000,000 per occurrence.
4. The Company shall have the right at any time to require insurance coverage greater than those required above. In such event, any additional premium applicable to such additional insurance shall be added to the Contract price.
5. The Company shall require the same insurance provisions will be adhered to for all subcontracted or for-hire entities that the Contractor may choose to use for Contract purposes.
6. The Company requires that the policy include as "additionally insured" the Company's proper name and assumes all officers, agents, and employees thereof and those governmental bodies performing permit activities for the Company pursuant to a maintenance Contract.
7. All insurance policies required under this paragraph C of Article III shall contain the appropriate endorsement, and cancellation and change language substantially equivalent to the following:

This insurance will not be cancelled by this insurance company nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insured, without first giving thirty (30) days' notice in writing to the Company using the following address; City of Sturgis, 130 N. Nottawa St., Sturgis, MI 49091, Attn: Operations Manager, as evidenced by the return receipt of registered or certified mail.

## **ARTICLE IV**

### **PERMITS**

The Contractor agrees to notify municipal, state or federal authorities, where such authorities have jurisdiction prior to entering their lands. The obtaining of all original consents, easements, or permits for such line clearing, trimming, or vegetation control being the responsibility of the Company.

## **ARTICLE V**

### **CONTRACTUAL RIGHTS**

A. It is expressly understood and agreed upon by both the parties hereto that the right to perform tree-trimming and line clearance work for the Company is not being granted exclusively to Contractor and that the Company may in its sole discretion contract with other persons or corporations to perform similar services for it and/or perform such work itself.

B. In the event that the Company wants to terminate the contract either because of a violation by the Contractor of any provisions of this Contract, or for any other reason, the Company shall have the immediate right to cancel this Contract upon advance written notice to Contractor and to complete the work commenced by the Contractor without incurring any liability to the Contractor, other than payment to the Contractor of the fair value to the Company of the work already performed prior to such cancellation.

C. Subject to the restrictions hereinabove contained in regards to subcontracting, this Contract shall be binding upon the successors and assigns of the parties hereto. This Contract shall become effective upon execution and shall continue until the work agreed upon has been completed to the reasonable satisfaction of the Company or until otherwise terminated in accordance with other provisions of this Contract, whichever comes first. In the event that either of the parties becomes insolvent, a petition in bankruptcy is filed for or against either party, or either party is placed under state court receivership, then the other party, at its option, may forthwith elect to terminate this Contract without further liability to the other.

D. It is the intention of the parties that the Contractor shall at all times and in all respects be deemed an independent, outside contractor in the performance of its duties and responsibilities hereunder. It shall have no authority to act for or bind the Company. This Contract shall be interpreted in all respects to be consistent with such independent contractual relationship.

E. The Contractor represents and warrants to the Company that, as a corporation or similar entity, it is duly incorporated or similarly integrated and in good standing with the State of Michigan and duly authorized to do business within the State of Michigan as of the date of execution hereof. The Contractor covenants and agrees to maintain such status during the life of this Contract and that the individuals executing this Contract on behalf of the Contractor are duly authorized to act and bind the Contractor. The Company makes the same representations to the Contractor.

IN WITNESS WHEREOF the parties have executed this Contract as of the day and year above first written.

“COMPANY – The City of Sturgis”

BY: \_\_\_\_\_, ITS: \_\_\_\_\_

*Signature:* \_\_\_\_\_

DATE: \_\_\_\_\_

“CONTRACTOR”

BY: \_\_\_\_\_, ITS: \_\_\_\_\_

*Signature:* \_\_\_\_\_

DATE: \_\_\_\_\_



## **Addendum A**

### ***Right-Of-Way Line Clearance Specifications***

Prepared by:



**P.O. Box 214, Niles, MI 49120**

Phone: (269) 663-7467 Toll Free: 1-877-902-7467

Email: [info@pgmstgr.com](mailto:info@pgmstgr.com)

**Preface:**

The extent of the following specifications is to provide guidelines and expectations for line clearance and terrace right of way trimming, removal of trees, brush, and other vegetation. The specifications will include the performance of new right-of-way clearing work for electric service extensions. Any deviations from these specifications must be approved in writing by a PGMS Field Manager or a representative the COMPANY.

**Definitions and Related Terms:**

- A TREE is a stem(s) of a woody plant that has a 4 inch dbh or larger (this includes “stump sprout trees”).
- BRUSH is any plant that has less than 4 inch dbh.
- A UNIT of brush is defined as 500 square feet measured from canopy edge to canopy edge and can be broken down to the nearest 1/10<sup>th</sup> unit.
- A TRIM is any woody plant that is identified to be trimmed.
- A REMOVAL is any plant that has a 4 inch dbh or larger and has been identified to be removed.
- The entity responsible for the line clearance trimming is the CONTRACTOR and the entity requesting the work to be done is the COMPANY.
- AUTHORIZED WORK is any and all work that is issued to the CONTRACTOR by a PGMS Field Manager or a representative of the COMPANY. Only work planned will be considered authorized work.
- COMPLETED WORK is authorized work completed in accordance with these line clearance management specifications.

**Preplanning of Work:**

- A qualified PGMS Field Manager will complete all line clearance preplanning in conjunction with and/or in advance of authorized work.
- Either a PGMS Field Manager or a representative the COMPANY must approve any changes made to the authorized work.
- Either a PGMS Field Manager or a representative the COMPANY must approve any and all time and material work prior to said work being initiated.
- A PGMS Field Manager will inspect the completed work and present a written recommendation for payment to the COMPANY upon acceptance of said work.

**Contractor Obligations:**

- Before submitting work to the PGMS Field Manager for a payment recommendation a representative of the CONTRACTOR must inspect all work prior to considering it completed.
- For a PGMS Field Manager to present a written recommendation to the COMPANY for payment, the work completed must be a minimum of 95% correct. The work is considered correct if it corresponds with this guideline’s specifications. Any amount retained for uncompleted work will be paid upon final completion and acceptance of the work by the COMPANY.

- If the work is less than the stated percentage, the line clearance CONTRACTOR is responsible for the cost of re-inspection by a PGMS Field Manager at an hourly rate of \$75.00.
- The work location of the CONTRACTOR shall be reported daily to a representative of the COMPANY or a PGMS Field Manager. In addition, the CONTRACTOR shall provide weekly time sheets describing the nature of work performed and the amount of man-hours spent on said work.
- The CONTRACTOR will contact a PGMS Field Manager, a representative of the COMPANY and the property owner within a reasonable amount of time when a damage complaint has been received.
- The progress or resolution of a damage complaint should be reported to the PGMS Field Manager, a representative of the COMPANY and the property owner as soon as possible.
- In the event a dispute arises between the property owner and the CONTRACTOR, the COMPANY has the final authority as to the responsibility and liability of the CONTRACTOR.
- The CONTRACTOR shall be responsible for the cost of all herbicide.
- Any herbicide applications (except stump treatments) must be approved in advance by a manager of PGMS.

### **Field Specifications for Electric Utility Trimming:**

- All trees shall be trimmed according to arborist standards as described in the most up-to-date ANSI A300 Guidelines.
- All trees shall be trimmed for the maximum clearance allowed while using the ANSI A300 standards and/or while completing line clearance to a minimum of three (3) years clearance. Where a three (3) year minimum clearance is not physically possible or other deviations are necessary, the CONTRACTOR will contact a PGMS Field Manager for authorization.
- All dead, dying, or defective limbs of authorized work, which may interfere with or endanger operational safety and line maintenance, shall be removed even if they may be outside the clearance specified.
- All limbs and brush resulting from authorized work shall not be left on the property overnight unless the landowner is notified.
- All wood larger than 3 inches in diameter from a trimmed or removed tree shall be cut into reasonable lengths for the property owner to handle easily and neatly stacked at the base of the tree or adjacent to the stump.
- All wood less than 3 inches in diameter from a trimmed or removed tree shall not be left on the property.
- All wood and brush debris resulting from authorized work shall not be left within public, road, or utility right-of-way, and must be moved to an area that will not interfere with utility access or flow of streams and irrigation ditches.
- Permission from the property owner must be obtained prior to windrowing or stacking of brush and it remains the responsibility of the CONTRACTOR if the property owner rescinds the offer for any reason. If brush is windrowed, useable wood must be separated from the brush, and the windrow must be placed in such a way that it will not limit normal access to right-of-way and include “gaps” at each pole structure.

- All stumps shall be cut at a height no greater than 3 inches above ground.
- All stumps shall be treated with an approved herbicide unless off-site contact is possible or if the tree is unaffected by the herbicide (i.e.: most evergreens).
- All brush stumps shall be flush cut, resulting in no “spears” left in the right-of-way.
- The CONTRACTOR may, at its own discretion, use any herbicide necessary for each situation as long as the contractor holds all required permits and licenses for such application and the herbicide meets governmental requirements and attains the minimum 90% kill rate. If the kill rate is below 90%, the CONTRACTOR is responsible for retreating at its expense.

### **Line Clearance Trimming Requisites:**

- All work issued shall be completed on the fixed price (unit) outlined in Article II of the right-of-way clearance contract. It is expected that each job issued will be inspected by the CONTRACTOR and any variable (time and material) requests will be made in advance of commencing work.
- Three phase and multi-phase lines shall be trimmed to eliminate any overhang while maintaining the health of the tree. When overhang branches are left on tree, they should appear to be structurally able to withstand the normal stress of wind, snow, and ice.
- Overhang on single-phase lines shall be trimmed to obtain a minimum of 15 feet of clearance and any overhang branches that are left on the tree should be able to withstand the normal stress of wind, snow, and ice.
- Secondary and service lines shall be trimmed to provide swing clearance and in accordance to arborist standards.

### **Field Specifications for Mechanical Clearing:**

- All rights-of-way shall be cleared back to the original boundary line. If the boundary is not evident all rights-of-way shall be designated as 30 feet in width (15 feet on either side of the utility center line). Deviations from this must be approved by a PGMS Field Manager or a representative of the COMPANY.
- All non-utility compatible vegetation shall be removed from right-of-way.
- All utility compatible brush can be left as long as it does not interfere with normal COMPANY operations.
- All stumps shall be cut at a height no greater than 3 inches above ground. All brush stumps shall be flush cut, resulting in no “spears” left in the right-of-way.

### **Field Specifications for Terrace, Park and Cemetery work:**

- All work shall be completed according to arborist standards as described in the most up-to-date ANSI A300 Guidelines. Exceptions must be approved in writing by a PGMS field Manager or a representative the COMPANY.
- All Terrace, Park and Cemetery trees will be trimmed for both city and privately owned property as outlined in the most up to date city ordinances.
- All debris shall be removed as outlined in the field specifications with the exception of wood over 3 inches in diameter; this shall be removed within 72 hours.

- All stumps shall be removed to a minimum depth of 6 to 8 inches or to a depth equal to the surrounding landscape.
- All woody debris from stump grinding shall be removed.
- All stumps shall be filled with a viable quality top soil, tamped down, and seeded with a grass mixture to be approved by the PGMS field Manager or a representative of the COMPANY.

## **Addendum B**

### **Line clearance unit and time and material rate schedule 2022/2023**

Contractor: **Williams Tree Co. LLC.** Date: \_\_\_\_\_

#### **Fee Schedule Line Clearance**

##### **Unit Prices**

Trim a tree	\$ <u>72.00</u>
Remove a tree	\$ <u>72.00</u>
Remove one unit of brush 500 sq. ft.	\$ <u>72.00</u>

##### **Time and Material Hourly Rates**

##### **Hourly Rates**

##### **Emergency Call-out**

Two-person crew with bucket truck excluding chipper	\$ <u>200.00</u>
Three-person crew with bucket truck excluding chipper	\$ <u>268.00</u>

##### **Regular time**

Two-person crew with bucket truck and chipper	\$ <u>135.00</u>
Three-person crew with bucket truck and chipper	\$ <u>180.00</u>
Four-person crew with bucket truck and chipper	\$ <u>230.00</u>
Two-person manual crew with chipper	\$ <u>135.00</u>
Three-person manual crew with chipper	\$ <u>180.00</u>
Four-person manual crew with chipper	\$ <u>230.00</u>
Foreman	\$ <u>60.00</u>
Trimmer	\$ <u>55.00</u>
Ground man / Flagger	\$ <u>45.00</u>
Bucket truck	\$ <u>25.00</u>

Chipper Truck \$ 25.00

Chipper \$ 20.00

Pickup \$ 25.00

Mowing Machine (**Fully equipped**)

Specify type : CAT 299 XHP/Fecon \$ 175.00



P.O. Box 214, Niles, MI 49120  
Phone:/Fax (269) 663-7467 Toll Free: 1-877-902-7467  
Email: [info@pgmstgr.com](mailto:info@pgmstgr.com)

Dear Chris,

September 6, 2022

Thank you for trusting us with your utilities' vegetation program. This letter is addressing rate & contract changes for next year - 2023.

The changes on our contract this year will include:

- a) Contract date
- b) Field Manager hourly rates
- c) Fuel Surcharge Response
- d) TGR application rate

Please review the contract and upon approval, sign the last page - pre-signed by me - and return it to us.

If you have any questions or would like to discuss the changes further, please do not hesitate to call our office # (269) 663-7467.

Sincerely,  
Laurie Mann  
Plant Growth Management Systems

"The Beauty Above Comes from the Science Below"  
*I.G.G.*



## **RIGHT OF WAY MANAGEMENT SERVICES 2023**

THIS AGREEMENT made and entered into on October 1st, 2022 by and between City of Sturgis with its principal place of business in Michigan (hereinafter called "Company"), and Plant Growth Management Systems, an S-Corporation, with its principal place of business in Niles, Michigan (hereinafter called "Contractor").

This agreement shall be evergreen, unless terminated by either party as provided herein. This agreement shall take effect on the day and year written above and shall continue and remain in force until the end of that year, and thereafter from year to year, until terminated by either party at least sixty (60) days written notice of its desire to terminate the agreement. Notwithstanding the foregoing, the Company may immediately terminate this agreement in the event the Contractor breaches any of the terms and conditions of the agreement.

Right-of-Way maintenance terms and limitations are described in **Section #1**. In order to provide tree growth regulator applications to the Company, parties to this agreement stipulate the following terms and limitations as listed in **Section #2**.

### **Section #1 Scope of Agreement**

#### **Category: Forestry Field Manager**

Duties Include:

1. Planning necessary line clearance work. Necessary work is determined by the following field business criteria.
  - a. Will the tree be in the conductor within the maintenance cycle?
  - b. Is there a greater cost savings removing the tree rather than trimming?
  - c. Is the tree a safety hazard?
  - d. Is the tree within the "System Protection Zone" (will it affect the substation if the tree makes contact with the primary line)?
  - e. If the tree cannot or should not be removed and cannot be trimmed to obtain adequate clearance, should the tree be treated with a growth regulator? (Each decision is dictated by the management goals of the customer and the budget available during the maintenance cycle.)
2. Making any and all customer contacts regarding removal of trees and brush
3. Auditing completed work and authorizing payment of work
4. Prepare and submit reports as needed to customer relating the budget and progress of the maintenance program
5. Investigate customer concerns as needed

Hourly fee of \$71.80 includes trained Forestry Manager, cell phone, gas expense, and vehicle. Because of the unpredictability of gas prices, the Contractor may initiate a fuel surcharge if the cost exceeds \$5.10/gallon.

#### **Category: Operations Manager**

Duties include:

1. All of the above duties of Field Manager as needed
2. Management and coordination of Field Managers - *Supervisory duties are typically non-billable*

Hourly fee of \$64.00 includes cell phone, gas expense, and vehicle.

#### **Category: Program Development/Consulting**

1. Program Development and Professional Consulting that falls outside of the scope of the contract will be billed at an hourly fee of \$126.00.
2. Duties include:

- Development of right-of-way management plan
- Contract development

**Category: Per-diem Charge when Applicable**

1. There will be a per-diem expense to cover travel costs for forestry field manager(s) that are assisting the utility's assigned managing field forester. The cost equates to an additional \$15.00/hour per person for hours worked at the utility. PGMS reserves the right to reduce or waive the per-diem costs at its discretion.

**Category: Additional Charges when Applicable**

1. Additional charges for items related to facilitating the line clearance program such as tree marking paint, map copies, etc.

**Category: Storm Damage/Emergency Response Expectations**

1. The management work needed for Storm Damage/Emergency Response that falls outside of the scope of this contract will be billed separately at a regular hourly rate except for hours completed outside of normal working time (i.e.: night & weekends) or additional hours that exceed 40 hours per person per week, which will be billed at time and a half. In regards to the utilizing & reimbursing a Tree Subcontractor(s) for work completed on Storm Damage/Emergency Response work, it will be between the Company and Subcontractor(s).

**Section #2 Scope of Agreement**

**Category: Tree Growth Regulator Application**

1. The regulation product used will be ShortStop TGR. All applications shall be completed via soil application.
2. Contractor shall provide the following "post application" information to City of Sturgis.
  - a) Date of application
  - b) Amount of product applied
  - c) Expected date of re-application
3. Contractor shall be responsible for tagging the regulated trees with
  - a) Date of application
  - b) Applicators initials
  - c) Company name
4. Contractor shall be responsible for supplying customer contact information regarding questions about ShortStop TGR.
5. Contractor shall inspect all regulated trees before re-application to ensure that re-application is needed.
6. The contractor shall address resolution of property owner complaints, concerns, or questions within 48 hours of a working week.
7. All applications shall be completed using ShortStop TGR in a soil applied form.
8. Contractor shall adhere to all state and federal laws regarding pesticide application.
9. The contract price will be \$76.00 per tree on a production-based system (normal routine maintenance no less than 20 trees to apply within the maintenance cycle). When a tree requires a

chemical volume of 5000 mLs or more for an application, the \$76.00 per tree will not be used, instead a flat fee of \$.016 per mLs will be applied to the cost.

10. In the event that the number of trees falls below 20, special rates may apply with the consent of both parties. Upon expiration of the current contract date the contract may be renewed with the consent of both parties.

### ***Insurance Requirements***

1. The Contractor shall take out and maintain throughout the contract period insurance with the following minimum requirements:
  - a) Worker's compensation insurance covering all its workers, in statutory limits, who perform any of the obligations assumed by the Contractor under this agreement.
  - b) Public liability and property damage liability insurance covering all operations under this agreement; limits for bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident; limits for property damage not less than \$1,000,000 for each occurrence and \$1,000,000 annual aggregate. The insurance required by this subparagraph shall name Company as additionally insured to the extent of any claim, demand or suit made upon or against Company arising out of any such occurrence.
  - c) Contractor agrees to hold City of Sturgis harmless from any liability, which may arise as a result of the performance of its Forestry Field Manager's & Operations Manager's duties and/or its application of plant growth regulators.
  - d) Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 for one person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident.
  - e) The Company shall have the right at any time to require insurance coverage greater than those required above. In such event, the additional premium or premiums solely as a result of such additional insurance shall be added to the Contract price.
  - f) The Company requires that the policy include City of Sturgis as "additionally insured"
  - g) All insurance policies required under this paragraph shall contain the appropriate endorsement, and cancellation and change language substantially equivalent to the following:

"This insurance will not be canceled by this insurance company, nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insured, without first giving thirty (30) days notice in writing to City of Sturgis, Attn: John Griffith, 130 N. Nottawa Str., Sturgis, MI 49091 as evidenced by return receipt of registered or certified mail."
  - h) The Contractor shall provide a certificate of liability insurance to the Company on an annual basis.

### ***In Regards to Recruiting Contractors Employees***

1. During the term(s) of this Agreement and/or for twelve months following its termination, the Company may not directly or indirectly retain the services of or hire any of the Contractor's current or previous employee(s) for activities similar to that of the Agreement's contracted services. This clause is established for the purpose of compensating the Contractor for expenses related to recruiting, hiring

and training employees for services to the Company and other loss revenue due to the employee recruitment.

2. If it is the Company's desire to utilize the Contractor's current or previous employee(s) within this period of time, the Company will reimburse the Contractor as described in the following schedule:
  - a) Within the first three years of said employee working with the Company on behalf of the Contractor, a conversion fee of 15% for the most recent, averaged 12 months of invoiced costs will be charged to the Company.
  - b) After a minimum of three years of said employee working with the Company on behalf of the Contractor, the conversion fee of 15% for the most recent, averaged 6 months of invoiced costs will be charged to the Company.

### ***Contractual Rights***

1. It is expressly understood and agreed between the parties hereto that this agreement is not exclusive and that the Company may in its sole discretion contract with other persons or corporations to perform similar services for it and/or perform such work itself.
2. In the event the Contractor shall violate any of the provisions of this agreement, the Company shall have the immediate right to cancel this agreement and to complete the work undertaken by the Contractor without incurring any liability to the Contractor, other than payment to the Contractor of the fair value to the Company of the work already performed prior to such cancellation.
3. Subject to the restrictions hereinabove contained in regard to subcontracting, this agreement shall be binding upon the successors and assigns of the parties hereto. This agreement shall become effective upon execution and shall continue until the work contemplated hereby has been completed to the reasonable satisfaction of the Company or until otherwise terminated in accordance with other provisions of this agreement, whichever first occurs. In the event either party becomes insolvent, a petition in bankruptcy is filed for or against either party, or either party is placed under state court receivership, then the other party, at its option, may forthwith elect to terminate this agreement without further liability to the other.
4. It is the intention of the parties that Contractor shall at all times and in all respects be deemed an independent, outside contractor in the performance of its duties and responsibilities hereunder. It shall have no authority to act for or bind the Company, except that which is expressly granted by the nature of the work. This Contract shall be interpreted in all respects to be consistent with such independent contractual relationship.
5. Contractor represents and warrants to Company that it is duly authorized to do business within the State of Michigan as of the date of execution hereof. Contractor covenants and agrees to maintain such status during the life of this Contract and that the individuals executing this agreement on behalf of Contractor are duly authorized so to act and bind Contractor. Company makes the same representations to Contractor.
6. This contract is not in any way intended to be a guarantee of work or revenues and is subject to business constraints of the Company.
7. The contractor hereby covenants on behalf of itself and its subcontractors not to discriminate against an employee or applicant for employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

IN WITNESS WHEREOF the parties have executed this agreement and any approved Addenda hereto in counterpart original as of the day and year above first written.

"COMPANY – City of Sturgis"

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

"CONTRACTOR – Plant Growth Management Systems"

BY: Laurie Mann  
CFO/Owner

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**



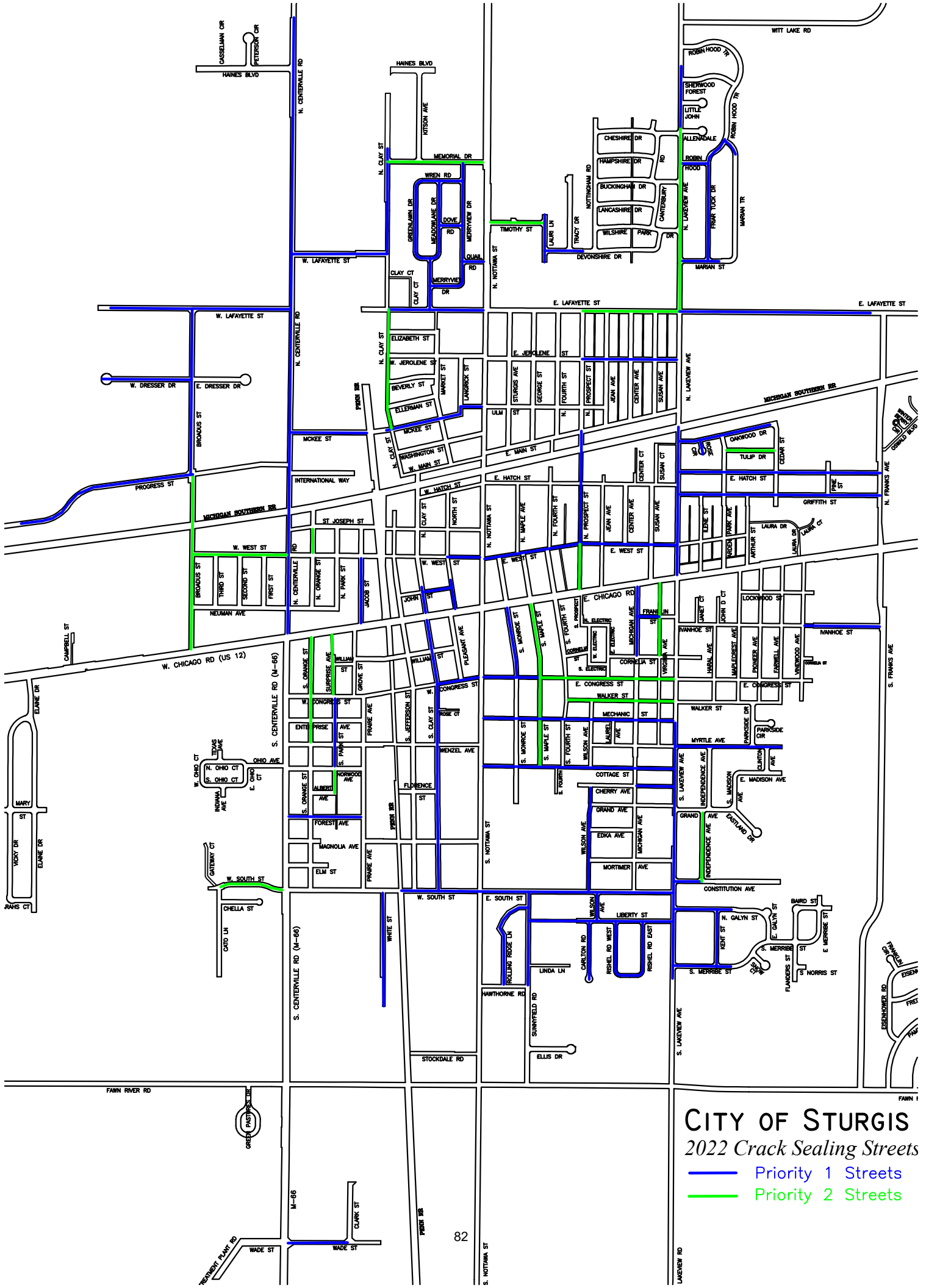
<b>City of Sturgis</b>							
<b>2022 Crack Seal - Priority List 1</b>							
N/S E/W	Street Name	From	To	Ward #	Year Paved	Local/Major Street	Crack Seal Priority 1-3
1	2	3	4	5	10	11	15
	Carlton Road	Liberty Street	Dead End	1	2013	L	1
	Cherry Ave	Michigan	S. Lakeview	1	2018	L	1
E.	Congress Street	S. Nottawa	S. Maple	1	2015	M	1
	Constitution Avenue	S. Lakeview	Independence	1	2013	L	1
	Franklin Street	Michigan	S. Lakeview	1	2019	L	1
	Ivanhoe Street	S. Franks	Vinewood	1	2015	L	1
S.	Lakeview Street	Mechanic	Merribe	1	2014	M	1
S.	Lakeview Street	Merribe	S. of Merribe	1	2014	M	1
	N. Galyn Street	S. Lakeview	200' E. of Kent	1	2019	L	1
	Kent Street	N. Galyn	S. Merribe	1	2019	L	1
	S. Merribe Street	S. Lakeview	200' E. of Kent	1	2019	L	1
	Mechanic St	S. Nottawa	S. Lakeview	1	2019	L	1
	Michigan Avenue	US-12	E. Congress	1	2018	L	1
S.	Monroe Street	US-12	E. Congress	1	2018	L	1
	Myrtle Street	S. Lakeview	Dead End	1	2018	L	1
	Rolling Ridge Lane	Sunnyfield	Hawthorne	1	2013	L	1
E.	South Street	S. Nottawa	S. Lakeview	1	2013	M	1
	Sunnyfield Road	South	Hawthorne	1	2008	L	1
	Liberty Street	Sunnyfield	S. Lakeview	1	2019	L	1
	W. Rishel Road	Liberty	E. Rishel	1	2019	L	1
	E. Rishel Road	Liberty	W. Rishel	1	2019	L	1
	Wilson Street	Cherry	E. South	1	2019	L	1
	Wilson Street	E. South	Liberty	1	2019	L	1
S.	Clay Street	US-12	W. Congress	2	2014	L	1
S.	Clay Street	W. Congress	265' S. of Wenzel	2	2014	L	1
S.	Clay Street	265 S. of Wenzel	Florence	2	2018	L	1
S.	Clay Street	Florence	W. South	2	2014	L	1
W.	Congress Street	S. Nottawa	S. Clay	2	2015	M	1
	Forest	S. Centerville	Prairie	2	2016	L	1
S.	Park Street	Congress	Wenzel	2	2014	L	1
S.	Park Street	Wenzel	Norwood	2	2008	L	1
W.	South Street	RR tracks	S. Nottawa	2	2019	M	1
	Wade	Centerville	Clark	2	2016	M	1
	White Street	W. South	Dead End	2	2016	L	1
	Broadus Street	Dresser	W. Lafayette	3	2012	M	1
	Broadus Street	Progress	Dresser	3	2014	M	1
	Progress Street	Broadus (N. Leg)	City Limits	3	2014	M	1
N.	Centerville Street	Railroad Tracks	Progress	3	2012	M	1
N.	Centerville Street	Progress	Lafayette(Old)	3	2009	M	1
N.	Centerville Street	Lafayette(Old)	Lafayette(New)	3	2010	M	1
N.	Centerville Street	Lafayette(New)	N. City Limits	3	2010	M	1
N.	Centerville Street	US-12	W. West	3	2014	M	1
N.	Centerville Street	W. West	Railroad Tracks	3	2014	M	1
N.	Clay Street	US-12	150' N. of US-12	3	2016	L	1
N.	Clay Street	150' N. of US-12	N. of John	3	2016	L	1
N.	Clay Street	W. Lafayette (New)	Memorial	3	2018	M	1
N.	Clay Street	Memorial	180' N. of Memorial	3	1998	L	1
W.	Dresser Drive	Broadus	Cul-de-Sac	3	2015	L	1
	Jacob Street	US-12	W. West	3	2018	M	1
	John Street	N. Clay	North	3	2016	L	1
W.	Lafayette Street	Broadus	N. Centerville	3	2012	M	1
W.	Lafayette Street	N. Centerville	N. Clay	3	2013	M	1
W.	Lafayette Street	Broadus	884' W. of Broadus	3	2014	L	1
W.	Lafayette Street	N. Nottawa	N. Clay	3	2015	L	1
	McKee Street	N. Centerville	RR Tracks	3	2018	L	1



	McKee Street	148' E. of RR tracks	Langrick	3	2015	L	1
	McKee Street	Langrick	N. Nottawa	3	2015	L	1
	North Street	US-12	N. of John	3	2016	L	1
	Dove Road	Meadowlane	Merryview	3	2019	L	1
	Greenlawn Drive	Meadowlane	Wren	3	2019	L	1
	Meadowlane Drive	W. Lafayette	Wren	3	2019	L	1
	Merryview Drive	Meadowlane	Memorial	3	2019	L	1
	Quail Road	N. Nottawa	Merryview	3	2019	L	1
W.	West Street	N. Nottawa	North St	3	2000	M	1
	Wren Road	Greenlawn	Merryview	3	2019	L	1
	Devonshire Drive	Lauri Lane	190' E of Tracy	4	2013	L	1
	Lauri Lane	S. of Devonshire	N. of Timothy	4	2013	L	1
	Friar Tuck Drive	Robin Hood Street	Marian Street	4	2018	L	1
	E. Jerolene Street	N. Prospect	N. Lakeview	4	2020	L	1
	Griffith Street	N. Lakeview	N. Franks	4	2018	L	1
E.	Hatch Street	N. Lakeview	N. Franks	4	2014	L	1
N.	Lakeview Avenue	Allendale	185 ft N. of Sherwood	4	2018	M	1
N.	Lakeview Avenue	US-12	Railroad Tracks	4	2019	M	1
E.	Lafayette Street	N. Lakeview	N. Franks	4	2010	L	1
	Marian Street	Lakeview	150' E of Friar Tuck	4	2018	L	1
N.	Prospect Street	E. West	Main	4	2018	L	1
	Robin Hood Street	N. Lakeview	Friar Tuck	4	2018	L	1
	Robin Hood Trail	Robin Hood Street	Marian Trail	4	2018	L	1
	Oakwood Drive	N. Lakeview	Arden Park	4	2019	L	1
	Rose Circle	Oakwood	Cul-de-Sac	4	2019	L	1
E.	West Street	Nottawa	N. Lakeview	4	2015	M	1

## 2020 Crack Seal Priority - List 2

N/S E/W	Street Name	From	To	Ward #	Year Paved	L / M	Crack Seal Priority 1 - 3
	Broadus Street	Chicago Rd	Neuman	3	2009	M	2
	Broadus Street	Neuman	Railroad Tracks	3	2009	M	2
	Broadus Street	Railroad Tracks	Progress	3	2009	M	2
	Memorial Drive	Nottawa	Clay	3	2008	M	2
N.	Clay Street	McKee	Lafayette(Old)	3	2008	L	2
N.	Orange Street	W. West	St. Joseph	3	2013	L	2
W.	West Street	Second	Centerville	3	2008	M	2
W.	West Street	Broadus	Second	3	2008	M	2
	Independence	Grand	Constitution	1	2013	L	2
E.	Congress Street	S. Maple	S. Lakeview	1	2016	M	2
	Walker Street	S. Fourth	S. Lakeview	1	2016	L	2
	Virginia	E. Chicago	Cornelia	1	2013	L	2
S.	Maple Street	E. Chicago	Congress	1	2013	L	2
S.	Maple Street	Congress	Mechanic	1	2002	L	2
S.	Maple Street	Mechanic	Cottage	1	2002	L	2
W.	South Street	Centerville	Cato Lane	2	2008	M	2
S.	Orange Street	Wenzel	US-12	2	2013	L	2
S.	Park Street	Norwood	Albert	2	2006	L	2
	Surprise Avenue	Chicago Rd	Congress	2	2009	L	2
N.	Lakeview	E. Lafayette	Allendale	4	2008	M	2
E.	Lafayette Street	N. Prospect	N. Lakeview	4	2015	M	2
N.	Prospect Avenue	US-12	E. West	4	2010	M	2
	Timothy Street	Nottawa	Lauri Lane	4	Chip '19	L	2
	Tulip Drive	Arden Park Avenue	Cedar	4	2013	L	2





**City of Sturgis  
St. Joseph County, Michigan  
2022 Crack Sealing Program**

**Project 857030**

**BID OPENING**

**BID DATE: Friday, September 2 @ 4:00 PM.**

<b>Bidder</b>	<b>Bid Amount</b>	<b>Signed</b>	<b>Bid Bond</b>	<b>Comments</b>	<b>Addenda Noted</b>
1. Asphalt Restoration Inc.	\$57,540.00	X	X		
2. Wolverine Sealcoating	\$62,000.00	X	X		
3. Scodeller Construction Inc.	\$76,500.00	X	X		
4.					
5.					
6.					



## RECOMMENDATION OF AWARD

September 8, 2022

Barry Cox, City Manager  
City of Sturgis  
130 N. Nottawa  
Sturgis, MI 49091

**RE: 2022 Crack Sealing Program**

Dear Barry,

We have reviewed the bids received on September 2, 2022, for the above referenced project. Three bids were received, and the bid summary is attached.

The low bidder is Asphalt Restoration, Inc. of Kalamazoo, Michigan with a bid amount of \$57,450.00.

I have reviewed the bids and all required bidding documents were submitted. Asphalt Restoration, Inc. is Michigan Department of Transportation prequalified vendor and is qualified to complete the project. They have successfully completed previous projects with the City.

Based on the above information we recommend the award of 2022 Crack Sealing Program to Asphalt Restoration, Inc. of Kalamazoo, Michigan with a bid amount of \$57,450.00.

Please feel free to call with any questions.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Matt Johnson".

Matt Johnson, P.E.  
Project Manager

Enclosure

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10D**



## **Task Order**

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 27, 2014 (“Agreement”), Owner and Engineer agree as follows:

### **1. Specific Project Data**

A. Title: City of Sturgis  
N. Franks Avenue Roundabout  
Construction Phase

B. Background/Description:  
The purpose of this task order is to provide construction oversight and administration for the N. Franks Avenue Roundabout project in accordance with Michigan Department of Transportation (MDOT) Local Agency Program Requirements.

This task order is for construction phase professional services for the project bid through MDOT on August 5, 2022

C. Work Scope:

#### **CONSTRUCTION PHASE**

1. Perform construction staking for the contractor’s placement of proposed improvements. Our budget includes Two (2) site visit to perform construction staking.
2. Provide project administration and engineering consultation throughout the construction period, including:
  - Schedule and attend preconstruction meeting with the Contractor, MDOT, and City staff. Prepare and distribute meeting minutes.
  - Review and take action on contractor shop drawings and submittals
  - Schedule and attend progress meetings with the Contractor and City staff. Prepare and distribute meeting minutes. We have budgeted Two (2) progress meeting during construction.
  - Prepare contractor pay estimates and submit to MDOT for payment.
  - Prepare contract modifications, if necessary, and submit recommendation to City and MDOT for authorization.
  - Maintain project files on behalf of the City using “Field Manager” software in accordance with MDOT practice.
  - Prepare and sign MDOT required documents as “Project Engineer”
3. Provide on-site observation during construction. Our budget includes 40 hours per week for 4 weeks for on-site observation in 2022 and 8 weeks for 45 hours per week in 2023. Unused 2022 RPR time will be rolled over to 2023 based on actual contractor schedules. The observer’s duties shall also include:
  - Provide record keeping of construction activities.
  - Address complaints filed with the City.

4. Coordinate materials testing in accordance with MDOT requirements. We propose to have these testing costs billed directly to the City by the testing laboratory.
5. Conduct wage rate interviews on-site, collect and review certified payrolls and report discrepancies in accordance with MDOT requirements.
6. Conduct a final review meeting on-site with the Contractor, MDOT and City Staff to review the completed work. Prepare a final punch list of remaining work items. Provide follow-up inspection to verify that the punch list items have been completed.
8. Assist with MDOT audit of project files for project acceptance and closeout.

#### **ADDITIONAL SERVICES**

1. Assist with the City with Value Engineering by reviewing the roundabout requirements for colored concrete at the truck apron, center island, and splitter islands and evaluating the electrical improvements needs to reduce costs. F&V will coordinate with the contractor on the modifications and evaluate proposed cost.

## **2. Services of Engineer**

The work scope is to provide Construction and Commissioning Phase professional services. The following paragraphs from Exhibit A of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, are incorporated by reference, along with a brief summary:

A1.05 – Construction Phase, include the following paragraphs;

A.1

A.2 – RPR services based on time indicated in work scope. Site time for RPR services to be determined based on contractor operations.

A.3

A.4

A.5

A.6

A.7–

A.8

A.9

A.10

A.11

A.12

A.13– Coordinate testing firm to be hired by City. Recommend budgeting \$15,000 for testing services.

A.14

A.15

A.16

A.17

A.18

A.19

A.20 Visit the site once in 2023 to evaluate turf acceptance.

B.

A2.01 – Other Services

A.5 – Construction Staking for proposed improvements.



### 3. Owner's Responsibilities

Owner shall take those responsibilities set forth in Article 2 and in Exhibit B.

### 4. Times for Rendering Services

The time for rendering services is the term of the Agreement, as identified in Article 3.01.A of the Agreement. The times for rendering services are as follows based on an September 14, 2022 acceptance date.

<u>Phase</u>	<u>Proposed Completion Date</u>
<u>RPR Phase</u>	<u>August 18, 2023</u>
<u>Construction Administration</u>	<u>May 27, 2024</u>

### 5. Payments to Engineer

A. Owner shall pay Engineer for Services rendered as follows:

<b><i>Category of Services</i></b>	<b><i>Compensation Method</i></b>	<b><i>Estimate of Compensation for Services</i></b>
<i>Construction Phase</i>	<i>Standard Hourly Rates</i>	<i>\$112,200</i>
<b><i>TOTAL FEES =</i></b>		<b><i>\$112,200</i></b>

C. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

### 7. Other Modifications to Master Agreement:

None.

### 8. Attachments:

None

### 9. Documents Incorporated by Reference:

None.

### 10. Terms and Conditions:

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 15, 2023

**OWNER**  
**City of Sturgis**

**ENGINEER**  
**Fleis & VandenBrink Engineering, Inc.**



**9-2-2022**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Michael Hughes  
Name

City Manager  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Barry Cox, P.E.  
Name

City Engineer  
Title

130 N. Nottawa

Address

bcox@sturgismi.gov  
E-Mail Address

(269) 659-7249  
Phone

(269) 659-7295  
Fax

Sturgis Purchase Order No.: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Matt Johnson, P.E.  
Name

Regional Manager  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Larry Hummel, P. E.  
Name

Project Manager  
Title

2960 Lucerne Drive SE, Suite 100

Grand Rapids, MI 49546  
Address

lhummel@fveng.com  
E-Mail Address

(616) 369-8160  
Phone

(616) 977-1005  
Fax

F&V Vendor No.: 00776

## N. Franks Avenue Roundabout

		201 Municipal Street		590 Wastewater		591 Water		204 Street & Sidewalk Improvements		TOTAL PROJECT		
				N. Franks Ave Extension				N. Franks Ave. Roundabout				
FY 2020-2021												Notes
BUDGETED FUNDS		\$112,300.00		\$0.00		\$0.00		\$0.00		\$112,300.00		Budget amendment to Fund 201 approved on 5/12/21
PROJECT COSTS		Approved	Actual	Approved	Actual	Approved	Actual	Approved	Actual	Approved	Actual	
Design and Bid Phase Engineering	Appr. 05/12/21	\$ 112,300.00	\$ 112,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,300.00	\$ 112,300.00	Task Order #98; FY 2020-2021
TOTAL FY 2020-2021		\$ 112,300.00	\$ 112,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,300.00	\$ 112,300.00	
OVER (UNDER) BUDGET FY 2020-2021		\$ -	\$ -							\$ -	\$ -	
FY 2021-2022												Notes
BUDGETED FUNDS		FY 2021-2022 \$0.00		\$100,000.00		\$400,000.00		\$226,700.00		\$726,700.00		204 budget included construction costs moved to '22-'23
PROJECT COSTS		Approved	Actual	Approved	Actual	Approved	Actual	Approved	Actual	Approved	Actual	
Construction Award - Utilities	Appr. 01/26/22	\$ -	\$ -	\$ 53,267.50	\$ 51,146.44	\$ 214,337.72	\$ 201,744.30	\$ 34,559.08	\$ 31,256.16	\$ 302,164.30	\$ 284,146.90	Construction per aparent low bidder 1/25/21
Contingency Budget - Utilities	Appr. 01/26/22	\$ -	\$ -	\$ 2,727.00	\$ 2,696.73	\$ 10,756.50	\$ 10,637.09	\$ 1,666.50	\$ 1,648.00	\$ 15,150.00	\$ 14,981.81	5% of construction project
Construction Phase Engineering - Utilities	Appr. 02/09/22	\$ -	\$ -	\$ 7,344.00	\$ 7,344.00	\$ 28,968.00	\$ 28,968.00	\$ 4,488.00	\$ 4,488.00	\$ 40,800.00	\$ 40,800.00	
Additional Contingency Budget - Utilities	Appr. 05/25/22	\$ -	\$ -	\$ 3,960.00	\$ 3,960.00	\$ 15,620.00	\$ 15,620.00	\$ 2,420.00	\$ 2,420.00	\$ 22,000.00	\$ 22,000.00	Change Order #3 - Road Costs due to project delay
Miscellaneous Expenses	Incurred by Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,188.50	\$ 11,188.50	\$ 11,188.50	\$ 11,188.50	Property Acquisition & Soil Borings
TOTAL FY 2021-2022		\$ -	\$ -	\$ 67,298.50	\$ 65,147.17	\$ 269,682.22	\$ 256,969.38	\$ 54,322.08	\$ 51,000.66	\$ 391,302.80	\$ 373,117.21	
OVER (UNDER) BUDGET FY 2021-2022				\$ (32,701.50)	\$ (34,852.83)	\$ (130,317.78)	\$ (143,030.62)	\$ (172,377.92)	\$ (175,699.34)	\$ (335,397.20)	\$ (353,582.79)	
FY 2022-2023												Notes
BUDGETED FUNDS		FY 2022-2023 \$0.00		\$0.00		\$0.00		\$276,500.00		\$276,500.00		Roundabout construction cost carried over and increased
PROJECT COSTS												
Construction Award - Roundabout	Appr. 08/10/22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 765,852.25	\$ 765,852.25			Kamminga & Roodvoets, Inc. (8-10-22)
Contingency Budget - Roundabout	Appr. 08/10/22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,300.00	\$ 38,300.00			5% of Construction Award (8-10-22)
Construction Phase Engineering - Roundabout	Recommended	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,200.00	\$ 112,200.00			Task Order #98b Fleis & VandenBrink (9-14-22)
Off-Site Material Testing Budget	Recommended	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00			Revised recommendation; approved 8/10 at \$10,000
TOTAL FY 2022-2023				\$ -	\$ -	\$ -	\$ -	\$ 931,352.25	\$ 931,352.25			
LESS GRANT FUNDS								\$ 488,112.00	\$ 488,112.00			
TOTAL CITY COST FY 2022-2023								\$ 443,240.25	\$ 443,240.25			
OVER (UNDER) BUDGET FY 2022-2023								\$ 166,740.25	\$ 166,740.25			
TOTAL PROJECT												Notes
BUDGETED FUNDS		\$112,300.00		\$100,000.00		\$400,000.00		\$327,500.66		\$939,800.66		204 budget # based on '21-'22 Actual plus '22-'23 budget
TOTAL PROJECT COST		\$ 112,300.00		\$ 65,147.17		\$ 256,969.38		\$ 982,352.91		\$ 1,416,769.46		
LESS GRANT FUNDS		\$ -		\$ -		\$ -		\$ 488,112.00		\$ 488,112.00		
TOTAL CITY COST		\$ 112,300.00		\$ 65,147.17		\$ 256,969.38		\$ 494,240.91		\$ 928,657.46		
OVER (UNDER) BUDGET Total Project		\$ -		\$ (34,852.83)		\$ (143,030.62)		\$ 166,740.25		\$ (11,143.20)		

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10E**



August 31, 2022  
Project No. 181209

Mr. Barry Cox, PE  
City of Sturgis  
130 North Nottawa Street  
Sturgis, MI 49091

**White Elephant Detention Basin Improvements Phase 2  
Recommendation of Award of Construction Contract**

Dear Barry:

On August 29, 2022, we received five bids for the referenced project. The three low bids are:

Hoffman Bros., Inc. Battle Creek, MI	\$530,000.00
Parrish Excavating, Inc. Quincy, MI	\$777,032.70
Square 1 Excavation Middlebury, IN	\$830,242.13

The Engineer's Estimate was \$808,792. Fishbeck has reviewed the bids and discussed the project with Hoffman Bros., Inc. We recommend the project be awarded to Hoffman Bros., Inc. as the lowest responsive, responsible bidder.

Upon City Commission approval, attached for your execution is a Notice of Award. Please sign, date, and return to Fishbeck to my attention no later than October 3, 2022 (within 35 days after the bid opening). Once received, we will forward to Hoffman Bros., Inc.

Upon receipt of the items identified in the Notice of Award, we will assemble the Executed Contract Documents with the Contractor's bonds and insurance documents and schedule a preconstruction meeting.

If you have any questions or require additional information, please contact me at 616.464.3947 or [ceschwartz@fishbeck.com](mailto:ceschwartz@fishbeck.com).

Sincerely,



**Claire E. Schwartz, PE**  
Senior Civil Engineer

Attachments  
By email

SECTION 00 51 00 - NOTICE OF AWARD

Dated \_\_\_\_\_, 2022

TO: Hoffman Bros., Inc.  
8574 Verona Road  
Battle Creek, MI 49014

CONTRACT: WHITE ELEPHANT DETENTION BASIN IMPROVEMENTS PHASE 2

You are notified that your Bid dated August 29, 2022, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Work.

The Contract Price of your Contract is Five Hundred Thirty Thousand Dollars (\$530,000.00). Two copies of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by \_\_\_\_\_, 2022.

1. Deliver to the Engineer two fully executed counterparts of the Agreement which accompany this Notice of Award, each of which must bear your signature at the designated location.
2. Deliver with the Agreement the Contract security (bonds) as specified in the Instructions to Bidders (Article 20), the General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph 5.02).
3. Deliver with the Agreement the insurance documents as specified in the General Conditions (Article 5) and the Supplementary Conditions (Article SC-5).
4. Deliver with the Agreement a Preliminary Progress Schedule as specified in the General Conditions (Article 2).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Sturgis, Michigan

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name and Title\*)

\*Typed or printed in ink

Copy to Engineer

END OF SECTION 00 51 00

Owner: City of Sturgis, Michigan  
Project: White Elephant Detention Basin Improvements, Phase 2

BIDS RECEIVED

TABULATION OF BIDS

Date: August 29, 2022  
Time: 4:00 PM  
Location: City Hall

				Engineer's Estimate		Apparent Low Bidder Hoffman Bros., Inc. Battle Creek, MI		Second Lowest Bidder Parrish Excavating, Inc. Quincy, MI		Third Lowest Bidder Square 1 Excavation Middlebury, IN		Fourth Lowest Bidder Concord Excavating & Grading, Inc. Concord, MI		Fifth Lowest Bidder Oselka Constructors, LLC Union Pier, MI	
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 26,500.00	\$ 26,500.00	\$ 32,836.00	\$ 32,836.00	\$ 45,000.00	\$ 45,000.00	\$ 130,000.00	\$ 130,000.00	\$ 82,000.00	\$ 82,000.00
2	Clearing	Ac	6	\$ 10,000.00	\$ 60,000.00	\$ 5,900.00	\$ 35,400.00	\$ 4,950.00	\$ 29,700.00	\$ 8,700.00	\$ 52,200.00	\$ 3,500.00	\$ 21,000.00	\$ 50,000.00	\$ 300,000.00
3	Pvt, Remove	Syd	220	\$ 20.00	\$ 4,400.00	\$ 5.60	\$ 1,232.00	\$ 7.86	\$ 1,729.20	\$ 30.46	\$ 6,701.20	\$ 20.00	\$ 4,400.00	\$ 30.00	\$ 6,600.00
4	Dewatering	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 27,700.00	\$ 27,700.00	\$ 167,856.00	\$ 167,856.00	\$ 92,000.00	\$ 92,000.00	\$ 55,000.00	\$ 55,000.00	\$ 49,460.00	\$ 49,460.00
5	Embankment, CIP	Cyd	3,961	\$ 7.00	\$ 27,727.00	\$ 4.65	\$ 18,418.65	\$ 3.30	\$ 13,071.30	\$ 7.94	\$ 31,450.34	\$ 30.00	\$ 118,830.00	\$ 50.00	\$ 198,050.00
6	Excavation, Earth	Cyd	29,052	\$ 5.00	\$ 145,260.00	\$ 5.50	\$ 159,786.00	\$ 5.20	\$ 151,070.40	\$ 2.78	\$ 80,764.56	\$ 15.00	\$ 435,780.00	\$ 15.00	\$ 435,780.00
7	Excavation, Sediment, LM	Cyd	500	\$ 15.00	\$ 7,500.00	\$ 15.70	\$ 7,850.00	\$ 46.50	\$ 23,250.00	\$ 88.34	\$ 44,170.00	\$ 15.00	\$ 7,500.00	\$ 25.00	\$ 12,500.00
8	Grading, Stockpile Area	Syd	13,385	\$ 2.00	\$ 26,770.00	\$ 1.50	\$ 20,077.50	\$ 2.90	\$ 38,816.50	\$ 1.58	\$ 21,148.30	\$ 2.25	\$ 30,116.25	\$ 4.00	\$ 53,540.00
9	Grading, Swale	Ft	215	\$ 15.00	\$ 3,225.00	\$ 7.00	\$ 1,505.00	\$ 20.00	\$ 4,300.00	\$ 20.20	\$ 4,343.00	\$ 15.00	\$ 3,225.00	\$ 28.00	\$ 6,020.00
10	Spoil, Stockpile	Cyd	25,591	\$ 5.00	\$ 127,955.00	\$ 1.95	\$ 49,902.45	\$ 1.00	\$ 25,591.00	\$ 4.53	\$ 115,927.23	\$ 12.50	\$ 319,887.50	\$ 6.50	\$ 166,341.50
11	Non-Haz Contaminated Material Handling and Disposal, LM	Cyd	1,000	\$ 75.00	\$ 75,000.00	\$ 30.40	\$ 30,400.00	\$ 68.50	\$ 68,500.00	\$ 10.24	\$ 10,240.00	\$ 35.00	\$ 35,000.00	\$ 75.00	\$ 75,000.00
12	Erosion Control, Filter Bag	Ea	1	\$ 1,500.00	\$ 1,500.00	\$ 255.00	\$ 255.00	\$ 350.00	\$ 350.00	\$ 3,200.00	\$ 3,200.00	\$ 200.00	\$ 200.00	\$ 625.00	\$ 625.00
13	Erosion Control, Gravel Access Approach	Ea	2	\$ 3,000.00	\$ 6,000.00	\$ 3,715.00	\$ 7,430.00	\$ 2,190.00	\$ 4,380.00	\$ 3,220.00	\$ 6,440.00	\$ 2,000.00	\$ 4,000.00	\$ 4,500.00	\$ 9,000.00
14	Erosion Control, Gravel Filter Berm	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,043.00	\$ 3,043.00	\$ 540.00	\$ 540.00	\$ 11,356.00	\$ 11,356.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
15	Erosion Control, Silt Fence	Ft	1,000	\$ 4.00	\$ 4,000.00	\$ 2.05	\$ 2,050.00	\$ 3.50	\$ 3,500.00	\$ 4.15	\$ 4,150.00	\$ 2.50	\$ 2,500.00	\$ 15.00	\$ 15,000.00
16	Aggregate Base, 8 inch	Syd	220	\$ 40.00	\$ 8,800.00	\$ 14.70	\$ 3,234.00	\$ 14.95	\$ 3,289.00	\$ 22.60	\$ 4,972.00	\$ 16.00	\$ 3,520.00	\$ 17.50	\$ 3,850.00
17	Aggregate Surface Cse, 6 inch	Syd	1,835	\$ 30.00	\$ 55,050.00	\$ 6.55	\$ 12,019.25	\$ 9.40	\$ 17,249.00	\$ 16.71	\$ 30,662.85	\$ 10.00	\$ 18,350.00	\$ 12.60	\$ 23,121.00
18	Shoulder, 6 inch	Syd	45	\$ 30.00	\$ 1,350.00	\$ 15.00	\$ 675.00	\$ 38.80	\$ 1,746.00	\$ 100.75	\$ 4,533.75	\$ 20.00	\$ 900.00	\$ 25.00	\$ 1,125.00
19	Culv, Conc, CI III, 54 inch	Ft	120	\$ 325.00	\$ 39,000.00	\$ 315.00	\$ 37,800.00	\$ 356.00	\$ 42,720.00	\$ 444.00	\$ 53,280.00	\$ 350.00	\$ 42,000.00	\$ 525.00	\$ 63,000.00
20	Culv, CSP, 16 Ga, 12 inch	Ft	23	\$ 60.00	\$ 1,380.00	\$ 43.35	\$ 997.05	\$ 40.60	\$ 933.80	\$ 291.50	\$ 6,704.50	\$ 90.00	\$ 2,070.00	\$ 195.00	\$ 4,485.00
21	Flap Gate, CSP, 12 inch	Ea	1	\$ 2,000.00	\$ 2,000.00	\$ 369.20	\$ 369.20	\$ 390.00	\$ 390.00	\$ 3,250.00	\$ 3,250.00	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00
22	Sewer Bulkhead, 12 inch	Ea	1	\$ 700.00	\$ 700.00	\$ 474.90	\$ 474.90	\$ 1,312.00	\$ 1,312.00	\$ 5,850.00	\$ 5,850.00	\$ 500.00	\$ 500.00	\$ 1,580.00	\$ 1,580.00
23	Storm Outlet Repair, CSP, 16 Ga, 24 inch	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 1,807.00	\$ 1,807.00	\$ 3,194.00	\$ 3,194.00	\$ 6,375.00	\$ 6,375.00	\$ 5,000.00	\$ 5,000.00	\$ 3,700.00	\$ 3,700.00
24	Trench Undercut and Backfill	Cyd	50	\$ 20.00	\$ 1,000.00	\$ 55.20	\$ 2,760.00	\$ 85.00	\$ 4,250.00	\$ 165.20	\$ 8,260.00	\$ 50.00	\$ 2,500.00	\$ 55.00	\$ 2,750.00
25	Sanitary Sewer Manhole, Adjust	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 1,735.00	\$ 1,735.00	\$ 1,850.00	\$ 1,850.00	\$ 5,190.00	\$ 5,190.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00
26	Water Main, 8 inch, Lower	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 13,410.00	\$ 13,410.00	\$ 13,572.00	\$ 13,572.00	\$ 22,405.00	\$ 22,405.00	\$ 6,000.00	\$ 6,000.00	\$ 20,300.00	\$ 20,300.00
27	HMA, 13A	Ton	55	\$ 225.00	\$ 12,375.00	\$ 320.00	\$ 17,600.00	\$ 203.50	\$ 11,192.50	\$ 273.00	\$ 15,015.00	\$ 2,400.00	\$ 132,000.00	\$ 380.00	\$ 20,900.00
28	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 4,950.00	\$ 4,950.00	\$ 14,200.00	\$ 14,200.00	\$ 10,000.00	\$ 10,000.00	\$ 27,000.00	\$ 27,000.00
29	Riprap, Plain	Syd	140	\$ 100.00	\$ 14,000.00	\$ 46.10	\$ 6,454.00	\$ 89.00	\$ 12,460.00	\$ 227.86	\$ 31,900.40	\$ 100.00	\$ 14,000.00	\$ 160.00	\$ 22,400.00
30	Mulch Blanket	Syd	1,700	\$ 4.00	\$ 6,800.00	\$ 0.95	\$ 1,615.00	\$ 2.37	\$ 4,029.00	\$ 6.54	\$ 11,118.00	\$ 2.00	\$ 3,400.00	\$ 3.50	\$ 5,950.00
31	Seeding, Turf Mix	Syd	7,000	\$ 3.00	\$ 21,000.00	\$ 1.10	\$ 7,700.00	\$ 2.75	\$ 19,250.00	\$ 2.58	\$ 18,060.00	\$ 0.50	\$ 3,500.00	\$ 1.50	\$ 10,500.00
32	Seeding, Stormwater Mix	Syd	4,500	\$ 5.00	\$ 22,500.00	\$ 0.65	\$ 2,925.00	\$ 2.59	\$ 11,655.00	\$ 1.95	\$ 8,775.00	\$ 0.50	\$ 2,250.00	\$ 1.75	\$ 7,875.00
33	Topsoil Surface, Salv, 4 in	Syd	11,500	\$ 3.00	\$ 34,500.00	\$ 1.25	\$ 14,375.00	\$ 5.00	\$ 57,500.00	\$ 4.40	\$ 50,600.00	\$ 5.00	\$ 57,500.00	\$ 5.00	\$ 57,500.00
	TOTAL				\$ 808,792.00		\$ 530,000.00		\$ 777,032.70		\$ 830,242.13		\$ 1,475,628.75		\$ 1,690,752.50
	As-Read (from submitted bid)								\$ 777,032.50		\$ 922,402.13		\$ 1,356,828.75		



June 9, 2022

Mr. Barry Cox, PE  
City of Sturgis  
130 North Nottawa Street  
Sturgis, MI 49091-0280

**Proposal for Professional Services  
Construction Services for White Elephant Detention Basin Improvements Phase 2**

Dear Barry:

Fishbeck is pleased to provide this proposal to the City of Sturgis (City) for construction services for the White Elephant Regional Detention Basin Phase 2 Expansion. Specifically, our scope of services will consist of the following tasks.

## Scope of Services

### Meetings

- Conduct a preconstruction meeting and issue meeting minutes. Engineer and inspector will be in attendance.
- Conduct progress meetings when work is being completed and issue meeting minutes. A total of three (3) progress meetings are included. Engineer and inspector will be in attendance.

### Construction Administration

- Review shop drawings and submittals.
- Address construction conflicts and design questions.
- Issue Work Change Directives as necessary.
- Issue Change Orders as necessary.
- Process Applications for Payment.
- Administer project closeout procedures including Affidavit and Consent of Surety.
- Provide Construction Record Drawings.

### Construction Staking and As-built Survey

- Five (5) site visits are included to provide line and grade stakes, slope stakes, and other staking or flagging required by the Contractor.
- One (1) day is budgeted to complete an as-built survey.

### Construction Inspection

- Visits to the site during construction activities. A Fishbeck inspector will be onsite for watermain lowering, culvert installation and paving. A total of 12 days of inspection time is included (96 hours).
- Prepare pay quantity calculations/sketches and download field notes and photos to digital file.
- Final inspection with representatives of Owner, Contractor and Engineer; issue punch list.

### Materials Testing

- Compaction testing on culvert backfill, aggregate below City roadway and bituminous asphalt.

## Assumptions

### Environmental Services

If non-hazardous or hazardous contaminated material is encountered, Fishbeck will provide a geologist or environmental specialist on an hourly basis to properly address the environmental issue. We will notify your office with an estimated level of effort before commencing each step as the scope of work progresses.

### Subcontracted Testing Services

If material testing services such as confirming gradation of granular material or bituminous asphalt mix properties are required, Fishbeck intends to subcontract those services and would provide a cost proposal prior for performance of necessary tests.

## Professional Services Fees

We propose to complete the above scope of work for a lump sum fee of Fifty-Four Thousand Nine Hundred Dollars (\$54,900) itemized as follows:

Task	Amount
Meetings	\$9,610
Construction Administration (including record drawings)	\$13,700
Construction Staking and As-built Survey	\$10,092
Construction Inspection	\$21,498
<b>Total Proposal Amount</b>	<b>\$54,900</b>
Environmental and Material Testing Contingency	\$5,100
<b>Total Amount for Budgeting</b>	<b>\$60,000</b>

## Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Jill M. DeCator ([jdecator@fishbeck.com](mailto:jdecator@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3947 or [ceschwartz@fishbeck.com](mailto:ceschwartz@fishbeck.com).

Sincerely,



**Claire E. Schwartz, PE**  
Senior Civil Engineer

Attachments  
By email

## Professional Services Agreement

**PROJECT NAME** White Elephant Phase 2 Expansion  
**FISHBECK CONTACT** Claire E. Schwartz, PE  
**CLIENT** City of Sturgis  
**CLIENT CONTACT** Mr. Barry Cox, PE  
**ADDRESS** 130 North Nottawa Street, Sturgis, MI 49091-0280

Client hereby requests and authorizes Fishbeck to perform the following:

**SCOPE OF SERVICES:** As described in the attached proposal letter dated June 9, 2022.

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated June 9, 2022
- ☐ Other:

**METHOD OF COMPENSATION:**

- ☒ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

**Budget for Above Scope of Services:** Fifty-four Thousand Nine Hundred Dollars (\$54,900).

**ADDITIONAL PROVISIONS (IF ANY):** None.

**APPROVED FOR:**

City of Sturgis

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACCEPTED FOR:**

Fishbeck

BY: Michael J. Bernier

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Vice President

June 9, 2022

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## End of Terms and Conditions for Professional Services

## White Elephant Phase 2

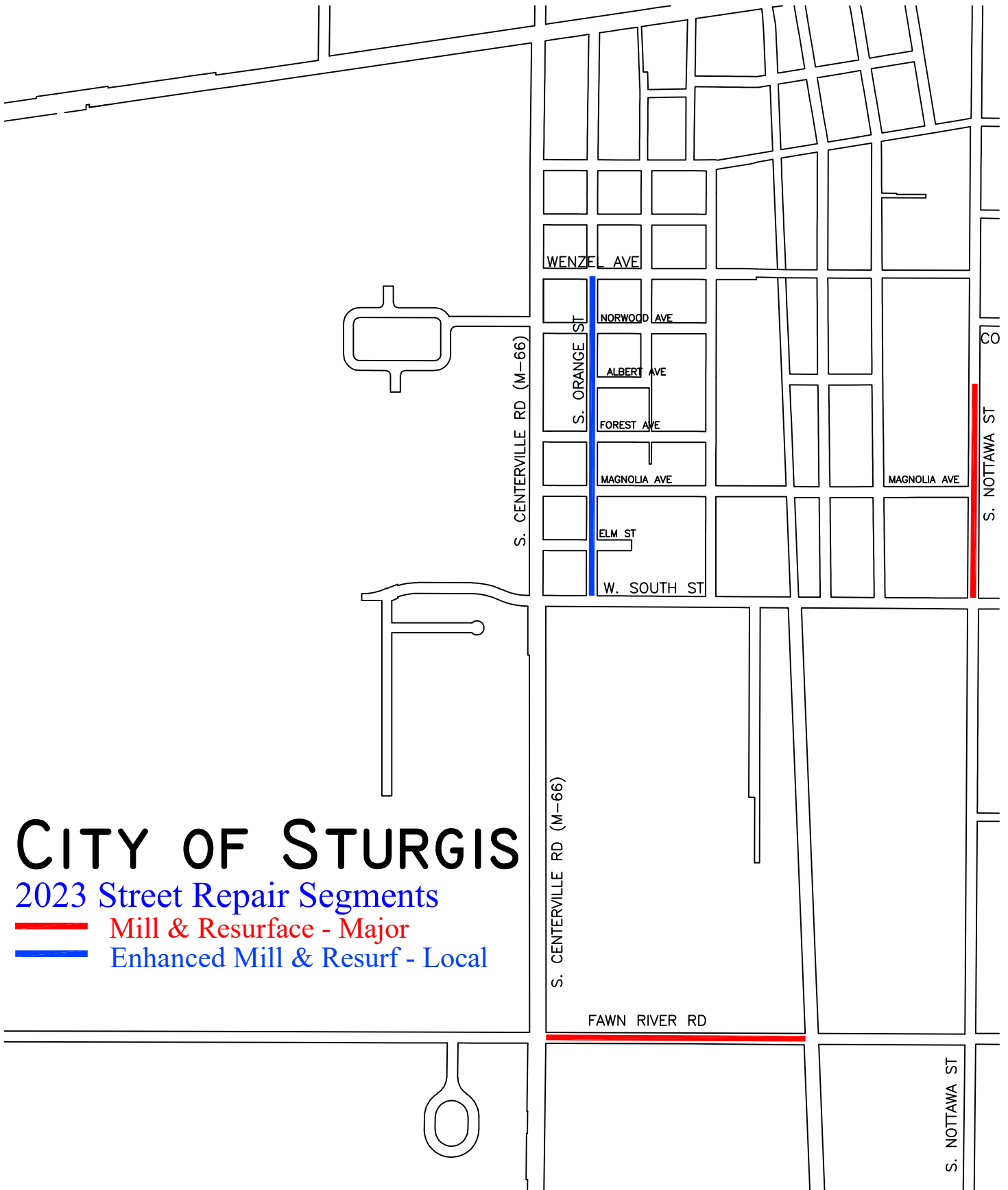
		101 General Fund Storm Sewer	TOTAL PROJECT	
<b>FY 2021-2022</b>				<b>Notes</b>
<b>BUDGETED FUNDS</b>		\$40,000.00	\$40,000.00	
<b>PROJECT COSTS</b>				
Design and Bid Phase Engineering	Appr. 09/20/21	\$ 39,800.00	\$ 39,800.00	Fishbeck, Inc.
<b>TOTAL FY 2020-2021</b>		<b>\$ 39,800.00</b>	<b>\$ 39,800.00</b>	
<b>OVER (UNDER) BUDGET FY 2020-2021</b>		<b>\$ (200.00)</b>	<b>\$ (200.00)</b>	
<b>FY 2022-2023</b>				<b>Notes</b>
<b>BUDGETED FUNDS</b>	<b>FY 2022-2023</b>	\$900,000.00	\$900,000.00	
<b>PROJECT COSTS</b>				
Construction Award	Recommended	\$ 530,000.00	\$ 530,000.00	Hoffman Bros., Inc.
Contingency Budget	Recommended	\$ 53,000.00	\$ 53,000.00	10% of Construction
Construction Phase Engineering	Recommended	\$ 54,900.00	\$ 54,900.00	Fishbeck, Inc.
<b>TOTAL FY 2022-2023</b>		<b>\$ 637,900.00</b>	<b>\$ 637,900.00</b>	
<b>OVER (UNDER) BUDGET FY 2022-2023</b>		<b>\$ (262,100.00)</b>	<b>\$ (262,100.00)</b>	
<b>TOTAL PROJECT</b>				<b>Notes</b>
<b>BUDGETED FUNDS</b>		\$940,000.00	\$940,000.00	
<b>TOTAL PROJECT COST</b>		<b>\$ 677,700.00</b>	<b>\$ 677,700.00</b>	
<b>OVER (UNDER) BUDGET Total Project</b>		<b>\$ (262,300.00)</b>	<b>\$ (262,300.00)</b>	

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10F**







## **Task Order**

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In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 27, 2014 (“Agreement”), Owner and Engineer agree as follows:

### **1. Specific Project Data**

A. Title: 2023 Street Rehabilitation

B. Background/Description: The City of Sturgis is planning to rehabilitate South Orange Street from West South Street to Wenzel Avenue, Fawn River Road from Railroad to M-66, and South Nottawa Street from the brick portion to South Street.

South Orange Street will be a mill and resurface strip set of plans starting near the north spring point of the Wenzel Street intersection continuing south the north spring point of West South Street. Project includes the following proposed improvements:

- Removal of HMA from the gutter pan
- Replacement of HMA to the existing curb edge of metal line
- Spot curb replacement in areas identified by the City
- Sidewalk Ramp improvement at Wenzel, Forest, Elm and, Magnolia to add crossings in all directions and bring existing deficient crossings into compliance with the Americans with Disabilities Act (ADA)
- Adjustment of existing utility and monument castings on a case-by-case basis as determined by the City
- Replacement of 14 likely lead services
- Re-monumentation for 6 monuments

Fawn River Road and South Nottawa Street will be a 2-inch mill and resurface log job with utility casting replacement on a case-by-case basis as determined by the City. No other improvements are proposed on these streets.

C. Number of Construction Contracts:

The project is anticipated to be constructed under one (1) construction contract.

D. Work Scope:

### **PRELIMINARY DESIGN PHASE**

1. Perform topographic survey necessary for strip set of plans on Orange Street including ADA sidewalk ramp details. Establish benchmarks for use during construction.
2. Contact utility companies to obtain information on existing utility locations and coordinate relocations or placement of new facilities with the respective utility companies (A.S.C.E. Subsurface Utility Engineering Quality Level D).
3. Complete a strip set of plans on Orange Street showing, cross sections, details, notes, alignments, milling and paving limits, intersection details for ADA ramp upgrades, utility casting improvements, drainage structure repairs, lead service replacement, curb replacement.
4. Prepare intersection grading plans for ADA ramp improvements.
5. Prepare Log of Job and cross sections for Fawn River and South Nottawa.

6. Prepare preliminary project specifications.
7. Prepare opinions of probable construction cost for the project.
8. Review project plan sheet, final specifications, and probable construction costs with the City.

#### **FINAL DESIGN PHASE**

1. Complete design and prepare final project, strip plans, specifications and update the probable construction costs incorporating City comments from the preliminary review.
2. Prepare final bid package including specifications, bid items, probable construction costs and project log.

#### **BIDDING PHASE**

1. Assist the City with writing the project bid advertisement.
2. Advertisement will be sent to bid rooms. No local advertisement is anticipated.
3. Prepare and distribute bid documents.
4. Answer questions during bid period and issue addenda, if necessary.
5. Tabulate bids, review and prepare recommendation of award to the City.
6. Prepare three (3) sets of contract documents for execution by the City.

This task order is for design and bidding phase services. We can provide a supplemental task order for construction phase services once the final project scope is determined.

## **2. Services of Engineer**

The work scope is to provide Final Design and Bidding Phase Professional Services. The following paragraphs from Exhibit A of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, are incorporated by reference, along with a brief summary:

#### A1.02 – Preliminary Design, including paragraphs:

- A.1
- A.2
- A.4
- A.5
- A.6 Submit a PDF copy of the preliminary design via email.

#### A1.03 – Final Design, include paragraphs:

- A.1
- A.2
- A.3
- A.4 Submit a PDF copy of the final design via email.
- A.5

#### A.1.04 – Bidding or Negotiating Phase:

- A.1
- A.2
- A.3
- A.6

## **3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B and will provide coring/boring information.

#### 4. Times for Rendering Services

The times for rendering services are as follows assuming a September 14, 2022, authorization.

<u>Phase</u>	<u>Proposed Completion Date</u>
Preliminary Design Phase	December 16, 2022
Final Design Phase	February 13, 2023 (Advertise for Bids)
Bidding Phase	March 22, 2023 (Award Contract)

#### 5. Payments to Engineer

A. Owner shall pay Engineer for Services rendered as follows:

<b>Category of Services</b>	<b>Compensation Method</b>	<b>Estimate of Compensation for Services</b>
<i>Preliminary Design Service</i>	<i>Standard Hourly Rates</i>	<i>\$28,000</i>
<i>Final Design Services</i>	<i>Standard Hourly Rates</i>	<i>\$5,600</i>
<i>Bidding Phase Services</i>	<i>Standard Hourly Rates</i>	<i>\$3,800</i>
<b>TOTAL FEES =</b>		<b>\$37,400</b>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

#### 6. Consultants:

None.

#### 7. Other Modifications to Master Agreement:

None.

#### 8. Attachments:

None

#### 9. Documents Incorporated by Reference:

None.

**10. Terms and Conditions:**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 15, 2022

**OWNER**  
**City of Sturgis**

**ENGINEER**  
**Fleis & VandenBrink Engineering, Inc.**



Signature \_\_\_\_\_ Date \_\_\_\_\_

Michael Hughes  
Name

City Manager  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Barry Cox, P.E.  
Name

City Engineer  
Title

130 N. Nottawa

Address

bcox@sturgismi.gov  
E-Mail Address

(269) 659-7249  
Phone

(269) 659-7295  
Fax

Sturgis Purchase Order No.: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Matt Johnson, P.E.  
Name

Regional Manager  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Chad Salzbrenner  
Name

Senior Project Manager  
Title

5331 South Bend Drive

Fort Wayne, IN, 46804  
Address

csalzbrenner@fveng.com  
E-Mail Address

(260) 444-6570  
Phone

(260) 435-1384  
Fax

F&V Vendor No.: 00776

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10G**



August 23, 2022

Mr. Barry Cox, PE  
City Engineer  
City of Sturgis  
130 N. Nottawa St.  
Sturgis, MI 49091

**Re: Bullard Industrial Park Utility Extension**

Dear Barry:

Land and Resource Engineering (LRE) is pleased to present our proposal to provide engineering services for the utility construction for the Bullard Industrial Park in the City of Sturgis (City). LRE has reviewed the provided information and are prepared to assist the City with the following work plan.

**Existing Conditions**

The Bullard Industrial Park is an industrial/commercial area on the City's north side. There are three project areas where City utilities do not exist around the industrial park:

**Project Locations**

- Haines Blvd. (future) from Kitson Ave. to N. Nottawa Rd. (M-66). 80' Right of Way
- Existing 20' easement along parcel 777-300-00.
- Existing 20' easement along the south side of Dollar General to the north side of the Stoughton Apartments.

**Existing Utilities**

- 10-inch sanitary sewer and 12-inch water main in Kitson Ave.
- 8-inch water main in an easement along Dollar General's east frontage on M-66.
- 6-inch and 8-inch water main in easements on Stoughton Apartment Complex parcel.



PROJECT SITE

**Proposed Construction**

The City has identified the following utility improvements for the Bullard Industrial Park area:

- New 12-inch water main installation including hydrants and services in future Haines Blvd. from Kitson Ave. to N. Nottawa Rd. and along an existing easement from future Haines Blvd. to the north side of Dollar General
- New 8-inch water main installation including hydrants and services in an existing easement from the south side of Dollar General to the north side of Stoughton Estates.
- New 8-inch sanitary sewer installation including services in future Haines Blvd. from Kitson Ave. to N. Nottawa Rd.



The following is a description of the scope of services, professional fee and schedule included in this proposal.

## Scope of Services – Design Engineering

### Field Investigation

*Topographic Survey* - LRE will coordinate the design survey effort with the City to obtain the necessary information while minimizing disruption to adjacent residents and traffic. LRE proposes a full topographic survey from ROW to ROW in Haines Blvd. (future), the west edge of metal of M-66 from Haines to the north side of Dollar General and the easement along the south side of Dollar General including roadway features, sidewalk, drive approaches, utility structures and structure inventories. Survey effort will extend outside the project limits as necessary to ensure a smooth and functional transition from existing to proposed improvements.

*Geotechnical Services* – LRE has received a quote from SME for four borings to verify existing subsurface conditions. They envision using an ATV to access the boring locations in the existing fields.

*Utility Information* – LRE will contact utility companies and solicit available information using MISS DIG Design Ticket request. LRE will add this information with available as-built information from the City to the survey file to create the base file for design.

### Preliminary Plans

LRE will develop preliminary plans for the project using the finished topographic base file. These initial plans will show a proposed alignment for the sanitary sewer and water main. A preliminary water main alignment will be detailed in relation to the existing water main tie-in points and adjacent utilities. An initial vertical profile and general grading plan will be shown for identification of potential conflicts. Service locations will be provided by the City and shown on the plans. LRE will submit these plans to the City for review prior to developing final plans.

### Final Plans

Feedback from the preliminary plan phase will be used to develop final construction documents. LRE's plan for the design of the utilities are detailed in the following steps:

*Grading Plan* – LRE will investigate the grading of the existing grade over the easement surface. It is anticipated that the proposed grade will be regraded in the same place as existing.

*Water Main Alignment* – The location of the proposed water main will be carefully designed to meet current City, EGLE, and 10-States standards. LRE will locate the proposed water main in a location where appropriate horizontal and vertical separation from existing and proposed sewers are met. Initially we envision keeping the water main on the north side of the future Haines Blvd. along the same offset stubbed from Kitson Ave. and maintain horizontal separation from the proposed sanitary sewer. We also assume that we will connect along M-66 at the same offset by Dollar General. Connections to existing water mains on side-streets and project terminals, as well as service connections will be designed to achieve minimum construction requirements and restraint lengths. Basis of design for use in the EGLE permit will be provided by the City.

*Sanitary Sewer Alignment* – The location of the proposed sanitary sewer will be carefully designed to meet current City, EGLE, and 10-States standards. Initially, the sanitary sewer will be proposed along the same offset as stubbed from Kitson Ave. Basis of design for use in the EGLE permit will be provided by the City.

*Permits* – LRE has reviewed the project and determined that an EGLE ACT 399 Permit Application for Water Supply Systems and a Part 41 Wastewater Construction Permit will be required. LRE will act on the City's behalf and complete the permit applications and submit to the appropriate agencies.

*Grading Permits & ROW Impacts* – it is not anticipated that grading permits or ROW impacts are necessary as part of the projects. The existing easements should be adequate to construct the proposed work without requiring additional width for grading or surface tie-backs.

*Utility Coordination* – LRE will begin coordination with utility companies at the onset of the project. Maintaining direct contact with utility representatives early in the design process allows for quicker response times if the project requires a utility to be relocated or adjusted.

*Construction Specifications* – Bid documents will be assembled for bidding the project. The City standard sanitary sewer and water main specifications will be provided to LRE for inclusion in the Contract Documents. Maintaining traffic plans, staging plans, construction schedule requirements, insurance and bonding requirements, and coordination clauses will be drafted for the City's review and included in the contract documents as well.

*Bidding Services* – LRE will respond to contractor questions during the bidding process. LRE will attend a prebid meeting if deemed necessary. LRE will also review the bids, assemble a bid tab and make a recommendation for award.

*Meetings* – LRE has identified the following meetings as part of the Design Engineering Phase:

- Design Kickoff Meeting (1)
- Preliminary Plan Review Meeting (1)
- Pre-Bid Meeting (1) (as necessary)

LRE will provide meeting minutes within three business days after each meeting.

## Professional Fee and Schedule

The professional fee to complete the **Design Engineering Task** as included in the scope of services is **Thirty-one Thousand Four Hundred Dollars (\$31,400)**. The format of this proposal is hourly, not to exceed, with reimbursable expenses included. LRE will provide invoices monthly, which reflect the charges and expenses for the previous billing period. A detailed breakdown of the professional fee by task is provided in the attached matrix.

Construction engineering and inspection is not included in this proposal but can be provided upon request.

Please feel free to contact our office with any questions. We appreciate the opportunity to submit our proposal and look forward to continuing serving the City.

Sincerely,

**Land & Resource Engineering (LRE)**



Neil P. De Wit, PE  
Project Manager



Daniel J. Fredricks, P.E.  
Vice President

# Proposed Work Hours & Fee

<b>City of Sturgis</b> <b>Bullard Industrial Park Utility Extension</b>						
Phase No	Task Description	Project Manager <i>Neil De Wit</i>	QA/QC <i>Kyle Patrick</i>	CAD Support <i>Megan Connelly</i>	Design Survey <i>Rod Bredeweg</i>	Total
1	Phase 1					
	Kickoff Meeting & Site Visit	6		6		12
	Site Topographic Survey	0		4	14	18
	Concept Layouts & Meeting	4	4	10		18
	Phase 1 Total Hours	10	4	20	14	48
2	Phase 2					
	Preliminary Plan Sheet Layout	2		12		14
	Preliminary Typical & Details	2		6		8
	MOT Concepts	2		2		4
	Preliminary Sanitary Sewer Design	4		4		8
	Preliminary Water Main Design	4		12		16
	Preliminary Storm Sewer/Drainage Design	2		2		4
	Plan Sheet Revisions & Notes	4		8		12
	Maintaining Traffic Plans	2		2		4
	Preliminary Grading	2		5		7
	Quantities & MERL Estimate	4		2		6
	Finalize Sanitary Sewer Design	4		4		8
	Finalize Water Main Design	4		12		16
	Finalize Storm Sewer/Drainage Design	2		2		4
	Specifications	8		0		8
	QA/QC Review & Revisions	4	4	6		14
	City Revisions	6		6		12
	EGLE Permit Applications	4		2		6
	MDOT Permit Application	4		0		4
	Phase 2 Total Hours	64	4	87	0	155
3	Phase 3					
	RFIs/Questions	2		2		4
	Prebid Meeting	5				5
	Bid Tab	1				1
	Recommend for Award	1				1
	Phase 3 Total Hours	9		2		11
<b>Design Engineering Total Hours</b>		<b>83</b>	<b>8</b>	<b>109</b>	<b>14</b>	<b>214</b>
						Total LRE Design Effort \$ 25,840.00 Geotechnical (SME) \$ 5,060.00 Reimbursable Expenses \$ 500.00 <b>\$ 31,400.00</b>

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by **City of Sturgis** of 130 N. Nottawa St., Sturgis, MI 49091 (hereinafter "Client"), and **Land & Resource Engineering** of 2121 3 Mile Road, Walker, Michigan 49544 (hereinafter "LRE").

**SCOPE OF SERVICES:** The Client hereby contracts with LRE, to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the Client's Project as described or referred to herein:

### **Proposal to Provide Design Engineering Services for Bullard Industrial Park Utility Extension in Sturgis, Michigan**

and as set forth in LRE's proposal dated **August 23, 2022**, the terms of which are hereby incorporated by reference in this Agreement.

**LRE'S COMPENSATION:** LRE shall be paid for all services rendered on the following basis: **Hourly, not to exceed fee of Thirty-one Thousand and Four Hundred Dollars (\$31,400).** LRE will provide an invoice each month, which will reflect the hours and expenses utilized in the previous billing cycle.

**TERMS AND CONDITIONS:** LRE's terms and conditions of contract, as included herewith, shall apply to all work performed by LRE and to all obligations of the Client pursuant to this Agreement, unless otherwise specifically agreed in writing.

**ADDITIONAL PROVISIONS:** The Client and LRE mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by Additional Provisions, if any are attached hereto, and that such Additional Provisions, together with the Terms and Conditions are intended by the Client and LRE as a final expression and complete and exclusive statement of their agreement.

Additional Provisions: ☒ None ☐ Attachment


**ENTIRE AGREEMENT:** If any element of this Agreement is held to violate the law or a regulation, or whose insurability cannot be confirmed by LRE, it shall be deemed void, and all remaining provisions shall continue in force.

The parties have made and executed this Agreement.

**CITY OF STURGIS**

**LAND & RESOURCE ENGINEERING**

Signed: \_\_\_\_\_  
Michael Hughes (City Manager)

  
Signed: \_\_\_\_\_  
Daniel J. Fredricks, P.E., Vice President

Date Signed: \_\_\_\_\_

Date Signed: September 6, 2022

## TERMS AND CONDITIONS

The following terms and conditions shall be a part of the LRE contractual undertaking to perform professional services and LRE's undertaking to perform such services and to enter into this Agreement is expressly conditioned on Client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are expressly objected to and rejected by LRE. Where a client issues a purchase order to authorize LRE's undertaking to perform professional services, that undertaking will be governed solely by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE:** LRE shall exercise the normal standard of care and diligence in performing professional services.

Except as expressly stated in this Section, LRE provides services "as is" and makes no other express or implied warranties, written or oral, and all other warranties are specifically excluded, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade. nothing herein is intended to constitute or create any representation or warranty by LRE to any third party, directly or as a third party beneficiary, with respect to any of the services provided hereunder.

2. **SUBCONTRACTORS:** LRE may engage subcontractors on behalf of the Client to perform a portion of the services to be provided by LRE hereunder.
3. **CHANGES:** If LRE provides proposed fees, LRE's proposed fees constitute LRE's estimate to perform services under this Agreement. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

A change in services shall not invalidate this Agreement. A change in the services shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities, direction, or information, or if LRE's failure to perform is due to any act of God, labor, trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of LRE. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying proposal.

4. **REIMBURSABLE EXPENSES:** Unless otherwise provided in this Agreement, LRE will bill direct nonpayroll expenses at cost plus 15%. Direct expenses include all reasonable expenses from required responses to subpoenas or court orders related to services under this Agreement.
5. **TERMINATION:** This Agreement may be terminated by either party upon fourteen (14) days' prior written notice. In the event of termination, LRE shall be paid up to the effective

date of termination for all services rendered by it, and all LRE Documents shall remain the property of LRE, and Client shall not use LRE Documents until all moneys owed to LRE by Client (whether or not such moneys have then become due and payable) have been paid. LRE assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless specifically agreed to in writing.

6. **PAYMENT:** LRE shall bill for services rendered and reimbursable costs incurred on a periodic basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Invoices over thirty (30) days past due will be charged monthly interest at the rate of seven percent (7%) per annum on the unpaid balance or the highest lawful rate, whichever is less. The Client hereby waives any defense of usury with regard to said rate of interest. LRE may, after written notice to Client, suspend performance of services until all past due amounts are paid. The Client shall reimburse LRE all costs incurred by LRE to collect any unpaid balance more than ninety (days) past due.
7. **OPINION OF PROBABLE COSTS:** When required as part of its work, LRE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by LRE hereunder will be made on the basis of LRE's experience and qualifications and will represent LRE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that LRE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractor's methods of determining prices or performing the work.
8. **INTELLECTUAL PROPERTY:** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by LRE ("LRE Documents") are instruments of LRE's services that shall remain LRE's property. Client shall have an irrevocable, royalty-free, and perpetual license to use for its internal business purposes related to the services set forth in this Agreement any LRE Documents prepared as part of the Services. Client agrees not to use LRE Documents for marketing purposes, for projects other than the project for which the documents were prepared by LRE, or for future

modifications to this project, without LRE's express written permission.

Any reuse or distribution of LRE Documents to third parties without such express written permission or project-specific adaptation by LRE will be at Client's sole risk and without liability to LRE or its employees, independent professional associations, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless LRE from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

LRE shall have the right to use LRE Documents for marketing purposes. LRE shall have the right to describe and demonstrate services performed under this Agreement to prospective clients and use those materials for sales and other promotional purposes.

9. **DISPUTE RESOLUTION:** During the term of this Agreement, any dispute that arises between the Parties shall be negotiated in good faith by equivalent levels of the Parties' management. The Parties agree to submit all claims and disputes arising out of this Agreement to non-binding mediation, with costs to be borne by each party, prior to the initiation of legal proceedings. The venue and jurisdiction for any dispute that arises under or is related to this Agreement shall be decided by a court of competent jurisdiction in the Circuit Court for Kent County, Michigan or in the United States District Court for the Western District of Michigan, provided such court has subject matter jurisdiction. The prevailing Party in any legal proceeding, following non-binding mediation, to enforce this Agreement shall be entitled to recover all costs and expenses associated with such enforcement from the non-prevailing Party, including attorney fees. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
10. **INSURANCE:** Upon request, LRE will furnish the Client with a written description of insurance coverage being maintained by LRE which may be related to LRE's performance of services hereunder. No oral representations regarding insurance shall be binding upon LRE.
11. **INDEMNITY:** Subject to any limitations stated in this Agreement, LRE will indemnify and hold harmless the Client, its officers, directors, employees and subcontractors from and against all claims and actions including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property caused by a professionally negligent act, error or omission of LRE or any of its agents, subcontractors or employees in the performance of services under this contract. LRE will not be responsible for any portion of loss, damage or liability arising from any contributing negligent acts by the Client, its subcontractors, agents, staff or consultants. The Client will indemnify and hold harmless LRE, its employees, officers, directors and subcontractors from and against all claims and actions, including attorney fees, arising out of or related to damages or injuries to persons or property related or connected to the acts of the Client or any of its agents, subcontractors and/or employees.
12. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, LRE and LRE's officers, members, directors, employees, agents, and consultants liability (whether in contract, tort, negligence, strict liability or by statute or otherwise) to Client or to any third party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to direct and actual damages, not to exceed the total compensation received by LRE under this Agreement, or the total fees paid to LRE by Client over the twelve months preceding the claim giving rise to liability, whichever is less. In no event shall either party be liable for consequential, incidental, punitive, special, exemplary or indirect damage, or expenses (including without limitation, lost profits or other economic losses, lost reimbursements, or lost savings) even if such party was advised of the possibility of the occurrence of such damages and even if such damages were reasonably foreseeable. The provision of this Section shall survive termination of this Agreement.
13. **SITE ACCESS AND SECURITY:** When entry to property is required for LRE to perform services, Client agrees to notify property owners and obtain legal right-of-entry onto the property. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of LRE's services, except for such damage as caused by the sole negligence of LRE.
14. **CONSTRUCTION PHASE SERVICES:** If LRE performs any services during the construction phase of the project, LRE shall not supervise, direct, or have control over any construction contractor's (the "Contractor") work. LRE shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. LRE does not guarantee the performance of the work of the Contractor. LRE does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the construction contract documents.
15. **UNDERGROUND STRUCTURES OR UTILITIES:** In the performance of its services, LRE shall not be required to sign any documents, no matter by whom requested, that would result in LRE having to certify, guaranty, or warrant the existence of conditions that LRE cannot ascertain, including but not limited to underground structures and

- utilities ("Unascertained Conditions"). LRE will take reasonable care and precautions to avoid damage to Unascertained Conditions. Client agrees to indemnify, protect and hold harmless LRE from and against all liability, claims, demands, losses, expenses and costs (including attorney's fees) for and damage to or consequential loss from damage to any Unascertained Condition which is not called to LRE's attention or which is not currently shown on plans furnished to LRE, except for such damage as caused by the gross negligence or willfulness of LRE.
16. **HAZARDOUS MATERIALS:** The scope of LRE's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services related to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws and regulations.
17. **CONFLICTS OF INTEREST:** The services performed under this Agreement may involve parties with adverse interests to clients whom LRE has current or past relationships. It is LRE's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but LRE cannot assure that conflicts or perceived conflicts will not arise. Any such conflict shall not be cause for a breach of this Agreement, and LRE is not responsible or liable for any such occurrences.
18. **WAIVER:** No waiver, discharge, or renunciation of any claim of right of LRE arising out of breach of this Agreement by Client shall be effective unless in writing signed by LRE and supported by separate consideration.
19. **GOVERNING LAW:** This Agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan.
20. **SEVERABILITY:** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not in any way affect the enforceability of any other provision of this Agreement.
21. **RELIANCE:** LRE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
22. **FEDERAL/LOCAL RIGHT TO KNOW COMPLIANCE:** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, the Client shall provide LRE with a list of hazardous substances in the work place to which LRE employees or subcontractors may be exposed in performance of the Services to be provided under this Agreement. The Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.
23. **THIRD PARTY RIGHTS:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Client and LRE.

# **City of Sturgis City Commission Regular Meeting**

## **News**







RECEIVED MAIL

AUG 22 2022

CITY OF STURGIS

P.O. Box 402  
Three Rivers, MI 49093

24 hour crisis line: 800-828-2023  
[www.dasasmi.org](http://www.dasasmi.org)

Phone: 269-273-6154  
Fax: 269-273-9465

City of Sturgis  
130 N Nottawa  
Sturgis, MI 49091

August 9, 2022

Dear City of Sturgis Council,

I am writing to request your agreement to enter into a contract with DASAS to help fund our emergency services, outreach and advocacy for survivors of domestic violence and sexual assault and their children. We hope that you will consider supporting our work with a contract for services based on a nominal contribution of (\$.25) per resident.

Our shelter in Three Rivers is a safe house to a number of domestic violence survivors (and their children) who come to escape abuse by their partner. In addition to emergency shelter, domestic violence and sexual assault survivors from both Cass and St. Joseph counties make use of outreach services, support groups, crisis intervention, assistance with obtaining personal protection orders, help navigating the criminal justice system, assistance in applying for Crime Survivors Compensation, and accessing other community resources. We offer many of our services right in your community and at the county courthouses in Cassopolis and Centreville, so that they are easily accessible by those in need.

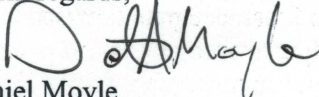
We engage school students with *Healthy Relationships*, our dating violence and sexual assault prevention program, since 1996. Evaluation of this five-hour program has shown that it is effective in changing attitudes and building awareness among young people. If we are to reduce the incidence of domestic violence and sexual assault, we must continue prevention efforts like *Healthy Relationships*.

All of our initiatives keep us working 24 hours a day, 365 days a year. Approximately 80% of our funding is state and federal, with the remaining 20% being raised locally. We find that we need to rely more and more on local funding due to state and federal budget cuts.

The value of a contract based on your population of **10,963** would be **\$2,740.75**. Our board encourages you to approve a contract with DASAS for the fiscal year **2022-2023** for this amount, or any amount you consider to be appropriate for the value of our services to your community. A decision not to participate in this request will in no way affect our willingness to provide services to your citizens.

Please remember that DASAS is a locally-based program addressing one of the biggest social problems in the community when you consider our request. Our Co Executive Director, McKenna Huffstutter, would be happy to answer questions or schedule a presentation to your board. Please contact her at 269-273-6977 or [dasasinfo@dasasmi.org](mailto:dasasinfo@dasasmi.org). Thank you for your consideration.

Warm regards,

  
Daniel Moyle  
DASAS Board President



## AGREEMENT TO PROVIDE SERVICES

This agreement to provide services ("Agreement") is entered into on **October 1, 2022**, between  
the **City of Sturgis** ("Governmental Agency") and  
Domestic and Sexual Abuse Services, P.O. Box 402, Three Rivers, MI 49093 ("DASAS").

### Recitals:

The parties acknowledge that the following recitals are accurate and incorporate them as integral provisions of this agreement.

A. DASAS is a nonprofit organization that provides emergency services for victims of domestic violence and sexual assault (and their children). These include emergency housing, crisis intervention, 24-hour telephone support, support groups in the community, prevention programming in the schools, victim outreach, and legal advocacy.

B. Governmental Agency desires to support the funding of DASAS's services.

Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. General Terms: DASAS agrees to provide the services provided in paragraph A of the Recitals section of this Agreement to the residents of the **City of Sturgis** Governmental agency agrees to contribute DASAS \$0.25 per resident, based on a population of **10,963** representing a total allocation would be **\$2,740.75**.

2. Term of Agreement: The term of this Agreement shall commence on **October 1, 2022**.

3. Third Parties: This Agreement is entered into for the benefit of the listed parties, and the general public. The parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. This contract is entered into freely by the listed parties and DASAS will continue to provide services at no cost to clients, regardless of whether the governmental agency enters into this contract. A client is defined as anyone receiving services from DASAS.

4. Entire Agreement: This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements.

5. Modification: Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.

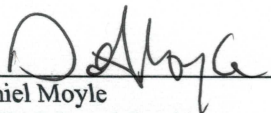
6. Severability: If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force effect as if the illegal or unenforceable parts were deleted.

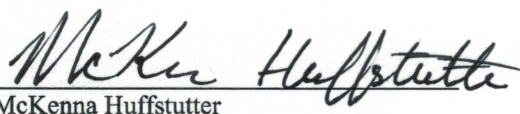
7. Governing Law: This Agreement shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.

8. Good Faith Cooperation: The parties shall in good faith undertake all steps reasonably necessary to facilitate the transaction contemplated in this Agreement and to execute such documents reasonably necessary and customary to carry out the transaction.

9. Attorney fees: If any legal proceeding is brought under this Agreement by either party, the prevailing party shall be entitled to recover from the other party all costs in the subsequent litigation, including reasonable attorney fees.

The parties have executed this Agreement on the date and year first written above.

  
\_\_\_\_\_  
Daniel Moyle  
DASAS Board President

  
\_\_\_\_\_  
McKenna Huffstutter  
DASAS Co Interim Executive Director