



BOARD OF TRUSTEES
Regular Meeting
February 14, 2024
7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
 - a. Presentation on the Countywide General Operating Millage Proposal by Nicole Frost, Isabella County Administrator/Controller
6. PUBLIC HEARINGS
7. PUBLIC COMMENT: Restricted to three minutes regarding items on this agenda
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)
8. CLOSED SESSION
9. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. Board Member Reports
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – January 24, 2024 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
 - G. Cross Connection Lead and Copper Inventory Program Contract Renewal with HydroCorp
 - H. Purchase of one Sensus handheld meter reader and charging stand from Etna Supply
 - I. Township Brine Participation Contract
11. NEW BUSINESS
 - A. Discussion/Action: (Smith) Meridian Road Water Treatment Plant Filter Media Replacement Project Approval

- B. Discussion/Action: (Nanney) Resolution of Support for a State of Michigan Tasting Room Permit for a New Microbrewery at 2065-2075 S. Isabella Rd.
- C. Discussion/Action: (Stuhldreher) Consider increasing the amount that the Township Manager is allowed to make in a single unbudgeted purchase or commitment from \$10,000 to \$20,000 per Policy Governance 2.5.6.
- D. Discussion/Action: (Board of Trustees) Discussion of Board Outside Liaison Assignments.

12. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)

13. MANAGER COMMENTS

14. FINAL BOARD MEMBER COMMENT

15. ADJOURNMENT

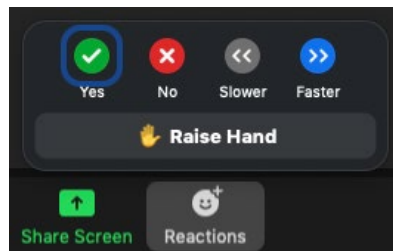
Hybrid Meeting Instructions for the Charter Township of Union Board of Trustees Meeting

The public can view all Union Township meetings live by clicking on our [YouTube Channel](#). For those who would like to participate during public comment, you can do so via Zoom.

[Click here](#) to participate in the Zoom Meeting via computer or smart phone. (Meeting ID Enter “861 1599 5624” Password enter “926394”). Access to the electronic meeting will open at 6:50 p.m. and meeting will begin at 7:00 p.m.

Telephone conference call, dial (312-626-6799). Enter “861 1599 5624” and the “#” sign at the “Meeting ID” prompt, and then enter “926394” at the “Password” prompt. Lastly, re-enter the “#” sign again at the “Participant ID” prompt to join the meeting.

- All public comments for items on the agenda will be received during the Public Comment section of the Agenda and any issue not on the agenda will be received during the Extended Public Comment section of the Agenda.
- Computer/tablet/smartphone audience: To indicate you wish to make a public comment, please use the “Reactions” icon. **Next, click on the “Raise Hand” icon** near the bottom right corner of the screen.



- **To raise your hand for telephone dial-in participants, press *9.** You will be called on by the last three digits of your phone number for comments, at which time you will be unmuted by the meeting moderator.
- Please state your name and address for the minutes and keep public comments concise.

You will be called upon once all in-person comments have been received, at which time you will be unmuted by the meeting moderator.

Persons with disabilities needing assistance should call the Township office at (989) 772-4600. Persons requiring speech or hearing assistance can contact the Township through the Michigan Relay Center at 711. A minimum of one (1) business day of advance notice will be necessary for accommodation.

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	James	Thering	11/20/2024
2-Chair	Phil	Squatrito	2/15/2026
3-Vice Chair	Ryan	Buckley	2/15/2025
4-Secretary	Doug	LaBelle II	2/15/2025
5 - Vice Secretary	Tera	Albrecht	2/15/2024
6	Stan	Shingles	2/15/2027
7	Paul	Gross	2/15/2025
8	Nivia	McDonald	2/15/2026
9	Jessica	Lapp	2/15/2026
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Liz	Presnell	12/31/2025
2 -Vice Chair	Richard	Barz	12/31/2025
3- PC Rep	Ryan	Buckley	2/15/2025
4 -	Lori	Rogers	12/31/2026
5 -	Eric	Loose	12/31/2024
Alt. #1	David	Coyne	12/31/2024
Alt #2	Brian	Clark	12/31/2026
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2024
2	Sarvjit	Chowdhary	12/31/2024
3	Bryan	Neyer	12/31/2024
Alt #1	Randy	Golden	12/31/2024
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Joseph	Schafer	12/31/2025
2	Andy	Theisen	12/31/2025
3	William	Gallaher	12/31/2025
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2024
2	John	Dinse	12/31/2025
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2027
2	Lynn	Laskowsky	12/31/2025



Board Expiration Dates

EDA Board Members (9 Members) 4 year term			
#	F Name	L Name	Expiration Date
1-Chair	Thomas	Kequom	4/14/2027
2-VC/BOT Rep	Bryan	Mielke	11/20/2024
3	James	Zalud	4/14/2027
4	Richard	Barz	2/13/2025
5	Robert	Bacon	1/13/2027
6	Marty	Figg	6/22/2026
7	Sarvjit	Chowdhary	6/22/2027
8	Jeff	Sweet	2/13/2025
9	David	Coyne	3/26/2026
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2025
2	vacant seat		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Robert	Sommerville	12/31/2025
Mt. Pleasant Airport Joint Operations and Mgmt Board (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1 - Union Township	Rodney	Nanney	12/31/2026
Mid Michigan Aquatic Recreational Authority (2 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1-City of Mt. Pleasant	John	Zang	12/31/2023
2-City of Mt. Pleasant	Judith	Wagley	12/31/2025
1-Union Township	Stan	Shingles	12/31/2026
2-Union Township	Allison	Chiodini	12/31/2025
1-Mt. Pleasant Schools	Lisa	Diaz	12/31/2024
1-Member at Large	Mark	Stansberry	2/14/2025
2- Member at Large	Michael	Huenemann	2/14/2025

2024 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting Minutes

A regular meeting of the Charter Township of Union Board of Trustees was held on January 24, 2024, at 7:00 p.m. at the Union Township Hall.

Meeting was called to order at 7:00 p.m.

Roll Call

Present:

Supervisor Mielke, Clerk Cody, Trustee Bills, Trustee Brown, Trustee Smith and Trustee Thering

Excused:

Treasurer Rice

Approval of Agenda

Bills moved **Smith** supported to approve the agenda as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Presentation

- a. Commissioner Engler was there to answer questions regarding the proposed county millage.

Public Comment

Open: 7:12 p.m.

No comments were offered.

Closed: 7:13 p.m.

Reports/Board Comments

A. Current List of Boards and Commissions – Appointments as needed.

1. **Appointment to the Planning Commission for a 3-year term**

Mielke moved **Brown** supported to reappoint Stan Shingles for a 3-year term to the Planning Commission with a term ending 2/15/2027. **Vote: Ayes: 6. Nays: 0. Motion carried.**

B. January Monthly Activity Report

C. Planning Commission, EDA, and ZBA updates by Community and Economic Development Director

D. Board Member Reports

Cody – gave updates on the January 24th Election Committee meeting, the Public Accuracy Testing and the Annual Joint Road Commission Meeting.

Bills – gave an update on the January 17th Council of Governance meeting.

Smith – gave updates on the January 2nd and 16th Isabella County Board of Commissioners meeting and the January 24th Intergovernmental Liaison meeting.

Consent Agenda

- A. Communications
- B. Minutes – January 10, 2024 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports

Bills moved **Smith** supported to approve the consent agenda as presented. **Vote: Ayes: 6. Nays: 0. Motion carried.**

New Business

- A. **Discussion/Action: (Stuhldreher) IT Managed Service Agreement with CMS**

Smith moved **Cody** supported to renew the Managed IT Services Statement of Work with CMS Inter.net LLC for a monthly cost of \$5,292.70 and authorize the Township Manager to execute said Agreements. **Vote: Ayes: 6. Nays: 0. Motion carried.**

B. Discussion/Action: (Nanney) Michael Engineering Addition, 5625 Venture Way, IFTE Application

Bills moved **Brown** supported to adopt a resolution of approval for a new Industrial Facilities Tax Exemption certificate and associated Agreement of Understanding for an 11,760 square-foot addition to the existing Michael Engineering, Ltd. Facility at 5625 Venture Way (PID 14-152-00-006-01) in an existing Industrial Development District that is part of the Enterprise Industrial Park, for a term of eight (8) years beginning in the 2025 tax year. **Roll Call Vote: Ayes: Mielke, Cody, Bills, Brown, Smith, and Thering. Nays: 0. Motion carried.**

C. Discussion/Action: (Nanney) 2024 Gourdie Fraser Engineering Services – S Lincoln – E Pickard Sidewalk Project

Bills moved **Smith** supported to approve the agreement with Gourdie-Fraser, Inc. in the amount not to exceed \$27,500.00 to provide civil engineering and construction administration services for completion of approximately 1,300 linear feet of new sidewalk construction along the north side of Pickard Rd. from the S. Lincoln Rd. intersection east to the existing sidewalk near Ashland Dr.; and to authorize the Township Manager to sign the agreement. **Vote: Ayes: 6. Nays: 0. Motion carried.**

D. Discussion/Action: (Stuhldreher) At Will Employment Agreement

Brown moved **Cody** supported to approve the form, substance and use by the Township Manager's Office, of the Standard Department Director At-will Employment Agreement with an amendment to the Termination Without Cause section to require three years of employment after which time the employee will receive 3 months of severance payments and the continuation of the described benefits for a 3-month period. **Roll Call Vote: Ayes: Mielke, Cody, Brown, and Thering. Nays: Bills and Smith. Motion carried.**

E. Discussion/Action: (Board of Trustees) Discussion/Preparation for Annual Joint

Discussion by the Board

F. Discussion/Action: (Stuhldreher) Policy Governance 2.1 Treatment of Consumers

Discussion by the Board

G. Discussion/Action: (Teall) Policy Governance 2.5 Financial Conditions

Discussion by the Board

H. Discussion/Action: (Stuhldreher) Policy Governance 3.1 Governing Style

Discussion by the Board

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open: 9:25 p.m.

No comments were offered.

Closed: 9:25 p.m.

MANAGER COMMENTS

Commented on the proposed upgrades to Meridian Rd.

FINAL BOARD MEMBER COMMENTS

Brown – Welcomed the community to watch the meetings and see how the board works together.

Bills – Countdown to Spring

Cody – Thanked the front office staff for the help with election preparation.
Mielke – Commented on becoming a new grandparent.

ADJOURNMENT

Smith moved **Brown** supported to adjourn the meeting at 9:30 p.m. **Vote: Ayes: 6 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Bryan Mielke, Supervisor

(Recorded by Tera Green)

DRAFT

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
02/07/2024	101	665 (E)	00146	CONSUMERS ENERGY	5228 S ISABELLA RD	6,958.03
					4511 E RIVER RD	12,753.27
					4520 E RIVER RD	385.50
					800 CRAIG HILL RD	57.41
					5076 S MISSION RD	1,268.06
					900 MULBERRY LN	58.98
					5240 E BROOMFIELD DR	1,327.40
					2270 NORTHWAY DR	34.72
					5525 E REMUS RD	67.64
					5537 E BROADWAY RD	352.45
					1933 S ISABELLA RD	845.23
					5144 BUDD ST	29.24
					5142 BUDD ST	286.27
					1660 BELMONT DR	202.46
					2188 E PICKARD RD	93.33
					1776 E PICKARD RD	54.07
					1876 E PICKARD RD	205.63
					2180 S LINCOLN RD	30.40
					2010 S LINCOLN RD	1,178.96
					2495 E DEERFIELD RD	349.63
					1633 S LINCOLN RD	271.74
					2279 MERIDIAN RD	1,226.67
					5319 E AIRPORT RD	96.08
					4795 S MISSION ST	2,698.46
					4797 S MISSION ST BARN	681.65
					1046 S MISSION ST	127.55
					4822 ENCORE BLVD	113.53
					3998 E DEERFIELD RD	169.66
					5369 S CRAWFORD RD	86.98
					3248 S CONCOURSE DR	294.84
					4244 E BLUE GRASS RD	201.61
					1605 SCULLY RD	77.31
					2424 W MAY ST	641.79
					2010 S LINCOLN RD L4 LIGHT	66.34
					STREET LIGHT(S)	1,684.24
					48858 LED LIGHT RD	354.55
						<u>35,331.68</u>
02/07/2024	101	666 (E)	00146	VOID		
				VOID Reason: Created From Check Run Process		V
02/07/2024	101	667 (E)	00146	VOID		
				VOID Reason: Created From Check Run Process		V
02/07/2024	101	668 (E)	00527	PITNEY BOWES GLOBAL FINANCIAL LLC	RED INK CARTRIDGE FOR METER	132.79
02/07/2024	101	669 (E)	01186	COYNE PROPANE LLC	PROPANE DELIVERY - 5228 S ISABELLA RD	1,018.16
					PREMIUM DIESEL - WTR DEPT.	505.72
					PREMIUM DIESEL - WTR DEPT	185.90
					PREMIUM DIESEL-LIFT STATION	314.18
						<u>2,023.96</u>
02/14/2024	101	670 (E)	01105	MASTERCARD	MASTERCARD CRAWFORD	131.52
					MASTERCARD BEBOW	387.89
					MASTERCARD WALDRON	485.88
					MASTERCARD DEARING	516.27

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/14/2024	101	25194	00129	CMS INTERNET, LLC	5 PORT GIGABIT NETWORK SWITCH-WWTP 3-YEAR VERKADA SECURITY CAMERA LICENSE	69.98 3,353.00 <u>3,422.98</u>
02/14/2024	101	25195	01626	DANNY COFFELL	CLOTHING ALLOWANCE REIMBURSEMENT	100.00
02/14/2024	101	25196	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES-JAN 2024	2,261.62
02/14/2024	101	25197	01171	DBI BUSINESS INTERIORS	CUSTOM STAMP COPY PAPER FANFOLD NOTE PAD STENO NOTEBOOK CUSTOM STAMP-TWP HALL	81.89 128.97 18.26 27.39 88.36 <u>344.87</u>
02/14/2024	101	25198	00201	ELHORN ENGINEERING COMPANY	BULK CHLORINE/LIQUIDE AQUADENE BULK CHLORINE/LIQUID AQUADENE	4,969.00 5,233.00 <u>10,202.00</u>
02/14/2024	101	25199	00209	ETNA SUPPLY COMPANY	SENSUS ANNUAL SUPPORT 2024 MTR 2" OMNI + C2	3,000.00 3,570.00 <u>6,570.00</u>
02/14/2024	101	25200	01353	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE	13,031.00
02/14/2024	101	25201	00231	FOUR SEASON'S EXTERMINATING	TWP HALL INSP/TREATMENT - JAN 2024 TWP HALL INSP/TREATMENT - FEB 2024	40.00 40.00 <u>80.00</u>
02/14/2024	101	25202	00248	GILBOE'S LOCK & SAFE SERVICE	TERTIARY FILLER BUILDING DOOR-WWTP	330.00
02/14/2024	101	25203	01776	DIANE GOLDING	ELECTION PREP WORK	175.00
02/14/2024	101	25204	01583	GOUDREAU & ASSOCIATES INC.	TWP HALL FEASIBILITY STUDY-PRG PMT #5	2,240.00
02/14/2024	101	25205	00257	GOURDIE-FRASER, INC.	SANITARY SEWER PUMP STN #1 REPLACEMENT SANITARY SEWER PUMP STN #5 UPGRADES EGLE DWRP PROJECT PLAN, CAPITAL IMPROVEM BD Bond Refund	2,040.00 6,150.00 18,025.00 650.00 <u>26,865.00</u>
02/14/2024	101	25206	00261	GRAINGER	LIFT STATION MAINTENANCE LIFT STATION MAINTENANCE PUMP STATION #3 REPAIR	850.26 163.50 42.43 <u>1,056.19</u>
02/14/2024	101	25207	01369	GRANGER	LATE FEE-ANNUAL CLEAN UP DAY LATE FEE-ANNUAL CLEAN UP DAY	46.48 10.00 <u>56.48</u>
02/14/2024	101	25208	01746	TERA GREEN	MILEAGE FOR DAILY BANKING	42.34
02/14/2024	101	25209	00266	HACH COMPANY	SAMPLE CELL	774.00
02/14/2024	101	25210	00307	IDEXX DISTRIBUTION, INC	QUANIT-CULT FOR WATER LAB TESTING VESSELS FOR WATER LAB TESTING	1,074.42 253.19 <u>1,327.61</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/14/2024	101	25211	00362	KRAPOHL FORD & LINCOLN	2014 FORD ESCAPE-OIL CHANGE	73.30
02/14/2024	101	25212	01199	MID MICHIGAN ANSWERING SERVICE	ANSWERING SERVICE-Q1 2024	458.73
02/14/2024	101	25213	00437	MIDDLE MICHIGAN DEVELOPMENT CORP	2024 ANNUAL CLIENT FEE	10,000.00
02/14/2024	101	25214	01266	MOREYS LOGO.COM	OFFICE HOUR VINYL LETTERING-TWP HALL	35.00
02/14/2024	101	25215	00494	NORTH CENTRAL LABORATORIES	AMMONIA/PHOSPHORUS/COLIBLUE BROTH AMPULE	1,682.47
02/14/2024	101	25216	00539	PRINTING SYSTEMS, INC	2024 AV BALLOT RETURN ENVELOPES	707.86
02/14/2024	101	25217	01595	ROMANOW BUILDING SERVICES	JANITORIAL SERVICES @ TWP HALL-JAN 2024	527.14
					JANITORIAL SERVICES @ WWTP-JAN 2024	316.29
					JANITORIAL SERVICES @ WTR PLANT-JAN 2024	316.29
						<u>1,159.72</u>
02/14/2024	101	25218	01771	SMART SOURCE LLC	W-2/1099 FORMS	440.35
02/14/2024	101	25219	01773	STAR OF THE WEST MILLING CO.	PARKING LOT SALT	706.58
02/14/2024	101	25220	01462	TERA GREEN (PETTY CASH)	REFLENISH PETTY CASH	54.76
02/14/2024	101	25221	01654	TRACE ANALYTICAL LABORATORIES, INC	SAMPLE HANDLING, STROAGE & DISPOSAL	291.00
02/14/2024	101	25222	01654	TRACE ANALYTICAL LABORATORIES, INC	SAMPLE HANDLING, STORAGE & DISPOSAL	29.00
02/14/2024	101	25223	00670	UNION TOWNSHIP CURRENT TAX	REFUND TAX ON 2022 TAXES FOR 14-998-00-5	12.67
02/14/2024	101	25224	01013	USA BLUE BOOK	THICKSTER GLOVES	217.51
02/14/2024	101	25225	01314	VERIZON WIRELESS	CELL PHONES 12-16-23 TO 1-15-24	644.01
02/14/2024	101	25226	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER SERVICE JAMESON HALL-JAN 2024	122.17
					DUMPSTER SERVICE MCDONALD PARK-FEB 2024	150.61
					DUMPSTER SERVICE SHOP-FEB 2024	49.71
					DUMPSTER SERVICE WTR PLANT-FEB 2024	50.21
					DUMPSTER SERVICE WWTP-FEB 2024	264.47
						<u>637.17</u>

101 TOTALS:

Total of 50 Checks:

152,183.01

Less 3 Void Checks:

0.00

Total of 47 Disbursements:

152,183.01

Charter Township of Union Payroll
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CHECK DATE: February 1, 2024
Pay Period End Date: January 27, 2024

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	39,656.28
Fire Fund		-
EDDA		
WDDA		
Sewer Fund		36,510.15
Water Fund		29,180.24
Total To Transfer from Pooled Savings	\$	105,346.67

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	70,580.54
Employer Share Medicare		974.10
Employer Share SS		4,165.17
SUI		241.10
Pension-Employer Portion		6,178.05
Workers' Comp		365.60
Life/LTD		640.90
Dental		1,220.75
Health Care		23,385.60
Vision		353.00
Vision Contribution		(176.54)
Health Care Contribution		(2,581.60)
Flex Administrators		-
Cobra/Flex Administration		-
PCORI Fee		-
Total Transfer to Payroll Checking	\$	105,346.67

TOTAL TRANSFER FROM POOLED SAVINGS TO PAYROLL ACCOUNT

**CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM**

(See Governance Policy 3.10 for additional details)

BOARD MEMBER: Brian Smith

MONTH, YEAR: January, 2024

Date MM/DD	Meeting	Time Attended		Total
		1hr or less	More than Hr	
1/2	County BOC	✓		\$ 50
1/16	County BOC		✓	\$ 75
1/24	Intergovernmental Liaison	✓		\$ 50
1/24	Election Commission	✓		\$ 50
1/24	Road Commission Annual Meeting	✓		\$ 50
				275 ⁰⁰

Signature:  Date: 2-2-24

1. This form is to be filled out by the board member at the conclusion of each calendar month. Request forms should be sent to the Finance Department. Following approval by the Board of Trustees, the meetings will be paid in the next payroll run.
2. Only list those meetings that you have attended. For extra meetings that a member of the Board of Trustees attends and are eligible for "meeting pay", \$50 will be paid for meetings that are 1 hour or less and \$75 for meetings over 1 hour. The meeting pay request form must be filled out with the date of the meeting, the name of the meeting attended, the length of the meeting and the pay requested for each meeting.
3. The Township Supervisor, Clerk, and Treasurer shall not receive any meeting pay for attending meetings during regular township business hours of Monday through Friday 8:30 am to 4:30 pm.

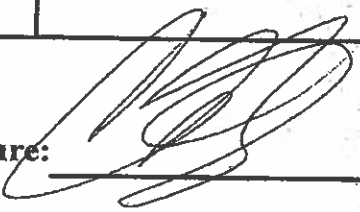
**CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM**

(See Governance Policy 3.10 for additional details)

BOARD MEMBER: CONNIE LEE BILLS, DPM

MONTH, YEAR: JANUARY, 2024

Date MM/DD	Meeting	Time Attended		Total
		1hr or less	More than Hr	
1/17	COG		✓	\$ 75

Signature:  **Date:** 1/23/24

1. This form is to be filled out by the board member at the conclusion of each calendar month. Request forms should be sent to the Finance Department. Following approval by the Board of Trustees, the meetings will be paid in the next payroll run.
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3. The Township Supervisor, Clerk, and Treasurer shall not receive any meeting pay for attending meetings during regular township business hours of Monday through Friday 8:30 am to 4:30 pm.



Union Township Report

Date: Tuesday, January 23, 2024



Alarm Date between 2024-01-14 and 2024-01-20

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000039						
		1/15/2024 12:59:53 PM	611	Dispatched & canceled en route	ENG 33	2	1
						Total Responding 2	
Union Township	0000040						
		1/15/2024 3:02:56 PM	444	Power line down	ENG 33	2	1
						Total Responding 2	
Union Township	0000042						
		1/15/2024 7:04:00 PM	311	Medical assist, assist EMS crew	ENG 33	2	1
						Total Responding 2	

Union Township	0000045						
		1/16/2024 3:10:02 PM	554	Assist invalid	ENG 33	2	1
						Total Responding 2	
Union Township	0000046						
		1/16/2024 5:16:13 PM	743	Smoke detector activation, no fire - unintentional	ENG 33	2	1
						Total Responding 2	
Union Township	0000050						
		1/18/2024 9:41:00 AM	321	EMS call, excluding vehicle accident with injury	ENG 33	2	1
						Total Responding 2	
Union Township	0000051						
		1/19/2024 1:15:02 AM	322	Motor vehicle accident with injuries	ENG 33	2	1

							Total Responding 2
Union Township	0000053						
		1/19/2024 11:00:12 AM	445	Arcing, shorted electrical equipment	ENG 33		2 1
							Total Responding 2
	Total Runs						Total Responding 16
	8						

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



Union Township Report

Date: Tuesday, January 30, 2024



Alarm Date between 2024-01-21 and 2024-01-27

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000059						
		1/21/2024 3:15:56 AM	743	Smoke detector activation, no fire - unintentional	ENG 33	3	1
						Total Responding 3	
Union Township	0000060						
		1/21/2024 10:27:59 AM	622	No incident found on arrival at dispatch address	ENG 33	2	1
						Total Responding 2	
Union Township	0000061						
		1/21/2024 11:55:52 AM	711	Municipal alarm system, malicious false alarm	ENG 33	2	1
						Total Responding 2	

Union Township	0000064						
		1/26/2024 3:52:06 PM	440	Electrical wiring/equipment problem, other	ENG 32	2	1
						Total Responding 2	
	Total Runs						Total Responding 9
	4						

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



Union Township Report

Date: Tuesday, February 6, 2024



Alarm Date between 2024-01-28 and 2024-02-03

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000071						
		1/29/2024 12:22:53 PM	321	EMS call, excluding vehicle accident with injury	ENG 32	2	1
						Total Responding 2	
Union Township	0000073						
		1/30/2024 12:28:00 PM	311	Medical assist, assist EMS crew	ENG 32	4	1
						Total Responding 4	
Union Township	0000074						
		1/30/2024 6:41:01 PM	745	Alarm system activation, no fire - unintentional	ENG 32	3	1
						Total Responding 3	

Union Township	0000078						
		2/2/2024 1:56:46 AM	324	Motor vehicle accident with no injuries.	ENG 32	2	1
						Total Responding 2	
	Total Runs 4					Total Responding 11	

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** January 30, 2024
FROM: Kim Smith – Public Services Director **DATE FOR BOARD CONSIDERATION:** February 14, 2024
ACTION REQUESTED: The Township Board of Trustees is requested to renew the contract for the Charter Township of Union Cross Connection Control Program and Lead and Copper Inventory Program with HydroCorp., of Troy Michigan, for a (2) two-year program in the amount of \$87,372.00 and direct the Township Manager to execute the contracts.

Current Action Emergency

Funds Budgeted: If Yes Account # 591-536-801.000 No N/A

Finance Approval _____

BACKGROUND INFORMATION

The State of Michigan Cross Connection Rules were adopted initially as part of Public Act 1913, Act 98 of 1972 and then later adopted into the Michigan Safe Drinking Water Act, Public Act 1976, Act 399, in 1976. Under this legislation Public Water Supplies are required to establish an effective Cross Connection Control Program in order to safeguard the public from the possibility of contamination of the water distribution system through cross piping containing contaminants or potential contaminants. The Cross Connection Rules apply to all commercial and residential customers.

In 2020 the Public Services Department evaluated the most effective method of managing the Commercial Cross Connection Program and expand the program to our residential customers. It was determined that additional staff and supporting resources would be needed. The evaluation ascertained for a system of our size that seeking the services of a professional firm who specialize in Cross Connection Programs would be more beneficial from an operational and financial perspective.

In addition to the Cross Connection Program the Public Services Department is required to comply with the Lead and Copper Rule changes that were adopted by the State of Michigan in 2018. The changes to the Lead and Copper Rules were extensive and necessitate the need for additional inspections. The inspections are required to comply with the requirement to identify the material of all service lines, additional reporting, additional testing, and the replacement of identified lead service lines.

In 2020 the Charter Township of Union invited consultants to submit their qualifications and proposals for the necessary technical support to facilitate the yearly Cross Connection Program, provide an inventory of lead service lines for all residential customers, and provide information on sump pump connections to the sanitary sewer lines in Union Township.

The Township received one response to the Request for Proposals for this program. The response was received from Hydro Corp., which is a Michigan based company who provides these types of service for many municipalities across Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, and Minnesota. In 2020 the Township Board of Trustees approved a three-year contract with Hydro Corp to facilitate the Township’s Cross Connection Program as well as complete the internal lead and copper inspections. The three-year contracts expired on October 1, 2023. The proposed new contract

will be for an additional two years. Hydro Corp met the requirements of the initial contract and the Township's Public Services Department has been pleased with the Hydro Corp's service and inspectors HydroCorp has provided.

SCOPE OF SERVICES

The scope of services is as follows:

1. Provide complete cross-connection control inspections, program and data management including:
 - a. Annually, complete a minimum of 121 commercial initial Cross Connection Control Inspections, Compliance Inspections, and Re-Inspections of facilities within the Township using the containment and isolation review approach as supported by State of Michigan, Department of Environment, Great Lakes and Energy (EGLE) Water Bureau. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection.
 - Commercial location inspections include an inventory of all service line material type and size inside the facility. The Inventory of service line material type and size meets the requirement for the completion of a final Lead and Copper Distribution System Materials Inventory by October 16, 2025.
 - b. Annually, complete a minimum of 308 residential initial Cross Connection Control Inspections, Compliance Inspections, and Re-Inspections of facilities within the Township using the containment and isolation review approach as supported by State of Michigan, Department of Environment, Great Lakes and Energy (EGLE) Water Bureau. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection.
 - Residential location inspections include an inventory of all service line material type and size inside the home. The Inventory of service line material type and size meets the requirement for the completion of a final Lead and Copper Distribution System Materials Inventory by October 16, 2025.
 - c. Residential location inspections include an inspection of all sump pump discharge locations (as applicable) within the homes to ensure they are not directly connected to the sanitary sewer system.
 - d. Commercial location inspections include an inspection of all sump pump discharge locations (as applicable) within the facility to ensure they are not directly connected to the sanitary sewer system.
 - e. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
 - f. Perform administrative functions including answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.

- g. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
 - h. Submit comprehensive management reports on a quarterly basis.
 - i. Conduct an annual review meeting to discuss the overall program status and recommendations.
 - j. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
 - k. Assist the Township with a community-wide public relations program including general awareness brochures and customized website cross-connection control program overview content and resources.
 - l. Provide ongoing support via phone, fax, internet, text, or email.
2. PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:
- Review state & local regulations
 - Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
 - Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
 - Special Program Notices
 - Electronic use of notices/program information
 - Obtain updated facility listing, address information and existing program data from Utility.
 - Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
 - Review/establish procedure for vacant facilities
 - Establish facility inspection schedule.
 - Review/establish procedures and protocol for addressing specific hazards.
 - Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
 - Review/establish program reporting procedures including electronic reporting tools.
 - Review/establish educational and public awareness brochures.
3. INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual residential, industrial, commercial, institutional, multi-family facilities, and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Great Lakes, and Energy Cross Connection Control Rules.
- Initial Inspection – the first time a Hydro Corp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
 - Compliance Inspection – subsequent visit by a HydroCorp representative to a facility that was noncompliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.

- Re-Inspection – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one- or five-year re-inspection cycle, as agreed to by the parties).
4. INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.
 5. PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:
 - Prioritize and schedule inspections.
 - Notify users of inspections, backflow device installation and testing requirements if applicable.
 - Monitor inspection compliance using the HydroCorp online software management program.
 - Maintain program to comply with all EGLE regulations.
 6. MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:
 - Name, location and date of inspections
 - Number of facilities inspected/surveyed
 - Number of facilities compliant/non-compliant
 7. REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:
 - Code adoption references, standard operational procedures, program notice documentation, reporting
 - procedures and preference standards.
 - Penalties for noncompliance.
 8. VACUUM BREAKERS. HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per residential facility as required, and up to six (6) ASSE-approved hose bibb vacuum breakers or anti frost hose bibb vacuum breakers per commercial, industrial, Institutional, miscellaneous water users, and multi-family facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
 9. PUBLIC RELATIONS PROGRAM. HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
 10. SUPPORT. HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
 11. FACILITY TYPES. The facility types included in the program are as follows:
 - Internal Residential
 - Industrial
 - Institutional
 - Commercial

- Miscellaneous water users
- Multi-Family

A. Complex Facilities. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner’s expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

12. INSPECTION TERMS. HydroCorp will perform a minimum of 858 inspections over a two – (2) year contract. The total inspections include all initial inspections, compliance, and re-inspections. Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.
13. COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE). HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all residential and commercial facilities.
14. POLICY MANUAL. HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
15. INVENTORY. HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include the location, size, make, model, and serial number if applicable.
16. DATA MANAGEMENT. HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
17. ANNUAL YEAR-END REVIEW. HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
18. CROSS-CONNECTION CONTROL BROCHURES. HydroCorp will provide approximately 616 cross-connection control educational brochures for the duration of the Agreement.
19. INSURANCE. HydroCorp will provide all required copies of general liability, workers’ compensation, and errors and omissions insurance naming the Utility as an additional insured if required.

JUSTIFICATION

It is recommended that the Township Board of Trustees authorize the renewal of the contracts for the Cross Connection Control Program and Lead/Copper Inventory Program for (2) two years with HydroCorp in the amount of \$87,372.00. This recommendation is based on their performance during the initial (3) three-year program, favorable feedback from customers regarding inspections, inspectors, and the qualifications of the firm to meet the requirements set forth in the initial RFP.

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

- Community well-being and common good
- Safety

COSTS

Frequency	Residential	Commercial	Total
Monthly	\$2,286.00	\$1,354.50	\$3,640.00
Annual	\$27,432.00	\$16,254.00	\$43,686.00
Two- year Contract Total	\$54,864.00	\$32,508.00	\$87,372.00

Funding for the first year of this program is included in the FY2024 water fund budget account number 591-536-801.000. One subsequent year of funding would be included in the FY2025 fiscal budget.

PROJECT TIME TABLE

Project will commence upon approval of contract – (2) two- year program

RESOLUTION

It is resolved that the Township Board of Trustees renew the contract for the Charter Township of Union Cross Connection Control Program and Lead and Copper Inventory Program with Hydro Corp., of Troy Michigan, for a (2) two-year program in the total amount of \$87,372.00 and direct the Township Manager to execute the contracts.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

CROSS CONNECTION CONTROL, LEAD AND COPPER, AND CLEAR WATER INSPECTION PROPOSAL

DEVELOPED FOR

Kim Smith

Union Township

5228 S. Isabella Rd.

Mt. Pleasant, MI 48858

January 29, 2024

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL



SCOPE OF WORK3

PROFESSIONAL SERVICE AGREEMENT..... 4-10

QUALIFICATIONS 11



SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to Union Township. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Township with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the Township and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **308** initial inspections, compliance inspections, and re-inspections at individual residential and multi-family residential homes served by the public water supply for cross-connections. Inspections will be conducted on the property's exterior and interior.
2. Residential location inspections include an inventory of all service lines inside the home. Inventory shall include material type and size. This inventory will assist with compliance pertaining to the State of Michigan LCI program.
3. Residential location inspections include an inspection of all sump pump discharge locations (as applicable) within the homes to ensure they are not directly connected to the sanitary sewer system.
4. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
5. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
6. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
7. Submit comprehensive management reports on a quarterly basis.
8. Conduct an annual review meeting to discuss the overall program status and recommendations.
9. Provide up to four - (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
10. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
11. Assist the Township with a community-wide public relations program including general awareness brochures and customized website cross-connection control program overview content and resources.
12. Provide ongoing support via phone, fax, internet, text, or email.

The above services will be provided for:

Monthly Amount: \$ 2,286.00

Annual Amount: \$ 27,432.00

Contract Total: \$ 54,864.00

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 2,286.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE by and between Union Township, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.

- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one- or five-year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.

- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Internal Residential
- Complex Facilities.** Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **616** inspections over a two – (2) year contract. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all residential facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 616 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation, and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on February 1, 2024 and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, the Utility will have the option to automatically renew for a one (1) year term. Any increases in pricing for the one-year renewal will be equal to the annual Consumer Price Index as measured in the local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$2,286.00 per month, \$27,432.00 annually, for a two-year contract total of \$54,864.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.

- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e., data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverages and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such

court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by a nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337

If to Utility:

Union Township
c/o Kim Smith
5228 S. Isabella Rd.
Mt. Pleasant, MI 48858

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Union Township

By: Mark Stuhldreher
Title: Township Manager

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

CROSS CONNECTION CONTROL, LEAD AND COPPER, AND CLEAR WATER INSPECTION PROPOSAL

DEVELOPED FOR

Kim Smith

Public Services Director

5228 S Isabella Rd.

Mt. Pleasant, MI 48858

January 29, 2024

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL



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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to Union Township This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Township with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the Township and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **121** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, and miscellaneous water users within the Township served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Non-residential locations inspections include an inventory of all service lines inside the home. Inventory shall include material type and size. This inventory will assist with compliance pertaining to the State of Michigan LCI program.
3. Commercial location inspections include an inspection of all sump pump discharge locations (as applicable) within the facility to ensure they are not directly connected to the sanitary sewer system.
4. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
5. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
6. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
7. Submit comprehensive management reports on a quarterly basis.
8. Conduct an annual review meeting to discuss the overall program status and recommendations.
9. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
10. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
11. Assist the Township with a community-wide public relations program including general awareness brochures and customized website cross-connection control program overview content and resources.
12. Provide ongoing support via phone, fax, internet, text, or email.

The above services will be provided for:

Monthly Amount: \$ 1,354.50

Annual Amount: \$ 16,254.00

Contract Total: \$ 32,508.00

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 1,354.50.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between Union Township, organized and existing under the laws of the State of Michigan, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START-UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information, and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high-hazard facilities, special circumstances.)
- Review/establish procedures for vacant facilities.

- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, and institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (the facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five-year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.

- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **242** inspections over a period of two years. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 554 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY’S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative (“Authorized Representative”) to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **February 1, 2024**, and end two- (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation (“Base Compensation”) for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$1,354.50 per month, \$16,254.00 annually, for a two-year contract total of \$32,508.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.

- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may

be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments, and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by a nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

Union Township
c/o Kim Smith
5228 S. Isabella Rd
Mt. Pleasant, MI 48858
(989) 772-4600

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Union Township

By: Mark Stuhldreher
Title: Township Manager

HydroCorp



By: Paul M. Patterson

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, and water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia and Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher – Township Manager	DATE: January 31, 2024
FROM: Kim Smith – Public Service Director	DATE FOR BOARD CONSIDERATION: February 14, 2024
ACTION REQUESTED: Approval of the purchase of one Sensus handheld radio meter reader and communication stand from ETNA Supply in the amount of \$13,200.00.	

Current Action _____ Emergency _____

Funds Budgeted: If Yes Account # 591-536-977.000 No _____ N/A _____

Finance Approval _____

BACKGROUND INFORMATION

The Charter Township of Union currently owns a Sensus handheld radio meter reader and communication stand. The handheld meter reader is not functioning properly, is no longer supported by Sensus, and have met its life expectancy. The reader and stand are critical pieces of equipment used to accurately read the meters in the water system on a quarterly basis and complete final meter reads requested by customers. The township uses Sensus hardware and Sensus AutoRead software to read the meters and to transfer the reading information to the BSA Utility Billing Software. The majority of the meters located in the township’s water system are Sensus meters. This Sensus equipment has the ability to read the Sensus meters as well as the SLC meters in the system.

SCOPE OF SERVICES

One time purchase of a Sensus FL7502 handheld radio meter reader and FL6001 communication stand.

JUSTIFICATION

The handheld meter reader and charging stand are being purchased to replace existing equipment that is no longer functioning properly and has met their life expectancy. The reliability of this equipment is essential to provide accurate quarterly meter readings and billing to our water customers. ETNA Supply is the single source supplier of Sensus meters and Sensus AutoRead meter reading equipment.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed with this request (from Policy 1.0: Global Ends)

1. Community well-being and common good

COSTS

\$13,200.00

The FY2024 water budget includes funds to replace the existing Sensus handheld meter reading equipment and charging stand.

PROJECT TIME TABLE

Equipment is in stock – delivery expected within two weeks upon approval of purchase

RESOLUTION

Authorization is hereby given to purchase one Sensus handheld radio meter reader and communication stand from ETNA Supply in the amount of \$13,200.00.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:



ETNA SUPPLY - GRAND RAPIDS
 4901 CLAY AVENUE SW
 GRAND RAPIDS, MI 49548-3038
 616 241 5414
 Fax 616 241 4786



Quotation

QUOTE DATE	QUOTE NUMBER
01/08/2024	S105470941
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

UNION CHARTER TOWNSHIP
 2010 S LINCOLN RD
 MT PLEASANT, MI 48858-9036

UNION CHARTER TOWNSHIP
 5228 S ISABELLA ST
 MT PLEASANT, MI 48858-9036

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
22437	QUOTE		Tony Wawiernia	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Al Weber			01/11/2024	
ITEM #	ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	1ea	SENSUS FL7502 RADIO HANDHELD	12200.00	12200.00
	1ea	SENSUS FL6001 COMMUNICATION STAND	1000.00	1000.00

This Quotation is expressly conditioned and controlled by Seller's standard terms and conditions of sale found at www.etnasupply.com/tcsale. All other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. **TAXES ARE NOT INCLUDED ON THIS QUOTE!**

Prices are firm for 3 days. Price subject to change after 3 days.

Subtotal	13200.00
S&H Charges	0.00
Amount Due	13200.00



FieldLogic® Handheld Device

Model FL750x

The Sensus FieldLogic® FL750x Handheld Device (HHD) is primarily designed to collect and store utility meter readings with built-in capability for expanded uses. The HHD interfaces to a personal computer through Bluetooth®, Wi-Fi® or an ethernet-enabled charging stand used for uploading pre-programmed meter reading route information. The computer must be equipped with Sensus FieldLogic System software.

The FL750x provides flexibility for utilities needing a reliable electronic hand-held meter reading and programming device. They are designed for collecting meter readings as well as programming RadioRead MXUs, FlexNet™ SmartPoint™ modules, and Sensus registers. In addition to accepting meter readings via its keypad, the HHD also accepts readings from TouchRead® System and RadioRead® System equipped meters where those systems are used. All meter reader activity is stored for later analysis, including multiple data entries, bad readings, and management system analysis.

FEATURES

- Powered by Android™
- Equipped with Bluetooth and Wi-Fi
- Alphanumeric keyboard
- AC wall charger
- USB micro client sync cable
- Hand strap
- Capacitive blunt tip stylus and tether

OPTIONAL FEATURES

- Integrated GPS/GNSS for accurate position data.
- 5MP camera for taking photos and videos.
- 4G data modem adding Wide Area Network data modem capability.
- Barcode scanner for reading 1D and 2D barcodes. Easily import barcode data into apps running on the FL750x.

Model Features

The Model FL7501 accepts meter reading data entered wirelessly with the CommandLink or FMT, electronically through the TouchRead® System AutoGun, or manually on a built-in keypad. AutoGun options include cable-connected and Bluetooth (no cable required) styles.

The Model FL7502 includes all features of the Model FL7501, plus it can read Sensus RadioRead® Meter Transceiver Units [MXUs].

Ergonomic Design & Construction

The HHD's ergonomic-minded design offers a well-balanced, easy-to-handle unit. It includes a Transflective (TFT) LCD screen for ease of viewing during operation. Transflective displays appear brighter in direct sunlight, and use less power than other display technologies. Brightness can be adjusted to accommodate personal preference. The HHD can be manually carried during operation, or function in the optional HHD carrier harness.

The HHD is housed in a weather-resistant, high impact, UV-stabilized plastic. Surface-mounted circuitry in the specially designed, watertight case allows the HHD to be used in rugged field conditions over a wide range of temperatures.

Replaceable Battery

The rechargeable, self-contained Lithium Ion battery pack is field-replaceable to minimize downtime. The HHD is also equipped with a lithium battery backup to maintain date and time.

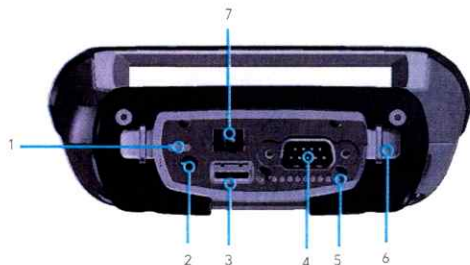
Audible Verification/Warning

The audible tone confirms completed readings, or alerts the user to faulty or out-of-limit readings. Tones can also be programmed with notes to alert the meter reader to hazardous situations or to respond to field survey questions.

FieldLogic® Handheld Device

Model FL750x

Connector I/O Module



- 1 USB Client, Micro B
- 2 Audio Jack, for Microphone, Speaker, or Stereo Output, 3.5mm
- 3 USB Host, Full Size A
- 4 9-pin Serial Port, 5VDC @ 500 mA
- 5 Docking Pin Contacts
- 6 Hand strap Attachment Point
- 7 Power Input Jack, 12-24VDC, for Power and Battery Charging

SPECIFICATIONS

Operating System	Android™ 7.1 AOSP by Google. Multiple languages available.
Dimensions	5.4" (W) x 10.2" (H) long x 1.6" (D)/138mm (W) x 255mm (H) long x 40mm (D)
Weight with battery	FL7501 - 2.01 lb. (910 g) FL7502 - 2.09 lb. (946 g)
Configurations	FL7501 or FL7502
Temperature	Operating Temperature: -22° to 140° F (-30° to 60° C). <i>Note: Bluetooth® wireless technology is rated to -4° to 122° F (-20° to 50° C).</i> Storage Temperature: -22° to 158° F (-30° to 70° C) Battery Charging Temperature: 32° to 104° F (0° to 40° C) Maximum Temperature for Switching the Power Supply: 104° F (40° C)
Battery	Field replaceable and rechargeable Li-Ion battery pack, 3.6VDC 12000mAh, 43.2Whr
Physical Characteristics	Case material molded of high impact, UV-stabilized plastic. Grey color standard. Reading device/programmer connection built in. Carrying harness included.
Shock Resistance	Withstands multiple 4 foot drops to concrete.
Reading Compatibility	Able to read Sensus FlexNet SmartPoint modules, Sensus RadioRead MXUs, Sensus TouchRead, approved third party TR/PL connectors, and provides the ability to perform manual read entries.
LCD Activity Indicators	Red: power applied/charging status Green: notification, application programmable Blue: application programmable
Environmental	IP68 rating, waterproof and dustproof (1.4m for 2 hours).
Certifications and Standards	FCC Class B CE Marking (applicable EMC, R&TTE, and LVD directives) Industry Canada EN60950/EN62368 Safety Bluetooth SIG qualification USB client



Xylem.com | Sensus.com

SENSUS | 637 Davis Drive | Morrisville, NC 27560 | 800.638.3748

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FieldLogic Software

FieldLogic Tools is a suite of tools designed to enhance the productivity of field personnel whose work involves interacting with Sensus devices. The FieldLogic suite is comprised of a configuration management module and a mobile application used in the field to interact with devices and collect readings.

FieldLogic Hub

FieldLogic Hub is a PC-based application for device configuration and route management setup. Hub allows utilities to manage multiple handheld devices which in turn configure/read SmartPoint or RadioRead modules. Hub manages devices, product configurations, and the import/export of routes.

Product configurations are set up prior to fieldwork by the utility to control the handheld functionality and configuration of endpoints. This reduces the time it takes to accomplish tasks in the field such as reading meters, new installations, and meter changes.

Routes can be imported from a billing system, loaded on to a handheld, read, and then exported back through Hub to a billing system.

FieldLogic Tools Connect

FieldLogic Tools Connect is a handheld or PC-based application for working with SmartPoint® devices and meters and route reading. Connect communicates with and programs Sensus endpoints. Connect uses Bundles to preconfigure the options installers see when setting up Sensus endpoints in the field. This simplifies the installation process, improving the speed at which installers can perform their job while decreasing the opportunity for errors. Connect also is used to deactivate and troubleshoot endpoints.

FieldLogic Tools Read Route

FieldLogic Tools Read Route is used to collect meter reading data from Sensus endpoints. It provides field personnel with route information along with other pertinent information the utility configures.

Alarms are provided in the field, allowing problem investigation to occur while field personnel are on site. The tool supports simultaneous reading of SmartPoint, RadioRead and TouchRead technologies, eliminating the need for field personnel to carry multiple devices.

BENEFITS

- Easy management of multiple handheld devices
- A fast and simple one-step installation process
- Simultaneous RadioRead and SmartPoint device reading
- Improved business process integration with a work order tool interface

COSTS

The cost share for this contract is as follows:

Union Township	\$22,198.90
ICRC	\$1,669.17
Total	\$23,868.06

The FY2024 budget includes funds in the amount of \$27,000.00 for brine.

PROJECT TIME TABLE

The application of brine will occur in 2024, at the discretion of the Isabella County Road Commission.

RESOLUTION

It is resolved that the 2024 Township Brine Participation Contract with the Isabella County Road Commission (ICRC) in the amount of \$22,198.90 is approved and the Manager is authorized to sign on behalf of the Township.

Moved by _____ Seconded by _____

Yes:
No:
Absent:

TOWNSHIP BRINE PARTICIPATION CONTRACT

This Agreement is made and entered into by and between the Board of County Road Commissioners for the County of Isabella, hereinafter referred to as the "Road Commission" and **Union Township**, hereinafter referred to as the "**Township**", for the following improvements:

Project No. 497 – 014 - 421416	Total Gravel Miles: 19.99
Three Applications of Michigan Chloride at 2000 gallons per mile	
TOTAL COST	\$ 23,868.06
Less I.C.R.C. Share	<u>-1,669.17</u>
TOWNSHIP SHARE	<u>\$ 22,198.90</u>
Return Contract by March 29, 2024	

The Township agrees to pay the Road Commission for stated services after each application has been completed and an invoice has been furnished by the Road Commission. Payment is due upon receipt of invoice. The Road Commission is hereby authorized to add to the unpaid balance a service charge of one (1%) per month on the unpaid balance of any and all said sums remaining unpaid after thirty (30) days.

The undersigned Township officials, by executing this agreement, certify they are authorized to enter into this agreement on behalf of the Township.

UNION TOWNSHIP

ISABELLA COUNTY ROAD COMMISSION

By: _____
Supervisor

By: _____
Manager

By: _____
Clerk

By: _____
Board Secretary

Board Approval on: _____

Board Approval on: _____

To: Mark Stuhldreher - Township Manager **DATE:** February 5, 2024

FROM: Kim Smith – Public Service Director **DATE FOR BOARD CONSIDERATION:** February 14, 2024

ACTION REQUESTED: Approval of the bid from Peerless Midwest in the amount not to exceed \$265,960.00 for the Filter Media Replacement Project at the Meridian Treatment Plant located at 2279 Meridian Road.

Current Action Emergency

Funds Budgeted: If yes Account # 591-536-972-000 No N/A

Finance Approval _____

BACKGROUND INFORMATION

As part of the Township’s ongoing Water Asset Management Program the replacement of the media and installation of air wash grid and blower equipment on the (2) two iron removal filters located at the Meridian Water Treatment Plant was identified as an item in need of rehabilitation. This determination is based on the age of the media and equipment present in the filters, and the presence of iron breakthrough from this site into the water distribution system.

The project was competitively bid in June of 2021, March of 2022, and September of 2023. The first two Request for Proposals received no response from bidders. The third Request for Proposal received one response.

Peerless Midwest was the only responsive bidder for this project.

The bid received was as follows:

Bidder	Bid Amount	Internal Air wash Allowance Amount	Total Bid & Allowance Amount
Peerless Midwest	\$210,960.00	\$55,000.00	\$265,960.00

Upon receipt and review of the Proposal from Peerless Midwest the Public Services Department noted that the portion of the Request for Proposal for the installation of the air wash grid and air wash blower equipment was not included in the submitted bid. The Public Services Department contacted the bidder to determine why this portion of the project was not included in the bid. The bidder indicated that this portion of the project could only be accurately bid after the filters were unloaded and internal components inspected to determine the type of nozzles, size, configuration, and layout of the grid. The Public Service Department requested that the bidder provide a not to exceed amount for the portion of the project that includes the internal air wash grid design, grid installation, and equipment installation. The bidder provided a not to exceed allowance amount of \$55,000.00, with the understanding that once the filter media has been removed the cost for the equipment and labor for this work can be determined.

SCOPE OF SERVICES

Provide all the equipment and services required for the following:

- Refurbishment of two (2) existing 10ft diameter vertical pressure filters, originally provide by Tonka Equipment Co. in 2005, Tonka serial number 04211.
- Filter media removal and replacement of media with support gravels and anthracite filter media
- Installation of air wash grid and air wash blower equipment package. This component is provided for in the bid but determination of the need and scope will not be determined until after the filters are unloaded and internal components inspected.
- Replacement eight (8) sample taps.
- Replace two (2) manway gaskets.

JUSTIFICATION

We recommend that Peerless Midwest be awarded the Filter Media Replacement Project in the not to exceed amount of \$265,960.00 for the rehabilitation of (2) two iron removal filters located at the Meridian Treatment Plant. This recommendation is based on the Township’s history of successful repair and maintenance work performed by Peerless Midwest, ability to meet project specifications, and their responsiveness to the Request for Proposal (RFP). Approval of the bid will benefit the Township’s water users by rehabilitating crucial water infrastructure equipment whose operation and condition impact the quality of the water sent to the distribution system.

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. Community well-being and common good
2. Safety
3. Health

COSTS

\$265,960.00 (not to exceed)

This project is included in the FY2024 Approved Water Budget - account number 591-536-972.000 in the amount of \$175,000. The project will require a budget adjustment in the amount of \$90,960.00. The completion of the project and the budget adjustment will not require an increase in water rates.

PROJECT TIME TABLE

90 days after receipt of Notice to Proceed

RESOLUTION

Approve the bid from Peerless Midwest in the amount not to exceed \$265,960.00 for the Filter Media Replacement Project at the Meridian Treatment Plant located at 2279 Meridian Road.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

Charter Township Of Union

5228 South Isabella Road
Mt. Pleasant, MI 48858
989-772-4600 ext. 224 (phone)
989-773-1988 (fax)
ksmith@uniontownshipmi.com

Bid Tabulation Sheet

Project: 2023 Meridian Road Filter Maintenance

Due Date: September 26, 2023 @ 10:00 a.m.

Bidder	Bid Bond	Amount
Peerless Midwest	✓	\$210,960.00

Keri Smith

9-26-2023

Jennifer Loveberry

9-26-2023

Kim Smith

From: Masters, Robert <bob.masters@peerlessmidwest.com>
Sent: Wednesday, November 22, 2023 7:06 AM
To: Kim Smith; Shawn McBride
Subject: air scour nozzle system....

I can't get anything out of anyone regarding the nozzle system and layout. Based on prior experience, I'm going to ballpark time and materials to design and install an air wash grid if not present would be \$55,000.00.

Thanks,

Bob Masters

Project Manager
Peerless-Midwest Inc.
(616) 690-8139



\$ 210,960.⁰⁰
\$ 55,000.⁰⁰ Allowance

\$ 265,960.⁰⁰ Total

BID BOND

**CHARTER TOWNSHIP OF UNION
STATE OF MICHIGAN
FILTER MEDIA REPLACEMENT PROJECT**

(Not required if Certified Check of Cashier's Check accompanies Bid)

KNOW ALL PERSONS BY THESE PRESENTS: That we Peerless-Midwest, Inc.
as Principal, and Nationwide Mutual Insurance Company
as Surety, are lend and firmly bound unto the Charter Township of Union, in the sum of \$ _____
[5% OF THE TOTAL AMOUNT OF THE BID] for the payment of which sum we hereby bind
ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly as set
out more fully herein.

The condition of the foregoing obligation is such that, whereas the above principal is about
to submit to the Charter Township of Union a bid for the performance of the work for the above
project in compliance with the plans and specifications therefore and pursuant to a published notice
inviting bids.

Now, if the bid of the principal is accepted and the work awarded to the principal by the
Charter Township of Union, and if the principal shall fail or neglect to enter into a contract,
therefore, in accordance with the provision of said bid and the accompanying instructions to
Bidders and to furnish adequate faithful performance and labor and material surety bonds and
certificates of insurance to the satisfaction of the Charter Township of Union; then the total sum
guaranteed by the bond is forfeited to the Charter Township of Union as liquidated damages.

In the event suit is brought by the Charter Township of Union and judgment is entered in
its favor, the surety shall pay all costs incurred by the Township in such suit, including reasonable
attorneys' fees to be fixed by the Court, in addition to the above sum.

WITNESS our hands and seals this 25th day of September, 2023.

(Seal) Contractor: Peerless-Midwest, Inc.

By *Eric Irwin* Name/Title CFO, Eric Irwin

(Seal) Surety: Nationwide Mutual Insurance Company

By *Jennifer L. Kasznia* Name/Title Jennifer L. Kasznia, Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Attest: *Pamela S. Higginbotham* Bond No. N/A
Pamela S. Higginbotham, Secretary Bid Bond

Charter Township of Union
Filter Media Replacement



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

WILLIAM J CERNEY, III, NICOLE L BICKNELL, JENNIFER L KASZNA, MARK E WOBBE, FAITH D HUNT, BARBARA E PEARSON, THERESA M BURNS, JORDAN M SCHIEBER, SANDRA L JUNK, WESLEY L MANTOOTH, LISA M THOMAS, PAMELA S HIGGINBOTHAM

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Deho Notary Public, State of New York No. 02066126649 Qualified in Westchester County Commission Expires September 16, 2021

Suzanne C. Deho Notary Public My Commission Expires September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25th day of September, 2023

Laura B. Guy Assistant Secretary



SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company



By *A. C. Albanese*
Antonio C. Albanese, Vice President – Surety
Nationwide Mutual Insurance Company

INVITATION TO BID

Charter Township of Union

2010 South Lincoln Road

Mt. Pleasant, MI 48858

Separate sealed Bids for the Charter Township of Union Filter Media Replacement Project will be received by the Charter Township of Union at the Charter Township of Union Public Services Office located at, 5228 S. Isabella Road, Mt. Pleasant, Michigan 48858 until **10:00 AM Local Time, Tuesday, September 26, 2023**, and then at said location publicly opened and read aloud.

The Information for Bidders, may be examined/obtained on the Charter Township of Union website as follows:

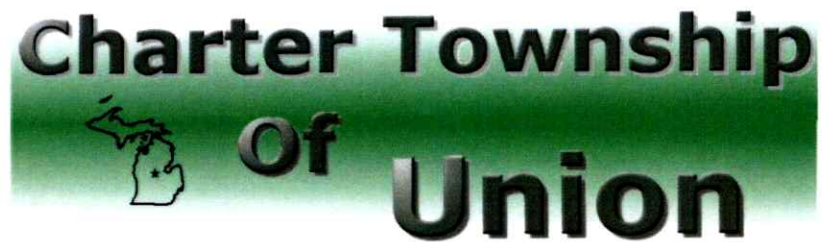
[http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/RequestforProposals\(RFP\)-PublicServicesDepartment.aspx](http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/RequestforProposals(RFP)-PublicServicesDepartment.aspx)

Bids received after the above date and time will not be considered. Fax transmittals and e-mailed Bids will not be accepted.

The Owner reserves the right to waive any informality or to reject any or all Bids.

No Bidder may withdraw their Bid within 90 days after the actual date of Bid opening.

Charter Township of
Union Public Services
Department



FILTER MEDIA REPLACEMENT PROJECT

September 2023

Charter Township of Union
Public Services Department
5228 South Isabella Road, Mt. Pleasant MI 48858
(989)772-4600

BID INVITATION PACKAGE

Charter Township of Union
Isabella County MI

FILTER MEDIA REPLACEMENT PROJECT

Bid Package Contents:

1. Notice and Invitation to Bidders;
2. Instructions to Bidders;
3. Bid Form;
4. List of Proposed Subcontractors;
5. Bid Bond
6. General Conditions;
7. Certificate Regarding Workers' Compensation;
8. Project Contract Execution Document;
9. Specifications

Other Bid Documents:

- A Drawings

Bid Invitation Package

NOTICE AND INVITATION TO BIDDERS

Charter Township of Union
Isabella County MI

Filter Media Replacement Project

NOTICE IS HEREBY GIVEN that sealed bids for the above project shall be received in the offices of the Public Service Director at the Charter Township of Union at 5228 S. Isabella Rd., Mt. Pleasant, MI 48858, until **10:00 a.m.** Eastern Standard Time on Tuesday, September 26, 2023. Bids will be publicly opened on **Tuesday, September 26, 2023** or as soon thereafter as possible, at the Charter Township of Union Public Services Administrative Office located at 5228 S. Isabella Rd., Mt. Pleasant, MI 48858.

The Charter Township of Union reserves the right to reject any and all bids.

PROJECT DESCRIPTION:

Contractor shall furnish all labor, material, equipment and services necessary to perform and complete all work required for the FILTER MEDIA REPLACEMENT PROJECT as per the project Specifications.

MISCELLANEOUS:

All inquiries regarding this project should be directed in writing to:
Charter Township of Union
Shawn McBride – Chief Water Operator
5228 S. Isabella Rd.
Mt. Pleasant, MI 48858
smcbride@uniontownshipmi.com

Charter Township of Union
Filter Media Replacement

INSTRUCTIONS TO BIDDERS
**THE CHARTER TOWNSHIP
OF UNION
STATE OF MICHIGAN**
FILTER MEDIA REPLACEMENT PROJECT

1 Explanations to Bidders

(a) Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids, including drawings, specifications, prior approvals, etc., must be requested in writing no later than 5 calendar days before the bid deadline. Any interpretation made will be in the form of an addendum to the Invitation for Bids and will be furnished to all prospective bidders. Receipt of Addenda by the bidder must be acknowledged in the space provided on the Bid Form or by letter of transmittal received before the time set for opening of sealed bids. Verbal explanations or instructions given before the award of the contract will not be binding.

(b) All questions regarding the Invitation for Bids shall be in writing and directed to:

Charter Township of Union
Shawn McBride – Chief Water Operator
5228 S. Isabella Rd.
Mt. Pleasant, MI 48858
smcbride@uniontownshipmi.com

2 Conditions Affecting the Work

(a) Before submitting a bid, each bidder must (1) examine the bid and contract documents thoroughly, (2) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (**Optional**), (3) familiarize herself/himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (4) study and carefully correlate bidder's observations with the bid and contract documents. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Township will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the bid or contract documents.

- (b) The submission of a bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of the request for bids and that the bid and contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3 Bid Guaranty

- (a) The bid guaranty shall be in the form of a bid bond, certified check, or cashier's check, payable to the order of the Charter Township of Union, in an amount not less than 5% of the Bid. Any bid bond shall be executed by a corporate surety acceptable to the Township and authorized to issue such surety bond in the State of Michigan. Bid guaranties, other than bid bonds, will be returned (1) to unsuccessful Bidders as soon as practicable after the opening of bids, and (2) to the successful Bidder upon execution and delivery of all contract documents. However, the Township reserves the right to retain the bid guaranty of the second lowest qualified Bidder until the lowest qualified Bidder executes and delivers all required contract documents to the Township or until 90 calendar days after bid opening, whichever occurs first.
- (b) Failure to furnish a bid guaranty in the proper form and amount, by the time set for the receipt of bids, shall be cause for rejection of the bid.
- (c) If the successful Bidder, upon acceptance of its bids by the Township fails to execute and deliver all contract documents within 10 calendar days after receipt of Township's Notice of Award, the successful Bidder's bid guaranty shall be retained by the Township as liquidated damages. Such failure on the Bidder's part to execute and deliver those documents will cause substantial damage to the Township, including delay in its construction program, which damage is not easily reduced to monetary terms and, therefore, the full amount of the bid guaranty is properly considered to be liquidated damages.

4 Preparation of Bids

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. All blank spaces shall be filled in. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Emailed or fax bids will not be considered.
- (b) Substitutions for specified materials will not be considered without prior approval.
- (c) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for receipt of bids. Telephonic, emailed, or fax modifications will not be considered.
- (d) Discrepancies between words and figures shall be resolved in favor of words.
- (e) Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

5 Submission of Bids

- (a) Bids must be sealed, marked, and addressed as indicated below. Failure to do so may result in a premature opening of, or a failure to open, such bid, thereby eliminating that Bidder from consideration. If the bid is mailed, the sealed envelope containing the bid should be enclosed in another envelope addressed as indicated below.
- (b) All bids shall be received no later than **10:00 a.m. Local Time**, on **September 26, 2023** hand-delivered or mailed, addressed to:

Kim Smith, Public Services Director
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant MI 48858

- (c) The envelope containing the original copy of the bid must be sealed, marked, and addressed as follows:
 - (1) Name and address of Bidder
 - (2) Marked - Filter Media Replacement Bid

**CHARTER TOWNSHIP OF UNION, FILTER MEDIA
REPLACEMENT PROJECT, BID 2015-02**

The original bid shall consist of those documents listed below. The original documents shall be returned with the bid.

- (1) Bid Form;
- (2) List of Proposed Subcontractors;
- (3) 5% Bid Bond; and
- (4) Contractor's Certificate Regarding Workers' Compensation

6 Late Bid, Modification or Withdrawal of Bid by Bidder

- (a) Any bid received by the Township after the exact time specified for receipt will be returned unopened.
- (b) Any modification or withdrawal of bids must be made in writing and is subject to the same condition as in (a) above. A bid may be withdrawn by written or transmittal request received from a Bidder prior to the time set for opening bids. A bid may also be withdrawn in person by a Bidder or the Bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid, but only if the withdrawal is made prior to the time set for opening bids.

7 Township Modifications Prior to Date Set for Opening Bids

The Township may revise or amend the bid or contract documents, including the specifications and drawings, prior to the date set for opening bids. Such revisions and addenda, if any, will be announced by addenda to the Invitation for Bids. If the revisions and addenda are of a nature which requires material changes in the bid, the date set for opening bids may be postponed by such number of days as in the opinion of the Township will enable Bidders to revise their bids. In such a case, the addendum will include an announcement of the new date and time for opening bids. The modifications will be posted on the Township's website at:

[http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/RequestforProposals\(RFP\)-PublicServicesDepartment.aspx](http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/RequestforProposals(RFP)-PublicServicesDepartment.aspx)

8 Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Notice to Bidders. Their content will be made public for the information of Bidders and others interested, who may be present either in person or by representative.

9 Award of Contract

- (a) Award of contract will be made to the Bidder deemed most responsible whose bid, conforming to the Invitation for Bids, is most advantageous to the Township, price and other factors considered.
- (b) The Township may, when in its interest, reject any or all bids.
- (c) The Township may accept any item or combination of items of a bid, unless precluded by the Invitation for Bids or the Bidder includes in its bid a restrictive limitation.

10 Bonds and Insurance

- (a) If the successful bid is in excess of \$25,000, the bidder to whom the contract is awarded shall furnish a Payment Bond on forms approved by the Township, executed by a corporate surety acceptable to the Township and authorized to issue such surety bonds in the State of Michigan. The Payment Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of bond shall be borne by the successful Bidder.
- (b) The successful Bidder shall furnish a Performance Bond on forms approved by the Township, executed by a corporate surety acceptable to the Township, and authorized and admitted to issue surety bonds in Michigan. The Performance Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of the Performance Bond shall be borne by the successful Bidder.
- (c) The successful Bidder shall deliver to the Township certification attesting to the fact that the required policies of insurance have been obtained by the Bidder.
- (d) The signed contract, required bonds and certificates of insurance shall be delivered to the Township within 10 calendar days after receipt by Bidder of Township's Notice of Award.

11 Subcontractors

- (a) Each Bidder in its bid shall set forth the following:
 - (1) The name and location of the place of business of each subcontractor whom it intends to use to perform work or labor, or render service to the Bidder in or about construction of any work, in an amount in excess of 0.5% of the Base Bid.

Instructions to Bidders

- (2) The portion of the work which will be done by each such proposed subcontractor, if the Bidder is awarded the Contract.
- (b) Each Bidder shall furnish such information in substantially the form set forth in the Invitation for Bids. If no subcontractors are to be used, other than within the 0.5% limit referred to above the Bidder shall state "None" on the form.
- (c) Each proposed subcontractor must complete a Subcontractor's Experience Statement, which shall be attached to the List of Proposed Subcontractors in order for the bid to be considered complete.

12 Permits and Fees

The Bidder's attention is called to the requirements of the General Conditions regarding the acquisition of and payment for permits, licenses and fees related to the work of this project. All such acquisitions and payments are the sole responsibility of the Contractor. It is the sole responsibility of the Bidder to contact agencies or utilities having jurisdiction over the project to ascertain the extent of permits and fees required and the cost thereof, and to include all such costs in its bid.

13 Construction Schedule

After the Contract Documents are executed, the Township will provide the Contractor notice to proceed. After this notice is given, the Contractor shall substantially complete the project within 90 Calendar days. The Contractor will be liable for damages for any inexcusable delay beyond this period. Liquidated damages for such delay shall be \$500 per working day for each day past the substantial completion date.

BID FORM

CHARTER TOWNSHIP
OF UNION
STATE OF MICHIGAN

FILTER MEDIA REPLACEMENT PROJECT

To: Charter Township of Union
Kim Smith – Public Service Director
Department of Public Services
5228 South Isabella Road
Mt Pleasant MI 48858

In response to the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all labor, material, equipment and services and perform and complete all work required for the Filter Media Replacement Project as described in the attached Specifications.

Performance shall include all work necessary to complete the Project in strict accordance with the Contract and for the price(s) to be specified by the Bidder below, including all applicable taxes.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Invitation for Bids and any Addenda thereto; that it is submitting this Bid in strict accordance with the Instructions to Bidders; and that it has carefully reviewed the accuracy of all statements attached to this Bid.

Bidder certifies that it has visited and examined the work site (**Optional**), and is satisfied with the nature and location of all work, the general and local conditions to be encountered in the performance of the work, the requirements of the Contract and all other matters which can in any way affect the work or the cost thereof. Bidder further certifies that Bidder has performed such tests deemed necessary for the preparation of this bid.

Bidder agrees that this Bid constitutes a firm offer to the township which cannot be withdrawn by Bidder for 90 calendar days from the date of actual opening of bids. If awarded the Contract, Bidder agrees to execute and deliver to the Township within 10 calendar days after receipt of Township's Notice of Award, the applicable Construction Contract form and the required Payment Bond, Certificates of Insurance, and any other required Contract Documents.

ATTACHMENTS

Attached are the following forms which have been completed by Bidder and made a part of this bid:

1. List of Proposed Subcontractors;
2. Contractor's Certificate Regarding Workers' Compensation
3. List of three (3) references who the bidder has completed similar work for in the past five years.

ADDENDA

Bidder also acknowledges receipt of the following Addenda, which Addenda have been considered by Bidder in submitting this Bid (if none, state "None").

Addenda Nos. None

COMPLETION TIME

The Project, including its respective components, must be substantially completed within **90 calendar** days after the notice to proceed. Substantial completion is defined in the Special Requirements. Bidder certifies that it can complete the Project within this time period.

TOTAL AMOUNT OF BID (NUMBERS) \$210,960.00 (see note below)

TOTAL AMOUNT OF BID (WORDS) Two hundred ten thousand nine hundred sixty dollars.

Note: This bid assumes the internal airwash system i.e. grid, nozzles, clips and supports are installed in each filter which is the case to the best of our knowledge. These items are not included in the bid price listed above. They can only be quoted after the filters are unloaded and the internal componants inspected to determine type of nozzles, properly size, configure and layout the grid. There would be no other way to know what to quote.

Submitted by,

BIDDER'S NAME:

Bob Masters

By: Bob Masters

Title: Project Manager

BIDDER'S BUSINESS ADDRESS:

505 Apple Tree Drive

Ionia, MI 48846

BIDDER'S TELEPHONE AND FAX NUMBERS:

616-527-0050 office

616-690-8139 cell no fax number

IF BIDDER IS A CORPORATION:

State and date of incorporation

Indiana 1973

IF A PARTNERSHIP OR JOINT VENTURE:

Full names of all partners or joint venturers (attach additional pages if necessary)

DIRECTIONS FOR SUBMITTING BIDS:

1. The envelope containing the original of this Bid Form with all attachments must be sealed, marked, and addressed as follows:

The Charter Township of Union, FILTER MEDIA
REPLACEMENT PROJECT BID

Addressed to:

Kim Smith
Public Services Director
Charter Township of Union
5228 South Isabella Road
Mt Pleasant MI 48858

LIST OF PROPOSED SUBCONTRACTORS

CHARTER TOWNSHIP
OF UNION

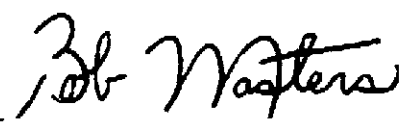
FILTER MEDIA REPLACEMENT PROJECT

NAME OF BIDDER: Peerless-Midwest Inc.

If awarded the Contract, Bidder shall employ the following subcontractors who will perform work or labor, or render service to the Bidder in or about the project, in an amount in excess of 0.5% of the bid lump sum listed on the Bid Form. If no subcontract work is proposed, other than within the 0.5% limit set forth, Bidder shall so state.
(Attach additional pages if necessary.)

<u>Names and Addresses of Subcontractors</u>	<u>Description of Work to be Subcontracted</u>
Clorwell Electric, 11094 S State Rd, Lake Odessa, MI 48849	Electrical Wiring of blower and valves
Badger Day lighting 3211 W Sawyer Drive, Saginaw, MI	Vac truck removal of media

Bidder Peerless-Midwest Date 9/26/2023
Firm Name

Signed by  Project Manager
Name Title

List of Proposed Subcontractors

Charter Township of Union
Filter Media Replacement

BID BOND

CHARTER TOWNSHIP OF UNION
STATE OF MICHIGAN
FILTER MEDIA REPLACEMENT PROJECT

(Not required if Certified Check of Cashier's Check accompanies Bid)

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
as Principal, and _____
as Surety, are lend and firmly bound unto the Charter Township of Union, in the sum of \$ _____
[5% OF THE TOTAL AMOUNT OF THE BID] for the payment of which sum we hereby bind
ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly as set
out more fully herein.

The condition of the foregoing obligation is such that, whereas the above principal is about
to submit to the Charter Township of Union a bid for the performance of the work for the above
project in compliance with the plans and specifications therefore and pursuant to a published notice
inviting bids.

Now, if the bid of the principal is accepted and the work awarded to the principal by the
Charter Township of Union, and if the principal shall fail or neglect to enter into a contract,
therefore, in accordance with the provision of said bid and the accompanying instructions to
Bidders and to furnish adequate faithful performance and labor and material surety bonds and
certificates of insurance to the satisfaction of the Charter Township of Union; then the total sum
guaranteed by the bond is forfeited to the Charter Township of Union as liquidated damages.

In the event suit is brought by the Charter Township of Union and judgment is entered in
its favor, the surety shall pay all costs incurred by the Township in such suit, including reasonable
attorneys' fees to be fixed by the Court, in addition to the above sum.

WITNESS our hands and seals this _____ day of _____, 2023.

(Seal)

By _____ Name/Title _____

(Seal)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Bond No. _____

Bid Bond

Charter Township of Union
Filter Media Replacement

Professional Reference

CHARTER TOWNSHIP OF UNION

Filter Media Replacement Project

(3- Required / work within Last 5 years)

Reference Names and Addresses Description of Work Date of Work

City of Hudson, MI - Jay Best / Replace filter media in 12'x12' aerator filter 2021

Saddle Ridge Utility, Rockford MI - Wendy Tanis/ Replace filter media in two pressure filters/2023

Village of Lake Odessa - Jesse Trout / Replace filter media in 18 ft square filter / 2022

Peerless-Midwest

9-26-23

Bidder

Date

GENERAL CONDITIONS

CHARTER TOWNSHIP OF UNION STATE OF MICHIGAN FILTER MEDIA REPLACEMENT PROJECT

PARAGRAPH HEADINGS AND DEFINITIONS

- 1.0 Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract, or amendments hereto, the following words or phrases shall have the meanings specified;
- 1.2.1 Adjusted Contract Price – the initial Contract Price adjusted for change orders, Force Majeure, termination for convenience or any other reason permitted by this Contract.
- 1.2.2 Best Efforts – Those efforts which a competent, experienced, and prudent contractor would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a contractor performing similar work in the State of Michigan.
- 1.2.3 Contract – This agreement, including all referenced documents, between the Charter Township of Union and Contractor for the performance of the Work, and subsequent written modifications executed by the Township and Contractor.
- 1.2.4 Contractor – The legal entity which executes this Contract with the Township to perform the Work.
- 1.2.5 Contract Manager – The title of the person designated by the Township to be its representative with authority to act for and bind the Township.
- 1.2.6 Documentation – Drawings, plans, models, studies, surveys, specifications, reports, design analysis, data, policies, information, work product, proposals, and any other similar documents or material prepared or used in connection with the Work.
- 1.2.7 Final Completion Date - The date when the Work is completed in accordance with the Contract, including all Punch List Items.
- 1.2.8 Force Majeure – An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.

General Conditions

1.2.9 Price or Contract Price – The total sum to be paid by the Township to Contractor for performance of the Work.

1.2.10 Project – Contractor shall furnish all labor, material, equipment and services and perform and complete all work required as per the project specifications.

1.2.11 Project Engineer or Coordinator – The title of the person designated by the Township to be its representative with authority to act for the Township regarding engineering and construction matters.

1.2.12 Punch List Items – Items of work comprising a part of the Work as set out on a Punch List prepared by the Township, with said items to be completed by Contractor consistent with the terms and conditions and scope of the Contract.

1.2.13 Schedule – The time frame for the construction project as established by the Township and/or the Contract Documents.

1.2.14 Site – The area where Contractor shall perform the Work.

1.2.15. Work or Scope of Work – All obligations undertaken by Contractor pursuant to the Contract.

2.0 SCOPE OF WORK

Contractor shall perform and complete the Work in a safe manner, and shall supply all personnel, tools, equipment, and material to complete the Work. The scope of work is further established in the following documents: Specifications.

3.0 SCHEDULE

Contractor shall perform and substantially complete the Work with 90 Calendar days after the date in the notice to proceed. After execution of this Contract, Contractor shall develop and submit for Township's approval, a detailed construction schedule designed to meet Township's project schedule. Any abnormal expenses such as premium time of overtime incurred by Contractor to meet the detailed schedule, unless specifically directed or approved by the Township in writing, shall be borne by Contractor.

4.0 COMPENSATION AND PAYMENT

The Township shall compensate Contractor through progress payments according to percentage of completions and/or milestones as determined by the Township Contract Administrator or as agreed hereafter by the parties. The Township shall not be obligated to make final payment(s) until Contractor has submitted to the Township written evidence that the Work has been fully completed in accordance with this Contract, and satisfactory evidence that all of

General Conditions

Contractor's indebtedness in connection with the Work has been paid or written releases provided of all potential liens arising out of this Contract. Upon receipt of such evidence, the Township will provide a Notice of Completion.

5.0 INSURANCE AND BONDS

5.1 Insurance – Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Contractor agrees to modify the existing coverage to do so.

The following coverages will be provided by Contractor and maintained on behalf of the Township and in accordance with the following requirements:

5.1.1 Commercial General Liability Insurance – Commercial General Liability Insurance shall be provided on an occurrence form or equivalent. Claims made or modified occurrence forms will not be accepted. Total limits for all coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The aggregate amount shall apply per location. The Township and its employees and agents shall be added as additional insured using the Industry Standard form. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the Township or any employee or agent of the Township. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.1.2 Workers' Compensation/Employers' Liability – Workers' Compensation/Employers' Liability coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. This policy shall waive any right of subrogation with respect to the Township, its employees or agents.

5.1 Additional Insurance Provision – Contractor and the Township further agree as follows:

5.2.1 This Section supersedes all other sections and provisions of this Contract to the extent that any other section or provisions conflicts with or impairs the provisions of this Section.

5.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

5.2.3 The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Contract and shall be interpreted as such.

General Conditions

5.2.4 All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the Township or its operations limits the application of subinsurance coverage.

5.2.5 Requirements of Specific minimum coverage features or limits contained in this Section are not intended as a constraint on coverage, or other requirements, or a waiver of any coverage. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5.2.6 For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps in furtherance of performance of this Contract.

5.2.7 Unless otherwise approved by the Township, Contractor's insurance shall be written by insurers and with a minimum "Best's" Insurance Guide rating of "A-VII." Self-insurance will not comply with these insurance specifications.

5.2.8 In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, the Township has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Township will be promptly reimbursed by Contractor.

5.2.9 Contractor agrees to provide evidence of the insurance required herein, satisfactory to the Township, consisting of certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement to Contractor's liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete certified copies of policies to the Township upon request.

5.2.10 Contractor shall provide the Township with proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverages.

5.2.11 Any failure on the part of the Township or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of the Township or any additional insured, in this or any other regard.

General Conditions

5.2.12 Contractor shall require all subcontractors or other parties hired for this project to provide general liability insurance with coverage identical to that required for Contractor naming the Township, its employees and agents as additional insured where applicable. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

Contractor shall require that no contract used by any subcontractor, or other contracts Contractor enters into on behalf of the Township, will reserve the right to charge back to the Township the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of the Township, will be submitted to Township for review. Failure of the Township to request copies of such agreements will not impose any liability on the Township, or its employees.

5.2.13 If Contractor is a limited liability company, general liability coverage must be amended so that the limited liability company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insured.

5.2.14 Contractor agrees to provide immediate notice to the Township of any claim or loss against Contractor that includes the Township as a defendant. The Township assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any claim likely to involve the Township.

5.2.15 In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims suits, damages, defense obligations and liability of any kind attributed to the Township or its employees as a result of such failure.

5.2.16 Coverage will not be limited to the specific location designated as the address of the project.

5.3 Bonds – Contractor shall furnish the following surety bond with surety acceptable to Township.

5.3.1 If the successful bid is in excess of \$25,000, the successful bidder shall be required to post a payment bond in the amount of the bid. This bond shall give labor and material suppliers direct right of action against the surety. Contractor shall furnish the Payment bond on a form acceptable by the Township.

5.3.2 Successful Bidder shall post a Performance Bond in the amount of 100% of the Contract Price by a corporate surety authorized and admitted to issue such surety bond in the State of Michigan.

General Conditions

5.4 Sureties

5.4.1 Should any surety upon any bond furnished in connection with this Contract become unacceptable to the Township, or should any such surety fail to furnish reports as to its financial condition as may be requested by the Township at any time while the bond is in force, Contractor shall promptly furnish such additional surety or alternate bond at Contractor's expense as may be required by the Township to protect the interest of the Township or of persons supplying labor or material in the performance of this Contract.

5.4.2 Contractor shall keep the sureties informed as to all material matters or changes affecting the project and this Contract.

6.0 INDENMIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Township, its employees, agents and officials, from any: liability, claims, suits or actions; alternative dispute resolution, losses, expenses, fees, or costs of any kind, whether actual, alleged or threatened; administrative, and regulatory proceedings; and any other costs or expenses of any kind whatsoever without restriction or limitation; so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or implied, in whole or in part, to the performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the Township.

Without affecting the rights of the Township under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless the Township as set forth above for liability attributable to the sole fault of the Township, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7.0 GENERAL REQUIREMENTS

7.1 Physical Site Conditions – Contractor shall satisfy itself concerning the nature and location of the Work, the general and local conditions, and other restrictions affecting the Work. The failure of Contractor to acquaint itself with any applicable conditions and restrictions shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Work and completing this Contract, and shall not be grounds for adjusting either the price or the schedule.

7.2 Independent Contractor – Contractor represents that it is fully experienced and properly qualified to perform the Work, is properly licensed in the state where the Work is performed, and is equipped, organized, and financed to perform such Work. The Contractor or a subcontractor of the Contractor shall act as an independent contractor and not as an agent of the Township in performing the Work and duties of this Contract.

General Conditions

7.3 Performance Requirements

7.3.1 Best Efforts – Contractor shall use Best Efforts in the performance of this Contract. Contractor shall, to the best of its abilities, cooperate with the Township to enable the successful completion of the Work according to the terms of this Contract including, but not limited to, commitment of additional resources, material and personnel, if requested by the Township, to assure that the Work is properly performed on time and completed in accordance with the provisions of this Contract.

7.3.2 Quality of Equipment Supplied by Contractor – Contractor shall provide and use only such construction equipment and facilities as are capable of producing the quality and quantity of Work required by this Contract within the time specified herein. Upon written notice from the Township or its designated representative, Contractor shall promptly remove from the Site all unsatisfactory construction equipment and facilities furnished or provided by Contractor.

7.4 Precedence of Operating Facilities – Continuity of service of the operating facilities is of the essence. In the event of a conflict of interest between any and all Work and any operating facilities, the operating facilities shall have precedence.

7.5 Responsibility for Work and Material – Contractor shall be responsible for and shall bear all risk of loss of or damage to Work in progress, all Work-related material and equipment delivered to the Site or in transit under Contractor control, until completion and final acceptance of the Work

8.0 CHANGES

8.1 General – Notwithstanding any other provisions of this Contract to the contrary, the Township reserves the right for any reason, without invalidating this Contract or without notice to sureties, to make any changes in the Work including the performance of additional services. Such change shall be made in writing by a Township representative, except for emergency conditions, where such change shall be confirmed in writing.

8.2 Price of Change – All change orders shall be accepted by Contractor pursuant to the terms contained in this Contract and Contractor shall promptly proceed to implement such change. Should any change result in an increase or decrease in Price or a change in Schedule, Contractor shall, within 10 calendar days following receipt of the written change order, submit to the Township a written proposal which illustrates the price for Contractor to perform the change and the proposed adjustment to the Schedule. Sufficient detail shall be given in the proposal to permit a thorough analysis and evaluation. No claim shall be made by Contractor based solely on the number or volume of changes made.

8.3 Price Adjustment – The price of such change will be agreed upon by the parties. If the parties cannot agree, and adjustment will be determined by the Township on the basis of
General Conditions

Contractor's reasonable expenditures and savings, including a reasonable allowance for overhead and profit.

8.4 Delegation – Only a Township officer, or the designated Township representative concerning the Project, may issue and sign written change orders on behalf of the Township.

8.5 Contractor Objections – In the event of a change requested by the Township would, in the opinion of Contractor, affect Contractor's ability to meet its obligation under the Contract, Contractor will deliver to the Township, within 5 calendar days of receipt of the change request, written notice of the fact before accepting such change request. If the Township feels such a change is warranted, an appropriate modification to the Contract shall be made before the Contractor is required to proceed.

8.6 Changes by Contractor – The Contractor may propose changes in the specifications for reasons of improved quality, delivery or economy provided such changes do not impair quality or delivery. Such changes must be approved in writing by the Township prior to implementation. Approval shall be at the discretion of the Township.

9.0 WARRANTY

9.1 Performance and Workmanship – Contractor warrants that the workmanship performed by Contractor and its subcontractors will be performed in accordance with Best Efforts. The warranty period shall be for a period equal to 1 year after the Final Completion Date.

10. RETENTION AND ACCEPTANCE OF MATERIAL AND WORKMANSHIP

10.1 Retention – The Township shall retain 5% of the Contract price. The retention shall be released (with the exception of 150% of any disputed amount) within 45 days after the date of final completion of the work.

10.2 Inspection of Work – All Work and materials, both before and after installation, shall be subject to Township's inspection, and any deficiencies detected by the Township will be addressed by Contractor immediately. The Township may take inventory and inspect the Work and witness tests thereon at all reasonable times and places during the progress of the Work. If Contractor covers all or any portion of the Work prior to any inspections or tests as required by the Scope of Work, the cost of any necessary uncovering and replacing shall be borne by Contractor.

10.3 Notice of Completion

10.3.1 When Contractor, in its opinions, has completed the performance of the

General Conditions

Work, it shall so notify the Township in writing that the Work is completed and ready for final acceptance by the Township. Within 10 calendar days after receipt of such written notice, the Township shall inspect the Work and advise Contractor of its concurrence.

10.3.2 If the Township advises Contractor that the Work is not satisfactorily completed, the Township shall at the time of such notice, submit to Contractor, a Punch List of all additions and corrections necessary for the completion of this Contract.

10.3.3 Upon receipt of the Punch List, Contractor shall commence action with respect thereto at no cost to the Township. All corrections shall be made within the time period given in the Contract as established in the Project Schedule. Upon completion of such work, Contractor shall again notify the Township in writing that the Work is completed and ready for final acceptance by the Township. Within 10 calendar days after receipt of such written notice, the Township shall inspect the Work and advise Contractor whether it concurs. The Punch List process will continue until the Work is completed to the satisfaction of the Township. Contractor shall be obligated to make good, correct or modify any rejected material or workmanship prior to final acceptance of the work by the Township.

10.3.4 If the Township concurs that the Work has been completed satisfactorily, the Township will provide a Notice of Final Completion to the Contractor which will specify the Final Completion Date. Such Notice of Completion shall not be unreasonably withheld.

11.0 FORCE MAJEURE

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an unexcused delay.

12.0 DELAYS AND EXTENSION OF TIME

Time for performance may be extended by the Township because of delays such as Force Majeure, changes, material or equipment delivery times, or suspension. Any such extension shall not be grounds for a claim by Contractor for damages or for additional compensation, except as specifically authorized in this Contract. In the event of delay in the performance of the Work not caused by the Township or its representatives, whether or not the cause thereof is within the control of Contractor, the Township shall be entitled to suspend the applicable portion of the scheduled payments for the period of such delay.

General Conditions

13.0 TERMINATION FOR CONVENIENCE

13.1 General – The Township may, at any time, terminate the Contract or any portion of the Work not then completed by giving Contractor written notice of termination. Upon receipt of notice of termination, Contractor, unless the notice requires otherwise, shall (1) discontinue Work on the date and to the extent specified in the notice, except work necessary to preserve and protect the Work in progress, (2) place no further orders or subcontracts for material, services, or supplies related to terminated Work, (3) make every reasonable effort to procure termination of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work terminated upon terms satisfactory to the Township, and (4) otherwise minimize costs and mitigate damages to the Township.

13.2 Compensation – In the event of termination under this Section, there shall be an equitable adjustment to the Contract Price taking into account, among other things (1) decreases for Work not performed, (2) the cost of any work requested by the Township from the date of termination.

14.0 TERMINATION FOR CAUSE; NOTICE AND CURE OF DEFAULT

14.1 General – The Township may declare this Contract canceled for default by notifying Contractor in writing, should Contractor at any time (1) materially refuse or neglect to meet the Schedule(s), (2) refuse to supply sufficient and appropriately skilled workmen or equipment to perform the Work, (3) become insolvent or unable to meet its payroll or other current obligations.

14.2 Notice of Termination – Prior to termination for cause, the Township shall give Contractor written notice describing such default in reasonable detail and demand that Contractor cures such default within 30 calendar days after receipt of such notice of default. If Contractor does not cure the default within 30 calendar days after its receipt of such notice or if the default cannot be cured within such 30-calendar day period and Contractor has not initiated action or proposed a plan within such 30-calendar day period to cure the default within a reasonable period which the Township reasonably agrees will cure such default, then the Township shall have the right to terminate this Contract.

15.0 LAWS AND REGULATIONS

Contractor and its employees shall at all times comply with all applicable laws, including those relating to wages, hours, discrimination, and safety (including MI/OSHA).

16.0 GOVERNING LAW AND VENUE

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Michigan.

17.0 AUTHORIZED REPRESENTATIVES AND NOTICES

Charter Township of Union
Filter Media Replacement

17.1 Representatives – Prior to commencement of the Work, the Township and Contractor shall each designate a representative authorized to act in behalf of each party and shall advise the other party in writing of the name, address and telephone number of such designated representative and shall inform the other party of any subsequent change in such designation.

17.2 Notice and Communications – All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of the Township and Contractor. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representative of the Township and Contractor identified below. Notice shall be effective on the date of delivery.

To the Township:

Kim Smith
Public Service Director
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant, MI 48858

To Contractor:

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

18.0 ATTORNEYS FEES

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the number of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

21.0 WAIVER

The failure of the Township to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided

Charter Township of Union
Filter Media Replacement

by this Contract or by law, or the acceptance of Work or payment for Work shall not release Contractor from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of the Township to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

22. ASSIGNMENT

Contractor shall not assign the rights, nor delegate the duties, or otherwise dispose of any right, title, or interest in all or any part of this Contract, or assign any monies due or to become due to Contractor without the prior written consent of the Township. Any such approved assignment or delegation shall be for the benefit of, and shall be binding on Contractor, assignee, and all future successors; and shall not relieve Contractor, assignee, or future successors of any duties or obligations. If the Township approves any assignment of monies due or to become due to Contractor hereunder, such assignment shall not become effective until at least 30 calendar days after Township's approval.

23. ACCEPTANCE

The Township will be deemed to have accepted Contractor's performance of the Work when the Township officer or Township Manager signing this Contract, or the designated representative of said officer or manager, provide a Notice of Completion that the Work is accepted.

24. EXECUTION AND EFFECTIVE DATE

This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the date that the **PROJECT CONTRACT EXECUTION DOCUMENT** is signed by the parties.

General Conditions

**CERTIFICATE OF CONTRACTOR REGARDING
WORKERS' COMPENSATION**

The successful Bidder shall execute the following certificate:

I am aware of the provisions of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Dated: 9/26/23

Contractor

By: *Bob Masters*

Certificate of Workers' Compensation

Charter Township of Union
Filter Media Replacement

PROJECT CONTRACT EXECUTION DOCUMENT

**CHARTER TOWNSHIP OF UNION
STATE OF MICHIGAN
FILTER MEDIA REPLACEMENT PROJECT**

DATE OF CONTRACT:

NAME AND ADDRESS OF CONTRACTOR:

The Charter Township of Union and Contractor named above hereby mutually agree to perform this Contract in strict accordance with the following designated documents which were a part of the bid or required to be submitted under the Invitation for Bids as a part of the Contract Documents and which are hereby incorporated into this Contract by reference:

CONTRACT DOCUMENTS

1. Notice to Bidders;
2. Instructions to Bidders;
3. Bid Form, with Required Attachments;
4. General Conditions;
5. Specifications;
6. All Addenda to the Contract Documents;
7. Payment and Performance Bonds Submitted by Contractor;
8. Certificates of Insurance Submitted by Contractor; and
9. Certificate Regarding Workers' Compensation.

Contract Doc

Charter Township of Union
Filter Media Replacement

This Contract, together with all documents and exhibits incorporated herein by reference, constitutes the entire agreement of the parties. All prior or contemporaneous verbal agreements between the parties are revoked by this Contract.

In the event any section, sentence, clause or phrase of the Contract is adjudicated by a court of last resort, and of competent jurisdiction, to be invalid or illegal, the remainder of this Contract shall be unaffected by such adjudication, and all other provisions of this Contract shall remain in full force and effect as though the section, sentence, clause or phrase so adjudicated to be invalid had not been included herein.

PROJECT DESCRIPTION

Contractor shall furnish all labor, material, equipment, and services and perform and complete all work required for the FILTER MEDIA REPLACEMENT PROJECT

ALTERATIONS

The following alterations were made in this contract before it was signed by the parties hereto (if no alternates, state "NONE").

The Project must be completed as set forth in the Project Schedule. Bidder certifies that he/she can complete the Project, ignoring Delays and Changes as defined in the General Conditions as set forth in the Project Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date entered on the first page of the contract.

CHARTER TOWNSHIP OF UNION

CONTRACTOR

Signature _____

Signature _____

Title _____

Name _____

Title

Attest:

Mark Stuhldreher
Township Manager

Charter Township of Union
Filter Media Replacement

DETAILED SPECIFICATIONS

CHARTER TOWNSHIP OF UNION
STATE OF MICHIGAN

FILTER MEDIA REPLACEMENT

Filter Media Removal and Replacement, Installation of Airwash grid and Airwash Blower Equipment Package

1. Location.

The work will be performed at the Charter Township of Union Water Treatment Plant, located at 2279 S Meridian Rd., Mt. Pleasant, MI 48858.

2. Description of Work, Statement of Work/Technical Specifications.

Provide the following equipment and services for the refurbishment of two (2) existing 10ft diameter vertical pressure filters, originally provide by Tonka Equipment Co. in 2005, Tonka serial number 04211.

Filter media removal and replacement, installation of airwash grid and airwash blower equipment package, provide and replacement eight (8) sample taps, and provide and replace two (2) manway gaskets.

The existing filters have an air wash connection but no internal air wash grid or supports. Components are shipped loose for installation by others unless noted.

Include the following:

Support Gravels and Anthracite Filter Media.

Support gravels, gradations per specifications, to provide 15" vertical inch profile to meet existing elevation.

- 4" of ¾" x 1/2" gravel (50 lbs. bags)
- 4" of ½" x ¼" gravel (50 lbs. bags)
- 4" of ¼" x 1/8" grave (50 lbs. bags)
- 3" 0.8-1.2 mm torpedo sand (50 lbs. bags)

Anthracite media with an effective size of 0.6 mm to 0.8 mm and a uniformity coefficient not exceeding 1.75 to provide a depth of 30". Anthracite to be shipped in 50-pound, one cubic foot bags for installation by bidder. Note: All media and support gravels will be shipped on pallets with approximately 2,000 lbs. per pallet. Off-loading of filter media from trailers is the responsibility of the owner.

Airwash Grid.

The header will be 3" sch. 80 PVC while the laterals will be ¾" sch. 80 PVC, will be

located on 12" centers and will be connected to the header pipe via solvent welded connections. New stainless steel support angles and fasteners to be provided for supporting airwash grid.

3. Media Removal and Installation Services

Bidder is to provide a high velocity high vacuum industrial vacuum truck operation for the removal of existing filter media from both vessels. Once collected in the vacuum truck, the media will be taken to an offsite location determined by the bidder and disposed of.

Bidder must provide an entire crew for the removal of the existing damaged media and the installation of the new media and graded gravels into both filters, one at a time. One filter will always remain in service.

Filter media will be installed in strict accordance with AWWA B100-96 specifications for filtering material. All personnel involved in media installation shall be qualified under the confined space entry program. All personnel will have received specified training according to OSHA/MIOSHA Standards including, but not limited to, confined space entry and rescue, fall arrest and lockout/tag out procedures and other specified training. Before entry into any confined space, the air will be monitored for appropriate oxygen and LEL levels. Upon completion of an air test, confined space entry permits will be filled out by the supervisor and posted near the entry point. An individual will be present at all times at the entry point.

4. Auxiliary Components

Provide and Replace Manway Gaskets: Two (2) 14" x 18" manways gaskets for replacement of existing manway gaskets.

Provide and Replace Sample Taps: Eight (8) new sample taps (Essex Compression Gauge Cock Model 25B) will be provided to replace all existing sample taps on the pressure filters. The sample taps will be ½" NPT, smooth nosed design and brass construction with Bakelite handle.

5. Installation of Packaged Air wash Blower Package:

Airwash blower package: Provide and install One (1) regenerative blower sized for 160 cfm @ 5 psi, 7.5 HP, 230/460V, 3 phase motor direct connected to blower. The package shall also include the following items for field installation: blower inlet filter, blower discharge pressure relief valve with canister silencer, discharge pressure gauge, discharge 3" PVC check valve, discharge lever operated butterfly valve. Two (2) 3" Air wash Influent 120-volt electric motor operated Bray butterfly valves Three (3) 2" Drain down 120-volt electric motor operated Bray

Provide and install two (2) 1" filter combination air release valves (to replace existing 1" filter air release valves)

6. Start-up Services

Bidder's technician to be onsite for a minimum of 3 days in one trip to start-up the airwash blower and assist with the filter airwash sequence to ensure proper functionality.

7. Equipment Shipping.

All equipment shipping delivered as part of this bid shall be shipped F.O.B. Destination, Freight Prepaid to the Charter Township of Union Water Treatment Plant located at 2279 S Meridian Road, Mt. Pleasant, MI 48858. Associated costs related to freight, transport, installation, and/or set in place and equipment orientation to be included in the "Total Bid Price". Expected delivery date shall be provided to owner upon execution of "Notice of Award".

8. Equipment Acceptance.

Acceptance of equipment, materials and workmanship shall be based on the Township's right to inspect and test equipment in order to ascertain complete compliance to the specifications contained herein. Acceptance and subsequent payment will be at the sole judge of the Township.

In the event of rejection by the Township, all equipment and/or accessories furnished hereunder shall be replaced at vendor's sole expense. Vendor must remedy within no more than (30) thirty calendar days from first notice or be subject to further damages as may be sustained by Township. Permission to keep or store the equipment on any Township property during the above specified time will not constitute acceptance.

9. Award of Bid.

The most responsive and responsible bidder shall be awarded the bid. Evaluation will be made on technical merit and ability to meet product specification; references from other governmental agencies to accepted business practices, completeness of bid, submitted work schedule, price, degree and number of exceptions. The Township reserves the right to reject any and all bids.

10. Site Conditions.

It is the responsibility of each bidder before submitting a bid to examine the bid documents thoroughly, visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work.

Before submitting a Bid, each Bidder must, at the Bidders own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions at/or contiguous to the site or otherwise which may affect cost, progress, or performance of the

work and which the Bidder deems necessary to determine its Bid for performing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

Quantities of Work.

General: (a) the quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Township does not express or by implication agrees that the actual amount of work or material will correspond therewith.

Section 13222 – FILTER MEDIA

1. SCOPE. This section covers furnishing and installation of support gravel and dual media for the two filters.
2. GENERAL. Filter media shall be furnished and installed in each filter as indicated on the drawings, as specified, and as required to provide a properly operating filter installation acceptable to the Owner.
 - 2.01. Manufacturer's Experience. The media supplier shall have furnished media of the type specified which have been in successful operation for not less than the past five years.
 - 2.02. Coordination. Installation of media specified herein shall be coordinated with the installation of related items of filter equipment and materials covered in other sections and contracts.
 - 2.03. Installation Supervision. Installation of filter media shall be under the direct supervision and control of a competent and experienced field representative employed by the media supplier and acceptable to the Owner.

3. FILTER MEDIA

3.01 Materials. Filter media materials shall comply with AWWA 3100, except as modified herein. Gradation sizes shall be based on square hole sieves conforming to ASTM E11.

3.02 30" Anthracite. Anthracite media with an effective size of 0.6 mm to 0.8 mm and a uniformity coefficient not exceeding 1.75 to provide a depth of 30". Anthracite to be shipped in 50-pound, one cubic foot bags for installation by bidder. Note: All media and support gravels will be shipped on pallets with approximately 2,000 lbs. per pallet. Off-loading of filter media from trailers is the responsibility of the owner.

3.03 Installation. Placement shall comply with AWWA B100, except as modified herein. Support gravel or media which becomes dirty or contaminated shall be removed and replaced with clean material.

The bottom layer shall be carefully placed to avoid damage to the nozzle underdrain system. Each layer shall be completed before starting the layer above. For materials less than ½ inch in size, workmen shall not stand or walk directly on the media, but on boards which will sustain their weight without displacing the media.

Each layer of filter media shall be deposited by means of a tremie system to a uniform thickness, with the top surface screeded or otherwise brought to a true level plane. Care shall be taken in depositing each layer not to damage the quality or integrity of the media or to

disturb the level surface of the layer beneath. The correct thickness of each layer shall be determined by screeding each layer to a continuous level line on the side of the filter box. The layer shall then be leveled with a water surface maintained at the appropriate elevation mark.

Washing, Scraping, and Skimming. Material in the sand passing a No. 50 sieve shall be removed by scraping the surface after washing but before the anthracite is installed. Flat particles shall be removed from the anthracite by skimming.

Washing and scraping shall comply with the governing standard, except initial sand scraping shall follow five filter washes of five minutes each, and approximately 1/3 of the total excess fines shall be removed.

Skimming of anthracite shall be done as follows:

- a. Initial Skimming. After five filter washes, a layer approximately 3/8 inch thick shall be removed by skimming.
- b. Subsequent Skimming. Allowing three washes between each subsequent skimming, two additional skimming operations shall be performed.

Filter Media-3

4. FILTER DISINFECTION. The filters, nozzle underdrains, and wash water troughs shall be disinfected after installation of the filter underdrains and media, including scraping and skimming operations required for placement of media. Disinfection shall be accomplished in accordance with AWWA C653 by filling the filter boxes with water containing sufficient chlorine to produce an initial chlorine residual of 25 mg/l chlorine residual content of not less than 15 mg/l after 12 hours. At the contractor's option, chlorine in the form of calcium hypochlorite (HTH) shall be added as the filter box is filled.

Should the initial treatment fail to produce the required residual content, the original chlorination procedure shall be repeated until satisfactory results are obtained. Following chlorination, all treated water shall be flushed from all filters until the replacement water, on test, is satisfactory to Union Township.

Prior to starting any disinfection work, the Contractor shall submit to Union Township a detailed outline of the procedures proposed, the coordination and sequence of operations, manner of filling and flushing structures to be disinfected, and disposal of wasted water. All procedures shall be acceptable to Union Township. The chlorinating agent shall be approved by Union Township.

5. DRAWINGS AND DATE. Complete descriptive data for filter support gravel and media shall be submitted for review prior to shipment, in accordance with the submittals section. Information shall include, but not be limited to, the following:

Filter Media Materials

Name of supplier
Name of field supervisor and experience record
Specific gravities
Sieve analyses
Effective size and uniformity coefficient for fine sand and anthracite
Mohs Hardness for anthracite
Acid solubilities
Caustic solubility for anthracite
Loss on ignition for filter sands
Media placement equipment and procedure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2023

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

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

PRODUCER Gibson Insurance Agency Inc 202 South Michigan St., Suite 1400 South Bend IN 46601	CONTACT NAME: Cliff Buttermore, Sr. PHONE (A/C, No, Ext): 574-245-9936 FAX (A/C, No): 574-236-6399 E-MAIL ADDRESS: cbuttermoresr@thegibsonedge.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B : Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER C : Cincinnati Insurance Co.</td> <td>10677</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Amerisure Mutual Insurance Company	23396	INSURER C : Cincinnati Insurance Co.	10677	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED Peerless-Midwest, Inc. 55860 Russell Industrial Pkwy Mishawaka IN 46545	PEERING-01														

COVERAGES **CERTIFICATE NUMBER:** 1635186654 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPP21171430301	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA21171420201	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU21171450202	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC211714702	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability		EXS0617717	3/31/2023	3/31/2024	Each Occurrence 4,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If job is awarded certificate will be revised to include:

RE: Filter Media Replacement Project; Certificate holder is additional insured (primary) with respect to general liability coverages as required by written contract. A waiver of subrogation is provided for workers compensation as required by written contract. A 30 day notice of cancellation is provided to the certificate holder except 10 days for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Charter Township of Union Public Services Department 5228 South Isabella Road Mt. Pleasant MI 48858	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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To: Board of Trustees **DATE:** February 6, 2024
FROM: Mark Stuhldreher, Township Manager **DATE FOR BOARD CONSIDERATION:** 2/14/2024
ACTION REQUESTED: To adopt the Michigan Liquor Control Commission’s Local Government Approval Resolution to support the Swankey LLC application for a state On-Premises Tasting Room Permit needed for a proposed new microbrewery to be developed at 2065/2075 S. Isabella Road (PID 14-146-00-020-00 and -021-00).

Current Action Emergency
 Funds Budgeted: If Yes Account # No N/A

BACKGROUND INFORMATION

As noted in the attached letter dated January 15, 2024, Swankey LLC has applied to the State of Michigan’s Liquor Control Commission (MLCC) for an On-Premises Tasting Room permit that would be for a new microbrewery that will be proposed to be developed within an existing building at 2065/2075 S. Isabella Rd. in the Township’s East Downtown Development Authority (DDA) District, immediately to the south of the Burger King restaurant on the southeast corner of E. Pickard Rd. (M-20) and S. Isabella Rd. The MLCC requires documentation of a “Local Government Approval Resolution” showing support for the application, prior to their review and action on the state permit. The resolution does not approve the microbrewery development, which would be subject to a separate application for preliminary and final site plan approval by the Planning Commission and required building permits. This is a necessary first step for Swankey LLC, prior to pursuing the site plan approvals.

SCOPE OF SERVICES

Adoption of a resolution to support the Swankey LLC application for a state On-Premises Tasting Room Permit needed for a proposed new microbrewery to be developed in the Township.

JUSTIFICATION

Adoption of the resolution by the Board of Trustees is a necessary step for the applicant to apply to the Liquor Control Commission for a state permit associated with their proposed microbrewery.

GOALS ADDRESSED

Board of Trustees goals addressed by this Ordinance (From Policy 1.0: Global End):

5. Commerce

Adoption of the resolution would help to support renovation of an older commercial building and establishment of a new commercial establishment in the East DDA District (1.5).

COSTS

NA

TIMETABLE

If adopted by the Board of Trustees, a copy of the resolution as certified by the Clerk would be promptly provided to the Michigan Liquor Control Commission and the applicant.

RESOLUTION

To adopt the Michigan Liquor Control Commission’s Local Government Approval Resolution to support the Swankey LLC application for a state On-Premises Tasting Room Permit needed for a proposed new microbrewery to be developed at 2065/2075 S. Isabella Road (PID 14-146-00-020-00 and -021-00).

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

January 15, 2023

Board of Trustees of the Township of Union,

We (Swankey LLC) are seeking to open a micro-brewery at 2065 S. Isabella Road in the Township of Union. The business will involve the production of beer, service of food and an on-premises tasting room. The Michigan Liquor Control Commission requires that the local governing body pass a resolution stating that the on-premises tasting room conforms to local zoning.


Included in the packet is a lease on this property to be used for this intended purpose.

Before commencing any construction activity, we will follow the formal process outlined by the Township of Union for approval and permitting.


At this time, we are asking the board to approve a resolution stating that an on-premises tasting room conforms to Township of Union master plan and zoning.

Thank you for your consideration,


Steven Swaney

DocuSigned by:

B9DB71F587FB44E...

Amy Shindorf

DocuSigned by:

B24C2AF4F2C6497...

William Scott

DocuSigned by:

D96250741EB24DE...



Local Government Approval For On-Premises Tasting Room Permit
(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)
Moved by _____ and supported by _____
that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____
Nays: _____
Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-763-0059



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees **DATE:** February 9, 2024
FROM: Mark Stuhldreher, Township Manager **DATE FOR BOARD CONSIDERATION:** 2/14/2024
ACTION REQUESTED: Consider amending Governance Policy 2.7.7 by increasing the single purchase or commitment limit from \$10,000 to \$20,000 and to require that purchase greater than \$10,000 be reported to the Board in a timely fashion

Current Action Emergency

Funds Budgeted: If Yes Account # _____ No N/A

Finance Approval _____ *MDS*

BACKGROUND INFORMATION

Purchase approval limits refer to the maximum dollar amount that an individual(s), in this case the Township Management Team, is authorized to approve without seeking additional approval by the Board of Trustees.

Establishing purchasing approval limits helps organizations control and manage their expenses, but to ensure this approach succeeds, a balance must be struck between financial oversight and employee autonomy. When done right, the limits both empower the employees to make responsible purchasing decisions while still allowing the organization to maintain control over its' finances. In addition, the correct balance improves the organization's ability to operate more efficiently.

Governance Policy 2.5.7, established in 2010, states that the Township Management Team shall not: *Make a single purchase or commitment of greater than \$10,000. Purchases over \$5,000 shall not be made without timely notification to the Board.*

It is recommended that this policy be changed to read as follows: *Make a single purchase or commitment of greater than \$20,000. Purchases over \$10,000 shall not be made without timely notification to the Board.*

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

When adjusted for inflation, \$10,000 in 2010 has the same purchasing power as \$14,200 in 2024. Increasing the limit to \$20,000 not only addresses the loss of purchasing power equivalency but will allow the organization to operate more efficiently and improve the timely payment to our vendors. This change would not be expected to degrade the financial oversight responsibilities of the Board of Trustees. Purchase over \$10,000 would require timely notification to the Board of Trustees.

For comparison's sake, the city of MT. Pleasant has a limit for the City Manager of \$25,000 and Isabella County limits the County Administrator/Controller to purchases up to \$50,000 before requiring the elected board's formal approval.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in this review (From Policy 1.0: Global End)

- Community well-being and common good
- Commerce

COSTS

Not applicable

PROJECT TIME TABLE

If approved, the Governance Policy document will be update and distributed throughout the organization

RESOLUTION

It is resolved that Governance Policy 2.5.7 is amended to read that the Township Management Team shall not " Make a single purchase or commitment of greater than \$20,000. Purchases over \$10,000 shall not be made without timely notification to the Board."