

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**January 14, 2016 – 10:30 a.m.**  
**Administrative Office**

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1. Chairman's Statement
2. Public Participation
3. Minutes – December 10, 2015 Regular Meeting
4. Approval – January 14, 2015 Full Agenda

**Consent Agenda**

5. **Approval – December 10, 2015 Consent Agenda**
  - a. Purchases
    1. Mowers, all locations (pg. 1)
    2. Beverage Contract, all locations (pg. 3)
    3. Fireworks, various locations (pg. 5)
    4. Golf Carts, Stony Creek (pg. 9)
    5. Island Queen, Kensington (pg. 11)
  - b. Update – Purchases over \$10,000 (pg. 15)
  - c. Approval – TIFA Exemptions (pg. 17)
    1. City of Dearborn Warren Business District Improvement Authority
    2. City of Dearborn Dix-Vernor Business District Improvement Authority
  - d. Approval – Wayne County Annual Maintenance Permit (pg. 23)
  - e. Approval – Property Donation, Lake St. Clair Metropark (pg. 29)

**Regular Agenda**

6. Legislative Report (pg. 35)
7. **Reports**
  - A. *Lake St. Clair*
    1. Approval – Seawall Replacement and Marina Accessible Docks (pg. 37)
  - B. *Stony Creek*
    1. Approval – Boat Launch Redesign Project (pg. 43)
  - C. *Administrative Office*
    1. Approval – Lake Erie Hawk Watch Exhibit Concept Contract (pg. 85)
    2. Approval – Administrative Office Redesign (pg. 117)
8. Other Business
9. Staff Officer Update
10. Commissioner Comments
11. Motion to Adjourn

<p style="text-align:center">The next regular Board of Commissioners meeting will take place: <i>Thursday, Feb. 11, 2016 – <b><u>10:30 a.m.</u></b></i> Administrative Office</p>
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# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Senior Buyer  
 Project No: RFP-16-007 State of Michigan Contract #071B0200329  
 Project Title: Mowers  
 Location: All Park Districts  
 Date: January 7, 2016

## Action Requested: Motion to Approve

That the Board of Commissioners' award RFP-16-007 to the low responsive, responsible bidder, Spartan Distributors in the amount of \$766,059.57 as recommended by Senior Buyer Maria van Rooijen and staff.

**Fiscal Impact:** These items were budgeted for in the 2016 Capital Equipment account and approved by the Board at the Nov. 12, 2015 meeting.

**Scope of Work:** Furnish and Deliver the following mowers and lawn equipment:

Kensington	Toro Greensmaster 3150Q (#043580)	\$27,874.70
Lower Huron and Willow	Toro Groundsmaster 4000-D (#30609) 2 each	*\$116,483.60
	Toro Groundsmaster 5900 (#31598)	\$80,749.59
Hudson Mills	Toro Groundsmaster 4700-D	\$68,557.82
Stony Creek	Toro Greensmaster 3150-Q (#04358) 2 each	*\$55,749.40
	Toro Groundsmaster 5900 (#31598)	\$80,749.59
Lake Erie	Toro Reelsmaster 5510-D (#03607) 2 each	\$107,166.44*
	Toro Groundsmaster 4000-D (#30609)	\$57,803.97
	Toro Multi pro 5800-G (# 41594)	\$47,527.72
Wolcott Mill	Toro Greenspro 1420 (#44912)	\$11,066.93
Indian Springs	Turfo 1550 Widespin Tow behind Top Dresser	\$16,216.00
Huron Meadows	Toro Groundsmaster 4700-D (#30882)	\$68,491.00
Lake St. Clair	Toro Workman HDX (07384)	\$20,974.49
	Toro Pro Force Debris Blower (#44552)	\$6,648.32

\*Pricing reflects two units

**Background:** All units are replacing high maintenance mowers. The items listed include both golf course and park mowers; units used near main roads include light kits. Spartan Distributors is the only dealer of Toro mowers in the State of Michigan.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Spartan Distributors	Sparta, MI	\$766,059.57





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Senior Buyer  
 Project No: RFP-15-033  
 Project Title: Beverage Contract  
 Location: All Park Districts  
 Date: January 7, 2016

Bids Opened: Thursday, October 29, 2015 at 2:00 p.m.

### **Action Requested: Motion to Approve**

That the Board of Commissioners' award RFP-15-033 to the low responsive, responsible bidder PepsiCo for a four (4) year period with an extension option of three (3) years as recommended by Senior Buyer Maria van Rooijen and staff.

**Fiscal Impact:** This item was included in the 2016 budget, which was approved by the Board at the Nov. 12, 2015 meeting.

**Scope of Work:** The exclusive cold beverage supplier includes furnishing and maintaining equipment, including vending machines as well as providing soft drinks, bottle water, juices and other beverages to all Metropark facilities.

The contract provides for annual sponsorship of \$5,000 each year; rebates on cases of can and syrup pop (2014 totaled \$13,394.58; 2013 totaled \$17,775 and 2012 totaled \$19,937.50). The rebate was a flat \$2.50 and the amount was increased in the new contract to \$3.00, which includes water and reduced pricing for Lipton and Ocean spray products to \$1.50; 25 percent commission on vending services, which will be maintained by PepsiCo.

The Metroparks catering concessionaire is also required to use this contract.

**Background:** \*Rebates are based on consumption of can, syrup pop and water; sales for water were up in 2012 due to the very hot summer.

The beverage contract bid was posted on MITN (Michigan Inter-governmental Trade Network) and Metroparks website. The bid was sent to 47 companies including Coca-Cola, however; no other responses were received.

### **Vendor**

PepsiCo Food Service

### **Location**

Wixom, MI





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Senior Buyer  
 Project No: RFP 16-007  
 Project Title: Fireworks 2016  
 Location: Lake St. Clair, Stony Creek, Indian Springs, Kensington, Hudson Mills, Willow and Lake Erie Metroparks  
 Date: January 7, 2016  
 Bids Opened: Monday, December 21, 2015 at 2:00 p.m.

## Action Requested: Motion to Approve

That the Board of Commissioners' award RFP 16-007 to the low responsive, responsible bidder, Wolverine Fireworks Display, Inc. in the amount of \$71,000 recommended by Senior Buyer Maria van Rooijen and staff.

**Fiscal Impact:** This is a 2016-budgeted item and approved by the Board at the Nov. 12, 2015 meeting.

**Scope of Work:** Provide seven fireworks displays for the Metroparks on the following days for 2016. This is a four (4) year contract.

<u>Date</u>	<u>Location</u>	<u>Amount</u>
Friday, June 24	Stony Creek	\$12,000
Saturday, June 25	Kensington	\$12,000
Sunday, June 26	Willow	\$10,000
Tuesday, June 28	Lake Erie	\$10,000
Wednesday, June 29	Hudson Mills	\$9,000
Thursday, June 30	Indian Springs	\$8,000
Friday, July 1	Lake St. Clair	\$10,000

**Background:** The vendors were asked to design a 20-minute firework show with no dead time within the amount allotted per park. Wolverine Fireworks and American Fireworks were very close in bidding; due to that fact that Wolverine Fireworks is a Michigan based company with a good history with Metroparks, staff recommends Wolverine Fireworks Display, Inc. receive the contract again.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Wolverine Fireworks Display, Inc.	KawKawlin, MI	\$71,000
American Fireworks Co.	Hudson, OH	\$71,000
Great Lakes Fireworks, LLC	Eastpointe, MI	\$71,000
Zambelli Fireworks Mfg. Co.	New Castle, PA	\$71,000

**Attachment: 2016 Fireworks Shell Count**



## FIREWORKS Shell Count - 2016

Vendor	Hudson Mills	Indian Springs	Kensington	Lake Erie	Lake St. Clair	Stony Creek	Willow	Totals
<b>Wolverine</b>								
2.5"		240		420	420		420	1,500
3"	432	432	588	456	456	588	456	3,408
4"	178	142	224	148	148	214	148	1,202
5"	66	48	72	96	96	108	96	582
6"	64	55	78	83	83	78	83	524
8"	11	4	18			18		51
10"	7	2	12			12		33
12"			1					1
<b>Total</b>	<b>758</b>	<b>923</b>	<b>993</b>	<b>1,203</b>	<b>1,203</b>	<b>1,018</b>	<b>1,203</b>	<b>7,301</b>
<b>Zambelli</b>								
2.5"								0
3"	370	340	500	490	490	500	490	3,180
4"	132	120	168	168	168	168	168	1,092
5"	65	55	80	80	80	80	80	520
6"	44	36	56	56	56	56	56	360
8"	3	3	8			8		22
10"	3	3	3			3		12
12"								0
<b>Total</b>	<b>617</b>	<b>557</b>	<b>815</b>	<b>794</b>	<b>794</b>	<b>815</b>	<b>794</b>	<b>5,186</b>
<b>American</b>								
2.5"		288		408	408		288	1,392
3"	720	360	624	492	492	804	384	3,876
4"	144	138	180	180	180	228	150	1,200
5"	78	78	102	108	108	138	90	702
6"	60	60	90	78	78	78	66	510
8"	4	4	18			8		34
10"	3	3	11			3		20
12"								0
<b>Total</b>	<b>1,009</b>	<b>931</b>	<b>1,025</b>	<b>1,266</b>	<b>1,266</b>	<b>1,259</b>	<b>978</b>	<b>7,734</b>
<b>Great Lakes</b>								
2.5"								0
3"	554	498	502	574	574	574	574	3,850
4"	144	120	168	210	210	192	210	1,254
5"	112	92	127	160	160	147	160	958
6"	72	62	76	99	99	88	99	595
8"	14	10	26			20		70
10"	3	2	14			9		28
12"								0
<b>Total</b>	<b>899</b>	<b>784</b>	<b>913</b>	<b>1,043</b>	<b>1,043</b>	<b>1,030</b>	<b>1,043</b>	<b>6,755</b>





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Senior Buyer  
 Project No: ITB-16-006  
 Project Title: Purchase New 2016 Golf Carts  
 Location: Stony Creek Metropark, Macomb County  
 Date: January 7, 2016

Bids Opened: Friday, December 18, 2015

### Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the purchase of 72 each 2016 Club Car Precedent golf carts for \$319,320; and (2) approve the of trade 72 each 2007 Precedent electric carts valued at \$86,400 to Midwest Golf and Turf in the amount of \$232,920 (total minus trade-in); and (3) approve an appropriation adjustment to reduce the Operating Expense account by \$33,400 and the Sale of Capital Revenue account by \$13,600 as recommended by Senior Buyer Maria van Rooijen and staff.

**Fiscal Impact:** These items were budgeted for \$352,800 in the 2016 in Operations account and \$100,000 was budgeted in the Sale of Capital Asset Revenue account, which was approved by the Board at the Nov. 12, 2015 meeting. If the purchase and trade of the golf carts is approved, it results in a net positive impact on the Fund Balance of \$19,800.

**Scope of Work:** Furnish and Deliver 72 each new Club Car 2016 Precedent gas golf carts with the new fuel injection system and transport/remove 72 each 2007 Precedent electric golf carts from the Stony Creek Golf Course.

**Background:** The replacement carts are 8-years-old and electric. The majority of all Metropark golf carts are gas and are a club car, which are provided by Midwest Golf and Turf. They are the only dealer for this area.

This product has served our courses well and held up over time. *\*The golf cart bid by Spartan Distributor is not fuel injected and steel, which are two major issues.* The fuel injections system on the Midwest club car will save money on gas purchases and their aluminum body will not rust. Midwest also offers a better warranty – five-years on their gas engine and limited lifetime on the frame.

<u>Vendor</u>	<u>City</u>	<u>Price</u>
Midwest Golf and Turf	Commerce Twp.	\$232,920.00
Spartan Distributors, Inc.	Auburn Hills	*\$197,640.00





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Senior Buyer  
 Project No: RFP-16-008  
 Project Title: Kensington Island Queen  
 Location: Kensington Metropark, Oakland County  
 Date: January 7, 2016

Bids Opened: Monday, January 4, 2016 at 10:00 a.m.

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award RFP-16-008 to the low responsive, responsible bidder, Sightseer Marine Products Inc. in the amount of \$152,115; and (2) approve a transfer within the Capital Equipment account to cover the overage due to delivery charges as recommended by Senior Buyer Maria van Rooijen and staff

**Fiscal Impact:** This item was budgeted for 2016 and approved by the Board at the Nov. 12, 2015 meeting; however, the item is \$7,115 over budget.

**Scope of Work:** Furnish and Deliver a 40-foot x 14-foot Catamaran style commercial pontoon hull and chassis per RFP-16-008. The pontoon will be built to all United States Coast Guard (USCG), Code of Federal Regulations and American Bureau of Shipping standards.

The pontoon will come with a stability certification and all other necessary documentation. In addition, plans will have to be approved by USCG in Washington, D.C. This purchase requires a one-third deposit.

**Background:** The current pontoon has been at Kensington since 2001. This boat replaces the original unit, which was a paddleboat, in operation since the 1960s. In 2015, there were numerous repairs needed on the boat, including replacing the motor. During a recent inspection of the boat, it was discovered there was also a stabilization issue; a stability certification is required to operate the boat. Staff recognized the need to replace the boat and placed a new unit on the 2016 Capital Equipment list, which was approved by the Board at the Nov. 15, 2015 meeting.

The boat departs every hour from noon to 6 p.m. daily during summer months from the boat rental area. Special rates apply for seniors and children ages 3-12 (seniors and children ages 3-12/\$4, children two and under/free, adults/\$6). Private charters are also available by reservation and cost \$100/hour.

Sightseer Marine Products, Inc. was the original builder of the current Island Queen; the original bidder is no longer in business. There are limited vendors that can accommodate this request and only one company bid on the project. Due to the size of the pontoon, it will require a delivery escort and the fee is \$6,010.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Sightseer Marine Products, Inc.	Hudson, Florida	\$152,115.00

**Attachment: Photo of New Pontoon**







**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: George Phifer, Director  
Subject: Update – Purchases over \$10,000  
Date: January 7, 2016

**Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file the update for purchases over \$10,000, up to, and including \$25,000 as submitted by Director Phifer and staff.

**Background:** On May 9, 2013, the Board approved the updated financial policy requiring the Director to notify the Board of purchases exceeding \$10,000, up to, and including \$25,000.

The following list is purchases exceeding the \$10,000 threshold:

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
James P. Contracting	Camp Rotary parking lot paving	\$23,865.83



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: George Phifer, Director  
Subject: Exemption of Taxes Subject to Capture  
Date: January 7, 2016

**Action Requested: Motion to Approve Resolution**

That the Board of Commissioners' approve the attached resolution and direct staff to file the resolutions in accordance with the applicable statutes governing the tax increment authorities as recommended by Director Phifer and staff.

**Attachments: Resolution**

1. City of Dearborn Warren Business District Improvement Authority
2. City of Dearborn Dix-Vernor Business District Improvement Authority



**HURON-CLINTON METROPOLITAN AUTHORITY  
13000 HIGH RIDGE DRIVE, BRIGHTON, MICHIGAN 48114**

**Response to the City of Dearborn Proposed adoption of the Development Plan  
and Tax Increment Financing Plan for the  
City of Dearborn Warren Business District Improvement Authority**

**RESOLUTION EXEMPTING AD VALOREM PROPERTY TAXES FROM CAPTURE**

Upon motion made by Commissioner \_\_\_\_\_

Supported by Commissioner \_\_\_\_\_

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON **JANUARY 14, 2016**, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the City of Dearborn, County of Wayne, Michigan (the "Municipality"), pursuant to Act 280, Public Acts of Michigan, 2005, as amended ("Act 280"), MCL 125.2871 et seq. has established a Corridor Improvement Authority (the "TIF Entity") and proposes to adopt a development and tax increment financing plan; and

WHEREAS, the Municipality held a public hearing on the proposed development and tax increment financing plan for the TIF Entity on December 16, 2015; and

WHEREAS, ad valorem property taxes levied by the Huron-Clinton Metropolitan Authority (the "Authority") are subject to capture under the proposed development and tax increment financing plan; and

WHEREAS, in recent years the Authority has experienced a significant loss in property tax revenue as property values have sharply declined; and

WHEREAS, the Board of Commissioners of the Authority reserve the right to preserve and protect the Authority's tax base across its five-county region; and

WHEREAS, the Board of Commissioners has authorized staff to pursue the avoidance of tax capture by tax increment financing entities to protect the Authority's tax base; and

WHEREAS, Section 18 of Act 280 provides that not more than sixty (60) days after a public hearing on the tax increment financing plan of a Corridor Improvement Authority, "the governing body in a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality proposing to create the authority."; and

WHEREAS, the Board of Commissioners desires to exempt the ad valorem taxes of the Authority from capture by the TIF Entity.

NOW, THEREFORE, BE IT RESOLVED:

1. The Authority hereby exempts its ad valorem taxes from capture by the TIF Entity.
2. The Recording Secretary shall immediately file a copy of this resolution with the Clerk of the Municipality.
3. This Resolution shall take immediate effect and shall remain effective until a copy of a resolution rescinding that resolution is filed with that clerk.
4. Any resolutions or parts of resolutions which conflict with this resolution are repealed and rescinded to the extent of such conflict.

The following aye votes were recorded:

The following nay votes were recorded:

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on January 14, 2015.

\_\_\_\_\_  
Recording Secretary



**HURON-CLINTON METROPOLITAN AUTHORITY  
13000 HIGH RIDGE DRIVE, BRIGHTON, MICHIGAN 48114**

**Response to the City of Dearborn Proposed adoption of the Development Plan  
and Tax Increment Financing Plan for the  
City of Dearborn Dix-Vernor Business District Improvement Authority**

**RESOLUTION EXEMPTING AD VALOREM PROPERTY TAXES FROM CAPTURE**

Upon motion made by Commissioner \_\_\_\_\_

Supported by Commissioner \_\_\_\_\_

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON **JANUARY 14, 2016**, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the City of Dearborn, County of Wayne, Michigan (the "Municipality"), pursuant to Act 280, Public Acts of Michigan, 2005, as amended ("Act 280"), MCL 125.2871 et seq. has established a Corridor Improvement Authority (the "TIF Entity") and proposes to adopt a development and tax increment financing plan; and

WHEREAS, the Municipality held a public hearing on the proposed development and tax increment financing plan for the TIF Entity on December 16, 2015; and

WHEREAS, ad valorem property taxes levied by the Huron-Clinton Metropolitan Authority (the "Authority") are subject to capture under the proposed development and tax increment financing plan; and

WHEREAS, in recent years the Authority has experienced a significant loss in property tax revenue as property values have sharply declined; and

WHEREAS, the Board of Commissioners of the Authority reserve the right to preserve and protect the Authority's tax base across its five-county region; and

WHEREAS, the Board of Commissioners has authorized staff to pursue the avoidance of tax capture by tax increment financing entities to protect the Authority's tax base; and

WHEREAS, Section 18 of Act 280 provides that not more than sixty (60) days after a public hearing on the tax increment financing plan of a Corridor Improvement Authority, "the governing body in a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality proposing to create the authority."; and

WHEREAS, the Board of Commissioners desires to exempt the ad valorem taxes of the Authority from capture by the TIF Entity.

NOW, THEREFORE, BE IT RESOLVED:

1. The Authority hereby exempts its ad valorem taxes from capture by the TIF Entity.
2. The Recording Secretary shall immediately file a copy of this resolution with the Clerk of the Municipality.
3. This Resolution shall take immediate effect and shall remain effective until a copy of a resolution rescinding that resolution is filed with that clerk.
4. Any resolutions or parts of resolutions which conflict with this resolution are repealed and rescinded to the extent of such conflict.

The following aye votes were recorded:

The following nay votes were recorded:

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on January 14, 2015.

\_\_\_\_\_  
Recording Secretary



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Approval – Wayne County Annual Maintenance Permit  
Date: January 7, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the resolution authorizing staff to execute the Wayne County Annual Maintenance Permit A-16088 as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** There are no fees associated with this permit.

**Background:** The Annual Maintenance Permit is a standing permit with Wayne County to occupy the right-of-way of county roads in order to remove, replace, and/or repair Metroparks signage. The design for updated pathfinder signage (directing people to the Metroparks in Wayne County) is complete and a bid will be issued soon seeking a contractor for fabrication and installation. It is a Wayne County requirement that the Metroparks obtain the 2016 annual maintenance permit in order to complete the installation of updated pathfinder signs.

If this resolution is approved by the Board, staff will be required to submit the following documentation to the Wayne County Department of Public Services Permit Office:

- Certified copy of the resolution
- Original permit executed by the individual authorized by resolution
- Copy of Metroparks Certificate of Insurance

**Attachments: 2016 Permit Work Order Request  
Board Resolution**



## PERMIT OFFICE

33809 MICHIGAN AVE  
WAYNE, MI 48184,  
PHONE (734) 595-6504  
FAX (734) 595-6356

72 HOURS BEFORE ANY  
CONSTRUCTION. CALL  
Floyd Spann  
(734) 595-6504, Ext: 2009  
FOR INSPECTION



**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No.

**A-16088**

ISSUE DATE

**1/1/2016**

EXPIRES

**12/31/2016**

REVIEW No.

WORK ORDER

**79394**

## PROJECT NAME

HURON-CLINTON METROPOLITAN AUTHORITY - MAINTENANCE

## LOCATION

VARIOUS

## CITY/TWP

WAYNE COUNTY

## PERMIT HOLDER

HURON-CLINTON METROPOLITAN AUTHORITY  
13000 HIGH RIDGE DR  
BRIGHTON, MI 48114

## CONTRACTOR

## CONTACT

TIM PHILLIPS

(810) 227-2757

## CONTACT

&lt;BLANK&gt;

## DESCRIPTION OF PERMITTED ACTIVIT

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, [www.missdig.org](http://www.missdig.org))

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS TO REMOVE, REPLACE AND/OR REPAIR METRO PARK SIGNAGE.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

<b>FINANCIAL SUMMARY</b>		<b>DEPOSITOR</b>	<b>APPROVED PLANS PREPARED BY</b>
PERMIT FEE .....	\$0.00		PLANS APPROVED BY      DATE PLANS APPROVED
PLAN REVIEW FEE.....	\$0.00		
PARK FEE.....	\$0.00		
OTHER FEE.....	\$0.00		
BOND.....	\$0.00		
INSPECTION DEPOSIT.....	\$0.00	LETTER OF CREDIT DEPOSITO	REQUIRED ATTACHMENTS
OTHER BOND	\$0.00		GENERAL CONDITIONS
TOTAL COSTS .....	\$0.00		SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
TOTAL CHECK AMOUNT			INDEMNITY AND INSURANCE ATTACHMENT
			SAMPLE COMMUNITY RESOLUTION
			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
			<a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a>
CASHIER	DATE		
	1/1/2016		

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

## WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

TIM PHILLIPS  
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>  
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljawad

DATE  
25 of 127

Wayne County Department of Public Services		FUND <div style="display: flex; justify-content: space-around;"><div>1 Number</div><div>ROAD Name</div></div>		NUMBER <div style="font-size: 24pt; font-weight: bold;">79394</div>	
WORK ORDER				DATE ISSUED 1/1/2016	
				DATE REVISED	

TYPE <input checked="" type="checkbox"/> Standing  <input type="checkbox"/> Special	CLASS <input checked="" type="checkbox"/> Recoverable <input type="checkbox"/> Non-Recoverable <input type="checkbox"/> Undetermined	BILLING <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion <input type="checkbox"/> No Bill	ESTIMATED COST Labor Equipment Material	TOTAL
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COMPUTER DESCRIPTION

A-16088 - HURON-CLINTON METROPOLITAN AUTHORITY - MAINTENANCE - WAYNE COUNTY

DETAILED DESCRIPTION OF WORK

ALL COUNTY INSPECTION COSTS INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS, EMERGENCY WORK BY COUNTY FORCES SUCH AS REPAIR OF ROAD, SURFACE DRAINAGE, LIGHTING, BARRICADES, ROAD SIGNS, DAMAGE TO TREES, AND/OR SHRUBS, ETC.

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS TO REMOVE, REPLACE AND/OR REPAIR METRO PARK SIGNAGE.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND DEPOSITOR:

CREDITS:

BOND:                 \$0.00

USE ONLY WITH	
FUNCTION	ACTIVITY
67	032    037
67	109    110
67	111    112
67	113
67	131    132
67	137
67	151    152
67	154    158
67	171    178
67	182    184
67	202
67	271    274
67	275    276
67	303    313
67	461    462
67	463    464
67	527

REMARKS OR OTHER BILLING INSTRUCTIONS

NAME	DIVISION	NO.	SENT	INDIVIDUAL RESPONSIBLE FOR CLOSING WORK ORDER
Ali Aljawad	Permit Office	1		WORK COMPLETION REPORT  Date Completed:  Reported By:  Date Received by Accounting
Richard J. McCarty	Testing Office	1		
Pete Milenkovich	Traffic	1		
Time Office	Norton Yard	1		
				RECORDED IN DATA PROCESSING DEPARTMENT

REQUESTED BY: <div style="text-align: center; margin-top: 10px;">             JANICE CLARKE, PERMIT COORDINATOR         </div>	APPROVED BY: <div style="text-align: center; margin-top: 10px;">             ALI ALJAWAD, DIVISION PERMIT ENGINEER         </div>	APPROVED BY DIRECTOR OF FINANCE:
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RESPONSIBLE SUPERVISOR WILL RETURN THIS WORK ORDER TO THE ACCOUNTING DIVISION WHEN WORK IS COMPLETED.

## RESOLUTION AUTHORIZING EXECUTION OF ANNUAL MAINTENANCE PERMITS

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Resolution No. \_\_\_\_\_

At a regular meeting of the Huron-Clinton Metropolitan Authority Board of Commissioners held on January 14, 2016, the following resolution was offered:

**WHEREAS**, the *Huron-Clinton Metropolitan Authority* (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities and related temporary road closures;

**NOW THEREFORE**, in consideration of the County granting such Permit, the Community agrees and resolves that:

To the extent allowed by law, it will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit, which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit, which has already been issued or activity which has already been undertaken.

**BE IT FURTHER RESOLVED**, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

<u>Name</u>	<u>Title</u>
John C. Hertel	Chairman, Huron-Clinton Metropolitan Authority Board of Commissioners
George Phifer	Director, Huron-Clinton Metropolitan Authority

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners of the *Huron-Clinton Metropolitan Authority*, County of Wayne, Michigan, on January 14, 2016.

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Paul Muelle, Natural Resources and Environmental Compliance Manager  
Subject: Approval – Property Donation  
Location: Lake St. Clair Metropark, Macomb County  
Date: January 7, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' accept the property donation totaling approximately .5 acres, located adjacent to Lake St. Clair Metropark as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

**Fiscal Impact:** Property Donation

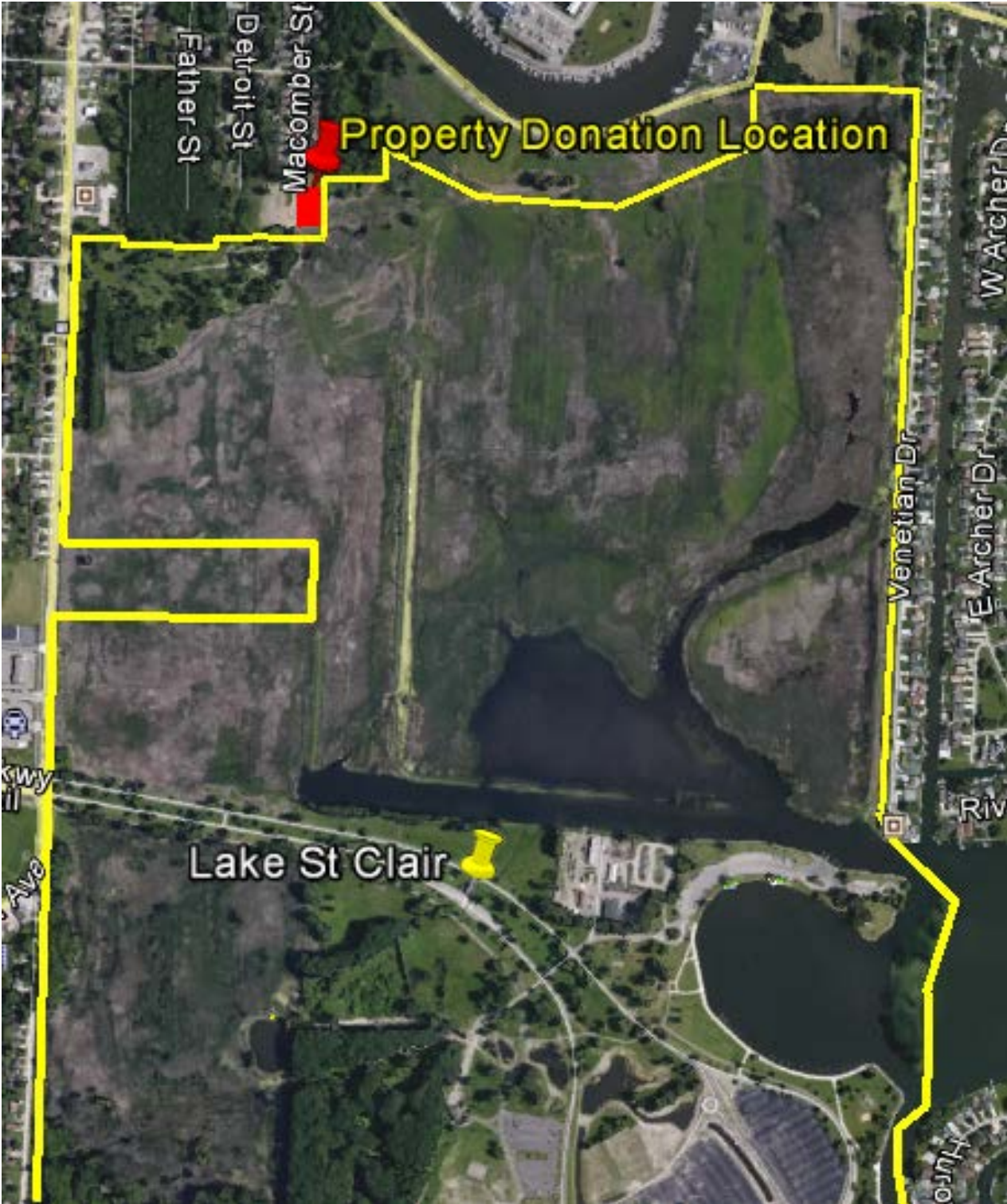
**Background:** In July 2015, Director of Development Molly Bell and Natural Resources and Environmental Compliance Manager Muelle met with a potential donor regarding the donation of property located adjacent to Lake St. Clair Metropark. The Donor is a longtime user of the park system and wishes to support our efforts. The three lots, totaling approximately .5 acres, are located on the east side of Macomber Street, adjacent to property purchased in 2015 through a NOAA and Natural Resources Trust Fund grant.

At the Sept. 10 2015 meeting, the Board directed staff to conduct an environmental investigation of the property. The Phase I and Phase II investigations were completed in November 2015; results indicate no adverse conditions exist and no further investigation is recommended. The current SEV of the property is \$12,600 and was purchased by the current owner in 2010 for \$36,000.



**Attachments: Aerial photos of property location**



Property Location – Lake St. Clair Metropark



Lake St. Clair Metropark

-  Park Boundary
-  Property Location



## Property Location – Lake St. Clair Metropark



Lake St. Clair Metropark

- Park Boundary
- Property Location



GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

121 W. ALLEGAN  
LANSING, MICHIGAN 48933

(517) 371-2577  
Fax (517) 482-9934  
gmcarr@carrlawfirm.com

Mr. John Hertel, Chairman  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, Michigan 48114-9058

January 6, 2016

Dear Chairman Hertel:

The Legislature adjourned on December 18<sup>th</sup> but the Governor has yet to act on several bills passed in the year end session. Under the Michigan Constitution the governor has 14 days, measured in hours and minutes, to act on bills presented to him by the House and Senate. There is no set "time clock" for presentation to the Governor by the Clerk of the House or Secretary of the Senate once legislation has passed both chambers. The customary procedure is to present legislation passed with immediate effect or early effective dates first. While the Governor has signed all the early or immediate effective date bills several controversial items passed in December are still pending.

Yesterday the Governor signed SB 13 eliminating "straight party voting" and other election changes. His message to the Legislature was a clear request to also pass pending House legislation allowing "no reason absentee voting". As leverage, he is holding off any action on SB 571 pending an agreement with legislative leadership on absentee voting reforms. One option the Governor's office is openly exploring is the use of the Constitutional "Pocket Veto" of SB 571 while the legislature is adjourned. SB 571 was an 11<sup>th</sup> hour effort to prohibit local governments, including HCMA, from utilizing governmental resources in election advocacy and advertising. Several members of the Legislature who voted for the bill are now publically calling for either a veto or immediate substantial changes if the bill is signed.

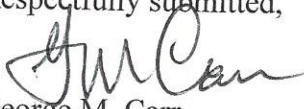
Even with the controversy on elections, the 2015 session saw no major legislative impacts on the Metroparks. We are currently tracking 8 House bills and 15 Senate bills with potential impact on the Metroparks. All legislation not sent to the Governor carries over to 2016 and we expect over 200 additional introductions this year.

On the regulatory front, the City of Flint water situation could have expanding effects on all public water supply systems including HCMA. The Flint situation has already claimed the resignation of MDEQ Director Dan Wyant and a member of his staff. MDNR Director Keith Creagh has been appointed interim MDEQ Director by the Governor. The entire Flint situation is now under review by a Governor's Review Team and under investigation by the US Department of Justice.

HCMA has municipal water service and over 100 potable water wells serving a wide range of needs including drinking water for the public. The early findings from the Flint situation show the MDEQ Water Division suffers from fundamental competency challenges including the inability to identify and apply appropriate drinking water regulatory standards. The Metroparks have an excellent record for water safety largely the result of our professional in-house staff. That record will be important as the Flint water debate continues through the summer and into the November elections.

The Legislature will reconvene January 13<sup>th</sup> and resume their normal session calendar until the summer election recess in early June. No major activity is expected prior to the Governor's State of the State Address on January 19<sup>th</sup>.

Respectfully submitted,



George M. Carr



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 502-15-662  
 Project Title: Approval – Seawall Replacement and Marina Accessible Docks  
 Project Type: Capital Improvement  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: January 7, 2016

### Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 502-15-662 to the low responsive, responsible bidder, LaBelle Development, in the amount of \$937,277; and (2) transfer \$690,877 from the Fund Balance to cover the full cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The 2015 budget included \$801,000 to fund the majority of the two projects. As the projects were not started in 2015, these unspent funds were returned to Fund Balance. The 2016 budget only included \$246,400 to complete the project. At this time, \$690,877 in additional funds will need to be transferred from the Fund Balance.

**Scope of Work:** Work includes the installation of 663-feet of galvanized steel sheet pile, installation of an accessible dock in the south marina, as well as upgrading the existing lighting.

**Background:** The existing section of failing seawall is located between the north and south marinas. The existing 10-gauge thick section being replaced was originally installed in 1970 and is 45-years-old.

There is still approximately 1,400 feet of 8-gauge seawall adjacent to this project in the north marina that was installed in 1971. This thicker section is currently not failing and will be monitored in subsequent years. The sections to the south through the south marina were installed in 2009 and to the point in 1987.

Also included with this project is the installation of a floating accessible dock in the south marina and upgrading the existing walkway lighting from the project area through the south marina as well as alternate bid price to replace the point lighting to more efficient LED luminaries.

The replacement of the marina point lighting was not originally budgeted in the scope of the of the seawall replacement project, but was added to address the age and inefficiencies of those existing lights. The cost to replace the additional 28 light poles and luminaires is \$72,100, which is a part of the \$937,277.00 cost.

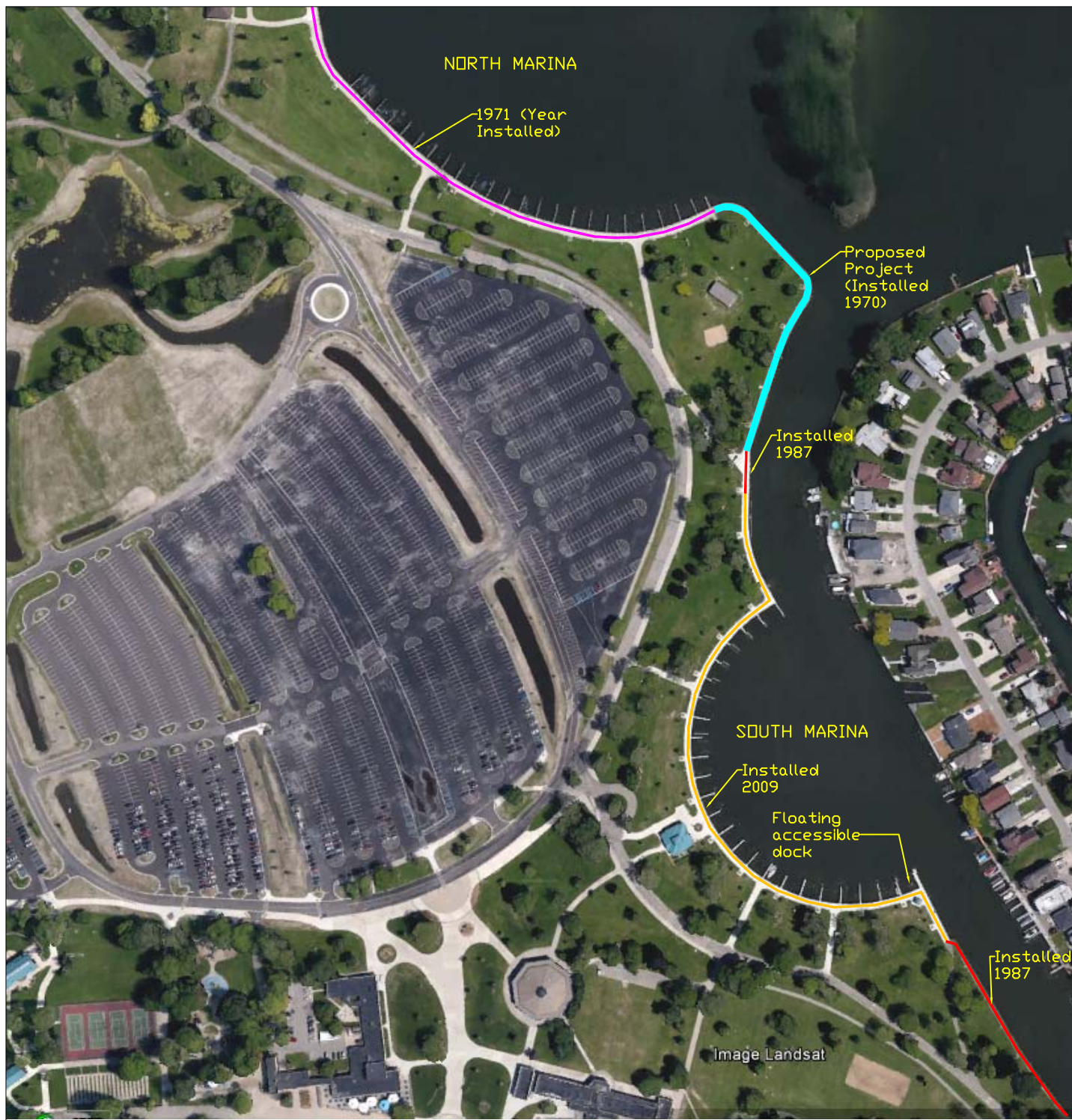
**Lake St. Clair Seawall Replacement**  
**Page 2**

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<b><u>Contractor</u></b>	<b><u>City</u></b>	<b><u>Amount</u></b>
LaBelle Development	Macomb	\$937,277.00
Dean Marine & Excavating	Mount Clemens	\$993,242.00
Fisher Contracting Company	Midland	\$1,021,425.00
Budget Amount for Contract Services and Administration		
Seawall Replacement (2016 funding)		\$222,000.00
Marina Accessible Dock (2016 funding)		<u>\$ 24,400.00</u>
Total		\$246,400.00
Contract Amount Labelle Development		\$937,277.00
Contract Administration		<u>\$ 30,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$967,277.00

*This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Construction News Service, HCMA website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.*

**Attachment: Aerial photo of seawall location**



Date Installed

- 1971 ———
- 1970 ———
- 1987 ———
- 2009 ———



Lake St. Clair Seawall installed in October 2009







## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Mike Brahm-Henkel, Manager of Engineering  
**Subject:** Approval – Engineering and Architectural Design Services Proposal  
**Project No.** RFP 5509-15  
**Project Title:** Stony Creek Boat Launch Redevelopment  
**Location:** Stony Creek, Macomb County  
**Date:** January 7, 2016

### **Action Requested: Motion to Approve**

That the Board of Commissioners' accept the proposal from Anderson, Eckstein and Westrick (AEW) dated August 12, 2015 in the amount of \$105,500 for engineering and architectural design services for the redevelopment of the Stony Creek Metropark boat launch site as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is a 2016 budgeted project approved by the Board at the Nov. 12, 2015 meeting.

**Background:** Proposals were requested for architectural and engineering design services for the demolition of the existing 1,317 square-foot boat launch building and associated site, along with the development and construction of a new multiuse, year-round public facility estimated at 3,300 square feet.

The existing boat launch building was built in 1969 and is currently used as a warming and restroom building for skaters in the winter and a gathering spot for small groups and boaters in the summer. The building does not meet the current American with Disability Standards (ADA) and is in need of expansion to provide more restroom facilities and services for the public.

This existing area and the parking lot was primarily designed for boaters, however, many others including walkers, bikers, picnickers, park special events and weddings are now using this area, which has become very popular. The facility and its surroundings is in need of revitalization, and now is the optimum time to reevaluate and build in the appropriate infrastructure to support those services, which can be a value added facility for years to come. With the recent completion of the boat storage facility across the road, this valuable waterfront area is available for park patrons, and these recommended updates will continue to increase the usage of this area.

The purpose of the new facility will be to provide expanded services including light food service, restrooms, storage, concessions and a covered outside seating area. In addition, the design will include the reconfiguration of the existing parking lot, boat launch entrance drive, storm drainage, utilities, bike trail realignment, soft launch, ADA launch and adjacent picnic area. The consultant will work with the owner to develop and provide recommendations for a comprehensive site plan. As part of the redevelopment, the existing seawall is proposed to be replaced with riprap shoreline. However, an evaluation of the existing sheet pile will be investigated to assure feasibility in relation to the lake and existing dam. It may be necessary to phase-in the project construction over subsequent years.

**Stony Creek Boat Launch Development**  
**Page 2**

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<b><u>Design Firm</u></b>	<b><u>City</u></b>	<b><u>Amount</u></b>
Anderson, Eckstein and Westrick (AEW)	Shelby Township	\$105,000.00
DLZ	Lansing	\$368,000.00
Stantec	Ann Arbor	*\$68,200.00
<i>*Schematic Design only does not include Design</i>		

2016-Budgeted Amount for Design, Contract Services and Administration	\$708,000
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Proposed Design Work Order Amount	
Design Services- AEW	\$105,000
Contract Administration	\$20,000
Total Proposed Design Work Order Amount	<u>\$125,000</u>

*Development, Construction Documents, Bidding Phase, or Construction phase services.*

*The following firms received Request for Proposal documents but did not submit proposals:  
Johnson and Anderson, OHM, FTC&H*

**Attachment: AEW Design Proposal**  
**AEW Cost Proposal**

**PROPOSAL FOR STONY CREEK BOAT LAUNCH  
DEVELOPMENT AT STONY CREEK METROPARK**  
*RFP No. 5509-15 STBTLNCH*



*Engineering Strong Communities  
for those who  
GET OUT and play*

**Prepared for:**  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
Engineering Department  
13000 High Ridge Drive  
Brighton, Michigan 48114

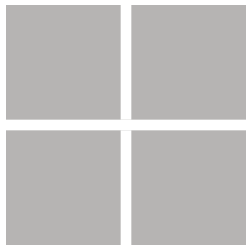
August 12, 2015

Civil Engineers  
Surveyors  
Architects

**Anderson, Eckstein and Westrick, Inc.**







*Proposal for Huron-Clinton Metropolitan Authority*

***PROPOSAL FOR STONY CREEK  
BOAT LAUNCH DEVELOPMENT  
AT STONY CREEK METROPARK***

***RFP No. 509-15 STBTLNCH***

*Prepared by Anderson, Eckstein and Westrick, Inc.*

*August 12, 2015*



## ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

August 12, 2015

Huron-Clinton Metropolitan Authority  
Engineering Department  
13000 High Ridge Drive  
Brighton, Michigan 48114

Reference: Request for Proposal - Stony Creek Boat Launch Development  
RFP No. 509-15 STBTLNCH

Honorable Review Committee:


Thank you for considering Anderson, Eckstein and Westrick, Inc. (AEW) for the Stony Creek Boat Launch Development and Stony Creek Metropark. Our enduring pledge to the Huron-Clinton Metropolitan Authority (HCMA) is evidenced through decades of service dedicated to building, maintaining, and enhancing your recreation areas. As such, it is with great interest and sincere commitment, that we submit our qualifications and proposal.

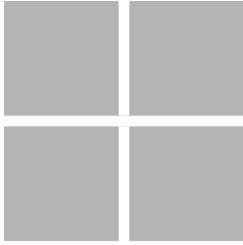
Our team, lead by Kyle M. Seidel, PE, CFM, with Stephen V. Pangori, PE serving as the secondary contact, offers unique understanding of HCMA's standards and preferences.

We pride ourselves on the long term relationships we have with our clients, which have developed through trust and quality services that have been provided for more than 47 years. AEW strives to provide the best option for each client, according to their specific needs and goals. Therefore, we understand the importance of using every dollar wisely, and strive for cost effective options that result in responsible and dependable solutions.

This submittal is an overview of our abilities to meet your service needs, as detailed in the Request for Proposals document. We believe our team of qualified professionals is the best choice for this project and commit that we will serve with honesty, integrity, and dedication. We look forward to the opportunity of further discussing our ability to assist you, and the prospect of continuing our relationship.

Sincerely,

  
\_\_\_\_\_  
Kyle M. Seidel, PE, CFM  
Senior Project Engineer  
\_\_\_\_\_  
Stephen V. Pangori, PE  
Executive Vice President



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**HURON-CLINTON METROPOLITAN AUTHORITY  
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**Design Project Title: Stony Creek Boat Launch Development**

**Park Name(s): Stony Creek Metropark**

**Park Address: 4300 Main Park Road, Shelby Township, MI , 48316-4907**

**RFP No.:509-15 STBTLNCH**

**Issue Date:July 29, 2015**

**Response Date:Aug, 12, 2015**

**PROPOSAL DUE TIME: By 2:00 PM (local time)**

**LOCATION:** Huron-Clinton Metropolitan Authority  
Department of Assets and Development  
13000 High Ridge Drive  
Brighton, Michigan 48114  
(810) 227-2757

**DESCRIPTION:** The Huron-Clinton Metropolitan Authority is issuing a Request for Proposal (RFP) to qualified professional consulting firms to perform services as detailed in Attachment A, Statement of Work.

**INDEX:** Included in this RFP are the following:

- RFP Form (this form)
- Attachment A – Statement of Work (and attachments, if any)
- Attachment B - General Procedures for Coordinating Architectural and Engineering Consultant Services
- Attachment C – Standard Authority Professional Services Agreement form (for information only)
- Attachment D –Concept Plan Drawings
- Attachment E- Record Drawings ( for information purposes only)
- ☐ A copy of the complete RFP is available from the Michigan Inter-governmental Trade Network (MITN) website: [www.mitn.info](http://www.mitn.info)
- ☐ A copy of the complete RFP is available from the Authority's Engineering Department, 13000 High Ridge Drive, Brighton, Michigan 48114.
- ✓ A copy of the complete RFP has been provided to qualified professional consulting firms

Proponents responding to this RFP are strongly encouraged to carefully read the entire RFP.

Direct inquiries regarding this RFP to Mike Brahm-Henkel, Manager of Assets and Development,

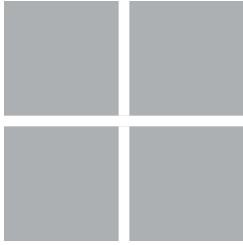
at (810)494-6057 or Email:mike.brahm.henkel@metroparks.com

This Proposal is Offered By: Name: Anderson, Eckstein and Westrick, Inc.

Address: 51301 Schoenherr Road

City, State: Shelby Township, Michigan Zip: 48315

Phone: 586-726-1234 Email: kseidel@awinc.com or spangori@awinc.com



## ***General Information and Project Team***

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### ***Firm Name, Address and Federal Identification:***

Name: Anderson, Eckstein and Westrick, Inc. (AEW)  
Address: 51301 Schoenherr Road, Shelby Township, Michigan 48315  
Federal I.D.: 38-1904829

### ***Office Locations:***

To better serve our clients, in addition to our corporate office referenced above, we maintain two (2) field offices at the following locations:

28351 Gratiot, Suite 10, Roseville, Michigan 48066  
17322 Farmington Road, Livonia, Michigan 48152

### ***Subconsultants:***

AEW is fully capable of completing all requested services associated with this proposal request. Therefore, subconsulting services will not be utilized. If additional soil borings and recommendations are required, we will coordinate these efforts with the owner.

### ***Organization of the firm:***

AEW is a Corporation licensed to operate in the State of Michigan.



## ***Understanding of Project and Tasks***

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Huron-Clinton Metropolitan Authority (HCMA) is requesting proposals for Architectural and Engineering Design Services associated with the demolition of the existing boat launch building, along with the development and construction of a new year round multiuse public facility at Stony Creek Metropark, including the reconfiguration of the existing parking lot, boat launch entrance, storm drainage, utilities, bike trail realignment, soft launch, ADA launch, and adjacent picnic area. This new building is intended to serve as a year round public facility offering light food service and concessions, storage, public restrooms, and outdoor covered seating. Additionally, recommendations are requested regarding the feasibility of replacing the existing seawall with rip rap shoreline.

Anderson, Eckstein and Westrick, Inc. (AEW) has a long standing relationship with the HCMA. Past experience of note includes the design and construction of the Lake St. Clair South Marina. This project included approximately 2,000 linear feet of new seawall, a new 15 foot wide sidewalk promenade, replacement of 25 finger piers, new boat slip electrical and water service pedestals, a new harbor master station, a new comfort station, site furnishings, and landscaping.

AEW has reviewed the Request for Proposals document, and understands that the scope of services is anticipated to include, but may not be limited to the following items:

### ***Project Scope***

The selected consultant will provide the design, drawings, and technical specifications for a new, 3,300 square foot boat launch building after demolition of the existing 1,317 square foot building is completed. The design efforts include the following components:

- Preliminary site investigation / meeting with HCMA staff
- Site evaluation, including all services and coordination for survey, geotechnical, and site plan approval
- Review of existing building, compliance regulations, and any relevant documents
- Preparation of drawings for construction of the proposed construction
- Preparation of technical specifications and cost estimates for construction



## ***Understanding of Project and Tasks***

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- Submission of plans for the appropriate approvals and permits to construct

### ***Anticipated Roles***

Based upon the information presented in the Request for Proposals (RFP) document, AEW also understands that the following roles are anticipated during the design, bidding, and construction phases.

### **Design Phase**

- AEW will
  - » Attend periodic (monthly or as necessary) design progress meetings
  - » Coordinate all necessary survey, topographic, and geotechnical services
  - » Prepare drawings and technical specifications
  - » Provide signed and sealed drawings by an Engineer licensed in the State of Michigan
  - » Prepare preliminary and pre-bidding cost estimates
  - » Provide reproducible copies of construction documents to HCMA, hard copy and electronic
  - » Maintain notes or minutes of design progress meetings
  - » Coordinate, prepare, and submit the necessary permitting applications and documents
- HCMA will:
  - » Provide record drawings, as-builts as available
  - » Provide its standard specifications and drawing details where applicable, (e.g. civil details and specifications, landscape architectural specifications, certain plumbing and mechanical fixtures and equipment, etc.)
  - » Coordinate necessary local site plan approvals
  - » Prepare front-end documents, including advertisement, general conditions, supplemental GCs, Division 1 documents, bond forms and related items



## *Understanding of Project and Tasks*

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### **Bidding Phase**

- AEW will
  - » Prepare addenda and answer bidder's technical questions as necessary
  - » Review low bidder's qualifications and provide recommendation for award, if requested
- HCMA will:
  - » Coordinate public advertisement for bids through several construction reporting outlets
  - » Assemble contract documents and prepare them for distribution
  - » Coordinate the distribution of bidding documents to bidders, and to coordinate the maintenance of plan holder lists
  - » Coordinate the distribution of addenda to plan holders
  - » Receive sealed bids, publicly open bids, read them aloud, and prepare bid tabulation

### **Construction Phase**

- AEW will
  - » Provide design office support: prepare bulletins, respond to RFIs, review submittals, review change orders and contractor pricing
  - » Attend periodic (monthly or as necessary) construction progress meetings
  - » Assist in preparation of pre-approval punch lists and final walk-through
- HCMA will:
  - » Provide contract administration/ resident engineer/ daily construction inspection services
  - » Prepare construction pay estimates

In subsequent sections of this submittal, we elaborate on our approach to complete this project. We believe our professional team, experience, project approach and communication plan are the right combination to ensure the project is successful. As an example of our abilities, we have included several samples of similar work within the "References" section for your consideration. Each profile details project information and includes client contact information.



## ***Management Summary and Work Plan***

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Having provided professional engineering services for over 47 years, Anderson, Eckstein and Westrick, Inc. (AEW) understands that successful project development and implementation is accomplished with proper planning, effective communication, and realistic objectives. This requires taking a proactive look at the “whole picture” while making provisions to accommodate changes.

Above all, AEW fully understands that the success of any project is predicated upon a thorough understanding of the client’s expectation through all facets of the project, particularly effective communication at all levels. We are confident that our approach to project design and management will effectively address the HCMA’s consulting engineering needs, with quality, cost effective results. In response to HCMA’s request, and in conjunction with our understanding of HCMA’s needs, AEW proposes the following approach to service delivery.

### ***Project Kick-off Meeting***

AEW will meet with key HCMA personnel to confirm scope, schedule, and expectations, as well as review available documentation, introduce the project team, and establish a project communication plan. The kick-off meeting provides an opportunity to have an in-depth discussion regarding the project goals, pertinent construction issues, and scheduling considerations. Additionally, while at Stony Creek Metropark, the project team can visit the site to observe and discuss areas of concern.

### ***Preliminary Investigation and Research***

AEW will visit the site and meet with key HCMA personnel to collect the following information:

- Record plans and reports for the existing site, including utilities and franchise utilities.
- Interview personnel regarding current operations and user needs
- Consult regulatory guidelines for ADA compliance for boating facilities
- Verify topographical survey data and confirm design concepts.

### ***Topographic Survey***

AEW understands that they may be required to provide the topographical



## ***Management Summary and Work Plan***

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surveying services associated with this project. The topographical survey will be the basis for developing the design.

### ***Schematic Design***

Utilizing the data collected, including the geotechnical tests and topographical surveys, AEW will develop up to three conceptual alternatives with associated costs estimates. These will be submitted to HCMA for comments and concurrence prior to AEW continuing with the final design.

### ***Final Design***

After review of the preliminary plans with HCMA, AEW will prepare the project construction plans, incorporating comments received during the preliminary review process. The final plans will incorporate the following:

- HCMA comments from the preliminary plan review
- Details needed to meet local requirements
- Details and notes needed to construct the project
- Construction phasing
- Construction staging and sequencing
- Soil Erosion and Sedimentation Controls needed to obtain a construction permit
- Design details to obtain approval from the Michigan Department of Environmental Quality
- Quantities of work items
- Restoration of the project area

The final plans will be submitted to HCMA for a 90% complete review.

### ***Final Construction Documents***

Following the 90% review meeting, the final plans, specifications, and cost estimate will be finalized. All review comments will be incorporated into the plans.

Final plans will be submitted to the appropriate local agencies for review and approval. All review fees will be paid by AEW and submitted to HCMA as a reimbursable expense. Final permit fees will be the responsibility of the contractor.



## ***Management Summary and Work Plan***

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Special provisions will be drafted, for inclusion in the contract documents, detailing specific pay items and work. An engineer's estimate of cost will be prepared based upon the items of work quantified on the plans.

### ***Constructability Review***

At various stages, AEW will review the plans and contract documents for conformance with the project scope, staging, and completeness. Issues that will be reviewed include, but are not limited to:

- *Check of Topographic Survey:* While evaluating each of the project sites, AEW will visually check the location of the utilities and other features to ensure they will not present significant conflicts with the proposed construction.
- *Staging and Sequencing:* Throughout the course of the project design effort review process, we will ensure that the staging and construction sequencing is manageable, and conducted with minimal disruption to the facilities. We will consider vehicular traffic, pedestrians, and maintenance operations.
- *Overall Consistency and Completeness:* The plans and specifications will be checked against each other for consistency, completeness, work quantities, correct use of pay items, and constructability. Any discrepancies will be corrected prior to bidding.
- *Quality Control:* To achieve quality control efforts, an independent team, not involved with the project, will review the plans and specifications for consistency with company standards and governing agency guidelines, consistency, completeness, and constructability.

### ***Bidding***

While the project is being publicly bid, AEW will be available to answer bidder questions regarding the project. We will review the significant questions with HCMA for concurrence on any items requiring issuance of an addendum. All addenda will be prepared by AEW, and forwarded to HCMA for concurrence. Additionally, we will review the bidders qualifications and make recommendations for a contract award.



## ***Management Summary and Work Plan***

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### ***Construction Phase***

AEW's role during the construction phase will be to provide assistance and support to HCMA staff, including:

- Attend the preconstruction and progress meetings and maintain meeting notes
- Review submittals and prepare bulletins
- Respond to requests for information
- Review proposed contract modifications
- Make periodic site visits including a final walk through

## Schedule

The project schedule is a key component in the successful completion of every project.

A full understanding of the schedule, from the initial design to placing the facility into service, allows us to accelerate or adjust our efforts to achieve various project milestones. Such milestones will be confirmed at the initial project kick-off meeting.

In an effort to achieve the project schedule outlined in the Request for Proposals (RFP), we have developed the following timeline:

Task Description	Estimated Timeframe											
	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	
Authorization	X											
Pre-Design Meeting												
Schematic/Concept Design Complete; Submit to HCMA												
Owner Approval Schematic/Concept Design												
50% Design Complete; Submit to HCMA												
Task Description	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	
Owner 50% Review Comments to AEW												
90% Design Complete; Submit to HCMA												
Owner 90% Review Comments to AEW												
Drawings and Technical Specifications to HCMA												

X = 1 day

■ = 1 week

## Key Personnel

AEW assigns primary and secondary contacts for client and project management. These contacts are key employees and principal engineers authorized to represent AEW, with experience commensurate with the needs of the community. Together, they ensure effective communication, quality control and uninterrupted service.

AEW Contacts	
<b>Client Manager and Primary Contact:</b> <b>Kyle M. Seidel, PE, CFM</b> <i>Senior Project Engineer</i> <b>kseidel@aewinc.com</b> <b>Cell: (586) 914-4354</b>	<b>Principal in Charge and Secondary Contact:</b> <b>Stephen V. Pangori, PE</b> <i>Executive Vice President</i> <b>spangori@aewinc.com</b> <b>Cell: (586) 855-9551</b>
51301 Schoenherr Road, Shelby Township, Michigan 48315 (586) 726-1234 Telephone (586) 726-8780 Fax www.aewinc.com	



**Kyle M. Seidel, PE, CFM**, a senior project engineer with responsibilities including design, layout and management for municipal, commercial, as well as residential projects. With more than 17 years of experience, Kyle is skilled in the design of water mains, sanitary/storm sewers, detention facilities, pump stations, road improvements and drain modifications, and hydrologic and hydraulic studies.

But more than that is his dedication to the preservation and quality of our water resources. As such, he has been involved in the analysis, design and construction of numerous recreation areas and their amenities, such as bike paths, marinas, streambank stabilization, athletic tracks and fields, along with community parks. His current involvement with HCMA includes the design and construction of ADA accessible floating piers at the Lake St. Clair Metropark. With this extensive knowledge and experience, Kyle will serve as the Project Manager, providing project oversight for the team. He will coordinate the work of AEW personnel in accordance with expertise, experience and cost effective solutions.

## *Key Personnel*

**Stephen V. Pangori, PE**, is a principal engineer with over 27 years at AEW. Steve has extensive experience with MDOT projects, a strong municipal engineering background, and represents our firm as municipal engineer for several of our client communities. Projects have consisted of road resurfacing/replacement, water main/sewer replacements and drain enhancements. With this knowledge, Steve will oversee quality assurance and control measures.

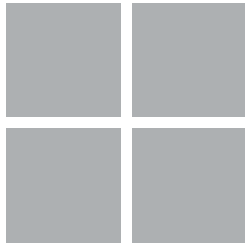


### **Jason R. Arlow, AIA, LEED**

**AP**, provides personalized architectural design, documentation preparation, and construction administration services for recreational facilities and areas, including amphitheaters, along with municipal buildings, fire stations, police stations, libraries, schools, churches, and more. With 15 years of experience, and LEED accreditation, Jason brings creativity, considerations for a natural and healthy environment, as well as a track record of successful projects to the team.

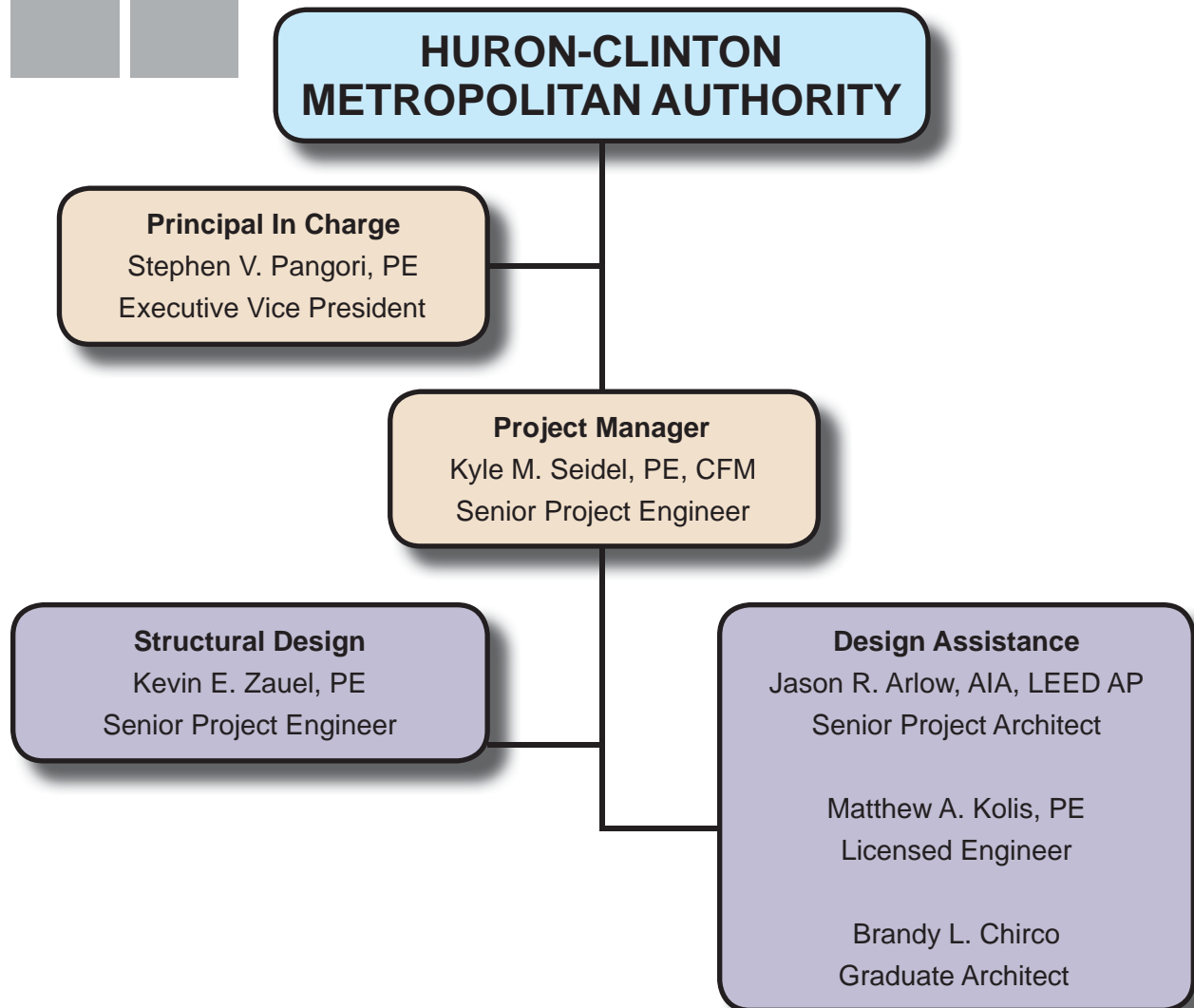
### **Communication**

On the following page, we have provided an organization chart, which shows team relationships and offers a visual of the intended communication plan for this project.



## *Team Organization and Communication*

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## *Kyle M. Seidel, PE, CFM - Senior Project Engineer*

### **Education:**

B.S. Civil Engineering,  
1997  
Michigan Technological  
University

### **Professional Registration:**

Professional Engineer  
Michigan, 2001

### **Professional Certification:**

Certified Floodplain  
Manager

### **Professional Membership:**

Michigan Stormwater  
Floodplain Association

Association of State  
Floodplain Managers

### **Professional Development:**

Mike SWMM Workshop  
Danish Hydraulic Institute

Road Stream Crossings:  
Environmental and  
Hydraulic Consideration  
for Bankfull Design  
Michigan Local Technical  
Assistance Program

Leadership Macomb XVI



Joining our firm in 1997, Mr. Seidel concentrates on municipal engineering and the study of hydraulics/hydrology. With focus on site development and design, current responsibilities include design, layout, and management for municipal, commercial, as well as residential projects. More than 17 years of experience includes the design of water mains, sanitary/storm sewers, detention facilities, pump stations, marinas, road improvements, drain modifications and water/sewer rate studies, as well as QA/QC and oversight for ground water sampling and reporting.

Kyle has also participated in the hydraulic design of bridges, culverts, levees, floodwalls, reservoirs, pump stations, along with drain modifications including improvements, relocations and enclosures. Furthermore, he is accomplished in the preparation of elevation certificates, hydraulic reports, in addition to numerous Letters of Map Revisions (LOMR).

Software capabilities include the use of TR-20, TR-55, the Michigan SCS Method, HEC-2, HEC-RAS, HEC-HMS, WMS StormCAD, SWMM, along with Autodesk Land Desktop.

Additional knowledge and experience consists of water quality sampling, data analysis, project estimating, utility rate and feasibility studies, contract documents, as well as contract administration.

### **SPECIALTY AREAS:**

**Engineering Design:** Accomplished in all aspects of site design for municipal and private projects. Provides multiple services, including site design, site infrastructure feasibility studies, project cost estimates and engineer plan reviews.

**Hydraulics/Hydrology:** Completed numerous studies for floodplain mitigation and streambank stabilization projects. Skilled in the hydraulic design of bridges, culverts, floodwalls plus other structures utilized to increase development compatibility with bodies of water. Also a certified floodplain manager, Kyle is knowledgeable in the processes related to building construction within the floodplain and required permits associated with Federal Emergency Management Association (FEMA), Michigan Department of Environmental Quality (MDEQ) and the U.S. Army Corps of Engineers.

## Stephen V. Pangori, PE - Principal Engineer

### Education:

B.S. Civil Engineering, 1987  
Michigan State University

### Professional Registration:

Professional Engineer  
Michigan, 1992  
Wisconsin, 1994

### Professional Membership:

American Society of  
Civil Engineers

ACEC Risk Management  
Committee Chairman  
April 2008 - Present

ACEC-MI  
Board of Directors - Member  
July 1, 2011 - Present

### Professional Development:

Principals Bootcamp  
PSMJ Resources, Inc.

Project Manager Bootcamp  
PSMJ Resources, Inc.

HEC-2 Floodplain Hydraulics  
Pennsylvania State University

HEC-1 Floodplain Hydrology  
University of Texas

Hydraulics of Bridges and  
Culverts, Michigan DNR

Roadside Design Guide  
Michigan Technological  
University

Leadership Macomb XVII

### Community Involvement:

ACE Mentor - Michigan  
Board of Directors

ACE Mentor - Michigan  
(Oakland Team)  
October 2008 - June 2011

ACE Mentor - Michigan  
(Mount Clemens Team)  
January 2014 - Present



Upon his graduation from Michigan State University in 1987, Mr. Pangori joined AEW. In the five years preceding his licensure in 1992, Stephen's experience included construction observation; retail, health care and industrial site design; hydraulic studies for bridge replacements, drain improvements and Letters of Map Amendments/Revisions (LOMA/LOMR); bridge condition inspections, reinforced concrete bridge design, along with various municipal engineering projects such as parks/recreation developments, water main/sewer replacement, storm water management and street repairs/resurfacing/replacement projects.

Shortly after becoming licensed in 1992, Mr. Pangori became a shareholder in the firm and became the client manager for the City of Eastpointe. The City of Harper Woods was added to his management duties in 1994, the City of Grosse Pointe in 2002, the City of St. Clair in 2004 and the City of Marysville in 2008. As a client manager, Stephen is responsible for providing sound engineering advice to these municipalities, day-to-day engineering duties and quality assurance for the services provided by the firm.

Mr. Pangori was elected to the Board of Directors in 2001, and is currently an Executive Vice President who shares the responsibility for management and oversight of AEW's Municipal Engineering Services with two other Executive Vice Presidents.

### SPECIALTY AREAS:

**Municipal Engineering:** With over 27 years of experience in municipal engineering, Mr. Pangori has broad knowledge and experience in managing infrastructure, master planning, review/approval/permitting of developments, design/construction administration of water main, sewer and road rehabilitation/reconstruction projects, development of capital improvement programs, and project funding through the Transportation Improvement Program, Enhancement Grants, Safety Grants, Community Development Block Grant Program, State Revolving Fund, Michigan Department of Environmental Quality, Michigan Department of Natural Resources, Environmental Protection Agency and Michigan Department of Transportation.

## Kevin E. Zael, PE - Senior Project Engineer

### Education:

B.S. Civil Engineering, 1991  
Michigan Technological  
University

### Professional Registration:

Professional Engineer  
Michigan, 1997

### Professional Membership:

American Institute of  
Steel Construction

American Concrete Institute  
Greater Michigan Chapter

Structural Engineers  
Association of Michigan

### Professional Development:

Bridge Element Inspection  
and Annual Conference  
(2014) LTAP

Confined Space Entry  
Training (2012) OSHA

ACI 318-11 Building Code  
Seminar - ACI/PCA

2011 MDOT Bridge Load  
Rating Workshop

Local Concrete Seminar  
(2011) MCA

Designing and Retrofitting  
Bridges for Active  
Transportation (2011) APBP

Engineered Masonry Joint  
Design (2010) SEAMI

Fracture Critical Inspection  
Techniques for Steel Bridges  
(2009) FHWA and NHI

LRFR Load Rating (2008)  
FHWA and MDOT

Safety Inspection of  
In-Service Bridges (2007)  
FHWA and NHI

LRFD Highway Bridge  
Design (2007)  
University of Wisconsin



Mr. Zael leads our structural engineering department with 24 years experience and serves as lead engineer and project manager for both private and public clients on a broad range of projects. In addition to stand-alone consulting services, Kevin provides essential internal support to other AEW project managers leading architectural and civil-focused projects as well.

Responsibilities include the preparation of proposals, estimates, investigations/reports and contract documents/specifications, along with construction administration services. As a valuable member of our team since 2006, Kevin incorporates knowledge of both AutoCAD Civil/Architectural and MicroStation CAD platforms, with a wide range of industry standard design software, in the plan development process.

Experience includes various structures consisting of concrete, steel, timber and masonry materials and foundations ranging from shallow spread and wall footings, to deeper drilled pier and driven pile foundations. Previous project experience consists of the design, analysis and/or rehabilitation of commercial/educational/industrial buildings, vehicular/pedestrian bridges and boardwalks, waste treatment plants, municipal infrastructure projects, as well as equipment support structures.

### SPECIALTY AREAS:

**Bridge Inspection/Design:** Certified in the safety inspection of in-service bridges, Kevin performs bridge inspections, scour analysis, and load rating for several local agencies in accordance with Michigan Department of Transportation (MDOT) and federal requirements. Kevin has assisted communities with receiving funding through the MDOT Local Bridge Program, as well as designing and administering other replacement or rehabilitation projects. **Throughout his career, Kevin has overseen hundreds of bridge inspection, reconstruction and rehabilitation projects.**

**Automotive/Industrial Facilities:** Having over 15 years of experience in the Automotive/Industrial market, Kevin has completed numerous projects for several leading manufacturers ranging from process changeovers to complete design services for new facilities or additions. Additional proficiency includes steel truss design and reinforcement, crane runway upgrades, conveyor/slab loading analysis, and stamping press, pit and floor replacement.

## *Jason R. Arlow, AIA, LEED AP - Senior Project Architect*

### **Education:**

Masters of Architecture, 2004  
Lawrence Technological  
University

B.S. Architecture, 2000  
Lawrence Technological  
University

A.S. Applied Science  
Architectural and Construction  
Technology, 1997  
Baker College

### **Professional Registration:**

Registered Architect  
Michigan, 2007

NCARB Certified  
Registered Architect  
Michigan, 2005

### **Professional Membership:**

American Institute of Architects  
(AIA)

### **Professional Certification:**

Leadership In Energy and  
Environmental Design (LEED)

### **Professional Development:**

AutoDesk Architectural Desktop  
AEC Cadcon

Autodesk Revit Architecture  
Fundamentals  
IMAGINiT Technologies

Masonry Techniques  
Masonry Institute of Michigan

Project Management  
Bootcamp, 2008  
PSMJ Resources, Inc.

Leadership Macomb

Adobe Photoshop CS5

Pipeline Emergency Response  
and Awareness for Excavator  
Operations



Mr. Arlow provides architectural design for new buildings and renovations on public and private developments. Since joining our firm in 1999, Jason has been an active participant in the development and design of municipal, commercial, industrial, educational as well as religious facilities. These projects have included the renovation of schools, municipal buildings, development of office/shopping centers along with operation/maintenance facilities. As a LEED accredited professional, Jason promotes the idea of "green design" to minimize the use of resources for a healthier environment.

Experienced in numerous facets of design work, such as schematic, design, development, construction documents/details, in addition to shop drawing reviews. Attends progress meetings to ensure effective communication throughout the construction process while focusing on meeting client needs and requirements. Jason has also constructed scale replicas and created three-dimensional computer generated models for such projects as office buildings, libraries, recreational buildings and churches, which brings a better understanding and perspective to the design process and final product.

With 16 years of experience, and as a skilled draftsman, who has worked directly with civil and structural engineers on buildings, site and bridge projects, he has a strong understanding of how these principles combine with architectural design to create a functional and aesthetically pleasing structure and site. Having studied classic and modern architectural design in Paris, France, this knowledge is applied to professional designs, as well as volunteer efforts with Habitat for Humanity. Also actively serves as a Chairman of the Zoning Board of Appeals in Cottrellville Township, Michigan.

### **SPECIALTY AREAS:**

**Building Design:** Performs studies which evaluate program, circulation, elevation and massing requirements. These studies allow for development of detailed bidding and construction plans.

**Construction Documents and Administration:** Provides this service to schools, office buildings, municipal facilities and commercial structures. Experienced in contractor coordination, as well as pay application review, also performs field visits and attends progress meetings to ensure that project requirements are being provided.

**Structural Drafting/Bridge Inspection:** Experienced as a structural draftsman on building and civil engineering projects, as well as providing technical and field assistance on bridge inspections.

## Matthew A. Kolis, PE - Licensed Engineer

### Education:

B.S. Civil Engineering, 2006  
Pennsylvania State University

Master in Business  
Administration (MBA), 2014  
University of Pittsburgh

### Professional Registration:

Professional Engineer  
Michigan, 2014

Professional Engineer  
Pennsylvania, 2013

### Professional Membership:

American Society of Civil  
Engineers (ASCE)

### Professional Development:

Empirical to Mechanistic-  
Empirical (M-E)  
Approaches to Pavement  
Design (2015) Michigan State  
University Department of  
Engineering

MCA 2015 Winter  
Conference (2015) Michigan  
Concrete Association

Guidelines for Analysis and  
Construction Engineering of  
Curved and Skewed Girder  
Bridges (2013)  
International Bridge  
Conference (IBC)

International Bridge  
Conference (IBC) (2012)



Mr. Kolis offers nine years of experience and a diverse engineering background with an emphasis on traffic engineering, bridge, and road design.

Joining AEW in 2015, he continues to gain exposure to all facets of project development with a primary focus on municipal projects involving engineering plan review, design and specifications.

Experience includes the preparation, revision, and delivery of preliminary and final roadway plans and specs for local agencies and the design and analysis of bridges and culverts for the Pennsylvania Department of Transportation (PennDOT). Previous project experience consists of traffic impact studies, warrant analyses, and data collection.

Software capabilities include AutoCAD Civil 3D, MicroStation, MERL, AutoTurn, Synchro, Virtis/Opis, BRADD, and PennDOT's Engineering Assistant.

### SPECIALTY AREAS:

**Bridge Design & Analysis:** Conducted load ratings for the Virginia Department of Transportation (VDOT), approved shop drawings, and developed cost estimates, plans, and specs for numerous bridge projects. Project experience includes bearings, girder, deck, superstructure, and culvert design.

**Municipal Engineering:** Designs projects involving sedimentation basins, water main, sewer, parking lot and road reconstruction, resurfacing, and rehabilitation projects.

**Roadway Design:** Prepares engineering plans and specifications for Local Agency road projects, in accordance with MDOT and Federal Highway Administration standards.

## *Brandy L. Chirco - Graduate Architect*

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### **Education:**

B.S. Architecture, 2014  
Lawrence Technological  
University

### **Professional Certification:**

Building Information  
Modeling (BIM)  
Certification  
Lawrence Technological  
University



Joining the AEW team in 2014, Mrs. Chirco is a Graduate Architect with experience in commercial, educational, and residential design. Her knowledge also includes MDOT compliant bridge inspections and layouts of stage designs for live performance and corporate events.

Additionally, Brandy is experienced with architectural drafting and numerous phases of design work, such as schematic design, design development, and construction documents and details. Her design work also includes 3-D modeling and rendering of interior spaces and the exterior of existing and proposed structures. She has additional experience drafting for structural and civil engineering projects.

While at AEW, Brandy has participated in the design of varying sized projects including interior building renovations and additions, residential apartments, roofing replacement projects, and recreational facilities for both public and private clients with high levels of success.



## *References*

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The decision process surrounding the selection of a qualified and capable consultant can be complicated, confusing and difficult. Each firm may appear to be as qualified as the next. However, Anderson, Eckstein and Westrick, Inc. (AEW) has specific advantages over the competition. During your review and evaluation, please consider the following:

- **47 years of engineering experience**
- **Committed to maintaining the HCMA's timeline**
- **Professionally licensed structural and site civil engineers dedicated to evaluation, design and administration**
- **Comprehensive understanding of regulatory compliance and strong working relationships with local regulatory agencies**
- **Award winning designs from state and national agencies for our ability to perform the work quickly, cost effectively, and with minimal disruption to residents, and businesses**
- **Strong working relationships with local regulatory agencies**
- **Project experience for HCMA includes South Marina reconstructions HCMA bridge inspections, North Marina ADA Floating Docks, Farm Learning Center Study, and much more.**

Above all, we pride ourselves on the long term relationships we have with our clients, which have developed through trust and quality service. Because AEW strives to provide the best option for each client, according to their specific needs, the Huron-Clinton Metropolitan Authority can rest assured that we will continue to have your best interest at the forefront of our services. Our experience as a firm, along with our staff's professional abilities, affords us with the knowledge and experience necessary to provide accurate, dependable and cost effective results.

AEW's vested interest in the advancement and success of your project guarantees the highest level of design and engineering excellence with a focus on building, maintaining, and enhancing the Stony Creek Metropark.

# Bridge to Bay Path Extension

St. Clair Township, Michigan

## Key Staff:

Project Manager  
Lyle E. Winn, PE

Quality Assurance  
Stephen V. Pangori, PE

Engineering Design  
Kevin E. Zauel, PE  
Jeffrey L. Allegoet

Surveying  
Robert H. Birkett, PS

Construction Services  
Charles L. Myslinski

Material Testing  
Testing Engineers &  
Consultants, Inc.

## Contact:

St. Clair Township  
1539 South Bartlett Road  
St. Clair, MI 48079

Brian Mahaffy  
Supervisor  
(810) 329-9042  
brian@twp.stclair.mi.us

## Project Highlights:

Original Budget  
\$620,000

Final Budget  
\$585,000

Started  
October 2011

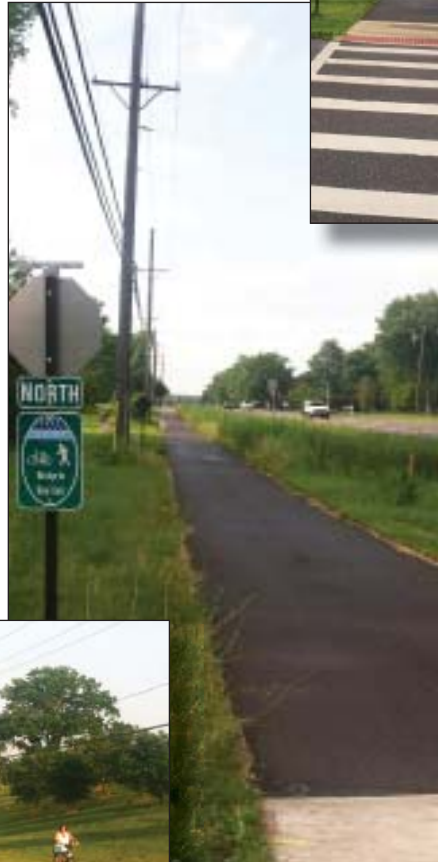
Completed  
March 2012

AEW Project No.  
1228-0001

The bike path is a 1.8 mi. segment of the Bridge to Bay Trail network. This design contemplated the use of converting existing paved shoulders to designated bike lanes. St. Clair Township elected to use a separate path system as a result of safety concerns for inexperienced riders on a paved shoulder.

Michigan Department of Transportation (MDOT) permits were needed to work in the right-of-way and to enclose portions of the road ditch. St. Clair Township funded the entire project from their general fund and bid the project in August 2012. Seasonal limitations forced a majority of the work to be completed in 2013.

Wayfinding and trail signage followed the design manual developed for the Bridge to Bay Trail system. The St. Clair County Parks reimbursed the Township for the trail signage as a result of following the design manual.



# Bike Path System

Macomb County, Michigan

## Key Staff:

Project Manager  
Lyle E. Winn, PE

Quality Assurance  
Gordon B. Wilson, PE, CFM

Engineering Design  
Gary M. Leideker  
Jeffrey H. Bednar, PE, CFM  
Kevin E. Zauel, PE

Surveying  
Robert H. Birkett, PS

Construction Services  
Michael D. Smith, PE

## Contact:

Macomb County  
Department of Roads  
117 South Groesbeck Highway  
Mount Clemens, MI 48043

Robert Hoepfner, PE  
Director of Roads  
(586) 463-8671  
bhoepfner@rcmcweb.org

## Project Highlights:

Original Budget  
Varied by Project

Final Budget  
Varied by Project

Started  
Varied by Project

Completed  
Varied by Project

AEW Project No.  
0213-0091

AEW planned, designed and provided construction services for more than 18 miles of bike path along the Metropolitan Beach to Stony Creek Bike Path. Challenges encountered along the bike path included seven pedestrian bridges, three highway crossings, one freeway crossing, a railroad crossing and several environmental features, such as tree preservation, wetland and floodplain crossings. In addressing these challenges, AEW worked with all necessary governmental agencies to provide solutions that obtained the approvals and permits required for construction. All 18 miles of bike path were funded with federal and local funds, except for the original bike path built in 1989 on Metropolitan Parkway. Below is a construction timeline for the Metropolitan Beach to Stony Creek Bike Path segments.



- 1989** Metropolitan Parkway Bicycle Path - Jefferson Avenue to Crocker Boulevard - **3.0 miles** (Original 8 ft. wide Path)
- 1991** Metropolitan Beach: Stony Creek Hike/Bike Path, Phase A Gratiot Avenue to Union Lake Road - **1.6 miles**
- 1993** Metropolitan Beach: Stony Creek Hike/Bike Path, Phase B & C Utica Road to Gratiot Avenue, Union Lake Road to Crocker Boulevard, Clinton River Spillway and Shadyside Park Path - **6.2 miles**
- 1995** Shelby Township: Woodall Park in River Bends Park - **1.2 miles**
- 1996** Metropolitan Beach: Stony Creek Hike/Bike Path, Phase "D" Freedom Hill to Utica Road - **0.3 miles**
- 1997** Metropolitan Beach: Stony Creek Hike/Bike Path Stony Creek Park to Dequindre Road, via Consumers Energy Corridor - **1.3 miles**
- 2000** Metropolitan Beach: Stony Creek Hike/Bike Path Widening - Jefferson Avenue to Crocker Boulevard Widening "8 feet to 10 feet wide" - **3.0 miles**
- 2003** River Bends Park: Phase 1 (River Bends Drive to 22 Mile Road) - **0.9 miles**
- 2009** River Bends Park: Phase 2 (Existing path to Utica City Limits) - **1.8 miles**

# South Marina Redevelopment – Lake St. Clair

Harrison Township, Michigan

## Key Staff:

Project Manager  
Stephen V. Pangori, PE

Quality Assurance  
Roy C. Rose, PE, EXW

Engineering  
Kyle M. Seidel, PE

Structural Engineering  
Kevin E. Zauel, PE

Architectural  
Jason R. Arlow, AIA, LEED AP

## Contact:

Huron Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48114

Jason Kulongowski, PE  
Design Engineer  
(810) 227-2757, ext 5176  
jason.kulongowski@metroparks.com

## Project Highlights:

Original Budget  
\$4,477,500

Final Budget  
\$3,089,450

Started  
October 2007

Completed  
June 2010

AEW Project No.  
0215-0016



The South Marina, along the Black Creek, in Harrison Township, Michigan was originally constructed in the 1950's. Approximately 1,600 LF of new seawall will replace the extensively corroded existing steel sheet pile seawall in the marina with another 415 LF of seawall replacement along the channel. A new 15 ft. wide promenade is supported by a dual purpose pile supported grade beam and deadman providing lateral anchorage to the seawall. Replacement

of over 60 existing 3 ft. wide finger piers (boat docks) is included with an 8 ft. wide dock provided for marine sheriff operations. A walkway lighting system along the promenade and an extensive upgrade to utilities is provided. Replacement of the Harbor Master building and Boaters' Bath House, and site renovations including landscaping complete the redevelopment plans.

Partial funding for this project is provided through a Waterways Grant from the Michigan Department of Natural Resources.



# Brandenburg Splash Pad

Chesterfield Township, Michigan

## Key Staff:

Project Manager  
Gordon B. Wilson, PE, CFM

Quality Assurance  
Roy C. Rose, PE, EXW

Architectural Design  
Jason R. Arlow, AIA, LEED AP

Engineering  
Jeffrey L. Allegoet

Construction Services  
Performed by the Township

## Contact:

Charter Township of Chesterfield  
Department of Public Works  
52216 Sierra Drive  
Chesterfield Township, MI 48047

Donald Coddington  
Superintendent  
(586) 949-0400  
cmeyers@chesterfieldtp.org

## Project Highlights:

Original Budget  
Not Applicable

Final Budget  
\$320,000

Started  
July 2012

Completed  
May 2013

AEW Project No.  
0126-1043



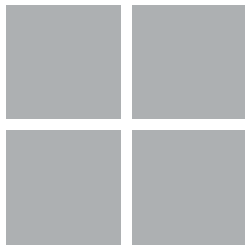
This 3,500 sq. ft. splash pad was generously donated by the Wayne and Joan Webber Foundation, residents of Chesterfield Township for nearly 40 years. AEW was pleased to aid the Webber Foundation with the design of the equipment, building, and initial layout, along with state and local permitting.

All 16 nautical themed water features were custom designed and built in-house by The Webber Group. The stainless steel tubing features were powder coated to ensure sustainability. As an added benefit, the water is heated for comfort during cooler Michigan summer days.



The 400 sq. ft. equipment building houses a 3,000 gallon water tank, multiple pumps, a chemical feeder and control equipment. The water used by the features is collected, chlorinated, filtered, and then recycled by the splash pad, cutting down on water consumption and treatment.





## ***Brandenburg Park***

Chesterfield Township, Michigan

### **Key Staff:**

Project Manager  
Gordon B. Wilson, PE, CFM

Quality Assurance  
Roy C. Rose, PE, EXW

Engineering  
Jennifer L. Chehab, PE  
Lyle L. Winn, PE

Architecture  
Jason R. Arlow, AIA, LEED AP

- Picnic Pavilions
- Playscape
- Comfort Station/Picnic Pavilion
- Horseshoe Pits
- Concession Building Re-roofing
- Tennis and In-line Skating Court
- Basketball Court
- 10 ft. wide Bituminous Bike Path
- Beach Design (not constructed)

### **Contact:**

Charter Township of Chesterfield  
Department of Public Works  
52216 Sierra Drive  
Chesterfield Township, MI 48047

Donald Coddington  
Superintendent  
(586) 949-0400  
cmeyers@chesterfieldtp.org

### **Project Highlights:**

Original Budget  
Varied by Project

Final Budget  
Varied by Project

Started  
Varied by Project

Completed  
Varied by Project

AEW Project No.  
0126-0254



# Ember Oaks Drain Restoration

Ingham County, Michigan

## Key Staff:

Project Manager  
Kyle M. Seidel, PE, CFM

Quality Assurance  
Gordon B. Wilson, PE, CFM

Engineering  
Jeffrey L. Allegoet

Hydraulics/Hydrology  
Kyle M. Seidel, PE, CFM  
Jeffrey H. Bednar, PE, CFM

Surveying  
Robert H. Birkett, PS

Construction Services  
Bradley M. Smith

## Contact:

Office of the Ingham  
County Drain Commissioner  
707 Buhl Avenue  
PO Box 220  
Mason, MI 48854

Patrick Lindemann  
Drain Commissioner  
(517) 676-8395  
lccclindemann@me.com

Carla Clos  
Deputy Drain Commissioner  
(517) 676-8395  
cclos@ingham.org

## Project Highlights:

Estimated Budget  
\$895,000

Final Budget  
\$895,000

Started  
August 8, 2007

Completed  
November 2013

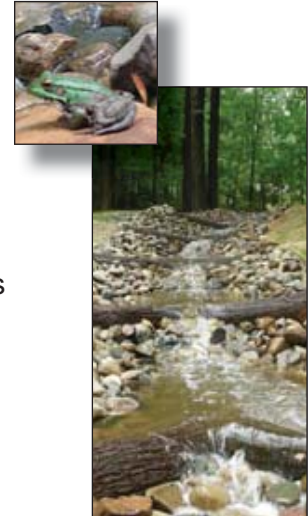
AEW Project No.  
0248-0001

This project involved adding lands to an established drainage district, obtaining easements for two drainage courses and completing a drain restoration project to correct major erosion within Meridian Township's Red Cedar Glen Land Preserve.



## Main Branch

- 600 ft. of Drain Restoration
- 200 ft. of Log Revetments
- 175 SY of Fieldstone Riprap
- 150 SY of Clay Base Material
- 9 Grade Control Stilling Basins
- 2 Fieldstone Riffles
- 12-foot Boardwalk over Drain



## Branch No. 1

- 400 ft. of Drain Restoration
- 100 ft. of Log Revetments
- 200 SY of Fieldstone Riprap
- 150 SY of Clay Base Material
- 5 Grade Control Stilling Basins
- 6 Fieldstone Riffles
- 11-foot Boardwalk over Drain

*Before*



*After*

## Neff Park Marina

Grosse Pointe, Michigan



Project entails complete demolition of the interior docks of a 160 slip municipal marina, 10,500 cu. yd. of dredging, construction of 7,500 sq. ft. of galvanized steel seawall, 12,000 LF of 5 in. and 7 in. pipe piling, 900 LF of 8 ft. and 10 ft. wide steel/wood main piers, 82 22 ft. through 38 ft. steel/wood finger piers, 84 power pedestals, complete

electrical and mechanical system, floating kayak launch pad, navigation lights, and miscellaneous appurtenances.

Once the project was underway, the City decided to fund additional work which was outside the scope in the original contract. Construction was completed on time by Usztan Construction.



### Key Staff:

Project Manager  
Stephen V. Pangori, PE

Quality Assurance  
Roy C. Rose, PE, EXW

Mechanical/Electrical  
BCF Engineering, Inc.

### Contact:

City of Grosse Pointe  
17148 Maumee Avenue  
Grosse Pointe, MI 48230

Gary Huvaere  
Public Services Director  
(313) 885-5800  
ghuvaere@  
grossepointecity.org

### Project Highlights:

Started  
September 2003

Completed  
May 2004

AEW Project No.  
0155-0007

# Parking Lot Reconstruction

## MUNICIPAL LOT NO. 2

Grosse Pointe, Michigan

### Key Staff:

Project Manager  
Stephen V. Pangori, PE

Quality Assurance  
Roy C. Rose, PE, EXW

Engineering  
Patrick R. Phelan, PE, LEED AP

Surveying  
Robert H. Birkett, PS

Construction Services  
Charles L. Myslinski

### Contact:

City of Grosse Pointe  
17147 Maumee  
Grosse Pointe, MI 48230

Gary Huvaere  
Public Service Director  
(313) 885-5800  
ghuvaere@grossepointecity.org

### Project Highlights:

Original Budget  
\$950,000

Final Budget  
\$1,131,950

Started  
July 2013

Completed  
September 2013

AEW Project No.  
0155-0118

This reconstruction consisted of renovating an existing metered municipal parking lot in the City of Grosse Pointe.

The following project components combine to provide an aesthetic parking lot for residents and visitors:

- Asphalt pavement reconstruction with aggregate base
- Storm drainage improvements including installation of a new stormwater treatment structure
- New decorative masonry compactor enclosure
- Ornamental lighting, parking gate system for two entry/exit lanes
- Ornamental fencing with brick piers
- Landscaping and streetscape improvements



*Before*



*During*



*After*

# Senior Center Parking Lot

Richmond, Michigan

## Key Staff:

Project Manager  
Lyle E. Winn, PE

Quality Assurance  
Roy C. Rose, PE, EXW

Engineering  
Jeffrey L. Allegoet

The parking lot which serves the Richmond Township Hall and Senior Center was starting to show signs of distress due to age. The Township was awarded Community Development Block Grant (CDBG) funding to improve the portion of the parking lot which serves the senior center, and included that work as a part of an overall parking lot rehabilitation project.



*Before*

AEW assisted the Township in the design of the solution, which included resurfacing the entire parking lot, removing and replacing existing crumbling asphalt curbing with new concrete curbing, and correcting drainage within the parking lot. AEW worked with the Township to

ensure the proposed plan fit within their limited budget and to ensure that the bidding documents were compliant with the Housing and Urban Development (HUD) requirements.

The project was bid in July of 2012. Due to favorable bid pricing and an increased budget, the Township added work to the project scope.



*After*

## Contact:

Richmond Lenox EMS  
34950 School Section Road  
Richmond, MI 48062

Jeffery White  
Executive Director  
(586) 727-2184  
RLEMSC1@AOL.COM

## Project Highlights:

Original Budget  
\$76,500

Final Budget  
\$84,000

Started  
February 2011

Completed  
September 2012

AEW Project No.  
0229-0035

**COST PROPOSAL FOR STONY CREEK BOAT LAUNCH  
DEVELOPMENT AT STONY CREEK METROPARK**  
*RFP No. 509-15 STBTLNCH*



*Engineering Strong Communities  
for those who  
**GET OUT and play***

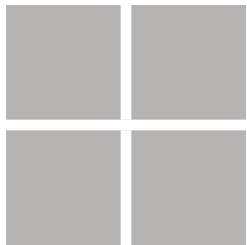
**Prepared for:**  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
Engineering Department  
13000 High Ridge Drive  
Brighton, Michigan 48114

August 12, 2015

Civil Engineers  
Surveyors  
Architects

**Anderson, Eckstein and Westrick, Inc.**





*Cost Proposal for Huron-Clinton Metropolitan Authority*

***PROPOSAL FOR STONY CREEK  
BOAT LAUNCH DEVELOPMENT  
AT STONY CREEK METROPARK***

***RFP No. 509-15 STBTLNCH***

*Prepared by Anderson, Eckstein and Westrick, Inc.*

*August 12, 2015*



## ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

August 12, 2015

Huron-Clinton Metropolitan Authority  
Engineering Department  
13000 High Ridge Drive  
Brighton, Michigan 48114

Reference: Request for Proposal - Stony Creek Boat Launch Development  
RFP No. 509-15 STBTLNCH

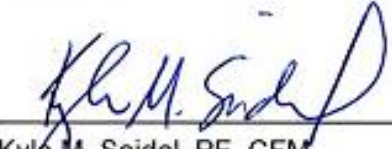
Honored Review Committee:

Thank you for considering Anderson, Eckstein and Westrick, Inc. (AEW), for the Stony Creek Boat Launch Development at Stony Creek Metropark.

As directed in the Request for Proposals, we have placed our Cost Proposal in a separate sealed envelope. We do not charge for mileage, faxes, telephone calls, or duplicating cost of plans and specifications. Our hourly charge rates are the same for straight time and overtime.

If you or any other review committee member have any questions concerning our pricing information, you may contact either Kyle M. Seidel, PE, CFM, or Stephen V. Pangori, PE.

Sincerely,

  
\_\_\_\_\_  
Kyle M. Seidel, PE, CFM  
Senior Project Engineer

  
\_\_\_\_\_  
Stephen V. Pangori, PE  
Executive Vice President

# Cost Proposal

## Cost Proposal

Anderson, Eckstein and Westrick, Inc. (AEW) has thoroughly reviewed the Request for Proposals (RFP) document. As such, our cost for proposed services has been estimated based upon the HCMA's requested scope of services, our billable hourly rates for assigned staff, and an estimate of hours to complete each work plan task. Please note that the fees quoted in this proposal are based on a \$1.0M to \$1.2M construction project.

## Reimbursable Expenses and Other Costs

Please note that AEW does not charge for reimbursable expenses such as mileage, faxes, telephone calls, or duplicating cost of plans and specifications. If additional soil borings are required, AEW will coordinate these services with a consultant approved by HCMA. AEW will mark up invoices by 10% for reimbursement by HCMA. Our hourly charge rates are all inclusive, and are the same for straight time and overtime.

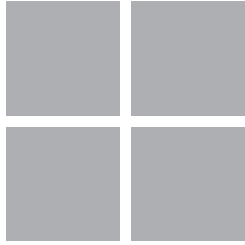
## Compensation Information

*Anderson, Eckstein and Westrick, Inc.*

Team Member	Classification	Hourly Rate
Kyle M. Seidel, PE, CFM	Senior Project Engineer	\$134.00
Stephen V. Pangori, PE	Principal Engineer	\$147.00
Kevin E. Zauel, PE	Senior Project Engineer	\$134.00
Jason R. Arlow, AIA, LEED AP	Senior Project Architect	\$134.00
Matthew A. Kolis, PE	Licensed Engineer	\$121.00
Brandy L. Chirco	Graduate Architect	\$99.00

## Professional Services Fee

	Estimated Cost
Geo-Technical Investigation and Report	\$4,500.00
Topographical Survey	\$7,500.00
Design Phase	\$79,000.00
Bidding Phase	\$2,000.00
Construction Phase	\$12,500.00
<b>Total</b>	<b>\$105,500.00</b>



## *Hourly Charge Rates*

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### **EXHIBIT "A"**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY CHARGE RATE</u></b>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 147.00
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	134.00
LICENSED ENGINEER / SURVEYOR / ARCHITECT	121.00
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	99.00
TEAM LEADER	99.00
ENGINEERING AIDE III	83.00
ENGINEERING AIDE II	75.00
ENGINEERING AIDE I	67.00
ENGINEERING AIDE TRAINEE	48.00
SECRETARIAL (Special Projects)	40.00
SURVEY FIELD (3 PERSON CREW)	200.00
SURVEY FIELD (2 PERSON CREW)	167.00
SURVEY FIELD (1 PERSON CREW)	130.00
CONFINED SPACE ENTRY CREW (2 PERSON)	192.00
CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON)	65.00
DATA COLLECTOR (SURVEY CREW)	28.00
GPS SURVEY EQUIPMENT	68.00

EFFECTIVE JANUARY 2015 AND  
UPDATED ANNUALLY TO REFLECT CPI





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Jennifer Hollenbeck, Interpretive Services Manager  
 Project No: 15-052  
 Project Title: Approval – Hawk Watch Interpretive Panels Contract, Exhibit Concepts  
 Project Type: Capital Improvement  
 Location: Lake Erie Metropark, Wayne County  
 Date: January 7, 2016

### **Action Requested: Motion to approve**

That the Board of Commissioners' approve contract No. 15-052 with Exhibit Concepts in the amount of \$27,620 as recommended by Interpretive Services Manager Jennifer Hollenbeck and staff.

**Fiscal Impact:** This is a Metroparks Foundation funded project.

**Scope of Work:** The vendor is to provide a complete turnkey project of an interpretive kiosk panel including the design and fabrication of high-pressure laminate signs. The project includes complete construction, delivery and installation of the kiosk unit.

**Background:** Staff presented this item to the Board at the Sept. 10, 2015 meeting in which the Board authorized staff to move forward with an RFP. Board authorized RFP-15-022 to be awarded to the low bidder, Exhibit Concepts as well as approved the fund transfer from the Fund Balance to the Lake Erie General Unallocated budget account at the Nov. 12, 2015 meeting. Bids were sent out Sept. 11, 2015, received Sept. 30, 2015 and Exhibit Concepts was the only respondent.

This project has multiple partners including the Detroit River Hawk Watch Organization, International Wildlife Refuge as well as the Metroparks; and has received more than \$27,000 in donation to date. The design of the kiosk panel will be an open concept to appreciate the landscape, which is on the shore of the Detroit River and the kiosk will include a recognition piece or component.

The Purchasing Department reported and publicly advertised this project on the Michigan Inter-governmental Trade Network (MITN) and the HCMA website. There was one bid response, which was Exhibit Concepts.

Legal Counsel, Miller Canfield, has reviewed the contract.

**Attachments:** Design Examples  
 Exhibit Location at Lake Erie  
 Exhibit Concepts Contract

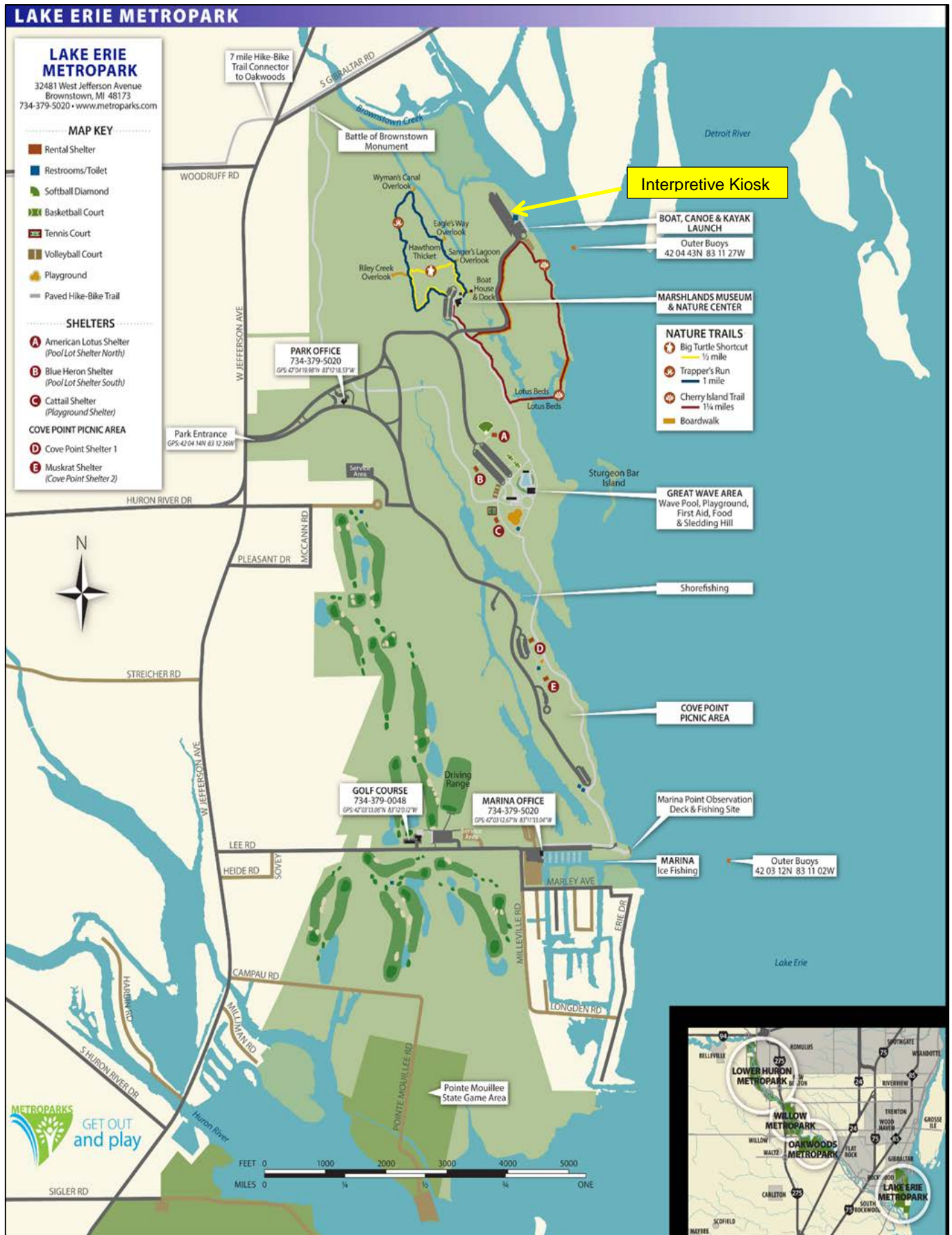


## Design Examples of Artwork





## Exhibit Location at Lake Erie





**SERVICES AGREEMENT  
BETWEEN  
HURON-CLINTON METROPOLITAN AUTHORITY  
AND  
EXHIBIT CONCEPTS, INC.**

AGREEMENT EXPIRATION DATE: June 1, 2016

This Services Agreement (the “Agreement”) made this 15th day of December, 2015 between the Huron-Clinton Metropolitan (“HCMA”), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 (“HCMA”), and Exhibit Concepts, Inc., an Ohio for-profit corporation authorized to conduct business in Michigan, whose address is 700 Crossroads Court, Vandalia, OH 45377 (“Contractor”). In this Agreement, either the Contractor or HCMA may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, HCMA desires to retain the Contractor to provide certain services as described herein upon the terms and conditions set forth herein and the Contractor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACTS.** The following individuals shall be primarily responsible for the administration of this Agreement. The addresses and telephone numbers shall be used for all notices required under the Agreement.
  - a. HCMA  
Huron-Clinton Metropolitan Authority  
Jennifer Hollenbeck  
13000 High Ridge Drive  
Brighton, MI 48114  
Tel: 810.494.6030  
Fax: 810.227.8610
  - b. Contractor  
Steven Lowry  
700 Crossroads Court  
Vandalia, OH 45377  
800-324-5063  
[slowry@exhibitconcepts.com](mailto:slowry@exhibitconcepts.com).

## 2. SCOPE OF CONTRACTOR'S SERVICES

Contractor shall provide a turnkey project which includes: the design, interpretive signs (design, proofing, fabrication and shipping of high pressure laminate signs), construction, shipping and installation of an interpretive kiosk/panel for Lake Erie Metropark, as more fully described in Exhibit A (RFP# 15-052), attached hereto (the “Services”).

## 3. COMPENSATION AND INVOICING

- a. Compensation. \$27,620.00

**Company Name: Exhibit Concepts, Inc.**

*Contract Pricing - Prepared 9/30/15*

**Phase 1: Concept Design**

Total Estimated Cost		\$3,680.00	
Task	# Hours	Hourly Rate	Total Fee
ECI, Project Manager	6	\$90.00	\$540.00
ECI, Exhibit Designer	16	\$105.00	\$1,680.00
ECI, Graphic Designer	6	\$105.00	\$630.00
ECI, Administrative	4	\$70.00	\$280.00
Travel, Transportation, Per Diem and Miscellaneous Travel Costs			\$500.00
Equipment and Supplies			\$50.00

**Phase 2A: Final Graphic Layout**

Total Estimated Cost		\$2,970.00	
Firm and Resource	# Hours	Hourly Rate	Total Fee
ECI, Project Manager	6	\$90.00	\$540.00
ECI, Graphic Designer	20	\$105.00	\$2,100.00
Graphic Design Template			by Owner
Text			by Owner
Photo resources			by Owner
Custom Illustrations			by Owner
ECI, Administrative	4	\$70.00	\$280.00
Equipment and Supplies			\$50.00

**Phase 2B: Exhibit Construction Documents**

Total Estimated Cost		\$2,670.00	
Firm and Resource	# Hours	Hourly Rate	Total Fee
ECI, Project Manager	4	\$90.00	\$360.00
ECI, Detailer	16	\$70.00	\$1,120.00
ECI, Administrative	2	\$70.00	\$140.00
Engineering Stamp/Approval	10	\$105.00	\$1,050.00

**Phase 3: Fabrication and Installation**

Total Estimated Cost		\$18,300.00	
Firm and Resource	# Hours	Hourly Rate	Total Fee
ECI, Project Manager	24	\$90.00	\$2,160.00
ECI, Exhibit Carpenter	64	\$70.00	\$4,480.00
ECI, Graphic Production	32	\$70.00	\$2,240.00
ECI, Administrative	10	\$70.00	\$700.00
ECI, Installation Labor	16	\$70.00	\$1,120.00
Allowances- Materials			\$4,800.00
Subcontractors			\$2,800.00
Travel, Transportation, Per Diem and Miscellaneous Travel Costs			\$1,800.00
Permit			\$200.00

**Total Project Estimate \$27,620.00**

- b. Invoices. Contractor shall submit to HCMA invoices for Services provided. Contractor shall attach sufficient information to each invoice to enable HCMA to be able to identify the Services performed, the individuals performing the Services, and the agreement under which the Services were performed for the applicable invoice period. Invoices shall be submitted to HCMA at the address listed in section 1, Attention: Accounts Payable. HCMA shall pay invoices for Services satisfactorily performed within forty-five (45) days after receipt of a complete invoice from Contractor. In the event that HCMA reasonably disputes any amount that appears on an invoice from Contractor, the Parties shall work together in good faith to resolve the dispute. HCMA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) HCMA continues to pay any undisputed amounts consistent with this Agreement, (ii) Contractor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement, and (iii) HCMA shall provide a written explanation for any disputed amount with specific remedies it believes needs to be taken. Nonpayment by HCMA of disputed amounts shall not constitute a breach of HCMA's obligations regarding payment to Contractor or otherwise be considered a basis for termination of this Agreement.

#### **4. TERM, TERMINATION, NOTICE AND AMENDMENTS**

- a. Term. This Agreement shall become effective on the later date each of the following have occurred: (i) the Board of Commissioners of the HCMA or its lawful designee has approved this Agreement; (ii) the governing body of the Contractor or its lawful designee has approved this Agreement; (iii) a lawful agent of the HCMA has executed the Agreement; (iv) a lawful agent of the Contractor has executed the Agreement; and (v) all conditions precedent to the effectiveness of the Agreement have occurred. The Agreement shall expire with no further act or notice on June 1, 2016, and unless otherwise terminated or canceled as provided below. The Parties are under no obligation to renew or extend this Agreement after the expiration date. This Agreement may be extended by written, mutual agreement of the Parties.
- b. Termination. HCMA may terminate and/or cancel this Agreement (or any part thereof) at any time during the term, any renewal, or any extension of this Agreement, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. HCMA may immediately terminate this Agreement for cause upon notice to Contractor if Contractor is in breach of this Agreement. The notice of breach shall include a statement of the facts that cause HCMA to believe Contractor is in breach of the Agreement. The effective date for termination or cancellation shall be clearly stated in the written notice.

HCMA's sole obligation in the event of termination is for payment for actual Services rendered by the Contractor before the effective date of termination. Contractor must stop providing Services upon receipt of the notice of termination and will not be compensated for any further Services rendered. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Agreement. HCMA shall not be obligated to pay Contractor any cancellation or termination fee if this Agreement is cancelled or terminated as provided herein.

Contractor may terminate and/or cancel this Agreement (or any part thereof) at any time upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

- c. Notice. Notices given under this Agreement shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed in Section 1. Notice will be deemed given on the earlier of: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

- d. Agreement Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by the Parties. Any modification, amendment, recession, waiver, or release shall be signed by a lawfully authorized employee of Contractor and HCMA.

## **5. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

- a. Organization and Good Standing. The Contractor is: (a) duly organized, validly existing and in good standing under the laws of: (i) the State of Michigan, or (ii) of another state as indicated in the preamble to this Agreement and is duly authorized to conduct business in the State of Michigan, and (b) has all requisite power and authority to provide the Services and to own, operate and lease its properties, if applicable.
- b. Power and Authority. The Contractor has all requisite power to enter into this Agreement and to carry out and perform the Services and its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Contractor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
- c. No Conflict or Breach. The execution, delivery and performance by the Contractor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
- d. No Debarment, Pending Governmental Action or Record of Violations. The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.
- e. Conflicts; No Undue or Improper Influence or Inducement. The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of this Agreement. The Contractor represents and warrants that it has not, and will not, offer to HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.
- f. Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local

laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound. The Contractor has, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

- g. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein.
- h. Taxes. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- i. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Agreement, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all Services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- j. Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All employees of Contractor assigned to work under this Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
- k. Contractor Employee-Related Expenses. All employees of Contractor shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all of Contractor's Employees shall fully comply with and adheres to all of the terms of this Agreement. Contractor shall indemnify and hold the HCMA harmless for all Claims (as defined in this Agreement) against the HCMA by any Contractor Employee, arising out of any Agreement for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- l. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before entering into this Agreement, it had a full opportunity to review the proposed Services, and review all HCMA requirements and/or expectations under this Agreement. The Contractor is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.
- m. Independent Contractor. The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in this Agreement is intended to establish an employer-employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide Services under this Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.
- n. Not Iran-Linked Business. Contractor is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 *et seq.*

## **6. INSURANCE, INDEMNIFICATION, AND RELEASE**

### **a. Insurance.**

- i. As a condition precedent to the effectiveness of this Agreement, the Contractor shall obtain and maintain insurance according to the specifications according to the specifications contained in Exhibit B and in compliance with this Agreement. If any insurance required hereunder lapses at any time during the Term of the Agreement, HCMA retains the right to immediately terminate this Agreement.
- ii. General Certificates of Insurance. All Certificates of Insurance shall contain the following clauses:
  1. "The insurance company(s) issuing the policy or policies shall have no recourse against the HCMA for payment of any premiums or for assessments under any form of policy".
  2. "Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the Contractor."
- iii. The general liability shall be primary and non-contributory. General Liability shall be on a per jobsite basis.
- iv. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work to the HCMA Purchasing Department. Insurance carriers are subject to the approval of the HCMA.
- v. The HCMA shall be named as an additional insured to this coverage in a form no more restrictive than the current ISO form.

### **b. Indemnification, Release, Limitation of Liability and Disclaimer of Warranties.**

- i. Indemnification and Release. Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined in this Agreement) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in this Agreement are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Agreement, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

Contractor shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.

Contractor waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA.

- ii. Limitation of Liability. Neither Party shall be liable to the other for any amounts representing loss or profit, loss of business, or other incidental, consequential or punitive damages of the other Party due to the results of the Research Project.
- iii. Disclaimer of Warranties. THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE RIGHTS OF THE AUTHORITY, IN NO EVENT SHALL THE AUTHORITY'S AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT AT ANY TIME EXCEED THE TOTAL AMOUNT PAID TO THE AUTHORITY AS PROVIDED HEREIN.

## 7. AGREEMENT DOCUMENTS, PRECEDENCE

- a. Agreement Documents; Precedence. The following documents are incorporated into this Agreement. In the event of a conflict between or among any provisions of any of these documents, the provisions of the document contained in this list shall apply in descending order, such that the provisions of the document identified in section 7.a.i shall take precedence over the provisions of the document identified in section 7.a.ii. and so forth.
- i. This Services Agreement;
  - ii. Exhibit A, Scope of Services;
  - iii. Exhibit B, Insurance Requirements;

## 8. DEFINITIONS AND GENERAL TERMS AND CONDITIONS

- a. Definitions. The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:
- i. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor, Contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
  - ii. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - iii. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
  - iv. "HCMA" means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, its respective appointed officers, official employees, committees, and "HCMA Agent" as defined below.
  - v. "HCMA Agent" means all appointed HCMA officials, officers, directors, board members, commissioners, HCMA employees, volunteers, representatives, and/or any such persons'

successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "HCMA Agent" shall also include any person who was a "HCMA Agent" anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or serving as an Agent.

- vi. "Services" means the obligations Contractor shall provide or perform pursuant to this Agreement.
- b. General Terms and Conditions. The following general terms and conditions shall apply to this Agreement.
  - i. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
  - ii. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:  
"CONTRACTOR'S ASSURANCES AND WARRANTIES";  
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";  
"Damage Clean Up To HCMA Property and/or Premises";  
"Audit";  
"Severability";  
"Governing Law/Consent To Jurisdiction And Venue"; and  
"Survival of Terms And Conditions".
  - iii. HCMA Right to Suspend Services. Upon written notice, HCMA may suspend performance of this Agreement if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Agreement. The right to suspend Services is in addition to the HCMA's right to terminate and/or cancel this Agreement. The HCMA shall incur no penalty, expense, or liability to Contractor if HCMA suspends Services under this Section.
  - iv. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contract right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.
  - v. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement and to conduct business under this Agreement. Upon request by HCMA, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide Services under this Agreement.
  - vi. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

Contractor shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Agreement and may terminate or cancel this Agreement immediately with notice.

- vii. **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- viii. **Force Majeure.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Agreement in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- ix. **Conflict of Interest and Warranty.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no Agreements shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the HCMA. Contractor shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Contractor.

Contractor warrants that before submitting its Proposal and/or entering into this Agreement it has performed an inquiry within its firm to determine whether the Services to be provided under this Agreement may pose a conflict of interest. For purposes of this Agreement, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Contractor's judgment or appear to influence Contractor's judgment or quality of Services under the Agreement with the Contractor's representation of other clients. Except as provided herein Contractor shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Agreement.

If at any time Contractor determines that there is a Conflict of Interest or potential Conflict of Interest then the Contractor shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Contractor obtain a waiver or acknowledgment of the conflict from its client(s).

In the event that a Conflict of Interest arises in the course of providing Services under this Agreement, Contractor may be required to withdraw from its representation of the HCMA and may be liable for incremental costs, if any, associated with HCMA having to engage another consulting firm to perform the Services under this Agreement.

- x. **Damage Clean up to HCMA or HCMA Property and/or Premises.** Contractor shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of HCMA. If the damage cannot be completed to the HCMA's satisfaction, Contractor shall reimburse HCMA the actual cost for repairing or replacing the damage

property. The Contractor shall be responsible for assuring that all HCMA sites are restored to their original condition.

- xii. **Contractor Use of Confidential Information.** The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its Services under this Agreement. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives HCMA prompt written notice of an impending disclosure, (ii) provides reasonable assistance to HCMA in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

This Agreement imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

As used in this Agreement, Confidential Information means all information that HCMA is required or permitted by law to keep confidential.

- xiii. **Contractor Use of HCMA Licensed Software.** In order for the Contractor to perform its Services under this Agreement, HCMA may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to HCMA. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of HCMA and/or the licensor. Furthermore, neither the Contractor nor any Contractor employee shall produce a source listing, decompile, disassemble, or otherwise reverse Contractor any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- xiv. **Grant Compliance.** If any part of this Agreement is supported or paid for with any state or federal funds granted to HCMA, the Contractor shall comply with all applicable grant requirements.
- xv. **Project Managers.** Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the Services to be performed under this Agreement. The Contractor's Project Manager shall coordinate with HCMA's Project Manager; the Contractor shall provide the name and qualifications of its Project Manager and an alternate.
- xvi. **Agreement Administrator.** Each Party may designate an employee or agent to act as Agreement Administrator. The HCMA's Agreement Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of Services provided by the Contractor, reviewing invoices and submitting requests to the HCMA's procurement authority for any Agreement modification in accordance with this Agreement.
- xvii. **Dispute Resolution.** Unless the Parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:

1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
  2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.
  3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
  4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
  5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.
- xvii. Access and Records. Contractor will maintain accurate books and records in connection with the Services provided under this Agreement for 36 months after end of this Agreement, and provide the HCMA with reasonable access to such book and records.
- xviii. Audit. Contractor shall allow HCMA's auditing division, or an independent auditor hired by the HCMA, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Agreement, and for a period of three years after final payment.
- Contractor shall explain any audit finding, questionable costs, or other Agreement compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within 45 days shall be deemed acceptance of the final audit report.
- xix. Delegation, Sub-Contract Agreement and Assignment. Contractor shall not delegate, assign, or sub-contract any obligations or rights under this Agreement without the prior written consent of HCMA. The rights and obligations under this Agreement shall not be diminished in any manner by assignment, delegation or sub contract. Any assignment, delegation, or sub contract by Contractor and approved by HCMA, must include a requirement that the assignee, delegee, or sub-Contractor will comply with the rights and obligations contained in this Agreement. The Contractor shall remain primarily liable for all work performed by any sub-Contractor. Contractor shall remain liable to HCMA for any obligations under the Agreement not completely performed by any Contractor delegee or sub-Contractor. Should a sub-Contractor fail to provide the established level of service and response, the Contractor shall Agreement with another agency for these Services in a timely manner. Any additional costs associated with securing a competent sub-Contractor shall be the sole responsibility of the Contractor. This Agreement cannot be sold. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Agreement by a Court, HCMA may declare this Agreement null and void.

- xx. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- xxi. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
- xxii. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.
- xxiii. Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- xxiv. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- xxv. Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan.
- xxvi. Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements or Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**(Signature page follows)**

The undersigned executes this Agreement on behalf of Contractor and HCMA, and by doing so legally obligates and binds Contractor and the HCMA to the terms and conditions of this Agreement.

**CONTRACTOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ appeared in person before me this day and executed this Agreement on behalf of Contractor and acknowledged to me under oath that he/she has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Agreement and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Agreement documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____ day of _____, 20_____. _____
Notary Public _____
_____ County, Ohio
Acting in _____ County, Ohio
My Commission Expires: _____

**HURON-CLINTON METROPOLITAN AUTHORITY:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SERVICES AGREEMENT**  
**BETWEEN**  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
**AND**  
**EXHIBIT CONCEPTS**  
 AGREEMENT EXPIRATION DATE: June 1, 2016





















**EXHIBIT A**

Services

It is agreed that Contractor will provide the following in conjunction with shall provide a turnkey project which includes: the design, interpretive signs (design, proofing, fabrication and shipping of high pressure laminate signs), construction, shipping and installation of an interpretive kiosk/panel for Lake Erie Metropark, 32481 West Jefferson, Brownstown, MI 48173.

In addition, the Contractor agrees to provide the following:

- SCHEDULE

ID		Task	Task Name	Duration	Start	Finish
1			<b>Huron-Clinton Metropolitan Authority</b>	<b>132 days</b>	<b>Mon 11/30/15</b>	<b>Tue 5/31/16</b>
2			Contract Date	0 days	Mon 11/30/15	Mon 11/30/15
3			Concept Design	20 days	Mon 12/14/15	Fri 1/8/16
4			Completed Text (owner) rec. by ECI	0 days	Wed 1/20/16	Wed 1/20/16
5			Image Selection (owner) rec. by ECI	0 days	Wed 1/20/16	Wed 1/20/16
6			Concept Approval	8 days	Mon 1/11/16	Wed 1/20/16
7			Graphic Design	20 days	Wed 1/20/16	Tue 2/16/16
8			Graphic Approval	8 days	Tue 2/16/16	Thu 2/25/16
9			Shop Drawings & Engineering	10 days	Wed 1/20/16	Tue 2/2/16
10			Submittals	5 days	Wed 1/27/16	Tue 2/2/16
11			Shop Drawings Approval	8 days	Wed 2/3/16	Fri 2/12/16
12			Fabricate Sign	40 days	Tue 2/16/16	Mon 4/11/16
13			Graphic Production	35 days	Mon 2/29/16	Fri 4/15/16
14			Foundation Placement	5 days	Mon 4/4/16	Fri 4/8/16
15			Pack, Load, Ship	1 day	Fri 4/15/16	Fri 4/15/16
16			Install	10 days	Mon 4/18/16	Fri 4/29/16
17			Substantial Completion	0 days	Fri 4/29/16	Fri 4/29/16
18			Contract End Date	0 days	Tue 5/31/16	Tue 5/31/16
19			Closeout Documents	5 days	Fri 4/29/16	Thu 5/5/16

The Huron-Clinton Metropolitan Authority agrees to provide:

- Interpretive Text and Graphic Design layout for header and footer of signs

**HURON-CLINTON METROPOLITAN  
AUTHORITY**  
**Request for Proposal**

**RFP#:** 15-052

**TITLE:** Interpretive Kiosk/Panels

**ISSUE DATE:** September 11, 2015

**PROPOSAL DUE DATE:** **September 30, 2015 2:00 pm** (prevailing Eastern Time)

**LOCATION:** Huron-Clinton Metropolitan Authority  
Purchasing Department  
13000 High Ridge Drive  
Brighton, Michigan 48114  
(810) 227-2757

**PUBLIC OPENING:** **2:00 pm** (prevailing Eastern Time)

**LOCATION:** Huron-Clinton Metropolitan Authority  
Purchasing Department  
13000 High Ridge Drive  
Brighton, Michigan 48114  
(810) 227-2757

**DESCRIPTION:** The Huron-Clinton Metropolitan Authority ("HCMA") is soliciting bids for Interpretive Kiosk/Panels at Lake Erie Metropark.

A copy of the complete Invitation for Bids (RFP) document may also be obtained from the Purchasing Department, 13000 High Ridge Drive, Brighton, Michigan 48114.

**RESPONSE TO BID CAN BE MADE ONLINE AT BIDNET. Your completed bid can be uploaded back onto bidnet. Any problems contact BIDNET.**

The Huron Clinton Metropolitan Authority (HCMA) is committed to an affirmative Action Program to ensure that all citizens have the opportunity for the equality of treatment in service and employment.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR BIDS DOCUMENT.**

Direct all inquiries to Maria Van Rooijen, Purchasing Agent

Email [maria.vanrooijen@metroparks.com](mailto:maria.vanrooijen@metroparks.com)

THIS BID IS OFFERED BY: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 1. **GENERALLY:**

- A. All entities submitting a Proposal to this RFP (each a “Bidder” or collectively, the “Bidders”) must carefully read and thoroughly comply with this Request for Proposals, these Instructions to Bidders, the HCMA Standard Agreement form, and the Specifications (together, the “Invitation to Bid”). The Invitation to Bid and the Bidder’s proposal, including all attachments and accompanying documents, shall become part of the contractual agreement entered into with the successful bidder (the “Contract”).
- B. Proposals shall include all applicable licensing, permitting, regulatory, import and other fees and costs applicable to the contract.
- C. The Bidder’s proposal shall not contain any condition purporting to limit the Bidder’s liability for damages, actual, consequential or otherwise, in any manner, and any such condition shall be null, void, and of no force or effect.
- D. The Bidder and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The Bidder shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.
- E. Bidder shall comply with all Federal, State, and municipal laws, rules and regulations in the performance of the contract and in the employment of persons, and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon the HCMA’s request, evidence of compliance with any law and the payment of any fee, tax or charge. Bidder will defend, indemnify and hold harmless the HCMA against any and all claims, charges, liens, garnishments and levies arising out of Bidder’s failure to comply as required by this paragraph.
- F. By submitting its proposal, the Bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

### 2. **BID SUBMISSION:**

- A. Bids received after the day and time designated will not be accepted and will be returned to the Bidder.
- B. All bids submitted in response to this invitation shall become the property of the HCMA and be a matter of public record available for review.
- C. Submit bids on [www.govbids.com](http://www.govbids.com) then MITN.
- D. Each bid shall include a description of the Bidder, the state in which it is licensed to do business (if other than Michigan), and shall include the names, resumes, and experience of the personnel to be assigned to this project. HCMA at its reasonable discretion may require further information from the Bidder, including detailed financial information, which information shall be promptly provided.
- E. Any alternate bids that are submitted may be considered, in the sole discretion of HCMA.
- F. \_\_\_\_\_. If checked, bids must be accompanied by a bid deposit in the amount of \_\_\_\_% of the bid price. The bid deposit of the successful Bidder will be held until the contract has been duly executed by HCMA. The amount of the bid deposit may be forfeited to HCMA as liquidated damages upon the refusal or neglect of the Bidder to proceed. Bid deposits of unsuccessful bidders will be returned by HCMA within forty-five (45) days after the date set for bid opening.
- G. Bidders are advised that after the date and time set for the opening of bids, all proposals and information submitted with their bid will constitute public records subject to disclosure under the Michigan Freedom of Information Act.
- H. Bidders are solely responsible for any and all costs to prepare their bid, including any site visits and engineering analysis.

### 3. **PREPARATION OF BIDS:**

- A. The bid shall be signed on the OFFER TO CONTRACT page and Bidder shall include the full name and address of the Bidder. HCMA is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices.

4. **SIGNATURES:** All bids, notifications, claims and statements must be signed by an individual authorized to bind the Bidder. Any individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the Bidder.
5. **REJECTION OR WITHDRAWAL:** Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid non-responsive and may result in bid rejection. The HCMA reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn by giving written notice to HCMA, attention Purchasing Department prior to the date and time set for bid opening. Bids are an irrevocable offer and may not be withdrawn for a period of 90 days after opening date.
6. **AWARD:** Unless otherwise specified in this RFP, the HCMA reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the HCMA. Any Bidder who is in default to the HCMA at the time of submittal of the bid shall have his bid rejected. The HCMA reserves the right to clarify any contractual terms with the concurrence of the Bidder; however, any substantial non-conformity in the offer, as determined by the HCMA, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the HCMA shall consider the qualifications of the Bidders, and where applicable, location, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the HCMA may conduct such investigations, as deemed necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the Contract.
7. **CONTRACT:** A response to an RFP is an offer to contract with the HCMA based upon the terms, conditions, and specifications contained in the HCMA bid document and HCMA Standard Agreement form. All of the terms and conditions of the Contract are contained in the Invitation to Bid unless any of the terms and conditions is modified by an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
8. **CONTRACT COMPLIANCE/AFFIRMATIVE ACTION PROGRAM:** The HCMA is committed to a Contract Compliance/Affirmative Action Program to ensure that all citizens have the opportunity for the equality of treatment in service and employment.
9. **BID RESULTS:** Bidders interested in receiving a tabulation of this RFP must include a self-addressed stamped envelope with bid. A bid tabulation will be on file and available for review after Contract award in the Purchasing Department.
10. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid document will be on file in the HCMA Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the Bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the Contract and all Bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Purchasing Department.
11. **SPECIFICATIONS:** Unless otherwise stated by the Bidder, the bid will be considered as being in accordance with the HCMA applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Bidder in interpreting the requirements of the HCMA, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The HCMA reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The HCMA reserves the right to disregard any conflicting terms and conditions submitted by the Bidder and hold the Bidder to the submitted bid price. The HCMA strongly discourages the submittal of anything that is not specifically requested in this solicitation.
12. **DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included, if applicable.

13. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
14. **CURRENCY:** Prices calculated by the Bidder shall be stated in U.S. dollars.
15. **PRICING:** Prices shall be stated in units of quantity specified in the RFP Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.
16. **VENDOR EVALUATION:** Experience with the HCMA shall be taken into consideration when evaluating responsibility of the vendor
17. **NOTICE TO PROCEED/PURCHASE ORDER:** The successful Bidder may not commence work under this Contract until authorized to do so by the Purchasing Department.
18. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Bidder certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the Contract.
  - D. The Bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, and Kickbacks from Public Employees.
19. **VENDOR EVALUATION:** Experience with the HCMA shall be taken into consideration when evaluating responsibility of the vendor.

## SPECIAL TERMS AND CONDITIONS

1. **PAYMENT:** Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for work performed. Some payments will be by p card/procurement card. Or as stated in proposal.
2. **TERM AND RENEWAL:** The term of the Contract shall commence on the first of the month following award, unless otherwise identified herein or a different date is required. The Contract shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Bidder agrees that the HCMA shall have the right, upon mutual consent, to renew the Contract for up to two (2) additional one-year periods. In the event that the HCMA exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price.
3. **PRICE ADJUSTMENT:** The HCMA may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a Contract renewal and shall be a factor in the renewal review process. The HCMA shall determine whether the requested price increase or an alternate option is in the best interest of the HCMA.
4. **QUANTITIES:** In the case of Annual Requirements Contracts, the HCMA reserves the right to increase or decrease the estimated quantity as best fits its needs, and the HCMA does not guarantee maximums or minimums. The HCMA also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this Contract if extenuating circumstances exist.
5. **BIDDER'S INSURANCE:**
  - A. The Bidder shall at the time of execution of this Contract, file with the Authority the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said Authority and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the Authority. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Bidder's responsibility for payment of damages resulting from his operations under this Contract. No work shall commence on the site of the Contract until such Insurance is received and approved by the Authority.
  - B. The Bidder and each Sub-Bidder shall maintain insurance in force at all times during the term of this agreement at the minimum amounts and types as indicated.
  - C.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>		
Workers' Compensation:		\$	100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$	1,000,000 each occurrence
	Property Damage	\$	1,000,000 each occurrence
	or Combined Single Limit	\$	1,000,000
Automobile Liability:	Bodily Injury	\$	300,000 each person
	Liability	\$	500,000 each occurrence
	Property Damage	\$	500,000
	or Combined Single Limit	\$	500,000

The Bidder and each Sub Bidder shall name the Authority as an Additional Named Insured on their **Commercial General Liability** coverage, and shall provide the Authority with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the Authority and so noted on the Certificate of Insurance. All certificates and notices shall be sent to Huron-Clinton Metropolitan Authority, 13000 High Ridge Drive, Brighton, Michigan 48114.

# INSTRUCTIONS TO PROPONENTS

## 1. PROPOSAL SUBMITTAL

- A. It is the responsibility of the Proponent to insure that the Proposal is received in the Interpretive Services Department prior to the designated date and time.
- B. Proposals must be submitted in a sealed envelope with the Project Title, Proponent's name and full address shown on the envelope, and delivered during normal business hours (8:00 AM – 4:00 PM EST, Mon.- Fri.) to the address shown above.
- C. Proposals shall be submitted in duplicate, unless otherwise required herein.
- D. All Proposals submitted in response to this RFP shall become the property of the Authority and shall be matters of public record available for review.

- 2. **PREPARATION OF PROPOSALS:** The Proposal should be prepared in the format as described in Section 3, "Proposal Format". The Proposal may otherwise be in accordance with Proponent's standard format. The Proposal must be signed by a person authorized to bind and commit the Proponent to provide such services offered to the Authority.

## 3. PROPOSAL FORMAT

### Part I - Technical

- A. General Information and Project Team: State the Proponent's full name, address, and federal I.D. number and, if applicable, the branch office, sub-consultants or other entities that will provide or assist in providing the service. Indicate whether Proponent operates as an individual, partnership, or corporation. If a corporation, include the state of incorporation, and indicate licensure in the State of Michigan.
- B. Understanding of Project and Tasks: Proponent must understand the Project and the professional services needed to achieve the Authority's goal. State understanding of the Project requirements and summarize the plan for accomplishing the Project. Indicate experience with similar projects, sites, and clients as examples.
- C. Management Summary, Work Plan, and Schedule: Describe proposed methodology for and quality of services and deliverables to be provided. Describe the proposed plan for accomplishing the Project. Describe concisely each professional task, event, and deliverable required for Project completion. Avoid reiteration of language and tasks from this RFP. Include a Project sequence and timeline for meeting the Project schedule.
- D. Personnel: Proponent must have sufficiently qualified staff with expertise necessary to undertake the Project. Include the full names of all personnel by classification that will be employed in the Project and resumes of key personnel. Describe lines of communication for personnel, sub-consultants and Authority.
- E. Budget Review: Review the proposed Project budget for adequacy for meeting the Statement of Work for the Project. If in the Proponent's opinion the proposed budget is inadequate, provide the basis for the opinion and offer suggestions for addressing the issue. Such opinion will not adversely affect review of the Proposal.
- F. References: Provide references, with contact information, of previous clients, particularly for similar projects. Provide an outline of experience with similar projects, sites, and clients.

### Part II – Cost Proposal

- A. Cost Proposal: The Cost Proposal shall correspond to phases and tasks of the work plan outlined in the Technical Proposal and the RFP. The cost proposed shall be estimated using billable hourly rates and the hours expected to be necessary by staff to complete the phases of work. Include an hourly rate sheet and fees of sub-consultants, with applicable markups as a percentage of sub-consultant fees. The Authority is exempt from federal excise and state sales taxes, and such taxes shall not be included in Proponent's costs.

- B. Other Costs: All other costs, such as fringe benefits, vacations, sick leave, insurance, meals, lodging, travel, computer time, and clerical/secretarial services (not Project-related), telephone services, miscellaneous travel, reproduction services for other than bidding documents, employees not providing a direct service, other indirect costs, overhead and profit, shall be included in the calculation of the Proponent's billing rates.
- C. Completeness of Proposal: The cost proposal for each phase or task of the work shall include all services required associated with that phase or task, as necessary to achieve the intent of the Project. Any contract issued by the Authority pursuant to this proposal anticipates that the Professional will provide, but shall not seek compensation for, services necessary to respond to and resolve contractor claims arising wholly or in part from the Professional's design errors or omissions or other aspects of the design or for any aspect of the Professional's performance which is inconsistent with the Professional or construction contracts. No task or part thereof may include costs for such efforts.
- D. Compensation Information: Provide compensation information for the Professional, its employees, and for any sub-consultants. Provide information by employee name and classification. Identify any hourly billable rate change anticipated during the Project.
- E. Cost of Phase or Task: Identify the estimated cost for each phase or task. The combination of all phases or tasks shall become the maximum not-to-exceed cost for all services provided under the Agreement. Compensation for each phase or task will be in accordance with the attached "Professional Services Contract".

#### **4. REQUESTS FOR INFORMATION**

- A. All requests for information shall be made within a reasonable time prior to the date and time fixed for receiving Proposals, in order that a response can be issued.
- B. For minor information or clarifications not requiring written addenda, the Interpretive Services Department may provide verbal responses.
- C. For other requests for information the Interpretive Services Department will issue addenda as required.
- D. Record drawings or other documents may be attached to the Statement of Work as deemed applicable to the Project. Additional record drawings or documents on file at the Authority's offices are available for inspection upon request and will be made available to Proponents as deemed applicable.
- E. Proponent is encouraged to inspect the Project site to become familiar with the existing conditions present at the site. By submitting a Proposal the Proponent represents it is sufficiently knowledgeable of the site to achieve the intent of the Project. Proponent may contact the Project Representative to schedule a site inspection.

## STATEMENT OF WORK

**DESIGN PROJECT TITLE:** Interpretive Kiosk/Panels  
**PARK NAME:** Lake Erie Metropark  
**PARK ADDRESS:** 32481 West Jefferson  
Brownstown, MI 48173

**PROJECT DESCRIPTION:** The Consultant shall provide a turnkey project which includes: the design, interpretive signs (design, proofing, fabrication and shipping of high pressure laminate signs), construction, shipping and installation of an interpretive kiosk/panel for Lake Erie Metropark. Plans and specifications shall provide for a complete turnkey project for all items. Consultant shall work with Park Staff to collaborate and refine the interpretive kiosk/panel. Design options shall be presented with an estimated cost for each. The Consultant shall provide all drawings and data created during the design of the interpretive signs and will become the property of the Owner and turned over to the Owner for their use, including electronic files. The Owner will provide construction management and oversight as outlined below.

**THEME:** Bird of Prey Migration  
**AUDIENCE:** General  
**RESOURCES:** Text and graphic design template  
**BUDGET:** \$ 24,000

### DETAILED STATEMENT OF WORK:

#### A. Design Phase

- Consultant shall provide the design of interpretive kiosk/panels that will include a recognition piece or component. Designs shall include an Art/Sculpture element, powder coated steel preferred. Themes to include: prime fall hawk/birds of prey migration. Proposal for interpretive panels will include costs break down for individual components including drawings/paintings/photos and their specifications. Project should include some natural materials, preferably treated wood or cedar, requiring little maintenance). The design of the kiosk/panel will be an open concept to appreciate the landscape, which is on the shore of the Detroit River. The location can accommodate a piece about nine feet wide. The kiosk/panel will be situated on a concrete pad. See attachment A(1) for examples.
- Consultant shall provide examples of previous work
- Consultant shall provide footing design, frame design and specify materials used.
- Consultant selection will be based on creativity, understanding of project and experience.
- Consultant shall provide an itemized list of all components and associated costs for a turnkey project.
- Consultant shall provide the illustrations in jpg, tiff or esp format.
- Consultant to attend periodic (monthly or as necessary) design progress meetings.
- Consultant to provide reproducible of design documents to HCMA, hard copy and electronically.
- Consultant to maintain notes or minutes of design progress meetings.
- HCMA to provide text and graphic design template for interpretive signs.
- Consultant shall provide construction/fabrication, shipping and final installation of interpretive kiosk/panel(s).

#### **PROPOSED SCHEDULE (Example)**

Authorization	Week 0
Pre-Design Meeting	Week 1
Schematic/ Concept Design Complete; Submit to Owner	Week 3
Owner Approval Schematic/ Concept Design	Week 4
50% Design Complete; Submit to Owner	Week 5
Owner 50% Review Comments to Professional	Week 6
90% Design Complete; Submit to Owner	Week 7
Owner 90% Review Comments to Professional	Week 8
Drawings and Technical Specifications to Owner	Week 9
Fabrication, shipping and installation	Week 10

**Image A**



**Image B**



**Image C**

**OFFER AND AGREEMENT FORM**

**TO THE HURON-CLINTON METROPOLITAN AUTHORITY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has HCMA to submit this proposal, which will result in a binding Contract if accepted by the Huron-Clinton Metropolitan HCMA.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Exhibit Concepts, Inc.  
Company Name

For clarification of this offer, contact:

700 Crossroads Court  
Address

Name: Steven Lowry

Vandalia                      Ohio                      45377  
City                              State                              Zip

Phone: 937-890-7000 Ext. 2261

  
Signature of Person Authorized to Sign

Fax: 937-890-1750

Gerald Spangler  
Printed Name

Vice President, Special Environments  
Title

**VENDOR REGISTRATION SHEET**

Project Name: Interperive Kiosk/Panels

Product Trade Name: \_\_\_\_\_

1. Exhibit Concepts, Inc.

Firm Name

Steven Lowry 937-890-7000 Ext. 2261  
Contact Name Phone

2. 700 Crossroads Court Vandalia Ohio 45377  
Address/City/State/Zip

937-890-7000 937-890-1750 Montgomery  
Telephone Fax Number County

3. \_\_\_\_\_  
Name and address of Headquarters/Home Office, if different from above.

4. What is main function of your business? (Be specific.)

Exhibit Design and Fabrication Firm


5. Year established 1978

6. Company ownership (if any) \_\_\_\_\_

7. Personnel in development and support, full time and total. 104

8. Is the firm Minority Owned? WBE

9. Please include a copy of your current business license.

  
\_\_\_\_\_  
Authorized Signature

Vice President, Special Environments  
\_\_\_\_\_  
Position Title

**SERVICES AGREEMENT**  
**BETWEEN**  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
**AND**  
**EXHIBIT CONCEPTS**  
AGREEMENT EXPIRATION DATE: June 1, 2016

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Huron Clinton Metropolitan Authority. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** Huron Clinton Metropolitan Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Huron Clinton Metropolitan Authority as additional insured, coverage afforded is considered to be primary and any other insurance Huron Clinton Metropolitan Authority may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Huron Clinton Metropolitan Authority, Jennifer Hollenbeck, Interpretive Services Manager, 13000 High Ridge Dr., Brighton, MI 48114.
6. **Proof of Insurance Coverage:** The Contractor shall provide Huron Clinton Metropolitan Authority at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Huron Clinton Metropolitan Authority at least ten (10) days prior to the expiration date.



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 700-15-014  
 Project Title: Administration Office Redesign  
 Project Type: Major Maintenance  
 Location: Administration Office, Livingston County  
 Date: January 7, 2016

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) issue a Purchase Order to the low responsive, responsible bidder, Office Max in the amount of \$50,767.34; and (2) transfer \$50,768 from the Administrative Office Unallocated account to the respective operations accounts for Engineering, Planning, Graphics, Purchasing and Natural Resources to cover the cost of the project recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This project is an unbudgeted project. Funds are available in the 2016 budget for the Administration Office addition.

**Scope of Work:** Work includes the removal of old furniture and installation of new smaller modular cubical office workstations for existing and new employees at the south end of the Administrative Office.

**Background:** The existing engineering, planning, graphics, and natural resource department's workspace needs to be reconfigured in order to accommodate new part-time and full-time employees. Currently, eight full-time and nine part-time employees utilize this space. An additional seven spaces are needed to accommodate for the budgeted, and approved, new part-time and full-time employees. The new configuration will accommodate at least 24 people. This is a temporary solution while staff continues to research other options regarding office space.

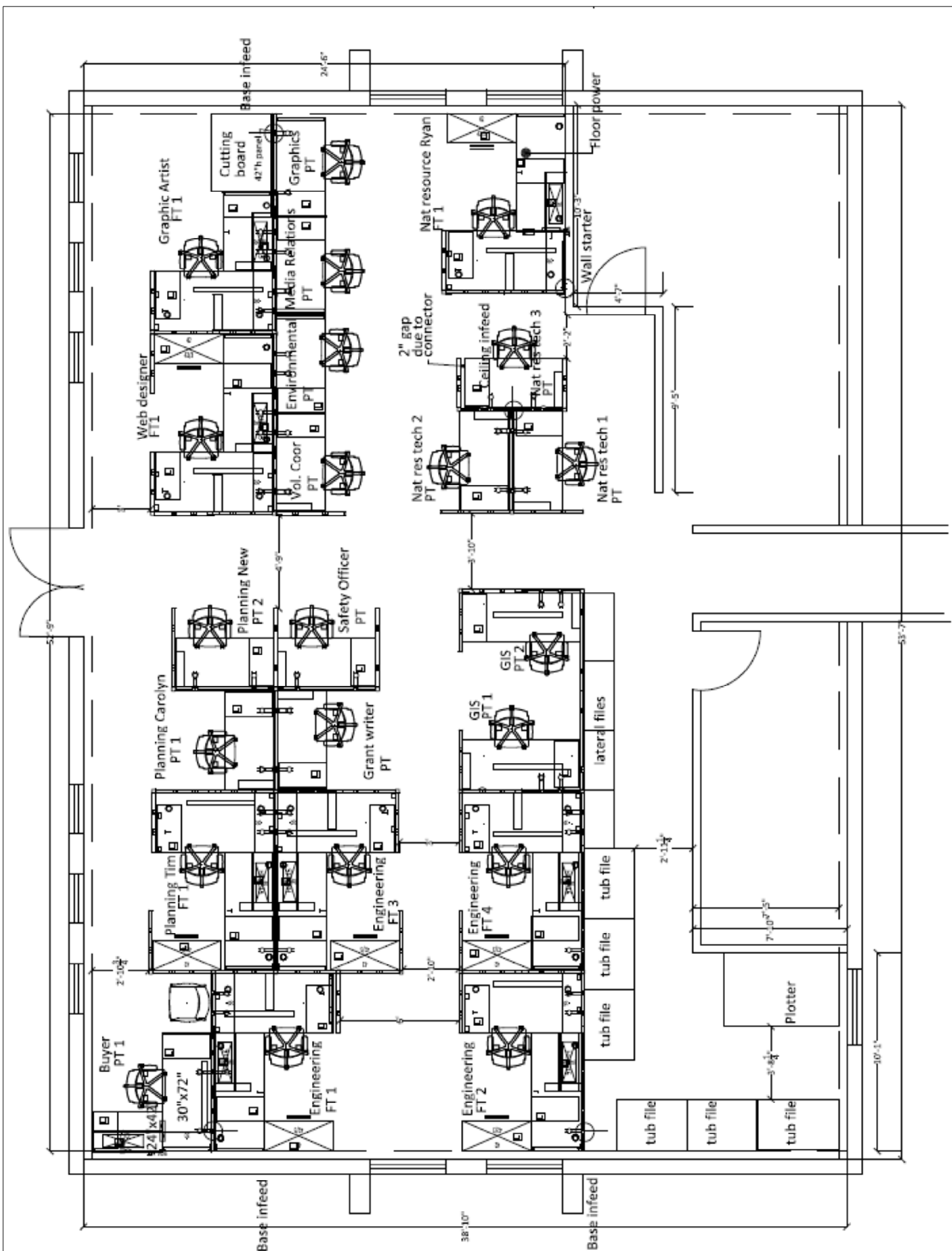
The cubicles include a desk, shelf, and storage cabinet.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Office Max	Northville	\$50,767.34
Work Order Amount		
Purchase order Amount for Contract Services		<u>\$50,767.34</u>
Total Proposed Work Order Amount (Rounded)		\$50,768.00

The Purchasing Department reported and publicly advertised this project on MITN Michigan Inter-governmental Trade Network. There was one bid response, which was Office Max.

**Attachment: Design Layout**







PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	11,355	10,853	11,830	-4%
Wolcott Mill	5,185	3,702	2,642	96%
Stony Creek	15,264	14,475	15,654	-2%
Indian Springs	2,273	2,461	2,557	-11%
Kensington	34,178	33,177	31,436	9%
Huron Meadows	2,529	2,518	3,396	-26%
Hudson Mills	7,678	7,001	7,270	6%
Lower Huron/Willow/Oakwoods	21,495	25,974	25,215	-15%
Lake Erie	6,100	4,798	5,576	9%
Monthly TOTALS	106,057	104,959	105,577	0%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 28,070	\$ 23,527	\$ 23,909	17%
\$ 89,458	\$ 73,842	\$ 63,457	41%
\$ 8,397	\$ 7,357	\$ 7,426	13%
\$ 70,995	\$ 61,467	\$ 57,243	24%
\$ 238	\$ 1,830	\$ 3,286	-93%
\$ 19,330	\$ 16,386	\$ 16,194	19%
\$ 24,066	\$ 18,993	\$ 25,618	-6%
\$ 21,021	\$ 18,251	\$ 17,527	20%
\$ 261,575	\$ 221,653	\$ 214,659	22%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	390,781	364,692	396,778	-2%
Wolcott Mill	56,946	52,403	45,102	26%
Stony Creek	530,902	508,654	524,845	1%
Indian Springs	83,835	85,092	90,282	-7%
Kensington	799,033	748,943	760,395	5%
Huron Meadows	93,416	88,504	87,870	6%
Hudson Mills	206,444	212,003	224,420	-8%
Lower Huron/Willow/Oakwoods	516,684	510,827	519,255	0%
Lake Erie	181,679	155,728	177,936	2%
Monthly TOTALS	2,859,720	2,726,846	2,826,883	1%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 1,290,616	\$ 1,205,199	\$ 1,080,070	19%
\$ 1,911,382	\$ 1,833,069	\$ 1,590,315	20%
\$ 249,664	\$ 237,858	\$ 212,626	17%
\$ 1,978,934	\$ 1,787,597	\$ 1,535,792	29%
\$ 82,678	\$ 75,169	\$ 61,563	34%
\$ 461,984	\$ 465,387	\$ 400,873	15%
\$ 876,575	\$ 846,067	\$ 765,883	14%
\$ 513,085	\$ 493,633	\$ 441,211	16%
\$ 7,364,918	\$ 6,943,979	\$ 6,088,332	21%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 44,555	\$ 26,355	\$ 28,956	54%
Wolcott Mill	\$ 19,624	\$ 26,200	\$ 29,189	-33%
Stony Creek	\$ 102,310	\$ 80,327	\$ 73,461	39%
Indian Springs	\$ 16,643	\$ 13,149	\$ 11,726	42%
Kensington	\$ 142,321	\$ 106,380	\$ 108,711	31%
Huron Meadows	\$ 364	\$ 4,312	\$ 6,881	-95%
Hudson Mills	\$ 28,750	\$ 20,050	\$ 22,390	28%
Lower Huron/Willow/Oakwoods	\$ 25,868	\$ 19,642	\$ 27,430	-6%
Lake Erie	\$ 29,233	\$ 19,627	\$ 19,378	51%
Y-T-D TOTALS	\$ 409,668	\$ 316,043	\$ 328,123	25%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 2,034,296	\$ 1,699,397	\$ 1,616,579	54%
\$ 510,786	\$ 540,768	\$ 548,431	-7%
\$ 3,532,119	\$ 3,332,393	\$ 3,008,661	17%
\$ 1,060,848	\$ 958,182	\$ 907,083	17%
\$ 3,966,003	\$ 3,452,044	\$ 3,119,571	27%
\$ 848,990	\$ 772,992	\$ 715,145	19%
\$ 1,050,821	\$ 953,257	\$ 876,799	20%
\$ 2,803,456	\$ 2,522,295	\$ 2,453,909	14%
\$ 1,623,945	\$ 1,519,461	\$ 1,490,156	9%
\$ 17,431,264	\$ 15,750,789	\$ 14,736,333	18%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	978,629	925,749	966,725	1%
Western	1,182,728	1,134,542	1,162,967	2%
Southern	698,363	666,555	697,191	0%

Y-T-D Total Revenue by Management Unit			
Current	Previous	Prev 3 Yr Avg	Change from Average
6,077,201	5,572,558	5,173,670	17%
6,926,662	6,136,475	5,618,599	23%
4,427,401	4,041,756	3,944,064	12%

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	0	0	0	-
Stony Creek	0	0	0	-
Indian Springs	0	0	0	-
Kensington	0	0	0	-
Huron Meadows	0	0	0	-
Hudson Mills	0	0	0	-
Willow	0	0	0	-
Lake Erie	95	0	0	-
Total Regulation	95	0	0	-
LSC Par 3	0	0	2	-
LSC Foot Golf	0	0	0	-
L. Huron Par 3	0	0	0	-
L. Huron Foot Golf	0	0	0	-
Total Golf	95	0	2	-

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ 516	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 3,811	\$ -	\$ 273	1298%
\$ 3,811	\$ -	\$ 789	383%
\$ -	\$ -	\$ 10	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 3,811	\$ -	\$ 799	377%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	14,473	12,864	15,088	-4%
Stony Creek	29,910	29,367	33,152	-10%
Indian Springs	24,346	22,444	23,274	5%
Kensington	30,473	26,255	30,261	1%
Huron Meadows	26,363	21,585	23,564	12%
Hudson Mills	17,498	14,786	14,346	22%
Willow	23,747	20,295	19,701	21%
Lake Erie	24,795	21,561	20,774	19%
Total Regulation	191,605	169,157	180,159	6%
LSC Par 3	7,665	7,896	10,678	-28%
LSC Foot Golf	1,373	0	0	-
L. Huron Par 3	4,609	5,075	5,967	-23%
L. Huron Foot Golf	610	0	0	-
Total Golf	205,862	182,128	196,804	5%

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 337,412	\$ 259,442	\$ 298,309	13%
\$ 905,475	\$ 749,912	\$ 813,445	11%
\$ 573,676	\$ 539,254	\$ 547,028	5%
\$ 715,503	\$ 642,156	\$ 709,221	1%
\$ 644,133	\$ 576,670	\$ 589,917	9%
\$ 338,861	\$ 291,616	\$ 284,868	19%
\$ 619,677	\$ 474,663	\$ 463,300	34%
\$ 491,243	\$ 457,978	\$ 457,147	7%
\$ 4,625,980	\$ 3,991,691	\$ 4,163,233	11%
\$ 55,722	\$ 48,341	\$ 60,345	-8%
\$ 8,899	\$ -	\$ -	-
\$ 30,469	\$ 31,507	\$ 34,188	-11%
\$ 3,862	\$ -	\$ -	-
\$ 4,724,932	\$ 4,071,539	\$ 4,257,766	11%

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-
KMP Splash	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ 1	\$ 0	-
\$ 2,080	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 1	\$ 112	\$ 37	-99%
\$ 2,081	\$ 113	\$ 38	5423%

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	56,318	40,323	44,872	26%
KMP Splash	46,207	45,093	48,633	-5%
Lower Huron	96,069	86,424	100,016	-4%
Willow	20,473	17,354	18,357	12%
Lake Erie	38,374	39,176	40,181	-4%
TOTALS	257,441	228,370	252,058	2%

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 224,495	\$ 160,357	\$ 159,792	40%
\$ 252,780	\$ 198,146	\$ 192,981	31%
\$ 918,579	\$ 709,868	\$ 713,393	29%
\$ 98,888	\$ 61,789	\$ 64,039	54%
\$ 216,900	\$ 188,864	\$ 199,521	9%
\$ 1,711,642	\$ 1,319,024	\$ 1,329,726	29%

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	2	1	4	-45%
Shelters	0	0	0	-
Boat Launches	13	1	8	70%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Activity Center	11	8	7	50%
Stony Creek				
Disc Golf Daily	0	0	4	-
Disc Golf Annual	1	0	0	200%
Total Disc Golf	1	0	4	-77%
Shelters	8	8	8	4%
Boat Rental	0	0	0	-
Boat Launches	0	2	1	-
Indian Springs				
Shelters	0	1	0	-
Event Room	0	330	143	-
Kensington				
Disc Golf Daily	176	14	12	1367%
Disc Golf Annual	2	4	4	-50%
Total Disc Golf	178	18	16	1013%
Shelters	19	11	14	36%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	0	0	0	-
Hudson Mills				
Disc Golf Daily	317	390	289	10%
Disc Golf Annual	15	11	12	29%
Total Disc Golf	332	401	301	10%
Shelters	3	3	2	80%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	4	0	4	9%
Lake Erie				
Shelters	3	3	3	-10%
Boat Launches	307	204	152	102%
Marina	0	0	0	-

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ -	\$ 67	-
\$ 1,825	\$ 1,550	\$ 1,508	21%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 1,325	\$ 695	-
\$ -	\$ -	\$ 8	-
\$ 50	\$ -	\$ 17	200%
\$ 50	\$ -	\$ 25	100%
\$ 1,800	\$ 1,200	\$ 1,400	29%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 200	\$ 67	-
\$ 7,400	\$ 2,400	\$ 2,767	167%
\$ 30	\$ 8	\$ 17	80%
\$ 110	\$ 200	\$ 193	-43%
\$ 140	\$ 208	\$ 210	-33%
\$ 4,200	\$ 2,375	\$ 3,000	40%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 951	\$ 780	\$ 578	65%
\$ 785	\$ 550	\$ 583	35%
\$ 1,736	\$ 1,330	\$ 1,161	49%
\$ 600	\$ 600	\$ 333	80%
\$ 4,169	\$ 41	\$ 33	12407%
\$ 800	\$ -	\$ 750	7%
\$ 600	\$ 600	\$ 600	0%
\$ -	\$ -	\$ -	-
\$ 2,187	\$ -	\$ -	-

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	61	43	66	-8%
Shelters	493	365	443	11%
Boat Launches	5,679	5,787	6,700	-15%
Marina	3,285	3,314	3,081	7%
Mini-Golf	10,058	9,458	10,316	-3%
Wolcott Mill				
Activity Center	114	108	99	15%
Stony Creek				
Disc Golf Daily	18,131	19,547	22,743	-20%
Disc Annual	106	54	70	51%
Total Disc Golf	18,237	19,601	22,813	-20%
Shelters	387	388	449	-14%
Boat Rental	16,752	15,852	16,362	2%
Boat Launches	1,902	1,909	2,008	-5%
Indian Springs				
Shelters	62	68	53	17%
Event Room	7,526	8,595	8,568	-12%
Kensington				
Disc Golf Daily	23,404	28,785	30,142	-22%
Disc Annual	206	100	110	87%
Total Disc Golf	23,610	28,885	30,252	-22%
Shelters	501	447	475	5%
Boat Rental	23,055	18,442	15,797	46%
Huron Meadows				
Shelters	25	16	26	-3%
Hudson Mills				
Disc Golf Daily	10,592	12,406	14,379	-26%
Disc Annual	178	124	133	34%
Total Disc Golf	10,770	12,530	14,512	-26%
Shelters	106	116	140	-24%
Canoe Rental	5,624	6,272	5,972	-6%
Lower Huron / Willow / Oakwoods				
Shelters	294	317	392	-25%
Lake Erie				
Shelters	74	77	102	-27%
Boat Launches	13,752	12,439	15,035	-9%
Marina	70	87	80	-13%

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 35,350	\$ 13,750	\$ 20,667	71%
\$ 72,864	\$ 68,965	\$ 73,123	0%
\$ -	\$ -	\$ -	-
\$ 21,874	\$ 24,251	\$ 27,004	-19%
\$ 35,727	\$ 33,492	\$ 32,747	9%
\$ 18,100	\$ 19,480	\$ 17,567	3%
\$ 59,430	\$ 39,086	\$ 42,555	40%
\$ 4,760	\$ 2,550	\$ 3,090	54%
\$ 64,190	\$ 41,636	\$ 45,645	41%
\$ 78,500	\$ 77,310	\$ 80,932	-3%
\$ 176,389	\$ 134,198	\$ 137,410	28%
\$ -	\$ -	\$ -	-
\$ 7,100	\$ 9,600	\$ 8,533	-17%
\$ 72,458	\$ 66,782	\$ 70,073	3%
\$ 69,205	\$ 57,550	\$ 60,237	15%
\$ 7,006	\$ 4,678	\$ 5,115	37%
\$ 76,211	\$ 62,228	\$ 65,352	17%
\$ 112,750	\$ 100,370	\$ 95,290	18%
\$ 244,196	\$ 213,668	\$ 185,500	32%
\$ 5,000	\$ 3,200	\$ 4,567	9%
\$ 31,776	\$ 24,812	\$ 28,759	10%
\$ 9,510	\$ 5,800	\$ 6,300	51%
\$ 41,286	\$ 30,612	\$ 35,059	18%
\$ 21,200	\$ 23,200	\$ 25,567	-17%
\$ 29,185	\$ 27,487	\$ 26,468	10%
\$ 64,050	\$ 70,875	\$ 74,788	-14%
\$ 15,900	\$ 17,300	\$ 17,358	-8%
\$ -	\$ -	\$ -	-
\$ 160,813	\$ 163,412	\$ 173,027	-7%

PARK	Winter Sports this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
XC Skiers	0	0	2	-
Ice Skaters	0	0	44	-
Sledders	0	0	0	-
Ice Fishermen	0	0	257	-
Stony Creek				
XC Skiers	0	0	622	-
Ice Skaters	0	0	0	-
Sledders	0	0	2,459	-
Ice Fishermen	0	0	36	-
Indian Springs				
XC Skiers	0	0	45	-
Sledders	0	0	0	-
Kensington				
XC Skiers	0	0	458	-
Ice Skaters	0	0	0	-
Sledders	0	0	0	-
Ice Fishermen	0	0	66	-
Huron Meadows				
XC Skiers	0	350	811	-
Ice Fishermen	0	0	0	-
Hudson Mills				
XC Skiers	0	0	402	-
Lower Huron				
Ice Skaters	0	0	4	-
Willow				
XC Skiers	0	0	77	-
Ice Fishing	0	0	1	-
Sledders	0	0	999	-
Lake Erie				
XC Skiers	0	0	2	-
Sledders	0	0	12	-
Ice Fishing	0	0	0	-

Winter Sports Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
33	103	54	-39%
385	488	323	19%
582	525	175	233%
4,708	5,609	4,864	-3%
3,103	4,017	2,816	10%
1,074	0	355	202%
5,850	4,046	6,494	-10%
731	748	602	21%
227	273	233	-2%
352	373	373	-6%
3,361	4,663	2,585	30%
1,161	1,204	589	97%
5,332	0	0	-
296	2,417	1,008	-71%
5,160	8,410	5,124	1%
203	592	245	-17%
1,565	3,325	1,697	-8%
1,201	479	270	345%
14	570	335	-96%
170	166	76	125%
2,524	2,900	2,803	-10%
105	47	27	294%
278	140	101	175%
1,667	1,169	933	79%

INTERPRETIVE FACILITIES

PARK	Monthly Patrons Served			
	(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	2,755	4,281	3,440	-20%
Wolcott Mill	7,025	5,785	6,112	15%
Wolcott Farm	2,106	1,913	2,498	-16%
Stony Creek	9,860	8,820	8,904	11%
Indian Springs	2,720	3,887	3,300	-18%
Kens NC	12,926	13,435	13,429	-4%
Kens Farm	5,954	7,728	7,153	-17%
Mobile Center	920	417	707	30%
Hudson Mills	2,875	2,675	2,755	4%
Oakwoods	13,022	11,523	10,685	22%
Lake Erie	6,333	11,304	9,414	-33%
Totals	66,496	71,768	68,398	-3%

YTD Patrons Served			
(total program participants and non-program visitors)			
Current	Previous	Prev 3 Yr Avg	Change from Average
126,266	124,540	123,170	3%
51,711	56,738	55,379	-7%
100,244	103,348	116,222	-14%
172,101	153,273	160,907	7%
88,950	99,273	98,029	-9%
269,851	257,442	283,296	-5%
264,445	285,819	286,188	-8%
36,493	22,799	28,088	30%
47,644	47,846	46,456	3%
150,630	154,958	148,542	1%
74,627	155,023	126,656	-41%
1,382,962	1,461,059	1,472,934	-6%

PARK	Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 533	\$ 65	\$ 96	457%
Wolcott Mill	\$ 9,805	\$ 11,601	\$ 5,569	76%
Wolcott Farm	\$ 524	\$ 193	\$ 330	59%
Wagon Rides	\$ 66	\$ -	\$ 15	330%
Livestock/Produce	\$ 9,229	\$ 10,928	\$ 21,314	-57%
FARM TOTAL	\$ 9,819	\$ 11,121	\$ 21,659	-55%
Stony Creek	\$ 753	\$ 633	\$ 467	61%
Indian Springs	\$ 723	\$ 2,107	\$ 1,029	-30%
Kens NC	\$ 1,399	\$ 1,053	\$ 979	43%
Kens Farm	\$ 1,660	\$ 290	\$ 560	196%
Wagon Rides	\$ 416	\$ 965	\$ 1,201	-65%
Livestock/Produce	\$ 110	\$ 147	\$ 145	-24%
FARM TOTAL	\$ 2,186	\$ 1,402	\$ 1,906	15%
Mobile Center	\$ 1,575	\$ 650	\$ 1,269	24%
Hudson Mills	\$ 1,369	\$ 756	\$ 841	63%
Oakwoods	\$ 1,002	\$ 601	\$ 869	15%
Lake Erie	\$ 367	\$ 397	\$ 442	-17%
Totals	\$ 29,531	\$ 30,386	\$ 35,124	-16%

YTD Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 26,765	\$ 18,210	\$ 18,110	48%
\$ 24,605	\$ 24,675	\$ 16,212	52%
\$ 55,844	\$ 50,195	\$ 53,354	5%
\$ 6,424	\$ 13,577	\$ 9,097	-29%
\$ 68,401	\$ 83,838	\$ 94,853	-28%
\$ 130,669	\$ 147,610	\$ 157,304	-17%
\$ 27,414	\$ 25,240	\$ 28,203	-3%
\$ 35,071	\$ 40,573	\$ 41,008	-14%
\$ 25,385	\$ 26,185	\$ 24,118	5%
\$ 54,314	\$ 46,752	\$ 45,704	19%
\$ 28,662	\$ 34,874	\$ 33,802	-15%
\$ 21,834	\$ 20,595	\$ 17,093	28%
\$ 104,810	\$ 102,221	\$ 96,599	9%
\$ 21,844	\$ 19,676	\$ 20,196	8%
\$ 15,220	\$ 13,246	\$ 15,947	-5%
\$ 22,398	\$ 22,031	\$ 21,508	4%
\$ 11,694	\$ 7,152	\$ 10,026	17%
\$ 445,875	\$ 446,819	\$ 449,231	-1%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	16	490	27	724
Wolcott Mill	6	1,931	10	2,476
Wolcott Farm	8	463	5	299
Stony Creek	4	173	6	258
Indian Springs	18	649	29	1,241
Kens NC	18	470	20	653
Kens Farm	58	824	52	606
Mobile Center				
Hudson Mills	3	200	3	175
Oakwoods	15	280	24	506
Lake Erie	8	161	13	59
Totals	154	5,641	189	6,997

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
-	-	-	-
-	-	-	-
1	500	2	600
3	90	-	-
1	34	6	252
15	399	12	485
-	-	-	-
27	920	15	417
1	175	-	-
1	38	3	98
1	62	-	-
50	2,218	38	1,852

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	2,265	3,557
Wolcott Mill	5,094	3,309
Wolcott Farm	1,143	1,014
Stony Creek	9,597	8,562
Indian Springs	2,037	2,394
Kens NC	12,057	12,297
Kens Farm	5,130	7,122
Mobile Center		
Hudson Mills	2,500	2,500
Oakwoods	12,704	10,919
Lake Erie	6,110	11,245
Totals	58,637	62,919

"ON-SITE" - Statistics includes both programs offered to the public and programs offered to school and scout groups.

"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.

"OTHER VISITORS" - Represents patrons to interpretive centers who visit to view exhibits, walk trails, and generally just enjoy the outdoors.