

NOTICE OF MEETING

A Special Session of the Leelanau County Board of Commissioners will be held on Tuesday, August 6, 2019, at 3:00 p.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

(Please silence all electronic/cellular devices)

(Proceedings of the meeting are being recorded and are not the official record of the meeting, the formally approved/accepted written copy of the minutes will be the official record of the meeting.)

AMENDED AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

ROLL CALL

PUBLIC COMMENT

Purpose of Meeting – Discussion/Potential Action:

- | | |
|---|-------|
| 1. Early Childhood County Committee Report/Recommendations. | 2-31 |
| 2. Government Center HVAC Recommendations. | 32-79 |
| 3. HVAC Equipment Recommendations. | 80-89 |

PUBLIC COMMENT

COMMISSIONER COMMENTS

ADJOURNMENT

Early Childhood County Committee Interim Report

Focus on Health Department Recommendations

Committee Introduction, Purpose and Scope of Work

On February 19 of this year the Leelanau Board of Commissioners passed a motion establishing the Early Childhood County Committee (ECCC). Charged with making recommendations “**on how the county can support quality early childhood programs and services creating a continuum of supports that help to build a strong foundation for children,**” the ECCC held their first of three full committee meetings on April 18.

The 42 members of the ECCC represent stakeholders concerned with early childhood services from various vantage points (See Appendix I for committee membership). Through three facilitated strategy sessions, the full committee conducted an assessment identifying the current status of early childhood family needs and supports leading to development of recommendations to strengthen programs and services for families in Leelanau.

The first meeting focused on identifying which programs and services worked, which didn't; who was being served, who needed to be and what was missing; the status of funding; and how to better coordinate limited resources. The second meeting was devoted to researching needed data to back or alter brainstorming assumptions and provide factual information for basing development of recommendations.

At their first meeting, the ECCC full body divided into three focus work groups around the topics of Health, Strong Families and Positive Early Learning Experiences. Each focus group spent the intervening months between full committee meetings adding details to what was developed in the full committee brainstorming sessions. The last month the focus groups drafted action recommendations to create a continuum of early childhood programs and services targeted for children, their families, and providers.

On June 25, the full ECCC met to discuss recommendations developed from all three focus groups, reach a consensus on recommendations, establish priorities and identify organization(s) that could be targeted for implementation for each recommendation. While all ECCC recommendations are included in Appendix III, this report concentrates on those recommendations that fall within the County's programmatic authorization established in the Michigan Public Health and the Michigan Mental Health Codes enabling legislation.

Brainstorm Findings

All three focus groups were asked to complete a SPOT analysis on the issues they listed, identifying **S**trengths, related to the **P**roblems, problem causes, **O**pportunities to address the problem and **T**hreats (see Appendix II – SPOT Analysis). The Health focus group identified a number of key problems impacting provision of health and mental health services to Leelanau families, including prenatal care. They also listed challenges related to

vaccination and housing security, both the lack of affordable housing, the long lists for subsidized housing, and a difficult application process. The dearth of housing impacting families was a problem identified by all the focus groups (see Appendix II for details on major issues identified).

The Strong Families group examined the impacts of time available to working families, reasons for the decrease in young children in Leelanau, daycare shortage, rural isolation, living wage jobs, and costs of daycare, and the need for more universal home visiting programs. The Positive Early Learning Experiences group focused on care availability, the need for a tuition program for daycare, start up and maintenance assistance for facilities, the challenges meeting layers of regulation, credentialing for providers, extended child care hours, underfunding in rural areas and a universal 4-year-old preschool.

You will note in the Appendix II – Spot Analyses, that many of the issues listed above were identified by more than one focus group. All three focus groups cited the need for a sustainable form of funding as a major issue.

Primary Early Childhood County Committee Recommendations Relating to Health/Mental Health

As mentioned above, the key health-related recommendations will be discussed here. Please see Appendix III for all recommendations. The Health focus group developed evidenced-based recommendations designed to address family needs and supports and to strengthen this system.

Recommendations from this group included several health-related strategies, one of which is providing services to strengthen the health and well-being of families that are universally available in a dosage that fits their needs. More specifically, high quality, universally available home visits, playgroups and community-based parent education opportunities were identified as evidenced-based strategies correlated with more positive health outcomes, such as:

- Improved prenatal care
- Reduced pre-term birth
- Improved breastfeeding duration
- Increased immunization rates
- Increased access to and completion of recommended wellness exams (physical and dental)
- Decreased emergency room visits due to injuries
- Decreased substantiated child abuse and neglect
- Improved measures on standardized assessments such as parental stress and protective factors
- Improved employment and economic self-sufficiency and decreased reliance on social support programs
- Earlier identification of developmental delays and earlier intervention
- Improved school readiness

Home visits that are available to all families from pregnancy through age 8, playgroups, and parenting education events are currently provided on a very limited scale. Recognizing the relationship between universal and equitable, family-centered services and health

outcomes, the ECCC identified the Benzie-Leelanau District Health Department (BLDHD) as an ideal agency to provide these services. The BLDHD has a long track record of providing quality home visiting services and has the infrastructure in place to administer the recommended programming. In addition, the BLDHD already works in collaboration with other agency/programs that serve young parenting families and are in an ideal position to integrate any new programming to assure that gaps in current services are targeted and that duplication of services does not occur.

If sustainable funding were available, the BLDHD would have the experience to direct and oversee an expanded universal home visiting model program, available to all pregnant and parenting families regardless of income and insurance. The BLDHD would ensure fiscal responsibility, development of policies and procedures and fidelity in following established procedures, and the hiring and training of qualified staff. Data collection to track numbers served and outcomes would be collected and shared with the Leelanau County Commissioners.

The Early Childhood County Committee is recommending that a measure be placed on the November, 2019, ballot requesting Leelanau County voters' consideration of a millage rate of 0.253 mill to implement the ECCC recommendations that fall within Leelanau County's purview. Approximately \$600,000 would be needed to support the expanded universal home visiting model program with the balance supporting the other recommendations listed in Appendix III.

Respectively submitted by:
Tony Anson and Patricia Soutas-Little
Co-Chairs, Early Childhood County Committee

BOARD OF COMMISSIONERS

- Tony Ansoerge, District #1
- Debra L. Rushton, District #2
- William J. Bunek, District #3
- Ty Wessell, District #4
- Patricia Soutas-Little, District #5
- Carolyn Rentenbach, District #6
- Melinda C. Lautner, District #7



Chet Janik, County Administrator

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Leelanau County Resolution No. 2019-#_____

**RESOLUTION AUTHORIZING MILLAGE ELECTION FOR LEELANAU COUNTY EARLY CHILDHOOD SERVICES
MILLAGE PROPOSAL AND CERTIFYING BALLOT LANGUAGE**

WHEREAS, the Michigan Public Health Code (MCL 333.1101 *et seq*) and the Michigan Mental Health Code (MCL 330.1001 *et seq*) authorizes the County of Leelanau to establish and fund programs that promote health, vision, dental, mental and emotional health and related programs, including such programs for children; and

WHEREAS, the Board of Commissioners for the County of Leelanau has been advised that there is a need for additional programs and services for early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County; and

WHEREAS, the Board of Commissioners for the County of Leelanau seeks to have the voters of said County determine whether or not they desire to raise funds for the purpose of funding the development, implementation, coordination, and monitoring of early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County, by an ad valorem property tax levy of _____ of one (1) mill for a period of five (5) years, 2020 through 2024, inclusive.

NOW, THEREFORE, BE IT RESOLVED that the following proposal be submitted to the qualified voters of the County of Leelanau at the Election to be held in said County on Tuesday, November 5, 2019:

**EARLY CHILDHOOD SERVICES
MILLAGE PROPOSAL**

For the purpose of funding the development, implementation, coordination, and monitoring of early childhood health, vision, dental, mental and emotional health and related early childhood development programs for residents of Leelanau County, shall the tax limitation on general ad valorem taxes within the County of Leelanau imposed under Article IX, Sec. 6 of the Michigan Constitution be increased by up to ___mill (\$_____ per \$1,000 of Taxable Value) for a period of five (5) years, 2020 through 2024, inclusive?

If approved and levied in full, this millage will raise an estimated \$_____ for early childhood services in the first calendar year of the levy based on taxable value. A portion of the millage may be disbursed pursuant to a contract to the Benzie/Leelanau District Health Department; and, as required by State law, a small portion of the millage may be captured by the Leelanau County Brownfield Authority.

- YES
- NO

BE IT FURTHER RESOLVED that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED that all Public Officials of the County of Leelanau, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, are directed to perform all acts which shall be necessary to be performed in order to submit the above stated proposition to the duly qualified voters of the County at the State Primary Election to be held in the County on Tuesday, November 5, 2019.

Ayes

Nays

Absent

William J. Bunek, Chairman
Leelanau County Board of Commissioners

Michelle L. Crocker, Clerk
Leelanau County

Dated: _____

BOARD OF COMMISSIONERS

Tony Ansoerge, District #1

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William J. Bunek, District #3

Ty Wessell, District #4

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YES

NO

Appendix I

Leelanau County - Early Childhood County Committee Roster

Leelanau County Board of Commissioners

Patricia Soutas-Little, Chairperson

psoutaslittle@co.leelanau.mi.us

Tony Ansorge, Co-Chairperson

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Leelanau County School Superintendents

Neil Wetherbee, Superintendent Northport Public School

nwetherbee@northportps.org

Mike Carmean, Superintendent Suttons Bay Public School

carmeanm@suttonsbayschools.com

Cris Porter, Human Resource Director and Administrative Assistant to the Superintendent Suttons Bay Public School

porterocr@suttonsbayschools.com

TBAIDS Superintendents

Mike Hill, former TBAISD Superintendent

lakerdad68@gmail.com

St Mary's Preschool

Sheila Anderson, Director

sanderson@stmarysll.org

Leelanau Montessori Public School Academy

Arden Wilson, Head of School

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Benzie-Leelanau District Health Department

Michelle Klein, Director of Personal Health

mklein@bldhd.org

Barbara Conley, M.D., Board of Directors

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*Probate/Family Court

Judge Marian Kromkowski, Family Court Judge

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Joe Povolo, Family Court Administrator/Volunteer Coordinator

jpovolo@co.leelanau.mi.us

Cassidy Fisher, Diversion/Prevention Counselor
cfisher@co.leelanau.mi.us

Grand Traverse Band of Ottawa and Chippewa Indians

Joyce McClellan, Director, Benodjenh Child Center and Head Start Program
joyce.mcclellan@gtbindians.com

Licensed Day Care Provider/Group Home Provider

JoAnne Beare, former, Early Childhood Educator (*semi-retired*)
jbeareyogi@hotmail.com

Leelanau Children's Center – Leland and Northport

Molly Grosvenor, Leland Program Director
molly@leelanauchildrencenter.org

Heather Bardenhagen, Northport Program Director
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Pat Seiler, Board of Directors
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Suttons Bay Public Schools' Early Childhood Center

Sarah Jane Johnson, Great Start to Readiness Program
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Leelanau Early Childhood Development Commission

Mary Tonneberger, Board of Directors
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Parenting Communities

Kathy Bartell, Coordinator, Parenting Communities, Glen Lake Community School,
and Early Head Start
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Leelanau Peninsula Economic Foundation

Casey Noonan, Board of Directors
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League of Women Voters Early Childhood Special Needs and Services Committee

Sue Miller, Chairperson
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Great Start Collaborative

Mary Manner, Coordinator, Great Start Traverse Bay/Manistee Collaborative
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TBAISD - Early On

Robin Hornkohl, Coordinator
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TBAISD –Great Start to Quality

Candice Hamel, Director
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Rebecca Herbst, Quality Improvement Specialist
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Churches with Parenting Communities programs

Robin Cardin, Pastor, Suttons Bay Congregational Church
26robincarden@gmail.com

Library Children’s Programs

Laura Touhey, Program Coordinator, Leland Township Libraries
programs@lelandtownshiplibrary.org

Infant Mental Health

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Northern Lakes Community Mental Health

Carrie Gray, Chief Population Officer for Intellectual/Developmental Disabilities Services
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Natalie Terrell, Child and Family Specialist
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Northern Michigan Community Action Agency

Emily Erwin, Early Head Start Program Services Coordinator - Benzie/Grand Traverse/Leelanau/Kalkaska
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Katherine Kwiatkowski, Collaborative Centers Program Manager
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Teachers (Retired)

Denise Kraus, Former Teacher Leland Public Schools
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Nursing and Social Work

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Hispanic Community

Beatrice Cruz, Suttons Bay Schools ESL/Migrant Liaison
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Business

Greta Campo, Owner, Dam Candy Store
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Leelanau Christian Neighbors

Nancy Popa, President, Board of Directors
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Mary Stanton, Executive Director
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Mental Health Practitioner

Fran Eckerson, Licensed Professional Counselor
feckerson@hotmail.com

Occupational Therapy

Kathleen Wainwright, Occupational Therapist
kathleen.wainwright@yahoo.com

Dental

Jennifer Kerns, Dental Outreach Coordinator, Northwest Michigan Health Services Inc.
jkerns@nmhsi.org

Parent

Allison Merz, retired from Leelanau Children's Center
kayakinmi@yahoo.com

HEALTH WORKGROUP SPOT ANALYSIS- 5/7/2019

MENTAL HEALTH			
Strengths	Problems	Opportunities	Threats
<ul style="list-style-type: none"> Home visiting programs (Healthy Futures – 1visit; Parenting Communities ; MIHP; Early Head Start). 2 IMH endorsed Social Workers in Leelanau County – one in private practice, one employed by the health department. 	<ul style="list-style-type: none"> Limited providers Rigid eligibility requirements to access Community Mental Health services (e.g. income, insurance, diagnosis) Limited providers that take Medicaid Transportation High expense of lifelong care for mental illness Results aren't seen for many years. Current home visiting programs are fragmented and inadequately funded. Public health can't bill for mental health/infant mental health due to insurance restrictions 	<ul style="list-style-type: none"> MHEF grant to build mental health workforce capacity (health department in partnership with UofM) Partnership with Sharecare for transportation? Philanthropy to help with school loans to recruit providers Universal home visiting for screening, referral, connection to resources Build in evaluation, monitoring of outcomes. Work with health plans to increase public health billing capacity 	<ul style="list-style-type: none"> Funding Few providers Legislatures and public do not see as priority for funding
VACCINATION			
Strengths	Problems	Opportunities	Threats
<ul style="list-style-type: none"> Free vaccines for uninsured Health Department provides vaccines to all regardless of insurance Most primary care providers offer vaccines Home visits provide education and facilitate access to immunization providers Health Department social media education Northern Michigan Vaccine Preventable Disease Task force (partnership between Munson, health departments, pediatricians to provide legislative advocacy and public information) 	<ul style="list-style-type: none"> No pediatricians in the county Pockets of vaccine hesitant or anti-vax parents Difficult to provide information to counteract mis-information Logistical barriers for providers- expense of purchasing vaccine; vaccines not adequately reimbursed (expense). Regulations at the federal/state level to be a provider of free/VFC vaccine 	<ul style="list-style-type: none"> Schools to help promote vaccines Outreach vaccination clinics at schools Increased social media to promote vaccines. PTAs to help set up educational opportunities Target adolescents/young adults before child-bearing years 	<ul style="list-style-type: none"> Social Media
HOUSING SECURITY			
Strengths	Problems	Opportunities	Threats
<ul style="list-style-type: none"> Housing workgroups already in place 	<ul style="list-style-type: none"> Not enough housing Not enough affordable housing Long wait lists and difficult applications process for subsidized housing 	<ul style="list-style-type: none"> Home visit to assist families with accessing resources 	<ul style="list-style-type: none"> Regulations that restrict ability to build affordable/subsidized housing
PRENATAL CARE			
Approximately 15 women out of 170 births in Leelanau County do not see an OB provider in first trimester)			
Strengths	Problems	Opportunities	Threats
<ul style="list-style-type: none"> Home visiting services promote and connect women to prenatal care 	<ul style="list-style-type: none"> No OB providers in Leelanau Transportation Work schedules OB does not encourage visit until 10-12 weeks) 	<ul style="list-style-type: none"> OB provide offer services at health department office 	<ul style="list-style-type: none"> Questions: How is adequate prenatal care defined? Why aren't women getting care?

Appendix II – SPOT Analysis
Strong Families Focus Work Group

Notes from 4/18/19 ECCC Meeting, BRAINSTORMING SESSION:

Strong Families: Brainstorm

Young children develop in the context of their families, where stability and supportive relationships nurture their growth. All families of infants and toddlers benefit from support with parenting, and many – particularly those challenged by economic instability – need access to resources that help them meet their children’s daily and developmental needs. Important supports include home visiting services, child welfare systems that are responsive to young children’s needs, and family-friendly employer policies that provide paid sick and family leave.

Comments	# Dots Given
Probate Court – foster care system; separation/divorce	
Expand Parenting Communities	x x
Home visits – expand frequency and length	x x x x x
Create more social engagements opportunities (facilitator)	x x x x
Pay attention to who isn’t present	x x
Obtain current data – Parenting Communities	
Additional data (overall to better understand landscape)	
Opportunities for social connections, playgroups	x x x x x
Home visiting – universal – increase	x x x x x x x x x x x x x x x x
Knowledge of child development – social development	
Cross-generational mentoring	
Hours of preschool for non-traditional hour of employment	
Respite care	
Special support for sub-groups: grandparents, single parents	x
Employer flexibility	x
Employer support pre-school	x
FUNDING!!!	x x x x x x
GROW chart [State of Babies Yearbook]	

Strengths

- Pay me a little bit now or a whole bunch later
- Parenting Communities
- Framework exists!
- Impact of Parenting Communities
- Social media
- Natural resources
- Human services agencies

Problems

- Housing – affordability, availability
- Mental health stigma
- Working families – time available
- # young children decreasing
- Daycare (child care) shortage -> hrs?, affordability, IT/preschool, locations
- Rural isolation
- Housing for young families
- Employment – living wage jobs

Opportunities

- Seniors available – make opportunities
- Expand – not cut
- Businesses partnerships to support child care
- Shared services
- Cross-generational mentoring

Threats

- Funding
- Parenting Communities sustainability

Further Spot Analysis

- Priority - Based on the number of dots allocated to each idea during the brainstorming session, the priority for the top five ideas listed is as follows:
- Home Visits (This is part of Parenting Communities)
- Funding
- Playgroups or Social Engagement/Connection (This is part of Parenting Communities)
- Parenting Communities
- Employer Flexibility/Preschool Support

(There was one additional idea that got one dot for “Special support for sub-groups: grandparents, single parents” that would appear to fall under the top five priorities as a sub-category.)

It is clear from the Brainstorming Session that expanding Parenting Communities services (particularly Home Visits and Playgroups) is perceived to be a top priority in the Strong Families Focus Area.

Strengths Expansion

Parenting Communities: Parenting Communities of Leelanau County is a family support program, operated by the Leelanau Early Childhood Development Commission. Parenting Communities of Leelanau County seeks to promote healthy children living in stable, nurturing families, supported by strong communities that provide comprehensive, supportive services. Parenting Communities is an opportunity to...

- meet other parents and families
- make discoveries about yourself as a parent and your child
- understand a bit more about child development
- access resources you might be seeking
- make sense of the complexities of raising a family
- reflect upon your family life, parenting, child, relationships
- have fun
- Through Parenting Communities, you have access to:
 - Other Families
 - Weekly playgroups
 - Home visits
 - Breastfeeding support
 - Developmental screenings
 - Parent education groups
 - Resource and referral support
 - Wrap around services
 - Preschool & kindergarten connections

Supportive networking which is based on the five protective factors, a research and evidence based data driven practice: 1. Parent Resilience; 2. Knowledge of Parenting and Child Development; 3. Social and Emotional Competence of Children; 4. Social Connections; 5. Concrete Support in Times of Need

Framework exists: This would appear to refer to Parenting Communities. And LECDC, Early Head Start, Five to One, Early On, Way to Grow, and Great Start Collaborative...

Impact of Parenting Communities: This would appear to refer to Parenting Communities. Proven over time to be extremely effective.

Human services agencies: This would appear to refer to an aspect of Parenting Communities. The Leelanau County Family Coordinating Council is a Human Services Multi-agency collaborative that provides communication to and between agencies, helps to coordinate and collaborate between service providers and provides support to a number of supportive services like the Laundry Project, Baby Pantry, Family Support Team, Systems of Care, etc.

Pay me a little bit now or a whole bunch later: This appears to refer to the general rule that the sooner you address a problem in a child's life, the cheaper it is to resolve. This has been

documented in Head Start (Deming, David. 2009. "Early Childhood Intervention and Life-Cycle Skill Development: Evidence from Head Start." American Economic Journal: Applied Economics, 1 (3): 111-34.) as well as numerous studies on development (AJPM April 2003, Pages 32-46, citing 256 articles). \$1 spent on Early Childhood Development saves \$7-\$17 later in incarceration, special education and welfare costs.

Social Media: ? Just a means of getting the word out to people about programs and services that are available.

Natural Resources: ? We live in one of the most beautiful counties in the state. Surrounded by water on three sides, beautiful fresh water inland lakes, National Park land, State Forest Park land, County and Township Parks, Conservancy properties, Leelanau TART trails, Sleeping Bear Heritage Trails, Crystal River, Victoria creek, etc. A four season haven all within reach of our backdoor. The areas provide young families an opportunity to explore, recreate, gather, and enjoy, at little to no cost.

Problems Expansion

Housing – affordability, availability, young families : This would appear to refer to the well known problem of a shortage of affordable (workforce) housing in Leelanau County, especially housing for young families and those of limited means (Leelanau County Housing Task Force Report to County Commission January 5, 2016 and Leelanau County Housing Inventory, Framework for Our Future: Tools and Strategies for Supporting The Grand Vision, Northwest Michigan Council of Governments, 2013).

Mental health stigma : This would appear to refer to the well known problem of the stigma of being perceived to have a mental health issue (The Catastrophic Effects of Mental Health Stigma, Psychology Today, May 25, 2017, and Mental Illness and Stigma - The Scope and Effects, <https://www.verywellmind.com/> , July 15, 2018).

Working families – time available: This would appear to refer to constraints on working families to access services during the limited time they are not working. Expand services to non-working hours for families? Expand services available online?

young children decreasing : This would appear to refer to the documented decrease in the number of children in Leelanau County (Changes in Michigan's Child Care Landscape, Public Sector Consultants, 12/14/18), which showed a decrease of 8.9% from 2010 to 2017. Furthermore, due to the lack of affordable housing and living wage jobs Leelanau County is less likely to be a place where young families can live.

Daycare (child care) shortage -> hrs?, affordability, IT/preschool, location : Child care is specifically listed under the Positive Early Learning Experiences focus group, so will not be discussed here other than to state the obvious that child care also impacts Strong Families.

Rural isolation : This would appear to refer to the obvious fact that Leelanau County is a rural county, with the population geographically dispersed. This has the resulting problem that services must also be available on dispersed basis. Expand service locations? Expand online services?

Employment – living wage jobs : This would appear to refer to the fact that the majority of the jobs available in Leelanau County have pay falling under the living wage scale (Living Wage Calculation for Leelanau County, Michigan, <http://livingwage.mit.edu/counties/26089> , 2019)

Opportunities Expansion:

Seniors available – make opportunities: This would appear to refer to expanding opportunities for available seniors to provide services. More opportunities for seniors in Parenting Communities?

Expand – not cut : This would appear to refer to expanded services in the Strengths category. Expanded Parenting Communities services?

Businesses partnerships to support child care : This would appear to refer to promoting local businesses to offer child care services. In-house? Vouchers to subsidize child care providers?

Shared services : ?

Cross-generational mentoring : This would appear to refer to item D.1 above.

Threats Expansion:

Funding : This would appear to refer to the need to establish secure and sustainable funding sources to provide the required services. Grants? Millage? General Fund? Need for sustainable long-term funding not short term grants and bake sales.

Appendix II – SPOT Analysis

Positive Early Learning Experiences Focus Work Group

SPOT analysis from the first whole committee meeting from notes from 4/18/2019.

- Look at geographic and demographic area to ensure services are available and right sized for the area served.
- Better coordination and collaboration.
- Need to look at care availability and make sure there is county-wide coverage.
- Talk with businesses about shortage of workers/staff and if they were at capacity what that might mean for care slots needed.

Review Comments: The work group decided initial SPOT needed tweaking for clarity - the current document needed rearranged headings/input as there was a lot of random bytes from brainstorm process. The group generated the main areas of focus (buckets) for early learning should be strengths based and include programs, educators, and community based resources. The end goal is to acknowledge and build upon what's working - strengths - and create recommendations for the larger county workgroup assessing problem/threats and creating opportunity.

Strengths

All agreed Leelanau has a knowledgeable and experienced EC workforce, but low wages and poor benefits, turnover, and professional development are ongoing concerns. Programs are of better than average quality but are not always accessible due to geographic and financial barriers, and community based supports are available but have been weakened by lack of funding. Strengths include:

- *Educators:* Teachers/staff/home visitors/admin: great people, highly qualified, with PD opportunities available locally if there is time/\$ available
- *Programs* (focus on licensed): center based, home based, school based, Head Start, Migrant Head Start - generally good quality
- *Community based supports:* Parenting Communities, Health Dept., library story hours, power books, etc. - home visitors, playgroups and opportunities for social connection and concrete resources that impact later learning available

Problems

- **Funding:** Staff- wages/benefits and continuing education make hiring and keeping high quality staff difficult
- **Tuition** - Leelanau families have trouble affording care
- **Facilities** - start up and maintenance costs are a barrier
- **Regulations** - licensing, Great Start to Readiness, Head Start, public schools all have layers of regulation that don't always align and are administratively time consuming/expensive - build partnerships to better align and clarify mandates
- **Formal local data to drive action** - individual centers may have data but don't have a means to share w each other - again time/\$ prohibitive
- **Universal 4 year old preschool** - at risk kids are not only population that need services - rural isolation is a risk factor - Leelanau County 91% rural
- **Extended childcare more hours/more days a week** for agricultural and service industry workforce
- **Rural areas are usually underfunded** - disproportionate statewide funding due to population density. Need to braided funding to include local private/ public/ business funding to support local initiatives.

Opportunities

- Collaboration across sectors
- Mapping centers/care options and slot openings
- Creating a position for county coordination of all things EC
- Businesses partner with employees to cover/help cover staff child care needs
- Sub/flex - create a pool of vetted EC staff for short term need
- Staff training - better coordinate with NMC/TBAISD/GSQ
- Marketing - Tout and get out the lifelong impact and benefits of EC county wide
- Track EC students throughout county
- Provide parent data for each school/team
- Talk with young parents to identify issues they face (maybe at playgroups)

Threats

- Provide parent data for each school/team
- \$\$\$ lack of funding has cut essential services in Leelanau and other rural counties over the last decade - need new funding streams
- Decreasing enrollments
- Attracting quality staff/turnover
- Lack of outreach - lack of community connections of families in need - Parenting Communities, Health Dept., Leelanau Christian Neighbors serve limited families
- Need to better work with groups outside of education (health department, police) that impact learning
- Lack of community understanding about the importance of EC

Next steps: Assess threats and problems to generate solutions. Look at opportunities bucket and try and distill - it should include coordination of services.

- Candice will create a map/list of services/programs available currently in LC and send to group
- Candice will share hard copy resource guide
- SJ will share GSRP impact data
- Cris will send notes and ask for reflection for next steps (especially for those unable to attend today who would like to provide feedback).

Appendix III – Part A

10 Recommendations Prior to June 25 Full Committee Meeting (Note: Colored font denotes programs that appear related)

#1 - Health: *Rural Mobile Dental Clinic Services for Children*

Recommendation:

Bring dentistry to groups of children who don't regularly receive dental care offering free screenings at family functions, childcare centers, playgroups, and schools becoming a consistent resource for families. Advocate for HB4223 that mandates dental screenings in the schools at kindergarten round up.

Resources Required:

1 Dental Hygienist (licensed credentials in accordance with Public Act 161)
1 Assistant (same credentials)
Portable Dental Equipment
Disposable dental supplies and giveaways
8 x 10 space to perform services
Referral to stationary site(s) for follow up care

#2 Health: *Universal Home Visiting Services*

Recommendation:

Create a sustainable, functional and robust home visiting model that ensures equitable support is available to all pregnant and parenting families regardless of income or insurance. Initial home visit will be conducted by a Social Worker and will include a comprehensive assessment of needs. Continued services may be provided by the Social Worker, a Community Health Worker, or both and may range from weekly to monthly visits. Regularly scheduled playgroups throughout the county would provide consistency for families.

Resources Required:

1.8 to 2.0 FTE Licensed Social Workers
2.0 Community Health Worker
Cell phones, laptop and lockable cases
Developmental screening kits
Playgroup supplies
Electronic Health Record
Office space with secure Internet for 4 to 5 staff

Playgroup locations
Specific monthly and ongoing staff training and support

#3 Health: *Mental Health Task Force*

Recommendation:

Create a taskforce to develop and implement plans to recruit and retain mental health professionals to Leelanau County. The taskforce would specify recruitment/retention techniques that are feasible and also would evaluate newer technological help that could be utilized such as telemedicine.

Resources Required:

1 staff support
General AV equipment
Conference room as needed

#4 Positive Early Learning Experiences: *Childhood County Coordinator*

Recommendation:

Establish a countywide Early Childhood Advisory Board.

Establish a new County Government position, Early Childhood County Coordinator, who would report to the countywide Early Childhood Advisory Board. This Coordinator would have responsibility for coordination, collaboration and sharing of information related to county early childhood programs and services (ages birth to 8 years old) for all county residents regardless of family income ensuring families and children have access to the best possible resources.

Resources Required:

Establish a countywide Early Childhood Advisory Board
1 Coordinator with required certification
Vehicle
Office equipment, supplies, Office space
Ongoing Professional Development

#5 Positive Early Learning Experiences: *Millage Request Affording Families Access to Quality Early Childhood Programs*

Recommendation:

Request Leelanau County Board of Commissioners approve placing a county-wide millage request on the November, 2019 ballot generating funding for families enabling them to afford access to quality early childhood programs for their children to attend.

Resources Required:

Establish an advisory Board to determine need and implementation criteria
County Clerk and Corporate Counsel review of millage language
County Clerk for processing millage (posting, scheduling and holding election)

#6 Positive Early Learning Experiences: *Provider Grant Program*

Recommendation:

Establish a grant program for early childhood service providers to help with startup costs; expenses associate with changes or upgrades to facilities and homes required by licensing institutions; and professional development training costs. The goal is to keep quality early childhood care and programs affordable for Leelanau county families by assisting care providers with the cost of doing business.

Resources Required:

Establish a countywide Early Childhood Advisory Board
Corporate Counsel review
Community foundation Overview to ensure grants are properly set up and distributed

#7 Strong Families: *Leelanau Futures Child Care Investment Supplemental Layer of funding (CCI)*

Recommendation:

Stimulate investment in Leelanau County childcare programming with licensed providers by increasing availability of quality service elements through a two-tiered layer of supplemental funding. Funding would be designed to increase comprehensive services linked to high quality programming as identified by Great Start to Quality within the STAR rating system. Layer 1 provides parents and providers guidance on accessing all available funding sources for base childcare services from a Child Care Investment Coordinator. Layer 2 stimulates growth in increasing quality service elements and provides gap funding for comprehensive high quality services.

Resources Required:

0.5 FTE Office manager

2.0 FTE Child Care Investment Coordinators

Laptops, cellphones, transportation reimbursement, printers, and office supplies

CLASS Assessment tool

Office space

Specific professional development and training

**Note: Early Childhood Development Coordinator Position created in a separate Strong Families recommendation would be tasked with coordinating this fund.*

#8 Strong Families: *Leelanau Futures Professional Development Fund (LFPD)*

Recommendation:

Create the LFPD fund to support providers in achieving or maintaining quality. All licensed Leelanau providers will be eligible to access funds to participate in trainings, certifications and/or classes that are tied to their quality plan. Providers will work with their Quality Specialist to develop a continuous quality improvement plan, which the Quality Specialist will support using a mentoring/coaching model.

***Resources Required:**

1 Staff member

Computer, phone, office supplies

Office Space

**Note: Early Childhood Development Coordinator Position created in a separate Strong Families recommendation could be tasked with coordinating this fund.*

#9 Strong Families: *Leelanau Families Services*

Recommendation:

Offer Leelanau Families services available to County families with children birth to school age in a dosage that fits their schedule and needs. Families may participate in all or some of the offerings that include home visits, playgroups, newsletter, access to resources, and more.

Resources Required:

*1 Program Coordinator

1 Immigrant Connection Staff member

4 School based staff service providers

Laptops, cell phones, transportation reimbursement, printer and office supplies

Home visiting and playgroup supplies

Playgroup spaces & storage for playgroup goods

Access to office space

Specified professional development and training

**Note: Early Childhood Development Coordinator Position created in a separate Strong Families recommendation would serve as the coordinator for Leelanau Families.*

#10 Strong Families: *Early Childhood Development Coordinator*

Recommendation:

Create an Early Childhood Development Coordinator(s) position (s) at the County level to coordinate Leelanau Families program, the child care funds and to advocate and implement recommendations/goals/action plans in collaboration with providers, partners, employers and other program and community leaders.

Resources Required:

1 to 2 Coordinators with specified expertise and credentials

Laptops, cell phones, printer access reimbursement for travel

Access to office spaces throughout the County

Ongoing Professional Development and other specific training

6-25-19 Early Childhood Committee Consensus on Recommendations

Keep As Is

1 - Health: *Rural Mobile Dental Clinic Services for Children*

Keep As Is But Outcome Benefits #9

3 - Health: *Mental Health Task Force*

Combine

2 - *Universal Home Visiting Services*

9 - *Leelanau Families Services*

8 - *Leelanau Futures Professional Development Fund*

Combine

6 - *Provider Grant Program*

7 - *Leelanau Futures Child Care Investment Supplemental Layer of funding (CCI)*

8 - *Leelanau Futures Professional Development Fund (LFPD)*

Combine

4 - *Childhood County Coordinator (incorporate in the combined 2 & 9)*

10 - *Early Childhood Development Coordinator*

8 - *Leelanau Futures Professional Development Fund (LFPD)*

Embedded within All Recommendations

5 - *Millage Request Affording Families Access to Quality Early Childhood Programs*

Appendix III – Part B

Early Childhood County Committee Proposed Recommendations for Units/Organizations Other Than Leelanau County

1.) State of Michigan Recommendation: *Enabling legislation* providing all Michigan counties the authority to develop, implement, coordinate, and monitor early childhood programs and services.

Counties lack legislative authority to fund the development, implementation, coordination, and monitor early childhood programs and services that fall outside the county’s health or mental health enabling legislation. Lack of this authorization markedly restricts the County’s ability to provide funding for programing that benefits families and childcare providers.

2.) State of Michigan Recommendation: *Tax Incentives Legislation*

- Legislation creating tax relief for families paying childcare expenses. (current House Bill addressing this: HB4183)
- Legislation providing businesses with tax incentives to invest in daycare facilities partnering with a provider for delivery of program services. (Similar current House Bill addressing this HB4182)

3.) State of Michigan/TBAISD Recommendation: *Leelanau Futures Professional Development Fund (LFPD)*

Create the LFPD fund to support providers in achieving or maintaining quality. All licensed Leelanau providers will be eligible to access funds to participate in trainings, certifications and/or classes that are tied to their quality plan. Providers will work with their Quality Specialist to develop a continuous quality improvement plan, which the Quality Specialist will support using a mentoring/coaching model.

Endorsed Recommendations for State of Michigan Legislature and Business Organizations

Source: “Making Childcare A Priority in Region 2” (Networks Northwest and Public Sector Consultants. and other sources such as Talent 2025. (Talent 2025 is an organization serving 13 counties in West Michigan whose mission is to ensure an ongoing supply of world-class talent for the region. Composed of over 100 CEOs from the area, Talent 2025 illuminates gaps, evaluates leading practices, and advocates for the implementation of those leading practices to make West Michigan a top 20 employment region by the year 2025.)

1.) *Recruit and Support Skilled Workforce*

- **Advocate for increased investment in T.E.A.C.H. scholarships.** In the FY 2020 budget, lawmakers allocated an additional \$2.5 million for T.E.A.C.H. scholarships. This funding could be increased in future years.

Tuition is one barrier to childcare workers pursuing a postsecondary credential. Through the Teacher Education and Compensation Helps (T.E.A.C.H.) scholarship, childcare workers receive tuition assistance from the state to pursue postsecondary education while continuing employment. This program supports credential and degree attainment in the childcare field specifically. More broadly, those pursuing a postsecondary education also benefit from all state and federal tuition assistance programs.

2.) Regulatory reform.

- **Work with local providers to identify specific regulations that hinder growth and share those findings with state partners.**

Across Michigan, providers report difficulty meeting state rules and regulations; however, there has not been a comprehensive, reliable review of the entire regulatory framework that has identified the specific changes that could help providers without sacrificing children's health and safety. Because child care licensing is a state function, leaders in Region 2 could advocate for streamlined regulations that balance the needs of children, families, and providers together.

While some of Michigan's child care licensing rules are federally mandated, the state does have considerable control over them. Local leaders could call for changes, and, depending on the rule, these changes could be made administratively or may require legislative

3.) Implement Family Friendly Policies

Local leaders, especially business leaders, can help parents navigate childcare costs and challenges with policy changes. This starts by connecting residents and employees with information about providers and available assistance.

- **Offer flexible schedules.** Employers can help parents by allowing flexibility in work schedules to address childcare challenges on short notice (last-minute cancellations or sickness). Having policies like these in place can help parents balance work and family responsibilities.
- **Schedule employees for consistent shifts.** Roughly 17 percent of the workforce is assigned to irregular, on-call, or split shifts (Economic Policy Institute 2015). For these individuals, finding care is especially challenging because their needs change weekly. These limitations are compounded if care is needed in the evening or on the weekend; however, having a consistent schedule can help parents mitigate these challenges and secure care.
- **Offer dependent care reimbursement accounts.** A dependent care savings account allows employees to set aside a portion of their pretax salary to a flexible spending account, which can be used for dependent care. In 2014, 39 percent of civilian workers were offered employer-sponsored dependent care accounts (Stoltzfus 2015).

- **Offer onsite childcare or childcare benefits.** Employers can also offer childcare as an employee benefit either by providing care onsite or by offering a subsidy or voucher to cover expenses. In 2017, 11 percent of civilian workers had access to workplace-funded child care (U.S. Department of Labor Bureau of Labor and Statistics 2017).

4.) Increase Public Investment

- **Advocate for strategic investment of new federal childcare funding—called the Child Care Development Block Grant—with partners.**

In FY 2018, Michigan was awarded approximately \$65 million in additional federal funding to support childcare subsidies and quality efforts. (The funding is not yet fully appropriated.) This increase is expected to continue in the federal FY 2019 budget. These funds could be used for a variety of purposes, including raising income eligibility requirements and increasing reimbursements for providers. Interviewees suggested that raising reimbursement rates would make it easier for providers to serve low-income families.

- **Advocate for new state investments in childcare subsidies and quality efforts in collaboration with partners as well as quality improvement and shared services for child care. These goals may be more achievable through collaboration with business partners.**

Across Michigan, businesses are struggling to fill jobs, and communities are exploring childcare as a strategy to recruit talent. State lawmakers are aware of this problem and may have interest in increasing state investments in the Child Development and Care Program.

5.) Regional Efforts Directed to Governor’s Region 2

- **Educate partners on the difference between quality care and babysitting.**

High-quality childcare is not babysitting: It is a developmentally appropriate experience that promotes healthy growth. Local leaders can educate their stakeholders on why this type of care is critical for the region’s success. Moreover, business leaders can be particularly powerful messengers because of their unique perspectives and credibility when speaking to the short- and long-term economic and societal benefits of childcare investments—even though they may be nontraditional advocates.

- **Look for opportunities to support childcare across regional efforts.**

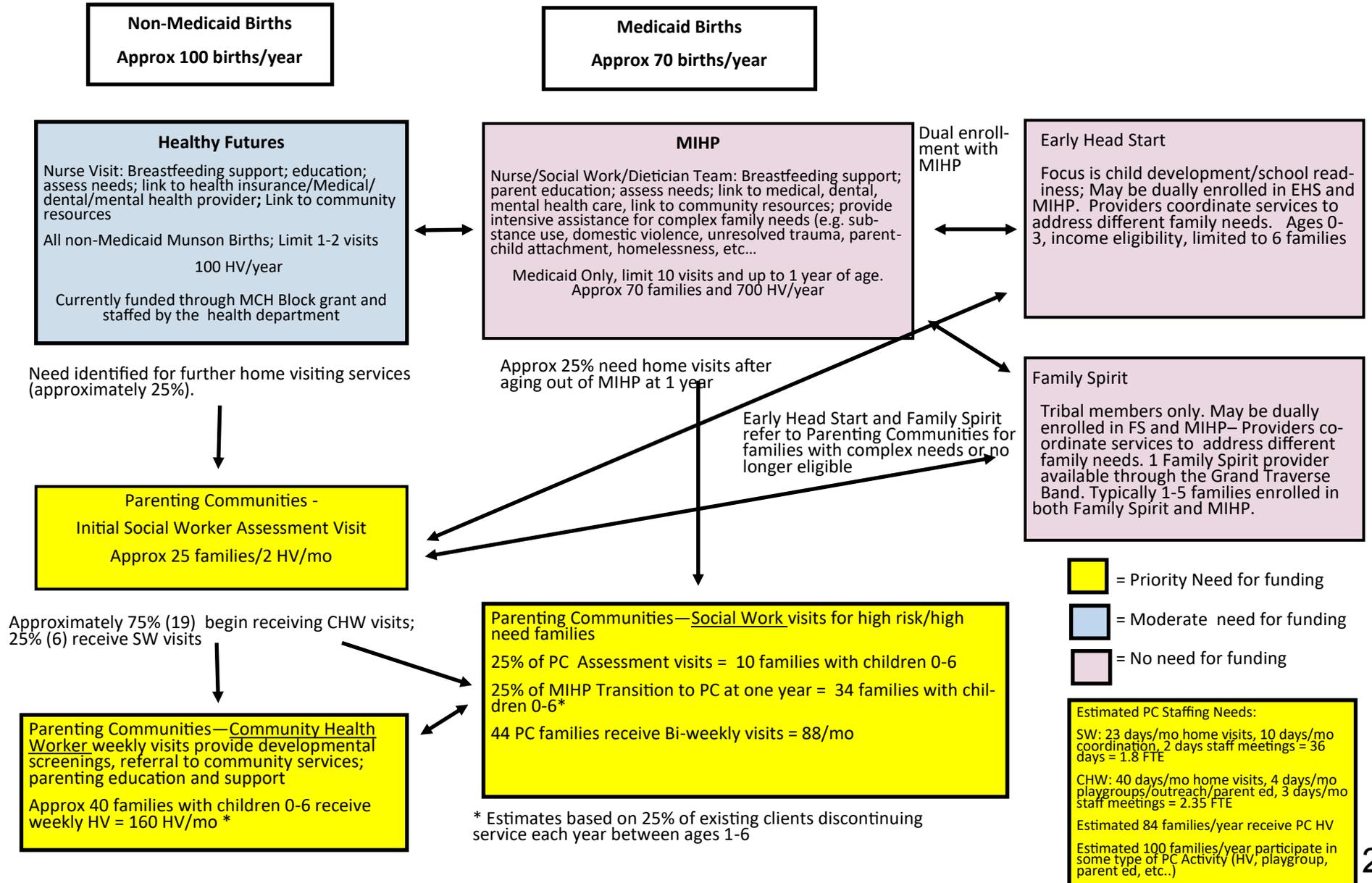
Local leaders from all sectors can advance these efforts by looking closely at their own work and considering how childcare could be improved. For example, improvements in the workforce development system help connect working parents to providers. Local school districts may also be able to step up and play a larger role by recognizing the importance of childcare in the early learning continuum.

Leelanau County Home Visiting Continuum of Care

All families receive a home visit through the health department, usually within the 1st week after birth, as part of either Healthy Futures (Private Insurance) or MIHP (Medicaid).

MIHP clients are referred to and may be dually enrolled in Early Head Start or Family Spirit. At age 1, babies are discharged from MIHP and if high risk, can be referred for Parenting Communities Social Work visits.

Healthy Futures clients with a need for home visits receive an initial Social Work assessment through Parenting Communities. Families then continue Parenting Communities home visits with a Community Health Worker or with a Social Worker, depending on needs.



Appendix V – Leelanau County Data

US Census

- 1,094 children 0-5 in Leelanau County

Michigan Vital Statistics Natality Data 2017

- 175 births per year
- 40% of births are to Moms on Medicaid
- 30% of births are to single Moms
- 12% of Moms smoke during pregnancy
- 6.5% of babies are born at low birth weight (<2500 gms)
- 3.7% of babies are born to teens under age 20
- 28.5% of Moms have less than adequate prenatal care

Michigan Care Improvement Registry (MCIR) July 2019

- 59.4% of children 19-36 months of age have received all recommended vaccines.

WIC 2019

- 212 pregnant women and children ages 0-5 enrolled in WIC
- 85% of WIC infants initiate breastfeeding. Only 24.8% are still breastfeeding at 6 months of age*.

Kids Count 2019

- 10% of children are living in poverty
- 131 children ages 0-8 investigated for child abuse/neglect in 2018
- 25 children 0-8 confirmed neglect abuse in 2018
- 49.5% of 3-4 year olds are not in preschool

5 to 1 Community Survey (2013) -wish there was a newer one, although not much has changed since then!

- 3.6% of mothers stated they had a mental health concern
- 26.8% of families felt there were not enough things to do with children

Parenting Communities Survey (2006-20012)

- 90% of parents stated they engaged their children in more positive ways as a result of PC
- 81% of parents stated they have grown in their abilities to communicate and respond more effectively with their children
- 90% know about resources and services, and one third to one half report getting help from these resources.
- 90% report increased knowledge of parenting and child development
- 88% feel more confident navigating difficult situations.

Other Data

- 10% of families do not have secure access to adequate nutrition (County Health Rankings 2019)
- 42% of children received a preventive dental visit by age 1 (Michigan Oral Health Coalition Report, 2015-2017)
- \$204,511.75 spent on instructional support in Leelanau. Instructional support includes the cost of pupil support services, such as speech therapists, guidance counselors, school nurses, and curriculum specialists. This category does not include capital costs.

Juvenile Court

- Cost of care per youth who come under the jurisdiction and/or referred for programs and services approximately \$10,000 to \$11,000.00 per youth.
- If the youth is in need of a higher degree of services, namely residential treatment programming, the cost rises to between \$30,000.00 and \$35,000.00 per youth.

**Breastfeeding figures are for both Benzie and Leelanau Counties*

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **A.B.I. MECHANICAL**, with an office mailing address of PO Box 970, Traverse City, MI 49685 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County requires HVAC renovations at the Leelanau County Government Center, located at 8527 E. Government Center Drive, Suttons Bay, MI 49682 (hereinafter referred to as the "Work Site"); and

WHEREAS, the Contractor has submitted a proposal to provide the labor, materials, tools, equipment, debris removal, transportation and other facilities and services necessary to complete the HVAC renovation at the Work Site; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Services to be Performed by the Contractor. The Contractor shall provide and pay for all labor, materials, tools, equipment, transportation and other facilities and services necessary for the HVAC Renovation Project (hereinafter referred to as the "Project") as follows:

- 1) Furnish and Install chilled water and heating systems per the plans and specifications provided by Apollo Engineering dated June 11, 2019.
- 2) Construct new mechanical room.
- 3) Set County furnished equipment.
- 4) Set and connect new chilled beams.
- 5) Set and connect baseboards.
- 6) Provide and install ductwork per plans.
- 7) Provide and install pipe and duct insulation.
- 8) Demo and remove existing heat pumps.

- 9) Provide fire suppression work.
- 10) Provide equipment start-ups as required.
- 11) Flush and fill new systems.
- 12) Provide chemical treatment for systems.
- 13) Provide required close-out documents.

Contractor shall schedule and coordinate all work at the Work Site with the County, prior to commencing work. The Contractor understands that the Government Center will be occupied during the entirety of this Project.

Contractor shall be responsible for any measurements.

The County's Project Manager for the Project is E Three, Inc., with offices at 9105 East Fouch Road, Traverse City, MI 49684 (hereinafter referred to as the "Project Manager").

SECOND: Compensation. It is expressly understood and agreed that, except as authorized below, the total compensation which the Contractor shall receive under this Agreement shall be up to but not to exceed TWO MILLION THREE HUNDRED SEVENTY – FOUR THOUSAND DOLLARS AND NO/100 DOLLARS (\$2,374,000).

The Contractor shall be paid the compensation authorized above as follows:

- A. Within fifteen (15) days of signing this Agreement Contractor shall provide the County with a materials schedule and mobilization plan. Including with this schedule and plan shall be an invoice for the materials needed to commence the project. The County shall pay the invoice within thirty (30) days of receipt.
- B. The Contractor shall submit invoices for work performed by subcontractors on a monthly basis for work In Place and material stored.
- C. The Contractor shall submit an monthly invoice for all other work In Place.
- D. The County will keep a retainage of 5% to be paid to the Contractor after all punch list tasks are completed; training is provided and as built drawings are delivered to the County.
- E. All payment requests and invoices shall be first delivered to the County's Project Manager for the Project.

- F. The County shall pay the sum correctly billed pursuant to the above in accordance with the County's procedure for payment of Accounts Payable within fifteen (15) days after the County has received all of the following:
1. The bill stating the amount of the Project completed on date of invoicing and total sum due.
 2. Verification of said completion from the inspector(s) designated by the County pursuant to the FOURTH section of this Agreement.
 3. Before payment of the bill, County must also be provided with proof that Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement. Such proof shall be in the form of data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be designated by the County. If a subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Completion of the work being billed shall be to the satisfaction of the County's inspector(s). The inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this section within five (5) business days of the County's receipt of a bill.

For all changes in the work authorized by a Modification involving additions to or deductions from the Contract Sum, the Contractor agrees to perform or omit (or cause to be performed or omitted by its subcontractors) such work at cost as is mutually agreed upon in writing by the County and the Contractor.

Should any work be deleted from this Agreement by order of the County, the full cost savings realized thereby, including stipulated fee, shall be credited to the County.

THIRD: Agreement Period and Termination. This Agreement shall be considered to have become effective on the date it is signed by the parties. The parties anticipate that this project will be completed in three phases:

PHASE ONE: Cooling Season (August – November 2019) will include the heating system portion of the project.

PHASE TWO: Heating Season (November 2019 – May 2020) will include the cooling system portion of the project.

PHASE THREE: projected to be completed by December 31, 2020 will include completing final TAB Air/Water, punch lists, training, close outs/warranties, as-builts and a performance review to take place nine months post commissioning.

It is also expressly understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the completion date of the Project shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement upon written notice to Contractor for just cause. The County shall have the right to terminate this Agreement effective immediately if the Contractor fails to comply with the terms and conditions of this Agreement. The County's exercise of its right to terminate this Agreement shall not be construed as a waiver of any other rights or remedies which it may have in law and/or in equity.

FOURTH: Work Site Security Requirements. By its entry into this Agreement the Contractor acknowledges that the work to be performed on the Project may be in secured areas and that the Contractor and its personnel shall comply fully with the following requirements:

- A. The Contractor shall provide the County with a complete list of all persons duly authorized to work on the Project. Only those persons authorized by the Leelanau County Sheriff's Office will be allowed to work within secured areas. All of the Contractor's personnel authorized to work within secured areas will be subject to a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by the County and issued and collected on a daily basis.
- B. Law prohibits the import into the Work Site of contraband such as drugs, liquor, firearms, ammunition and other similar items. Work Site staff may conduct searches of Contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractor's personnel is restricted. Such use must be approved on a case-by-case basis.
- C. The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Agreement.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.

- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to Sheriff's Office staff. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. Contractor is responsible for proper storage of tools and equipment when in a secured area. Contractor shall immediately report all missing or broken tools and equipment to Sheriff's Office staff.
- F. A designated area outside of the secured area will be arranged for parking of personnel vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of the Sheriff's Office staff. The Contractor shall immediately load or unload trucks and remove from secured areas.
- G. Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the Project area. Nothing shall be taken from or given to an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor or County's security personnel of all unusual happenings pertaining to the inmates.
- H. Within secured areas, the County will designate washing and toilet facilities for Contractor's use. Only such designated facilities may be used by Contractor's personnel.

FIFTH: Workmanship and Inspection of Work. All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker from the Project that County deems incompetent or careless.

The County shall designate the Project Manager and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Project's requirements set forth in the FIRST section of this Agreement, the Project's specifications, and is free from defects.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed its work on the Project and on completion of all items on the final punch list, but prior to Contractor receiving compensation therefore as set forth in the SECOND section of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and

applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in the SECOND section, require the Contractor to correct such defects, deviations from or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this FIFTH section shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

SIXTH: Warranties.

- A. The Contractor warrants that it meets all Federal, State and local licensing, certifications and authorization requirements to perform all the work required by the Project.
- B. The Contractor warrants to the County that all work performed under this Agreement will be of good quality free from faults and defects, and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions requiring correction of defective work, set forth in the SEVENTH section.
- C. In the event the Contractor provides any materials required for the Project, the Contractor warrants that all such materials shall be new and of good quality, free from faults and defects, and in conformance with this Agreement. The Contractor, if required by the County, shall furnish the County with satisfactory evidence as to the kind and quality of the materials. Materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions requiring correction of defective work, set forth in the SEVENTH section.
- D. Neither final payment nor any provision in this Agreement shall relieve the Contractor of responsibilities for defects in workmanship or faulty materials supplied by Contractor. The Contractor warrants that it shall correct any defects due to faulty work or materials and pay for the damage to other work resulting therefrom, which appear within a period of one (1) year from the date of equipment/system start up or during such longer period of time as required by the Project Manual. The County shall notify the Contractor of observed defects with reasonable promptness.

SEVENTH: Correction of Work.

- A. The Contractor shall promptly correct all work rejected by the County as defective or as failing to comply with Contractor's warranties set forth in the SIXTH section, whether observed before or after substantial completion. The Contractor shall bear all costs of correcting such rejected work.
- B. If, within one (1) year after the date of completion of all the work at the Work Site that is required by this Agreement or within such longer period of time as may be prescribed by the Project Manual or by law, any of the materials (if provided by Contractor) and/or workmanship is found not to be in accordance with the Contractor's warranties set forth in section SIXTH, B, C, and D, the Contractor shall correct such defect(s) promptly after receipt of a written notice from the County to do so. This obligation shall survive termination of this Agreement. The County shall give such notice promptly after discovery of the condition.
- C. The Contractor shall remove from the Work Site all portions of the work which are not in compliance with Contractor's warranties in section SIXTH, B, C, and D, and which have not been corrected under subsections A and B of this section, unless removal is expressly waived in writing by the County.
- D. If the Contractor fails to correct work not in compliance with Contractor's warranties in section SIXTH, B, C, and D, the County may correct such work. The Contractor shall bear the costs incurred by the County in correcting such defective work and shall pay the County the total sum of such costs that were incurred by the County within thirty (30) days of the County's delivery to Contractor of a bill setting forth such costs and the total sum due.
- E. The requirements of this SEVENTH section shall be construed as being in addition to not a replacement of any applicable manufacturer warranties.

EIGHTH: Cleaning Up. The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from Contractor's work is required. The County will provide dumpsters.. At the completion of the Project, the Contractor shall clean up the work area and remove its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the Project, the County may do so and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

NINTH: Protection of Persons and Property.

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement, including but not limited to, providing temporary safety measures around areas at which work is being performed to minimize the possibility of damage to property and injury to persons in and/or around the Work Site.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
 - 2. All materials and equipment to be used and/or incorporated into the Project, whether in storage on or off the Work Site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
 - 3. Other property at the Work Site or adjacent thereto, including but not limited to all interior and exterior fixtures and furnishings of the Work Site, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of the Project.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- E. The Contractor shall promptly remedy all injury, damage or loss to any real or personal property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this section.
- F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.

- G. The foregoing obligations of the Contractor are in addition to its obligations under the THIRTEENTH section of this Agreement.

TENTH: Compliance with the Law, Obtaining Permits and Nondiscrimination.

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.
- B. The Contractor, as primary for this project, shall secure and pay for all permits, governmental fees, licenses and inspections falling under its purview that are necessary for the proper execution of this Agreement.
- C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
- E. If the Contractor or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Leelanau County Administrator or to such person as he may designate, prior to commencement of work.
- F. The Contractor and all its subcontractors and sub-subcontractors shall adhere to all Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination in regard to employees and applicants for employment including, but not limited to, the following:
 - 1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
 - 2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
 - 3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.

4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder.

The Contractor, its subcontractors and sub-subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

- G. Breach of this TENTH section shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

ELEVENTH: Applicable Law and Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the laws of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TWELFTH: Independent Contractor.

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.
- B. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes,

including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

- C. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

THIRTEENTH: Indemnification and Hold Harmless. To the fullest extent permitted by law the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County and its elected and appointed officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor, or Contractor's officers, employees, servants, agents or subcontractors that may arise out of this Agreement.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966, (MCL 691.991), as amended, the responsibility for indemnification set forth in this THIRTEENTH section shall be limited to the degree of fault of the Contractor, or its officers, employees, servants, agents or subcontractors.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

FOURTEENTH: Insurance. The Contractor at all times during the term of this project, shall at a minimum meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements", and any amendments made there to over this Project's term. A copy of said Board of Commissioners' Policy is attached to this Agreement as Exhibit 1. The attached Exhibit 1 is incorporated by reference into this Agreement and made a part thereof.

Failure to comply with the insurance requirements set forth above could result in the termination of this Agreement or delay payment of sums due under this Agreement.

FIFTEENTH: Bond Requirements. The Contractor shall not commence work under this Agreement until it has obtained the bonds required by this section from surety companies acceptable to the County. All bonds shall be with surety companies licensed and admitted to do business in the State of Michigan, be listed in the most recently revised U.S. Department of Treasury's Circular 570 Listing of Approved Sureties, and have an A.M. Best Company insurance reports rating of A or A- (Excellent). The Contractor shall ensure that all subcontractors covered under this Agreement are also covered by bonds meeting the requirements of this section. The bonds to be provided shall include the following:

- A. Performance Bond – The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County in an amount at least equal to one hundred percent (100%) of the amount to be paid Contractor under this Agreement as security for faithful performance of this Agreement. The County shall be the Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal’s failure to perform in accordance with the provisions of this Agreement. This Agreement, by reference, shall be an integral part of the bond.
- B. Payment Bond – The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County in an amount at least equal to one hundred percent (100%) of the amount to be paid the Contractor under this Agreement as security for the prompt payment to all persons supplying labor and material in the performance of all work under this Agreement, and any and all authorized modifications under this Agreement. This Agreement, by reference, shall be an integral part of the bond.
- C. **Performance and Payments Bonds shall be submitted to Mr. Chet Janik, Leelanau County Administrator, 8527 E. Government Center Drive, Suite #101, Suttons Bay, MI 49682, at least ten (10) days prior to the commencement of work covered under this Agreement.**
- D. Additional or Substitute Bond – If at any time the County, for a justifiable cause, shall become dissatisfied with any Sureties providing the Performance or Payment Bonds, the Contractor shall, within five (5) days after such notice from the County to do so, substitute an acceptable bond(s) in such forms and sum and issued by such other Surety as may be satisfactory to the County. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the County.

SIXTEENTH: Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SEVENTEENTH: Amendments.

- A. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
- B. No changes, amendments or modifications shall be made to the specifications of the Project except upon written change order specifying such changes, amendments or modifications, signed by the County and the

Contractor setting forth a detailed description of the change, amendment or modification and the costs, or credit, thereof. Any changes or alterations from the specifications which result in extra costs, or which may be required by any public body or inspector shall be paid by the County.

EIGHTEENTH: Assignment. The Contractor shall not assign its duties and/or obligations under this Agreement.

NINETEENTH: Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

TWENTIETH: Complete Agreement. This Agreement, the Project Manual, and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-FIRST: Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

TWENTY-SECOND: Survival. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to the provisions of the SECOND, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, SIXTEENTH, TWENTY-FIRST, and TWENTY-THIRD sections of the Agreement shall survive the termination of this Agreement.

TWENTY-THIRD: Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

TWENTY-FOURTH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR THE GOVERNMENT CENTER HVAC RENOVATION PROJECT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

By: _____ Date _____
William J. Bunek, Chairperson
County Board of Commissioners

A.B.I. MECHANICAL

By: _____ Date _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

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EXHIBIT 1

LEELANAU COUNTY BOARD POLICY

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **Shoreline Power Services, Inc.**, with an office mailing address of 6724 East Railway Commons, Williamsburg, MI 49690 (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

WHEREAS, the County requires electrical work in conjunction with the HVAC Renovation Project at the Leelanau County Government Center, located at 8527 E. Government Center Drive, Suttons Bay, MI 49682 (hereinafter referred to as the "Work Site"); and

WHEREAS, the Contractor has submitted a proposal to provide the electrical work for the HVAC Renovation project; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Services to be Performed by the Contractor. The Contractor shall provide electrical work as provided in the technical specifications, and drawings prepared by Apollo Engineering, LLC for the HVAC Renovation Project at the County Government Center (hereinafter referred to as the "Project").

Contractor shall schedule all work at the Work Site with the Project Manager, prior to commencing work. Contractor understands that the Work Site will be occupied and open for business during the course of this project.

Contractor shall be responsible for measurements.

The County's Project Manager for the Project is E Three, Inc., with offices at 12719 South West Bay Shore Drive, Suite 10, Traverse City, MI 49684 (hereinafter referred to as the "Project Manager").

SECOND: Compensation. It is expressly understood and agreed that, except as authorized below, the total compensation which the Contractor shall receive under this Agreement shall be up to but not to exceed TWO HUNDRED AND THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$232,000).

The Contractor shall be paid the compensation authorized above as follows:

- A. Within fifteen (15) days of signing this Agreement Contractor shall provide the County with a materials schedule and mobilization plan. Including with this schedule and plan shall be an invoice for the materials needed to commence the project. The County shall pay the invoice within thirty (30) days of receipt.
- B. The Contractor shall submit invoices for work performed by subcontractors when each subcontractor's work on the project is completed on a monthly basis for work In Place and material stored.
- C. The Contractor shall submit an monthly invoice for all other work In Place
- D. The County will keep a retainage of 5% to be paid to the Contractor after all punch list tasks are completed; training is provided and as built drawings are delivered to the County.
- E. All payment requests and invoices shall be first delivered to the County's Project Manager for the Project.
- F. The County shall pay the sum correctly billed pursuant to the above in accordance with the County's procedure for payment of Accounts Payable within Fifteen (15) days after the County has received all of the following:
 - 1. The bill stating the amount of the Project completed on date of invoicing and total sum due.
 - 2. Verification of said completion from the inspector(s) designated by the County pursuant to the FOURTH section of this Agreement.
 - 3. Before payment of the bill, County must also be provided with proof that Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement. Such proof shall be in the form of data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be designated by the County. If a subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Completion of the work being billed shall be to the satisfaction of the County's inspector(s). The inspector(s) shall conduct an inspection before payment of any bill

submitted pursuant to this section within five (5) business days of the County's receipt of a bill.

For all changes in the work authorized by a Modification involving additions to or deductions from the Contract Sum, the Contractor agrees to perform or omit (or cause to be performed or omitted by its subcontractors) such work at cost as is mutually agreed upon in writing by the County and the Contractor.

Should any work be deleted from this Agreement by order of the County, the full cost savings realized thereby, including stipulated fee, shall be credited to the County.

THIRD: Agreement Period and Termination. This Agreement shall be considered to have become effective on the date set forth on page one of this Agreement. The Contractor shall complete all required work by no later than December 31, 2020.

It is also expressly understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the completion date of the Project shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement upon written notice to Contractor for just cause. The County shall have the right to terminate this Agreement effective immediately if the Contractor fails to comply with the terms and conditions of this Agreement. The County's exercise of its right to terminate this Agreement shall not be construed as a waiver of any other rights or remedies which it may have in law and/or in equity.

FOURTH: Work Site Security Requirements. By its entry into this Agreement the Contractor acknowledges that the work to be performed on the Project may be in secured areas and that the Contractor and its personnel shall comply fully with the following requirements:

- A. The Contractor shall provide the County with a complete list of all persons duly authorized to work on the Project. Only those persons authorized by the Leelanau County Sheriff's Office will be allowed to work within secured areas. All of the Contractor's personnel authorized to work within secured areas will be subject to a criminal security check performed by the County. The County may issue temporary identification cards, which will be kept by the County and issued and collected on a daily basis.
- B. Law prohibits the import into the Work Site of contraband such as drugs, liquor, firearms, ammunition and other similar items. Work Site staff may conduct searches of Contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractor's personnel is restricted. Such use must be approved on a case-by-case basis.

- C. The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Agreement.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to Sheriff's Office staff. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. Contractor is responsible for proper storage of tools and equipment when in a secured area. Contractor shall immediately report all missing or broken tools and equipment to Sheriff's Office staff.
- F. A designated area outside of the secured area will be arranged for parking of personnel vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of the Sheriff's Office staff. The Contractor shall immediately load or unload trucks and remove from secured areas.
- G. Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the Project area. Nothing shall be taken from or given to an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor or County's security personnel of all unusual happenings pertaining to the inmates.
- H. Within secured areas, the County will designate washing and toilet facilities for Contractor's use. Only such designated facilities may be used by Contractor's personnel.

FIFTH: Workmanship and Inspection of Work. All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker from the Project that County deems incompetent or careless.

The County shall designate the Project Manager and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Project's requirements set forth in the FIRST section of this Agreement, the Project's specifications, and is free from defects.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed its work on the Project and on completion of all items on the final punch list, but prior to Contractor receiving compensation therefore as set forth in the SECOND section of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in the SECOND section, require the Contractor to correct such defects, deviations from or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this FIFTH section shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

SIXTH: Warranties.

- A. The Contractor warrants that it meets all Federal, State and local licensing, certifications and authorization requirements to perform all the work required by the Project.
- B. The Contractor warrants to the County that all work performed under this Agreement will be of good quality free from faults and defects, and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions requiring correction of defective work, set forth in the SEVENTH section.
- C. In the event the Contractor provides any materials required for the Project, the Contractor warrants that all such materials shall be new and of good quality, free from faults and defects, and in conformance with this Agreement. The Contractor, if required by the County, shall furnish the County with satisfactory evidence as to the kind and quality of the materials. Materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions requiring correction of defective work, set forth in the SEVENTH section.
- D. Neither final payment nor any provision in this Agreement shall relieve the Contractor of responsibilities for defects in workmanship or faulty materials supplied by Contractor. The Contractor warrants that it shall correct any defects due to faulty work or materials and pay for the damage to other work

resulting therefrom, which appear within a period of one (1) year from the date of completion of all the work at the Work Site required by this Agreement or during such longer period of time as required by the Project Manual. The County shall notify the Contractor of observed defects with reasonable promptness.

SEVENTH: Correction of Work.

- A. The Contractor shall promptly correct all work rejected by the County as defective or as failing to comply with Contractor's warranties set forth in the SIXTH section, whether observed before or after substantial completion. The Contractor shall bear all costs of correcting such rejected work.
- B. If, within one (1) year after the date of completion of all the work at the Work Site that is required by this Agreement or within such longer period of time as may be prescribed by the Project Manual or by law, any of the materials (if provided by Contractor) and/or workmanship is found not to be in accordance with the Contractor's warranties set forth in section SIXTH, B, C, and D, the Contractor shall correct such defect(s) promptly after receipt of a written notice from the County to do so. This obligation shall survive termination of this Agreement. The County shall give such notice promptly after discovery of the condition.
- C. The Contractor shall remove from the Work Site all portions of the work which are not in compliance with Contractor's warranties in section SIXTH, B, C, and D, and which have not been corrected under subsections A and B of this section, unless removal is expressly waived in writing by the County.
- D. If the Contractor fails to correct work not in compliance with Contractor's warranties in section SIXTH, B, C, and D, the County may correct such work. The Contractor shall bear the costs incurred by the County in correcting such defective work and shall pay the County the total sum of such costs that were incurred by the County within thirty (30) days of the County's delivery to Contractor of a bill setting forth such costs and the total sum due.
- E. The requirements of this SEVENTH section shall be construed as being in addition to not a replacement of any applicable manufacturer warranties.

EIGHTH: Cleaning Up. The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from Contractor's work is required. Contractor shall be responsible for paying for and hauling away waste. At the completion of the Project, the Contractor shall remove all the Project's remaining waste material and rubbish from and about the Work Site, as well as its tools, equipment, and machinery. The County will provide a dumpster.

If the Contractor fails to clean up during and at the completion of the Project, the County may do so and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

NINTH: Protection of Persons and Property.

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement, including but not limited to, providing temporary safety measures around areas at which work is being performed to minimize the possibility of damage to property and injury to persons in and/or around the Work Site.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
 - 2. All materials and equipment to be used and/or incorporated into the Project, whether in storage on or off the Work Site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
 - 3. Other property at the Work Site or adjacent thereto, including but not limited to all interior and exterior fixtures and furnishings of the Work Site, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of the Project.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- E. The Contractor shall promptly remedy all injury, damage or loss to any real or personal property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable

and for which the Contractor is responsible under subsection B of this section.

- F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.
- G. The foregoing obligations of the Contractor are in addition to its obligations under the THIRTEENTH section of this Agreement.

TENTH: Compliance with the Law, Obtaining Permits and Nondiscrimination.

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.
- B. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution of this Agreement.
- C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
- E. If the Contractor or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Leelanau County Administrator or to such person as he may designate, prior to commencement of work.
- F. The Contractor and all its subcontractors and sub-subcontractors shall adhere to all Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination in regard to employees and applicants for employment including, but not limited to, the following:
 - 1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder.

The Contractor, its subcontractors and sub-subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

- G. Breach of this TENTH section shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

ELEVENTH: Applicable Law and Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the laws of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TWELFTH: Independent Contractor.

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

- B. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.
- C. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

THIRTEENTH: Indemnification and Hold Harmless. To the fullest extent permitted by law the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County and its elected and appointed officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor, or Contractor's officers, employees, servants, agents or subcontractors that may arise out of this Agreement.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966, (MCL 691.991), as amended, the responsibility for indemnification set forth in this THIRTEENTH section shall be limited to the degree of fault of the Contractor, or its officers, employees, servants, agents or subcontractors.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

FOURTEENTH: Insurance. The Contractor at all times during the term of this project, shall at a minimum meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements", and any amendments made there to over this Project's term. A copy of said Board of Commissioners' Policy is attached to this Agreement as Exhibit 1. The attached Exhibit 1 is incorporated by reference into this Agreement and made a part thereof.

Failure to comply with the insurance requirements set forth above could result in the termination of this Agreement or delay payment of sums due under this Agreement.

FIFTEENTH: Bond Requirements. The Contractor shall not commence work under this Agreement until it has obtained the bonds required by this section from surety companies acceptable to the County. All bonds shall be with surety companies licensed and admitted to do business in the State of Michigan, be listed in the most recently revised U.S. Department of Treasury's Circular 570 Listing of Approved Sureties, and have an A.M. Best Company insurance reports rating of A or A- (Excellent). The Contractor shall ensure

that all subcontractors covered under this Agreement are also covered by bonds meeting the requirements of this section. The bonds to be provided shall include the following:

- A. Performance Bond – The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County in an amount at least equal to one hundred percent (100%) of the amount to be paid Contractor under this Agreement as security for faithful performance of this Agreement. The County shall be the Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the provisions of this Agreement. This Agreement, by reference, shall be an integral part of the bond.
- B. Payment Bond – The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County in an amount at least equal to one hundred percent (100%) of the amount to be paid the Contractor under this Agreement as security for the prompt payment to all persons supplying labor and material in the performance of all work under this Agreement, and any and all authorized modifications under this Agreement. This Agreement, by reference, shall be an integral part of the bond.
- C. **Performance and Payments Bonds shall be submitted to Mr. Chet Janik, Leelanau County Administrator, 8527 E. Government Center Drive, Suite #101, Suttons Bay, MI 49682, at least ten (10) days prior to the commencement of work covered under this Agreement.**
- D. Additional or Substitute Bond – If at any time the County, for a justifiable cause, shall become dissatisfied with any Sureties providing the Performance or Payment Bonds, the Contractor shall, within five (5) days after such notice from the County to do so, substitute an acceptable bond(s) in such forms and sum and issued by such other Surety as may be satisfactory to the County. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the County.

SIXTEENTH: Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SEVENTEENTH: Amendments.

- A. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

- B. No changes, amendments or modifications shall be made to the specifications of the Project except upon written change order specifying such changes, amendments or modifications, signed by the County and the Contractor setting forth a detailed description of the change, amendment or modification and the costs, or credit, thereof. Any changes or alterations from the specifications which result in extra costs, or which may be required by any public body or inspector shall be paid by the County.

EIGHTEENTH: Assignment. The Contractor shall not assign its duties and/or obligations under this Agreement.

NINETEENTH: Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

TWENTIETH: Complete Agreement. This Agreement, the Project Manual, and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-FIRST: Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

TWENTY-SECOND: Survival. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to the provisions of the SECOND, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, SIXTEENTH, TWENTY-FIRST, and TWENTY-THIRD sections of the Agreement shall survive the termination of this Agreement.

TWENTY-THIRD: Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

TWENTY-FOURTH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR THE GOVERNMENT CENTER HVAC RENOVATION PROJECT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LEELANAU

By: _____ Date _____
William J. Bunek, Chairperson
County Board of Commissioners

SHORELINE POWER SERVICES, INC.

By: _____ Date _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

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EXHIBIT 1

LEELANAU COUNTY BOARD POLICY

GENERAL SUBJECT: Administration/General (County Administrator)	Policy No. 13
SPECIFIC SUBJECT: Insurance Requirements Policy	Adopted: 04/17/1990 Revised: 02/15/1994 Revised: 05/21/2013 Revised: 12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **Integrity Test and Balance, Inc.**, with an office mailing address of 10381 E. Cherry Bend Rd., Ste. A, Traverse City, MI 49684 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County requires HVAC renovations at the Leelanau County Government Center, located at 8527 E. Government Center Drive, Suttons Bay, MI 49682 (hereinafter referred to as the "Work Site"); and

WHEREAS, the Contractor has submitted a proposal to provide HVAC Air and Water Balance and Division 230593 Testing and Balancing along with the labor, tools, equipment, debris removal, transportation and other facilities and services necessary to complete the work at the Work Site; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Services to be Performed by the Contractor. The Contractor shall provide HVAC Air and Water Balance and Division 230593 Testing and Balancing including all necessary labor, tools, equipment, debris removal, transportation and other facilities and services for the HVAC Renovation Project at the County Government Center (hereinafter referred to as the "Project").

Contractor shall schedule all work at the Work Site with the Project Manager, prior to commencing work. The Contractor understands that the Work Site will be occupied at all times during the Project and will provide the Project Manager with 5 days' notice if Contractor needs to complete any of the work during unoccupied hours.

The County's Project Manager for the Project is E Three, Inc., with offices at 9105 East Fouch Road, Traverse City, MI 49684 (hereinafter referred to as the "Project Manager").

SECOND: Project Schedule and Compensation. It is expressly understood and agreed that, except as authorized below, the total compensation which the Contractor shall receive under this Agreement shall be up to but not to exceed SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000).

The Contractor understands that HVAC Renovation Project will be completed in three phases and agrees to submit invoices for payment as set forth below. Contractor shall be paid the compensation authorized above as follows:

- A. Phase One: Contractor will commence its work on Phase One of the Project upon notification that the heating system is complete, cleaned, flushed and bled of all air. Contractor will proceed with the water balance with the assistance of the Temperature Control Contractor. Contractor will submit its invoice for all Phase One work on a monthly basis for all work In Place.
- B. Phase Two: Contractor will commence work on Phase Two of the Project upon notification that the chilled water system is complete, cleaned, flushed and bled of all air. Contractor will proceed with the water balance with the assistance of the Temperature Control Contractor. Contractor will submit its invoice for all Phase Two work on a monthly basis for all work In Place.
- C. Phase Three: Contractor will continue to follow the installation teams upon completion of each system. Contractor will work with the Temperature Control Contractor to finalize the Test and Balance work. Upon completion of all Test and Balance work, Contractor will submit its final report for review. Contractor will submit its invoice for all Phase Three work on a monthly basis for all work In Place.
- D. The County will keep a retainage of 5% to be paid to the Contractor after all punch list tasks are completed; training is provided and as built drawings are delivered to the County.
- E. All payment requests and invoices shall be first delivered to the County's Project Manager for the Project.
- F. The County shall pay the sum correctly billed pursuant to the above in accordance with the County's procedure for payment of Accounts Payable within fifteen (15) days after the County has received all of the following:
 - 1. The bill stating the amount of the Project completed on date of invoicing and total sum due.
 - 2. Verification of said completion from the inspector(s) designated by the County pursuant to the FOURTH section of this Agreement.
 - 3. Before payment of the bill, County must also be provided with proof that Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement. Such proof shall be in the form of data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be

designated by the County. If a subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Completion of the work being billed shall be to the satisfaction of the County's inspector(s). The inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this section within five (5) business days of the County's receipt of a bill.

For all changes in the work authorized by a Modification involving additions to or deductions from the Contract Sum, the Contractor agrees to perform or omit (or cause to be performed or omitted by its subcontractors) such work at cost as is mutually agreed upon in writing by the County and the Contractor.

Should any work be deleted from this Agreement by order of the County, the full cost savings realized thereby, including stipulated fee, shall be credited to the County.

THIRD: Agreement Period and Termination. This Agreement shall be considered to have become effective on the date set forth on page one of the Agreement. The Contractor shall complete all required work by no later than December 31, 2020.

It is also expressly understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the completion date of the Project shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement upon written notice to Contractor for just cause. The County shall have the right to terminate this Agreement effective immediately if the Contractor fails to comply with the terms and conditions of this Agreement. The County's exercise of its right to terminate this Agreement shall not be construed as a waiver of any other rights or remedies which it may have in law and/or in equity.

FOURTH: Work Site Security Requirements. By its entry into this Agreement the Contractor acknowledges that the work to be performed on the Project may be in secured areas and that the Contractor and its personnel shall comply fully with the following requirements:

- A. The Contractor shall provide the County with a complete list of all persons duly authorized to work on the Project. Only those persons authorized by the Leelanau County Sheriff's Office will be allowed to work within secured areas. All of the Contractor's personnel authorized to work within secured areas will be subject to a criminal security check performed by the County.

The County may issue temporary identification cards, which will be kept by the County and issued and collected on a daily basis.

- B. Law prohibits the import into the Work Site of contraband such as drugs, liquor, firearms, ammunition and other similar items. Work Site staff may conduct searches of Contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractor's personnel is restricted. Such use must be approved on a case-by-case basis.
- C. The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Agreement.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to Sheriff's Office staff. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. Contractor is responsible for proper storage of tools and equipment when in a secured area. Contractor shall immediately report all missing or broken tools and equipment to Sheriff's Office staff.
- F. A designated area outside of the secured area will be arranged for parking of personnel vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of the Sheriff's Office staff. The Contractor shall immediately load or unload trucks and remove from secured areas.
- G. Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the Project area. Nothing shall be taken from or given to an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor or County's security personnel of all unusual happenings pertaining to the inmates.
- H. Within secured areas, the County will designate washing and toilet facilities for Contractor's use. Only such designated facilities may be used by Contractor's personnel.

FIFTH: Workmanship and Inspection of Work. All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole

discretion require the Contractor to remove any worker from the Project that County deems incompetent or careless.

The County shall designate the Project Manager and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Project's requirements set forth in the FIRST section of this Agreement, the Project's specifications, and is free from defects.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed its work on the Project and on completion of all items on the final punch list, but prior to Contractor receiving compensation therefore as set forth in the SECOND section of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in the SECOND section, require the Contractor to correct such defects, deviations from or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this FIFTH section shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

SIXTH: Warranties.

- A. The Contractor warrants that it meets all Federal, State and local licensing, certifications and authorization requirements to perform all the work required by the Project.
- B. The Contractor warrants to the County that all work performed under this Agreement will be of good quality free from faults and defects, and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions requiring correction of defective work, set forth in the SEVENTH section.
- C. In the event the Contractor provides any materials required for the Project, the Contractor warrants that all such materials shall be new and of good quality, free from faults and defects, and in conformance with this Agreement. The Contractor, if required by the County, shall furnish the

County with satisfactory evidence as to the kind and quality of the materials. Materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions requiring correction of defective work, set forth in the SEVENTH section.

- D. Neither final payment nor any provision in this Agreement shall relieve the Contractor of responsibilities for defects in workmanship or faulty materials supplied by Contractor. The Contractor warrants that it shall correct any defects due to faulty work or materials and pay for the damage to other work resulting therefrom, which appear within a period of one (1) year from the date of equipment/system start up or during such longer period of time as required by the Project Manual. The County shall notify the Contractor of observed defects with reasonable promptness.

SEVENTH: Correction of Work.

- A. The Contractor shall promptly correct all work rejected by the County as defective or as failing to comply with Contractor's warranties set forth in the SIXTH section, whether observed before or after substantial completion. The Contractor shall bear all costs of correcting such rejected work.
- B. If, within one (1) year after the date of completion of all the work at the Work Site that is required by this Agreement or within such longer period of time as may be prescribed by the Project Manual or by law, any of the materials (if provided by Contractor) and/or workmanship is found not to be in accordance with the Contractor's warranties set forth in section SIXTH, B, C, and D, the Contractor shall correct such defect(s) promptly after receipt of a written notice from the County to do so. This obligation shall survive termination of this Agreement. The County shall give such notice promptly after discovery of the condition.
- C. The Contractor shall remove from the Work Site all portions of the work which are not in compliance with Contractor's warranties in section SIXTH, B, C, and D, and which have not been corrected under subsections A and B of this section, unless removal is expressly waived in writing by the County.
- D. If the Contractor fails to correct work not in compliance with Contractor's warranties in section SIXTH, B, C, and D, the County may correct such work. The Contractor shall bear the costs incurred by the County in correcting such defective work and shall pay the County the total sum of such costs that were incurred by the County within thirty (30) days of the County's delivery to Contractor of a bill setting forth such costs and the total sum due.
- E. The requirements of this SEVENTH section shall be construed as being in addition to not a replacement of any applicable manufacturer warranties.

EIGHTH: Cleaning Up. The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from Contractor's work is required. The County will provide dumpsters. At the completion of the Project, the Contractor shall clean up the work area remove its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the Project, the County may do so and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

NINTH: Protection of Persons and Property.

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement, including but not limited to, providing temporary safety measures around areas at which work is being performed to minimize the possibility of damage to property and injury to persons in and/or around the Work Site.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
 - 2. All materials and equipment to be used and/or incorporated into the Project, whether in storage on or off the Work Site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
 - 3. Other property at the Work Site or adjacent thereto, including but not limited to all interior and exterior fixtures and furnishings of the Work Site, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of the Project.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against

hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

- E. The Contractor shall promptly remedy all injury, damage or loss to any real or personal property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this section.
- F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.
- G. The foregoing obligations of the Contractor are in addition to its obligations under the THIRTEENTH section of this Agreement.

TENTH: Compliance with the Law, Obtaining Permits and Nondiscrimination.

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.
- B. The Contractor, as primary for this project, shall secure and pay for all permits, governmental fees, licenses and inspections falling under its purview that are necessary for the proper execution of this Agreement.
- C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
- E. If the Contractor or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Leelanau County Administrator or to such person as he may designate, prior to commencement of work.

- F. The Contractor and all its subcontractors and sub-subcontractors shall adhere to all Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination in regard to employees and applicants for employment including, but not limited to, the following:
1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
 2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
 3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
 4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder.

The Contractor, its subcontractors and sub-subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

- G. Breach of this TENTH section shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

ELEVENTH: Applicable Law and Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the laws of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TWELFTH: Independent Contractor.

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees,

servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

- B. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.
- C. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

THIRTEENTH: Indemnification and Hold Harmless. To the fullest extent permitted by law the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County and its elected and appointed officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor, or Contractor's officers, employees, servants, agents or subcontractors that may arise out of this Agreement.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966, (MCL 691.991), as amended, the responsibility for indemnification set forth in this THIRTEENTH section shall be limited to the degree of fault of the Contractor, or its officers, employees, servants, agents or subcontractors.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

FOURTEENTH: Insurance. The Contractor at all times during the term of this project, shall at a minimum meet the requirements of the Leelanau County Board of Commissioners' Policy on "Insurance Requirements", and any amendments made there to over this Project's term. A copy of said Board of Commissioners' Policy is attached to this Agreement as Exhibit 1. The attached Exhibit 1 is incorporated by reference into this Agreement and made a part thereof.

Failure to comply with the insurance requirements set forth above could result in the termination of this Agreement or delay payment of sums due under this Agreement.

FIFTEENTH: Bond Requirements. The Contractor shall not commence work under this Agreement until it has obtained the bonds required by this section from surety companies acceptable to the County. All bonds shall be with surety companies licensed and admitted to do business in the State of Michigan, be listed in the most recently revised U.S. Department of Treasury's Circular 570 Listing of Approved Sureties, and have an A.M. Best Company insurance reports rating of A or A- (Excellent). The Contractor shall ensure that all subcontractors covered under this Agreement are also covered by bonds meeting the requirements of this section. The bonds to be provided shall include the following:

- A. Performance Bond – The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County in an amount at least equal to one hundred percent (100%) of the amount to be paid Contractor under this Agreement as security for faithful performance of this Agreement. The County shall be the Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the provisions of this Agreement. This Agreement, by reference, shall be an integral part of the bond.
- B. Payment Bond – The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County in an amount at least equal to one hundred percent (100%) of the amount to be paid the Contractor under this Agreement as security for the prompt payment to all persons supplying labor and material in the performance of all work under this Agreement, and any and all authorized modifications under this Agreement. This Agreement, by reference, shall be an integral part of the bond.
- C. **Performance and Payments Bonds shall be submitted to Mr. Chet Janik, Leelanau County Administrator, 8527 E. Government Center Drive, Suite #101, Suttons Bay, MI 49682, at least ten (10) days prior to the commencement of work covered under this Agreement.**
- D. Additional or Substitute Bond – If at any time the County, for a justifiable cause, shall become dissatisfied with any Sureties providing the Performance or Payment Bonds, the Contractor shall, within five (5) days after such notice from the County to do so, substitute an acceptable bond(s) in such forms and sum and issued by such other Surety as may be satisfactory to the County. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the County.

SIXTEENTH: Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SEVENTEENTH: Amendments.

- A. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
- B. No changes, amendments or modifications shall be made to the specifications of the Project except upon written change order specifying such changes, amendments or modifications, signed by the County and the Contractor setting forth a detailed description of the change, amendment or modification and the costs, or credit, thereof. Any changes or alterations from the specifications which result in extra costs, or which may be required by any public body or inspector shall be paid by the County.

EIGHTEENTH: Assignment. The Contractor shall not assign its duties and/or obligations under this Agreement.

NINETEENTH: Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

TWENTIETH: Complete Agreement. This Agreement, the Project Manual, and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-FIRST: Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

TWENTY-SECOND: Survival. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to the provisions of the SECOND, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, SIXTEENTH, TWENTY-FIRST, and TWENTY-THIRD sections of the Agreement shall survive the termination of this Agreement.

TWENTY-THIRD: Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

EXHIBIT 1

LEELANAU COUNTY BOARD POLICY

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.



July 26, 2019

GOVERNMENT CENTER HVAC RENOVATION PROJECT | memorandum

To: Chet Janik, County Administrator From: Kirstin Policastro
Subject: Major Equipment Elements Purchase Order Detail

Chet, per your request please find a summary of information for the Major Equipment Elements that will require a Purchase Order from the County. The goal of the summary is to provide detail on the equipment and to facilitate getting them ordered.

Supplier: Advanced Building Control Systems Inc.
 5141 Silver Cove Drive, Traverse City, MI 49686
 Telephone: 231-342-4414
 Contact: Mark Perry, Owner mperry@abcsmi.com

AS PER ATTACHED QUOTE DATED 5/16/19 QUOTE: 143

Associated equipment:

14- MachPro Controller 4x4 @ \$481.60 ea.	6,742.40
65- NETWORK THERMOSTAT WITH HUMIDITY AND OCC @ \$577.60.....	37,544.00
1- Network Space Controller with LCD @ \$411.20	411.20
19- MACH-PROAIR VAV BOX CONTROLLER WITH 3INPUTS 3 OUTPUTS @ \$476.80	9,059.20
7- MachPro 1 @ \$1,139.15	7,974.04
1- MACH-PROWEBCOM @ \$3,752.00	3,752.00
3- MACH-PROCOM @ \$1,249.60	3,748.80
19- NETWORK SENSOR WITH BACKLIGHT AND OCC @ \$168.00	3,192.00
1- RC STUDIO SOFTWARE @ \$1,288.00	1,288.00
1- RC ARCHIVE SOFTWARE 200 POINTS @ \$580.80	580.80
1- RC ARCHIVE SOFTWARE 200 POINT ADD-ON @ \$464.00	464.00
5- NETWORK SENSOR WITH IO AND HUMIDITY, OCC @ \$604.80	3,024.00
18- WELL SENSOR WITH WELL 2.5" @ \$22.32	401.76
19- DUCT TEMP PROBE 4" @ \$17.28	328.32
5- CO ₂ DUCT MOUNT @ \$244.80	1,224.00
5- DUCT DPT TRANSDUCER @ \$209.60	1,048.00
3- SPACE MOUNT STATIC PRESSURE SENSOR @ \$188.80	566.40
25- SPLIT CORE CURRENT DONUTS @ \$42.88	1,072.00
1- OUTDOOR HUMIDITY SENSOR WITH TEMP @ \$194.56	194.56
71- 96VA MULTI VOLT TRANSFORMER WITH RESET @ \$20.15	1,431.00
5- LOW LIMIT THERMOSTATS @ \$154.80	774.00
5- The Euro enclosure-flexible cable averaging configuration @ \$112.00	560.00
5- DUCT PROBE AVG 18" @ \$20.48	102.40
3- UNIVERSAL CLIPS @ \$90.00	270.00
22- KELE 26X20 CONTROL PANEL @ \$751.95	16,542.96
19- CONTROL VALVES for VAV Boxes @ \$307.20	5,836.80
12- CONTROL VALVES for AHU's @\$720.00	8,640.00
14- CONTROL VALVES for CB Manifolds @ \$384.00	5,376.00
65- CONTROL VALVES for Baseboard @ \$352.00	22,880.00
10- Damper Actuators for AHU's @\$528.00	5,280.00
5- Speed Drives for AHU fans @ \$1,090.00	5,450.00
2- Speed Drives for Pumps @ \$750.00	1,500.00
Total Acquisition Cost [Including applicable warranty]:	\$157,258.64

Estimated Time of Delivery:

Eligible materials delivery time frame is 2-3 Weeks
Intellectual Property/Licenses are available at Point of Purchase

Additional Requirements needed by Supplier:

Executed W9
Executed Tax Exempt Form

5141 Silver Cove Drive
 Traverse City, MI 49685

Estimate

Date	Estimate #
5/16/2019	143

Name / Address
Leelanau County 8527 E. Government Center Dr Suttons Bay MI 49682

			Project
			Gov Center HVAC ...
Description	Qty	Rate	Total
MachPro Controller 4x4	14	481.60	6,742.40
NETWORK THERMOSTAT WITH HUMIDITY AND OCC	65	577.60	37,544.00
Network Space Controller with LCD	1	411.20	411.20
MACH-PROAIR VAV BOX CONTROLLER WITH 3INPUTS 3 OUTPUTS	19	476.80	9,059.20
MachPro 1	7	1,139.14857	7,974.04
MACH-PROWEBCOM	1	3,752.00	3,752.00
MACH-PROCOM	3	1,249.60	3,748.80
NETWORK SENSOR WITH BACKLIGHT AND OCC	19	168.00	3,192.00
RC STUDIO SOFTWARE	1	1,288.00	1,288.00
RC ARCHIVE SOFTWARE 200 POINTS	1	580.80	580.80
RC ARCHIVE SOFTWARE 200 POINT ADD-ON	1	464.00	464.00
NETWORK SENSOR WITH IO AND HUMIDITY, OCC	5	604.80	3,024.00
WELL SENSOR WITH WELL 2.5"	18	22.32	401.76
DUCT TEMP PROBE 4"	19	17.28	328.32
CO2 DUCT MOUNT	5	244.80	1,224.00
DUCT DPT TRANSDUCER	5	209.60	1,048.00
SPACE MOUNT STATIC PRESSURE SENSOR	3	188.80	566.40
SPLIT CORE CURRENT DONUTS	25	42.88	1,072.00
OUTDOOR HUMIDITY SENSOR WITH TEMP	1	194.56	194.56
96VA MULTI VOLT TRANSFORMER WITH RESET	71	20.15493	1,431.00
LOW LIMIT THERMOSTATS	5	154.80	774.00
The Euro enclosure-flexible cable averaging configuration	5	112.00	560.00
DUCT PROBE AVG 18"	5	20.48	102.40
UNIVERSAL CLIPS	3	90.00	270.00
KELE 26X20 CONTROL PANEL	22	751.95273	16,542.96
CONTROL VALVES for VAV Boxes	19	307.20	5,836.80
CONTROL VALVES for AHU's	12	720.00	8,640.00
CONTROL VALVES for CB Manifolds	14	384.00	5,376.00
			Subtotal
			Sales Tax (6.0%)
			Total

Advanced Building Control Systems Inc.

5141 Silver Cove Drive
 Traverse City, MI 49685

Estimate

Date	Estimate #
5/16/2019	143

Name / Address
Leelanau County 8527 E. Government Center Dr Suttons Bay MI 49682

Project
Gov Center HVAC ...

Description	Qty	Rate	Total
CONTROL VALVES for Baseboard	65	352.00	22,880.00
Damper Actuators for AHU's	10	528.00	5,280.00
Speed Drives for AHU fans	5	1,090.00	5,450.00
Speed Drives for Pumps	2	750.00	1,500.00
		Subtotal	\$157,258.64
		Sales Tax (6.0%)	\$0.00
		Total	\$157,258.64



July 26, 2019

GOVERNMENT CENTER HVAC RENOVATION PROJECT | memorandum

To: Chet Janik, County Administrator From: Kirstin Policastro
Subject: Major Equipment Elements Purchase Order Detail

Chet, per your request please find a summary of information for the Major Equipment Elements that will require a Purchase Order from the County. The goal of the summary is to provide detail on the equipment and to facilitate getting them ordered.

Supplier: ETNA SUPPLY – 1969 West South Airport Road, Traverse City, MI 49686
Telephone: 231-357-9788
Facsimile: 231-947-1300
Contact: Alan Notenbaum, Account Manager anotenbaum@EtnaSupply.com

AS PER ATTACHED QUOTE DATED 7/17/19 QUOTE: S103151020

Table with 2 columns: Associated equipment, Delivery Timeframe [as of 7/17/19]. Rows include Lochinvar Boilers, Neutra-Safe Condensate Neutralizers, and Lochinvar Pump Kits.

Total Acquisition Cost [Including 5 yr warranty]: \$ 59,440.00

Additional Requirements needed by Supplier:

- Executed W9
Executed Tax Exempt Form
Forklift on Site for Unloading *
Please designate Delivery Contact Person for day/time of Delivery [J. Culman]



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



Quotation

QUOTE DATE	QUOTE NUMBER
07/17/2019	S103151020
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2023 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

LEELANAU COUNTY GOVERNMENT CENTER
 8527 E GOVERNMENT CENTER DR STE 101
 SUTTONS BAY, MI 49682-9742

LEELANAU COUNTY GOVERNMENT CENTER
 8527 E GOVERNMENT CENTER DR STE 101
 SUTTONS BAY, MI 49682-9742

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
41392	BOILER ORDER		Alan Notenbaum	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Brandon Hart	BID	NET 25TH	08/16/2019	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
2ea	LOCHINVAR FBN1501 CREST BOILER, 60-1500 MBH INPUT *Nonstock - Restock Policy Applies* Pn: 353571			
2ea	NEUTRA-SAFE CN4-2000 CONDENSATE NEUTRALIZER, 2,000,000 BTU CAPACITY Pn: 417303			
2ea	LOCHINVAR PUM20078K KIT, PUMP, VARIABLE SPEED, 50-150, 100208412 *Nonstock - Restock Policy Applies* Pn: 399685			
Subtotal -----				59440.00

This Quotation is controlled by ETNA's standard terms and conditions ("ETNA's Standard Terms") found at <https://www.etnasupply.com/TermsandConditionsofQuotation>. Any other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!

Prices are firm for 30 days. Price subject to change after 30 days.

Subtotal	59440.00
S&H Charges	0.00
Amount Due	59440.00



July 26, 2019

GOVERNMENT CENTER HVAC RENOVATION PROJECT | memorandum

To: Chet Janik, County Administrator From: Kirstin Policastro
Subject: Major Equipment Elements Purchase Order Detail

Chet, per your request please find a summary of information for the Major Equipment Elements that will require a Purchase Order from the County. The goal of the summary is to provide detail on the equipment and to facilitate getting them ordered.

Supplier: Air Tech Equipment, 3523 Lousma Drive, S.E. Grand Rapids, MI 49548
 Telephone: 616-534-0032
 Facsimile: 616-534-0284
 Contact: Jeff Royston, Account Executive 231- 342-9955 jeff@airtechequipment.com

AS PER ATTACHED QUOTE DATED 5/13/19 QUOTE: 09974r2

Associated equipment:	Delivery Timeframe [as of 7/25/19]:
Neptronic Humidifiers	4-weeks From receipt of PO
Aaon Air-handlers	14 weeks "
Daikin Air-handler	13 weeks "
Daikin Chiller	12 weeks "
Total Acquisition Cost [Including 5 yr warranty]:	
2- Neptronic Humidifiers	\$ 35,500.00
1- RO System	\$ 13,000.00
AAON Air-handlers [summary below]	
3-Horizontal Air Handlers [AHU-301,302,303]	
1-Vertical Air Handler [AHU-200]	
1- V3 Vertical Energy Recovery AHU [DOAS-1]	\$ 133,108.00
1- Daikin Indoor Air-handler [AHU-100]	\$ 89,000.00
1- Daikin Chiller [CH-1]	\$ 84,000.00
TOTAL COST FOR THIS SUPPLIER [AIRTECH]:	\$ 354,608.00

Additional Requirements needed by Supplier:
 Executed W9
 Executed Tax Exempt Form
 Notice of Commencement* [*not needed at time of issuance of PO but is required]

3523 Lousma Drive, S.E.
Grand Rapids, MI 49548
Telephone: 616-534-0032
Facsimile: 616-534-0284



Bid Date: 5-13-19
Quote # 09974R2 – Revised to show total price with 5-year warranty. kk

TO: Bidders
PROJECT: Leelanau Court

AIRTECH EQUIPMENT, INC. is pleased to submit the following quotation:

1 – Daikin AGZ120E outdoor high efficiency air cooled chiller (CH-1)

- Microprocessor controller with BACnet interface
- Single point power with non-fused disconnect switch and circuit protection, 5kA SCCR
- Low sound construction package with sound reduction compressor blankets
- Phase and under-over voltage protection with LED
- VFD (w/line reactors) condenser fan head pressure control with low ambient operation to -10F
- Refrigeration service valves
- Factory installed thermal dispersion type flow switch and evaporator inlet strainer
- Condenser coil louvers and base grilles
- Spring isolators for field installation by others
- Technician for start-up assistance and owner training
- 1st year parts, labor, and refrigerant warranty
- 5-year parts only warranty

- **Total Net Price, Freight Allowed (Excluding Taxes)\$ 84,000.00**

1 – Daikin CAC030 indoor air handling unit (AHU-100)

- Double wall foam panel construction with thermal break, base rail, stainless steel drain pan
- Mixing dampers, hot water coil, chilled water coil
- ECM fan arrays for supply and return fan sections (includes disconnect, airflow monitor, BACnet)
- 2” MERV 8 prefilters, 4” MERV 13 primary filters (two complete sets)
- Technician for start-up assistance and owner training
- 5-year parts only warranty – Air handler
- Fan Arrays include 5 year parts and labor warranty)

NOT included: Valves, Temperature Controls, Labor Warranty

- **Total Net Price, Freight Allowed (Excluding Taxes)\$ 89,000.00**

2 – Nepronic model SKE electric steam humidifiers (H-1,2)

- Controller with sensors and BACnet interface
- Distribution manifold for duct mounting
- External drain pump
- Flex steam hoses
- Technician for start-up assistance
- 5-year parts only warranty - excludes labor

NOT included: RO System, Labor Warranty

- **Total Net Price, Freight Allowed (Excluding Taxes)\$ 35,500.00**

1 – RO sytem to supply humidifiers

- 5-year parts only warranty – excludes labor

- **Total Net Price, Freight Allowed (Excluding Taxes)\$ 13,000.00**

3 – AAON H3 horizontal air handling units (AHU-301,302,303)
1 – AAON V3 vertical air handling unit (AHU-200)

- Double wall foam panel construction with thermal break, stainless steel drain pan
- Mixing box, hot water coil, chilled water coil, ECM supply fan
- 2” MERV 8 prefilters, 4” MERV 13 primary filters (one set, extras not included)
- Technician for start-up assistance and owner training
- 1st year parts only warranty – excludes labor

NOT included: Disconnects, Valves, Temperature Controls, Extra Filters, Labor Warranty

1 – AAON V3 vertical energy recovery air handling unit (DOAS-1)

- Double wall foam panel construction with thermal break, stainless steel drain pan
- Integral energy recovery wheel
- Mixing dampers, hot water coil, chilled water coil, ECM supply and exhaust fan

- 2" MERV 8 prefilters, 4" MERV 13 primary filters (one set, extras not included)
- Technician for start-up assistance and owner training
- 5-year parts only warranty – excludes labor

NOT included: Disconnect, Valves, Temperature Controls, Extra Filters, Labor Warranty

- **Total Net Price, Freight Allowed (Excluding Taxes)\$ 133,108.00**

Total Price

Total Net Price, Freight Allowed (Excluding Taxes)\$ 354,608.00

Note: Unless specifically stated, installation, labor warranty, occupancy adjustments, 1st year service/maintenance, check, test, start, training, troubleshooting, warranty diagnosis, pre-start checks, and any site visits are not included. These services are available for additional cost if desired.

AEI's Terms and Conditions apply.

This quotation will remain in effect for 30 days from the above date. Purchase orders are subject to acceptance by the unit manufacturer and/or **Airtech Equipment, Inc.** To the above prices, please **ADD** any state or local taxes payable on the transaction under any Federal, State, or Local Statute. Freight is **not** included, unless otherwise stated.

TERMS: Cash on delivery or Net 30 Days upon receipt of satisfactory credit information. Unpaid balances subject to 1-1/2% service charge per month (18% per annum). Back charges by any and all parties must be approved in writing, by **Airtech Equipment, Inc.**, and/or the equipment manufacturer prior to any work or service.

Sincerely,
AIRTECH EQUIPMENT, INC.

Jeff Royston/Todd Vigh

AIRTECH EQUIPMENT TERMS & CONDITIONS

All sales of products and services by AEI ("Seller") are made on the following terms and conditions. In these Standard Terms and Conditions of Sale (also referred to simply as "Terms of Sale"), any products sold by Seller to the buyer named in Seller's quotation or acknowledgment ("Buyer") are referred to below as "goods," and any services sold by Seller to Buyer are called "services."

1. Agreement. If Buyer has not otherwise agreed to these Terms of Sale, then Buyer's acceptance of delivery of, or payment for, the goods or services shall constitute Buyer's agreement to these Terms. Seller objects to and will not agree to any terms that are additional to or different from these terms. Terms that are printed on or contained in a purchase order or other form prepared by Buyer which are additional to, in conflict with, or inconsistent with those herein shall be considered inapplicable and shall have no force or effect.

2. Payment Terms. Unless otherwise specified in Seller's quotation or acknowledgment, payment in full of the price is due thirty (30) days after shipment of the goods or performance of the services, without discount, except that if at any time Seller determines that Buyer's financial condition or credit rating does not justify a sale on credit or if Buyer is at any time in default in any indebtedness or obligation that Buyer owes to Seller, then Seller may require advance payment or may ship C.O.D. Any payment that is not made when it is due shall accrue a late charge of 1-1/2% per month. Payment must be made at Seller's office in Grand Rapids, Michigan. Seller has the right to increase its prices at any time upon notice to Buyer to reflect any unusual or unforeseen increase in Seller's costs, including, but not limited to, an increase in the cost of materials.

3. Delivery and Risk of Loss. Unless Seller agrees otherwise in writing, Seller shall deliver the goods F.O.B. (Uniform Commercial Code term) Seller's facility, except that, in either case, risk of loss of the goods shall pass to Buyer upon identification of the goods to the contract between Buyer and Seller. Shipping, delivery and performance dates are estimates only, and time is not of the essence. Seller shall not in any event be required to ship the goods unless and until Buyer shall have paid in full the purchase price of all tooling that Seller shall have ordered for use in producing the goods. Seller may ship all the goods at one time or in portions from time to time. Seller shall have the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's quotation or acknowledgment.

4. Taxes. Seller's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, and Buyer shall be liable for all such taxes, whether or not Seller invoices Buyer for them.

5. Unavoidable Delay. If Seller is not able to finish and deliver the goods to Buyer, or to perform the services, on time because of anything Seller cannot control (such as casualty, labor trouble, accidents, unavailability of supplies or transportation, acts of God, or Buyer's failure to approve production samples), then the estimated delivery or performance time shall be extended accordingly, and Seller shall not be liable to Buyer for any damages caused by the delay.

6. Changes. Seller shall have the right to make design or engineering changes in its parts, equipment, processes and methods of manufacture, but Seller will not, without Buyer's prior approval, make any changes in operational or dimensional specifications that Buyer submits. Stenographical and clerical errors in quotations are subject to correction.

7. Defects; Remedies.

A. Goods. Buyer agrees to inspect the goods immediately upon receipt of such goods from Seller. If, prior to alteration by Buyer, any item of goods not subject to abuse or misuse proves to be defective (as defined below) within one year following the date of shipment, and if Buyer gives written notice to Seller of such defect within that period and does not alter the goods, then Seller shall, at Seller's option, either repair (or have repaired) or replace the defective item, at Seller's option and expense. Notice of a breach of Seller's warranty must be made in writing addressed to Seller, setting forth sufficient detail to permit identification by Seller of the claimed defect. Samples should accompany such notification. If Buyer alters the goods or fails to notify Seller within the one-year period following shipment of the goods, any claim for breach of warranty shall be conclusively deemed to have been waived by Buyer with respect to the alleged defect. In the event of a defect in any goods constituting a breach of the warranty provided herein, Seller shall furnish instructions for the disposition of the defective goods. If Seller fails to repair or replace any defective item within a reasonable time, then Seller shall be liable to Buyer for the lesser of (i) the reasonable costs of repair or replacement by a third party, or (ii) that part of the purchase price of the defective goods that shall have been paid by Buyer, but Buyer shall not obtain repair or replacement by a third party without giving Seller at least fifteen (15) days prior written notice, during which time Seller may repair or replace the defective item. An item shall be considered "defective" if it is found by Seller to have been defective in materials or workmanship and if the defect materially impairs the value of the goods to Buyer, except that the goods shall not be defective to the extent that (i) they conform with drawings, specifications, goods, testing results, dimensional layouts or manufacturing methods that have been submitted or approved by Buyer or (ii) they are damaged due to misapplication, faulty installation, or insufficient or unauthorized startup or service. Seller does not warrant that the goods or services will meet Buyer's specifications, drawings or samples unless expressly agreed in writing. Seller does not warrant the workmanship of others who have performed work on or used the goods. This paragraph sets forth Buyer's sole and exclusive remedies for any defect in the goods. Neither Buyer nor any other person may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to the goods. Any statements to the contrary are hereby rendered null and void unless made in a writing signed by an authorized officer of Seller.

B. Services. If a service proves to be defective (as defined below) within one year after Seller performs the service and if, in the case of a service involving Seller's processing of products furnished by Buyer, Buyer returns the products to Seller within that period, F.O.B. Seller's facility, then Seller shall, at its option, either re-perform the service, at Seller's expense, or refund to Buyer the price that Buyer paid to Seller for that part of the service that was defective and shall reimburse Buyer for reasonable freight charges incurred in returning the products to Seller. A service shall be considered "defective" if it is found by Seller to have failed to meet the standards in Seller's industry and if that failure materially impairs the value of the service to Buyer, except that if Buyer shall have approved or furnished to Seller specifications for the service, then the service shall not be considered defective to the extent it conforms to the specifications. This paragraph sets forth Buyer's sole and exclusive remedy for any defect in the services.

8. Limitations. EXCEPT AS STATED IN PARAGRAPH 7, SELLER DOES NOT MAKE ANY WARRANTY AS TO THE GOODS OR SERVICES AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS.

Seller shall not have any tort liability to Buyer or any other person with respect to any of the goods or services and shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages arising from any product defect, delay, nondelivery, recall or other breach. Buyer shall not have any right of rejection or of revocation of acceptance of the goods.

9. Solvency and Security Interest. Buyer represents that Buyer is solvent. Seller retains a security interest in the goods to secure payment of the price and all other indebtedness that Buyer now and in the future owes to Seller.

10. Permits, Review, Approval and Compliance. Seller is not responsible for obtaining any permit, inspection or license that is required for installation or operation of the goods. Seller does not make any promise or representation that the goods will conform to any law, ordinance, regulation, code or standard. Any specifications or products marked as "reviewed" by any party for use related to this contract shall be deemed to have been approved by that party.

11. Safety Features. Buyer shall install and operate the goods properly and according to Seller's operating instructions and shall not remove or change any safety device, warning or operating instructions that Seller placed on the goods.

12. Components of Another Product. If any of the goods constitute parts or components that are to be incorporated or installed in a product that is manufactured or assembled by or for Buyer, then (1) Buyer shall obtain, or cause the end-user of the product to obtain, all permits, inspections and licenses required for installation or operation of the product, (2) Buyer shall cause the product to conform to all applicable laws, ordinances, regulations, codes and standards and (3) Buyer shall place on the product all safety devices and warnings, and shall furnish to its buyer all operating instructions, that are necessary or desirable to prevent any death, personal injury or property damage from being caused by any use or operation of the product.

13. Resale. On any resale of the goods, Buyer shall contractually limit its buyer's rights and remedies against both Buyer and Seller to the same extent that *Paragraphs 7 and 8* above limit Buyer's rights and remedies.

14. Blanket Purchasing Agreement. If the agreement between Seller and Buyer is a blanket purchasing agreement under which Buyer will from time to time issue to Seller "releases" with respect to portions of the goods, then, except to the extent that Seller otherwise expressly agrees in writing, (1) when Buyer issues a release for any of the goods, Seller shall be permitted to ship all of those goods within 30 days after Seller receives the release, notwithstanding any contrary provision in the release, (2) any delivery dates specified in any release shall be extended automatically to the extent that Seller is not reasonably able to meet such dates and (3) Buyer shall be obligated to release the entire quantity of goods provided for in the agreement within 90 days after the date on which the agreement is formed. Seller shall be permitted to increase its prices in the event that Buyer requests shipment in more than one batch or the release extends beyond a 30 day period.

15. Intellectual Property and Confidentiality. All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Seller creates or develops in the course of Seller's design, development or manufacture of the goods or performance of the services and all drawings and specifications that Seller provides to Buyer ("Intellectual Property") shall be Seller's sole property, and Buyer assigns, and agrees to assign, to Seller all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer agrees to execute any waiver, assignment, or release requested by Seller to evidence Seller's clear title to Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about Seller's business, operations or activities, except to the extent necessary for Buyer to use the goods or services.

16. Cancellation

(a) Buyer does not have any right to cancel its agreement to buy the goods or services from Seller. If, however, Seller agrees in writing to permit cancellation, then Buyer shall immediately pay to Seller a cancellation charge in an amount equal to the purchase price (including any tooling charge) less allowances (in amounts that Seller determines) for (1) the realizable value to Seller of any standard components that Seller purchased or ordered before cancellation, (2) the realizable scrap value to Seller of the remaining material and tooling that Seller purchased, fabricated or ordered before cancellation and (3) any direct labor costs that Seller saved by reason of the cancellation.

(b) If Buyer fails to pay or perform any indebtedness or obligation that Buyer at any time owes to Seller, whether or not such goods or services are related to this contract, then Seller may consider Buyer's failure to be an anticipatory repudiation of any or all outstanding contracts that provide for Seller to sell goods or services to Buyer, and Seller may, without liability to Buyer, cancel any or all of those outstanding contracts.

17. Indemnity. Buyer shall indemnify and hold harmless Seller with respect to all damages, losses, claims, and expenses (including but not limited to consequential and incidental damages and attorney fees), that Seller incurs as a result of Buyer's breach of any of Buyer's obligations under these Terms of Sale or any claimed unfair competition or patent, trademark or copyright infringement or any other claim resulting from Seller's manufacture of the goods, or performance of the services, to Buyer's specifications.

18. Seller's Rights. Seller has all rights and remedies that applicable law gives to sellers. Seller's rights and remedies are cumulative, and Seller may exercise them from time to time. Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.

19. Time For Bringing Action. Any action that Buyer brings against Seller for breach of this Agreement or for any other claim that arises out of or relates to the goods or their design, manufacture, sale or delivery or the services must be brought within one year after the cause of action accrues or it shall be deemed waived.

20. Applicable Law. This agreement between Seller and Buyer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Either party may bring any action that arises out of or relates to this agreement only in any federal or state court in Kent County, Michigan that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

21. Complete Agreement; Amendment. The terms on Seller's quotation and acknowledgment and these standard Terms of Sale contain the entire agreement between Buyer and Seller. In the event of a conflict between a term in the quotation or acknowledgment and these standard Terms of Sale, the term in the quotation or acknowledgment shall apply. Any change in this agreement must be by a writing signed by an authorized officer of Seller.