



AGENDA

St. Clair County Board of Commissioners Ways and Means Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

April 7, 2022 at 6:00 PM

-
- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - A. Addition: Resolution 22-12 Authorized Signatory - Administrator/Controller and Deputy Administrator - FINAL ACTION
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Change to 2022 Budget - Public Guardian's Office
 - B. Prosecuting Attorney's Office - Manning Table Addition
 - C. Foreclosure Mowing Agreement - Kevin's Lawn Care and Snow Removal - FINAL ACTION
 - D. Commissioner Vandebossche District 7 American Rescue Plan Project - Generator
 - E. Commissioner Vandebossche District 7 American Rescue Plan Project - Warning Sirens
 - 8. Other Ways and Means Matters**
 - 9. Information Only**
 - 10. Receive and File Packets**
 - 11. Adjournment**

Committee Chair: David Rushing

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Addition: Resolution 22-12 Authorized Signatory - Administrator/Controller and Deputy Administrator - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
▢	Resolution 22-12 Authorized Signatory - Administrator/Controller and Deputy Administrator	4/5/2022	Cover Memo

**ST. CLAIR COUNTY BOARD OF COMMISSIONERS
RESOLUTION 22-12**

AUTHORIZED SIGNATORIES OF COUNTY OF ST. CLAIR, MICHIGAN

WHEREAS, the St. Clair County Board of Commissioners are organized and existing under the laws of the State of Michigan; and

WHEREAS, the Administrator/Controller serves as the chief administrative and financial officer of the County of St. Clair, Michigan and is the official signatory on all accounts and transactions; and

WHEREAS, the St. Clair County Board of Commissioners certify that this resolution is duly adopted at a public meeting on **April 7, 2022** at which a quorum of the public body was present; and

WHEREAS, this resolution shall remain in full effect until revoked by the public body.

NOW THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby authorize Karry A. Hepting, Administrator/Controller and in her absence, David Struck, Deputy Administrator, to legally bind the County of St. Clair, Michigan on administrative matters within the scope of their duties and responsibilities of their position; and to sign for and perform any and all responsibilities in relation to such agreement.

BE IT FURTHER RESOLVED, that this resolution supersedes and revokes all previously adopted resolutions on this subject matter and this resolution is not intended to circumvent statutory authority of elected officials.

Dated: April 7, 2022

ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

Reviewed and Approved by:

Gary A. Fletcher
County Corporation Counsel
511 Fort Street, Suite 101
Port Huron, MI 48060

Change to 2022 Budget - Public Guardian's Office

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	BOC Memo- 2022 budget change	3/21/2022	Cover Memo
📎	DBarbour Memo to Board Public Guardian On-call program March 23 2022	3/23/2022	Cover Memo
📎	Public Guardian On Call Pay 4.7.22	3/29/2022	Cover Memo



COUNTY OF ST. CLAIR

Public Guardian

Kelly Strozeski
Public Guardian

Amanda Seals
Assistant Public Guardian

Shania Cooke
Case Manager

Jocelyn Malone
Case Manager

Lindsey Harrison
Case Manager

Timothy Quirk
Case Manager

MEMO

To: St. Clair County Board of Commissioners

From: Amanda Seals, Assistant Public Guardian

Date: March 16, 2022

Re: Change to the 2022 Budget

The Office of Public Guardian has approximately 425 clients as well as new clients appointed each week by the Probate Court. As the guardian of last resort, our clients typically are very high needs and required a great deal of attention and decision making. We are required by the guardianship statute to be available 24 hours a day to make medical decisions, speak to necessary law enforcement and other various emergencies. For this reason, we have an on call phone. We have attempted to limit the calls that come in our office by only giving the number out to medical facilities (hospitals and nursing facilities), group homes (in the even there is a medical or legal emergency) and law enforcement. However, even with these limitations, the on call phone can be a daunting part of our job.

When a person is assigned the on call phone it begins Monday morning and ends the following week on Monday morning. When on call, you are expected to be able to answer and address all calls. On average, a person can expect to get between 2 and 10 calls per week night. On average, a person can expect to get between 5 and 15 calls per day on the weekend. These calls come at all hours of the day and typically come from the hospital. Many of the calls require a follow up call to determine if a person was admitted to the hospital, to plan transportation once discharged, etc. Also, there are many times that nurses and/or doctors need medical history, current behaviors or baseline characteristics. These calls take longer than a couple of minutes and again come at all hours of the day. There are also unique situations that on average happen between 1-2 times per month that require extensive conversation. This is typically where there is a death and coordination needs to occur between hospital, funeral home and notification to family. This also occurs

201 McMorran Blvd.
Room 3700,
Port Huron, MI 48060

Telephone (810) 985-2095
Fax (810) 985-2099



COUNTY OF ST. CLAIR

Public Guardian

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Public Guardian

Amanda Seals
Assistant Public Guardian

Shania Cooke
Case Manager

Jocelyn Malone
Case Manager

Lindsey Harrison
Case Manager

Timothy Quirk
Case Manager

when there is a demand for code status change or dramatic decline in condition.

The on call phone, while a part of our job, takes a significant toll on staff. Not only can the calls be stressful but the anticipation of the phone ringing is also difficult. The on call phone does interfere with our time outside of work. There have been many times that we have had to spend a significant time on the phone and not be available for our families.

Currently, the on call pay is one of your regular wage hours. This does not reflect the amount of time that we spend on the phone and therefore violates the FLSA. In order to create more standard and equitable pay for all staff taking the on call phone, a daily stipend is most appropriate. In determining the amount for the daily stipend, we considered the amount of time we average on the phone, hourly pay and the duties being performed. We understand that in order to follow the FLSA, we do need to consider times when a staff member's hours exceed the daily stipend. In that case, staff would take comp time equivalent to the hours worked after the daily stipend is paid out. In reviewing our on call logs, this would not be a regular occurrence and would only happen in extremely rare cases.

Effectively immediately, we request a daily stipend of \$55 per day for on call work. In the extremely rare event that a staff member has to work over the hours equivalent to \$55, comp time would be earned. This change would result in an increase to our 2022 of \$7,075 (current on call pay was subtracted from the total cost of \$13,860). The total cost for an entire year at this rate would be \$20,020. In order to off-set this amount and not require the County contingency fund be used, we were able to increase our revenue through court approved fiduciary fees. Currently, we are on track to collect at minimum an additional \$2,500 per month. This will result a \$30,000 increase to our incoming revenue.

At this time, we respectfully request the St. Clair County Board of Commissioners approve a change to the 2022 Office of Public Guardian budget to address the on call pay.

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COUNTY OF ST. CLAIR



MEMO

To: Board of Commissioners

From: Diane Barbour, Director of Human Resources

Date: March 23, 2022

Subject: Public Guardian On-call pay

☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES AND COLLECTIVE
BARGAINING AGREEMENT

Background:

The Public Guardian staff and the Circuit Court Administrator, Mike McMillan, is requesting pay for on-call within the Public Guardian department. The department's caseload and responsibilities have increased, and the needs of their clients occur at all hours of the day. Currently, the staff is paid for each hour of work while on-call. If work is not needed while on-call, they are paid for 1 hour at their hourly rate for being available. This is not easily tracked and measurable which could cause a violation of the Fair Labor Standards Act (FLSA). In addition, this practice is not uniform with other court departments who have on-call employees.

For these reasons, I support the request for an on-call pay program as described in Amanda Seals' letter. A daily stipend of \$55 would be given to the person on-call. Any time worked over the \$55 (hourly rate * time worked) the employee would earn compensation time for that portion. This program would put the Public Guardian staff in line with other bargaining units and resolve violation concerns of the FLSA.

Thank you,

Diane Barbour
Director-Human Resources



COUNTY OF ST. CLAIR



Office of the Administrator/Controller

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: March 29, 2022

Re: Public Guardian On Call Pay

The Public Guardian's office is requesting to add on call pay to their union contract for the employees of the Public Guardian office only. During union negotiations in 2021, these employees were added to the Circuit Court Family Division Supervisors, Family and Probate Employees union contract.

The Court Administrator has brought up at a few of the last board meetings that Probate Court and Public Guardian caseloads have been increasing over the last 2 years.

The Public Guardians office has always had an employee on call after hours who was paid an hourly rate. They are requesting a \$55 stipend to be paid to the employee who is on call each night/weekend. The cost for one employee to be on call 365 days a year will be \$21,747 including fringe benefits.

The Public Guardian's office has indicated that starting in 2022 they have been able to bring in more revenues from court approved fiduciary fees that will help offset this cost. At this time, an additional appropriation is not needed. I will continue to monitor their budget to ensure that the revenues are sufficient to cover the intended expenditures.

A Memo of Understanding with the union will be added to the existing union contract as well.

It is recommended that the Board of Commissioners approve the on call pay stipend for the Public Guardian union employees.

Prosecuting Attorney's Office - Manning Table Addition

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Prosecuting Attorney's Office - Manning Table Addition_Memo	3/29/2022	Cover Memo
📎	Prosecuting Attorney's Office - Manning Table Addition	3/29/2022	Cover Memo



PROSECUTING ATTORNEY

Stephen M. Guilliat
Chief Assistant Prosecutor

MICHAEL D. WENDLING

Memorandum

To: BOC

From: Michael Wendling

Subject: Victim Rights Investigator Position

Mona S. Armstrong
Jennifer Smith Deegan
Hilary B. Georgia
Melissa J. Keyes
Megan M. Leyva
Brianna L. Monzo
Dennis J. Rickert
Paul J. Soderberg
Joshua A. Sparling
Amy L. Stover
John R. Walke
Michelle H. Weeks
Cailin C. Wilson

Donald F. McIntye
Criminal Investigator

The St Clair County Prosecutors office is seeking the addition of a part-time investigator to work within the Victim's Rights Office to assist in the prosecution of victim centered prosecution. The investigator will assist victim advocates and attorney staff to protect the rights afforded to victims in the criminal justice system that are required under the Michigan Constitution. The representation of crime victims and protection of those most impacted by criminal violations of Michigan Law requires the prosecutor's office staff to maintain contact, document restitution owed, provide physical and emotional protection and provide justice to crime victims. The addition of a part-time investigator to the Victim's Rights Department is necessary to fulfill these responsibilities.

The position sought would include a certified (retired) police officer 28 hours per week. Compensation would be based upon the Professional Employees of the St Clair County Prosecutors Union Contract. Any additional compensation necessary in addition to the current general fund labor allocation to the prosecutor from the General Fund would be financed through grant funds from the State of Michigan and/or the victim's rights forfeiture fund. The position would be filled immediately upon BOC approval.



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: March 29, 2022
Re: Prosecuting Attorney Manning Table addition

The Prosecuting Attorney is requesting a temporary part-time Victim's Rights Investigator position until December 31, 2022. This position would work as a criminal investigator in our Victim's Rights department to assist in managing changes in the criminal process and to counter the Public Defender's office use of investigators to process domestic violence cases.

This position would cost \$39,527 including fringe benefits and would be paid from the Prosecutor's Drug Forfeiture fund, which has sufficient funds for this cost.

If this position is successful, the Prosecuting Attorney may write this position into the Crime Victim's Rights grant for FY23 which would be funded by the State of Michigan.

I recommend approval of the temporary part time Victim's Rights Investigator position to be added to the Prosecuting Attorney's manning table.

Foreclosure Mowing Agreement - Kevin's Lawn Care and Snow Removal - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Kevin's Lawn - Foreclosed Properties 2022	3/29/2022	Cover Memo
📎	Kevin's Foreclosed Mowing 2022	3/29/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- ☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS
- ☐ BIDS REQUIRED ☐ NO BIDS REQUIRED
- ☒ BIDS RECEIVED ☐ SINGLE SOURCE
- ☒ BOC POLICY COMPLIANCE ☐ CONTRACT EXTENSION
- ☐ REVIEWED BY CORP COUNSEL ☐ INCREASE WITHIN CPI-U
- ☐ VALUE LESS THAN THRESHOLD
-

VENDOR: Kevin's Lawn Care and Snow Removal

VALUE: Not to exceed \$31,000

TERM: Seasonal, 4/11/22 – 10/31/22

CONTRACT TYPE: Professional Service

SERVICE DESCRIPTION: Mowing foreclosed properties

DEPARTMENT(S): Treasurer

COMMENTS: An RFP was posted and advertised and Kevin's Lawn Care was the sole bidder at \$34.50/property. Mowing will commence the week of April 11 upon release of the final property list; the quantity of properties will decrease as they are removed by the Treasurer's office. City of Port Huron properties are to be mowed weekly. Debris and brush pick-up will be as needed and will require photos, a quote, and approval. In an effort to avoid citations it is requested that this contract be approved for final action on 4/7/22.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

ST. CLAIR COUNTY TREASURER

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: October 31, 2022

Contract – NOT TO EXCEED AMOUNT \$31,000

*Based on initial requirement from St. Clair County Treasurer.

**Not to exceed specified amount without written authorization from a St. Clair County Treasurer authorized representative.

This “Contract” is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called “County”, and the “Contractor” as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a “Party” or jointly as the “Parties”.

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	KEVIN’S LAWN CARE AND SNOW REMOVAL INC 1347 S. Range Road St. Clair, MI 48079 (herein, the “Contractor”)
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This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS



COUNTY OF ST. CLAIR



In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§ 1. **CONTRACT DOCUMENTS AND DEFINITIONS**

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor’s supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. “County” means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.



COUNTY OF ST. CLAIR



- 1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. “Contract Documents” This contract includes and full incorporates herein all of the following documents:
 - 1.6.1. Attachment I: Scope of Contractor’s Services
 - 1.6.2. Attachment II: Contractor’s Fee Schedule
 - 1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1. The effective date of this Contract shall be April 17, 2022, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the “Contract Expiration Date” shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
 - 2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.
 - 2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.
 - 2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract shall be the final signatory to this Contract.
- 2.2. Upon the expiration of this Contract the County has the option, at the County’s sole discretion, of extending this Contract on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.
- 2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.
- 2.4. This agreement may be terminated by either party upon thirty (30) days advanced written notice given to the other party.



COUNTY OF ST. CLAIR



§ 3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County on a bi-weekly basis. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____**.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.
- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.



COUNTY OF ST. CLAIR



§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.
- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
 - 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
 - 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.



COUNTY OF ST. CLAIR



5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.

5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.

5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.



COUNTY OF ST. CLAIR



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

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

6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.

6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";

"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";

"Damage Clean Up to County Property and/or Premises";

"Audit";

"Severability";

"Governing Law/Consent To Jurisdiction And Venue"; and

"Survival of Terms And Conditions".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County



COUNTY OF ST. CLAIR



shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.



COUNTY OF ST. CLAIR



- 7.10. Damage Clean Up to County Property and/or Premises.** Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information.** The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1** This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.11.2** As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12. Grant Compliance.** If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 7.13. Delegation/Subcontract/Assignment.** Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations



COUNTY OF ST. CLAIR



under the Contract not completely performed by any Contractor delegate or subcontractor.

7.13.4 Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

7.13.5 This Contract cannot be sold.

7.13.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

7.14. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.

7.15. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-



COUNTY OF ST. CLAIR



possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

- 7.18. Notices.** Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:
Kevin's Lawn Care and Snow Removal Inc.
1347 S. Range Road
St. Clair, MI 48079

7.8 9.2. If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060

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

- 7.19. Contract Modifications of Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.

- 7.20. Precedence of Documents.** In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

- 7.21. Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not



COUNTY OF ST. CLAIR



be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____ DATE: _____
Kevin Hutkowski, Owner

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



Attachment I

Scope of Services

The County of St. Clair needs Contractors to mow and maintain properties throughout the County, the majority of which were acquired through the tax-foreclosure process. This requires mowing and maintenance services, which may include the removal of trash or brush, through the end of the mowing season until the foreclosed properties are sold at the Property Tax Foreclosure Auctions in late summer and early fall. In some cases, Treasurer owned properties may not sell and be subsequently transferred to the Land Bank. A list of properties will be prepared by the Treasurer's office and will become part of this Contract as an addendum. The mowing season is expected to extend from April 11, 2022 through the foreclosure auction on or before August 31, 2022; remaining properties will need to be cut through October 31, 2022.

In general, properties owned by the Land Bank and Treasurer require regular mowing. However, in some cases properties could require brush hog and/or debris clean up services. Therefore, the County expects that more specific services would be provided on an "as requested" basis only and will require prior approval of a specific quote including photos of the condition. Photos shall be emailed to mkrolczyk@stclaircounty.org. Mowing services shall be provided on an "as needed" basis, but in normal conditions, and depending on location and weather on a **weekly rotation for the City of Port Huron only** and **every-other-week rotation for all other properties**. The various municipalities have rules and regulations for the length of grass so as to prevent fines, and the Contractor is entrusted with keeping the County from imposing fines. Mower decks should be lowered to a level (approximately 2") to ensure that the properties will not need to mowed more frequently than requested but remain within the ordinance requirements of each municipality.

The Contractor shall provide a monthly invoice listing each property and service provided to properties. St. Clair County Purchasing will provide the Contractor with a revised list on a periodic basis as properties are removed. In the event that a valid complaint is received by a neighbor, municipality, or other interested party the Contractor shall have forty-eight (48) hours to remedy the situation and submit electronic photo(s) verifying resolution of the issue.



COUNTY OF ST. CLAIR



Attachment II

Contractor's Fee Schedule

2022 Lawn Care Services – Mowing Price Sheet			
Mowing services would be provided every other week as needed/Every week as needed (City of Port Huron only). Brush hog & clean up would be performed only at the request of the County.			
Location/Type of Property	Mowing	Brush Hog	Clean up
City Lot	\$34.50 /per lot	\$62.50 /per lot	\$42.00 /per hour/per person
Rural/Land Bank Properties < 1 Acre	\$44.50 /per lot	\$72.50 /per lot	\$42.00 /per hour/per person
Rural/Land Bank Properties > 1 Acre	\$54.50 /per lot	\$82.50 /per lot	\$42.00 /per hour/per person
Harsens Island Lot*	\$100.00 /per lot	\$125.00 /per lot	\$42.00 /per hour/per person
*Pricing to include ferry fare			



Attachment III

Contractor's Insurance Requirements

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **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.
- ☒ **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of the proposed 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 for 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, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.
- ☒ **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.



COUNTY OF ST. CLAIR



- ☐ **Owners' and Contractors' Protective Liability:** The contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy (OCP) with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. The County of St. Clair shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.

If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, copies of certificates and policies as listed below:

- ☒ Certificate of Insurance for Workers' Compensation Insurance;
- ☒ Certificate of Insurance for Commercial General Liability Insurance;
- ☒ Certificate of Insurance for Vehicle Liability Insurance;
- ☐ Original policy, or binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance;
- ☐ Certified Copies of all policies mentioned above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:

Lori Parent, Risk Management Coordinator
County of St. Clair
200 Grand River Ave., Ste. 203
Port Huron, MI 48060
Phone: (810) 989-6313
Fax: (810) 985-3463



COUNTY OF ST. CLAIR



Email: lparent@stclaircounty.org

Commissioner Vandenbossche District 7 American Rescue Plan Project - Generator

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Commissioner Vandenbossche District 7 American Rescue Plan Project	3/29/2022	Cover Memo
📎	MCAFAARPA funds request	3/29/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: March 29, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner Vandebossche has requested to use \$37,150 for a generator and installation at the Marine City Fire station. This project would replace the existing generator which has aged, is having ongoing issues and it has been difficult finding parts to repair it. The generator is critical for providing emergency and community services during power outages.

The Marine City Fire Authority will provide funding for the labor and supply for demo prep work while ARPA funding would pay for the new generator and installation.

The attached documentation provides the details for this project. The funds will be distributed on a reimbursement basis when the project is completed.



MARINE CITY AREA FIRE AUTHORITY

200 South Parker Street • Marine City, Michigan 48039

810-765-8840 • Fax 810-765-5199

February 1, 2022

Commissioner Dave Vandenbossche
St. Clair County Commissioner District 7
200 Grand River Ave. Ste 203
Port Huron, MI 48060

Dear Commissioner Vandenbossche,

The Marine City Area Fire Authority would like to formally request using a portion of District 7's allotted American Rescue Plan Act of 2021 (ARPA) stimulus funds to assist in replacing the fire station's existing generator. The current station generator is aged diesel generator with ongoing issues and is becoming increasingly difficult to find parts and repairs for. This generator is crucial for the fire station to continue providing emergency and community services during power outages.

We have received a quote from Sideline Electric for the installation and new generator costs at \$37,150.00 (see attached estimate copy for details). The Fire Authority will be providing the labor and supply for the demolition prep work to the station and generator building at an estimated valued cost of \$16,000.00. This would be the Fire Authority's In-Kind donation to the project. This would bring the total estimated cost of the entire project to approximately \$53,150.00.

The following is an itemized breakdown of the estimated costs:

Fire station and generator building demo and prep work	\$16,000.00	(30%)	MCAFA In-Kind
Sideline Electric – generator unit and installation	\$37,150.00	(70%)	ARPA funds
Total estimated project cost	\$53,150.00	(100%)	

ARPA fund contribution request from St. Clair County - \$37,150.00

We would like to **Thank You** for this opportunity and offer in providing assistance for this much needed project. Please feel free to contact me for any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Slankster".

Joseph Slankster
MCAFA Fire Chief

PLEASE HELP PREVENT FIRES

SideLine Electric
7838 Marsh Rd
Cottrellville, MI 48039 US
810-765-4818
sidelineelectric@hotmail.com



ADDRESS

Marine City Area Fire Authority
200 South Parker street
Marine City, MI 48039

Estimate 1103

DATE 12/28/2021

DATE	QTY DESCRIPTION	AMOUNT
12/28/2021	To provide labor for the disconnecting of the electrical to the existing generator.	
	To provide labor and material for pouring of footing and concrete pad for a new generator.	
	To provide labor and material for the installation of a new Generac 60 kw, 120/208 volt , three phase natural gas generator to be located near existing gas meter on north side of building. Generator will be connected to existing 400 amp automatic transfer switch. Items included in new generator are block heater, battery, battery warmer, maintenance kit and five year limited warranty.	
	To provide subcontractor to gas pipe generator with new underground gas line from gas meter to generator.	
	To start up and test new generator.	
	NOTE There is a 40 plus week delivery time frame once unit has been ordered.	
	ITEMS NOT INCLUDED: Gas meter upgrade, if needed. Electrical and gas permit fees, if required.	
	MATERIAL AND LABOR:	37,150.00

PAYMENT TERMS: Payment is expected in full within thirty (30) days after completion of project. A fee of 1.5% will be applied monthly on any unpaid balance.

TOTAL \$37,150.00

Accepted By

Accepted Date

Commissioner Vandenbossche District 7 American Rescue Plan Project - Warning Sirens

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Commissioner Vandenbossche District 7 American Rescue Plan Project - Warning Sirens Memo	3/31/2022	Cover Memo
📎	Contract Approval Request - West Shore Services Comm Sirens 2022	3/31/2022	Cover Memo
📎	West Shore Services Comm Siren 2022	3/31/2022	Cover Memo
📎	RFPEM0222428	3/31/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: March 29, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner Vandebossche has requested to use \$256,266.67 for 15 warning sirens in the southern & western portions of the county. The local units have agreed to a 1/3 cost share as well as ongoing maintenance of the warning sirens. The County is using 100% of ARPA funds to pay for the siren at the Columbus County Park with Columbus Township agreeing to maintain the siren. The local municipalities will take ownership of the sirens.

St. Clair County has issued an RFP for the warning sirens and only one quote was received from West Shore Fire.

I have attached the signed agreements from the local units. I am waiting on the signed agreement from China Township and should have that for the April 21, 2022 agenda.

Warning Siren Project Quote

Municipality Name	Cost each	# of Sirens	Total Cost	Municipality		Total Cost
				Cost Share	ARPA Funds	
				1/3	2/3	
Casco Twp	24,800.00	2	49,600.00	16,533.33	33,066.67	49,600.00
China Twp	24,800.00	4	99,200.00	33,066.67	66,133.33	99,200.00
Clay Twp/Harsens Island	24,800.00	6	148,800.00	49,600.00	99,200.00	148,800.00
Columbus Twp-County Park	24,800.00	1	24,800.00	-	24,800.00	24,800.00
Cottrellville Twp	24,800.00	2	49,600.00	16,533.33	33,066.67	49,600.00
					<u>256,266.67</u>	<u>372,000.00</u>

LETTER OF COMMITMENT
Cost-Share Agreement for Warning Siren Project
American Rescue Plan Act Funding

St. Clair County has received funding through the American Rescue Plan Act (ARPA) and has allocated funds to each of the 7 commissioner districts.

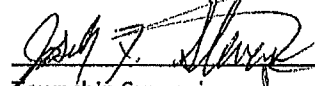
St. Clair County has issued a request for proposal to solicit bids for the installation of warning sirens in several of the Townships.

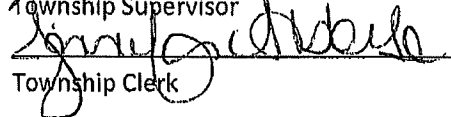
For Casco Township, we are purchasing 2 warning sirens at a total cost of \$49,600. Casco Township will be required to reimburse St. Clair County for 1/3 of the cost of the sirens in the amount of \$16,533.33. The remaining 2/3 share will be paid from the ARPA funds.

The maintenance expenses for these warning sirens will be the responsibility of Casco Township.

If your municipality agrees to the cost share of 1/3 as well as maintaining the warning sirens once installed, please sign below and return to St. Clair County.

For Casco Township:



Township Supervisor


Township Clerk

Date: March 9, 2022

Date: 3/9/22

For St. Clair County:

Date: _____

Karry Hepting, Administrator/Controller

LETTER OF COMMITMENT
Cost-Share Agreement for Warning Siren Project
American Rescue Plan Act Funding

St. Clair County has received funding through the American Rescue Plan Act (ARPA) and has allocated funds to each of the 7 commissioner districts.

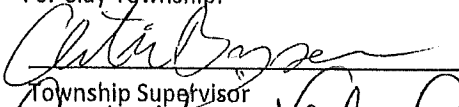
St. Clair County has issued a request for proposal to solicit bids for the installation of warning sirens in several of the Townships.

For Clay Township/Harsens Island, we are purchasing 6 warning sirens at a total cost of \$148,800. Clay Township will be required to reimburse St. Clair County for 1/3 of the cost of the sirens in the amount of \$49,600. The remaining 2/3 share will be paid from the ARPA funds.

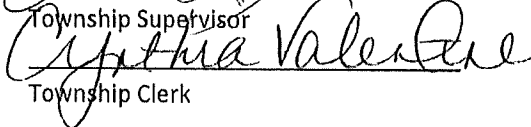
The maintenance expenses for these warning sirens will be the responsibility of Clay Township.

If your municipality agrees to the cost share of 1/3 as well as maintaining the warning sirens once installed, please sign below and return to St. Clair County.

For Clay Township:


Township Supervisor

Date: 3-21-22


Township Clerk

Date: 3.21.22

For St. Clair County:

Date: _____

Karry Hepting, Administrator/Controller

LETTER OF COMMITMENT
Cost-Share Agreement for Warning Siren Project
American Rescue Plan Act Funding

St. Clair County has received funding through the American Rescue Plan Act (ARPA) and has allocated funds to each of the 7 commissioner districts.

St. Clair County has issued a request for proposal to solicit bids for the installation of warning sirens in several of the Townships.

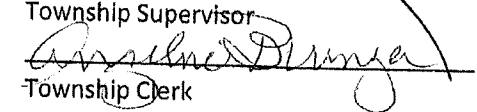
For Columbus Township, we are purchasing 1 warning siren to be located at Columbus County Park at a total cost of \$24,800. This will be paid from the ARPA funds.

The maintenance expenses for these warning sirens will be the responsibility of Columbus Township.

If your municipality agrees to maintain the warning sirens once installed, please sign below and return to St. Clair County.

For Columbus Township:



Township Supervisor


Township Clerk

Date: 3-8-2022

Date: 3-8-22

For St. Clair County:

Date: _____

Karry Hepting, Administrator/Controller

Kielman Motion To APPROVE Dodgek support
Christy (X) Biringer (X) Duncan (X) Dodgek (X)
Kielman (X)

LETTER OF COMMITMENT
Cost-Share Agreement for Warning Siren Project
American Rescue Plan Act Funding

St. Clair County has received funding through the American Rescue Plan Act (ARPA) and has allocated funds to each of the seven commissioner districts.

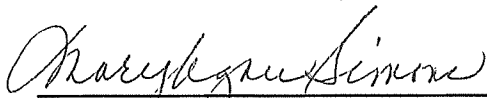
St Clair County has issued a Request for Proposal to solicit bids for the installation of warning sirens in several of the Townships.

For Cottrellville Township, we are purchasing two warning sirens at a total cost of \$49,600. Cottrellville Township will be required to reimburse St.Clair County for 1/3 of the cost of the sirens in the amount of \$16,533.33. The remaining 2/3 share will be paid from ARPA Funds.

The maintenance expenses for these warning sirens will be the responsibility of Cottrellville Township.

If your Municipality agrees to the cost share of 1/3 as well as maintaining the warning sirens once installed, please sign below and return to St. Clair County.

For Cottrellville Township:



Mary Agnes Simons, Cottrellville Township Supervisor

Date: March 24th, 2022



Cheri Quinn, Cottrellville Township Clerk

Date: March 24th, 2022

For St. Clair County:

Karry Hepting, St. Clair County Administrator / Controller

Date: _____

LETTER OF COMMITMENT
Cost-Share Agreement for Warning Siren Project
American Rescue Plan Act Funding

St. Clair County has received funding through the American Rescue Plan Act (ARPA) and has allocated funds to each of the 7 commissioner districts.

St. Clair County has issued a request for proposal to solicit bids for the installation of warning sirens in several of the Townships.

For China Township, we are purchasing 4 warning sirens at a total cost of \$99,200. China Township will be required to reimburse St. Clair County for 1/3 of the cost of the sirens in the amount of \$33,066.67. The remaining 2/3 share will be paid from the ARPA funds.

The maintenance expenses for these warning sirens will be the responsibility of China Township.

If your municipality agrees to the cost share of 1/3 as well as maintaining the warning sirens once installed, please sign below and return to St. Clair County.

For China Township:

_____	Date: _____
Township Supervisor	
_____	Date: _____
Township Clerk	

For St. Clair County:

_____	Date: _____
-------	-------------

Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- | | | |
|--|--|--|
| ☒ NEW CONTRACT | ☐ CONTRACT RENEWAL | ☐ CONSOLIDATION OF EXISTING CONTRACTS |
| ☒ BIDS REQUIRED | ☐ NO BIDS REQUIRED | |
| ☒ BIDS RECEIVED | ☐ SINGLE SOURCE | |
| ☒ BOC POLICY COMPLIANCE | ☐ CONTRACT EXTENSION | |
| ☒ REVIEWED BY CORP COUNSEL | ☐ INCREASE WITHIN CPI-U | |
| | ☐ VALUE LESS THAN THRESHOLD | |

VENDOR: West Shore Services, Inc.

VALUE: \$372,000

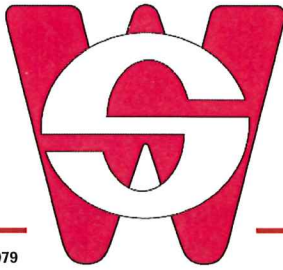
TERM: One time purchase

CONTRACT TYPE: Purchase Agreement

SERVICE DESCRIPTION: Community siren upgrade

DEPARTMENT(S): Emergency Management, local townships of Casco, China, Clay/Harsen's Island, Cottrelville

COMMENTS: This proposal is for furnishing, delivering, and installing (15) additional community warning sirens. Formal request for proposal RFP-EM-0222-428 was posted to MITN. 19 vendors downloaded the bidding documents and West Shore Services, Inc. submitted the only bid.



Est. 1979

West Shore Services, Inc.

Jeff DuPilka - President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

February 17, 2022

St Clair County - Purchasing Division
200 Grand River
Suite 203
Port Huron, MI 48060

RE: Price Proposal - Response to RFP-EM-0222-428

Thank you for the opportunity to provide a proposal in response to RFP-EM-0222-428 to provide and install fifteen (15) new Federal Signal outdoor warning sirens to be installed in the communities identified below.

SPECIFICATIONS FOR NEW COMMUNITY SIRENS:

The siren we recommend is the Federal Signal Equinox, which has a lower output frequency of 500 Hz, with a DCFCTBDH two-way digital control for digital monitoring and RF activation. This control is capable of FSK and DTMF for activation by both the Federal Commander PC based platform and Federal Commander One Cloud based platforms.

The customer shall provide electrical power to the pole mounted disconnect, either underground or overhead. Sirens can operate on both AC and DC power. The AC operation with battery backup allows the siren(s) to operate from a 220/240 VAC power source without the use of the batteries. During a power failure, an automatic switch-over to battery operation occurs to maintain the siren's normal operation.

Our proposal includes the cost to furnish, deliver and install a new Federal Signal Equinox siren including two-way digital status monitoring, installation on a 50' class II wood pole and service entrance for an overhead or underground connection from an existing utility power pole or other power source and meets all remaining requirements as outlined in RFP-EM-0222-428.

PRICING PER COMMUNITY/QUANTITY BREAKDOWN:

Casco Township - \$24,800.00 each x 2 sites = \$49,600.00
China Township - \$24,800.00 each x 5 sites = \$124,000.00
Clay Township/Harsen's Island - \$24,800.00 each x 6 sites = \$148,800.00
Cottrellville Township - \$24,800.00 each x 2 sites = \$49,600.00

Project Total: \$372,000.00

This price includes installation, optimization and programming as well as the additional control point work necessary to add these sirens to the existing St. Clair County system.

All pricing will remain firm for ninety (90) days.



DELIVERY:

Delivery, packing, crating and installation are included in the above prices.

INSTALLATION:

Our bid includes turn-key installation of the new sirens and integration into the current St Clair County system. All items will be shipped to West Shore Services (WSS) build yard in Allendale, MI. No items will be drop shipped to the County. WSS will provide complete installation. The work site will be maintained in a clean and safe manner during installation. WSS will remove all shipping containers and packaging. All installations will be scheduled through Robert Carrier.

POWER REQUIREMENTS:

The power requirements for the Federal Signal Equinox AC/DC are: single phase 120–240 volt AC. If the unit is operating from AC power, the draw will be approximately 30 amps. During the rest of the time when the unit is not operating it will require 4-6 amps max to run the battery chargers and radio.

WARRANTY:

Federal Signal warranty includes two (2) years for parts, factory labor and field repair replacements. See attached for details.

West Shore Services warrants its installation process for a period of five (5) years for defects in installation materials and workmanship.

ESTIMATED PROJECT SCHEDULE:

From receipt date of purchase order, delivery of the equipment to our Allendale facility is approximately 60-90 days.

Installation to occur within 30-45 days from receipt of equipment.

Final site optimizations and control point optimization to occur 15-30 days after final electrical connections are verified.

TERMS:

Payment terms are Net 30 days after the installation of the remote siren sites are completed. Invoices will be forwarded as each community's installations are completed. West Shore Services is not responsible for delays in final electrical connections to the remote siren sites as that is beyond our control.

INSURANCE:

An Acord form outlining coverage with St. Clair County as additional insured is attached.

ATTACHMENTS:

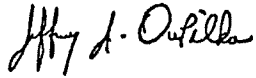
You will also find the following documents as requested in your RFP:

- Proposal Exceptions
- Customer References
- Product Cut Sheets
- UL Certificate
- Factory Certification
- Factory Training Certificates
- Warranty Certificate
- Certificate of Insurance
- Signed Addendum 1
- Proposal Forms

If you have any questions or need any additional information, please feel free to contact me personally. I can be reached at the office at (616) 895-4347 ext. 112 or on my cell phone at (616) 291-0769.

Thank you again for the opportunity to work on your community alert/notification needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey D. DuPilka". The signature is written in a cursive, flowing style.

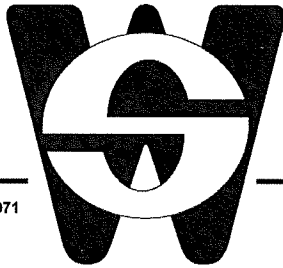
Jeffrey DuPilka
President

JJD/sd

PROPOSAL EXCEPTIONS:

This is a complete turnkey project with the following exceptions:

- West Shore Services will work with the customer and the local electrical supplier to determine if the proper power is available at the chosen siren location.
- As per power Company guidelines, customer is responsible for coordination of power hook up after the siren is installed.
- Any necessary Road Permits to be obtained by the customer (West Shore Services will assist as necessary).
- An allowance of \$50.00 per site for electrical permits if required is included, costs exceeding \$50.00 will be charged back to the project as an extra charge.
- WSS is not responsible for rock drilling or differing site conditions, if discovered extra charges may apply.
- Attached Sales Agreement Terms and Conditions apply.



Est. 1971

West Shore Services, Inc.

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

Phone: 616-895-4347 Fax: 616-895-7158

SALES AGREEMENT

Agreement. This agreement (the "Agreement") between West Shore Services, Inc. ("WSS") and Buyer for the sale of the products and services described in WSS's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between WSS and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of WSS and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by WSS or upon WSS's written consent. WSS objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to WSS unless specifically agreed to by WSS in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant, or explain this Agreement, shall not be binding on WSS. This Agreement shall be for the benefit of WSS and Buyer only and not for the benefit of any other person.

Termination. This Agreement may be terminated only upon WSS's written consent. IF WSS shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by WSS, shall pay termination charges based upon expenses and costs incurred in the assembly of its products on in the performance of the services to the date such termination is accepted by WSS including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, WSS shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

Price/Shipping/Payment. Depending on product purchased, prices are F.O.B. UNIVERSITY PARK, IL and/or ALLENDALE, MI. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of WSS, and Buyer shall pay for each such shipment separately. WSS may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. WSS will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by WSS are due 30 days from date of invoice, except that payment terms for turn-key sales of products and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by WSS to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

Hold Harmless. Buyer, shall hold WSS harmless from and shall indemnify WSS against any claim, liability, loss or damage, including the attendant costs of litigation, arising out of or directly related to any contract entered into with a customer of the Buyer or potential customer, provided expressly that the claim, liability, loss or damage is caused by or directly related to: (i) the use of the Products; (ii) the Services provided by the Buyer; (iii) any act or omission of the Buyer related to any claim of infringement of any intellectual property rights of third parties; and (iv) for any violation by the Buyer of any laws or applicable regulations governing the use or sale of the Products or Services of the Buyer, which is brought against WSS relating to the activities of WSS contemplated by this Agreement. This provision shall apply ONLY if Buyer is notified of such matter described herein by the WSS within five (5) business days of WSS's notice of such matter, regardless of form of notice or knowledge. Buyer reserves all rights to directly defend itself in any such proceedings, and shall have the absolute right to direct the defense of WSS with respect thereto.

WSS shall hold the Buyer harmless and shall save, defend and indemnify the Buyer against any and all claims, demands, liabilities, suits and other proceedings, including any resulting costs of defense and damages, which arise out of or occur as a result from the conduct of WSS, including, but not limited to, misrepresentations regarding the Products or Services provided by WSS, breach of contract, breach of his duties hereunder and engaging in misleading or deceptive sales practices. WSS shall have the absolute right to direct and control its defense of any such matter arising as a result of the same.

Taxes. Price quotes by WSS do not include taxes. Buyer shall pay WSS, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by WSS from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to WSS before the date of the invoice.

Delivery. Although WSS shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by WSS of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

Returns. Buyer may return shipped product to WSS only upon WSS's prior written consent (such consent to be in the sole discretion of WSS) and upon terms specified by WSS, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by WSS. Agents of WSS are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in WSS's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by WSS within 30 days of Buyer's receipt of the product or WSS's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

Limited Warranty. WSS warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from the delivery to Buyer (one-year for informers and all software products, five years of 2001 & ECLIPSE Series siren head). During this warranty WSS will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. WSS will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other WSS's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, not to units with problems due to service or modification by other than a WSS warranty service center. WSS will provide on-site warranty service during the first 60 days after the completion of the installation when WSS has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL WSS BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL WSS'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR OF CONNECTED WITH THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

Patents. WSS shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person or infringement of any United States Patent by product manufactured by WSS, but if Buyer furnished product of system design specifications to WSS, Buyer shall hold WSS harmless against any infringement claim consisting of the use of product manufactured by WSS in accordance with Buyer's products or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by WSS is held to infringe any patent and its use is enjoined by any competent court of law, WSS, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product, either by suspension of the injunction, by securing for Buyer, a license or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. WSS makes no warranty that its product will be delivered free of a valid claim by a third person of infringement of the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without WSS's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Installation. Installation shall be by Buyer unless otherwise specifically agreed to in writing by WSS.

Governing Law and Limitations. This Agreement shall be governed by the laws of the State of Michigan. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state of federal courts in Kent or Ottawa County, Michigan. Whenever a term defined by the Uniform Commercial Code as adopted in Michigan is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action had accrued.

Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation to work from and to store equipment overnight.

Installation Methods & Materials. Installation is based on methods and specifications designed and intended by WSS to meet or exceed all national, state, and local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

Radio Frequency Interference. WSS is not responsible for RF transmission and reception affected by system interference beyond its control.

Installation Site Approval. Buyer must provide signed documentation to WSS such as the "WARNING SITE SURVEY" or a document with the equivalent information, that WSS is authorized to commence installation at the site designated by Buyer before WSS will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by WSS for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by WSS. All indoor installations assume AC power is available with 10 feet of the installation location.

Permits & Easements. Unless specifically quoted, buyer is responsible for obtaining all required easements and/or permits, along with any fees required for installation.

Soil Conditions Clause. In the event of poor site conditions including but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet manufacturers specifications, WSS will direct installation crews to attempt pole installation for a maximum of two (2) hours. Buyer approval will be sought when pole installation exceeds two (2) hours and WSS cannot obtain approval in a timely manner to proceed with extra work.

Contaminated Sites. WSS is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. WSS will not knowingly approve installation at any site containing contaminants. Buyer must inform WSS when known or suspected soil contaminants exist at any intended installation site.

Site Cleanup. Basic installation site cleanup include installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

Safety Requirements & Compliance. WSS requires that all employees and subcontractors follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of WSS equipment. Additional safety compliance requirements by Buyer, such as, but not limited to, additional training or testing, may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

Project Delays. WSS shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of WSS, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond WSS's reasonable control, whether similar or dissimilar to the foregoing.

Notice

Basic Information

Reference Number	0000279050
Issuing Organization	County of St. Clair
Owner Organization	Emergency Management
Solicitation Type	CSP - Competitive Sealed Proposal (Formal)
Solicitation Number	RFP-EM-0222-428
Title	Outdoor Warning Siren System Additions
Source ID	PU.AG.USA.1315.C6047051
Piggyback Solicitation	No

Details

Location	St. Clair County, Michigan
Delivery Point	St. Clair County, Michigan
Purchase Type	One Time Only
Description	The County of St. Clair is seeking proposals for purchase and installation of (15) new Community Outdoor Warning sirens with battery backup.

Dates

Publication	02/03/2022 10:48 AM EST
Question Acceptance Deadline	02/11/2022 12:00 PM EST
Questions are submitted online	No
Closing Date	02/18/2022 12:00 PM EST

Contact Information

Melissa Krolczyk
810-989-6375
mkrolczyk@stclaircounty.org

Bid Result Publication Revision

Publication Type

Bid Results

West Shore Services, Inc.

Organization Name

West Shore Services, Inc.

Bid Amount

\$372,000.00

Address

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Allendale Michigan
49401 United States