

Regular Session of the Board of County Road Commissioners for the County of St. Joseph, State of Michigan, was held in the Board Room at the St. Joseph County Road Commission, 20914 M-86, Centreville, Michigan at 5:00 p.m.

The pledge of allegiance to the American Flag was given.

Present: Chairman Dave Allen, Vice Chairman Eric Shafer, Commissioner John Bippus, Commissioner Vince Mifsud, Commissioner Rodney Chupp, Clerk Julie Mayuiers

Staff Members Present: John Lindsey, Managing Director
Garrett Myland, Project Engineer/Assistant Manage

Guests: Robert Tomlinson, TR Commercial News
Elena Meadows, Sturgis Journal
Jack Cole, Three Rivers

Motion by Commissioner Chupp seconded by Commissioner Mifsud to approve the agenda. Motion carried.

Motion by Vice Chairman Shafer seconded by Commissioner Bippus to approve the Consent Agenda with the minutes of February 19 Work Session as presented. Motion carried.

RESOLUTION

Motion by Vice Chairman Shafer seconded by Commissioner Bippus that the following resolution be adopted.

WHEREAS, the Board of County Road Commissioners of the County of St. Joseph at the meeting held on March 4, 2020, the following resolution was proposed and approved by the board:

WHEREAS, Nathan J. Taylor, Director of Shop of St. Joseph County Road Commission is to be issued a business credit card and authorized signer on such business expense credit card with Century Bank and Trust on behalf of the St. Joseph County Road Commission; and

WHEREAS, that the total credit limit to be \$10,000.00 on the business credit card, and,

THEREFORE BE IT RESOLVED, That the St. Joseph County Board of County Road Commission is in full support of this business credit card for Nathan J. Taylor.

A roll call vote was taken:

Aye votes cast: Bippus, Chupp, Mifsud, Shafer, Allen Naves: None
Absent: None Abstained: None Motion carried. Resolution adopted.

I, Julie A. Mayuiers, Clerk of the Board of County Road Commissioners of the County of St. Joseph, State of Michigan, hereby certify that the above is a true and correct copy as recorded in the minutes of the meeting of March 4, 2020.

Julie A. Mayuiers

Julie A. Mayuiers
Clerk of the Board

CERTIFIED MOTION

Motion by Commissioner Bippus seconded by Commissioner Chupp to purchase through Krenn Timber Bridge Inc, one (1) Copper Naphthenate Treated Douglas Fir Superstructure with hardware for the replacement of the superstructure of the bridge crossing at Dubey Falls on Coon Hollow Road, for the price of \$59,756.00 (Fifty-Nine Thousand Seven Hundred and Fifty-Six and 00/00 dollars).

Roll Call Vote Ayes: Chupp, Mifsud, Shafer, Bippus, Allen
Absent: None

Abstained: None

Nays: None
Motion carried.

I, Julie A. Mayuiers, Clerk of the Board of County Road Commissioners of the County of St. Joseph, do hereby certify that the above is a true and correct copy as recorded in the minutes of the meeting of March 4, 2020.

Julie A. Mayuiers

Julie A. Mayuiers
Clerk of the Board

CERTIFIED RESOLUTION

Motion by Vice Chairman Shafer seconded by Commissioner Mifsud that Chairman David H. Allen, Vice-Chairman, Vice Chairman Eric B. Shafer, Commissioner John W. Bippus, Commissioner Rodney D. Chupp, and Commissioner Vincent J. Mifsud all the St. Joseph County Road Commission, are authorized to sign the contracts regarding the project for Job Number: 207258CON/Control Section HRR 78000/MDOT Contract #20-5078:

Roundabout construction work along Farrand Road at Colon Road; including earth excavation, hot mix asphalt resurfacing, concrete curb and gutter, clearing, permanent signing, and pavement marking work; and all together with necessary related work.

A roll call vote was taken:

Aye votes cast: Mifsud, Shafer, Bippus, Allen
Abstained: None

Absent: None

Nayes: Chupp
Motion carried.

I, Julie A. Mayuiers, Clerk of the Board of County Road Commission of the County of St. Joseph, State of Michigan, hereby certify that the above is a true and correct copy as recorded in the minutes of the meeting of March 4, 2020.

Julie A. Mayuiers

Julie A. Mayuiers
Clerk of the Board

HSIP

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Control Section	HRRR 78000
Job Number	207258CON
Project	20A0(473)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5078

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF ST. JOSEPH, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in St. Joseph County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 13, 2020, attached hereto and made a part hereof:

Roundabout construction work along Farrand Road at Colon Road; including earth excavation, hot mix asphalt resurfacing, concrete curb and gutter, clearing, permanent signing, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$292,500, or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 09/06/90 STPLS.FOR 2/13/20

324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

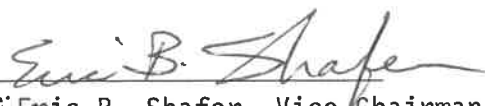
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

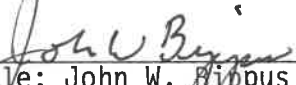
19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

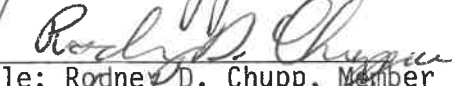
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

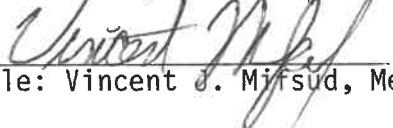
BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH

By 
Title: David H. Allen, Chairman

By 
Title: Eric B. Shafer, Vice Chairman

By 
Title: John W. Bippus, Member

By 
Title: Rodney D. Chupp, Member

By 
Title: Vincent J. Mifsud, Member

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By 
Department Director MDOT
Bradley C. Wieferich



CERTIFIED RESOLUTION

Motion by Vice Chairman Shafer seconded by Commissioner Mifsud that Chairman David H. Allen, Vice-Chairman, Vice Chairman Eric B. Shafer, Commissioner John W. Bippus, Commissioner Rodney D. Chupp, and Commissioner Vincent J. Mifsud all the St. Joseph County Road Commission, are authorized to sign the contracts regarding the project for Job Number: 207258CON/Control Section HRR 78000/MDOT Contract #20-5078:

Roundabout construction work along Farrand Road at Colon Road; including earth excavation, hot mix asphalt resurfacing, concrete curb and gutter, clearing, permanent signing, and pavement marking work; and all together with necessary related work.

A roll call vote was taken:

Aye votes cast: Mifsud, Shafer, Bippus, Allen
Abstained: None

Absent: None

Nayes: Chupp
Motion carried.

I, Julie A. Mayuiers, Clerk of the Board of County Road Commission of the County of St. Joseph, State of Michigan, hereby certify that the above is a true and correct copy as recorded in the minutes of the meeting of March 4, 2020.

Julie A. Mayuiers

Julie A. Mayuiers
Clerk of the Board

Commissioners Comments:

Chupp: Appreciates the road policy that is being prepared. Important to have so we are not viewed as part of a group to stand in the way of new development. This could help us with economic growth. We have a lot of work lined up for the summer.

Mifsud: Asked what the guidelines for campaign signs along the road is. 33' from the center if the ROW and they should be placed outside of the ROW.

Bippus, Shafer and Allen: Nothing tonight.

Managing Director John Lindsey requested that the Board go into Closed Session to discuss the SEIU Union Contract which is currently in negotiations. He requested that Clerk Mayuiers and PE/Assistant Manager Garrett Myland be included in Closed Session. Motion by Commissioner Bippus seconded by Vice Chairman Shafer to move to Closed Session for the reason given by Manager Lindsey. Motion carried.

Board came out of Closed Session at 6:34 pm.
Meeting adjourned at 6:35 pm

David H. Allen, Chairman

Julie Mayuiers, Clerk of the Board
