

**CITY OF ST. JOHNS, MICHIGAN  
REQUEST FOR COMMISSION ACTION  
January 22, 2024**

<b>Department: Assessing</b>	<b>Attachments:</b>
<b>Subject:</b> <i>Board of Review – Alternate Start Date</i> <i>Board of Review – Approving taxpayer letter protests</i> <i>Board of Review – 2024 Poverty Exemption Guidelines</i>	[ X ] RESOLUTION #2-2024 [ X ] RESOLUTION #3-2024 [ X ] RESOLUTION #1-2024 [ X ] Bulletin 18 of 2023 - Procedural Changes for 2024
<b>Prepared by: B Hardaker, City Assessor</b>	<b>Approved by: Chad A. Gamble, P.E. City Manager</b>

**SUMMARY/HIGHLIGHT:** MCL 211.7u - Local governing bodies are required to adopt guidelines (yearly) that set income (and asset test) levels for their poverty exemption guidelines. The City of St. Johns guidelines are based on Bulletin 18 of 2023 - Procedural Changes for 2024. The bulletins are attached for additional information.

The State Tax Commission also requires resolutions to be adopted in order for the allowance of alternate start dates for Board of Review (BOR) meetings as well as allowing taxpayers to protest values by letter.

**BACKGROUND/DISCUSSION:** If the resolutions are not passed, our BOR has no authority to approve or deny poverty exemption requests for 2024, have BOR meetings held on other dates than the STC requires, or hear/read property value appeals by letter.

**STRATEGIC PLAN OBJECTIVE:** N/A

**FISCAL IMPACT:** The City of St. Johns BOR does receive payment for each BOR meeting. They are currently paid in a lump sum of \$150.00 for the March, July, and December meeting and these are budgeted in our fiscal year budget.

**RECOMMENDATION:** City staff recommends City Commission approve all three resolutions in order to comply with state guidelines to; adopt poverty exemption guidelines, approve an alternate meeting dates and to permit taxpayers to protest values via letter.



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

GRETCHEN WHITMER  
GOVERNOR

RACHAEL EUBANKS  
STATE TREASURER

**Bulletin 18 of 2023**  
**November 14, 2023**  
**Procedural Changes for 2024**

**TO:** Assessing Officers and County Equalization Directors  
**FROM:** Michigan State Tax Commission  
**SUBJECT:** Procedural Changes for the 2024 Assessment Year

The purpose of this Bulletin is to provide information on statutory changes, procedural changes and reminders for the 2024 assessment year. Additional guidance may be issued later if any pending legislation is enacted by the end of the year.

### **A. Inflation Rate Used in the 2024 Capped Value Formula**

The inflation rate, expressed as a multiplier, to be used in the 2024 Capped Value Formula is 1.05.

The 2024 Capped Value Formula is as follows:

$$\mathbf{2024\ CAPPED\ VALUE = (2023\ Taxable\ Value - LOSSES) \times 1.05 + ADDITIONS}$$

The formula includes 1.05 because the inflation rate multiplier of 1.051 is higher than 1.05.

### **B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2024**

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons shall not be set lower than \$24,860 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than \$24,860. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2024 assessments:

<b>Size of Family Unit</b>	<b>Poverty Guidelines</b>
1	\$14,580
2	\$19,720
3	\$24,860

<b>Size of Family Unit</b>	<b>Poverty Guidelines</b>
4	\$30,000
5	\$35,140
6	\$40,280
7	\$45,420
8	\$50,560
For each additional person	\$5,140

**Note:** MCL 211.7u states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. Please see STC Bulletin 3 of 2021 for more information on poverty exemptions.

**Note:** MCL 211.7u allows an affidavit (Treasury Form 4988) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This includes the owner of the property who is filing for the exemption.

### **C. Sales Studies**

Equalization study dates are as follows for 2024 equalization:

- Two Year Study: April 1, two years prior through March 31, current year
- Single Year Study: October 1, preceding year through September 30, current year

For 2023 studies for 2024 equalization the dates are as follows:

- Two Year Study: April 1, 2021 through March 31, 2023
- Single Year Study: October 1, 2022 through September 30, 2023

Note that the time period revisions apply to all equalization studies, that is: sales ratio studies, land value studies and economic condition factor studies for appraisals. Also note that the revised time period for two-year studies applies to all real property classifications.

### **D. Property Classification**

The State Tax Commission reminds assessors that classification is to be determined annually and is based upon the current use of the property **and not** highest and best use of the property. The Commission is aware that some assessors are still classifying property according to highest and best use and/or are not classifying property on an annual basis. The Commission asks that all assessors take the necessary steps to ensure that all real and personal property is properly classified according to MCL 211.34c.

## **E. Public Act 660 of 2018 Training Requirements**

### **Required Training: Assessors and Support Staff**

PA 660 states that local units must ensure that support staff is sufficiently trained to respond to taxpayer inquiries. PA 660 also states that local units must require that assessors maintain their certification levels. Support staff is all non-certified staff that are involved in the development of the assessment roll, including field work, and any individual that may supply information from the assessment roll to the public. Certified staff members are required to meet annual continuing education requirements.

The State Tax Commission adopted the following requirements for support staff training at the October 20, 2020 meeting:

1. **Certified Support Staff:** Support staff who are certified will be required to complete their annual continuing education requirements to satisfy this audit requirement. Proof of completion and the required Form 5730 should be attached to the Assessor's Certification of the Assessment Roll and maintained with local unit records.
2. **Uncertified Support Staff:** Beginning in 2022, uncertified support staff will be required to complete training at least once every two years on key updates to assessing to meet this audit requirement. Proof of completion and the required Form 5730 should be attached to the Assessor's Certification of the Assessment Roll and maintained with local unit records.

### **Required Training: Board of Review members**

PA 660 states that local units **must require** that its board of review members receive board of review training and updates required and approved by the State Tax Commission. Checking to ensure that board of review members are trained is now required as part of the audit of the local unit starting in 2023.

The State Tax Commission has determined that beginning in 2022, Board of Review members will be required to complete Board of Review training at least once every two years to meet this audit requirement.

This training will be offered by the State Tax Commission, or by outside organizations with State Tax Commission approval and use of State Tax Commission approved materials. Proof of completion and the required Form 5731 should be attached to the Board of Review's Certification of the Assessment Roll and maintained with local unit records. Board of Review members will need to make sure they receive proof of completion and that it is provided to the local unit so it can be properly maintained and provided during the audit.

## F. Tax Tribunal Reminders

The Tax Tribunal Rules were updated on September 29, 2023. Summaries of the changes are in the Tribunal's November 3, 2022 and October 10, 2023 newsletters.

Assessors representing their local unit in Tax Tribunal hearings need to submit evidence to support the value of the property under appeal. If the assessor is relying on the property record card as evidence of value, the property record card must be for the year(s) being appealed. The complete property record card, including all calculations should be provided; do not submit a property record card that states "calculations too long" and then fail to include the additional calculations. Also, it is important to submit the studies prepared that support the economic condition factor and land value on the record card. Assessors should also be able to explain at the Tax Tribunal hearing how the value shown on the property record card was calculated.

The Tax Tribunal asks that assessors include copies of the adopted local unit poverty guidelines/resolutions, Economic Condition Factor studies, and land values studies (when applicable) when submitting documents for Small Claims hearings.

Assessors are also reminded that any change in contact information, including a change in email address, must be submitted to the Tax Tribunal to ensure that all case notifications are received.

More information regarding the Michigan Tax Tribunal, including Tribunal Rules, forms and instructions is available at [www.michigan.gov/taxtribunal](http://www.michigan.gov/taxtribunal).

## G. Disabled Veterans Exemption Changes

Public Acts 150, 151, and 152 of 2023 were signed by the Governor on October 19, 2023. The Acts remove the authority of the Boards of Review to review and approve disabled veterans exemptions. All applications for a disabled veterans exemption are to be reviewed and approved or denied by the assessor. **Assessors should not take 2024 disabled veterans exemption applications to the Board of Review.**

A disabled veteran or an unremarried surviving spouse must file the application to claim the exemption for 2024 after January 1 and before December 31. Assessors should timely review the applications and approve the exemption or issue a written denial.

The July and December Board of Review can hear an appeal by an unremarried surviving spouse of a denial of the exemption **for 2023 only** if there was a denial issued by the 2023 March, July, or December Board of Review.

Under MCL 211.7c, a disabled veterans exemption granted as to taxes levied on or after January 1, 2025 remains in effect, without subsequent reapplication, until rescinded by the disabled veteran or unremarried surviving spouse or denied by the assessor. Disabled veterans or unremarried surviving spouses will need to file an application in both 2024 and 2025 to claim the exemption for those tax years.

See Bulletin 19 of 2023 and the Disabled Veterans Exemption Q&A for more information.

## **H. Qualified Heavy Equipment Rental Personal Property Exemption**

MCL 211.9p provides an exemption for qualified heavy equipment rental personal property beginning December 31, 2022. This exemption is not mandatory and may be claimed at the option of the qualified renter. Once qualified for the QHERPP exemption under MCL 211.9p, qualifying personal property will be exempt from ad valorem taxes and instead pay the specific tax as provided by Public Act 35 of 2022 (MCL 211.1121 - 211.1133).

**Qualified heavy equipment rental personal property** (QHERPP) is defined in MCL 211.9p(8)(f) as any construction, earthmoving, or industrial equipment that is mobile and rented to customers by a qualified renter, including attachments or other ancillary equipment for that equipment. Qualified heavy equipment rental personal property does not include handheld tools or equipment solely designed for industry-specific uses in oil and gas exploration, mining, or forestry.

The exemption must be claimed annually with the assessor by February 20 (postmark is acceptable) by filing Form 5819 *Qualified Heavy Equipment Rental Personal Property Exemption Claim* and a statement prescribed by the Department of Treasury of all QHERPP located at and/or rented from the qualified renter business location. If the statement is not delivered to the assessor by February 20, a late application can be filed directly with the March Board of Review where the qualified renter business is located.

Assessors are statutorily required to transmit the information contained in the statement and any other required parcel information to the Department of Treasury no later than April 1 each year. The information must be submitted electronically by emailing to [Treas-QHERPP@michigan.gov](mailto:Treas-QHERPP@michigan.gov)

More information is available in Bulletin 18 of 2022.

## **I. Small Business Taxpayer Personal Property Tax Exemption**

Public Act 150 of 2021 was signed by the Governor on December 23, 2021. The Act amended the Small Business Taxpayer Personal Property Tax Exemption (MCL 211.9o) to increase the combined true cash value limit for “eligible personal property” in a local unit from \$80,000 to \$180,000 beginning in 2023. The exemption is required to be claimed with the local unit (city or township where the property is located) by February 20, 2024 (postmark is acceptable) by submitting the completed Form 5076 *Small Business Property Tax Exemption Claim Under MCL 211.9o*. Late filed forms may be filed directly with the 2024 March Board of Review prior to the closure of the March Board.

### **Personal Property Valued Less Than \$80,000**

To claim an exemption for personal property valued less than \$80,000, Form 5076 must be filed with the local unit (City or Township) where the personal property is located no later than February 20, 2024 (postmark is acceptable). Late filed forms may be filed directly with the local unit March Board of Review prior to the closure of the March Board of Review. Taxpayers must contact the local unit directly to determine the March Board of Review dates.

Once the exemption is granted for personal property valued at less than \$80,000, the taxpayer will continue to receive the exemption until they no longer qualify for the exemption. Once they no longer qualify, the taxpayer is required to file a rescission form and a personal property statement no later than February 20 of the year that the property is no longer eligible. Failure to file the rescission form will result in significant penalty and interest as prescribed in MCL 211.9o.

### **Personal Property Valued Greater than or Equal to \$80,000 but Less than \$180,000**

To claim an exemption for personal property valued at \$80,000 or more but less than \$180,000, Form 5076 **along with** Form 632 *Personal Property Statement* must be filed **ANNUALLY** with the local unit (City or Township) where the personal property is located no later than February 20, 2024 (postmark is acceptable). Late filed forms may be filed directly with the local unit March Board of Review prior to the closure of the March Board of Review.

Assessors are statutorily required to transmit the information contained in both Form 5076 and Form 632 *Personal Property Statement* and any other required parcel information to the Department of Treasury no later than April 1 each year.

## **J. EMPP and ESA Reminders**

Beginning in 2024, parcels that received the EMPP exemption in the immediately preceding year carry forward the exemption in each subsequent year until the property becomes ineligible for the exemption. A Combined Document (Form 5278) needs to be filed to claim the EMPP exemption only on those parcels that did not receive the EMPP exemption in the immediately preceding year. Taxpayers will report the addition or removal of exempt property from their parcel on their ESA Statement filed electronically with the Department of Treasury through the Michigan Treasury Online (MTO) system.

Taxpayers may request the removal of the EMPP exemption on a parcel for the current year, by filing Form 5277 with the assessor in which the parcel is reported by February 20, 2024. Assessors should report receipt of any Form 5277 in their CAMA software.

At times, taxpayers attempt to add a parcel to their ESA Statement that was not previously reported to the Department of Treasury. In these cases, the ESA Section will reach out to the assessor to ask if a Combined Document (Form 5278) was filed for the parcel and, if it was, request a copy of the Form. ESA Staff will also ask for a letter

confirming that the EMPP exemption was claimed properly and that the failure to transmit the information to the Department of Treasury was not the fault of the taxpayer. These letters are not used to incriminate an assessor who made a mistake, but rather to add to Treasury files to document why a parcel was added to an ESA Statement after the statement was generated on May 1.

The ESA Section has received consent judgments entered by the Michigan Tax Tribunal for stipulated agreements between EMPP claimants and the local units in which they have personal property. It is extremely important that any stipulated agreement filed with the Michigan Tax Tribunal indicates that the personal property reported on the parcel meets the definition of “eligible manufacturing personal property,” identifies which eligible manufacturing personal property qualifies for the exemption under MCL 211.9m and MCL 211.9n and directs the Department of Treasury to generate an ESA statement so that the taxpayer may pay ESA on the exempt personal property. Assessors are advised to contact the ESA Section for a list of previous dockets that contained the appropriate requirements.

In September and October, the ESA Section begins to send out Summary of Changes letters for all taxpayers that have certified their ESA Statement and paid ESA liability in full. Recognizing that manufacturers occasionally move personal property between facilities located in different jurisdictions, a copy of this letter is sent to every local unit in which a taxpayer has reported EMPP if a change on their ESA Statement has been made to *any* parcel located in *any* local unit. This is done to assist each assessor in identifying property that may have been moved in or out of their local unit. Assessors are advised that even if their local unit is not listed on the Summary of Changes letter, it may be prudent to note whether any changes made to a parcel reported in another local unit may affect a parcel located in their local unit.

More information is available in the Assessors Guide to EMPP and ESA available online at [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

Further information and guidance on the Eligible Manufacturing Personal Property (EMPP) Exemption, Special Acts and the Essential Services Assessment (ESA) is available at [www.michigan.gov/ESA](http://www.michigan.gov/ESA). Additional questions should be sent via email to [ESAQuestions@michigan.gov](mailto:ESAQuestions@michigan.gov).

## **K. Omitted or Incorrectly Reported Property (MCL 211.154)**

Assessors are reminded that when submitting 154 petitions it is necessary to include complete copies of the property record cards for every year a change is being requested on the petition. For example, if a 154 petition requests a change for 2021 and 2022, the property record card for 2021 and the property record card for 2022 should be submitted. In addition, assessors must submit the calculations and documents needed to understand the reasons for the change and the amount of the requested change in the assessment and taxable values.

For 154 petitions involving removal of personal property, staff may request verification that the assessor inspected the personal property location or otherwise confirmed that



the personal property was disposed of and was not located in the local unit on the applicable tax day. Additionally, staff may inquire as to the extent of the assessor's communication with the taxpayer to confirm that personal property was reported in the new location.

Questions can be directed to the staff at [Treas-154petitions@michigan.gov](mailto:Treas-154petitions@michigan.gov). Additional information, including Bulletin 2 of 2018 and copies of the approved forms, are available online at [www.michigan.gov/154petitions](http://www.michigan.gov/154petitions).

## **L. Authority of July and December Boards of Review**

Assessors are reminded that the July and December Boards of Review may only act on matters described in MCL 211.53b or expressly permitted by other statutes. This includes qualified errors listed in MCL 211.53b(6), and appeals related to poverty exemptions, qualified agricultural property exemptions, and qualified forest property exemptions.

In addition, other statutes, such as MCL 211.7ss related to the eligible development property exemption provide authority for the July and December Board of Review to take action.

Assessors should carefully review the Board of Review Q&A and Bulletins 13 of 2022 and 14 of 2022 to ensure their Boards of Review are acting within their statutory authorities.

Assessors should not be requesting that the July or December Boards of Review take action outside of the limited authority provided in MCL 211.53b.

Beginning July 11, 2022, **the July and December Board of Review have no authority to grant a PRE.** Assessors are asked to ensure that the July and December Boards of Review does not take action related to PRE claims.

Beginning October 19, 2023, assessors were granted the authority to grant timely filed Disabled Veterans Exemptions, thus nullifying the need to take Disabled Veteran Exemption applications to the Board of Review. PA 152 of 2023 clarified the definition of "qualified errors" as it relates to the July and December Board of Review authority for granting Disabled Veteran Exemptions as a "qualified error".

## **M. 2024 State Tax Commission Updates Class**

At the August 22, 2023 State Tax Commission meeting, the recommendations of the Education and Certification Committee were approved.

**ALL certified assessing officers (MCAO, MAAO, MMAO) and ALL certified assessing technicians (MCAT) must take the 2024 STC Updates Class as part of their continuing education renewal requirements for the renewal cycle beginning November 1, 2023 and ending October 31, 2024.**

This class will be available both in-person at various locations across the state and online through the State Tax Commission Online Education Portal at <https://coned.mi-stc.org>. The dates and locations for the in-person classes will be posted to the State Tax Commission website.

## **N. Online Education Portal and MiSUITE Login**

### **STC Online Education Portal**

The State Tax Commission offers a variety of online classes, available free of charge, that provide continuing education credit. The online classes can be accessed at <https://coned.mi-stc.org>. This site is only available to Michigan certified assessors and technicians. If you have an issue with your log in credentials, especially password resets, email [State-Tax-Commission@michigan.gov](mailto:State-Tax-Commission@michigan.gov). If you require a password reset, **do not use the Forgotten Your Username or Password link on the page**. Instead, send an email to the State Tax Commission and staff will manually reset your password.

You must complete all requirements of the online course before you will receive your certificate of completion for the course. If a certificate is not emailed to you, then you likely did not complete one or more of the course requirements. The requirements that must be completed are listed at the top of each course and as you complete each one, they will be removed from the list.

Once you have received your certificate, you are responsible for uploading it into the MiSUITE platform to receive the continuing education credit for the course.

### **MiSUITE**

Passwords expire after 90 days. If your password is expired, you will automatically be redirected to an Update Password page upon attempting to log in. Simply create a new password, confirm that password, and click "update."

You can access MiSUITE by going to <https://sso.misuite.app>

Assessors can check continuing education hours by logging into the MiSUITE system and checking your profile page. Total hours remaining to be completed are listed on the profile page in MiSUITE as well as the completed classes that have been properly logged into the system.

Assessors are responsible for logging their own continuing education hours in MiSUITE. When logging credit, be sure to pick the correct course, date, location, and upload proof of attendance.

If you have any questions, concerns, or need further assistance, please email [Treas-MiSUITEHelp@michigan.gov](mailto:Treas-MiSUITEHelp@michigan.gov).

**RESOLUTION No. 1-2024**  
**ADOPTING GUIDELINES FOR POVERTY EXEMPTIONS**  
**TO BE IMPLEMENTED BY THE BOARD OF REVIEW**

At the regular January 22, 2024 Commission Meeting of the City of St. Johns Commissioners, held in the Clinton County Courthouse, there were:

PRESENT:

ABSENT:

**Whereas**, the adoption of guidelines for poverty exemptions is required of the Board; and

**Whereas**, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.u) as amended by PA 620 of 2002; and

**Whereas**, pursuant to PA390 of 1994 (MCL 211.u) as amended by PA 620 of 2002, The City of St. Johns, Clinton County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year.

To be eligible, a person shall do all of the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) File a claim with the Assessor or Board of Review, accompanied by federal and state income tax returns for all person residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year. Pursuant to PA135 of 2012 an affidavit (Treasury Form 4988) shall be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year (this does not include the owner of the property who is filing for the exemption).
- 3) File a claim reporting that the combined assets of all persons do not exceed 25% of the current Federal Guidelines. Assets include but are not limited to, real estate other than principal residence, personal property, motor vehicles other than one per licensed driver in household, recreational vehicles such as campers, boats and ATVs, buildings other than residence, equipment, certificates of deposit, savings accounts, checking accounts, stocks, bond, life insurance, retirement funds, money received from the sale of property, gifts, loans, lump sum inheritances, federal non-cash benefits program such as Medicare, Medicaid, food stamps etc.
- 4) Produce a valid driver's license or other form of identification if requested.

- 5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.
- 8) The City of St. Johns, Clinton County adopts the following income eligibility guidelines. The annual allowable income includes income from all persons residing in the principal residence.

<b>SIZE OF FAMILY</b>	<b>POVERTY GUIDELINES</b>
1	
2	\$ 14,580
3	\$ 19,700
4	\$ 24,800
5	\$ 30,000
6	\$ 35,140
7	\$ 40,280
8	\$ 45,420
ANY ADDITIONAL PERSON	\$ 50,560 5,140

THE VOTE IN FAVOR OF THE RESOLUTION BEING AS FOLLOWS:

YEAS: \_\_\_\_\_ NAYS: \_\_\_\_\_

MOTION BY: \_\_\_\_\_ SUPPORTED BY: \_\_\_\_\_ TO ADOPT

RESOLUTION DECLARED ADOPTED. DATED: \_\_\_\_\_

AS THE CITY CLERK FOR \_\_\_\_\_ CITY OF ST. JOHNS  
CLINTON COUNTY, MICHIGAN I CERTIFY THAT THIS IS A TRUE & COMPLETE COPY OF  
A RESOLUTION ADOPTED BY THE TOWNSHIP BOARD/CITY COUNCIL OF \_\_\_\_\_  
TOWNSHIP/CITY AT ITS REGULAR BOARD/CITY MEETING OF \_\_\_\_\_ 2024.

\_\_\_\_\_, CLERK

**RESOLUTION #2-2024**  
**CITY OF ST. JOHNS**  
**CLINTON COUNTY, MICHIGAN**

A RESOLUTION TO ADOPT ALTERNATE START DATES FOR MARCH, 2024; JULY, 2024;  
AND DECEMBER, 2024 BOARD OF REVIEW

At a regular meeting of the City Commission of the City of St. Johns, held on January 22,  
2024 in the City of St. Johns, Clinton County, Commission Chambers, commencing at 6:00  
p.m.

Present:

Absent:

Motion by Commissioner \_\_\_ seconded by Commissioner \_\_\_ to adopt the following  
resolution:

To adopt the alternate start dates as follows:

For the March Board of Review, second meeting in March which can be either  
Tuesday or the Wednesday following the second Monday in March.

For the July Board of Review, an alternate date during the week of the 3rd Monday in  
July.

For the December Board of Review, an alternate date during the week of the 2nd  
Monday in December.

YEAS:

NAYS:

Resolution declared adopted.

\_\_\_\_\_  
Scott Dzurka, Mayor

\_\_\_\_\_  
Mindy J. Seavey, City Clerk

As the City Clerk, for St. Johns City, Clinton County, Michigan, I certify that this a true and  
complete copy of a resolution adopted by the St. Johns City Commission at its regular meeting of  
January 22, 2024

Date: January 22, 2024

\_\_\_\_\_  
Mindy J. Seavey, City Clerk

**RESOLUTION #3-2024**  
**CITY OF ST. JOHNS**  
**CLINTON COUNTY, MICHIGAN**

A RESOLUTION TO ADOPT TAXPAYERS & NON-RESIDENT TAXPAYERS TO PROTEST IN WRITING BY LETTER OR EMAIL FOR BOARD OF REVIEW.

At a regular meeting of the City Commission of the City of St. Johns, held on January 22, 2024 in the City of St. Johns, Clinton County, Commission Chambers, commencing at 6:00 p.m.

Present:

Absent:

The City Commission of the City of St. Johns, Michigan resolves as follows:

Pursuant to MCL 211.30(4) and (8), the city permits resident & non-resident taxpayers to file a protest to the Board of Review in writing by letter or email without personal appearance. The city shall include a statement notifying taxpayers of this option in each assessment notice under section 24c of the General Property Tax Act, being MCL 211.24c, and on each notice or publication of the meeting of the board of review.

YEAS:

NAYS:

Resolution declared adopted.

\_\_\_\_\_  
Scott Dzurka, Mayor

\_\_\_\_\_  
Mindy J. Seavey, City Clerk

As the City Clerk, for St. Johns City, Clinton County, Michigan, I certify that this a true and complete copy of a resolution adopted by the St. Johns City Commission at its regular meeting of January 22, 2024

Date: January 22, 2024

\_\_\_\_\_  
Mindy J. Seavey, City Clerk

**CITY OF ST. JOHNS, MICHIGAN  
REQUEST FOR COMMISSION ACTION  
January 22, 2024**

<b>Department: Administration</b>	<b>Attachments:</b>
<b>Subject:</b> Consideration of Approval of the Clinton Area Ambulance Service Budget and Capital Expenditures for 24/25	<input checked="" type="checkbox"/> CAASA Proposed 24/25 Budget <input checked="" type="checkbox"/> CAASA Proposed Capital Budget <input type="checkbox"/>
<b>Prepared by: Chad A. Gamble, P.E. City Manger</b>	<b>Approved by: Chad A. Gamble, P.E. City Manager</b>

**SUMMARY/HIGHLIGHT:** The City is a member of the Clinton Area Ambulance Service Authority (CAASA) and is a contributor to its annual revenues in support of ambulance service to the County. The CAASA board is presenting the FY 24/25 Budget to the City, and all member jurisdictions, for approval.

**BACKGROUND/DISCUSSION:** N/A.

**STRATEGIC PLAN OBJECTIVE:** Sustainability and Environmental Preservation: GOAL #1: Continue to offer high quality services and facilities for residents.

**FISCAL IMPACT:** The proposed budget being sought for approval is \$5,201,950. The increase to the per capita charge will increase from \$12 in the 23/24 fiscal year to \$15 in the 24/25 fiscal year for the capital budget for a total amount of \$115,470. This amount would be included in the FY 2024-25 budget.

**RECOMMENDATION:** For the Commission to approve the FY 24/25 CAASA annual budget in the amount of \$5,201,950.

CLINTON AREA AMBULANCE SERVICE  
Profit & Loss Budget Performance  
October 2023

	Apr - Oct 23	23-24 Annualized	FYI Nov'22 - Oct'23	Annual Budget	2024 - 2025 Budget
<b>Income</b>					
49901 - Grant Income	0	0	24279		50000
101.650 - Rescue Truck Income					
101.653 - Greenbush Contribution	0	0		2000	0
Total 101.650 - Rescue Truck Income	0	0	0	2000	0
101.600 - Program Revenue					
101.638 - Supplies	28371	48636	53986	43700	45000
101.637 - Wait Time	2000	3429	2000		0
101.626 - ALS RATE	1402313	2403964	2091022	1650000	2100000
101.627 - ALS 2 Base Rate	30774	52755	39006	35500	40000
101.628 - BLS RATE	787073	1349268	1189996	920000	1300000
101.632 - Reponse No Transport	9780	16766	16920	35500	20000
101.629 - Mileage	999807	1713954	1473854	1155000	1500000
Total 101.600 - Program Revenue	3260117	5588772	4866784	3839700	5005000
101.664 - Interest Income					
101.665 - Interest	933	1600	1837	0	0
Total 101.664 - Interest Income	933	1600	1837	0	0
101.671 - Other Revenue					
Authority Capital Contribution	40000	68571	40000	120000	138000
101.696 - Glanbia Income	0	0	14125	0	0
101.685 - Miscellaneous Income	9912	16992	14912		10000
101.680 - Education Income	600	1029	8089	5000	0
101.674 - Donations	360	617	3490		0
Total 101.671 - Other Revenue	50872	87209	80616	125000	148000
<b>Total Income</b>	<b>3311923</b>	<b>5677581</b>	<b>4973516</b>	<b>3966700</b>	<b>5203000</b>
<b>Gross Profit:</b>	<b>3311923</b>	<b>5677581</b>	<b>4973516</b>	<b>3966700</b>	<b>5203000</b>
<b>Expense</b>					
101.500 - Rescue Truck					
101.507 - Rescue Truck - Insurance	933	1600	1711	2000	2000
101.506 - Rescue Truck - Fuel	920	1577	1794	1000	1000
101.502 - Rescue - Misc Supplies	0	0		500	500
101.505 - Rescue Vehicle Repair/Parts	0	0	1966	1000	500
101.555 - Rescue Payroll Taxes	0	0		0	0
101.550 - Rescue Payroll Wages	5565	9540	8410	2500	7500
Total 101.500 - Rescue Truck	7418	12717	13881	7000	11500
69800 - Uncategorized Expenses	4848				
101.969 - Bad Debt Expense					
101.987 - Bad Debt W/O	4281	7339	500	13000	5000
101.979 - Courtesy Discount	28	48	28		
101.978 - Misc Contractual W/O	1862950	3193629	2588809	1650000	2250000
101.977 - Refund	1259	2159	1887		
101.976 - Write-Off Workers Comp	1679	2878	1679		
101.974 - Collections	6808	11670	68731	80000	20000
101.975 - Small Balance W/O	4699	8056	5173	1000	7500
101.972 - Medicaid W/O	52159	89415	73679	46000	50000
101.971 - Medicare W/O	0	0		0	0
101.970 - BC/BS Write-Off	0	0		0	0
Total 101.969 - Bad Debt Expense	1933864	3315194	2740486	1790000	2332500
101.965 - Insurance					
1019656 - Workmens Comp	10822	18552	20803	25000	20000
1019654 - Package Policy	8475	14529	15813	13000	15000
1019653 - Auto	6468	11089	10115	15000	15000
1019651 - Disability	6170	10577	10577	10000	10000
Total 101.965 - Insurance	31936	54747	57308	63000	60000
101.955 - Miscellaneous					
101.720 - Employee Incentive	4206	7211	11259	15000	30000
101.958 - Dir Assigned Equip	4332	7427	11331	20000	20000
101.954 - Miscellaneous Expense	60	103	568		
101.957 - License, Dues, Fees, PPT	5383	9228	12868	10000	10000
Total 101.955 - Miscellaneous	13981	23969	36026	45000	60000
101.834 - Health Services Background					
101.835 - Health Services/Background	450	771	1753	0	500
Total 101.834 - Health Services Background	450	771	1753	0	500
101.880 - Community Promotion					
101.881 - Advertising	2956	5067	3241	1000	5000
Total 101.880 - Community Promotion	2956	5067	3241	1000	5000
101.930 - Repairs					
101.937 - Equipment	1561	2676	1561	700	1000
101.936 - Ranger	0	0		300	300
101.931 - Ambulance	30618	52488	48456	30000	45000
101.932 - Ambulance Equipment	120	206	25306	7000	7000
101.933 - Building	7900	13542	21062	10000	15000
101.934 - Pagers	0	0		500	500
101.935 - Radios	0	0		500	500
Total 101.930 - Repairs	40198	68912	96385	49000	69300
101.801 - Professional & Contractual Serv					
Square Expense	37	63			0
101.807 - Image Trend	2652	4545	37	5500	5000



CLINTON AREA AMBULANCE SERVICE  
Profit & Loss Budget Performance  
October 2023

	23-24	FYI	2024 -2025
	Annualized	Nov'22 - Oct'23	Budget
	Apr - Oct 23	Annual Budget	Budget
101.998 - Debt Service - Principal	0	0	
101.823 - Uniforms	1138	1951	2958
101.821 - Grounds Maintenance	365	626	5615
101.802 - Bio-Med	3490	5982	5734
101.804 - Physio-Control	25	43	25
101.806 - Trash Pickup	567	972	1111
101.809 - Audit	11400	19543	11400
101.810 - Accounting , Legal & Profession	12391	21241	21012
101.811 - Bank Service Charges	3212	5506	6173
101.812 - Billing A/R	71954	123349	128272
101.813 - Collection Expense	12238	20979	18395
101.815 - Education	1232	2113	3913
101.818 - Mileage Reimbursement	77	132	77
101.819 - Rendezvous	700	1200	900
101.820 - Seminars & Meetings	90	154	90
101.824 - Interest Expense	878	1506	878
<b>Total 101.801 - Professional &amp; Contractual Serv</b>	<b>122446</b>	<b>209905</b>	<b>206590</b>
101.920 - Utilities			
101.921 - Electric	4217	7229	7279
101.922 - Gas	893	1531	4345
101.923 - Sewer	1020	1748	1622
101.924 - Water	721	1236	1178
<b>Total 101.920 - Utilities</b>	<b>6851</b>	<b>11744</b>	<b>14424</b>
101.850 - Communications			
101.858 - Streaming Service	420	720	530
101.857 - Computer Cellular Link	918	1573	1835
101.851 - Cell Phone	28	49	73
101.856 - Telephone/Internet/TV Combined	2449	4199	4060
<b>Total 101.850 - Communications</b>	<b>3815</b>	<b>6541</b>	<b>6498</b>
101.726 - Supplies			
101.724 - Furniture Office Upgrades	408	700	1554
101.734 - Education Program	1056	1810	4594
101.733 - Training & Management	2606	4468	2990
101.729 - Medical	30606	52467	59253
101.728 - Gas and Oil	38287	65635	66748
101.732 - Postage	129	221	409
101.731 - Freight	350	600	650
101.730 - Office	5066	8684	11196
101.727 - Ambulance Supplies	3547	6080	3854
101.735 - Base	1255	2151	3374
<b>Total 101.726 - Supplies</b>	<b>83311</b>	<b>142816</b>	<b>154624</b>
101.701 - Payroll			
101.712 - Payroll Benefits			
101.721 - Payroll Annuity	9931	17024	16970
101.704 - Benefits - In Lieu of Health In	4500	7714	6750
101.703 - Benefits - Health	43147	73966	67487
<b>Total 101.712 - Payroll Benefits</b>	<b>57577</b>	<b>98704</b>	<b>91207</b>
101.713 - Payroll Taxes			
101.718 - Comp. SUI	1421	2436	5049
101.717 - Comp. MCARE	10892	18672	18046
101.715 - Comp. FICA	46572	79838	77152
<b>Total 101.713 - Payroll Taxes</b>	<b>58885</b>	<b>100946</b>	<b>100249</b>
101.719 - Payroll Wages & Salaries			
101.744 - Other Payroll			
101.714 - Payroll exp/Solo ALS/SCT	2725	4671	8428
101.744 - Other Payroll - Other	631	1081	2280
<b>Total 101.744 - Other Payroll</b>	<b>3356</b>	<b>5752</b>	<b>10708</b>
101.740 - EMT Wages			
101.709 - Vacation Pay EMT	11975	20529	19298
101.708 - Sick Pay EMT	1900	3257	2106
101.706 - Holiday Pay EMT	6699	11484	13781
101.707 - Overtime EMT	80865	138625	125927
101.705 - Straight Time EMT	293412	502992	457999
<b>Total 101.740 - EMT Wages</b>	<b>394851</b>	<b>676887</b>	<b>619111</b>
101.741 - Paramedic Wages			
101.739 - Vacation Pay Paramedic	22228	38105	28473
101.738 - Sick Pay Paramedic	0	0	1841
101.736 - Holiday Pay Paramedic	8780	15052	18213
101.737 - Overtime Paramedic	64508	110585	126547
101.742 - Straight Time Paramedic	222454	381350	360077
101.741 - Paramedic Wages - Other	1558	2671	2492
<b>Total 101.741 - Paramedic Wages</b>	<b>319529</b>	<b>547763</b>	<b>537643</b>
101.702 - Managers Salaries	60865	104341	104423
<b>Total 101.719 - Payroll Wages &amp; Salaries</b>	<b>778601</b>	<b>1334743</b>	<b>1271885</b>
<b>Total 101.701 - Payroll</b>	<b>895063</b>	<b>1534393</b>	<b>1463341</b>
<b>Total Expense</b>	<b>3147137</b>	<b>5386776</b>	<b>4794557</b>
<b>Net Income</b>	<b>164785</b>	<b>290805</b>	<b>178959</b>

		Approved Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget	Projected Budget											
		Apr 23 - Mar 24	Apr 24 - Mar 25	Apr 25 - Mar 26	Apr 26 - Mar 27	Apr 27 - Mar 28	Apr 28 - Mar 29	Apr 29 - Mar 30	Apr 30 - Mar 31												
2020 Census numbers																					
Beginning Balance		69,281.37	104,894.37	111,279.37	146,636.37	36,516.37	-10,686.13	-43,353.96	-104,260.66												
Ordinary Income/Expense		\$12.00	\$15.00	\$18.00	\$20.00	\$22.00	\$24.00	\$26.00	\$28.00												
Income																					
401.580 - Contributions from Local Units		(2020 Census)	(2020 Census)	(2020 Census)	(2020 Census)	(2020 Census)	(2020 Census)	(2020 Census)	(2020 Census)												
401.581 - Bengal Twp.		1106	13,272.00	16,590.00	19,908.00	22,120.00	24,332.00	26,544.00	28,756.00	30,968.00											
401.582 - Bingham Twp.		2922	35,064.00	43,830.00	52,596.00	22,120.00	64,284.00	70,128.00	75,972.00	81,816.00											
401.583 - City of St. Johns		7698	92,376.00	115,470.00	138,564.00	153,960.00	169,356.00	184,752.00	200,148.00	215,544.00											
401.584 - Dallas Twp.		1361	16,332.00	20,415.00	24,498.00	27,220.00	29,942.00	32,664.00	35,386.00	38,108.00											
401.585 - Essex Twp.		1213	14,556.00	18,195.00	21,834.00	24,260.00	26,686.00	29,112.00	31,538.00	33,964.00											
401.586 - Greenbush Twp.		2054	24,648.00	30,810.00	36,972.00	41,080.00	45,188.00	49,296.00	53,404.00	57,512.00											
401.587 - Lebanon Twp.		553	6,636.00	8,295.00	9,954.00	11,060.00	12,166.00	13,272.00	14,378.00	15,484.00											
401.589 - Village of Fowler		1218	14,616.00	18,270.00	21,924.00	24,360.00	26,796.00	29,232.00	31,668.00	34,104.00											
401.590 - Village of Maple Rapids		677	8,124.00	10,155.00	12,186.00	13,540.00	14,894.00	16,248.00	17,602.00	18,956.00											
401.591 - Ovid Township		2238	26,856.00	33,570.00	40,284.00	44,760.00	49,236.00	53,712.00	58,188.00	62,664.00											
401.592 - City of Ovid		1481	17,772.00	22,215.00	26,658.00	29,620.00	32,582.00	35,544.00	38,506.00	41,468.00											
401.593 - Duplain Twp. (Incl Village of Elsie)		2303	27,636.00	34,545.00	41,454.00	46,060.00	50,666.00	55,272.00	59,878.00	64,484.00											
401.594 - Village of Elsie		inc in Dupla	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00											
401.580 - Local Units Contrib - Restricted Equip																					
Total 401.580 - Contributions from Local Units			297,888.00	372,360.00	446,832.00	460,160.00	546,128.00	595,776.00	645,424.00	695,072.00											
Community contributions for Red Rig 103																					
Contributions from ARP for remout (new 101)			20,000.00																		
401.664 - Other Income																					
401.665 - Interest Income			225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00											
Building Rent			6,800.00	6,800.00	7,000.00	7,000.00	7,200.00	7,200.00	7,400.00	7,400.00											
Total 401.664 - Other Income			7,025.00	7,025.00	7,225.00	7,225.00	7,425.00	7,425.00	7,625.00	7,625.00											
4190 - Reimbursed Expenses																					
Total Income			324,913.00	379,385.00	454,057.00	467,385.00	553,553.00	603,201.00	653,049.00	702,697.00											
Expense																					
401.970 - Capital Outlay																					
401.993 - Director Assigned Misc Equipment			Service Budget	Service Budget	Service Budget	Service Budget	Service Budget	Service Budget	Service Budget	Service Budget											
401.992 - Truck Radios																					
401.986 - 2 Portable Radios																					
401.983 - Lucas & Lifepacks Lease																					
401.971 - Lap Top/Notebook/Computer																					
401.984 - Unit 101						45,000.00	80,000.00	80,000.00			Replace every 4 to 5 years										
401.985 - Unit 102				45,000.00	60,000.00	60,000.00		45,000.00	80,000.00	80,000.00	Replace every 4 to 5 years										
401.899 - Unit 103 (current remount ARPA Funds)						45,000.00	70,000.00	70,000.00		45,000.00	Replace every 4 to 5 years										
401.987 - Unit 104					45,000.00	70,000.00	70,000.00		45,000.00	90,000.00	Replace every 4 to 5 years										
Add additional Ambulance for anticipated increase need			45,000.00	50,000.00	50,000.00		45,000.00	80,000.00	80,000.00		Replace every 4 to 5 years										
Add additional Ambulance for anticipated increase need					45,000.00	90,000.00	90,000.00				Replace every 4 to 5 years										
401.988 - Unit 105 Echo				80,000.00							Replace every 10 years										
401.994 - Unit 107 Echo								50,000.00	50,000.00		Replace every 10 years										
Power Cots - 3			12,200.00			50,000.00															
Power Load System																					
Heart Monitor Replacement			18,400.00																		
401.995 - Auxiliary Garage																					
401.989 - Parking Lot																					
401.990.407 - Building Purchase			1,000.00																		
401.990.401 - Building Windows																					
401.990.402 - Building Doors																					
401.990.403 - Building Lighting																					
401.990.404 - HVAC																					
401.990.408 - Building Generators																					
401.990.405 - Furniture/Office upgrades			Service Budget	Service Budget	Service Budget	Service Budget	Service Budget	Service Budget	Service Budget	Service Budget											
Building Maintenance			10,000.00	10,000.00	10,000.00	30,000.00	30,000.00	30,000.00	50,000.00	50,000.00											
Major Equipment/ Grant contributions			82,700.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	75,000.00	75,000.00											
Transfer to Operations for Employee Wage & Benefits			120,000.00	138,000.00	158,700.00	182,505.00	200,755.50	230,868.83	253,955.71	279,351.28	Gradually increase wages and benefit package										
Total 401.970 - Capital Outlay			289,300.00	373,000.00	418,700.00	577,505.00	600,755.50	635,868.83	713,955.71	619,351.28											
Total Expense			289,300.00	373,000.00	418,700.00	577,505.00	600,755.50	635,868.83	713,955.71	619,351.28											
Net Ordinary Income			35,613.00	6,385.00	35,357.00	-110,120.00	-47,202.50	-32,667.83	-60,906.71	83,345.72											
Net Income			35,613.00	6,385.00	35,357.00	-110,120.00	-47,202.50	-32,667.83	-60,906.71	83,345.72											
Projected Final Balance			104,894.37	111,279.37	146,636.37	36,516.37	-10,686.13	-43,353.96	-104,260.66	-20,914.94											
Actual Balance																					
NOTES:																					
Building purchased in 2013 for a period not to exceed 10 years. If my document was accurate.																					
Approximately \$60,000 to come from Operations or cash reserves to cover employee insurance program for FY23.																					

NOTES:  
 We need to update based on new Census data if available.  
 We need to contribute to wages and benefits if we want to maintain a quality service. Our option is to drop down the number of trucks available and settle for decreased and spotty service  
 We are dealing with a much different dynamic post covid. Retaining a quality work force will require us to step up our contributions.

**CITY OF ST. JOHNS, MICHIGAN  
REQUEST FOR COMMISSION ACTION  
January 22, 2024**

<b>Department: Administration</b>	<b>Attachments:</b>
<b>Subject:</b> Consideration of Resolution to Authorize Clinton Area Ambulance Service Authority to Purchase and Finance Ambulance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> <input type="checkbox"/>
<b>Prepared by: Chad A. Gamble, P.E. City Manger</b>	<b>Approved by: Chad A. Gamble, P.E. City Manager,</b>

**SUMMARY/HIGHLIGHT:** The City is a member of the Clinton Area Ambulance Service Authority (CAASA) and is a contributor to its annual revenues in support of ambulance service to the County. The CAASA board recently voted to acquire an ambulance. However, there is not currently enough capital within the CAASA budget to purchase the ambulance outright. Therefore, this resolution is required to be passed by all member jurisdictions to support a \$175,000 2-year financing note in order to acquire this vehicle.

**BACKGROUND/DISCUSSION:** N/A.

**STRATEGIC PLAN OBJECTIVE:** Sustainability and Environmental Preservation: GOAL #1: Continue to offer high quality services and facilities for residents.

**FISCAL IMPACT:** The loan agreement will not impact the \$15 per capita contribution of the City to the CAASA for the 24/25 fiscal year.

**RECOMMENDATION:** For the Commission to consider the resolution to authorize the purchase and financing of a new ambulance for CAASA for the purposes of servicing Clinton County.

City of St. Johns  
(Municipality Member Name)

Resolution to Authorize Clinton Area Ambulance Service Authority  
to Purchase and Finance an Ambulance

- Whereas: The City of St. Johns is a municipality which is a member of the Clinton Area Ambulance Service Authority (hereafter referred as CAASA); and
- Whereas: Each member municipality currently contributes \$15.00 per capita for capital expenses/improvements including the acquisition of new ambulances; and
- Whereas: CAASA intends to purchase one (1) ambulance and related equipment (the "Property") from Kodiak Emergency Vehicles, Grand Ledge, Michigan, in an amount not to exceed One Hundred Seventy Five Thousand Dollars (\$175,000), and to enter into an installment purchase agreement (the "Installment Purchase Agreement") to finance a portion of the cost of the Property; and
- Whereas: The CAASA Board has received an offer from Journey Federal Credit Union (the "Credit Union") to finance One Hundred Thousand Dollars (\$100,000.00) through an Installment Purchase Agreement at an interest rate not to exceed Six and 90/100 percent (6.90%) per annum over a period not to exceed 2 years, with annual principal and interest payments beginning no later than one (1) year after the date of funding/closing, with interest thereon, based upon a 360-day year, 30-day month, and the Board now desires to accept that offer; and
- Whereas: The Articles of Incorporation of CAASA requires that all member municipalities approve by resolution in approval for CAASA to seek financing for such a acquisition/capital expense.

Now Therefore, be it resolved that the City of St. Johns does hereby approve of CAASA to enter into an Installment Purchase Agreement in order to finance the purchase of the Property described above.

In Witness Whereof, I, \_\_\_\_\_, \_\_\_\_\_ of the City of St. Johns, have hereunto set my hand and caused the Seal of the City of St. Johns to be affixed this \_\_\_\_ day of \_\_\_\_\_ in the Year of our Lord, Two Thousand Twenty Four.

\_\_\_\_\_  
Name , Title

\_\_\_\_\_  
City of St. Johns

**CITY OF ST. JOHNS, MICHIGAN  
REQUEST FOR COMMISSION ACTION  
November 27, 2023**

<b>Department: Police</b>	<b>Attachments:</b>
<b>Subject: <i>Extension of Parking Enforcement Authority.</i></b>	<b>[ X ] Resolution to Introduce Ordinance [ X ] Ordinance Amendments to Chapter 71</b>
<b>Prepared by: David Kirk, Chief of Police</b>	<b>Approved by: Chad A. Gamble, P.E. City Manager</b>

**SUMMARY/HIGHLIGHT:** It has been recognized that to achieve the balance of parking availability with varying purposes, enforcement of time limited parking in the downtown core area as identified in master plan, needs to be routinely and consistently enforced. Recent court decisions disallowing the marking of tires has presented challenges to what had previously been easily executed work tasks. The intended purpose of this request for action is to extend authority through the Chief of Police to specified members of city staff to enforce parking regulations including the issuance of parking citations. It is believed that these additions, partnering with existing SJPD assets, will meet the enforcement objectives intended for timed parking downtown.

**BACKGROUND/DISCUSSION:** Parking enforcement, particularly related to the core downtown has routinely presented challenges due to the diversity of parking related priorities that exist. Discussions during planning sessions consistently reach an objective of balancing enforcement without discouraging patronization of downtown businesses due to excessive or overly restrictive enforcement. If approved, it is hypothesized that police department enforcement augmented by non-police department personnel will create the desired balance of consistent but not oppressive regulation so that all interests within that area are accommodated. As of this writing, the proposal would include dedicated twice weekly enforcement of downtown parking, one being completed by day shift Police Officers and the other by newly authorized city staff, most likely the Code Enforcement Officer.

Due to the overarching legal considerations present when amending ordinances, a request was forwarded to Foster and Swift to create and provide appropriately structured amendments to chapter 71 of the City of St. Johns Code of Ordinances.

**STRATEGIC PLAN OBJECTIVE:** This requested action also addresses the city’s strategic plan as it relates to parking as specifically indicated in the “Downtown Core Parking” section on page 49 of the plan. The listed objective stating ...”shared parking should be encouraged” is the focus of this request. Consistent, fair enforcement utilizing warnings as appropriate is believed to be sufficient encouragement to shift parking habits into alignment with this strategic goal.

**FISCAL IMPACT:** With the exception of legal fees associated with the structuring of ordinance appropriate language, there is no expected fiscal impact on the city budget.

**RECOMMENDATION:** Staff recommends the City Commission authorize the amending of Chapter 71 and adopt related Resolution #5-2024 to introduce the ordinance.

**CITY OF ST. JOHNS  
RESOLUTION #5-2024**

**RESOLUTION TO INTRODUCE AN ORDINANCE TO AMEND CHAPTER 71 OF THE  
CODE OF ORDINANCES REGARDING PARKING VIOLATIONS**

At a regular meeting of the City Commission of the City of St. Johns, Clinton County, Michigan, held at the City Hall, in said City on the 22<sup>nd</sup> day of January, 2024 at 6:00 p.m., Local Time.

Present: \_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

WHEREAS, the City of St. Johns (“City”) has previously adopted an ordinance regulating parking violations within the city limits; and

WHEREAS, the City now desires to amend Section 71.06 (entitled *Issuing Tickets*) and Section 71.08 (entitled *Parking Regulations*) of Chapter 71 (entitled *Parking Violations*) of Title VII (entitled *Traffic Code*) of the Code of Ordinances of the City of St. Johns, to allow the City to designate personnel other than police officers to issue citations and notices of violation of its ordinances involving the parking or standing of motor vehicles; and

WHEREAS, the City further desires to amend Section 71.12 (entitled *Control Marks and Devises*) and Section 71.13 (entitled *Erasure or Removal of Marks or Devises*) of Chapter 71 (entitled *Parking Violations*) of Title VII (entitled *Traffic Code*) of the Code of Ordinances of the City of St. Johns, to permit city police officers to use markings or marking devises to enforce parking regulations as permitted by law; and

WHEREAS pursuant to the “Ordinances” chapter of the City of St. Johns Charter (“Charter”), the City has the authority to amend its Code of Ordinances; and

WHEREAS, pursuant to Section 5 of the Charter, at its meeting on January 22, 2024, the City desires to introduce Ordinance No. \_\_\_\_\_, An Ordinance to Amend Chapter 71 of the Code of Ordinances Regarding Parking Violations (“Ordinance”).

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Johns as follows:

1. The City introduces Ordinance No. \_\_\_\_\_, An Ordinance to Amend Chapter 71 of the Code of Ordinances Regarding Parking Violations.

2. To the extent that any resolution or portion of resolution is inconsistent with this Resolution, such resolutions or portions of resolutions are hereby rescinded.

ADOPTED:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

STATE OF MICHIGAN     )

)

COUNTY OF CLINTON    )

I, the undersigned, the duly qualified and acting Clerk of the City of St. Johns, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Commission of said City at a regular meeting held on January 22, 2024.

\_\_\_\_\_  
Mindy Seavey, City Clerk

**CITY OF ST. JOHNS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 71 OF THE CODE OF ORDINANCES  
REGARDING PARKING VIOLATIONS**

**THE CITY OF ST. JOHNS ORDAINS:**

**Section 1. Amendment to Chapter 71, §71.06.** Section 71.06 of the City Code of Ordinances is amended to read as follows:

**§ 71.06 ISSUING TICKETS.**

The issuance of a traffic citation or notice of violation by a police officer of the city shall be deemed an allegation of a parking violation. The City Commission, in consultation with the Chief of Police, may authorize city personnel other than a police officer to issue and serve citations and notices of violation of its ordinances involving the parking or standing of motor vehicles. Such citations or traffic tickets shall indicate that the person to whom the same was issued may respond to the Parking Violations Bureau within five business days of its issuance and that thereafter the citation will be turned over to the 65-2 District Court for handling. The citation shall also indicate the address of the Parking Violations Bureau, the hours during which the Bureau is open, the amount of the penalty scheduled for the offense for which the ticket was issued and the address of the 65-2 District Court if the five day time frame is not met.

**Section 2. Amendment to Chapter 71, §71.08.** Section 71.08 of the City Code of Ordinances is amended to read as follows:

**§ 71.08 PARKING REGULATIONS.**

(A) It shall be unlawful for any person to park in a parking zone on the streets of the city within the areas designated for parking and designated for a specified time period for a period in excess of that time designated by traffic control order and respectively traffic signs. If any vehicle shall remain parked in such a parking space beyond the time limit fixed for such parking space, the parking shall be deemed overtime parking, a violation of this chapter and punishable as set forth herein.

(B) It shall be unlawful for any person to park in a designated municipal parking lot for a time period in excess of that time set forth by respective traffic control order and denoted by signs to that effect. Such parking in excess of the times designated by traffic control order and by signs, respectively, shall be deemed overtime parking and shall be a violation of this chapter and punishable as hereinbefore provided.

(C) It shall further be unlawful for any person to park in a designated municipal parking lot, allowing parking by permit, the lots and permits being further designated by traffic control order and by signs respectively. The parking permits shall be obtained from the municipal offices at City Hall, and the permits are to be for a period of six months or one year, at a price to be established by the City Commission administratively. The permits



must be affixed or otherwise hung from the inside rearview mirror of any vehicle using same. Any vehicle parking without permit shall be deemed overtime parking and shall be a violation of this chapter and punishable as herein described.

(D) It shall be unlawful for any person to park overnight in designated municipal parking lots set forth by respective traffic control orders and denoted by signs to that effect without first obtaining a permit to do so, said permit to be available from the municipal offices at City Hall and to be for a period of six months to one year, at a price to be established by the City Commission administratively. The permits must be affixed or otherwise hung from the inside rearview mirror of any vehicle using same. Any vehicle parking overnight with proper permit must be moved at least once every 72 hours and not left standing in excess of that time.

(E) Any vehicle parking overnight without permit or allowed to remain unmoved in excess of 72 hours with a permit shall be in violation of this chapter and subject to a parking citation as provided for in this chapter or may be subject to towing and removal by ~~the city~~ police, designated personnel, or ~~its~~ the city's designated towing authority.

**Section 3. Amendment to Chapter 71, §71.12.** Chapter 71.12 of the City Code of Ordinances is amended to read as follows:

**§ 71.12 CONTROL MARKS OR DEVICES.**

~~It shall be lawful for T~~the St. Johns Chief of Police and/or his designated employee or agent may use markings or to place chalk or other approved marking devices upon parked vehicles, their wheels or tires to designate and control time limitations ~~as~~ set forth herein as permitted by law.

**Section 4. Amendment to Chapter 71, §71.13.** Chapter 71.13 of the City Code of Ordinances is amended to read as follows:

**§ 71.13 ERASURE OR REMOVAL OF CONTROL MARKS OR DEVICES.**

No person shall erase or remove any marks or devices ~~placed on any vehicle~~utilized for the purpose of enforcing the provisions of this chapter.

**Section 5. Repeal and Replace.** Any and all ordinances inconsistent with this Ordinance are hereby repealed, but only to the extent necessary for this Ordinance to be in full force and effect.

**Section 6. Publication and Effective Date.** The City Clerk shall publish a notice of adoption of this Ordinance within 7 days of its adoption. This Ordinance shall take effect 20 days after its adoption.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

As the City Clerk of the City of St. Johns, Clinton County, Michigan, I certify that this is a true and complete copy of an ordinance adopted by the St. Johns City Commission at a regular meeting held on \_\_\_\_\_, 2024.

Scott Dzurka, Mayor \_\_\_\_\_

Mindy J. Seavey, Clerk \_\_\_\_\_

**CITY OF ST. JOHNS, MICHIGAN  
REQUEST FOR COMMISSION ACTION  
1-22-2024**

<b>Department: Parks and Recreation</b>	<b>Attachments:</b>
<b>Subject: 2021 Scott Road Connector Trail Grant</b>	[X] Construction Contract [X] Bid Tabulation Sheet [X] Engineers Opinion
<b>Prepared by: Bill Schafer, Parks and Recreation Coordinator</b>	<b>Approved by: Chad A. Gamble, P.E. City Manager</b>

**SUMMARY/HIGHLIGHT:** On December 14, 2023, the City received bids for the work on the Scott Road Multi-Use Connector Trail project. There were four bids submitted with bid amounts ranging from \$275,500 - \$484,486. The low bid was from Youngstrom Contracting, INC. The Michigan Department of Natural Resources requires us to have a minimum of three bidders for projects of this size and generally wants us to offer the project to the lowest bidder.

We also submitted for review received approval of our bid recommendation from the DNR and therefore forwarding the bid package and related bidding and contract documents for approval by the Commission. Upon approval and execution of the contract documents and the weather in Spring being conducive for construction, this project will begin.

**BACKGROUND/DISCUSSION:** This grant was submitted in April of 2021 and was recommended, by the MDNR Trust Fund Board, for legislature approval. It was approved and a grant agreement document was signed by the City and MDNR. As part of the grant agreement, we are given 2 years to complete the project. Extensions are granted by the DNR for projects that need them. Our goal is to have the project completed by the July 2024 deadline. If we can't meet the deadline, we will submit for an extension.

**STRATEGIC PLAN OBJECTIVE:**

Master Plan Goals and Objectives – Parks and Recreation

1. Provide safe, inclusive, community-based recreational opportunities that improve the overall quality of life for all St. Johns-area residents.
2. Promote development of a non-motorized pathway system throughout the city to encourage interaction and participation, improve pedestrian safety, and strengthen non-motorized linkages between City parks and other recreational facilities.
4. Enhance the quality of local neighborhoods through establishment and maintenance of quality neighborhood parks conveniently located to all City residents.
6. Strengthen the role of the City of St. Johns as a regional provider/coordinator of recreational opportunities and develop a plan that maximizes the impact of existing and future recreation providers.

8. Promote healthy, active lifestyles through the St. Johns Parks and Recreation facilities and programs.

**FISCAL IMPACT:** The project dollar amount for the project, with contingencies, is \$331,450. This project is being partially funded by a \$155,500 grant from the DNR Trust Fund. City funds of \$175,950 will come from City ARPA funding. Money will come out of the line item 202-463-818.300. This is a 50% reimbursement grant.

**RECOMMENDATION:** The City Commission approves staff's recommendation and award the Scott Road Multi-Use Connector Trail project to Youngstrom Contracting, Inc. for \$275,500 and to authorize the Mayor to execute the contract documents on behalf of the City.

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of St. Johns** ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construct a new non-motorized trail connection between Astwood Mews Lane and East Townsend Road, including approx. 2,100 ft. of pathway grading, approx. 20,000 sq. ft. of concrete sidewalk, landscaping items, rain garden, restoration, traffic control devices and other miscellaneous appurtenances.**

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Scott Road Multi-Use Trail Connector MNTRF #TF21-0145**

## **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained C2AE, **106 W Allegan St, Suite 500, Lansing, MI 48933** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by C2AE.

## **ARTICLE 4—CONTRACT TIMES**

### *4.01 Time Is Of The Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### *4.02 Contract Times: Dates*

- A. The Work will be substantially complete on or before **July 1, 2023**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 15, 2023**.

### *4.03 Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2050023	Granular Material, Cl II; Bench Pad Subbase	Cyd	2.5	\$	\$
3020030	Aggregate Base, 12 inch; washed, max. dia. 2	Syd	22	\$	\$
8030046	Sidewalk, Conc, 6 inch; Bench Pads	Sft	125	\$	\$
8107052	6' Plaza strap metal bench without back, matte black	Sft	3	\$	\$
8150390	Asclepias incarnata, #1 cont.	Ea	8	\$	\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
8150403	Asclepias tuberosa, #1 cont.	Ea	21	\$	\$
8150416	Aster novae-angliae 'Purple Dome', #1 cont.	Ea	16	\$	\$
8150808	Cercis canadensis, tree form, 2 inch	Ea	2	\$	\$
8150820	Chasmanthium latifolium, #2 cont.	Ea	16	\$	\$
8150887	Coreopsis grandiflora 'Baby Sun', #1 cont.	Ea	20	\$	\$
8151268	Echinacea purpurpea, #1 cont.	Ea	20	\$	\$
8151381	Eupatorium maculatum, #1 cont.	Ea	8	\$	\$
8151896	Ilex verticillata 'Winter Red' (female), #5 cont.	Ea	2	\$	\$
8151912	Ilex x 'Appollo' (male), #5 cont.	Ea	1	\$	\$
8151925	Itea virginica 'Henry's Garnet', #5 cont.	Ea	3	\$	\$
8152444	Monarda didyma 'Petite Delight', #2 cont.	Ea	25	\$	\$
8152449	Monarda didyma 'Raspberry Wine', #2 cont.	Ea	12	\$	\$
8152583	Panicum virgatum 'Shenandoah', #2 cont.	Ea	23	\$	\$
8153166	Rhus aromatica 'Gro-Low', #2 cont.	Ea	6	\$	\$
8153280	Rudbeckia fuldiga 'Goldsturm', #2 cont.	Ea	19	\$	\$
8153422	Sedum 'Autumn Joy', #2 cont.	Ea	31	\$	\$
8153527	Solidago riddellii, #2 cont.	Ea	12	\$	\$
8153645	Sporobolus heterolepis, #2 cont.	Ea	10	\$	\$
8157050	Baptisia australis #2 cont	Ea	11	\$	\$
8157050	Iris virginica bulb	Ea	72	\$	\$
8160025	; 4 shredded hardwood	Syd	160	\$	\$
8160071	Topsoil Surface, Furn, LM	Cyd	160	\$	\$
8167011	Engineered Rain Garden Planting Media	Syd	37	\$	\$
1100001	Mobilization, Max	LSUM	1	\$	\$
2040020	Curb and Gutter, Rem	Ft	44	\$	\$
2040055	Sidewalk, Rem	Syd	10	\$	\$
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	10	\$	\$
2080036	Erosion Control, Silt Fence	Ft	2000	\$	\$
3062000	Driveway Maintenance, Commercial	Ea	4	\$	\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
5010025	Hand Patching	Ton	10	\$	\$
6030005	Cement	Ton	5	\$	\$
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	4	\$	\$
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	4	\$	\$
8120026	Pedestrian Type II Barricade, Temp	Ea	3	\$	\$
8120100	Dust Palliative, Applied	Ton	5	\$	\$
8120140	Lighted Arrow, Type C, Furn	Ea	4	\$	\$
8120141	Lighted Arrow, Type C, Oper	Ea	4	\$	\$
8120170	Minor Traf Devices	LSUM	1	\$	\$
8120252	Plastic Drum, Fluorescent, Furn	Ea	200	\$	\$
8120253	Plastic Drum, Fluorescent, Oper	Ea	200	\$	\$
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	752	\$	\$
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	752	\$	\$
8120370	Traf Regulator Control	LSUM	1	\$	\$
2040020	Curb and Gutter, Rem	Ft	137	\$	\$
2040050	Pavt, Rem	Syd	30	\$	\$
2040055	Sidewalk, Rem	Syd	49	\$	\$
8100397	Sign, Type II, Rem	Ea	2	\$	\$
8100403	Sign, Type III, Rem	Ea	2	\$	\$
8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	342	\$	\$
2030005	Culv, End, Rem, Less than 24 inch	Ea	1		
2040020	Curb and Gutter, Rem	Ft	114		
2040050	Pavt, Rem	Syd	316		
5010005	HMA Surface, Rem	Syd	155		
8100403	Sign, Type III, Rem	Ea	1		
8230095	Hydrant, Relocate, Case 1	Ea	1		
3010002	Subbase, CIP	Cyd	90		
5010025	Hand Patching	Ton	10		
8020016	Curb and Gutter, Conc, Det B2	Ft	73		
8030010	Detectable Warning Surface	Ft	40		
8030030	Curb Ramp Opening, Conc	Ft	40		
8030044	Sidewalk, Conc, 4 inch	Sft	6000		



Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
8032002	Curb Ramp, Conc, 6 inch	Sft	800		
8060030	Shared use Path, Grading	Ft	600		
8100371	Post, Steel, 3 pound	Ft	80		
8100380	Post, Wood, 4 inch by 6 inch	Ft	32		
8100396	Sign, Type II, Erect, Salv	Ea	2		
8100402	Sign, Type III, Erect, Salv	Ea	2		
8110093	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	342		
8162001	Slope Restoration, Non-Freeway, Type A	Syd	1000		
8182328	Hh, Adj	Ea	1		
3010002	Subbase, CIP	Cyd	75		
4017050	Culv, CI A, 12 inch 90 deg bend	Ea	1		
4012020	Culv End Sect 12 inch, Grate	Ea	1		
4020004	Sewer, CI A, 12 inch, Tr Det A	Ft	43		
4030006	Dr Structure Cover, Adj, Case 2	Ea	1		
4030040	Dr Structure Cover, Type G	Ea	1		
4030200	Dr Structure, 24 inch dia	Ea	1		
4030312	Dr Structure, Tap, 12 inch	Ea	1		
5010025	Hand Patching	Ton	5		
8010005	Driveway, Nonreinf Conc, 6 inch	Syd	90		
8020038	Curb and Gutter, Conc, Det F4	Ft	96		
8030010	Detectable Warning Surface	Ft	22		
8030030	Curb Ramp Opening, Conc	Ft	42		
8030044	Sidewalk, Conc, 4 inch	Sft	4890		
8030046	Sidewalk, Conc, 6 inch	Sft	800		
8060030	Shared use Path, Grading	Ft	600		
8100371	Post, Steel, 3 pound	Ft	94		
8100404	Sign, Type IIIA	Sft	5		
8100405	Sign, Type IIIB	Sft	35		
8110093	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	98		
8162001	Slope Restoration, Non-Freeway, Type A	Syd	500		
3010002	Subbase, CIP	Cyd	110		
3020016	Aggregate Base, 6 inch	Syd	90		
5010061	HMA Approach	Ton	19		
8030010	Detectable Warning Surface	Ft	10		
8030044	Sidewalk, Conc, 4 inch	Sft	7580		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
8030046	Sidewalk, Conc, 6 inch	Sft	800		
8032002	Curb Ramp, Conc, 6 inch	Sft	188		
8060030	Shared use Path, Grading	Ft	857		
8100371	Post, Steel, 3 pound	Ft	95		
8100402	Sign, Type III, Erect, Salv	Ea	1		
8100404	Sign, Type IIIA	Sft	3		
8100405	Sign, Type IIIB	Sft	35		
8110093	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	79		
8162001	Slope Restoration, Non-Freeway, Type A	Syd	1000		
8182328	Hh, Adj	Ea	1		
8230432	Gate Box, Adj, Case 2	Ea	3	\$	\$
8252146	Sanitary Structure Cover, Adj, Case 2	Ea	2	\$	\$
8152108	Liatris spicata, #1 cont.	Ea	27		
4030210	Dr Structure, 48 inch dia	Ea	1		
4067050	Dr Structure Cover, Type K, Remove, Salvage and Replace	Ea	1		
2030011	Dr Structure, Rem	Ea	1	\$	\$
Total of All Unit Price Bid Items					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

#### ARTICLE 6—PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. The retainage on payments due the Contractor shall be in accordance with applicable provisions of Michigan Act No. 524, Public Acts of 1980 and amendments thereto. The retainage shall be an amount equal to 10% of said estimate until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not

satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.

- B. Upon Substantial Completion of the Work, any amount retained may be paid to the Contractor, said amount to be paid upon receipt of consent from the Contractor's surety, complete with power of attorney as required, to release retainage to the Contractor. When the Work which cannot be completed because of weather conditions, lack of materials or other reasons, which in the judgement of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all times an amount sufficient to secure the completion of the Work.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of five (5) percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the Project Manual.
  6. Drawings listed on the attached sheet index.
  7. Addenda (numbers [number] to [number], inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractor's Bid,**
    - b. **Notice of Award**
    - c. **Attachment A**
    - d. **Attachment B**

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner: City of St. Johns

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

100 E State Street  
St. Johns, MI 48879

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## NOTICE TO PROCEED

Owner: City of St. Johns Owner's Project No.: \_\_\_\_\_  
Engineer: C2AE Engineer's Project No.: 22-0149  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Scott Road Multi-Use Trail Connector MNTRF #TF21-0145  
Contract Name: Scott Road Multi-Use Trail Connector MNTRF #TF21-0145  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: City of St. Johns  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>City of St. Johns</b> Mailing address <i>(principal place of business)</i> : <b>100 E State Street</b> <b>St. Johns, MI 48879</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Scott Road Multi-Use Trail Connector</b> <b>MNTRF #TF21-0145</b> <b>City of St. Johns</b> <b>Clinton County, MI</b> Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

## WARRANTY BOND

<b>Contractor</b> Name: _____ Address (principal place of business): _____	<b>Surety</b> Name: _____ Address (principal place of business): _____
<b>Owner</b> Name: <b>City of St. Johns</b> Address (principal place of business): <b>100 E State Street</b> <b>St. Johns, MI 48879</b>	<b>Construction Contract</b> Description (name and location): <b>Scott Road Multi-Use Trail Connector</b> <b>MNTRF #TF21-0145</b> <b>City of St. Johns</b> <b>Clinton County, MI</b> Contract Price: _____ Effective Date of Contract: _____  Contract's Date of Substantial Completion: <b>July 1, 2023</b>
<b>Bond</b> Bond Amount: _____ Date of Bond: _____  Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until _____ years after such Substantial Completion.	
Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
  - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 8.4. *Substantial Completion*—As defined in the Construction Contract.
  - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **None**

## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>City of St. Johns</b> Mailing address <i>(principal place of business)</i> : <b>100 E State Street</b> <b>St. Johns, MI 48879</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Scott Road Multi-Use Trail Connector</b> <b>MNTRF #TF21-0145</b> <b>City of St. Johns</b> <b>Clinton County, MI</b> Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;



- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**



# BID TABULATION

Scott Road Multi-Use Trail Connector

City of St. Johns

St.. Johns, MI 48879

December 14, 2023

Item	Description	Unit	Quant.	C&D Hughes, Inc		The Isabella Corporation		Leavitt & Starck Excavating		Youngstrom Contracting	
				Cost	Total	Cost	Total	Cost	Total	Cost	Total
1100001	Mobilization, Max \$27,600	LSUM	1	\$27,600.00	\$27,600.00	\$27,600.00	\$27,600.00	\$25,000.00	\$25,000.00	\$19,863.60	\$19,863.60
2030005	Culv, End, Rem, Less than 24 inch	Ea	1	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$375.00	\$375.00	\$300.00	\$300.00
2030011	Dr Structure, Rem	Ea	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$475.00	\$475.00	\$500.00	\$500.00
2040020	Curb and Gutter, Rem	Ft	295	\$15.00	\$4,425.00	\$15.00	\$4,425.00	\$9.88	\$2,914.60	\$10.00	\$2,950.00
2040050	Pavt, Rem	Syd	346	\$25.00	\$8,650.00	\$15.00	\$5,190.00	\$8.42	\$2,913.32	\$10.00	\$3,460.00
2040055	Sidewalk, Rem	Syd	59	\$20.00	\$1,180.00	\$15.00	\$885.00	\$8.50	\$501.50	\$10.00	\$590.00
2050023	Granular Material, CI II	Cyd	3	\$200.00	\$600.00	\$150.00	\$450.00	\$188.00	\$564.00	\$100.00	\$300.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	10	\$100.00	\$1,000.00	\$175.00	\$1,750.00	\$78.50	\$785.00	\$75.00	\$750.00
2080036	Erosion Control, Silt Fence	Ft	2,000	\$2.00	\$4,000.00	\$8.00	\$16,000.00	\$1.93	\$3,860.00	\$1.00	\$2,000.00
3010002	Subbase, CIP	Cyd	275	\$45.00	\$12,375.00	\$75.00	\$20,625.00	\$41.57	\$11,431.75	\$18.00	\$4,950.00
3020016	Aggregate Base, 6 inch	Syd	90	\$30.00	\$2,700.00	\$25.00	\$2,250.00	\$32.44	\$2,919.60	\$10.00	\$900.00
3020030	Aggregate Base, 12 inch	Syd	22	\$100.00	\$2,200.00	\$50.00	\$1,100.00	\$75.13	\$1,652.86	\$20.00	\$440.00
3062000	Driveway Maintenance, Commercial	Ea	4	\$500.00	\$2,000.00	\$950.00	\$3,800.00	\$716.00	\$2,864.00	\$200.00	\$800.00
4012020	Culv End Sect 12 inch, Grate	Ea	1	\$2,000.00	\$2,000.00	\$550.00	\$550.00	\$477.65	\$477.65	\$750.00	\$750.00
4017050	_ Culv, CI A, 12 inch 90 deg bend	Ea	1	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$347.27	\$347.27	\$500.00	\$500.00
4020033	Sewer, CI A, 12 inch, Tr Det B	Ft	43	\$150.00	\$6,450.00	\$125.00	\$5,375.00	\$83.39	\$3,585.77	\$75.00	\$3,225.00
4030006	Dr Structure Cover, Adj, Case 2	Ea	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$432.00	\$432.00	\$300.00	\$300.00
4030040	Dr Structure Cover, Type G	Ea	1	\$600.00	\$600.00	\$1,100.00	\$1,100.00	\$503.50	\$503.50	\$500.00	\$500.00
4030050	Dr Structure Cover, Type K	Ea	1	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$901.00	\$901.00	\$1,000.00	\$1,000.00
4030200	Dr Structure, 24 inch dia	Ea	1	\$2,200.00	\$2,200.00	\$4,500.00	\$4,500.00	\$1,659.75	\$1,659.75	\$2,500.00	\$2,500.00
4030210	Dr Structure, 48 inch dia	Ea	1	\$3,200.00	\$3,200.00	\$6,500.00	\$6,500.00	\$2,811.60	\$2,811.60	\$3,500.00	\$3,500.00
4030312	Dr Structure, Tap, 12 inch	Ea	1	\$500.00	\$500.00	\$850.00	\$850.00	\$220.00	\$220.00	\$300.00	\$300.00
5010005	HMA Surface, Rem	Syd	155	\$25.00	\$3,875.00	\$15.00	\$2,325.00	\$18.80	\$2,914.00	\$10.00	\$1,550.00
5010025	Hand Patching	Ton	25	\$250.00	\$6,250.00	\$500.00	\$12,500.00	\$441.70	\$11,042.50	\$200.00	\$5,000.00
5010061	HMA Approach	Ton	19	\$500.00	\$9,500.00	\$500.00	\$9,500.00	\$441.70	\$8,392.30	\$300.00	\$5,700.00
6030005	Cement	Ton	5	\$150.00	\$750.00	\$300.00	\$1,500.00	\$25.00	\$125.00	\$50.00	\$250.00



8010005	Driveway, Nonreinf Conc, 6 inch	Syd	90	\$43.00	\$3,870.00	\$58.50	\$5,265.00	\$113.10	\$10,179.00	\$55.00	\$4,950.00
8020016	Curb and Gutter, Conc, Det B2	Ft	73	\$29.00	\$2,117.00	\$40.00	\$2,920.00	\$49.20	\$3,591.60	\$35.00	\$2,555.00
8020038	Curb and Gutter, Conc, Det F4	Ft	96	\$27.00	\$2,592.00	\$32.00	\$3,072.00	\$41.20	\$3,955.20	\$30.00	\$2,880.00
8030010	Detectable Warning Surface	Ft	72	\$40.00	\$2,880.00	\$50.00	\$3,600.00	\$54.20	\$3,902.40	\$50.00	\$3,600.00
8030030	Curb Ramp Opening, Conc	Ft	82	\$29.00	\$2,378.00	\$40.00	\$3,280.00	\$41.20	\$3,378.40	\$35.00	\$2,870.00
8030044	Sidewalk, Conc, 4 inch	Sft	18,470	\$4.20	\$77,574.00	\$5.25	\$96,967.50	\$6.70	\$123,749.00	\$4.50	\$83,115.00
8030046	Sidewalk, Conc, 6 inch	Sft	1,780	\$5.00	\$8,900.00	\$6.50	\$11,570.00	\$10.40	\$18,512.00	\$6.00	\$10,680.00
8032002	Curb Ramp, Conc, 6 inch	Sft	988	\$6.00	\$5,928.00	\$9.75	\$9,633.00	\$11.10	\$10,966.80	\$9.00	\$8,892.00
8060030	Shared use Path, Grading	Ft	2,057	\$35.00	\$71,995.00	\$32.50	\$66,852.50	\$15.00	\$30,855.00	\$10.00	\$20,570.00
8100371	Post, Steel, 3 pound	Ft	269	\$11.00	\$2,959.00	\$11.00	\$2,959.00	\$11.55	\$3,106.95	\$5.00	\$1,345.00
8100380	Post, Wood, 4 inch by 6 inch	Ft	32	\$46.00	\$1,472.00	\$46.00	\$1,472.00	\$48.30	\$1,545.60	\$20.00	\$640.00
8100396	Sign, Type II, Erect, Salv	Ea	2	\$75.00	\$150.00	\$75.00	\$150.00	\$78.75	\$157.50	\$100.00	\$200.00
8100397	Sign, Type II, Rem	Ea	2	\$30.00	\$60.00	\$30.00	\$60.00	\$31.50	\$63.00	\$100.00	\$200.00
8100402	Sign, Type III, Erect, Salv	Ea	3	\$75.00	\$225.00	\$75.00	\$225.00	\$78.75	\$236.25	\$100.00	\$300.00
8100403	Sign, Type III, Rem	Ea	3	\$30.00	\$90.00	\$30.00	\$90.00	\$31.50	\$94.50	\$100.00	\$300.00
8100404	Sign, Type IIIA	Sft	8	\$21.00	\$168.00	\$21.00	\$168.00	\$22.05	\$176.40	\$35.00	\$280.00
8100405	Sign, Type IIIB	Sft	70	\$21.00	\$1,470.00	\$21.00	\$1,470.00	\$22.05	\$1,543.50	\$25.00	\$1,750.00
8110093	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	598	\$3.30	\$1,973.40	\$3.30	\$1,973.40	\$3.47	\$2,075.06	\$2.00	\$1,196.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	100	\$12.95	\$1,295.00	\$12.95	\$1,295.00	\$13.60	\$1,360.00	\$5.00	\$500.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	4	\$75.00	\$300.00	\$73.20	\$292.80	\$76.86	\$307.44	\$115.00	\$460.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	4	\$5.00	\$20.00	\$3.05	\$12.20	\$3.20	\$12.80	\$10.00	\$40.00
8120026	Pedestrian Type II Barricade, Temp	Ea	3	\$65.00	\$195.00	\$63.20	\$189.60	\$66.36	\$199.08	\$45.00	\$135.00
8120100	Dust Palliative, Applied	Ton	5	\$1.00	\$5.00	\$385.00	\$1,925.00	\$498.75	\$2,493.75	\$1.00	\$5.00
8120140	Lighted Arrow, Type C, Furn	Ea	4	\$370.00	\$1,480.00	\$366.00	\$1,464.00	\$384.30	\$1,537.20	\$485.00	\$1,940.00
8120141	Lighted Arrow, Type C, Oper	Ea	4	\$61.00	\$244.00	\$61.00	\$244.00	\$64.05	\$256.20	\$25.00	\$100.00
8120170	Minor Traf Devices	LSUM	1	\$15,000.00	\$15,000.00	\$24,000.00	\$24,000.00	\$11,785.00	\$11,785.00	\$3,000.00	\$3,000.00
8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	342	\$1.75	\$598.50	\$1.75	\$598.50	\$1.84	\$629.28	\$1.00	\$342.00
8120211	Pavt Mrkg, Longit, Greater than 6 inch Width, Rem	Ft	86	\$3.25	\$279.50	\$3.25	\$279.50	\$3.41	\$293.26	\$1.00	\$86.00
8120252	Plastic Drum, Fluorescent, Furn	Ea	200	\$25.70	\$5,140.00	\$25.62	\$5,124.00	\$26.90	\$5,380.00	\$15.05	\$3,010.00
8120253	Plastic Drum, Fluorescent, Oper	Ea	200	\$1.25	\$250.00	\$1.22	\$244.00	\$1.28	\$256.00	\$1.00	\$200.00
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	752	\$3.70	\$2,782.40	\$3.66	\$2,752.32	\$3.84	\$2,887.68	\$4.65	\$3,496.80
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	752	\$0.40	\$300.80	\$0.36	\$270.72	\$0.38	\$285.76	\$0.55	\$413.60
8120370	Traf Regulator Control	LSUM	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
8150390	Asclepias incarnata, #1 cont.	Ea	8	\$47.00	\$376.00	\$47.00	\$376.00	\$49.35	\$394.80	\$23.00	\$184.00
8150403	Asclepias tuberosa, #1 cont.	Ea	21	\$47.00	\$987.00	\$47.00	\$987.00	\$49.35	\$1,036.35	\$18.00	\$378.00



8150416	Aster novae-angliae 'Purple Dome', #1 cont.	Ea	16	\$47.00	\$752.00	\$47.00	\$752.00	\$49.35	\$789.60	\$20.00	\$320.00
8150808	Cercis canadensis, tree form, 2 inch	Ea	2	\$840.00	\$1,680.00	\$840.00	\$1,680.00	\$882.00	\$1,764.00	\$450.00	\$900.00
8150820	Chasmanthium latifolium, #2 cont.	Ea	16	\$53.00	\$848.00	\$53.00	\$848.00	\$55.65	\$890.40	\$35.00	\$560.00
8150887	Coreopsis grandiflora 'Baby Sun', #1 cont.	Ea	20	\$48.00	\$960.00	\$48.00	\$960.00	\$50.40	\$1,008.00	\$15.00	\$300.00
8151268	Echinacea purpurea, #1 cont.	Ea	20	\$47.00	\$940.00	\$47.00	\$940.00	\$49.35	\$987.00	\$30.00	\$600.00
8151381	Eupatorium maculatum, #1 cont.	Ea	8	\$47.00	\$376.00	\$47.00	\$376.00	\$49.35	\$394.80	\$50.00	\$400.00
8151896	Ilex verticillata 'Winter Red' (female), #5 cont.	Ea	2	\$67.00	\$134.00	\$67.00	\$134.00	\$70.35	\$140.70	\$200.00	\$400.00
8151912	Ilex x 'Appollo' (male), #5 cont.	Ea	1	\$67.00	\$67.00	\$67.00	\$67.00	\$70.35	\$70.35	\$200.00	\$200.00
8151925	Itea virginica 'Henry's Garnet', #5 cont.	Ea	3	\$70.00	\$210.00	\$70.00	\$210.00	\$73.50	\$220.50	\$100.00	\$300.00
8152108	Liatris spicata, #1 cont.	Ea	27	\$46.00	\$1,242.00	\$46.00	\$1,242.00	\$48.30	\$1,304.10	\$20.00	\$540.00
8152444	Monarda didyma 'Petite Delight', #2 cont.	Ea	25	\$54.00	\$1,350.00	\$54.00	\$1,350.00	\$56.70	\$1,417.50	\$20.00	\$500.00
8152449	Monarda didyma 'Raspberry Wine', #2 cont.	Ea	12	\$54.00	\$648.00	\$54.00	\$648.00	\$56.70	\$680.40	\$25.00	\$300.00
8152583	Panicum virgatum 'Shenandoah', #2 cont.	Ea	23	\$52.00	\$1,196.00	\$52.00	\$1,196.00	\$54.60	\$1,255.80	\$25.00	\$575.00
8153166	Rhus aromatica 'Gro-Low', #2 cont.	Ea	6	\$56.00	\$336.00	\$56.00	\$336.00	\$58.80	\$352.80	\$50.00	\$300.00
8153280	Rudbeckia fuldiga 'Goldsturm', #2 cont.	Ea	19	\$49.00	\$931.00	\$49.00	\$931.00	\$51.45	\$977.55	\$25.00	\$475.00
8153422	Sedum 'Autumn Joy', #2 cont.	Ea	31	\$49.00	\$1,519.00	\$49.00	\$1,519.00	\$51.45	\$1,594.95	\$20.00	\$620.00
8153527	Solidago riddellii, #2 cont.	Ea	12	\$54.00	\$648.00	\$54.00	\$648.00	\$56.70	\$680.40	\$20.00	\$240.00
8153645	Sporobolus heterolepis, #2 cont.	Ea	10	\$52.00	\$520.00	\$52.00	\$520.00	\$54.60	\$546.00	\$35.00	\$350.00
8157050	_ 6' Plaza Strap Metal Bench with Back, Matte Black	Ea	3	\$5,000.00	\$15,000.00	\$1,850.00	\$5,550.00	\$1,775.50	\$5,326.50	\$3,000.00	\$9,000.00
8157050	_ Baptisia australis #2 cont	Ea	11	\$60.00	\$660.00	\$60.00	\$660.00	\$63.00	\$693.00	\$35.00	\$385.00
8157050	_ Iris virginica bulb	Ea	72	\$46.00	\$3,312.00	\$46.00	\$3,312.00	\$48.30	\$3,477.60	\$12.00	\$864.00
8160025	Mulch 4" shredded hardwood	Syd	160	\$12.35	\$1,976.00	\$15.00	\$2,400.00	\$12.97	\$2,075.20	\$18.00	\$2,880.00
8160071	Topsoil Surface, Furn, LM 12"	Cyd	160	\$25.00	\$4,000.00	\$90.00	\$14,400.00	\$48.18	\$7,708.80	\$10.00	\$1,600.00
8162001	Slope Restoration, Non-Freeway, Type A	Syd	2,500	\$8.00	\$20,000.00	\$10.50	\$26,250.00	\$11.97	\$29,925.00	\$4.00	\$10,000.00
8167011	_ Engineered Rain Garden Planting Media	Syd	37	\$500.00	\$18,500.00	\$300.00	\$11,100.00	\$182.70	\$6,759.90	\$27.00	\$999.00
8182328	Hh, Adj	Ea	2	\$850.00	\$1,700.00	\$850.00	\$1,700.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00
8200240	Pedestrian Signal System, Accessible	Ea	1	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
8230095	Hydrant, Relocate, Case 1	Ea	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,140.50	\$5,140.50	\$2,500.00	\$2,500.00
8230432	Gate Box, Adj, Case 2	Ea	3	\$500.00	\$1,500.00	\$450.00	\$1,350.00	\$446.95	\$1,340.85	\$300.00	\$900.00
8252146	Sanitary Structure Cover, Adj, Case 2	Ea	2	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00	\$984.00	\$1,968.00	\$500.00	\$1,000.00
	TOTAL BASE BID				\$427,214.60		\$484,486.04		\$425,161.93		\$275,500.00

Bid Form, Addenda Acknowledged

X

X

X

X

Bid Bond

X

X

X

X

Attachment A

X

X

X

X

Indicates math error

Additional Bids Received

I certify that this is a true and correct tabulation of the bids received by City of St. Johns, St. Johns/Clinton County, Michigan on Thursday, December 14, 2023.

  
\_\_\_\_\_  
Robert Winks, PE

12/19/2023  
Date



December 22, 2023

Bill Schafer  
Parks and Recreation Director  
City of St. Johns  
100 E State St., Suite 1100  
St. Johns, MI 48879

Bill,

C2AE has reviewed all bids received on December 14, 2023 for the Scott Rd. Multi-Use Trail Connector. A total of four (4) contractors bid on this project.

YOUNGSTROM CONTRACTING INC was the lowest responsive bidder at \$275,000L, which is within approximately 88% of the Engineer's estimate of probable construction cost of \$312,537.00. We have reviewed the 3 references supplied by the bidder, and we see no reason not to award the project to YOUNGSTROM CONTRACTING INC.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Winks'.

Robert Winks  
Project Manager

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**January 22, 2024**

<b>Department: Parks and Recreation</b>	<b>Attachments:</b>
<b>Subject: 2021 Main City Park Improvement Grant</b>	[X] Bid Document [X] Bid Tabulation Sheet [X] Engineers Opinion
<b>Prepared by: Bill Schafer, Parks and Recreation Coordinator</b>	<b>Approved by: Chad A. Gamble, P.E. City Manager</b>

**SUMMARY/HIGHLIGHT:** On December 14, 2023, we had the bid opening for the work on the Main City Park Improvement Grant project. We had three companies that bid on the project, with bid amounts ranging from \$87,000 - \$209,501. The low bid was from Youngstrom Contracting, INC. The Michigan Department of Natural Resources requires us to have a minimum of three bidders for projects of this size and generally wants us to offer the project to the lowest bidder. We have submitted this information to the DNR and they have approve our selection of Youngstrom Contracting, LLC.

**BACKGROUND/DISCUSSION:** This grant was submitted in April of 2021 and was recommended, by the MDNR Trust Fund Board, for legislature approval. It was a proved and a grant agreement document was signed by the City and MDNR. As part of the grant agreement, we are given 2 years to complete the project. Extensions are granted by the DNR for projects that need them. Our goal is to have the project completed by the July 2024 deadline. If we can't meet the deadline, we will submit for an extension.

**STRATEGIC PLAN OBJECTIVE:**

Master Plan Goals and Objectives – Parks and Recreation

1. Provide safe, inclusive, community-based recreational opportunities that improve the overall quality of life for all St. Johns-area residents.
  
4. Enhance the quality of local neighborhoods through establishment and maintenance of quality neighborhood parks conveniently located to all City residents.
  
8. Promote healthy, active lifestyles through the St. Johns Parks and Recreation facilities and programs.

**FISCAL IMPACT:** The project dollar amount for the project, with contingencies, is \$111,342. This project is being partially funded by a \$49,900 grant from the DNR Trust Fund. City funds of \$61,442 will come from City ARPA funding. Money will come out of the line item 101-901-818.300. This is a 50% reimbursement grant.

**RECOMMENDATION:** City staff recommends the City Commission approve the contract with Youngstrom Contracting, Inc and authorize the City Mayor to sign.

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of St. Johns** (“Owner”) and [name of contracting entity] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improve accessibility at Main City Park by adding approximately 3,000-sqft. of concrete sidewalk, approximately 150 sq. yd. of hot mix asphalt parking, site grading, reconstruction of the sand volleyball court, restoration and other miscellaneous appurtenances.**

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Main City Park Improvements MNTRF #TF21-0149**

## **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained C2AE, **106 W Allegan St, Suite 500, Lansing, MI 48933** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by C2AE.

## **ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time Is Of The Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **July 1, 2023**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 15, 2023**.



4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization, 10% max	Lsum	1	\$	\$
2	Miscellaneous Removals (includes disposal)	Lsum	1	\$	\$
3	Site Grading	Lsum	1	\$	\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
4	Erosion Control, Inlet Protection, Fabric Drop	Ea	2	\$	\$
5	Erosion Control, Silt Fence	Ft	535	\$	\$
6	21AA Aggregate Base, 10" CIP	Syd	190	\$	\$
7	HMA, 5EL	Ton	20	\$	\$
8	HMA, 4EL	Ton	30	\$	\$
9	6" Concrete Pavement	Sft	245	\$	\$
10	Thickened Edge Concrete Sidewalk	Sft	990	\$	\$
11	Sidewalk, Conc, 4 inch	Sft	1750	\$	\$
12	Player Bench (alum)	Ea	2	\$	\$
13	Picnic Table	Ea	1	\$	\$
14	Bleachers (4-row)	Ea	1	\$	\$
15	Barrier Free Parking Markings/Signage	Lsum	1	\$	\$
16	Pavt Mrkg, Waterborne, 4 inch, Yellow	Lsum	1	\$	\$
17	Concrete Parking Block	Ea	9	\$	\$
18	Trash Receptacle	Ea	2	\$	\$
19	Restoration (4" Topsoil, Seed and Mulch)	Syd	1850	\$	\$
20	Volleyball Court Complete (Materials, Equipment and Installation)	Lsum	1	\$	\$
21	ADA Drinking Fountain with Pet Bowl	Ea	1	\$	\$
Total of All Unit Price Bid Items					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

#### ARTICLE 6—PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. The retainage on payments due the Contractor shall be in accordance with applicable provisions of Michigan Act No. 524, Public Acts of 1980 and amendments thereto. The retainage shall be an amount equal to 10% of said estimate until 50% of the Work has been

completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.

- B. Upon Substantial Completion of the Work, any amount retained may be paid to the Contractor, said amount to be paid upon receipt of consent from the Contractor's surety, complete with power of attorney as required, to release retainage to the Contractor. When the Work which cannot be completed because of weather conditions, lack of materials or other reasons, which in the judgement of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all times an amount sufficient to secure the completion of the Work.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of five (5) percent per annum.

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the Project Manual.
  6. Drawings listed on the attached sheet index.
  7. Addenda (numbers [number] to [number], inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. **Contractor's Bid**
    - b. **Notice of Award**

- c. **Attachment A**
  - d. **Attachment B**
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner: City of St. Johns

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

100 E State Street  
St. Johns, MI 48879

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## NOTICE TO PROCEED

Owner: City of St. Johns Owner's Project No.: \_\_\_\_\_  
Engineer: C2AE Engineer's Project No.: 22-0149  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Main City Park Improvements MNTRF #TF21-0149  
Contract Name: Main City Park Improvements MNTRF #TF21-0149  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: City of St. Johns  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>City of St. Johns</b> Mailing address <i>(principal place of business)</i> : <b>100 E State Street</b> <b>St. Johns, MI 48879</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>Main City Park Improvements</b> <b>MNTRF #TF21-0149</b> <b>City of St. Johns</b> <b>Clinton County, MI</b> Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

## WARRANTY BOND

<b>Contractor</b> Name: _____ Address ( <i>principal place of business</i> ): _____	<b>Surety</b> Name: _____ Address ( <i>principal place of business</i> ): _____
<b>Owner</b> Name: <b>City of St. Johns</b> Address ( <i>principal place of business</i> ): <b>100 E State Street</b> <b>St. Johns, MI 48879</b>	<b>Construction Contract</b> Description ( <i>name and location</i> ): <b>Main City Park Improvements</b> <b>MNTRF #TF21-0149</b> <b>City of St. Johns</b> <b>Clinton County, MI</b> Contract Price: _____ Effective Date of Contract: _____  Contract's Date of Substantial Completion: <b>July 1, 2023</b>
<b>Bond</b> Bond Amount: _____ Bond Period: Commencing 364 days after Date of Bond: _____ Substantial Completion of the Work under the Construction Contract, and continuing until Modifications to this Bond form: _____ <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9 years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

EJCDC® C-612, Warranty Bond.

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and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
  - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 8.4. *Substantial Completion*—As defined in the Construction Contract.
  - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **None**

## PAYMENT BOND

<b>Contractor</b> Name: _____ Address ( <i>principal place of business</i> ): _____	<b>Surety</b> Name: _____ Address ( <i>principal place of business</i> ): _____
<b>Owner</b> Name: <b>City of St. Johns</b> Mailing address ( <i>principal place of business</i> ): <b>100 E State Street</b> <b>St. Johns, MI 48879</b>	<b>Contract</b> Description ( <i>name and location</i> ): <b>Main City Park Improvements</b> <b>MNTRF #TF21-0149</b> <b>City of St. Johns</b> <b>Clinton County, MI</b> Contract Price: _____ Effective Date of Contract: _____
<b>Bond</b> Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;



- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

# BID TABULATION

Main City Park Improvements  
 City of St. Johns  
 St. Johns, MI 48879  
 December 14, 2023

Item	Description	Unit	Quant.	Leavitt & Starck Excavating 16220 National Parkway Lansing, MI 48906		Miller Brothers Excavating 3026 W M-21 St. Johns, MI 48879		Youngstrom Contracting, Inc. 519 W. Sprague St Ionia, MI 48846	
				Cost	Total	Cost	Total	Cost	Total
1	Mobilization, 10% max	LS	1	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$4,440.00	\$4,440.00
2	Site Grading	LS	1	\$47,278.50	\$47,278.50	\$46,985.00	\$46,985.00	\$10,000.00	\$10,000.00
3	Erosion Control, Inlet Protection, Fabric Drop	EA	2	\$147.40	\$294.80	\$150.00	\$300.00	\$50.00	\$100.00
4	Erosion Control, Silt Fence	FT	200	\$3.23	\$646.00	\$12.55	\$2,510.00	\$1.00	\$200.00
5	21AA Aggregate Base, 8" CIP	SYD	105	\$81.45	\$8,552.25	\$63.57	\$6,674.85	\$15.00	\$1,575.00
6	HMA, 5EL (1-1/2" lift)	TON	10	\$518.70	\$5,187.00	\$605.00	\$6,050.00	\$300.00	\$3,000.00
7	HMA, 4EL (1-1/2" lift)	TON	10	\$518.70	\$5,187.00	\$605.00	\$6,050.00	\$300.00	\$3,000.00
8	6" Concrete Pavement	SFT	305	\$16.80	\$5,124.00	\$17.38	\$5,300.90	\$8.00	\$2,440.00
9	Concrete Sidewalk Along HMA	SFT	510	\$17.06	\$8,700.60	\$14.65	\$7,471.50	\$7.00	\$3,570.00
10	Sidewalk, Conc, 4 inch	SFT	575	\$12.34	\$7,095.50	\$14.65	\$8,423.75	\$7.00	\$4,025.00
11	Barrier Free Parking Markings/Signage	LS	1	\$2,100.00	\$2,100.00	\$800.00	\$800.00	\$750.00	\$750.00
12	Pavt Mrkg, Waterborne, 4 inch, Yellow	LS	1	\$997.50	\$997.50	\$1,100.00	\$1,100.00	\$500.00	\$500.00
13	Restoration (4" Topsoil, Seed and Mulch)	SYD	2,100	\$12.07	\$25,347.00	\$4.99	\$10,479.00	\$4.00	\$8,400.00
14	Volleyball Court Complete (Materials, Equipment and Installation)	LS	1	\$56,306.00	\$56,306.00	\$28,706.00	\$28,706.00	\$40,000.00	\$40,000.00
15	ADA Drinking Fountain (Deductive Alternate No.1)	EA	1	\$16,685.00	\$16,685.00	\$10,250.00	\$10,250.00	\$5,000.00	\$5,000.00
	TOTAL BASE BID				\$209,501.15		\$147,101.00		\$87,000.00

Bid Form, Addenda Acknowledged	x	x	x
Bid Bond	x	x	x
Attachment A	x	x	x

Indicates math error

Additional Bids Received

I certify that this is a true and correct tabulation of the bids received by City of St. Johns, St. Johns/Clinton County, Michigan on Thursday, December 14, 2023.

  
 \_\_\_\_\_  
 Robert Winks, PE  
 12/19/2023  
 Date



December 22, 2023

Bill Schafer  
Parks and Recreation Director  
City of St. Johns  
100 E State St., Suite 1100  
St. Johns, MI 48879

Bill,

C2AE has reviewed all bids received on December 14, 2023 for the Main City Park Improvements. A total of four (3) contractors bid on this project.

YOUNGSTROM CONTRACTING INC. was the lowest responsive bidder at \$87,000.00, which is within approximately 80.5% of the Engineer's estimate of probable construction cost of \$107,982.00. We have reviewed the 3 references supplied by the bidder, and we see no reason not to award the project to YOUNGSTROM. CONTRACTING INC

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Winks'.

Robert Winks  
Project Manager