

Gregg
Miller
Nash

BEAR CREEK
INTER-COUNTY DRAINAGE BOARD
JULY 15, 2020
10:00 A.M.
AGENDA

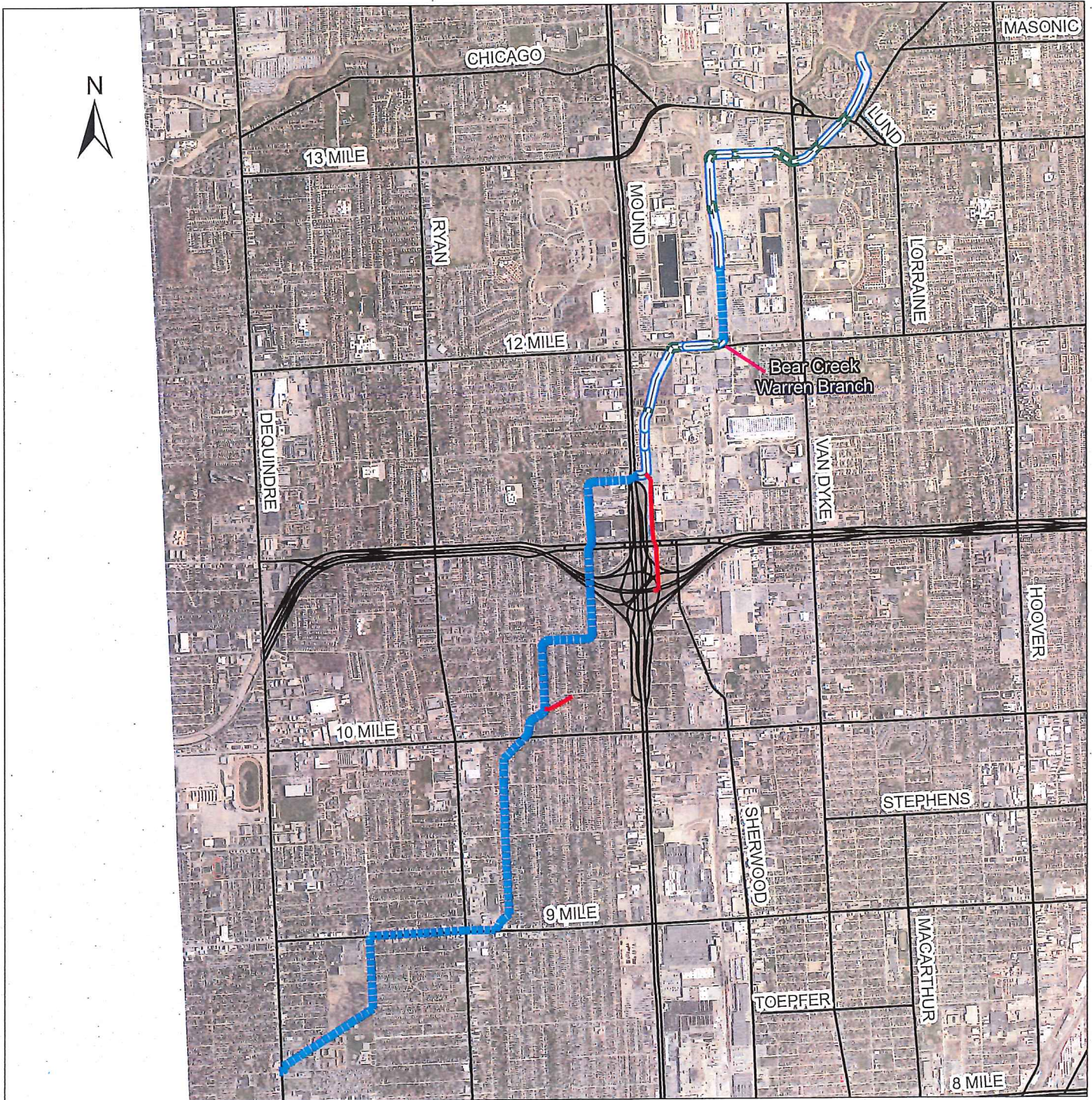
NOTE: THIS MEETING WILL BE HELD BY TELECONFERENCE

Call in Number: 1-408-418-9388
Access Code: 129 267 0112

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda	
3. Approval of Minutes of meeting of June 23, 2020	3
4. Public Participation	
5. Project Updates – Jeff Bednar/Tom Stockel	
6. Delineation Proposal - Spicer Group - Jeff Bednar	6
Motion: To approve the proposal from Spicer Group to help determine the Bear Creek Drain and branches established route and course at a not to exceed cost of \$8,200.	
7. Financial Update – Bruce Manning	14
8. Old Business	
9. New Business	
10. Adjourn	

BEAR CREEK DRAIN (INTER COUNTY)

CENTERLINE/WARREN/OAKLAND COUNTY



Legend



Drain Length (Feet/Miles):
54,012.44 / 10.23

- | Enclosed Gravity | Open Channel |
|--|--------------|
| — < 60" Dia | Ditch |
| >= 60" Dia | Pond |
| Culvert | |



A meeting of the Inter-County Drainage Board for the **BEAR CREEK DRAIN** was held via telephone conference per the State of Michigan Executive Order due to the COVID-19 pandemic, on June 23, 2020.

PRESENT: Michael Gregg, Chairman
Michigan Department of Agriculture & Rural Development

Candice Miller, Secretary
Macomb County Public Works Commissioner

Jim Nash, Member
Oakland County Water Resources Commissioner

ALSO PRESENT: Anne Vaara, Chief Deputy, Steve Korth, P.E., Manager, Office of Oakland County Water Resources Commissioner; Jeff Bednar P.E., Environmental Resources Manager, Bruce Manning, Financial Manager, Tom Stockel, Construction Engineer, Kellie Kource, Drain Account Specialist, Stephen Downing, Construction & Maintenance Manager, Karen Czernel, Deputy, Macomb County Public Works; Stephen Saph Jr., Insurance Broker

The Chairman called the meeting to order at 10:50 a.m.

A motion was made by Ms. Miller, supported by Mr. Nash to approve the agenda as presented.

Adopted: YEAS: 3
NAYS: 0

The minutes of the meeting of January 28, 2020 were presented. A motion was made by Mr. Nash, supported by Ms. Miller to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The meeting was open to public participation, then closed, there being no comments from the public.

Mr. Bednar updated the Board that we do not have any confirmation since our last meeting from General Motors that they are proceeding with our project.

There is an option for someone to purchase the property outside of Detroit Arsenal where we dug up the manhole. They are producing site plans to develop along the site, and our standards should help prevent the manhole from being covered again.

Mr. Stockel updated the Board that the BP gas station cleanup has gone well. We have been inspecting it once per week. The property owner has to complete a final assessment report by July 14, 2020. We will receive a copy of the report that will detail the time and amount of samples taken. We will continue to monitor it for the foreseeable future.

Mr. Bednar updated the Board that there are two projects being considered for Mound Road. One is with Red Run and Big Beaver Creek, with the other potential project is along Plumbrook. They are looking at supplemental environmental projects to compensate for increased imperviousness

along Mound Road. We request that they do a water quality capture at those locations at any point of discharge into our drains.

A motion was made by Mr. Nash, supported by Ms. Miller to receive and file the project update by Mr. Bednar.

Adopted: YEAS: 3
NAYS: 0

Candice Miller left the board meeting and Karen Czernel stepped in as voting board member.

Mr. Saph updated the board that the renewal of the general liability insurance limits of liability, retention and carrier are the same as the expiring term. The premium, including terrorism on this account is \$74,025 with \$1,908 reflects terrorism coverage. The renewal is up 1.74%.

A motion was made by Mr. Nash supported by Ms. Czernel to approve the general liability insurance coverage renewal with Argonaut Insurance Company in the amount of \$74,025 (Bear Creek share \$35,393).

Adopted: YEAS: 3
NAYS: 0

The Chairman presented the invoices totaling \$8,198.75 as provided to the Board for review and approval.

A motion was made by Mr. Nash, supported by Ms. Czernel to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0

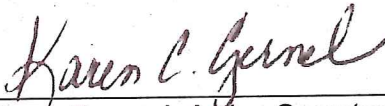
A motion was made by Ms. Czernel, supported by Mr. Nash to receive and file the financial report presented by Mr. Manning.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Nash, supported by Ms. Czernel that the meeting of the Bear Creek Inter-County Drainage Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

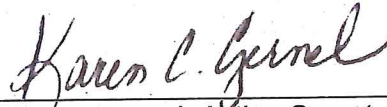
The meeting was adjourned at approximately 11:08 a.m.



Karen Czernel, Acting Secretary
Bear Creek Inter-County Drainage Board

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Inter-County Drainage Board for the Drainage District shown on the attached set of Minutes, on June 23, 2020. The original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Karen Czernel, Acting Secretary
Bear Creek Inter-County Drainage Board

DATED: 6/23/2020



June 11, 2020

Stacy Hissong, Esq.
Fahey Schultz Burzych Rhodes
4151 Okemos Road
Okemos, MI 48864

RE: Bear Creek Intercounty Drain
Legal Review Assistance

Ms. Hissong,

At the request of your office, we propose to provide professional services to assist your office with the legal review of Bear Creek Intercounty Drain. The following letter agreement outlines our understanding of the project and our proposed scope of work.

Project Understanding

It is our understanding that FSBR was retained by the Bear Creek Intercounty Drain Drainage Board to complete a legal review of the Bear Creek Intercounty Drain. The Bear Creek Intercounty Drain was established under Chapter 21 of the Michigan Drain Code of 1956. At this time, a preliminary draft of the legal opinion for the drain has been prepared; however, FSBR is requesting assistance reviewing historical records to accurately determine the established route and course of the Bear Creek Intercounty Drain.

The following letter outlines our proposed scope of services to assist your office with finalizing your legal review and determining the established route and course of the Bear Creek Intercounty Drain. The proposed scope of services is based on our understanding of the project and the preliminary legal opinion provided to us by your office.

Scope of Services

Our proposed scope of services for providing assistance to your office includes the following:

TASK 1 – Legal Review Assistance

1. We understand that all pertinent historical records have been identified and will be provided to us digitally. Based upon the draft legal opinion, there are 35 sets of pertinent drain documents, primarily from historical construction plans and associated change orders. We will perform a cursory review of the pertinent historical documents to determine the documents that need to be drafted. The following is a summary of the documents identified in the draft legal opinion:

- Bear Creek Intercounty Drain: 23 documents
- Bear Creek Enclosure Drain: 3 documents
- Bear Creek – Warren Branches #2 Drain: 2 documents
- Bear Creek – Warren Branches Drain: 2 documents
- Bear Creek 12 Mile Enclosure: 1 document
- Bear Creek GM Enclosure Drain: 3 documents
- Bear Creek Extension Intercounty Drain: 1 document

June 11, 2020

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2. We anticipate it will be necessary to draft approximately 20 percent of the documents provided to accurately determine the route and course of the drain. We will draft each of the relevant documents and prepare a map showing each route. We have budgeted for an hour in a half to draft each document.
3. Based in the records drafted, we will identify what we have determined to be the historical route and course for the Bear Creek Intercounty Drain.
4. Once the route has been mapped, we will attend a meeting with the Bear Creek Intercounty Drain Drainage Board to review the map and drain's legal opinion.

Fee Structure

Our estimated fee for the above-described work is \$8,200. Our fees are based on our standard hourly rates; therefore, invoices will be for actual hours of service provided on this project. Our estimated fees on this project are based upon our experience with the actual time required on previous projects of this type. We will submit monthly invoices to you for services furnished and for any reimbursable expenses during each phase of the authorized work.

We have calculated these fees based on our current understanding of the project. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes, or if our understanding was incorrect, we will notify you and discuss with you the option of further adjusting the amount of the fee or adjusting the scope of services.

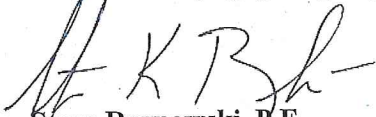
Attached to this letter is a copy of our general conditions for our services which are part of this agreement. If this contract meets with your approval, please acknowledge your approval by signing and returning it to our office. We deeply appreciate your confidence in our firm and we are looking forward to continue working with you on this project.

June 11, 2020
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Sincerely,



Rodney Velez, P.E.
Principal
Cell: (989) 928-8036
mailto: rodneyv@spicergroup.com



Steve Roznowski, P.E.
Project Manager
Cell: (989) 415-3317
mailto: stever@spicergroup.com

SPICER GROUP, INC
125 Helle Blvd., Suite 2
Dundee, MI 48131
Phone: (734) 823-3308

Encl.: Fee Proposal
Spicer Group General Conditions

C: SGI File #128737PR2020
SMC, Accounting

L:\Proj2020\128737PR2020 - Macomb County Legal Review Assistance\Project Management\General\Bear Creek Intercounty Drain\Bear Creek Intercounty Drain Legal Review Assistance_LOA_20200611.docx

Above proposal accepted and approved by Owner:

By: _____
Stacy Hissong, Esq.
Member, Fahey Schultz Burzych Rhodes

Date: _____



Professional Engineering Services
Bear Creek Intercounty Drain Legal Review Assistance
Summary of Estimated Hours and Cost
6/2020

Task Description	Sr. Project Manager		Project Manager		Design Engineer		Total Hours	Summary Task Costs	
	Rodney	Yelez	Steve	Roznowski	Ryan	Roggie			
BASE PROPOSAL									
Legal Review Assistance									
1 Obtain and review historical documents from MCPWC, OCWRC, and MDARD Offices			2		18		20	\$2,808.00	
2.A Draft route and course based on 7 pertinent documents			2		14		16	\$2,268.00	
2.B Prepare preliminary rainbow map for the Bear Creek Intercounty Drain	1		1		6		8	\$1,214.00	
3 Finalize the map to show historical route & course	1		1		3		5	\$809.00	
4 Attend meeting with the Bear Creek Intercounty Drain Drainage Board			3		4		7	\$1,107.00	
<hr/>									
			2	9	45		56		
Base Scope Total Hours									
Base Scope Study Fee	\$430		\$1,701		\$6,075		\$8,206		
Percent Involvement	3.6%		16.1%		80.4%		100.0%		
								SGI Hourly	\$146.54

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due, upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

3.2 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.3 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.6 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.7 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.8 Buried Utilities. OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

YTD Trial Balance
Fund: Bear Creek Combined
As of Fiscal Period: Oct 1, 2019-June 30, 2020

	O&M Balance 9/30/2019	O&M	Total 6/30/2020
Cash - Operating	1,041,761	(63)	1,041,698
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		13,758	13,758
Expenditures		13,821	13,821
Equity	1,041,761		1,041,698
		Less possible Spicer Contract	(8,206)
		Net	<u>1,033,492.32</u>