

**COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS'**

**HEALTH, SAFETY & GROUNDS COMMITTEE
AGENDA**

Thursday, May 11, 2023

4:00 p.m.

**Osceola County Administration Building
602 W. Upton Ave., Reed City, Michigan**

- 1. Meeting Called to Order by Chairperson.**
- 2. Additions or Deletions to the Agenda – Approval of the Agenda.**
- 3. Brief Public Comments (Three Minute Limit).**
- 4. Employee/Board Comments.**
- 5. Consider Approval of the Minutes of March 21, 2023.**
- 6. Old Business:**
 - A. E.M.S. Evert Station Design - Kram Construction.**
- 7. New Business:**
 - A. C.O.A. Hersey RFP Commercial Kitchen Bid Results.**
 - B. C.O.A. Hersey RFP Walking Track / Parking Lot Bid Results.**
 - C. Sheriff Mental Health Transports.**
 - D. Courthouse Air Conditioning.**
- 8. Employee/Board Comments.**
- 9. Extended Public Comments (Six Minute Limit).**
- 10. Adjournment.**

Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT:

The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.

If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Administrator/Controller at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.

COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
HEALTH, SAFETY & GROUNDS COMMITTEE
MINUTES
March 21, 2023

The meeting was called to order by Chairperson Turner at 1:10 p.m. at the Osceola County Administration Building in Reed City, MI.

Members Present: Commissioners David Turner, Mark Gregory and Jim Custer
Members Absent: None
Others: Tim Ladd-County Administrator/Controller, Steve Young-E.M.S. Director, Jeremy Andres-Jail Administrator, Jeff LaPlante-Community Corrections Director, Val Delamater-Equalization Director, Heather Gray-Register of Deeds, Judge Kimberly Booher, Brad Halladay-Maintenance Supervisor, JT Burgess-Technology Coordinator, Tony Badovinac-Prosecutor, Heather Streicher-Probate/Family Court Administrator and Kram Construction.

Additions or Deletions: None

Agenda: Motion by Commissioner Gregory, seconded by Commissioner Custer to approve the agenda. Motion carried unanimously.

Public Comments: None
Employee Comments: None

Minutes: Motion by Commissioner Custer, seconded by Commissioner Gregory to approve the minutes of March 2, 2023. Motion carried unanimously.

Old Business:

E.M.S. Evart Station - Kram Construction gave a presentation on the proposed E.M.S. Station in Evart.

Recommendation by Commissioner Custer, seconded by Commissioner Gregory to accept the RFP from KRAM Construction and Design to provide engineering and design for the E.M.S. Station in Evart. Recommendation unanimously carried.

Discussion on design ideas and Q & A with Kram Construction and Design was held: slab over grade versus building on a basement, size of crew quarters and design lay out, options on durable floor covering, epoxy versus polished concrete pros and cons.

New Business:

Courthouse Security - Discussion held on the employee east entrance. Commissioner Gregory suggests adding fire push bars to both doors with key fob for entrance and exit on one door. Employees will still be able to enter and exit through the current employee east entrance. Brad Halladay discussed the project in more detail and states each push bar is approximately \$450.00. The committee approves this project. Brad updated the committee that security is being updated with a monitor and a camera will be added to the east door as well. Commissioner Turner asked Brad when the key fob would be completed. Brad states by this Friday.

Recommendation by Commissioner Gregory, seconded by Commissioner Custer to install push bars on both east doors and install exit / entrance key fob to be used by county employees. Recommendation unanimously carried.

Heather Gray informed the group that her office donated a wireless phone to security and questioned if the court bailiff could have a phone installed in his area as well. JT Burgess stated he will look into it. Also, discussion was held on adding a camera to the court bailiff's office. Brad and JT will look into this option.

Other Business: None

Employee/Board Comments: None
Extended Public Comments: None

Motion by Commissioner Custer, seconded by Commissioner Gregory to adjourn at 2:40 p.m. Motion was unanimously approved.

Respectfully submitted,
Tim Ladd
County Administrator/Controller

OSCEOLA COUNTY

COMMISSION ON AGING – RFP – COMMERCIAL KITCHEN

Proposals Due Date: Tuesday, April 25, 2023
Proposals Due By: 2:00 PM

1. Bidder: Kram Construction & Design Bid \$ 22,750.00
City: Reed City (\$132.00 per hour)

2. Bidder: _____ Bid \$ _____
City: _____

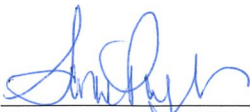
3. Bidder: _____ Bid \$ _____
City: _____

4. Bidder: _____ Bid \$ _____
City: _____

5. Bidder: _____ Bid \$ _____
City: _____

6. Bidder: _____ Bid \$ _____
City: _____

7. Bidder: _____ Bid \$ _____
City: _____



Signature of Bid Opener



Witness Signature



**Statement of Qualifications for CONSTRUCTION
CONSULTANT SERVICES - KITCHEN
to the Osceola County COA by
KRÄM Construction & Design**



**Statement of Qualifications for CONSTRUCTION
CONSULTANT SERVICES - KITCHEN
to the Osceola County COA by**

KRÄM Construction & Design

Respondent

04 / 25 / 2023

Submittal Date

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OSCEOLA COUNTY COA has requested an R.F.P. for Kitchen, Walk-in Freezer, Parking Lot, and Walking Path requesting the following:

That we....

- Analyze all necessary codes for kitchen, walk-in freezer, parking lot, and walking path in order to construct to necessary code.
- Create initial preliminary design schematics for the COA kitchen, walk-in freezer, parking lot, and walking path project.
- Give a detailed cost of each portion of the project to help generate an estimate of construction budget for COA.
- Meet with the COA Director, County Administrator, and the chairman of the Osceola County Board of Commissioners to present a draft report prior to the final report to be presented to the Osceola County Board of Commissioners.
- After the draft report, present a final report and recommendations to the Osceola County Board of Commissioners.

PROJECT TENTATIVE SCHEDULE:

Issuance of R.F.P. - April 5, 2023

R.F.P. Due to County Administrator/Controller - April 25, 2023 at 2:00 p.m.

Selection of Construction Consultant - May 2, 2023

Finalized Report Presented to Osceola County Board of Commissioners - May 16, 2023

KRÄM Construction & Design will not be able to bring a finalized report by May 16, 2023 because of our current workload, we would be able to bring a finalized report by the end of June 2023.



KRÄM Construction & Design's proposal in response to the R.F.P. for Osceola County COA:

We propose in response to the COA's RFP for parking lot, walking path, commercial kitchen, walk-in freezer that we will provide the following:

- Consultation, Design, Construction Details, Architectural drawings and specifications for the kitchen, walk-in freezer, parking lot, and walking path.
- Provide a draft report and rough cost evaluation of the projects.
- Amend rough drafted plans and report based on feedback from COA Director, County Administrator, and the chairman of the Osceola County Board of Commissioners
- Present a final draft report to the Osceola County Board of Commissioners
- As well as; A turnkey estimate for all four projects for Osceola County Commission on Aging.

If Osceola County COA chooses not to use KRÄM Construction & Design, then Osceola County COA would be free to use the drawings and construction documents for soliciting other bids.

KRÄM Construction & Design would like to thank Osceola County COA for sending a R.F.P. to our office and for taking the time to review our proposal.

We would be honored to be granted the opportunity to consult, design, and build with Osceola County for the COA kitchen, walk-in freezer, parking lot, and walking path projects, as well as any other design and construction projects needed for the COA.

Proposal Submission Form
Osceola County
Commission on Aging Senior Center
Construction Project

For the Osceola County Commission on Aging Professional Construction Services, the vendor has reviewed the Request for Proposals specifications and submits the following:

PROPOSAL TOTAL see Pg. 21

Proposal total must be on a County form in a sealed envelope and clearly marked "R.F.P. for Construct on Services - KITCHEN" and is due by 2:00 p.m. April 25, 2023. No late proposals will be accepted unless waived by the County Administrator.

No Vendor may withdraw a Proposal within 90 days of the Proposal Due Date.

Osceola County reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the County.

General and Professional Liability Insurance Certificates must be provided to the County upon award of a project.

CONTACT PERSON: Mark Wanner / CEO
COMPANY NAME: KRAM Construction & Design
ADDRESS: 11406 E 8th St. Reed City, MI 49677
TELEPHONE: (231) 499-1646 or cell: (231) 349-1917
DATE: April , 2023
SIGNATURE: 
EMAIL ADDRESS: mark@krambuild.com

RECEIVED
APR 25 2023

Transmittal Letter

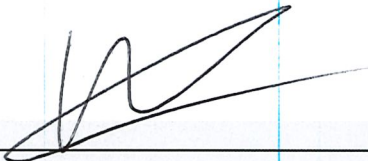
We believe that we are uniquely qualified to help the Osceola County COA by guiding the individual in charge of the COA Design project through our design process, which we call our D.R.E.A.M. Process.

The D.R.E.A.M. stands for Discovery, Rough Design, Evaluate, Amend, and Master plan.

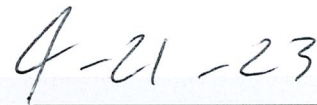
Our D.R.E.A.M. process will allow us to spend intentional time making sure the COA project becomes functional, cost effective, and an enjoyable space for all users.

Our architect, Paul Gaffke, has worked for many years with different design firms, such as DK Design Group and Pioneer Construction. He has had a wide range of experience that definitely lends itself in the projects we take on.

- To the best of KRÄM Construction & Design's abilities, all information contained in this RFP submittal is complete and accurate.
- KRÄM Construction & Design grants Osceola County of Michigan and its representatives the authorization to contact any previous clients of KRÄM Construction & Design or KRÄM Construction & Design team members for purposes of ascertaining an independent evaluation of KRÄM Construction & Design's, or KRÄM Construction & Design team members', performance.



Signature of CEO of KRÄM Construction & Design



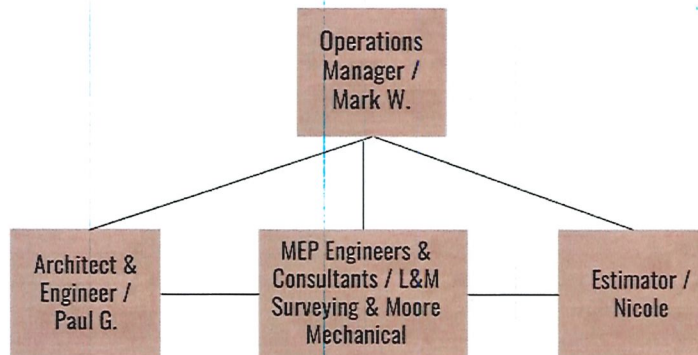
Date Signed

Section I- Description of the Respondent

Section I-A Firm Description

- *Area of architectural specialization* / Residential custom home and unique commercial project designs and builds.
- *Firm history* / In the new home construction industry since 2003, in residential & commercial architectural design and construction since April 2022
- *Honors and Awards* / NA
- *Location of home office & branch* / 11406 E 8th St. Reed City, MI 49677
- *Name of principal officer within firm* / Mark Wanner (CEO)

Section I-B Organization Chart



Section I-C Key Professionals

- Moore Mechanical - HVAC & Plumbing Engineering - Available upon request by Operations Manager
- KRÄM - Building design engineer - Available beginning approximately June 2023- Design Timeline, of approximately 6 weeks, would commence upon date of first site evaluation and end upon date of Construction Drawings complete.
- KRÄM - Electrical Engineering w/consultation - Available upon request by Operations Manager

Section I-D Resumes

Mark Wanner / Resume

Education Background

- High School / Homeschool
- Certified Auto Technician
- Licensed Builder
- Hired a consultant company for CEO training

Employment History

- Hired onto a crew as an employee of his Father's company, founded his own company in 2003 and has been self-employed since then, as well as starting a secondary company in 2021, Green Mitt, which is a state of the art car wash in Traverse City.

Role in COA Design & Consultation Process

- Mark Wanner would play the role of Operations Manager for Osceola County COA project.

Projects in which Mark Wanner has been involved in:

- Cherry Grove Fire Department / Ben Pearson / 1-(231) 409-155
- Osceola County Courthouse / Tim Ladd / 1-(231) 832-6196
- Hersey Haven Custom Home / Norm Stangland / 1-(704) 929-1894

Additional Information

Mark Wanner has been in the construction industry since 2003, specifically serving the greater Reed City area. His passion and desire to build quality and efficient residential and commercial projects has kept him in business for 20 years, as well as his desire to create great relationships with clients and other businesses!

Section I-D Resumes (Continued)

Paul Gaffke / Resume

Education Background

- UNIVERSITY OF DETROIT MERCY, Detroit Michigan / Bachelor of Architecture, (5 Yr. Professional) May 1995 / Certificate of Business Administration, May 1995

Employment History

- 4/2022 to present KRÄM CONSTRUCTION & DESIGN, Reed City, Michigan
- 4/2019 to 4/2022 The DK DESIGN GROUP, Cadillac, Michigan
- 8/2006 to 3/2019 PIONEER CONSTRUCTION, INC., Grand Rapids, Michigan
- 12/2007 to 10/2014 U.S. NAVAL RESERVE
- 9/2005 to 8/2006 KEY DESIGNS L.L.C., Cadillac, Michigan
- 1/2001 to 8/2005 BIRTLES HAGERMAN ARCHITECTS P.C., Cadillac, Michigan
- 11/1999 to 12/2000 HOBBS + BLACK ASSOCIATES, INC., Lansing, Michigan
- 5/1997 to 10/1999 GHAFARI ASSOCIATES, INC., Dearborn and Sterling Heights, Michigan
- 8/1995 to 5/1997 BEI ASSOCIATES, INC., Detroit, Michigan

Role in EMS Design Process

- Paul would play the role of the Architect & Engineer in the Osceola County COA service design & consultation project.

Projects in which Paul Gaffke has been involved in with KRÄM:

- Cherry Grove Fire Department / Ben Pearson 1-(231) 409-155
- Osceola County Courthouse / Tim Ladd / 1-(231) 832-6196
- Hersey Haven Custom Home / Norm Stangland / 1-(704) 929-1894
- Eagle Village / Corey Prudhome / 1-(231) 730-3709
- (Approx. 20-25 total)

Additional Information

- We have worked with him on residential projects for the past 11 years, we were impressed by his skills and fit for our team, so we made him an offer to join our team in January of 2022 to be a part of our continued growth.

SECTION II- Narrative

- *Design philosophy and approach to design*

Our D.R.E.A.M. Experience:

- **DISCOVERY** / Our design experience will walk you through the project design and build with ease and understanding. In the Discovery phase we will meet with the individual assigned to the COA project for site evaluations. We will gather all possible information from you, creating lists of wants and needs, and spend time helping to prioritize items on this list in order to bring ideas, dreams and desires to life, and discover efficient and creative solutions!
- **ROUGH DESIGN** / We will communicate, connect the individual in charge with our architect, and work with them in order to bring you a first draft. We will utilize our premium design software in the best way, giving amazing 3D visuals and real-life walkthroughs to make sure we are on the right track.
- **EVALUATE** / We will then make sure everyone is on the same page, verify that we're staying within budget, and keep everything organized and communicated for anyone involved.
- **AMEND** / From that point on our architect and D.R.E.A.M. Developer/Operations Manager will communicate with the individual in charge and make needed/wanted edits to the design to continue pushing it toward your dream, vision, and budget.
 - We will transition back and forth between evaluation and amending phases several times in order to solidify all elements and decisions into the design.
 - Our architect will take the individual through a 3D walkthrough of the interior and exterior of the home and make any necessary final edits to color, layout, window, door and/or equipment placement, code requirements, etc.
 - Once the plan is complete, we will create final construction drawings.

(Section II Continued)

- **MASTER PLAN** / We will create a master plan and schedule/select everything interior and exterior before we even break ground! This creates an efficient and time-conscious process for the build in order to avoid unwanted surprises, and put everyone's minds at ease knowing that everything has been accounted for! At this point we will also provide a full turn-key build proposal for KRÄM to be the General Contractor for this project.
- **THE D.R.E.A.M. GOAL** / Our goal with this D.R.E.A.M. process is to make the building experience enjoyable and stress-free for our clients.
- *Prior design service experience with projects of similar scale and complexity /* KRÄM has been building custom homes, remodeling residential and commercial projects, building commercial projects, and working in several other areas of construction since 2003. Our architect has designed homes, hospitals, airports, breweries and more in his previous employment history with other companies. We have recently designed a 19,000 sq.ft. addition to an existing building for Eagle Village, as well as completed a design for a large church renovation in Cadillac, MI.
- *Prior experience with public sector clients and processes of similar scale and complexity /*
Cherry Grove Fire Department & Osceola County Courthouse- We took the selected authorities and worked intentionally with those authorities to make sure that wants/needs were met, that the employees using the space would appreciate the layout, that the new or renovation construction elements were designed according to budget, and that the overall completion of the design and build worked for the users and was completed efficiently.
- *Clear understanding of the functional and operational aspects of the COA service and its role in society /* We feel that we understand, respect, and appreciate the role that all COA plays in society, in individual communities, and in the individual lives of families. We would spend intentional time with the COA Director and any other authorities in the design and construction of the Osceola county COA project, as well as walk through the existing COA building, if needed, to review what is inconvenient, what is inefficient, and what is appreciated in order to design the new COA Kitchen in a way that caters to the users as well as designing in the most efficient way possible.

(Section II Continued)

- *Professional qualifications of individuals assigned to the Project /* Mark Wanner: Licensed builder since 2003, business owner & CEO / Paul Gaffke: Licensed Architect & Engineer / KRÄM Construction & Design: 5 Star reviews across all used platforms
- *History of effective schedule and budget management for projects of similar scale & complexity /* In a recent new residential construction project, the design was completed in a timely manner, we were awarded the contract, and completed the project ahead of schedule, and also came in under budget for the project as a whole.
- *Use of processes that creatively engage COA department staff and other stakeholders in all stages of the design /* Throughout site evaluations, existing building examinations, and model/building reviews, the COA department authority of the project would be updated on a regular basis throughout all phases, as well as invited to Zoom meetings and/or in-person meetings to review changes, questions, needed and/or wanted changes....and overall progress throughout the process. We want to include all members necessary to design an efficient kitchen for the Osceola County COA service, we do ask that an individual be assigned to the project who would have the authority to sign change orders, make the final decisions, answer questions, and be the primary contact throughout the design in order to make decisions in a timely manner and avoid confusion.
- *Commitment to developing an energy efficient and healthy building /* KRÄM Construction & design has a history of passing residential and commercial inspections in all counties and working with inspectors to make necessary changes before and after commencing construction, passing blower door inspections with exceptional results, and a low volume of repairs or repair calls made for work that KRÄM Construction & Design completed itself.

SECTION III - Summary of Relevant Projects Where the Respondent's Firm was the Architect

Project No.1

1. *Name of Project* / Osceola County Courthouse
2. *Type of Building(s)* / Interior renovation of offices and new courtroom
3. *Project Location* / Reed City, MI
4. *Total Project Cost* / **\$135,320.47**
5. *Project Description* / Renovations for courthouse & offices
6. *Project Delivery Method* / Design and Project management from initial contact, design services, all the way through construction complete.
7. *Describe the services your firm provided* / Full design and construction management services.
8. Indicate which team members were actually involved in the project and specify their role. / **Paul Gaffke**; Architect - **Kathryn Stroh**; CFO, Billing - **Mark Wanner**; Operations Manager - **Nicole Chupp**; Estimator, Selections Coordinator, Subcontractor contact - **Tim Visser**; Project Manager - **(Other foremen, crewman & support)**
9. *Provide a statement acknowledging if the project was completed on time/budget.* / Osceola County Courthouse renovation project was completed on time and on budget, except change orders made and approved by necessary parties.
10. *Provide a few illustrative photographs or renderings, if available* / (Attached on next page)

Osceola County Courthouse (*Courtroom*)



Project No. 2

1. *Name of Project #2 /* Stangland & Eyia new home
2. *Type of Building(s) /* New Home & attached garage
3. *Project Location /* Hersey, MI
4. *Total Project Cost /* **\$602,427.76**
5. *Project Description /* New Custom Home
6. *Project Delivery Method /* D.R.E.A.M. Experience & all Project Management services from initial contact through construction complete.
7. *Describe the services your firm provided /* D.R.E.A.M. Agreement, which includes all architectural and operations management services. As well as full project management and construction services.
8. *Indicate which team members were actually involved in the project and specify their role. /* **Paul Gaffke; Architect - Kathryn Stroh; CFO, Billing - Mark Wanner; Operations Manager - Nicole Chupp; Estimator, Selections Coordinator, Subcontractor contact - Abby Kinsey; Initial Contact, Permit Processing - William Wright; Foreman - Nathaniel Kinsey; Foreman / Project Manager - (Other crewmen & support)**
9. Norm Stangland & Kathleen Eyia project was completed on time and on budget, except change orders made and approved by necessary parties.
10. *Provide a few illustrative photographs or renderings, if available. /* (Attached on next page)

KRÄM

CONSTRUCTION
& DESIGN

Stangland New Home *(Completion photo)*



Project No. 3

1. *Name of Project # 3 /* Cherry Grove Fire Department Phase No.1
2. *Type of Building(s) /* New Fire Department Barn
3. *Project Location /* Cadillac, MI
4. *Total Project Cost /***\$179,972,64**
5. *Project Description /* Pole Construction Fire Barn
6. *Project Delivery Method /* D.R.E.A.M. Experience & all Project Management services from initial contact through construction complete.
7. *Describe the services your firm provided /* D.R.E.A.M. Agreement, which includes all architectural and operations management services. As well as full project management and construction services.
8. *Indicate which team members were actually involved in the project and specify their role. /* **Paul Gaffke**; Architect - **Kathryn Stroh**; CFO, Billing - **Mark Wanner**; Operations Manager - **Nicole Chupp**; Estimator, Selections Coordinator, Subcontractor contact - **Abby Kinsey**; Initial Contact, Permit Processing - **William Wright**; Project Manager - **Nathaniel Kinsey**; Foreman - **(Other crewmen & support)**
9. *Provide a statement acknowledging if the project was completed on time/budget. /* The Cherry Grove Fire Department barn Phase No.1 was completed on time and on budget.
10. *Provide a few illustrative photographs or renderings, if available. /* (Attached)

Cherry Grove Fire Department Barn *(Completion Photo)*



SECTION IV - Proposal Fees

Provide fee proposal as a lump sum

Lump sum of fee proposal is: \$22,750.00

*(Lump sum fee includes architects, engineers, normal clerical and administrative support of A/E firm as applicable to the project.
Lump sum fee includes project related fax transmissions and long distance telephone calls.)*

Hourly Fee Structure: \$132 per hour

Professional design service provider must carry general liability insurance with the minimum policy coverage:

- *Per occurrence: \$1,000,000.00*
- *Aggregate: \$2,000,000.00*

KRÄM Construction & Design Services confirms the carrying of required general liability insurance with required minimum policy coverage.

Professional design service provider must carry professional liability insurance with the minimum policy coverage:

- *Per occurrence: \$1,000,000.00*
- *Aggregate: \$2,000,000.00*

KRÄM Construction & Design Services confirms the carrying of required professional liability insurance with required minimum policy coverage.

Upon award of the contract, KRÄM will name Osceola County as an additional insured on these policies.

KRÄM Construction & Design would like to, again, thank Osceola County COA for sending a R.F.P. to our office and for taking the time to review our proposal.

With any questions, concerns, or final decisions please contact Mark Wanner:

- Email: mark@krambuild.com
- Phone: +1 (231) 349-1917
- In person / Via Mail: 11406 E 8th St. Reed City, MI 49677

THANK YOU!

OSCEOLA COUNTY

COMMISSION ON AGING – RFP – WALKING TRACK/PARKING LOT

Proposals Due Date: Tuesday, April 25, 2023

Proposals Due By: 2:30 PM

1. Bidder: MLR Engineering Bid \$ 4,000.00
City: Freeland

2. Bidder: _____ Bid \$ _____
City: _____

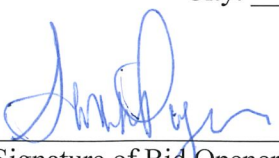
3. Bidder: _____ Bid \$ _____
City: _____

4. Bidder: _____ Bid \$ _____
City: _____

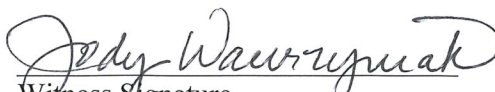
5. Bidder: _____ Bid \$ _____
City: _____

6. Bidder: _____ Bid \$ _____
City: _____

7. Bidder: _____ Bid \$ _____
City: _____



Signature of Bid Opener



Witness Signature

MLR Engineering

CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Freeland, Michigan 48623
Office: 989-692-5034 www.mlrengineering.com

April 20, 2023

Tim Ladd, Administrator/Controller
Osceola County Administration Building
602 W. Upton Avenue
Reed City, MI 49677

**RE: Engineering Services
Proposed Walking Track and Parking Lot Project
Hersey, Michigan**

Tim,

MLR Engineering (MLR) is pleased to provide you with a proposal to complete the above referenced project as described in the County RFP. We understand that the intent of the project is to extend the existing parking lot as well as provide a walking track on site. We also understand that the scope of the project is to provide land use development code and building code analysis, initial preliminary design schematics, and a detailed probable cost estimate for construction budgeting. Furthermore, we understand that preliminary design work will be done in coordination with the Commission on aging needs and local requirements.

Business Organization

MLR Engineering (MLR) is a Civil Engineering Consulting firm founded in 2008. Our office is located in downtown Freeland. MLR is a small professional firm of 9 employees that has areas of expertise in municipal, commercial, private development, and industrial fields. MLR capabilities and equipment provide for both design and construction engineering needs. Our design platform is based on the latest CAD software. Our construction staking/surveying is GPS based. For thirty-three years, President Michael J. Rybicki, P.E. has built a solid reputation as an engineer and now as a trusted business owner. MLR Engineering is committed to providing quality and timely service to their clients at a reasonable cost.

Experience

Our project experience has included design and construction engineering of many infrastructure improvements including: Drainage plans, County Drains, Storm Sewer systems, Municipal Water Distribution Systems, Sanitary Sewer Collection and Transportation system, City street construction, Parks and Riverfront development, K-12 schools including parking and athletic fields, Walking tracks and pathways, Flood Plain evaluations and Hydraulic Analysis, Industrial and Commercial business parks, Site Plans, Parking lots, Residential developments, Championship Golf Course resorts,

Federal and State permit preparation and consulting, Septic Systems, Ponds, and much more.

**Attached are relevant previous project resumes.*

Project Approach /Scope of Services – Parking Lot expansion and Walking Track Project

The Engineering scope of services is understood as follows:

- Perform a site visit to better evaluate the existing parking lot and available land area.
- Meet with the Commission on aging Director, County Administrator, and Chairman of the Osceola County Board of Commissioners to fully understand the needs of the project as well as present a draft report.
- Develop a preliminary engineering schematic of the parking lot expansion and proposed walking track.
- Prepare an engineering cost estimate of the proposed schematic for the County to budget future construction costs.
- Communicate with County staff during the preliminary design process.
- Finalize the documents in report form and present to the County Board of Commissioners.

Engineering Team – Michael J. Rybicki, P.E., Project Manager and Point of Contact (989-239-2384)

Joe Rybicki, Project Engineer, F.E.

**No Subcontractors are planned for this project*

This project will be done in accordance with the scope of services agreed to in this proposal. We plan to use any existing survey work or GIS mapping in the preliminary design schematics. Furthermore, we understand that this scope of services does not include any detailed surveying or design engineering services. Any local governmental fees are the County's responsibility. MLR has performed similar projects in other communities. Therefore, based upon our understanding of the project, we have provided a scope of services to see this project to its successful completion.

Cost /Professional Fee

We will perform the items listed in the scope of services as follows:

- Code Analysis, Preliminary design schematics, Construction cost estimating - **\$100/hour with 40 hours estimated (Code Analysis – 8 hours, Design Schematics -28 hours, Cost Estimating -10 hours)**

MLR Engineering

CIVIL ENGINEERING & CONSULTING SERVICES
134 S. Main Street, Suite 1, Freeland, Michigan 48623
Office: 989-692-5034 www.mlrengineering.com

Total Budgeted Fee - \$4,000

Any other work requested beyond our original scope of services will be completed per your approval at a standard hourly rate of \$100 per hour per person.

Time Schedule

MLR Engineering is prepared to start immediately to service your office on this project with engineering services. We offer the following estimated project schedule:

May 3, 2023 – Site Visit, gather information

May 10, 2023 – Present preliminary report.

May 16, 2023 – Present Final report

Contract Terms and Conditions

The attached General Provisions for engineering services are incorporated in this proposal by reference. This proposal shall be considered good for 30 days from the date on this letter.

Acceptance

Thank you for this opportunity to submit this proposal. Please sign and return one copy of this proposal, serving as our notice to proceed. We look forward to working with you on this project. Please call if you have any questions or should you need any additional information.

MLR Engineering

Accepted and Authorized to Proceed by:
Osceola County

MLR

Michael J. Rybicki, P.E.
Managing Partner

Name

Signature

Date

Attachment: Terms and Conditions, OC Submission Form, Project resumes

MLR Engineering – Terms and Conditions

SERVICES OF ENGINEER. ENGINEER shall perform for OWNER professional engineering services in all phases of the Project to which this Agreement applies as herein provided. These services will include serving as OWNER'S professional engineering representative, providing professional engineering consultation and advice and furnishing customary civil engineering services for the Project. OWNER and ENGINEER agree that services of the ENGINEER, as herein provided, anticipate the orderly and continuous progress of the Project through completion.

OWNER'S RESPONSIBILITIES. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf for all aspects of the Project; examine and respond promptly to ENGINEER'S submissions; and give prompt written notice to ENGINEER wherever he observes or otherwise becomes aware of any defect in the work.

MEANING OF TERMS. Compensation means the fees to be paid by the OWNER for services performed by the ENGINEER including charges for personnel and equipment engaged directly on the project. Rate Schedule means a listing of hourly charges for various classifications of personnel including direct and indirect payroll related costs and customary and statutory benefits and specialized equipment engaged directly on the project.

PAYMENT OF ACCOUNT. During performance of services under this Agreement the ENGINEER shall submit monthly invoices to the OWNER for services rendered to date. If OWNER fails to make any payment due ENGINEER for services and expenses within 15 working days after receipt of ENGINEER'S bill therefore, the amounts due ENGINEER shall include a charge at the rate of 2.5% per month from said 15 working days. If the OWNER fails to make payments when due or otherwise is in breach of the Agreement, the ENGINEER may suspend performance of the services. The ENGINEER 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 or agreement on payment terms acceptable to the ENGINEER, the ENGINEER shall resume services, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance.

ACCESS TO SITE. OWNER shall furnish right-of-entry on the project site for ENGINEER and, if the site is not owned by OWNER, warrants that permission has been granted to make planned explorations pursuant to the scope of services. ENGINEER will take reasonable precautions to minimize damage to the site from use of equipment, but have not included costs for restoration of damage that may result and shall not be responsible for such costs.

INSURANCE. ENGINEER shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for OWNER. ENGINEER shall furnish a Certificate of Insurance to OWNER upon written request. OWNER agrees that ENGINEER shall not be liable or responsible to OWNER for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

LIMITATION OF PROFESSIONAL LIABILITY. OWNER agrees to limit ENGINEER's professional liability, and require a like limitation from any contractor or subcontractor who performs work for which ENGINEER has prepared reports, drawings, and specifications, to an amount not to exceed the ENGINEER's fee. In the event that OWNER does not wish to limit ENGINEER's professional liability to this sum, additional limits of liability may be made part of this Agreement upon payment by OWNER of any additional insurance premiums for the desired coverage, as determined by ENGINEER's professional liability insurer.

RESIDENT SERVICES DURING CONSTRUCTION. If authorized by OWNER, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Through these on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and any assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s). This construction observation shall not make ENGINEER a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the Contractor and ENGINEER shall have no responsibility in that regard.

REQUESTS FOR CLARIFICATION OR INTERPRETATION. ENGINEER shall provide, with reasonable promptness, responses to requests from Contractors for clarification and interpretation of the requirements of the plans and construction documents. If such requests are, in the ENGINEER'S professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the construction documents, or are readily inferable therefrom, the ENGINEER shall be entitled to compensation for additional services from the OWNER for time spent responding to such requests.

CONSTRUCTION PHASE SERVICES BY OTHERS. OWNER agrees that if ENGINEER is not employed to provide professional services during the Bidding and the Construction Phases of the Project, ENGINEER will not be responsible for claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release ENGINEER (or ENGINEER'S professional associates or Consultant's) from liability for failure to perform in accordance with professional standards any duty or responsibility which ENGINEER has undertaken or assumed under this Agreement.

STANDARD OF PRACTICE. ENGINEER shall perform services 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, expressed or implied, and no warranty or guarantee is included in this contract.

OWNERSHIP OF DOCUMENTS. All reports, drawings, specifications, computer files, field data, notes and other documents produced by ENGINEER under this contract are instruments of ENGINEER's professional service and shall remain the property of ENGINEER. The final construction documents prepared under this contract shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the ENGINEER. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ENGINEER.

TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

SUCCESSORS AND ASSIGNS. OWNER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement. The ENGINEER may assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent Consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

PROJECT RESUME

Project – Freeland Community Walking Track

Project Location – Freeland, Michigan

Project Summary

The Freeland Community Schools contracted MLR Engineering (MLR) to develop a solution for their elementary school and general public to have a walkable area available outside. Engineers at MLR evaluated the different areas available and the different needs of the Elementary School versus the general public. Following this evaluation, the School District accepted a final solution report to construct a two lane, 1/6 mile walking track adjacent to the elementary school. The track has an asphalt surface with positive drainage to make it usable most of the year. The geometry of the track strategically provides open space as well for the outside use of the students at the school.

Project Pictures



PROJECT RESUME

Project – Uptown North Main

Project Location – Frankenmuth, Michigan

Project Summary

Frankenmuth Credit Union (FCU) contracted MLR Engineering (MLR) to develop a solution for their business. FCU, in an effort to provide more business space in Frankenmuth as well as support their corporate needs, challenged the MLR team to find a solution. Engineers at MLR evaluated the targeted property and developed a commercial masterplan that provides business space, corporate growth, as well as outdoor venue area for social functions. Following the development of the master plan and construction of the first phase, it quickly became apparent that the overwhelming success of the project required additional parking expansion. MLR implemented the next phase of the master plan to quickly and efficiently meet the parking requirements for the project. The parking areas are asphalt surface, with safety and security lighting, as well as a storm water management system to drain the parking area. Each segment of the project was estimated and constructed within budget and ahead of schedule.

Project Pictures



Proposal Submission Form
Osceola County
Commission on Aging Senior Center
Construction Project

For the Osceola County Commission on Aging Professional Construction Services, the vendor has reviewed the Request for Proposals specifications and submits the following:

PROPOSAL TOTAL

\$4,000.00

Proposal total must be on a County form in a sealed envelope and clearly marked "R.F.P. for Construction Services" and is due by 2:30 p.m. April 25, 2023. No late proposals will be accepted unless waived by the County Administrator.

No Vendor may withdraw a Proposal within 90 days of the Proposal Due Date.

Osceola County reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the County.

General and Professional Liability Insurance Certificates must be provided to the County upon award of a project.

CONTACT PERSON:

MICHAEL J. RYBICKI, P.E.

COMPANY NAME:

MLR ENGINEERING

ADDRESS:

134 S. MAIN ST., STE 1

FREELAND, MI 48623

TELEPHONE:

989-692-5034

DATE:

4/20/23

SIGNATURE:

Michael J. Rybicki

EMAIL ADDRESS:

MIKE@MLRENGINEERING.COM

RECEIVED

APR 25 2023