

**FOREST LAKE PROPERTY OWNERS' ASSOCIATION  
BOARD OF DIRECTORS  
MEETING MINUTES  
June 8, 2024**

**I. CALL TO ORDER**

Daniel LeFevre/President called the meeting of the Forest Lake Property Owners Association ("FLPOA") Directors to order at 9:03 a.m.

**II. ROLL CALL**

Board Members Present: Daniel LeFevre ("LeFevre"), Ron Swagman ("Swagman"), James Kelly ("Kelly"), Tracy Reitzloff ("Reitzloff"), Gene Ross ("Ross"), Vito Manzella ("Manzella"), Debra Wojie ("Wojie"), Pat Gordon ("Gordon")  
Board Members Absent: Matthew Winberg ("Winberg")

**III. REVIEW OF PREVIOUS MEETING MINUTES**

Moved by Ross, seconded by Reitzloff, motion carried to approve the May 11, 2024 Meeting Minutes as presented.

Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon  
Voting No: None

**IV. DIRECTOR REPORTS**

**A. Legal, Lake Ecology, Fish Stocking, Insurance (Swagman)** – Lake ecology budget and moving forward with applications/testing discussion. If we wait to treat the invasive watermilfoil species until next year, the cost will be much higher than estimated in the 2023 report and the problem will continue to grow. The 2023 report stated when the spillway is repaired and water is raised to normal levels, it will be crucial to perform frequent vegetation surveys to observe the growth of Eurasian watermilfoil and curly leaf pondweed. As these species can outcompete native vegetation, the reintroduction of lake water to previously exposed bottomlands may promote its spread. There is no guarantee that the vegetation distribution in the lake will be the same as it was in 2019. If we agree to accept the recommendation of our professional lake management service, we need to find a way to fund it or accept that the problem will multiply significantly with no guarantee that funding will be available next year. The dredging project permit written 5 years ago expires next year and the permit to use hydraulic dredging over mechanical expires in 2027. The estimated cost of dredging and the 3 year old quote from Savin will have to be requoted, with the cost increasing possibly requiring additional funding. Swagman is concerned if this issue is not in the budget or included as a capital expenditure, it will be dropped and it will NEVER be resurrected (review the history of Forest Lake Dredging from 1989 to the present).

**B. Campground, Office, Activities (Kelly)** –5/24/24 campground incident report. Property Owner/Campground Resident was witnessed dumping gray water on to the ground at his campsite. Resident was told this action violated Forest Lake Campground rules and was asked to stop, he refused. Violating resident was then asked to vacate the premises but refused to do so. LeFevre received a call from the offending resident's son who was very irate. The Board determined proper course of action

was to send a certified letter restricting property owner from renting a campsite for a period of five (5) years.

**C. Parks and Recreation, Docks (Reitzloff)** – See Report attached hereto. Parks Committee is holding a Parks Volunteer/Clean-Up Day, June 11, 2024, 9:00 a.m. with the help of maintenance department. Shelly Cole and Jeri O’Leary are heading this event. Discussed consolidating several playgrounds into beach and Sand Hill Crane/West End, streamline maintenance. Ring Neck access road is washed out and needs to be addressed before next boat season. Swagman suggests redirecting the road to reduce future slope/erosion, park grassy area may need to be eliminated to reroute the entry. Ross will confer with Hammer Tyme.

**Moved by Reitzloff, seconded by Kelly, motion carried to remove/move unused playground equipment (if possible and as permitted by law) from Whippoorwill/Ring Neck parks and consolidate to Sand Hill and Club House parks.**

**Voting Yes:** LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

**Voting No:** None

Discuss shuffleboard court damage. Once repaired, will now require equipment to be checked out in the office.

Reviewing/revising the Dock Rental Agreement. Determine new dock rental rate. Determine what missing docks will be replaced and re-numbered.

**D. Maintenance (Ross)** – Working with DNR on the Turtle Park culvert repair. DNR misplaced the original permit application. Notices sent to surrounding property owners (within 500’).

i. Lot 49 - Wilderness –Logging company, went by an app containing erroneous property line measurements and homeowner’s property was encroached upon by the logging company by 40’ (tree removal occurred). Property owner has requested that the stumps be ground out/removed. The Board discussed resolving the matter by utilizing a small portion of the logging proceeds to grind the stumps.

**Moved by Ross, seconded by Kelly, motion carried to utilize a small portion of the logging proceeds to grind the tree stumps left on Lot 49 – Wilderness by the logging company.**

**Voting Yes:** LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

**Voting No:** None

**E. Security, Communications (Manzella)** - The Board voted to place Manzella in charge of the meat selections for this year’s Forest Lake Ox Roast, and is providing the Board/Ox Roast Committee with meat samples (chicken/beef) today (Thank you Mike Woloson for cooking and serving this sampling). Manzella presents the Ox Roast draft suggested menu. Proposes this new menu to streamline the event, providing safe, expedient food service and financially beneficial.

**F. Refuse, Merchandise (Wojie)** – (See Report attached hereto) All dumpsters are now open. There was a billing issue with the campground dumpsters (charged multiple times), reminding the Board to be cognizant of billing errors. Spent \$540.56 on new Forest Lake merchandise for the craft show, sold \$1,016.10. Suggest charging more to rent tables/space at the Craft Show going forward. Suggests those using the facilities for free still sign Rental Form/Agreement. Should keep the rental agreement insurance certificate requirement at \$300,000.00.

**G. Liens and Foreclosure (Winberg)** - \$151,000.00 outstanding in past dues/special assessment payments. Making progress, collected approximately \$24,000.00 in delinquent payments. \$84,665.00 total delinquent dues.

- i. **Northern Legal, PLLC update**
- ii. **Messinger/Lot 375 Kingfisher**

**Moved by LeFevre, seconded by Kelly, motion carried to accept the Deed in lieu of delinquent dues relating to Messinger/Lot 375 Kingfisher and list said property for \$2,800.00.**

**Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon**  
**Voting No: None**

**H. Clubhouse, Storage Area (Gordon)** – Will notify facility rentals of the anticipated spillway repair noise expected in July/August..

**I. Dam Safety (LeFevre)**

- i. Special Assessment Prepayments as of 6/7/2024 are approximately \$549,037.00.
- ii. Review Computation of Cost - \$8,152,000.00 estimate, now \$7,000,000.00. No Appeals.
- iii. Review Fisher Construction Schedule – May 1, 2024, estimated to raise the lake levels allowing boats back on to the water shortly thereafter. End of July earthwork through October. Sidewall installation should begin mid-August through Thanksgiving. November concrete installation should begin through late-February. Looking to put a temporary gravel road into storage/staging area by baseball fields. Discussion as to using excess gravel within the Association (i.e., storage, campground area)
- iv. Lapham- Payment listed on the computation of costs, cost breakdown sent. Reviewing open invoices, negotiating pay off.

**Moved by LeFevre, seconded by Swagman, motion carried to approve storage of steel walls.**

**Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon**  
**Voting No: None**

**V. NEW BUSINESS**

**A. FLLAB Activity:**

**i. Motion #2:**

**Moved by LeFevre, seconded by Reitzloff, motion carried to authorize funding under the Fisher Contracting Company lump sum contract with FLLAB dated June 7, 2024, in the amount of \$7,385,490.00.**

**Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon**  
**Voting No: None**

**ii. Motion #3:**

Moved by LeFevre, seconded by Reitzloff, motion carried to approve GEI Change Order 4 dated June 4, 2024, increasing the existing contract by \$213,000.00 making it go from \$1,163,500.00 to \$1,376,500.

Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

Voting No: None

**iii. Motion #4:**

Moved by LeFevre, seconded by Reitzloff, motion carried to approve Spicer Group Change Order 4 dated June 4, 2024, increasing the existing contract by \$213,000.00 bringing it from \$1,163,500 to \$1,376,500.00.

Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

Voting No: None

**iv. Motion #5:**

Moved by LeFevre, seconded by Ross, motion carried authorizing payment of YEO & YEO invoice No. 595675 dated April 30, 2024, in the amount of \$4,175.00.

Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

Voting No: None

**v. Motion #6:**

Moved by LeFevre, seconded by Manzella, motion carried to authorize the erroneous payment of Braun Kendrick Invoice No. 381445 dated February 5, 2024, in the amount of \$2,414.90. This Braun Kendrick invoice was previously funded under authorization by the Chairman of the County Commissioners outside the parameters of the Fund Sharing Agreement. Notwithstanding the erroneous funding, the FLPOA BOD recognizes the error and consents to this one-time funding in order to move forward with the project.

Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

Voting No: None

**vi. Motion #7:**

Moved by Ross, seconded by LeFevre, motion carried to authorize Fisher Contracting Company the use of the baseball field area for storage/staging throughout the project as designated on page 71 of the Forest Lake Dam Spillway Rehabilitation Contract document dated June 5, 2024.

Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

Voting No: None

**B. Proposed 2024-25 Budget** – Discussion as to maintenance of the spillway/dam property under FLLAB contract. Discussion as to cell phone allocation by department. Cuts to be considered if dues increase does not pass a second time. Gordon asks as to revenue not being received, i.e. activities showing \$6,000 loss, why? Rentals are down, etc. Change line item relating to Lake Ecology.

Moved by Kelly, seconded by Ross, motion carried to approve the 2024-25 FLPOA Budget as amended.

Voting Yes: LeFevre, Swagman, Kelly, Reitzloff, Ross, Manzella, Wojie, Gordon

**Voting No: None**

**C. Proposed Annual Dues Vote** – Reviewed dues increase comments from membership, main comments “too much at one time”. Discussion as to new dues increase in the amount of \$80.00 followed by four (4) \$10.00/yearly increases over the next four (4) years.

**Moved by LeFevre, seconded by Kelly, motion carried authorize the Amended FLPOA Annual Dues Vote Ballot to be presented and distributed to the membership at the July 13, 2024, Annual Meeting.**

**Voting Yes: LeFevre, Kelly, Reitzloff, Ross, Manzella, Gordon**

**Voting No: Swagman, Wojie**

**D. Maple Ridge Road Rental House** –A local realtor determined rental house’s value at \$100,000.00, recommends listing at \$99,900.00, accept nothing less than \$80,000.00. Rent should be no less than \$1,000.00/month Insurance costs us \$256.00/year. Property taxes are approximately \$1,200.00. The risk of keeping/maintaining property is the well/septic, do we have the money to fix these items should they fail. Would well/septic pass inspection? Property concern over selling and the entrance to community become an eyesore. If annual dues are not increased, we need funding, so a sale may be necessary. Kelly does not believe we can get \$1,000.00/month in rent, can barely get \$550.00. Gordon suggests enlisting a rental company. Table this issue for now.

**E. FLPOA Board of Director Terms (for reference only)**

**i. Expiring 7/2024: Swagman, Wojie, LeFevre, Gordon and Winberg.**

**ii. Expiring 7/2025: Reitzloff, Manzella**

**iii. Expiring 7/2026: Ross and Kelly**

**iv. BOD Nominees for July Election: Matt Winberg, Pat Gordon, Phil Cole, Mike**

**Woloson, Don Whitmire and Ilene Smith.**


**VI. Schedule of Upcoming Meetings:**

**a. July 13, 2024 at 9:00 a.m. (Annual Meeting)**

**b. July 2024, newly elected Board organization meeting TBD)**

**VII. ADJOURNMENT**

**The meeting was adjourned by unanimous vote at 12:48 a.m.**

  
**Tracy L. Reitzloff, Secretary**  
**Approved:**

**FOREST LAKE PROPERTY OWNERS' ASSOCIATION  
ANNUAL DUES VOTE BALLOT CARD**

The following proposal is made for purposes of voting on at any duly called meeting of the membership of the Forest Lake Property Owners' Association during the fiscal year commencing April 1, 2024, and ending March 31, 2025.

**PROPOSAL:** The present annual assessment of \$170.00 shall be increased to \$290.00 in five stages.

<b>Increase</b>	<b>Amount</b>	<b>Commencing</b>	<b>Total</b>
1 <sup>st</sup>	\$80.00	September 15, 2024	\$250.00
2 <sup>nd</sup>	\$10.00	April 1, 2025	\$260.00
3 <sup>rd</sup>	\$10.00	April 1, 2026	\$270.00
4 <sup>th</sup>	\$10.00	April 1, 2027	\$280.00
5 <sup>th</sup>	\$10.00	April 1, 2028	\$290.00

In Year 1 the \$80.00 increase will be assessed in a supplemental invoice mailed to members on September 15, 2024, and shall be due by November 15, 2024. In year 2 and in subsequent years, one invoice for the total annual assessment will be mailed to members in the spring.

The Treasurer shall set aside \$15.00 from each annual assessment collected through the fiscal year ending March 31, 2029. Said funds to be added to and made part of a maintenance reserve fund. Use of maintenance reserve funds shall be restricted to the repair and replacement of capital assets of the Association.

**CHOOSE ONLY ONE OF THE FOLLOWING OPTIONS:**

**Any member in good standing may cast one ballot between July 13, 2024, and September 13, 2024. Voting for more than one choice will invalidate this ballot.**

- To vote for the above proposal**
- To vote against the above proposal**
- To vote as the Board of Directors recommends.**

**BALLOTS MUST BE SIGNED AND DATED TO BE VALID.**

The undersigned hereby appoints the Board of Directors, as proxy to vote on the above proposal at a special meeting to be called during the fiscal year ending March 31, 2024. **This proxy will be voted as directed above by the Board of Directors in accordance with Michigan Law.**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

July 13, 2024

Property Owner Name  
Address  
City, State, Zip

Dear Property Owner Name:

The Board of Directors of the Forest Lake Property Owners' Association of Arenac County has authorized the distribution of the enclosed Annual Dues Vote Ballot pursuant to Section 6 of the Restrictive Covenants of Forest Lake Subdivisions and Article III and Article VII of our Revised Bylaws.

On November 5, 2023, a previous ballot was authorized for a \$150.00 increase starting at \$320.00 on April 1, 2024, and increasing to \$360.00 on April 2, 2028. Through March 31, 2024, a total of 1,342 votes were received, with 763 (56.9%) for the proposal and 579 (43.1%) against the proposal. A quorum of at least 60% of members voting was reached, and the vote fell short of the 66.7% needed to authorize the dues increase. Many members took the time to provide valuable feedback to the Board of Directors. The most common theme of those voting "No" votes was, "the year one increase was too large."

Following the results of the last vote, we carefully reviewed our budget and reassessed what level of annual dues increase our members will support. The results are included in a new proposal that is outlined on the attached ballot card. We have also identified expense cuts that will be implemented effective September 15, 2024, if the proposed annual dues increase is not approved. The proposed \$80.00, year one increase will add approximately \$90,000 to our revenue. Should the proposed \$80.00 increase fail, the Board of Directors will reduce our \$200,000 annual payroll by \$90,000 which will include:

- Reducing our office payroll from about \$70,000 to \$40,000 by cutting office hours from 5 days a week (M, T, Th, F & Sa) to 3 days a week (specific days TBD);
- Reducing our maintenance budget from about \$80,000 to \$50,000 by cutting hours by about 40%; and
- Reducing our security budget from \$50,000 to \$20,000 by cutting hours by about 60%.

***The Board of Directors recommends approving the annual dues increase.*** Approval would avoid the need to implement the cost cuts outlined above. About 80% of our members maintain a permanent residence outside Forest Lake. We all rely on hiring members of our community to support our members and care for the assets of FLPOA. Please return your ballot to the FLPOA office no later than September 13, 2024.

Sincerely,

Forest Lake Property Owners' Association

**FOREST LAKE PROPERTY OWNERS' ASSOCIATION  
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**CHOOSE ONLY ONE OF THE FOLLOWING OPTIONS:**

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- To vote for the above proposal
- To vote against the above proposal
- To vote as the Board of Directors recommends.

BALLOTS MUST BE SIGNED AND DATED TO BE VALID.

The undersigned hereby appoints the Board of Directors, as proxy to vote on the above proposal at a special meeting to be called during the fiscal year ending March 31, 2025. **This proxy will be voted as directed above by the Board of Directors in accordance with Michigan Law.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_





Consulting  
Engineers and  
Scientists

June 3, 2024  
Project No. 2302241

Mr. Ray Daniels  
Forest Lake Level Authority Board  
Arenac County  
120 N. Grove Street  
Standish, Michigan 48658

**Re: Forest Lake Dam Rehabilitation – Change Order 4 – Revised Construction Engineering and Observation**

Dear Mr. Daniels:

GEI Consultants of Michigan, P.C. (GEI) appreciates the opportunity to be of continued service for your technical engineering services for the design and construction of the spillway replacement for the Forest Lake Dam Rehabilitation project. This Change Order No. 4 is for work associated with; construction engineering support services and observations (Task 6). This change order is derived based on the increase in estimated construction schedule from 22 weeks to 44 weeks based on Fisher Contracting Company's proposal dated May 31, 2024. The portions of the work scope being updated are bolded below. It should be noted that the original construction engineering and observation task included funds for requests for information and design modifications. A portion of these funds have been expended in the negotiations with Fisher Contracting on the final designs.

### **Scope of Services**

The following tasks will be performed by GEI to complete seepage investigations and analysis:

#### **Task 5 – Bidding Support – IFC design revisions**

Based on the collaborative approach in developing the Issue for Construction documents with the construction contractor and addressing construction means and methods concerns, the design effort resulted in an overage of \$37,000. We anticipate these efforts will partially reduce the needs during construction for design modifications and requests for information.

#### **Task 6 – Construction Engineering Support**

**Task 6.1 Construction Engineering Support to SGI** – GEI will support the SGI Quality Assurance (QA) Engineer with the following:

- Review quality control and quality assurance documentation.
- Review material certificates and QC and QA test reports.
- Review QA data to assess conformance with project requirements.
- Review and finalize the SGI QA Manager's daily and weekly field reports.

- Support coordination between the County, Contractor, SGI QA Manager, and GEI's EOR (Dan DeVaun) or his designee to resolve technical issues.
- Notify SGI of any deficiency or non-conformance observed and document these deficiencies on a nonconformance form.
- Assign appropriate test standards and methods for field observations and/or laboratory testing designated in the project requirements.
- Provide engineering reporting (site visit reports and monthly reporting to SGI) **(increased from 22 weeks to 52 weeks)**

**Task 6.2 Design Team Engineering Support** – GEI will perform the following construction support activities:

- Weekly Construction Meeting – We will participate in weekly construction meetings either virtually or in person. **(increased from 22 weeks to 52 weeks)**
- Periodic Site Visits – Members of GEI's design team will make periodic site visits at key milestones to observe construction activities to confirm compliance with the design and to assist in resolving issues that develop during construction. We have budgeted for the following number of site visits:
  - o The EOR (Dan DeVaun), technical leads (Geoff Kruger, Pat Grodecki, and Richard Price) or their designees to make up to **twelve (12)** site visits during construction.
  - o Our field representative, as assigned by the EOR, to make one site visit each week during construction **(52 weeks of visits)**.
  - o The EOR and technical leads will participate in a final inspection walk through and assist SGI in compiling a final punch list.
- Review Contractor Submittals – We will support SGI in reviewing contractor submittals with significant engineering content, including contractor work plans, shop drawings, and proposed materials each of the three construction packages. We have budgeted to review up to 20 submittals.
- Review RFIs – Our project team will support SGI in reviewing and responding to RFI's that involve significant engineering content. We have established a budget to review up to **10 (reduced from 20)** RFIs.
- Design Modifications – We will perform design evaluations and prepare design modifications as required to conform design to conditions exposed during construction. Design modifications will be tracked in a Design Modification Log. We have budgeted up to **40 hours (reduced from 80)** to support SGI with design modifications.
- Contractor Change Order Requests – We will support SGI in reviewing change order requests, if desired by SGI. We have budgeted up to 20 hours to support SGI with change order request evaluations.
- Contractor Claim Evaluations – We will support SGI with evaluation of contractor claims, if needed. We have budgeted up to 20 hours to support SGI with contractor claim evaluations.

**Task 6.3 Construction Completion Report** – GEI will perform the following construction support activities:

- We will produce a draft Construction Completion Report based on SGI documentation and our field visits. We assume we will provide a draft copy for FLLAB review. The report will include:
  - o A brief introduction outlining the project purpose, objectives, and documents issued for construction.

- Pertinent background information
- Discussions of each discreet aspect of the project and applicable construction observations including departures from expected site conditions.
- Design deviations.
- Problems encountered, and resolutions made.
- Discussions of the quality program including non-conformance reports.
- Discussions of instrumentation monitoring.
- The project record:
  - Photographs depicting major aspects of the work in progress.
  - Contractor submittals;
  - Requests for Information;
  - Daily field reports;
  - Quality Control and Quality Assurance testing results and logs;
  - Non-conformance reports;
  - Record drawings representing as-built conditions;
  - Other pertinent project information; and
  - Responses to review comments.
- We will respond to FLLAB review comments on the draft Construction Report and incorporate them into a final Construction Completion Report. We will provide the final report in electronic format. We do not expect to provide hard copies of the draft or final report.

### **Estimated Schedule**

The proposed schedule for construction is based on a start date of July 8, 2024 and completion date of July 8, 2025, as indicated in Fisher's proposal.

### **Assumptions**

We made the following assumptions in preparing the scope and cost estimate:

- SGI will lead the construction administration on behalf of FLLAB and will be primary point of contact with the contractor. SGI will manage contract items including Contractor payment requests, collecting, and verifying quantities, and negotiating changes to the construction contract. GEI will assist in these activities as needed to support the SGI.
- The schedule and work hours for construction are based on estimated construction duration of 52 weeks.
- The survey points will be monitored by SGI survey staff daily during spillway demolition, one week after demolition is complete, and on a weekly basis otherwise until spillway concrete has cured, as per project documents or as requested by the engineer.

### **Project Fees / Terms and Conditions**

GEI shall perform the tasks described above on a time and materials basis (not to exceed) for an additional estimated fee of \$197,700. If additional services are required or requested beyond those described above, they will be performed in accordance with the contracted rates (2024 GEI Fee Schedule) with prior approval from the Forest Lake Level Authority Board (FLLAB).

Task	Previous Budget	Revised Budget	Change Order
Task 5: Bidding Support (IFC Documents)	\$104,250.00	\$141,750	\$37,500
Task 6: Construction Engineering & Observation	\$397,600	\$573,100	\$175,500
<b>Total</b>	<b>\$1,163,500</b>	<b>\$1,376,500</b>	<b>\$213,000</b>

GEI will perform the work for Change Order 4 under the existing contract in accordance with the same terms and conditions executed between GEI and FLLAB on May 26, 2023. If this Change Order proposal is acceptable, please sign and return one copy to Dan DeVaun authorizing GEI to perform this work.

**Closing**

We look forward to continuing to provide professional services to you on this project. Please feel free to contact your project manager, Dan DeVaun, at (616) 915-7013 or [ddevaun@geiconsultants.com](mailto:ddevaun@geiconsultants.com) should you need any additional information or have questions regarding this change order.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Dan DeVaun, P.E.  
Senior Project Manager

Attachments: NA



Richard J. Anderson, P.E.  
Senior Vice President

**This Change Order 4 is Authorized:**

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Signature	Printed Name	Title	Date
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DD/RJA:lje

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June 7, 2024

Ray Daniels  
Forest Lake Level Authority Board  
120 N. Grove Street  
Standish, MI 48658

RE: Forest Lake Dam  
Arenac County, Michigan  
Contract Amendment No. 2

Mr. Daniels,

At your request, we are furnishing a contract amendment to continue assistance with the Forest Lake Dam through the Construction Administration Phase for the Phase II Spillway stabilization project. This is a contract amendment to the tasks listed in the original scope of services letter of agreement (LOA) dated May 15, 2023 and also contract amendment No. 1 dated October 19, 2023 and signed on January 10, 2024.

In addition to the new services for Phase II, this letter also requests an update to the following existing task budgets to reconcile for additional services performed, per the request of the Owner, outside of the original agreement and subsequent amendment No. 1 for Task 4 (Assessment Roll), Task 5 (Administrative Assistances/Program Management), Task 6 (Design Assistance) and Task 7 (Phase I Construction Administration). The proposed scope and fee for Contract Amendment No. 2 is outlined below.

**Task 4 - Assessment Roll**

1. Per the May 15<sup>th</sup>, 2023 LOA, the original budget for development of a **preliminary** assessment roll was \$10,000. The following items were completed which were NOT included in the original scope of services. These items include finalization of the roll which required updates to approximately 500 parcels for combinations, preparing/coordinating and finalizing the computation of cost, coordination with bond counsel/financial advisor/lake level attorney through numerous meetings, mailing/postage cost associated to the legal notice for the Special Assessment Hearing and prepayment letter, preparing mailing lists associated with those mailings, preparing and attending the Special Assessment Hearing, coordinating and meeting with landowners regarding their properties and assessment amounts, creating, hosting and updating interactive GIS map for assessment amounts, preparing materials and attending the Board of Commissioner Meeting, assisting and preparing tracking documents related to pre-payments.
2. The actual cost to complete the additional services requested for this task was \$30,000, this amendment requests an additional **\$20,000** to reconcile the initial budget with the work performed.

**Task 5 - Administrative Assistance / Program Management**

1. Per the October 19<sup>th</sup>, 2023 Contract Amendment No. 1, the revised budget for Administrative Assistance/Program Management was \$96,104.51. The May 15<sup>th</sup>, 2023 letter states the estimated budget was to cover tasks which were expected at that time for a 12 month period. To date we have \$130,000 of effort on this task. Please note that approximately \$17,000 of that was related to Trapani Communications as a subconsultant to Spicer, so approximately \$113,000 has been expended to date specific to Spicer Group.
2. Additional work has been completed related to this task including increased reporting/coordination with NRCS regarding grant increases requests, additional coordination for the EGLE Dam Safety

- Grant, daily coordination with FLLAB board members resulting in the increase effort of approximately \$17,000.
3. SGI also will be assisting with grant administration and program management throughout the remainder of the project. We are estimating 15 hours per week from our project coordinator for 26 weeks, and 2 hours per week by the project manager for 52 weeks resulting in a request of \$70,000. In addition, we would like to increase the as-needed contract amount for Trapani Communication by \$7,000. This would be used per the direction of the FLLAB for communication to the community. In total, we are requesting an additional **\$94,000** for Task 5, Administration Assistance and Program Management.

#### **Task 6 – Design Assistance**

1. Per the October 19<sup>th</sup>, 2023 Contract Amendment No. 1, the revised budget for Design Assistance was \$100,000 which was scoped through the bidding stage of the project.
2. Work was requested and performed past the bidding phase. To date approximately \$123,000 has been put on Task 6 related to the next step of the Phase II project which included the following, contract negotiations with the Contractor, alternative design concepts, presentations to the FLLAB on alternative concepts, design meetings with GEI, EGLE permit coordination, and project schedule coordination.
3. To complete the design assistance task we are requesting an additional **\$28,000** to complete this task. Remaining work yet to be completed is final preparation and execution of construction contracts, final change order for Fisher siphon contract, and test pit observation and reporting related to site dewatering which is expected to take place the week of 6/10/24.

#### **Task 7 – Phase I, Construction Administration, Observation And Staking**

1. Per the October 19<sup>th</sup>, 2023 Contract Amendment No. 1, the revised budget for Phase I, Construction Administration, Observation and Staking was \$30,000. This included 15 days of inspection, however unanticipated site conditions resulted in increased inspection time. Five (5) additional inspection days were utilized resulting in an increase of \$5,400. An additional survey was also requested outside the original budget of \$2,500 related to staking the north property line of the FLPOA with respect to tree clearing and resulted in an increase of \$1,600. Lastly, additional construction administration time was required for on-site meetings to discuss unforeseen conditions, coordination with NRCS on eligibility of items, coordination with GEI on modified site plans, FLPOA coordination on access and spoil stockpiling, and coordination with Phase II contractor on possible impacts to changes to Phase I work scope. These items resulted in approximately \$18,000 of additional effort, which when combined with inspection and survey time, we are requesting an increase of **\$25,000** to Task 7. This would complete this task and the remaining work for Phase I would be captured under Task 9, summarized below.

#### **Task 8 – Procure Project Management Reporting**

1. SGI proposed the use of Procure Construction Project Management software for the Phase II Project. Procure is proposed to be used for tracking requests for information (RFIs), submittals, daily observation logs and photos, work inspections, project drawings and specifications, reference documents, contract commitments, contractor pay applications, and change orders. The cost of this product and stakeholders in one location to all stakeholders is **\$7,300**.
2. This product has been used in similar application with NRCS EWP projects and has served as a valuable resource and is a cost-effective tool to streamline data collection processes and other construction administration tasks. If Procure is not used, more traditional methods will be utilized, however will require more effort from an hourly rate standpoint from the Owners Commercial Representative (OCR) and Owners Construction Observers (OCO). The subsequent tasks and estimated fees assume the use of Procure.

**Task 9 – Owners Commercial Representative /Administrative Services**

SGI will be acting as the Owners' Commercial Representative (OCR) for the project. Based on the current schedule, the project duration is estimated to be 52 weeks (13 months). The scope of services provided with the role includes the following:

- Administered contract through Procore after final execution and review of bonds are complete which is accounted for in Task 6, design Assistance.
- Prepare agenda, administer, and distribute minutes for the preconstruction meeting.
- Coordinate weekly construction update meetings, includes preparation of the agenda, conducting meetings, and distribution of minutes. This meeting will be held in-person and virtually.
- Attending weekly site walk to provide project stakeholders an opportunity to observe work completed in a safe manner. This walk will be completed near the time of the weekly construction update meeting.
- Review pay request from Contractor. This assumes one pay request per pay period, reviewing appropriate supporting documents (i.e., labor, equipment, and material invoices) when applicable, coordination with Contractor, and making recommendation for payment. This process will be accomplished using Procore invoicing tools. We have assumed to review 13 pay applications.
- Preparation of Change Orders. SGI will prepare Change Orders in accordance with the Contract documents as needed throughout construction. Change Orders will be processed utilizing the change event and change order tools within Procore.
- Coordinate and negotiate with the Contractor as needed throughout construction with respect to the Contract. The OCR will be the first line of communication regarding these matters and will present the items needed to the Owner.
- Coordinate/communicate daily with the GEI Consultants (GEI) to understand progress of work, quality management issues, specification/contract disputes, and other items related to daily work on the site.
- Coordination/communicate daily with Spicer Group (SGI) Owners Site Observers (OSO) to understand progress of work, quality management issues, specification/contract disputes, and other items related to daily work on the site.
- Assumptions
  - Contractor's schedule is estimated for a duration of 13 months
  - We have budgeted 16 hours per week by the OCR and 1 hour a week by the Senior OCR for the duration of the project.

**Task 10 – Owners Construction Observation and Documentation**

SGI has budgeted to have an Owners Site Observer (OSO) on-site daily throughout the duration of the project (estimated 52 weeks or 13 months) to observe and document construction activities on behalf of the Owner. The scope of services provided with the role includes the following:



- Document daily site conditions using the Procore application including, weather, equipment being used, manpower on site, visitors to site and summary of work completed. This information collected will be used when reviewing monthly pay requests and making recommendations for payment.
- Photograph daily progress at site and store photos within daily log on Procore.
- Distribute daily logs (created with Procore) to Stakeholders and project team on a daily basis.
- Complete Soil Erosion and Sediment Control (SESC) reports as required by the SESC permit, weekly or following a rainfall event. SESC reports will be stored and provided to the regulatory agencies if requested.
- Coordinate daily with Contractor to get schedule updates. These updates are to be relayed to the OCR and project team.
- Collect as needed information per the request of the OCR to assist the project team with field decisions.
- Complete quality assurance testing for concrete and density per the direction of the GEI EOR or field engineer. SGI will perform the on-site sampling/test, perform laboratory testing, and provide reporting to the project team.
- Ensure the contractor follows all appropriate specifications related to construction of the project per the contract documents.
- Coordinate with Owners Regulatory Representative (ORR) as it relates to compliance with Michigan Department of Environmental, Great Lakes, and Energy (EGLE) to assist with weekly reporting to project team.
- Assumptions
  - We have budgeted 40 hours per week of regular time and 10 hours per week of overtime (daily rate x 1.5) for the duration of the project.

**Task 11 – Construction Survey Monitoring and Staking**

SGI has budgeted to have a construction surveyor available to aid the OCR, RE and project team. Varying assumptions are made related to the duration of each surveying task. The scope of services provided with the role includes the following:

- Perform initial surface survey (most will be collected through means drone survey) of project site. This surface will serve as the initial condition and can be used as reference for any quantity disputes and design changes.
- SGI will provide surveying services based on direction from the RE/QA manager as needed throughout the duration of the project to assist. We have budgeted four (4) hours per week for 20 weeks of the project duration.
- Provide daily survey monitoring of the wall mounted prism located on the concrete dam structure during all demolition and excavation activities as specified in Temporary Construction



Surveillance and Monitoring Plan (TCSMP). We assume daily monitoring is required for 1 week per the ICF schedule and TCSMP.

- Provide weekly survey monitoring of the wall-mounted prisms on the concrete dam structure until completion of permanent works. We assume daily monitoring is required for 30 weeks.
- Perform drone flights of the project site. Information captured will be used to create Pix4D site models and high-resolution aeriels which will be used to monitor/document construction and assist the project team with any field design decisions if needed. We assume 10 flights will be completed during the duration of the project.
- Perform final as-built surface survey (most will be collected through means drone survey) of project site. Final surface will be provided to EOR for the record drawings and close out report.

**Task 12 – Owners Regulatory Representative for Construction Activities**

SGI has budgeted to provide reporting on construction activities by an ORR as they related to compliance with the EGLE permits. The scope of services provided with the role includes the following:

- Prepare permit modifications to account for any major design changes to the EGLE permit. If a change is determined necessary during construction, it will be the responsibility of ORR, with assistance from the OCR to provide a formal permit modification request with EGLE Dam Safety. We have budgeted to submit four (1) modification requests to EGLE throughout the duration of the project.

**Services Not Included**

We will furnish additional services related to this project after you authorize the work. Our fee for the additional services will be determined at the time they are agreed upon and rendered.

**Fee Schedule**

Our fee is based on our standard hourly rates; therefore, invoices will be for actual hours of service provided on this project. Our estimated fees for this project are based upon our experience with the actual time required on previous projects of this type. We will submit monthly invoices to FLPOA for services furnished and for any reimbursable expenses during each phase on the amount of work completed. The following is a listing of our proposed fee:

Task # & Description	Original Budget	Amendment No.1 Budget	Amendment No.2 Budget	Authorized Date
Task 1 - Lake Level Elevation Review	\$ 2,000.00	-	-	
Task 2 - Part 307 SAD	\$ 3,600.00	\$ 7,495.49	-	
Task 3 - Circuit Court Hearing	\$ 6,000.00	-	-	
Task 4 - Preliminary Assessment Roll	\$ 10,000.00	-	\$ 30,000.00	
Task 5 - Administrative Assistance and Prog. Mngt.	\$ 100,000.00	\$ 96,104.51	\$ 187,000.00	
Task 5A - Trapani Communications - Subconsultant	\$ 17,000.00	-	\$ 24,000.00	
Task 6 - Design Assistance	\$ 55,000.00	\$ 100,000.00	\$ 128,000.00	
Task 7 - Phase 1 Construction Admin	-	\$ 30,000.00	\$ 55,000.00	
Task 8 - Procure	-	-	\$ 7,300.00	
Task 9 - Owners Commercial Rep	-	-	\$ 125,000.00	
Task 10 - Owners Site Observer	-	-	\$ 338,000.00	
Task 11 - Construction Surveying and Monitoring	-	-	\$ 96,000.00	
Task 11 - Owners Regulatory Rep	-	-	\$ 3,400.00	
<b>TOTAL</b>	<b>\$ 193,600.00</b>	<b>\$ 268,600.00</b>	<b>\$ 1,009,195.49</b>	

Attached to this letter is a copy of our general conditions for our services, which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

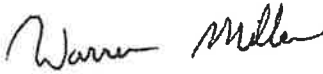
If this proposal meets with your approval, please acknowledge that project phases are authorized by signing the enclosed copy in the space provided and returning it to our office.

We deeply appreciate your confidence in our firm, and we are looking forward to working with you and for you on this project.

Sincerely,



**Nicholas D. Czerwinski, P.E.**  
Principal



**Warren T. Miller, P.E.**  
Program Manager

\_\_\_\_\_  
Above proposal accepted and approved by Owner:

**FOREST LAKE DAM**

By: \_\_\_\_\_

Ray Daniels  
Forest Lake Level Authority Board

Date: \_\_\_\_\_

**SPICER GROUP, INC.**  
230 S. Washington Avenue  
Saginaw, MI 48607  
Phone: (989) 754-4717

SGI File # 133386SG2022  
SMC, Accounting

Enclosure: Spicer Group General Conditions

[https://spicergroup44.sharepoint.com/sites/forestlakedam/shared documents/project\\_management/20230515\\_agreement/20240607\\_forest lake dam\\_loa\\_amendment\\_no.2.docx](https://spicergroup44.sharepoint.com/sites/forestlakedam/shared%20documents/project_management/20230515_agreement/20240607_forest%20lake%20dam_loa_amendment_no.2.docx)

## 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-off's 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.



**PROJECT ESTIMATE**  
**Arenac County Forest Lake Special Assessment District**  
**Additional Communications and Community Relations Support**

*June 6, 2024*

**PROJECT SCOPE & OVERVIEW**

Spicer Group is requesting a cost estimate for continued communications and community relations support for the Arenac County Forest Lake lake level special assessment district project. Trapani Communications has been a strategic partner with Spicer on this project since May 2023 and expects the Forest Lake project to continue into early summer 2025.

**ACTIVITIES**

- Maintain the website, forestlakelevel.com, with update posts, meeting information, construction updates, etc.
- Respond to property owner inquiries received via email and voicemail

**COST ESTIMATE**

Based on the anticipated services needed, below is the agency's best estimate for how much our activities and deliverables will cost over the next year. The current scope of work includes updating and maintaining the project website and community relations/property owner communication.

**Estimated cost for project communication:**

**\$7,000**

February 5, 2024

Invoice #: 381445

**SERVICES RENDERED**

Date	Atty	Description	Hours	Rate	Amount
1/02/24	CWH	REVIEW CORRESPONDENCE FROM D. LEFEVRE AND DRAFT MEMORANDUM TO CLIENT REGARDING SAME	.80	250.00	200.00
1/03/24	CWH	REVIEW CORRESPONDENCE FROM CLIENT REGARDING REQUEST FOR ATTENDANCE AT COMMISSIONERS MEETING	.20	250.00	50.00
1/04/24	JTR	REVIEW OF CORRESPONDENCE WITH ATTORNEY AT FAHEY SCHULTZ; REVIEW OF 2020 DOCUMENTS ABSOLVING ARENAC COUNTY OF ANY DELEGATED AUTHORITY STATUS WITH FOREST LAKE; ANALYZING ISSUES FOR UPCOMING MEETING	.40	125.00	50.00
1/04/24	CWH	FORWARD ADDITIONAL DOCUMENTS TO ATTORNEY HISSONG REGARDING DELEGATED AUTHORITY ISSUE WITH COVER MEMORANDUM; REVIEW ADDITIONAL DOCUMENTS FORWARDED BY CLIENT	1.50	250.00	375.00
1/05/24	JTR	ANALYZING FAHEY SCHULTZ LETTER; REVIEW OF STRATEGY RE: TUESDAY MEETING AND OUR POSITION	.50	125.00	62.50
1/05/24	CWH	REVIEW OPINION LETTER FORWARDED BY ATTORNEY HISSONG AND WORK IN CONNECTION WITH SAME	1.30	250.00	325.00
1/08/24	CWH	TELEPHONE CALL FROM ATTORNEY AXE REGARDING BOND STATUS; DRAFT MEMORANDUM TO ATTORNEY O'MEARA REGARDING SAME; WORK IN CONNECTION WITH IMPENDING COMMISSIONERS MEETING	1.50	250.00	375.00
1/09/24	CWH	ATTEND COMMISSIONERS MEETING	3.50	250.00	875.00
1/10/24	CWH	TELEPHONE CALL FROM ATTORNEY AXE REGARDING BOND STATUS	.20	250.00	50.00
<b>TOTAL SERVICES RENDERED</b>					<b>\$ 2,362.50</b>

**DISBURSEMENTS**

Date	Description	Amount
1/10/24	MILEAGE - STANDISH (80 MI), CRAIG W HORN	52.40
<b>TOTAL DISBURSEMENTS</b>		<b>\$ 52.40</b>
<b>TOTAL THIS INVOICE</b>		<b>\$ 2,414.90</b>



## Forest Lake FY24-25 DRAFT Budget

	23-24 Actuals Actual	23-24 Budget	Variance	24-25 Budget
<b>Income</b>				
ACTIVITIES - Income	8,660	14,625	5,965	9,000
Dinner Club Income	4,784	5,000	216	5,000
OX ROAST - Income	11,065		-11,065	12,000
ASSESSMENTS - DUES	113,445	179,860	66,415	194,000
LIEN - FEE COLLECTION	320	750	430	500
Charge Card Fees Inc	1,491	1,050	-441	1,500
BOAT STICKER & KEY Income	6		-6	0
CAMPGROUND SITE RENTAL	51,957	58,530	6,573	58,000
Burn Pile Income	119		-119	0
FL Merchandise- Income	3,024	2,600	-424	3,000
Club&Park - Rental Income	4,700	2,700	-2,000	5,000
CORPORATE ASSET SALE	250		-250	0
DONATIONS	31		-31	0
FISH STOCKING DONATIONS	0	300	300	0
Website - Ad Income	0	260	260	0
COLLECTIONS - Misc Recoup	160		-160	0
DOCK RENTAL - Income	-960		960	0
INTEREST & DIVIDENDS	1,296	1,267	-29	1,300
MISCELLANEOUS - Income	38	5,000	4,962	0
OFFICE - Income (storage)	3,367	721	-2,646	3,400
Office Fixed - FSBO Ads	40		-40	0
PROPERTY LISTING - Income	70		-70	100
RENTAL HOUSE - Rent	3,100	5,600	2,500	
Parks Income	0	913	913	0
SNOWPLOW INCOME	19,595	24,000	4,405	20,000
Storage Income		3,000	3,000	0
TRASH - Income	20,892	23,000	2,108	21,000
Logging Income-Maple Ridge Hdw	33,111	30,000	-3,111	0
Northland CD Interest	1,443	4,531	3,088	1,500
<b>Total Income</b>	<b>279,749</b>	<b>363,707</b>	<b>83,958</b>	<b>335,300</b>

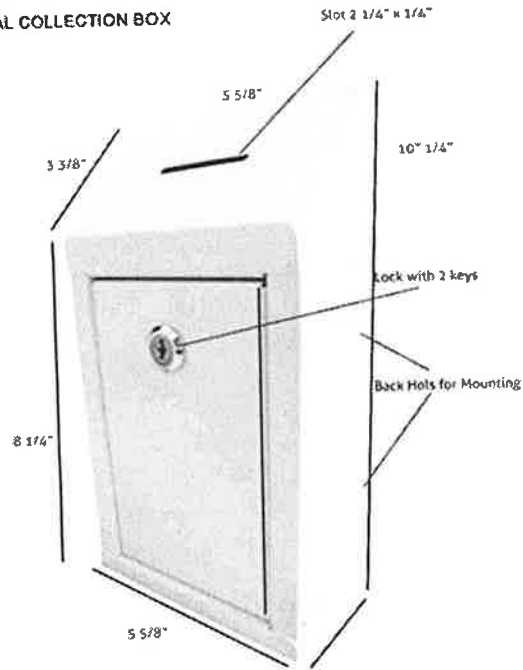
## Forest Lake FY24-25 DRAFT Budget

	23-24 Actuals Actual	23-24 Budget	Variance	24-25 Budget
<b>Expenses</b>				
ACCOUNTING	-6,200	5,045	-1,155	6,500
ACTIVITIES - Expense	-8,361	12,500	4,139	9,000
Dinner Club Expenses	-4,203	4,056	-147	4,300
OX ROAST - Expenses	-10,435		-10,435	11,000
BANK - Expenses	-3,950	489	-3,461	4,000
Charge Card Fees Exp	-1,536	1,375	-161	1,500
CAMPGROUND - Expenses	-842	395	-447	1,000
CAMPGROUND - Site Refund	-264	545	281	0
FL Merchandise - Expense	-1,059	4,353	3,294	2,500
CORPORATE ASSET PURCHASE	-3,028		-3,028	0
ECOLOGY	10,000	10,000	20,000	10,000
ELECTRICITY	-16,034	15,000	-1,034	16,500
EMPLOYEE EXPENSE	-1,451	1,000	-451	1,400
FLIP - Expense	100		100	0
COLLECTION & FORECLOSURE	-410		-410	500
GASOLINE	-11,336	15,000	3,664	13,000
HOUSEKEEPING	-116		-116	300
INSURANCE - Expense	-15,336	12,000	-3,336	16,000
LEGAL - Expense	-9,825	5,000	-4,825	10,000
MAINTENANCE	-26,368	25,000	-1,368	25,000
MILEAGE Reimbursement	0	300	300	0
MISCELLANEOUS - Expense	-419	1,000	581	500
OFFICE - Expenses	-6,217	8,000	1,783	6,300
OFFICE FIXED ADMINISTRATIVE	-3,772	8,600	4,828	4,000
PAYROLL TAXES - Expenses	-19,739	23,000	3,261	20,000
Propane & Nat Gas	-2,925	3,500	575	4,500
SECURITY - Forest Lake	-1,627	2,355	728	1,700
TAXES - Property, Corp & Misc	-4,019	2,000	-2,019	4,000
TELEPHONE	378	200	578	400
TRASH - Expense	-13,932	11,000	-2,932	14,000
VEHICLE REPAIR & MAINTENANCE	-8,429	7,000	-1,429	8,000
GROSS WAGES	-183,230	198,582	15,351	183,000
WELL FEE & WATER TESTING	-292	800	508	300
			0	
<b>Total Expenses</b>	<b>-354,876</b>	<b>378,095</b>	<b>23,218</b>	<b>379,200</b>
<b>Net Income</b>	<b>-75,127</b>	<b>-14,388</b>	<b>-89,515</b>	<b>-43,900</b>
Timing of Dues Payments	57,000			
<b>Total Loss</b>	<b>-18,127</b>			

[https://www.amazon.com/Donation-Collection-Office-Suggestion-Included/dp/B00UY718ZU/ref=sr\\_1\\_11\\_sspa?crid=17N9WTEFOHSXQ&dib=eyJ2ljojMSJ9.qeg6CLlp6Gvu52m\\_phb0O3U6Q118RdhdYCbPCXDpfAqNMVbO5QF-gnmC-bXYTV1jGm\\_kUkQIFWS7H1Ft9oZCIPjElprAAUkbbNSJ2ou5jphKG9U\\_jQhNU0qGbphjeQEJ7Q1ZdIXsKF3EWfHySJie3C10ACT9eDBpMY2bZOLKdUAgZOCBET2fXw65hohsgnxT8GZ0ncsXwh9K7s0MmyKiUWwQBxZe-\\_7dF7dIRZTdeFGFX3PHkKE5-22-0K8f0KWFxUvsUIH2PjbwddY3uRsi57nJqqva4ylyLfnF\\_KnZw.W9phk7wexR0d9SDVR0zWHBiDWpPW8vaNs7lo9BV3eQ&dib\\_tag=se&keywords=money%2Bbox%2Bon%2Bpost&qid=1717356503&srefix=money%2Bbox%2Bon%2Bpost%2Caps%2C157&sr=8-11-spons&sp\\_csd=d2lkZ2V0TmFtZT1zcF9tdGY&th=1](https://www.amazon.com/Donation-Collection-Office-Suggestion-Included/dp/B00UY718ZU/ref=sr_1_11_sspa?crid=17N9WTEFOHSXQ&dib=eyJ2ljojMSJ9.qeg6CLlp6Gvu52m_phb0O3U6Q118RdhdYCbPCXDpfAqNMVbO5QF-gnmC-bXYTV1jGm_kUkQIFWS7H1Ft9oZCIPjElprAAUkbbNSJ2ou5jphKG9U_jQhNU0qGbphjeQEJ7Q1ZdIXsKF3EWfHySJie3C10ACT9eDBpMY2bZOLKdUAgZOCBET2fXw65hohsgnxT8GZ0ncsXwh9K7s0MmyKiUWwQBxZe-_7dF7dIRZTdeFGFX3PHkKE5-22-0K8f0KWFxUvsUIH2PjbwddY3uRsi57nJqqva4ylyLfnF_KnZw.W9phk7wexR0d9SDVR0zWHBiDWpPW8vaNs7lo9BV3eQ&dib_tag=se&keywords=money%2Bbox%2Bon%2Bpost&qid=1717356503&srefix=money%2Bbox%2Bon%2Bpost%2Caps%2C157&sr=8-11-spons&sp_csd=d2lkZ2V0TmFtZT1zcF9tdGY&th=1)



METAL COLLECTION BOX



## Forest Lake Dam Annual Maintenance Schedule

Task	Times / Year	Hours / Task	Notes
Mowing grass	20	16	20 x 16 x \$20 = \$6,400
Adding/removing stop logs	15	2	15 x 2 X \$20 = \$600
Inspections	1	N/A	\$5,000
Debris Removal	2	4	2 x 4 x \$20 = \$160
Snow Plowing	10	2	10 x 2 x \$20 = \$400
Equipment Repair Allowance	N/A	N/A	\$500
Salt	N/A	N/A	\$400
<b>TOTAL</b>			<b>\$13,460</b>

1

**Forest Lake Special Assessment District  
COMPUTATION OF COST  
Restoration of Forest Lake Dam and Part 307 Lake Level  
April 18, 2024 Special Assessment Hearing**

Be It Known, that the Forest Lake Level Authority Board, acting as the delegated authority on behalf of Arenac County part 307 Legal Lake Level, in accordance with the statute in such case, made the following computation of the entire cost of said lake level, to-wit:

<b>1 Expense of Maintenance and Improvement of the Lake Level Structure</b>	\$35,000.00
Permitting	\$333,892.15
Project Mangement, Grant Administration, Accounting	\$472,612.75
Past Engineering/Preliminary Design/Soil Boring/Subsurface Investigations	\$460,250.00
Final Design, Easement Preparation and Bidding	
<b>2 Establishment of Special Assessment District</b>	\$16,000.00
Establishment of Special Assessment District and Legal Lake Level	\$15,000.00
Preparation of Assessment Roll and Levying Assessments	\$0.00
<b>3 Land and Property Acquisition</b>	
<b>4 Cost of Construction</b>	\$414,805.00
Phase I - Dowstream Stabilization	\$8,152,087.00
Phase II - Spillway	\$653,343.40
Siphon Design and Installation	\$451,566.67
Siphon System Rental	\$193,000.00
Stop Logs	
<b>5 Estimated Cost of Construction</b>	\$1,130,000.00
Construction Engineering, Administration, Staking and Observation	\$10,000.00
<b>6 Estimated Cost of Appeal (in case apportionments are not sustained)</b>	\$8,500.00
<b>7 Cost of Mailing, Publishing Notices and Administration</b>	\$175.00
<b>8 Circuit Court Judge Fees</b>	
<b>9 Legal Fees</b>	\$14,000.00
Arenac County BOC Attorney	\$80,000.00
Lake Level Attorney	\$45,600.00
Financing Attorney	
<b>10 Note &amp; Bond Issuance Costs</b>	\$25,500.00
Financial Advisor	\$4,500.00
Official Statement	\$16,000.00
Rating Agency	\$450.00
Municipal Advisory Council of Michigan (2024 issue)	\$2,500.00
Advertising/Misc	\$500.00
Paying Agent Fee	\$1,000.00
Michigan Department of Treasury Filing	\$40,000.00
Underwriter Fee (assumed 2% of approximate bond size)	\$70,000.00
<b>11 Capitalized Bond Interest (6 months)</b>	<u>\$12,646,281.97</u>
<b>Gross Sum of Expenses</b>	<u>\$873,710.54</u>
<b>Contingent Expenses (7 ±%)</b>	\$7,976,112.57
Less NRCS-EWP Grant	\$800,000.00
Less MEDC Grant	\$2,320,497.29
Less EGLE DRR Grant	\$50,000.00
Less Saginaw Indian Chippewa Tribe	\$286,042.00
Less PA 166 Grant	\$2,087,340.65
<b>Total Cost of Construction of Forest Lake - Lake Level Control Structure</b>	

Filed in the office of the Forest Lake Level Authority Board as the Delegated Authority for Arenac County with other papers pertaining to the within-mentioned lake level. Dated at \_\_\_\_\_, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Raymond Daniels, Chairman of Forest Lake Level Authority Board



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Warren Miller  
Project Manager  
Spicer Group Inc.

May 31<sup>st</sup>, 2024

RE: Forest Lake SSP Alternate Pricing REV 2

Warren,

We have completed the review and pricing for the IFC set of the alternative spillway for the Forest Lake Project. For clarity we have also included the clarifications from our original proposal so that all information is found in one document.

#### **Pricing**

Lump Sum: \$7,385,490.00 ---- *seven million three hundred eighty-five four hundred ninety dollars and zero cents.*

The lump sum pricing above includes the allowances listed below. These allowances would be paid based on Fisher's standard labor and equipment rates. All materials, subcontractors, trucking, etc would be paid based on cost plus 5%.

- Dewatering: \$250,000.00
- Temp Utility Relocation: \$50,000.00

The lump sum pricing above includes unit prices for the items listed below. These items would be paid based on the quantity actually completed and all other work would be based on a lump sum.

- Concrete Repair – Shallow: \$380.00 per square foot (15 square feet included)
- Concrete Repair – Deep: \$900.00 per square foot (15 square feet included)
- Concrete Repair – Corner: \$1,260.00 per foot (5 feet included)
- Crack Injection: \$200.00 per foot (50 feet included)
- Floor Crack Injection: \$250.00 per foot (25 feet included)
- Backfill Void Grouting: \$3,870 per cubic foot (2 cubic feet included)



### Clarifications

- 1) Proposal is based on the project engineer also covering the quality control manager position.
- 2) Proposal is based on the filter layers be installed as shown in attachment 2.
- 3) Proposal does not include a pre or post survey and the install of control points (refer to sheet I-02 the Proposed Instrumentation Plan). This was removed per Spicer.
- 4) Proposal does not contain any temporary bracing for the sheet pile chute. We have assumed it will be the responsibility of GEI to determine if additional bracing is required to meet the excavation grades as shown in attachment 3. If it is found that temporary bracing is required and/or the contractor is responsible for that determination, then additional costs will apply.
- 5) This proposal assumes that we can excavate and sequence the work in the following manner also reference attachment 3. Changes to this sequence may result in pricing changes.
  - a. Stage 1 – Excavate to 10' above the subgrade in the chute.
  - b. Install SSP to 10' below proposed concrete (as shown on drawings) and bracing.
  - c. Install dewatering system (if needed).
  - d. Stage 2 – Excavate to subgrade.
  - e. Install filter sand and drainage stone.
  - f. Install concrete slabs.
- 6) Proposal is based on our intended means and methods being acceptable. If deviations are required additional costs could apply.
- 7) Proposal does not include the installation of VWP-EX01. This instrument will not be able to be worked around as the excavation within the chute will not allow us to operate equipment and allow the instrument to survive. If it is required, we will need to reevaluate our pricing to install and protect that instrument.
- 8) Proposal does not include any positional monitoring of the steel sheet pile, existing structures or the temporary excavation support. (Spec Section 31 09 13 - MONITORING OF STRUCTURES)
- 9) We have included winter conditions for concrete work.
- 10) Proposal is based on leaving the excavation support (soldier pile and lagging) in place.
- 11) Proposal is based on the thickened slab edges not being considered mass concrete.



- 12) Proposal does not contain any dewatering provisions beyond small sump pumps and casual dewatering. Any dewatering measures required for permanent or temporary construction would come out of the dewatering allowance. It is understood that all work associated with excavation dewatering and surface water drainage as described in the Dewatering Specification 31 23 19, and all efforts associated with the dewatering, will be included under the Dewatering allowance. This includes but is not limited to: design, mobilization/unloading, assembly, installation, daily monitoring, QC, monitoring, backup power equipment rentals or 24-hour watch, power or fuel costs, sediment filter bags and disposal, well abandonment, etc.
- 13) Our proposal assumes the Dewatering allowance amount is sufficient for the effort and duration of dewatering required to meet our bid schedule. The contractor takes no ownership of the current allowance, not being able to meet the intent for dewatering for the duration that the work progresses.
- 14) Our interpretation of Spec 01 71 23 Surveying is that the contractor is responsible post-earthwork survey(s) and as-built shots on storm drain system by contractor utilizing GPS equipment. A full-time licensed surveyor is not included in our proposal. We have not included efforts to survey backfill layers.
- 15) We did not include abrasive /sand "blasting cleaning" of stoplog slots. Hand tool /power tool cleaning will be performed prior to painting with standard exterior paint.
- 16) Proposal does not include the use of a multi-tier template. Single beams will be used for alignment and levels for verticality.
- 17) We have not included additional capabilities of bypassing flood events beyond the existing siphon system capacity, which may or may not meet the specification peak flow of 460 cfs. The project would be responsible for damages to construction due to flooding above and beyond siphon capabilities if encountered.
- 18) Our proposal does not include time or effort associated with the Refill Plan and do not take any ownership or responsibility in refilling the lake. We will maintain the siphon system during construction for the duration of our bid schedule, and we can turn off the siphon system at substantial completion in order for the Owner to begin refilling and operating the lake level.
- 19) We have not included smart pig or laser profiling of the spillway subdrainage. We will survey (by contractor) inverts to document slope and inspect pipe for roundness as it is backfilled.





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- 20) Invert tolerance will be within +/-0.15 foot of elevation.
- 21) Our proposal assumes concrete slab cross footings can be boxed out for the underdrain system crossings and backfilled with drainage stone. No PVC sleeve included for these areas.
- 22) Our proposal is based on using 24 to 36 inch rock from Levy, Alpena, MI for the specified R2200 rock.
- 23) Our proposal is based on using #4 limestone from Bay Agg in replace of MDOT 4AA as bedding stone.

**Excludes:** Hazardous or contaminated material handling or disposal; liquated damages; mechanical or chemical soil stabilization; undercuts; mechanical work and electrical work.

If there are any questions, please let us know.

Josh McClaren  
Project Manager/Estimator  
Fisher Contracting  
[jmccclaren@thefisher.co](mailto:jmccclaren@thefisher.co)  
C: 270-621-0186

Attachments: (1) Pricing and Schedule; (2) Filter Layers; (3) Excavation Plan



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## Attachment 1: Pricing and Schedule

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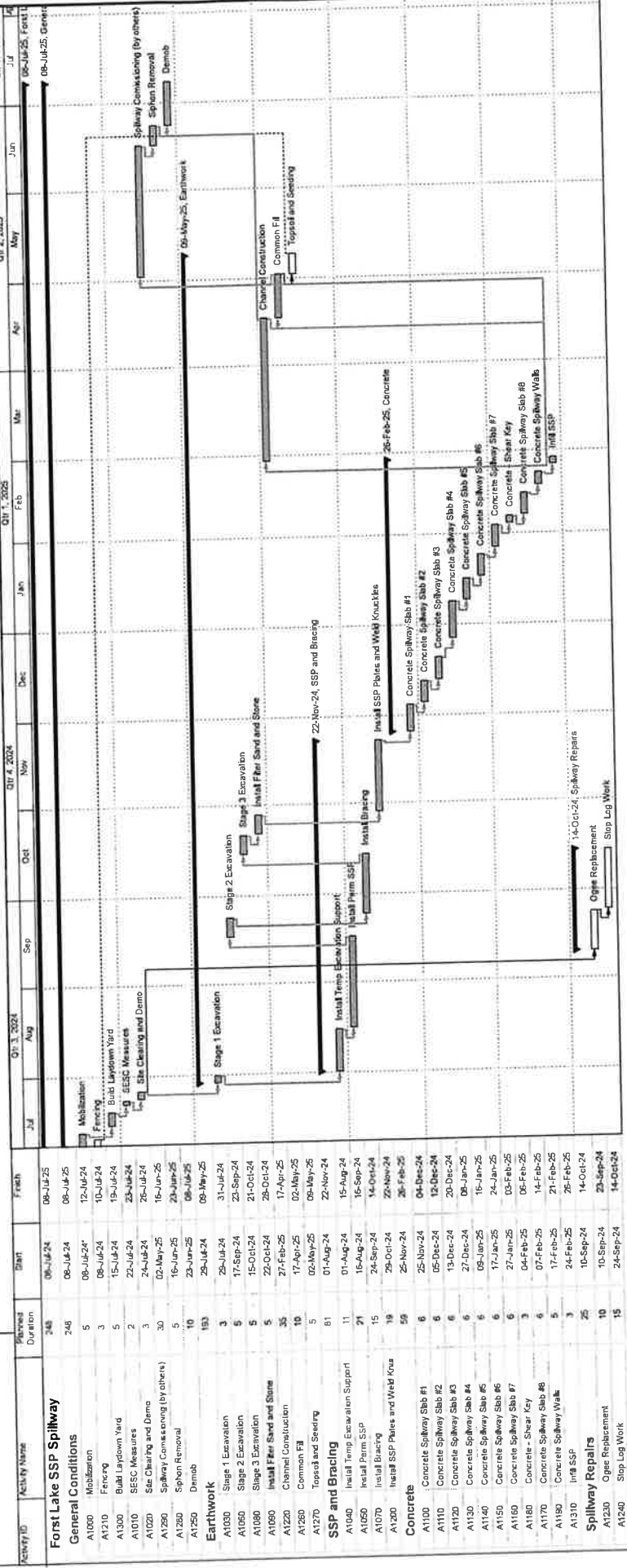
ESTABLISHED IN 1957

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Data Date: 08-Jul-24

Forst Lake SSP Spillway

JD240509



SCHEDULE

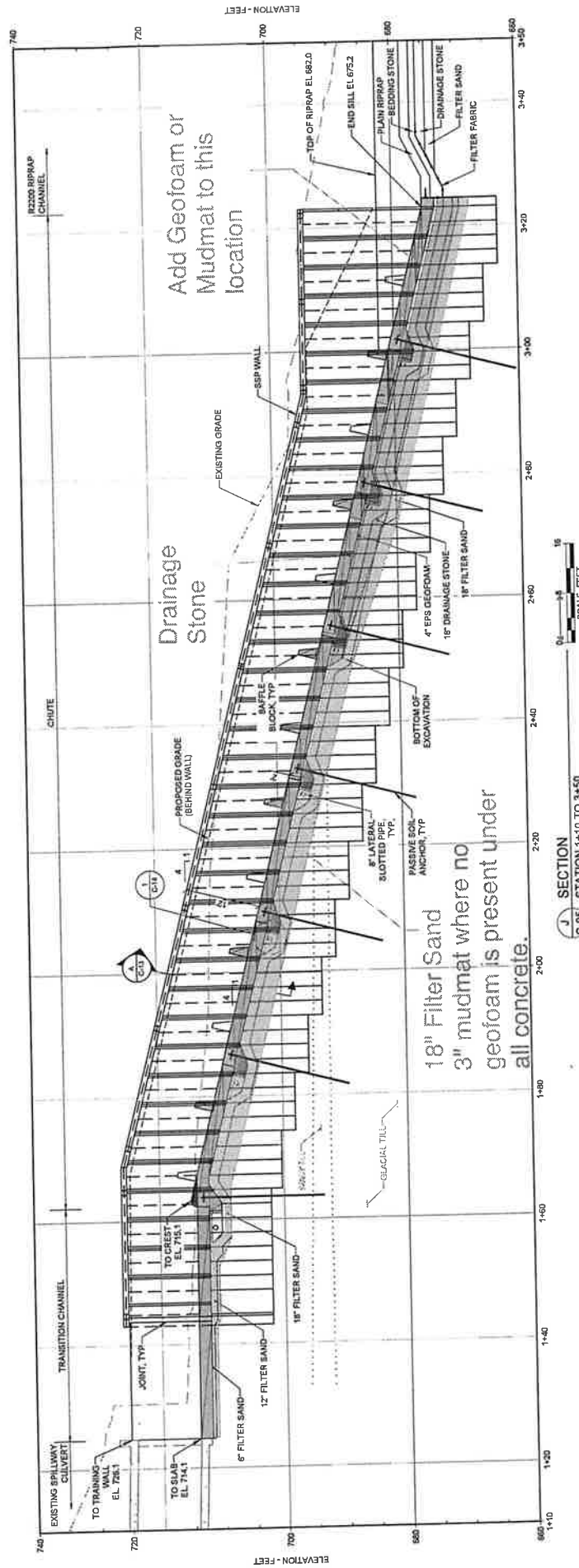
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary

ITEM #	ITEM	UNIT	QTY	Check Set Unit Price	Check Set Pricing	IFC Unit Price	IFC Pricing	Variance	Notes
<b>Base Bid</b>									
10	General Conditions and Mob/Demob	1 LS		N/A	\$ 1,164,108.65	N/A	\$ 1,089,478.38	\$ (74,630.27)	Removed pre and post survey, control points install; structure monitoring
20	Siphon Rental and Maintenance	1 LS		N/A	\$ 412,590.24	N/A	\$ 416,267.67	\$ 33,677.43	Add 1 month of siphon rental per Spicer Direction
30	Siphon Removal	1 LS		N/A	\$ 56,785.34	N/A	\$ 56,785.34	\$ -	
40	Road Repair and Dock Reconstruction	1 LS		N/A	\$ 37,883.69	N/A	\$ 37,883.69	\$ -	
50	SESC Measures	1 LS		N/A	\$ 14,037.45	N/A	\$ 14,037.45	\$ -	
60	Instrumentation	1 LS		N/A	\$ 8,658.10	N/A	\$ 11,696.15	\$ 3,038.05	Change staff gauge details and added 1 temp gauge
70	Demolition	1 LS		N/A	\$ 71,503.10	N/A	\$ 71,503.10	\$ -	
80	Temporary Cofferdams	1 LS		N/A	\$ 31,271.32	N/A	\$ 31,271.32	\$ -	
90	Temporary Excavation Support	1 LS		N/A	\$ 305,844.00	N/A	\$ 305,844.00	\$ -	
100	Channel Earthwork	1 LS		N/A	\$ 1,210,180.60	N/A	\$ 1,210,180.60	\$ -	
110	Chute Earthwork	1 LS		N/A	\$ 381,656.00	N/A	\$ 526,834.00	\$ 145,178.00	Changes in excavation plan due to conversations with GEI/Spicer and added exterior filter sand.
120	Drain System	1 LS		N/A	\$ 84,808.95	N/A	\$ 94,333.34	\$ 9,524.39	Add check valve, outlet pipe, insulation overlap 12" pipe and paint manhole.
130	Perm. Sheet Pile and Sheeting	1 LS		N/A	\$ 848,625.71	N/A	\$ 848,625.71	\$ -	
140	Bracing	1 LS		N/A	\$ 205,966.48	N/A	\$ 205,966.48	\$ -	
150	Steel Sheeting	1 LS		N/A	\$ 432,267.40	N/A	\$ 432,267.40	\$ -	
160	Concrete	1 LS		N/A	\$ 1,214,533.92	N/A	\$ 1,175,496.32	\$ (39,037.60)	Eliminated the Shear Key in cast in place wall section.
170	Fencing	1 LS		N/A	\$ 26,945.12	N/A	\$ 26,945.12	\$ -	
180	Restoration	1 LS		N/A	\$ 124,322.80	N/A	\$ 124,322.80	\$ -	
190	Spillway Rehab Work	1 LS		N/A	\$ 102,505.79	N/A	\$ 102,505.79	\$ -	
200	Traffic Control	1 LS		N/A	\$ 16,311.28	N/A	\$ 16,311.28	\$ -	
210	Temp Access	1 LS		N/A	\$ 207,444.06	N/A	\$ 207,444.06	\$ -	
				<b>Base Bid SUBTOTAL</b>	<b>\$ 6,958,250.00</b>		<b>\$ 7,036,000.00</b>	<b>\$ 77,750.00</b>	
<b>Unit Prices</b>									
500	Concrete Repair - Shallow	15 SF		\$ 380.00	\$ 5,700.00	\$ 380.00	\$ 5,700.00	\$ -	
510	Concrete Repair - Deep	15 SF		\$ 900.00	\$ 13,500.00	\$ 900.00	\$ 13,500.00	\$ -	
520	Concrete Repair - Corner	5 FT		\$ 1,260.00	\$ 6,300.00	\$ 1,260.00	\$ 6,300.00	\$ -	
530	Crack Injection	50 FT		\$ 200.00	\$ 10,000.00	\$ 200.00	\$ 10,000.00	\$ -	
540	Floor Crack Injection	25 FT		\$ 250.00	\$ 6,250.00	\$ 250.00	\$ 6,250.00	\$ -	
550	Backfill Void Grouting	2 CF		\$ 3,870.00	\$ 7,740.00	\$ 3,870.00	\$ 7,740.00	\$ -	
				<b>Unit Prices SUBTOTAL</b>	<b>\$ 41,750.00</b>		<b>\$ 49,490.00</b>	<b>\$ -</b>	
<b>Allowances</b>									
901	Dewatering Allowance	1 LS		N/A	\$ 250,000.00	N/A	\$ 250,000.00	\$ -	
902	Utility Relocation Allowance	1 LS		N/A	\$ 50,000.00	N/A	\$ 50,000.00	\$ -	
				<b>Allowances SUBTOTAL</b>	<b>\$ 300,000.00</b>		<b>\$ 300,000.00</b>	<b>\$ -</b>	
<b>TOTAL BASE BID</b>							<b>\$ 7,385,490.00</b>	<b>\$ 77,750.00</b>	



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## Attachment 2: Filter Layers



Add Geofom or Mudmat to this location

Drainage Stone

18\"/>



SECTION C-05 STATION 1+10 TO 3+50

**NOT FOR CONSTRUCTION**

SHEET NO. **19 OF 42**  
 SHEET NAME **SPILLWAY CHUTE PROFILE WITH UNDERDRAIN SYSTEM**  
 DWG. NO. **C-06**

NO.	DATE	ISSUE/REVISION	APP.
3	12/15/2023	FINAL DESIGN	DLD
2	9/29/2023	90% DESIGN	DLD
1	7/7/2023	90% DESIGN	DLD
0	4/14/2023	CLIENT REVIEW	DLD

**FOREST LAKE DAM SPILLWAY REHABILITATION**  
 WELLS CREEK  
 ALGER, MICHIGAN  
 GEI PROJECT #2302241

FOREST LAKE PROPERTY OWNERS ASSOCIATION  
 6180 BOBCAT TRAIL  
 ALGER, MI 48610



Designed:	GLX	MLF
Drawn:	DLD	
Checked:	RA	
Approved:	PE#201055965	
P.E. No.:	PE#201055965	
GEI Project:	2302241	

**DRAFT**

Attention: 1" = 10' scale for 1" = 10' scale drawings. 1" = 10' scale drawings are not original scale.

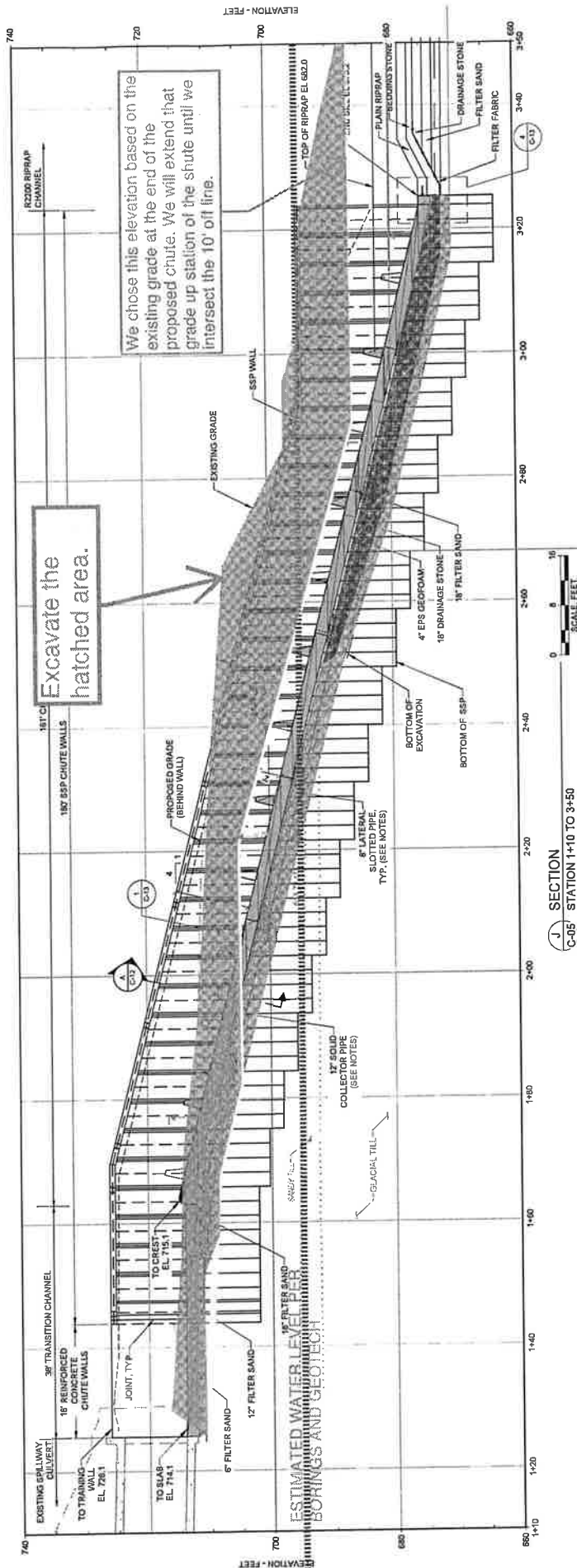
- NOTES:
- FINAL POSITION MAY VARY FROM VALUES SHOWN. MINIMUM DRAIN CLEARANCES AND SLOPES CONTROL.
  - OWNER RESPONSIBLE FOR CONSTRUCTING DRAIN WITH MINIMUM SLOPES SHOWN.



Dedicated *People*; Committed to Excellence

## Attachment 3: Excavation Plan

# STEP 1



We chose this elevation based on the existing grade at the end of the proposed chute. We will extend that grade up station of the chute until we intersect the 10' off line.

Excavate the hatched area.

J SECTION C-35 STATION 1+10 TO 3+50



- NOTES:
- FINAL POSITION MAY VARY FROM VALUES SHOWN.
  - CONTRACTOR RESPONSIBLE FOR CONSTRUCTING DRAIN PIPES WILL BE TYPE 12-12 W/ HDPE PIPE BY ADS OR AS APPROVED BY ENGINEER.

Attention:  
 1" = 10' scale bar does not mean to be used for final work.



FOREST LAKE PROPERTY OWNERS ASSOCIATION  
 6180 BOBCAT TRAIL  
 ALGER, MI 48610

FOREST LAKE DAM SPILLWAY CHUTE REHABILITATION  
 WELLS CREEK  
 ALGER, MICHIGAN  
 GEI PROJECT #2302241

NO	DATE	ISSUER/REVISION	APP
4	5/14/2024	FOR CONSTRUCTION	DLD
3	12/15/2023	FINAL DESIGN	DLD
2	9/29/2023	80% DESIGN	DLD
1	7/7/2023	80% DESIGN	DLD
0	4/14/2023	CLIENT REVIEW	DLD

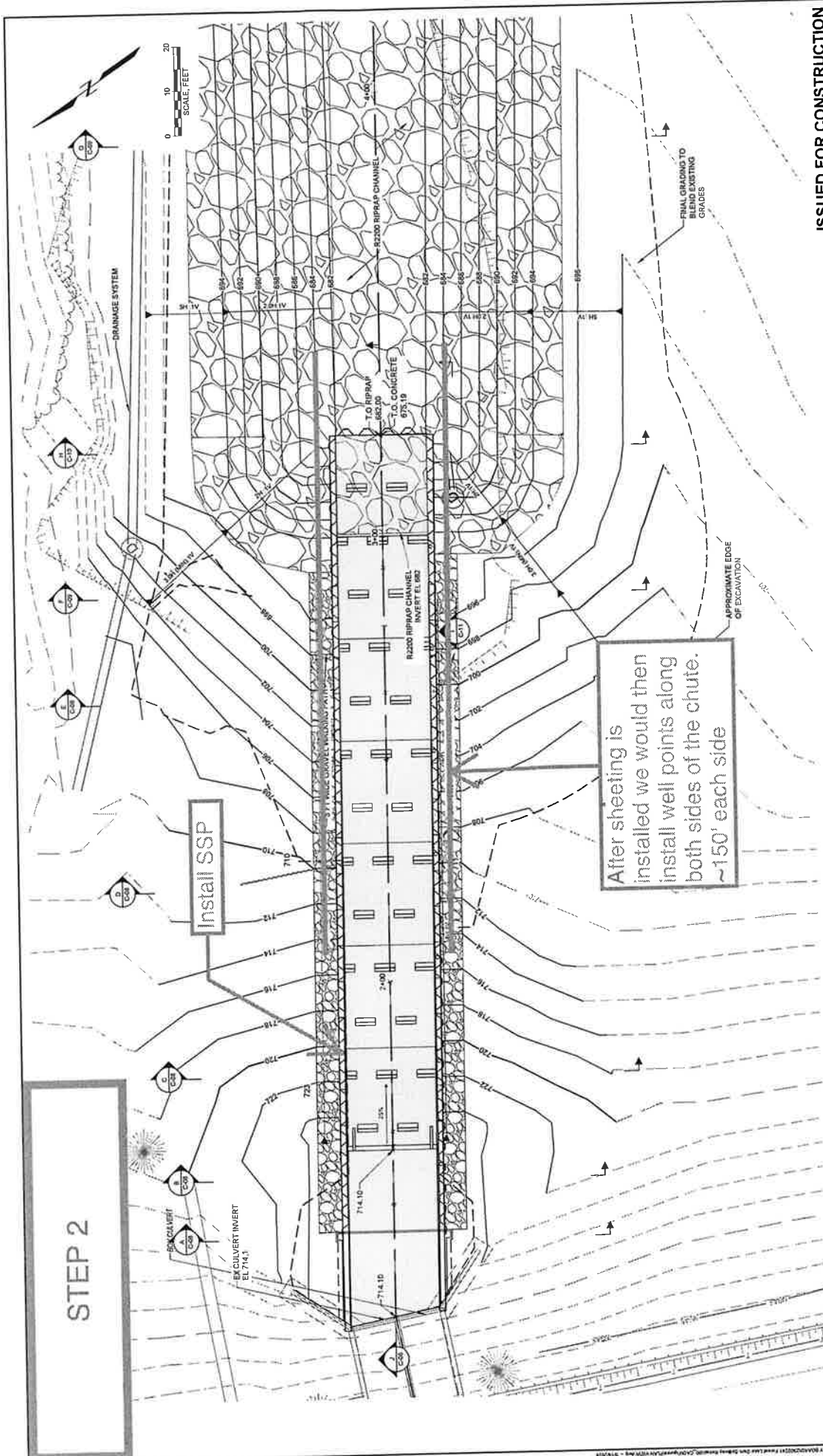
SHEET NAME  
**SPILLWAY CHUTE PROFILE WITH UNDERDRAIN SYSTEM**

SHEET NO.  
**19 OF 40**

DWG. NO.  
**C-06**

## ISSUED FOR CONSTRUCTION





**STEP 2**

Install SSP

After sheeting is installed we would then install well points along both sides of the chute. ~150' each side

ISSUED FOR CONSTRUCTION

SHEET NO. 18 OF 40  
 SHEET NAME SPILLWAY CHUTE PLAN VIEW  
 DWG NO. C-05

NO	DATE	ISSUE/REVISION
0	4/14/2023	CLIENT REVIEW
1	7/7/2023	50% DESIGN
2	9/29/2023	50% DESIGN
3	12/15/2023	FINAL DESIGN
4	5/10/2024	FOR CONSTRUCTION

**FOREST LAKE DAM SPILLWAY REHABILITATION**  
 WELLS CREEK  
 ALGER, MICHIGAN  
 GEI PROJECT #2302241

FOREST LAKE PROPERTY OWNERS ASSOCIATION  
 6780 BOBCAT TRAIL  
 ALGER, MI 48610

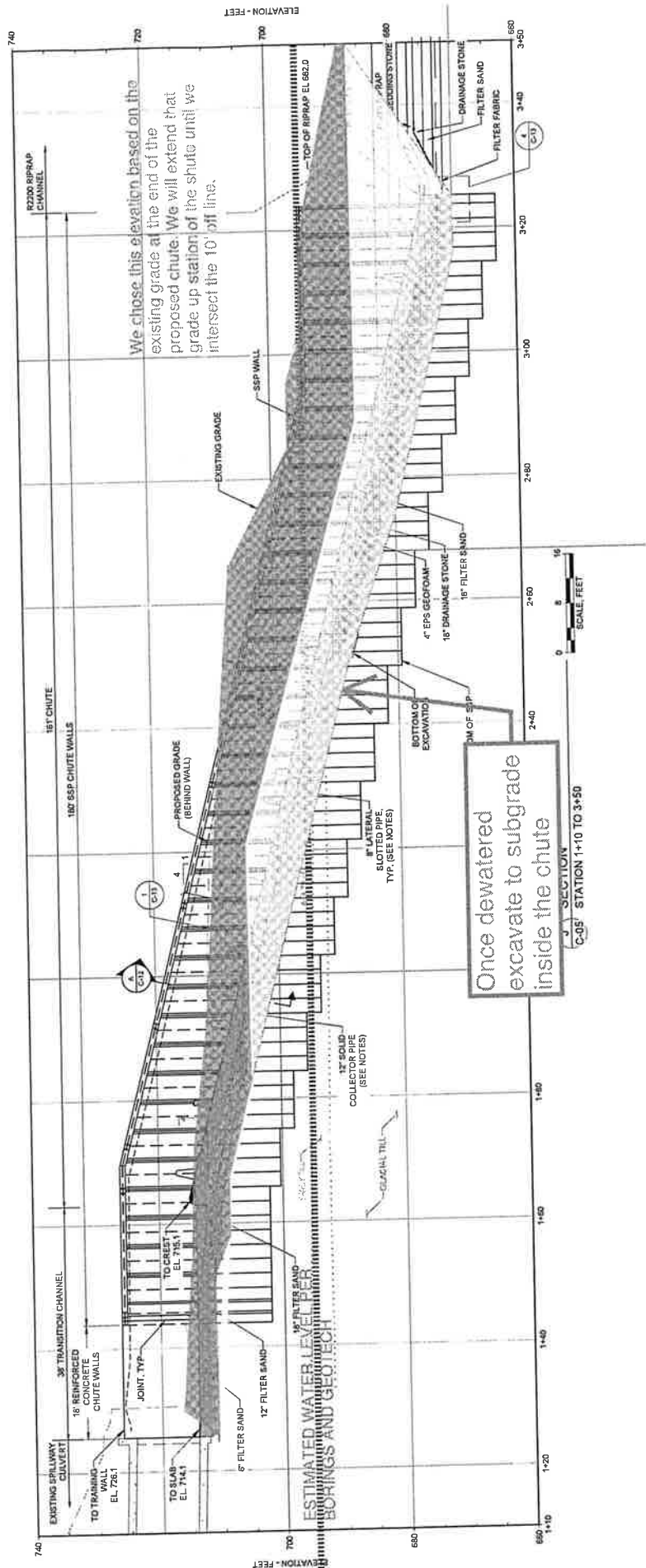


Designed: GLK	MLF
Drawn: DLD	DLD
Checked: RJA	RJA
Approved: PE#60105496	PE#60105496
GEI Project: 2302241	

Attention:  
 If this scale bar does not show a 1" has a drawing a not original scale.

NOTE: UNDERDRAIN SYSTEM NOT SHOWN FOR CLARITY.

# STEP 3



We chose this elevation based on the existing grade at the end of the proposed chute. We will extend that grade up station of the chute until we intersect the 10' off line.

Once dewatered excavate to subgrade inside the chute

ISSUED FOR CONSTRUCTION

SHEET NO. 19 OF 40  
 SHEET NAME: SPILLWAY CHUTE PROFILE WITH UNDERDRAIN SYSTEM  
 DWG. NO. C-06

NO.	DATE	ISSUE/REVISION
4	5/14/2024	FOR CONSTRUCTION
3	12/15/2023	FINAL DESIGN
2	9/29/2023	95% DESIGN
1	7/7/2023	95% DESIGN
0	4/14/2023	CLIENT REVIEW
		DLD
		APP

**FOREST LAKE DAM SPILLWAY REHABILITATION**  
 WELLS CREEK  
 ALGER, MICHIGAN  
 GEI PROJECT #2302241

PROPERTY OWNERS  
 ASSOCIATION  
 6180 BOBCAT TRAIL  
 ALGER, MI 48610



Designed:	GLX
Drawn:	MLF
Checked:	DLD
Approved:	RJA
P.E. No.:	PE#20105-695
GEI Project:	2302241

Attention:  
 This work shall be done in accordance with the approved plans and specifications. No changes shall be made without the approval of the engineer.

- NOTES:
- FINAL POSITION MAY VARY FROM VALUES SHOWN.
  - MINIMUM DRAIN CLEARANCES AND SLOPES
  - CONTRACTOR RESPONSIBLE FOR CONSTRUCTING DRAIN PIPES WITH MINIMUM SLOPES SHOWN.
  - DRAIN PIPES WILL BE TYPE A/R-WT 18 HOPE PIPE BY
  - ADD CH AS APPROVED BY ENGINEER.

Date of Issuance:	Effective Date: 6/7/24
Owner: Forest Lake Level Authority Board	Owner's Contract No.:
Contractor: Fisher Contracting Company	Contractor's Project No.:
Engineer: Spicer Group, Inc.	Engineer's Project No.: 133386SG2023
Project: Forest Lake Dam	Contract Name: Forest Lake Dam

The Contract is modified as follows upon execution of this Change Order:

Description: **Change Order to adjust project scope to substitute Steel Sheet Pile in place of Concrete Walls for spillway. Original bid form was used as a basis of the change order and additional items from the IFC proposal REV 2 dated 5/31/2024.**

Attachments: Exhibit A and IFC Alternative Bid Proposal (REV2)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 8,152,087.00	Original Contract Times: Substantial Completion: <u>May 1<sup>st</sup>, 2025</u> Ready for Final Payment: <u>August 30<sup>th</sup>, 2025</u> days or dates
[Increase] [Decrease] of this Change Order: Decrease \$ 766,597.00	[Increase] [Decrease] of this Change Order: No Change Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 7,385,490.00	Contract Times with all approved Change Orders: Substantial Completion: <u>May 1<sup>st</sup> 2025</u> Ready for Final Payment: <u>August 30<sup>th</sup>, 2025</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

# King Fisher Road

Parcel No. 008-0-F51-000-357-00  
Lot 357, Forest Lake Heights No. 2  
Dimensions: 56x105x192x178 (~0.34 acres)  
Taxable Land Value: \$2,800  
Assessed Value: \$1,400  
SEV: \$1,400  
2023 Summer Taxes: \$51.92  
2023 Winter Taxes: \$15.80  
FLLAB Special Assessment: \$754.69  
Est. Annual SA Tax: ~\$95.60  
**Asking Price: \$2,800**

