



June 16, 2021

TO: Members of the Berrien/Cass MS4 Group
City of Buchanan
333 N. Second Street
Niles, MI 49120

RE: Berrien/Cass County NPDES MS4 Compliance
City of Buchanan
Letter Agreement for Professional Services

Dear Member of the Berrien/Cass MS4 Group:

This document contains Spicer Group's proposal to you for the administration and assistance with compliance tasks associated with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program for the following members:

Berrien County Drain Commissioner & Administration
Cass County Road Commission
Village of Stevensville
Lincoln Charter Township
City of Niles
City of Buchanan

Berrien County Road Department
Village of Edwardsburg
St. Joseph Charter Township
City of Bridgman
City of St. Joseph
City of Benton Harbor

Members with nested jurisdictions include the following:

Cass County Road Commission - Cass County Drain Commissioner
City of Niles - Niles Public Schools
City of Buchanan - Buchanan Public Schools

BACKGROUND

Since January of 2014, Spicer Group has been providing services and completing tasks for the above listed members of the Berrien/Cass County MS4 Group apart from St. Joseph Charter Township, a new member as of the spring of 2017, and the City of Benton Harbor, a new member as of spring 2020. Spicer Group's responsibility has been to assist the permittees with their regulatory compliance tasks on an annual basis. The only exception to the list of plans for compliance with NPDES regulations, as administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), is that no assistance is needed for the Public Education Plan (PEP) as this contracted service is currently being provided by the Southwest Michigan Planning Commission (SWMPC). Spicer Group has submitted the new NPDES MS4 individual permit applications via MiWaters for each member. At this time, it is Spicer Group's understanding that there are no further EGLE comments pertaining to the MS4 applications. The applications are in Lansing waiting to be put on public notice and issued. Per EGLE, members should expect their permits in 2022.

SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer's proposed services follow and are presented in a manner relevant to the NPDES Permit and the **potential** tasks that may be present any given year. **Attachment A**, included as a supplement to this

document, includes the list of participating members the proposal covers and shows the annual apportionment fee for each member. These participants will be invoiced quarterly during the timeframe of June 30, 2021, thru July 1, 2022.

ILLCIT DISCHARGE ELIMINATION PLAN (IDEP)

Spicer Group shall:

- Assist members in implementation of a program to find, prioritize and eliminate illicit discharges and illicit connections identified during dry weather screening activities.
- Compile MS4 maps to meet permit requirements as needed for members. (NOTE: most of these maps are complete at this time.)
- Revise existing maps and/or inventories of outfall and/or point of discharge sources for updates, as needed.
- Assist clients with innovative field documentation of outfall and/or point of discharge sources as needed.
- Provide inspections of outfall and/or point of discharge sources for clients, as scheduled.
- Provide any staff training required by the permit for compliance.
- Document appropriate items and metrics for progress reporting, with member assistance.

CONSTRUCTION STORM WATER RUNOFF CONTROL PROGRAM (CC)

Spicer Group shall:

- Provide assistance to members to document quantifiable goals for progress reporting.
- Provide any staff training required by the permit for compliance.

POST CONSTRUCTION CONTROLS (PCC)

Spicer Group shall:

- Provide services and experience related to the review of post construction control plans (storm water management plans for site developments) for purposes of progress reporting. This task may include assistance in documentation of inspection of sites after construction.
- Provide documentation for progress reporting.
- Provide assistance to members to document quantifiable goals for progress reporting.

POLLUTION PREVENTION / GOOD HOUSEKEEPING (PP/GH)

Spicer Group shall:

- Develop/update any existing maps and/or summary of storm water controls on the member's properties, if not already completed, during the application review process of the new individual permit.
- Provide assistance to inventory member's controls and develop any necessary measurable goals for Best Management Practices (BMPs) owned by the member to assist in documenting effectiveness.
- Provide or recommend required training for staff/field personnel in pollution prevention and good housekeeping practices as needed.
- Complete inspections of structural stormwater controls located on client's properties as scheduled.
- Assist with providing standard operating procedures for pollution prevention and good housekeeping for members as needed for permit compliance.

- Determine if a Storm Water Pollution Prevention Plan (SWPPP) and/or Pollution Incident Prevention Plan (PIPP) are necessary for the member and implement/update these plans, as needed. (Currently, these plans have been completed for all existing members at this time.)
- Provide recommendations to improve compliance in this section of the permit.
- Meet with members on site “as needed” for inspections to assure compliance in this area.

EGLE AUDITS FOR NPDES STORM WATER PERMIT

Spicer Group will:

- Prepare the member for a EGLE audit as related to the NPDES Storm Water Discharge Permit program.
- Attend the audit and answer questions for the EGLE related to the member’s storm water program and compliance, if requested by the member.
- Obtain the EGLE review letter and based upon the review letter, Spicer Group will recommend or assist with the response and submittal of the information for the member.

EGLE NPDES MS4 STORM WATER PERMIT APPLICATIONS

Spicer Group will:

- Assist each member during the issuance process (including public notice). As stated above, it is Spicer Group’s understanding there are no further corrections to be made to the permit applications.

SERVICES NOT INCLUDED

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

- Public Education Planning services

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. When the additional services are agreed to, we will provide an authorization letter listing those services agreed upon. Our fee for the additional services will be determined at the time they are agreed to, authorized, and rendered.

FEE SCHEDULE

Our proposed fee schedule follows. Based on this annual budget, effective for the timeframe of June 30, 2021 thru July 1, 2022, Spicer Group will submit quarterly invoices to each member for our basic professional services, any additional authorized services and any reimbursable expenses. Please refer to **Attachment A** which includes the annual budget.

We have calculated these fees based on our understanding of what the members want us to do.

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.

June 16, 2021

Page 4 of 4

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start the project promptly.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



Ronald B. Hansen, P.E., P.S.
Principal



Kelsea R. Sutton, E.I.T., CFM
Project Manager

SPICER GROUP, INC.
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5592
mailto: kelseas@spicergroup.com

C: SGI File #121199SG2020
SMC, Accounting

Enclosure:
General Conditions
Attachment A

Above proposal accepted and approved by Member:

City of Buchanan

By: _____
(Authorized Signature)

Date: _____

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 not withstanding 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.

Berrien & Cass Counties NPDES MS4 Group
BUDGET: JUNE 30, 2021 - JULY 1, 2022

Total Number of Members: 12
 Berrien County Population: 156,813
 Cass County Population: 52,293
 Berrien County Population in UA: 89,824
 Cass County Population in UA: 8,988
 Total Urbanized Area (Berrien & Cass): 98,812

Proposed 2021 Budget: \$ 65,000.00
 Proposed IDEP Budget: \$ 15,750.00
 Proposed SWSC Budget: \$ 13,500.00

Villages Base Amount: \$ 1,250.00
 Township Base Amount: \$ 500.00
 Cities Base Amount: \$ 1,500.00

9 Members - Total of their base amount: \$ 11,000.00

Agencies Total: \$20,000.00
 Municipalities Population Ratio Allocation Amount: \$ 4,750.00

MUNICIPALITIES	Member Base Amount	Apportionment Based on UA	UA Apportionment Based on Allocation Amount	Percentage of IDEP Inspection Points	IDEP Inspection Costs	Percentage of SWSC Inspection Points	SWSC Inspection Costs	Allocation Total: 06/30/2020 - 07/01/2021	Allocation Total: 06/30/2021 - 07/01/2022	2021 to 2022 difference from 2020 to 2021	Quarterly Amounts: 06/30/2021 - 07/01/2022
Edwardsburg - Village	\$ 1,250.00	0.02	\$ 100.30	0.92%	\$ 145.16	7.11%	\$ 959.21	\$ 2,690.04	\$ 2,454.67	\$ (235.37)	\$ 672.51
Stevensville - Village	\$ 1,250.00	0.02	\$ 90.98	4.84%	\$ 762.10	1.32%	\$ 177.63	\$ 2,672.38	\$ 2,280.71	\$ (391.67)	\$ 668.10
Lincoln Charter Twp.	\$ 500.00	0.18	\$ 877.76	0.23%	\$ 36.29	16.05%	\$ 2,167.11	\$ 2,663.12	\$ 3,581.15	\$ 918.03	\$ 665.78
St. Joseph Charter Twp.	\$ 500.00	0.17	\$ 798.89	0.92%	\$ 145.16	3.42%	\$ 461.84	\$ 2,513.69	\$ 1,905.89	\$ (607.79)	\$ 628.42
Bridgman - City	\$ 1,500.00	0.03	\$ 136.87	1.61%	\$ 254.03	7.37%	\$ 994.74	\$ 3,259.33	\$ 2,885.64	\$ (373.69)	\$ 814.83
Niles - City	\$ 1,500.00	0.19	\$ 924.12	13.36%	\$ 2,104.84	28.16%	\$ 3,801.32	\$ 4,750.97	\$ 8,330.28	\$ 3,579.31	\$ 1,187.74
Buchanan - City	\$ 1,500.00	0.07	\$ 354.99	15.90%	\$ 2,504.03	0% No Inspect.	\$ -	\$ 3,672.62	\$ 4,359.02	\$ 686.41	\$ 918.15
St. Joseph - City	\$ 1,500.00	0.14	\$ 666.41	14.06%	\$ 2,213.71	21.05%	\$ 2,842.11	\$ 4,262.66	\$ 7,222.22	\$ 2,959.56	\$ 1,065.67
Benton Harbor - City*	\$ 1,500.00	0.17	\$ 799.69	0% TBD	\$ -	0% TBD	\$ -	\$ 4,515.20	\$ 2,299.69	\$ (2,215.51)	\$ 1,128.80
TOTALS	\$ 11,000.00	1.00	\$ 4,750.00	52%	\$ 8,165.32	84%	\$ 11,403.95	\$ 31,000.00	\$ 35,319.27		\$ 7,750.00

AGENCIES	Member Base Amount	Percentage of IDEP Inspection Points	IDEP Inspection Costs	Percentage of SWSC Inspection Points	SWSC Inspection Costs	Allocation Total: 06/30/2020 - 07/01/2021	Allocation Total: 06/30/2021 - 07/01/2022	2021 to 2022 difference from 2020 to 2021	Quarterly Amounts: 06/30/2021 - 07/01/2022
Berrien County Drain Commissioner & Administration	\$7,500.00	32.95%	\$ 5,189.52	13.42%	\$ 1,811.84	\$13,800.00	\$14,501.36	\$701.36	\$1,875.00
Berrien County Road Department	\$10,000.00	13.13%	\$ 2,068.55	0.00%	\$ -	\$15,300.00	\$12,068.55	-\$3,231.45	\$2,500.00
Cass County Road Commission	\$2,500.00	2.07%	\$ 326.61	2.11%	\$ 284.21	\$5,400.00	\$3,110.82	-\$2,289.18	\$625.00
TOTALS	\$20,000.00	48%	\$7,584.68	16%	\$2,096.05	\$34,500.00	\$29,680.73		\$5,000.00

Total June 2021 - July 2022 budget = \$65,000.00

*Note new member in 2020.

BERRIEN & CASS ANNUAL BUDGET 2021

	Cost estimate
Illicit Discharge Elimination Program (IDEP) Implementation	
Water Quality test supplies	\$750.00
Dry Weather Screening	\$15,000.00
Spill Documentation and follow-ups	\$5,000.00
Pollution Control and Good Housekeeping Controls	
Employee training (IDEP & spill refresher)	\$3,000.00
Structural Stormwater Control Inspections	\$13,500.00
TMDL Sampling & Plan Development	\$0.00
Progress Report - 2022 Documentation & Submittal via MiWaters	\$0.00
Facilitate watershed meetings (3 meetings)	\$4,500.00
As needed coordination with SWMPC	\$750.00
Administration, consultation & additonal meetings	\$5,000.00
MS4 Permit Applications	\$5,000.00
EGLE Audits	\$6,500.00
TOTAL =	\$59,000.00
Contingencies =	\$6,000.00
Budget for 2021 =	\$65,000.00