

Rik Kowall, Supervisor  
Anthony Noble, Clerk  
Mike Roman, Treasurer



Trustees  
Scott Ruggles  
Michael Powell  
Andrea C. Voorheis  
Liz Fessler Smith

## WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road , White Lake, Michigan 48383-2900, (248) 698-3300 Ext 8, [www.whitelaketwp.com](http://www.whitelaketwp.com)

July 1, 2022

Honorable Board of Trustees  
Charter Township of White Lake  
7525 Highland Road  
White Lake, MI 48383

### **RE: Peerless Midwest Well Maintenance One Year Contract Extension**

Honorable Board of Trustees,

Oakland County has issued a one-year contract extension to Peerless Midwest for well and pump maintenance and repair with no increase in unit pricing.

In 2018, Peerless extended the Oakland County contract unit pricing which was approved at the February 20, 2018 Board of Trustees meeting not to exceed \$400,000. Once again Peerless Midwest has offered to extend the Oakland County contract pricing to White Lake for the extension.

An executive summary of our activities over the last four years through this contract are attached. A complete report of well and pump maintenance and repair may be viewed in DPS.

**DPS requests the Board of Trustees approve a one-year extension of our Peerless Midwest contract not to exceed \$100,000.**

Please feel free to call with any questions.

Sincerely,

A handwritten signature in black ink that reads "Aaron Potter". The signature is written in a cursive style with a large initial "A".

Aaron D. Potter  
Director, Dept. of Public Services  
Charter Township of White Lake

2018



RECEIVED

MAR 12 2018

WHITE LAKE TOWNSHIP  
CLERK'S OFFICE

March 9, 2018

White Lake Township  
7525 Highland Road  
White Lake, Mi 48383

Attn.: Mr. Aaron Potter  
Superintendent

RE: Contract

Dear Aaron:

Enclosed please find the executed contract. We look forward to serving you

A handwritten signature in black ink, appearing to read "Michael Williams".

Very truly yours,

PEERLESS-MIDWEST, INC.

Michael J. Williams

MJW/rlk

2018

# EXHIBIT A

35 Pages



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE  
PURCHASING

Compliance Office | Purchasing  
248-868-0511 | purchasing@oakgov.com

Buyer: EJT

CONTRACT NUMBER: 005260

Event # 004119 B

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$700,000.00		Effective Date: 1/1/2018	Expiration Date: 12/31/2021
Contract Description:	WRC Well Maint Serv--M		
Contractor Information:		Contract Administrator:	
PEERLESS MIDWEST INC 55860 Russell Industrial Pkwy Mishawaka, IN 46545 Vendor No: 612			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Buyer: Edward Tucker OAKLAND COUNTY 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Steven Korth Manager Water Resources Commissioner One Public Works Drive 95 W Waterford MI 48328-1907 <a href="mailto:korths@oakgov.com">korths@oakgov.com</a>	

The Parties agree to the attached terms and conditions:

**FOR THE CONTRACTOR:**

SIGN: Michael J Williams  
Michael J Williams (Dec 19, 2017)

**FOR THE COUNTY:**

SIGN: Steven Korth  
Steven Korth (Dec 19, 2017)

Contract Administrator

CLA

SIGN: Scott N. Guzy  
Scott N. Guzy (Dec 19, 2017)

Pamela L. Weipert, CPA, CIA, Compliance Officer

or

Scott N. Guzy, CPPO, MBA, Purchasing Admin

2018-2022  
NOT TO EXCEED \$400,000.00

## WELL MAINTENANCE AND SERVICE AGREEMENT

### AN AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF WHITE LAKE AND PEERLESS MIDWEST INC.

**THIS AGREEMENT** is made between Peerless Midwest Inc. ("Contractor"), a private - cCorporation, with offices located at 55860 Russell Industrial Pkwy, Mishawaka, IN 46545, and the Township of White Lake ("Township"), a Michigan municipal corporation, with offices at 7525 Highland Rd, White Lake, MI 48383. In this Agreement, the Contractor and the Township may be referred to individually as "Party" or jointly as "Parties".

**WHEREAS**, the Contractor agrees to extend to the Township a Cooperative Purchasing Program under Contract No. 005260 (copy attached as Exhibit A) between the Contractor and Oakland County, Michigan ("County"), a Michigan municipal corporation, with offices located at 1 Public Works Drive 95 W, Waterford, MI 48328.

**WHEREAS**, the Contractor agrees to extend to the Township unit pricing contained in Contract 005260 as set forth in Exhibit B.

**WHEREAS**, the Contractor agrees to extend to the Township the effective dates contained in County Contract 005260.

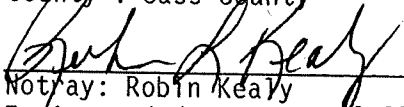
**IN CONSIDERATION**, of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree as follows:

1. The purpose of this Agreement is to create a blanket contract with the Contractor for service and repair of the Township's municipal wells and pumps.
2. The Contractor shall extend to the Township the terms, services, protections, conditions, and unit pricing (collectively, the "terms") contained in Contract 005260 between Contractor and the County as if the Township was the County under Contract 005260, substituting the Township in place of the County. Such terms include, but are not limited to, all warranties, indemnification and insurance protections under Contract 005260. The Contractor specifically agrees that the Township shall have the same rights, privileges and protections as provided under Sections 6.13 through 6.16, Section 7.1, 7.2 (no indemnity from Township), Section 8 (the Township shall be covered as an additional insured on all such insurance policies), Section 10.5 and Section 10.13 of Contract 005260. If the terms of this Agreement conflict with the terms of Contract 005260, the terms of this Agreement shall control.
3. All work performed under this Agreement will be at the direction of the Township.
4. Goods and services under this Agreement shall be provided on an as-needed basis and only at the request of the Township.
5. The effective dates of this Agreement shall be from this date, 3-08-2018 until 12-31-2021. This Agreement may be terminated as provided in Contract 005260.

6. This Agreement contains a Not to Exceed Maximum of \$400,000 aggregate for the duration of the Agreement.
7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement. Contractor is an independent contractor.
8. All work under this Agreement shall comply with Township standards.

For and in consideration of the mutual promises and representations set forth in this Agreement between the Contractor and the Township, the undersigned execute this Agreement on behalf of the Contractor and the Township, and by doing so legally obligate and bind the Contractor and the Township to the terms and conditions of this Agreement.

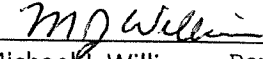
State of: Michigan  
County : Cass County



Notary: Robin Keavy

Expires: 7/5/2021 Date: 03.08.2018

PEERLESS MIDWEST INC.

By:   
Michael J. Williams, Deputy General Manager

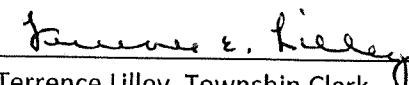
TOWNSHIP OF WHITE LAKE

Date: 3/12/2018

By:   
Rik Kowall, Township Supervisor

TOWNSHIP OF WHITE LAKE

Date: 3/12/18

By:   
Terrence Lilley, Township Clerk





Water Resources Commissioner

EJT

**AMENDMENT OF CONTRACT 005260**

**AMENDMENT 02**

**AMENDMENT DATE: October 28, 2021**

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
PEERLESS MIDWEST INC	55860 RUSSELL INDUSTRIAL PKWY
Vendor: 612	MISHAWAKA IN 46545

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Extend contract expiration date from 12/31/2021 to 12/31/2023

Add \$330,000.00 to the contract Not to Exceed (NTE) amount. The contract NTE will change from \$700,000.00 to \$1,030,000.00.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

**THE CONTRACTOR:**

SIGN / DATE: *Cathy Lance*  
Cathy Lance (Oct 28, 2021 08:49 EDT)

PEERLESS MIDWEST INC

**THE COUNTY OF OAKLAND:**

SIGN / DATE: *Scott N. Guzzy*  
Scott N. Guzzy (Oct 28, 2021 09:01 EDT)

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

CLA

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
PEERL	PEERLESS MIDWEST INC.				
04/25/2018	INVOICE	55232	ANNUAL WELL & PUMP TESTING AND SERVICE (7)	1,785.00	
04/27/2018	CHECK	WAT 6431			1,785.00
05/18/2018	INVOICE	55524	PULL AND INSPECT VILLAGE ACRES WELL #2 PUM	7,200.00	
05/18/2018	CHECK	WAT 6448			7,200.00
07/20/2018	INVOICE	56086	VILLAGE ACRES WELL 1-PULL, OVERHAUL, REINS	28,792.50	
07/20/2018	INVOICE	56067	VILLAGE ACRES WELL 1-DBLE DISC SURGE BLOCK	12,516.00	
07/20/2018	CHECK	WAT 6508			41,308.50
03/28/2019	INVOICE	471677	OVERHAUL ASPEN MEADOWS #2 WELL PUMP & MOTO	41,078.00	
03/29/2019	CHECK	WAT 6723			41,078.00
05/16/2019	INVOICE	476508	PULL OVERHAUL AND REINSTALL PUMP/MOTOR	22,108.62	
05/16/2019	CHECK	WAT 6756			22,108.62
07/11/2019	INVOICE	481946	TEST AND SERVICE (7) WELLS AND PUMPS	1,916.25	
07/11/2019	CHECK	WAT 6797			1,916.25
04/16/2020	INVOICE	505284	PULL OVERHAUL, REINSTALL PUMP AND MOTOR	24,000.00	
04/21/2020	CHECK	WAT 7053			24,000.00
06/18/2020	INVOICE	509402	NEW VSEM 40HP INVERTER DUTY RATED VHS MOTO	8,458.00	
06/18/2020	INVOICE	505468	SHOCK CHLORINATION AT LIBRARY SITE	220.00	
06/18/2020	CHECK	WAT 7096			8,458.00
06/18/2020	CHECK	GEN 85468			220.00
09/29/2020	INVOICE	516805-REVISED	ANNUAL TESTING & MTCE ON WELL & PUMP	2,231.25	
10/01/2020	CHECK	WAT 7197			2,231.25
04/16/2021	INVOICE	60119	VILLAGE ACRES #3-PULL OVERHAUL & REINSTALL	38,648.00	
04/16/2021	INVOICE	60118	VILLAGE ACRES #2-PULL OVERHAUL & REINSTALL	32,240.00	
04/16/2021	CHECK	WAT 7346			70,888.00
07/08/2021	INVOICE	61402	WEXFORD MANOR HYDRANT REPAIR	3,200.00	
07/08/2021	CHECK	GEN 87838			3,200.00
08/25/2021	INVOICE	62267	SUBURBAN KNOLLS WELL #2 ABANDONMENT	5,907.11	
08/25/2021	INVOICE	62266	SUBURBAN KNOLLS WELL #1 ABANDONMENT	7,097.65	
08/25/2021	INVOICE	62268	TWIN LAKES #2 ABANDONMENT	5,614.27	
08/26/2021	CHECK	WAT 7443	VOID (Orig Amt \$18,619.03 )		
08/26/2021	CHECK	WAT 7449			18,619.03
11/10/2021	INVOICE	63424	GRASS LK WELL AND PUMP INSPECTION	350.00	
11/10/2021	INVOICE	63423	GRASS LK INSPECT AND LOCATE EXISTING TRANS	600.00	
11/10/2021	CHECK	TNA 14550			950.00
02/23/2022	INVOICE	64174	ANNUAL MAINT TESTING ON 5 WELLS	3,625.00	
02/24/2022	CHECK	WAT 7607			3,625.00
05/05/2022	INVOICE	66344	WELL ABANDONMENT/BAGY PARCEL	3,731.65	
05/05/2022	INVOICE	66343	WEXFORD WELL ABANDONMENT	4,960.15	
05/05/2022	CHECK	GEN 89779			4,960.15
05/05/2022	CHECK	GEN 89797			3,731.65
Total:				256,279.45	256,279.45
Net of 22 Invoices / 18 Checks					
Grand Total 22 invoices and 18 checks f				256,279.45	256,279.45