

VILLAGE *of* LAWTON
VILLAGE COUNCIL MEETING
125 S. MAIN STREET, LAWTON, MI 49065
TUESDAY, OCTOBER 26TH, 2021 – 7:00 P.M.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. CONSENT AGENDA

A. Approval of the October 26th, 2021, Agenda

B. Approval of the October 12th, 2021, Minutes

V. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS

A. Communication requesting consideration of downtown internet access.....Discussion

B. Communication from Antwerp Township regarding Senior Services Millage.....Discussion

VI. CITIZENS' COMMENTS – (Please keep comments to 3 minutes)

VII. PUBLIC HEARINGS / APPOINTMENTS / PROCLAMATIONS

A. Appointment of Ryan Tanis as a Village of Lawton Council person for the unexpired Village Council term ending in November, 2022.....Recommend Approval by Roll Call Vote

VIII. OLD BUSINESS:

IX. NEW BUSINESS

- A. Request from the Lawton Lions Club to hold the annual Lions Lighted Christmas Parade on Friday, Dec. 10th at 7:00 pm.....Recommend Approval by Voice Vote
- B. Approval of Contract with Abonmarche Engineering, Architecture, and Land Surveying of Benton Harbor, Michigan for a Facilities analysis and feasibility study for the Lawton Village Hall Complex in the amount of \$14,925.00.....Recommend Approval by Roll Call Vote

X. BOARD, COMMITTEE, AND STAFF REPORTS

- A. Village Manager

XI. COUNCIL COMMENTS

XII. ADJOURNMENT - NEXT REGULAR MEETING DATE – *November 9th, 2021*

The Village of Lawton follows the Americans w/ Disabilities Act of 1990. Individuals with disabilities planning to attend this meeting and require accommodations, or those who have questions regarding the accessibility of this meeting or the facilities, are requested to contact the Village Clerk, at (269) 624-6407 or bellj@lawtonmi.gov to allow the Village to make reasonable accommodations. If you have questions or comments, and you are unable to make the meeting, forward to the Village Manager at imusl@lawtonmi.gov.

Posted October 22nd, 2021, for the VILLAGE OF LAWTON in VAN BUREN COUNTY, MICHIGAN
www.lawtonmi.gov 269.624.6407



VILLAGE OF LAWTON

Regular Meeting Minutes – Tuesday October 12, 2021, at 7:00 p.m.

Village Hall – 125 S. Main Street, Lawton MI 49065

WWW.LAWTONMI.GOV 269.624.6407

MINUTES

- I. **CALL TO ORDER** President Appleby called the October 12, 2021, meeting of the Lawton Village Council to order at 7:00 p.m.
- II. **PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was recited.
- III. **ROLL CALL:** Present: President Appleby. Trustees: E. Dudek, N. Smith, G. Dudek, J. Peterson, and R. Turner. Others present: Village Manager Imus, Chief Mack, and Supt. Hackenberg and one other guest.
- IV. **CONSENT AGENDA:** The Consent Agenda included the approval of the October 12, 2021, Council Agenda, the September 14, 2021, Council Meeting minutes, disbursements in the amount of \$51,028.49 and the approval of payment for Michigan Municipal League Membership annual renewal in the amount of \$1,463.00. Peterson made a motion to approve the Consent Agenda with clerical corrections, supported by Turner. A unanimous roll call vote approved the motion.
- V. **COMMUNICATIONS, CORRESPONDENCE AND PRESENTATIONS:** None
- VI. **CITIZENS' COMMENTS:** Ryan Tanis, 717 E. Fourth Street, informed Council of his interest in the vacant trustee position.
- VII. **PUBLIC HEARINGS / APPOINTMENTS:**
 - A. President Appleby made a motion to open the Public Hearing for the Second Reading of proposed Ordinance 201 of 2021 – the International Property Maintenance Code (2015 Edition) to be adopted by reference as the Property Maintenance Code of the Village of Lawton, with support from E. Dudek. A unanimous voice vote carried the motion. President Appleby offered public comment, barring none, Peterson motioned to close the Public Hearing with support from Turner. A unanimous voice vote closed the public hearing.
- VIII. **EXISTING BUSINESS:**
 - A. Turner, with support from Smith made a motion to adopt by reference Ordinance 201 of 2021 - the International Property Maintenance Code (2015 Edition) as the Property Maintenance Code for the Village of Lawton.
- IX. **NEW BUSINESS:**

- A. E. Dudek made a motion to adopt (with clerical corrections) Resolution 20-2021, a Resolution approving a land division at 301 72nd Street, Lawton, MI, Parcel #80-45-700-130-00. Smith supported the motion. A unanimous roll call vote carried the motion.
- B. Peterson with support from G. Dudek motioned approval of Resolution 21-2021 Authorizing the Sale of 423 E. Second Street, and Execution of Sale Documents by the Council President and Village Manager. Motion was carried by a unanimous roll call vote.
- C. E. Dudek motioned to approve Resolution #22-2021, a Resolution approving a Charitable Gaming License for the Lawton Athletic Boosters. Motion was seconded by Turner and a unanimous roll call vote approved this Resolution.

X. BOARD, COMMITTEE, AND STAFF REPORTS

- A. **Village Manager** – Manager Imus reports we have received an IFT request from Welches. They are requesting a 12-year 50% tax abatement for real and personal property. Imus also reports she and Supt. Hackenberg met with BakerTilly and Wightman to review the water/sewer rate analysis. BakerTilly and Wightman are currently reviewing the CIP to see if any projects could be “bundled” together to consider bonding. If bonded, it would spread the payments out over a longer period so that we could potentially increase rates at a slower pace. If paying cash, rates would have to increase faster to have the cash in hand. Imus notes we should have some numbers to present to the Committee within the next two weeks. We have received 6 Master Plan Proposals and on Monday Planning Commission and Council selected three consultants to interview on Thursday, October 14, 2021 which included CIB Planning, Progressive AE, and Abonmarche. The Village also received proposals for Village Hall renovations and are in the process of contracting with Abonmarche.
- B. **Department of Public Works** – Superintendent Hackenberg reports he has received the results for the State test for copper and lead. The results were good! He is working on a CIP for equipment replacement. He reports an issue on 3rd Street with sewer lines that will need to be replaced before winter. Hackenberg also informed Council that the 1-ton Dump Truck that is used extensively is out of service due to the box rusting out. Hackenberg has included a letter with a replacement truck he has found and is requesting Council to consider authorizing a purchase pending an inspection, test drive and history of ownership. Peterson made a motion to authorize the Superintendent of DPW to spend up to but not to exceed \$25,000.00 for a replacement truck, seconded by Smith. A unanimous roll call vote carried the motion.
- C. **Police Department** – Chief Mack read his monthly report and noted there has been a warrant issued for the Tree Service that illegally took down trees that were not under contract.

- D. Planning Commission** – Peterson reports Planning Commission met on 10/5/21. They have adopted the Planning Commission by-laws, and they have a site plan review for the property south of General Dollar to be utilized for storage units in November.
- E. Downtown Development Authority (DDA)** - G. Dudek reports they met and had discussion on a flagpole for Cannon Park, continued talks on the Boy Scout Hall for storage, they also talked about moving the Christmas Card contest to the Reid Property. The contest will be open to the entire Lawton community, not just Village residents. Discussion on a Christmas Tree for the community was also mentioned.
- F. Community & Economic Development Committee (CEDC)** – Smith reports they met with LandUSA and CIB Planning regarding a housing analysis. Initially hoping for a Target Market Analysis in conjunction with the Master Plan, due to the cost it would be prudent to recruit the County and other communities, townships etc. to be involved to help incur the cost and benefit the larger area.
- G. Finance and Administration Committee** –Appleby reports the committee met to review the Village Manager’s Review.
- H. Public Safety Committee:** Turner reports they met before tonight’s meeting. They discussed the Police Department’s Accreditation process and are assembling the necessary information. Turner would like to have Chief write something for the newsletter monthly, maybe called “Chief’s Corner”. They discussed coming up with a fireworks calendar. The currently owned body cameras and car cameras most likely will not be repairable. Chief will check with the County for information on new equipment. There was also discussion on creating a Police Motor Pool Fund.
- I. Public Services Committee** – G. Dudek reports they met. There is a delay on the Chip & Seal project, Superintendent Hackenberg is supposed to hear more on the schedule later this week.
- J. Water and Sewer Committee** – E. Dudek reports the Village Managers comments regarding water and sewer has covered his update.

XI. COUNCIL COMMENTS: None

XII. ADJOURNMENT:

Turner, supported by E. Dudek, made a motion to adjourn the meeting at 8:34 p.m. A voice vote was taken with unanimous approval of those present. The next regular scheduled meeting is October 26, 2021.

Respectfully Submitted by Joni Bell, Village Clerk

Lisa Imus

From: Lawson Oil Company <lawson.oil.office@gmail.com>
Sent: Friday, October 22, 2021 10:19 AM
To: Lisa Imus
Subject: internet service in Lawton

Hi, Lisa,

I wonder if any of the businesses in Lawton have talked with you about internet services and the frequent downages and outages we are experiencing with providers Comcast and Frontier in Lawton?

At our First Street Station we have been having numerous moments of no internet, which is interfering with credit card transactions for our customers. Currently we use Xfinity/Comcast, and they go down frequently. It takes our electronic equipment a longer time to return to functional when we experience these internet breakages than a person might expect, and customers are not happy. We had over 107 internet outages at First Street Station in the month of September alone this year. This is really not acceptable, but at this point there do not seem to be many alternatives.

I have talked with people at The Breakfast Place, Big T, the hardware store, and they are also having problems with their internet provider, which at The Breakfast Place is Frontier. I am not sure who the other businesses in town are using, but the consistent service outages are not conducive to good customer service and satisfied customers.

As you can see, I work in the office of Lawson Oil, (Accounts Payable). We have the two Citgo gas stations in this village, and from the office we run bulk deliveries of fuel oil, farm diesel, on-road diesel, and gasoline. Customers mostly pay for our services with credit/debit cards. Here on Third Street, we were able to get Bloomingdale Communications internet service, as we are very near to the access for Consumers Credit Union. While we have been using Bloomingdale Internet services, we have had minimal instances of internet service being unavailable. They are very consistent.

We have approached Bloomingdale about accessing their service at our First Street Station, and they told us it would be possible, but only after a line was run from this access point on Third Street and across the two blocks it would take to get to our station on First Street. The fee for that would be in the \$1000s, but if we could get others to hook up along the route, the fee for running that line could and would be shared amongst the businesses that join.

I am sure other businesses would be interested to know of another internet option if we could get Bloomingdale accessibility over these two blocks. The service could radiate from this access point to our south and include the Village of Lawton Office, Library, and Fire Department if so desired.

Last year the Village of Marcellus provided installations of phone and internet (fiber optic) service through Midwest Communications. Our station in Marcellus has been experiencing much better service with the newer internet provider. I wonder if you would have an interest in looking into the potential for a similar action in the Village of Lawton? If we had help paying for the initial installation and running of the service lines, many of us would pick up Bloomingdale Communications as our internet service provider. They also provide telephone and television broadcast services.

Is there a possibility that the Village of Lawton could help the local businesses to have more consistent internet service to keep our businesses dependable for our customers? More customers are using credit/debit cards this year than cash or checks so providing quick and easy payment services to them is more imperative than ever before.

Thank you for your time and attention,

Jean Florian
Lawson Oil Company
P. O. Box 267
Lawton, MI 49065

telephone 269-624-4851
fax 269-624-7392

DANIEL J. RUZICK, Supervisor
CHANTEL REYNA, Clerk
BONNIE OSBORNE, Treasurer
BRUCE T. CUTTING, Trustee
GARY STOCK, Trustee

ANTWERP TOWNSHIP
24821 FRONT AVENUE
MATTAWAN, MI 49071-9598
Phone: 269.668.2615
Fax: 269.668.5233
e-mail: info@antwerptownship.com
www.antwerptownship.com

Office Hours:
Mon., Wed., Thurs.
7:00 a.m. – 5:00 p.m.
Tuesday: 7:00 a.m. – 6 p.m.
Friday: Closed
Closed for lunch M, T, W, Th
11:30 a.m. – 12:00 p.m.

Village of Lawton
Council Members
Lisa Imus, Village Manager
125 S. Main Street
Lawton, Michigan 49065

October 14, 2021

RE: Antwerp Township Senior Services Program

Lisa and Council Members,

A letter was sent to Dan Bishop back in August 2019 (enclosed) indicating a request to review Antwerp Township tax millage for Village of Lawton Seniors.

Dan Bishop verbally communicated that the Village Council decided to not make changes per our request and continue to contract with Van Buren Senior Services.

As you are aware, the millage is up for renewal in 2022 and Antwerp Township Board discussed whether we should exclude the Village of Lawton from the millage when we propose it to the voters. Based on legal counsel and Michigan Constitution Article 9, Section 3, the Township cannot carve out the Village and must uniformly levy the millage within the entire Township. It has also been discovered that the Township does not have to turn over collected funds to the Village if the Village residents can participate in the Antwerp Township program.

Therefore, the Antwerp Township Board of Trustees will be placing the millage on the ballot for the entire Township. If the millage is successful, we will be levying it throughout the Township and will not be disbursing specific funds to the Village of Lawton.

We wanted to give your Village Council enough notice as to our plans and enough time for your Council to make plans for your own ballot request, should you choose that path.

Please feel free to reach out with any questions or concerns. I can be reached at 269.668.2615 ext. 215.

Respectfully,



Daniel J. Ruzick
Antwerp Township Supervisor

ANTWERP TOWNSHIP
24821 FRONT AVENUE
MATTAWAN, MI 49071-9598

DANIEL J. RUZICK, Supervisor
CHANTEL REYNA, Clerk
BONNIE OSBORNE, Treasurer
BRUCE T. CUTTING, Trustee
GARY STOCK, Trustee

Phone: 269.668.2615
Fax: 269.668.5233
www.antwerptownship.com

Office Hours:
Mon., Wed., Thurs.
7:00 a.m. – 5:00 p.m.
Tuesday: 7:00 a.m. – 6 p.m.
Fridays: Closed
Closed for lunch M, T, W, Th
11:30 a.m. – 12:00 p.m.

Village of Lawton
Council Members
Dan Bishop, Village Manager
125 S. Main Street
Lawton, Michigan 49065

August 29th, 2019

RE: Antwerp Township Senior Service Program

Dan and Council Members,

The current policy of the Van Buren County Senior Services Program is that anyone who does not contribute to the County program via millage rates is asked to pay an annual fee of \$100 for activity participation. This policy makes sense as Antwerp Township, excluding Village of Lawton, does not contribute taxpayer money to their general fund. As you are aware, Lawton Village residents do pay that millage, so the County program does not ask them to pay the \$100 annual fee.

The Antwerp Township Senior Services Board also has a policy relative to our Wednesday lunches, that anyone who does not contribute to the Township program via millage rates is asked to pay \$6 for each meal. Although, Antwerp Township collects millage monies, it is the Lawton Village Council that disperses those funds to Van Buren County Senior Services Program.

While we understand the position the Council has taken, Antwerp Township has regular attendance in our luncheons by Village of Lawton residents. In recent discussions, some of those residents have expressed a concern that their tax monies are being directed towards programs they aren't utilizing.

I can certainly understand that individually we can't direct where our tax money is spent, but collectively a concern has been voiced by your residents. Therefore, I am asking the Council to take another look at where the tax monies being directed are spent for Seniors and who is benefitting.

Enclosed, please find sign in sheets including names and addresses for those who have regularly attended Antwerp Township Senior Services Program for the past five (5) years. Our hope is that you will reconsider sending some of those millage monies to Antwerp Township Senior Services in order to reduce the costs of your residents.

Please call me at 269-668-2615 with any concerns or questions.

Sincerely,



Daniel J. Ruzick
Antwerp Township Supervisor

Village of Lawton Residents attending Antwerp Township Luncheons

Aviles	Barbara	401 Orchard St. Apt 5	269-637-0620	Village of Lawton
Burns	Joyce	401 Orchard St.	269-637-8106	Village of Lawton
Captian	Jan	430 S Railroad St.		Village of Lawton
Coombs	Molly	401 Orchard St.	269-624-2806	Village of Lawton
Covell	Mary	407 Durkee	269-624-2113	Village of Lawton
Eberly	Mary Lou	401 Orchard St. Apt 11	993-6975	Village of Lawton
Festerling	Shirley	911 Concord Dr	624-6970	Village of Lawton
Festerling	Richard	911 Concord Dr	624-6970	Village of Lawton
Fouth	John	215 Union	269-624-5311	Village of Lawton
Fouth	Rosemary	215 Union	269-624-5311	Village of Lawton
Fields	Diane	808 Niagara	269-299-0577	Village of Lawton
Fields	Gary	808 Niagara	269-299-0577	Village of Lawton
Hamilton	Julian	305 3rd Street	(269) 624-3031	Village of Lawton
Kison	Lee	703 N Main	624-6136	Village of Lawton
Kline	Cathaleen	201 72nd Ave	269-365-4251	Village of Lawton
Kline	Dale	201 72nd Ave	269-365-4251	Village of Lawton
Lunde	Russ	401 Orchard St, Apt 8	734-354-9744	Village of Lawton
McGuire	Margo	401 Orchard St.	668-3997	Village of lawton
Pond	Zoe	214 East 2nd	269-501-3860	Village of Lawton
Pratley	Patricia	226 E Second Street	269-624-1529	Village of Lawton
Richards	Nicki	604 E 2nd St.	269-998-5349	Village of Lawton

Monies sent to Village of Lawton for Seniors

Year	Amount
2014	8889.88
2015	8994.15
2016	8598.74
2017	8983.29
2018	9634.42
	45100.48

Lowest for Christmas In The Village festivities

Lions Lighted Christmas Parade: Friday, December 10th at 7:00pm. Lin up 6:30 pm. Behind Big T.

Following Parade:

Santa Visits, Community Room

Cookies and Hot Chocolate, Fire Hall

Busters Hay Rides and Burning Barrels

Monday, December 14th Christmas Caroling in the Village with the Lions Club. Public is invited

Thank you.

Vicki Mroczek
Lawton Lions Club

Abonmarche Project Number: _____

AGREEMENT between (Client name), _____ (Date) _____

(Client address) _____ (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: _____

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) _____ (Location) _____

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

Abonmarche's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) _____

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated _____ as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc.
Federal Tax ID: _____	Employed by: _____	_____
	Address: _____	_____
	City/State _____	Date Signed: _____
	Date Signed: _____	

Minutes

Project: Lawton Village Hall – Renovations and Master Plan Feasibility Study
 Date / Time: October 15th, 2021 – 1:30 PM
 Location: Lawton Village Hall
 Attendees: Lisa Imus Village of Lawton Manager imusl@lawtonmi.gov
 Ren Turner Village of Lawton Council Mem. renturner72@gmail.com
 Evan Leduc Abonmarche eleduc@abonmarche.com
 Derk Walkotten Abonmarche dwalkotten@abonmarche.com

Item	Action	Responsibility	Due / Complete	
Purpose: Review Scope and Next Steps				
Village items shared: -Manager wants to streamline /renegotiate contracts with building users -Village would like to develop a CIP for the building -Water quality is not good. -There is leaking where the fire station roof meets the city offices roof. A former penetration repair is the assumed suspect location -Lisa urgently needs a separate office space -Council wants upgrades to its council room that are flexible for different functions to happen in the chamber -More flexible furniture needed to accommodate multitude of different events that happen in the chamber room -City office need their own kitchenette with sink and refrigerator There are currently 3 areas for village. <ol style="list-style-type: none"> 1. Office 2. Council Chamber 3. Community Room Police currently use existing vault for important evidence and equipment. Access would need to be maintained to this space for them. -Police are very inaccessible to public and have blackened out their glazing between the office and hallway. -Library would like access to their own toilet. -HVAC – Would like to be able to meter energy usage of each department.	N/A	N/A		
1)	1. Approach: <ol style="list-style-type: none"> a. Review of Existing Materials b. Onsite Verification (extg. Conditions) c. Establish project team with 3-5 members from village and departments d. Meet with Building Users (Departments, Library/Museum) 	Confirm minutes with Village and prepare scope document	Abonmarche	TBD after approval of minutes
2)	1. Deliverables <ol style="list-style-type: none"> a. Confirmation of Scope <ol style="list-style-type: none"> i. Needs Assessment (repairs/upgrades) 	Future		To be spelled out in scope document

	ii. Space Requirements (long/short term) b. Development of Master Plan for Existing Space Re-Utilization c. Outline of Specific Phases (timing and potential cost) d. Detailed Plan for Village Manager Office e. Assist Village in identification of potential grant sources			
3)	1. Immediate Action a. Provide Private Office Space for Village Manager (interim use of office furniture)	Abonmarche to research potential options upon approval of minutes	Abonmarche	
4)				
5)				
6)				
7)				
8)				
9)				
10)				

Respectfully Submitted, October 21, 2021

Derk Walkotten – Abonmarche Architectural Project Manager



September 22, 2021

Ms. Lisa Imus
Lawton Village Manager
125 S. Main Street
Lawton, MI 49065

Re: Facilities analysis and feasibility study for Lawton Village Hall Facility

Dear Ms. Imus:

Abonmarche is pleased to submit the attached proposal to provide professional services to assist the Village of Lawton to assess and understand how to reconfigure its existing village hall into a more efficient and welcoming environment for the public and village staff.

We appreciate the opportunity to partner with you on this project. If you would like us to proceed with the proposed scope of work, we will prepare the necessary agreement for your signature.

If you have any questions regarding the proposal, please do not hesitate to contact our office at (616) 886-5334 or by email at dwalkotten@abonmarche.com.

Sincerely,

ABONMARCHE



Derk Walkotten
Architectural Project Manager



Evan LeDuc
Senior Project Manager, Architecture

Project Scope

It is our understanding, through phone calls and our initial walk through of the existing facility on September 9, 2021, that the Village has several concerns with the existing building that need to be assessed and evaluated, in conjunction with the following main priorities:

1. Reconfigure the existing Manager/Clerk office to include a private Manager's office.
2. Expand the existing council chamber for social distancing and technology upgrades
3. Additional space considerations:
 - o Improve Police Department flow, efficiency, and increase spacial utilization
 - o Improve Library flow and increase spacial utilization
 - o Evaluate existing museum space for optimum future size and use
 - o Incorporate Fire Department staff input in assessment

In addition to the main priorities, it is understood that the overall flow of the building is disjointed and lacks cohesiveness. These and other related issues make wayfinding difficult for visitors and staff efficiency.

Per the RFP the scheduling goal is to have priorities 1 and 2, listed above, completed relatively soon.

It was shared that the estimated budget for design and construction of these items could be paid for with recently acquired emergency relief dollars, estimated to be \$170,000 to \$180,000.

To address the priorities listed above and provide the Village of Lawton the necessary tools to develop and implement a successful solution, Abonmarche recommends creating a feasibility study, which the Village can use as a visioning document to map out and champion each of the goals it wants to achieve.

This feasibility study will include developing preliminary plans, sketches, and budgets of the chosen preferred option, that the Abonmarche/Lawton team will create collaboratively. Abonmarche's skilled and experienced professionals will work to harness the ideas and dreams of the Lawton staff and community to establish a new and exciting environment that the Lawton community can be proud of.

As part of this study, the team will identify potential sources for funding, prioritize phasing options, and estimated timeframes. This approach will give The Village of Lawton a living document for planning, inspiring, and growing the community far into the future.

Scope of Services

1. *Predesign*
 - a. Confirm/Develop Design Program for the overall expected future building uses
 - i. Establish initial overall and Phase Budget expectations



- b. Prepare design scope document, with initial projected program goals
 - i. On-Site Verificaiton (documentation of existing structure and arhieeve documents)
 - ii. Assess Existing Conditions (mechanical, plumbing and electrical review)
 - iii. Confirm Approach for Renovation and phases
 - iv. Create final assessment report to be reviewed and approved by team.
 - c. Code Review
 - i. State and Local
 - ii. Permitting Requirements including deadlines and application timeframes
 - d. As-Built Drawings
 - i. Develop preliminary set of as-built drawings
 - ii. Documentation of existing MEP systems
2. *Design and Discovery (upond approval of design approach)*
- a. *Discovery Meetings*
 - i. *Lead and oversee two (2) meetings with staff*
 - ii. *Establish minutes for capturing decision making process*
 - iii. *Develop decisions into best and highest use/ preferred option.*
 - b. *Spacial Design*
 - i. *Development of Design Concepts (sketch format)*
 - Plans
 - Interior Elevations
 - Support Diagrams (as required)
 - ii. *Review by Mechanical*
 - iii. *Preparation of Preliminary Construction Probable Costs*
 - iv. *MEP Narratives and sketches*
 - c. *Preliminary Budget Analysis*
 - i. *Provide preliminary budget parameters (Ranges of Cost)*
 - ii. *Include expected soft costs, broken down by phase (as required)*
 - iii. *Preparation of expected exclusions, contingencies, and misc. costs.*
3. *Final Report Documentation*
- a. *Summary of work performed*
 - b. *Graphic plans w/ supporting sketches/photos of preferred option*
 - c. *Summary of code review and relevant existing building information*
 - d. *Mechanical, Electrical, Plumbing, and Structural Narratives for selected preferred option*
 - e. *Supprting estimated opinion of probable costs*



Additional Services Available at Additional Cost

Additional Services items are typical expected costs for a project that are generally above and beyond the design and documentation phases. **Abonmarche can provide a separate proposal for any of the following requested services upon written request.**

- a. Development of design documents for any design options called out in the feasibility study
- b. Research and coordination of selecting contractors or assisting with the bidding and permitting process of completed design documents.
- c. Construction Administration (Typically Time and Material as required. Once final design is known an estimated budget can be provided)

Schedule of Fees

Abonmarche shall receive as payment for the work performed under this contract the total sum amount for each task listed below, unless otherwise noted. The below costs do not include or advertising fees. These fees shall be paid sepertely by the client.

The following fee is based on the scope of work described in the RFP issued by the Village.

Total..... \$14,925.00

Schedule of Work

We anticipate proceeding with the project as outlined above, in accordance with the following schedule, once authorization is to Proceed is received.

Pre-Design	3 Weeks
Design and Discovery	5 Weeks
Final Report	2 Weeks





EDUCATION

Western Michigan University
Bachelor of Science,
Political Science

Master of Public Administration

COMMUNITY SERVICES

State of Michigan, Board of
Architects, Appointed by
Governor Whitmer; 2021 -
present

Guardian Finance and
Advocacy Services; Board of
Directors; 2020 - present

AWARDS

2019 Community Service Award
- Michigan Recreation & Parks
Association

TONY MCGHEE

VICE PRESIDENT OF DEVELOPMENT SERVICES

Chances are Tony has been sitting in the same seat you are today. Tony joined Abonmarche after almost two decades managing and consulting on developments for municipal and non-governmental organizations having hired hundreds of engineers and architects. This experience uniquely positions him to understand the needs and expectations of our clients and gives him the foresight to anticipate project needs from a client perspective.

Tony is a community and economic development professional with a track record of supporting sustainable development in communities via the utilization of real estate development and planning strategies throughout the country with experience in housing development, facility development, economic development, regulatory compliance, community development, and project management. Since joining Abonmarche in 2010, Tony has focused on assisting clients in planning development projects, securing approvals, and locating and acquiring project funding.

During his career, he has had a lead role in the development and/or financial structuring for over 5,000 units of new or rehabilitated housing; one million sq. ft. of industrial and commercial space; the creation or retention of over 1,000 jobs; as well as several significant redevelopment initiatives.

PRIOR EXPERIENCE:

THE WATER STREET GROUP

PRINCIPAL 2009-2010

Specialized consulting for developers and governmental units on development planning and regulatory issues.

CORNERSTONE ALLIANCE

VICE PRESIDENT OF PHYSICAL DEVELOPMENT 2004-2009

Responsible for the overall operations of the organization's physical development activities which are geared to changing market dynamics and inducing new private sector investment in an effort to create wealth in the communities served through the increase in tax base and the creation of economic opportunities for local residents.

LOCAL INITIATIVES SUPPORT CORPORATION

PROGRAM DIRECTOR 1998-2004

LISC helps resident-led, community-based development organizations transform distressed communities and neighborhoods by providing capital, technical expertise, training, and information. LISC supports the development of local leadership and the creation of affordable housing, commercial, industrial and community facilities, businesses and jobs.

CITY OF KALAMAZOO

COMMUNITY DEVELOPMENT MANAGER 1994 - 1998

Charged with managing and encouraging community development activities in the community with a focus on housing development and neighborhood sustainability.

**EDUCATION**

University of Notre Dame
Bachelor of Architecture,
Environics

London School of Economic
University of London
Diploma, International
Relations and Comparative
Governments

REGISTRATION

AICP American Institute of
Certified Planners

PROFESSIONAL AFFILIATIONS

American Licensed Architects
ALA

American Planning Association
APA

Cornerstone Alliance

AWARDS

ALA American Licensed
Architects National Award
Winner (Renovation of St. Mary
of Lake New Buffalo (2016)

EVAN LEDUC

PROJECT MANAGER—ARCHITECTURE

Evan LeDuc is an accomplished professional in the areas of architectural design, urban planning, community and economic development. With over 45 years of experience, Evan has worked globally for the US State Department and international design firms as well as with local units of government and individuals on a wide range of projects varying in both type and scale. He uses his experience to develop and enhance a personalized approach specific to architectural, planning, and community development projects, helping to identify needs, establish goals, and meet the stated objectives of clients.

AREAS OF EXPERTISE:**PROJECT MANAGEMENT**

- United States Department of State Office of Foreign Buildings – major projects include the construction of the new US Embassy Riyadh, Saudi Arabia, new US Embassy in Sanaa, Yemen; and the security upgrade for US Embassy in Cairo, Egypt.

COMMUNITY DEVELOPMENT

- Community Development Block Grant Five Year Spending Plan - developed and won approval for the City of Benton Harbor (2015 to 2020); coordinated public input through neighborhood meetings.
- Corridor for Development – structured a multijurisdictional strategic economic plan for five (5) local units of government along BL I 94 which included such diverse communities as the cities of Benton Harbor and St. Joseph. This plan identified potential development sites for residential, commercial, and industrial uses.
- Community Renewal through the Arts Program – developed a fund to provide monies to encourage the purchase and renovation of buildings in Benton Harbor's city center. Projects funded include the Benton Harbor Territorial Arts District; Dwight "Pete" Mitchell City Center Park; and Richard Hunt Benton Harbor Studio.

PLANNING

- Prepared and executed a redevelopment scheme that included the revitalization of Broughton Street in downtown Savannah, Georgia by linking a major commercial area to nearby historic cotton warehouses and the restoration and reuse of Savannah's pre-Civil War train station to create a festival market.
- Coordinated the development of the City of Kalamazoo's first 20 year comprehensive plan. Provided oversight of resulting revitalization programs and housing policy which resulted in the Michigan's first historic commercial district and the addition of 1000 new and renovated housing units.

**EDUCATION**

University of Michigan
Masters of Architecture

REGISTRATION

Registered Architect
Licensed:
Michigan

PROFESSIONAL MEMBERSHIP

American Institute of
Architects, Grand Rapids
Michigan Chapter - Member

NCARB Certified

DERK WALKOTTEN AIA, NCARB**ARCHITECT**

With over 25 years of architecture and construction administration experience, Derk brings a wide range of expertise to the Abonmarche team. As a licensed Architectural Project Manager, Derk is responsible for managing and overseeing in-house production of design and construction documents, and code compliance and permitting items related to local, county, state, and federal entities. Derk's extensive experience in conducting feasibility studies and facility assessment reports, creating construction and bidding documents, and developing project budgets and schedules positions him well to assist our clients in bringing community projects to fruition.

AREAS OF EXPERTISE:**MUNICIPAL**

- Village of Cassopolis - New Municipal Complex, Cassopolis, MI
- Grand Haven Lighthouse Restoration, Grand Haven, MI
- City of Allegan - Griswald Auditorium Feasibility Study, Allegan, MI
- City of Otsego - New Farmers Market Pavilion, Otsego, MI

COMMERCIAL AND LIGHT INDUSTRIAL

- Gazillion and 1 - New Office Building, Grand Haven, MI
- Bank of Holland - New Branch office build out, Grand Haven, MI
- Mezzo Coffee - Expansion and Remodel, Otsego, MI
- OMT-Veyhl - Two additions totaling over 200,000 SF manufacturing space, Holland, MI

COLLEGE AND UNIVERSITY

- Grand Valley State University
 - Downtown Grand Rapids Campus, Grand Rapids, MI
 - Allendale Campus Facilities Building, Allendale, MI
 - Nursing program renovation, Grand Rapids, MI
- Lake Michigan Collage, Benton Township, MI
 - Feasibility Study for New Athletic Building
 - Feasibility Study for new community training building

K-12 EDUCATIONAL

- Glenn School Addition, Glenn, MI
- River Valley Schools - Facility Assessments, Three Oaks, MI
- West Ottawa Public Schools - New Administration Building, Holland, MI
- Detroit Public Schools - Middle School Prototype Building, Detroit, MI
- Lansing Public Schools - Multiple Building Renovations, Lansing, MI
- Caledonia Public Schools - Existing High School Renovation, Caledonia, MI
- Petoskey Schools - Sheridan Elementary Addition, Petoskey, MI



JASON CHOI

ARCHITECTURAL DESIGNER

Jason is a driven, enthusiastic and proactive professional with emphasis of contextualism. He seeks to improve communities and quality of life. Jason chose a career in architecture because he wanted to make positive impact in communities around the world, both big and small, and always been a believer that architecture is an instrument that can empower people.

PREVIOUS EXPERIENCE:

Valiant Art Devotion | 2021

Worked as a student intern. Designed residential projects and conducted site visits.

Summer Internship | 2019

Practiced as summer intern for Kelsey Architecture and Design in South Bend. Worked with AutoCAD, Sketchup and Revit to design small scale residential and commercial design works and documentation.

Apartment Construction Work | 2017

Plumbing Installation under HDC iControls in Osan, South Korea. Worked with the team responsible for installing internal systems in apartment complex that was being built.

Active Military Service | 2015-2017

Military Engineer in Hwacheon, South Korea - specialized in construction management supervising repair and maintenance work in different military bases, maintained documents on contract agreements, incoming and outgoing materials, handled scheduling and recorded overall progress. Appointed as squad and platoon leader. Leading people through exercise, took care of different needs of company.

Twin Harbor Design Charrette | 2018

Participated three day community design charrette regarding Benton Harbor and Saint Joseph waterfront areas as design facilitators. Was part of a design team consisted of practicing professionals, working with public, designing and rendering.

Library Assistant | 2018-2021

Worked as a library assistant in Architectural Resource Center. Participated in publishing EDRA book catalogues.

EDUCATION

Andrews University
Masters of Architecture

Andrews University
Bachelor of Science in
Architecture

PROFESSIONAL MEMBERSHIP

AIAS Board Member
- 2018-2020

NCARB Architect Licensing
Advisor - 2019-2021



FACILITIES ASSESSMENT

GRAND HAVEN, MICHIGAN

With ever tightening budgets and growing demands, the City of Grand Haven engaged Abonmarche to conduct an assessment of the City's buildings. The goal of the study was to develop a plan to ensure the right investments were being made at the right time.

Numerous improvements to the existing facilities were recommended in the assessment. The report depicted square footage, use, condition, renovation dates, seating count, furnishings, amenities, technology, lighting, and mechanical equipment information for each room along with recommended improvements and order of magnitude cost estimates for budgeting purposes.

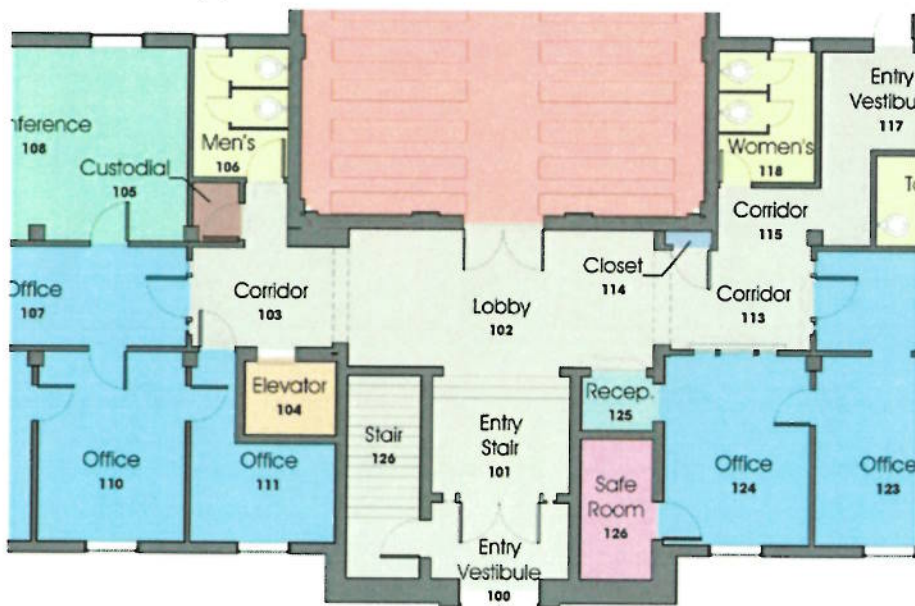
This study is a critical step in identifying departmental planning priorities, establishing capital planning initiatives, and addressing established requirements. This is a living document that is revisited as systems or components are upgraded to ensure it is in line with existing conditions and community practices.

CLIENT

City of Grand Haven

HIGHLIGHTS

- Assessments on physical conditions and function of facilities
- Cost projections provided to assist capital improvement plan
- Space allocation data provided to inform long range initiatives
- Provide tools and methodology for prioritization of projects





GRISWOLD AUDITORIUM FACILITIES ASSESSMENT

ALLEGAN, MICHIGAN

Abonmarche worked with the City of Allegan to document the existing condition of the interior and exterior of the Griswold Auditorium building; building systems (MEP); structural concerns; ADA compliance; and the building's ability to support renovation within the context of a historic structure.

Abonmarche accomplished the City's goal by using the digital scans of the interior spaces to translate into as-built drawings. We worked closely with City staff to ensure previous citizen input was incorporated into both the assessment process and the final report.

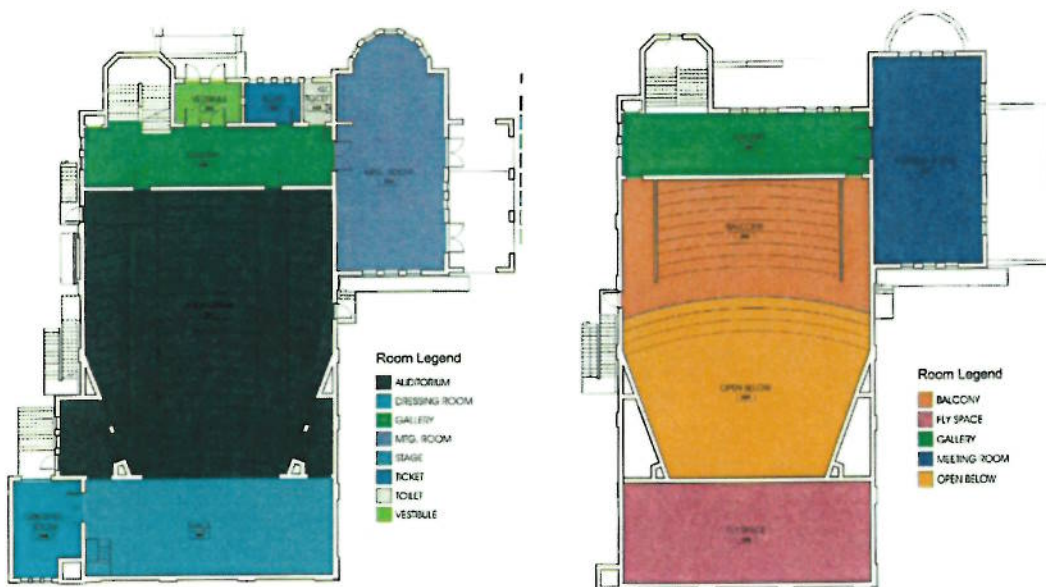
The final report met both immediate needs, short and long term goals, i.e., to upgrade the building in a cost effective and efficient manner and to provide a transparent decision-making process for elected officials. Time and money were saved by using existing citizen input sessions.

CLIENT

City of Allegan

HIGHLIGHTS

- Documentation of Existing Conditions
- As-Built Drawings
- Digital Scan of Existing Structure
- Reuse & Upgrade of Historic Structure
- ADA Compliance
- Public Engagement
- Master Planning
- Modeling



Abonmarche Project Number: _____

AGREEMENT between (Client name), _____ (Date) _____

(Client address) _____ (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: _____

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) _____ (Location) _____

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

Abonmarche's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) _____

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated _____ as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc.
Federal Tax ID: _____	Employed by: _____	_____
	Address: _____	_____
	City/State _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.
19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction 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 construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche 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 Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

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4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
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8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary