


**FACILITY
SERVICES**



LINDHOUT

**2021-2026
ARCHITECTURAL
CONSULTING
SERVICES AGREEMENT**

DESCRIPTION:	RESOLUTION	ERP:
3/1/2021 TO 2/28/26	#2021-04-045 4/13/2021	#87 
REVIEWED BY: ROBERT D. TOWNSEND - COHL, STOKER & TOSKEY, PC		

**DESTROY:
2033**

RESOLUTION

NO: 2021-04-045

LIVINGSTON COUNTY

DATE: April 13, 2021

Resolution Authorizing a Contract with Lindhout Associates Architects for Architectural Services – Facility Services

WHEREAS, Livingston County maintains a number of buildings at the East and West complexes, as well as downtown Howell; and

WHEREAS, in order to properly maintain these buildings, continual adjustments and modifications are required; and,

WHEREAS, the most cost-effective manner in insuring the maintenance and modifications are accomplished in compliance with the various codes and ordinances includes the input of professional architectural services; and

WHEREAS, Facility Services department along with Co Pro solicited proposals from architectural firms and received 16 proposals; and

WHEREAS, a committee consisting of staff from Facility Services, Sheriff's office, Court Services, Building Department, and County Administration independently reviewed and ranked each proposal and from which this recommendation for award is based, and

WHEREAS, pricing will be per the attached pricing schedule which will remain fixed for five (5) years with no renewals.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize a five (5) year contract with the firm Lindhout Associates Architects, aia, pc. per the attached pricing schedule which will remain fixed for five (5) years.

BE IT FURTHER RESOLVED that the Chairperson of the Livingston County Board of Commissioners is hereby authorized to sign the above referenced contract upon review and approval of civil counsel.

#

#

#

MOVED:

B. Plank

SECONDED:

C. Reader

CARRIED:

Roll Call Vote: Yes (8): B. Plank, W. Nakagiri, C. Griffith, C. Reader, D. Helzerman, J. Drick, M. Zajac, and J. Gross; No (0): None; Absent (1): K. Lawrence



Livingston County Facility Services

420 South Highlander Way
Howell, MI 48843
(517) 546-6491

DATE: March 16, 2021

TO: Livingston County Board of Commissioners

FROM: Chris Folts

RE: Resolution Authorizing a Contract with Lindhout Associates Architects for Architectural Services – Facility Services Department

Livingston County has a need to retain architectural services for modifications and renovations of Livingston County facilities. The Facility Services department along with Co Pro published an RFP and received proposals from 16 architectural firms.

A committee formed by department heads and county administration evaluated all proposals and moved forward with interviewing five architectural firms for final consideration. Lindhout Associates Architects, AIA, PC, was selected based on overall score and pricing.

Therefore, Facility Services along with the selection committee is requesting entering into a contract with Lindhout Associates Architects, not to exceed five years. If you have any questions or concerns, please feel free to contact me.



**Bid Recap
For
Architectural Consulting Services**

Lead Public Agency: Livingston County
Solicitation: RFP-LC-20-30

RFP Issued & Publicly Posted: 12/14/20
Public Posting: Livingston County Fiscal
Services Website and BidNet

RFP Proposals Due Date: 01/11/21

Proposals Received: 16

Livingston County received sixteen proposals in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

The following architectural firms provided a response within the timeframe outlined in the RFP:

A3C – Collaborative Architecture
DLZ
Fishbeck
Hobbs + Black Architects
Hooker DeJong Inc.
Hubbell Roth and Clark
JFR Architects
John Stewart Associates

Lindhout Associates
Mitchell & Mouat Architects
Niagara Murano
NORR
NSA Architecture
Partners in Architecture
Straub Pettitt Yaste Architects
Tower Pinkster Titus Associates Inc.

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work. A review of the minimum requirements revealed that the firms met the minimum mandatory requirements (Section 1.1), and confirmed their understanding of the Scope of Work (Sections 1.2 through 1.4). The firms were determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of six members. The ERC evaluated the proposals submitted by each vendor using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 25 points)
- References (up to 25 points)

Based on this scoring criteria, the points awarded to each firm were averaged and the firms were ranked in order from 1 to 15. Two out of the sixteen firms had a tie score and were ranked fourth respectively. The results were as follows:



	Firms							
	Lindhout	Fishbeck	DLZ	NORR	NSA	Hobbs + Black	Partners	A3C
Proposal Responses	40.83	42.5	42.67	39.5	39.17	39.83	38.83	40.0
Company Profile	20.33	20.5	18.67	18.67	18.17	17.0	16.67	15.17
References	20.5	18.33	19.83	19.17	20.0	18.67	19.67	19.83
Total	81.66	81.33	81.17	77.34	77.34	75.5	75.17	75.0

	Firms							
	Mitchell & Mouat	Hubbell Clark & Roth	Tower Pinkster Titus	JFR Architects	Niagara Murano	Hooker DeJong	Straub Pettitt Yaste	John Stewart
Proposal Responses	40.17	38.33	39.50	32.5	33.0	29.83	29.83	27.0
Company Profile	16.33	16.33	14.83	12.33	8.83	11.0	9.0	10.83
References	18.17	20.0	19.83	18.67	16.50	16.0	14.50	15.33
Total	74.67	74.66	74.16	63.5	58.33	56.83	53.33	53.16

One-hour interviews were conducted with the top five scoring firms on Monday, February 22, 2021. Because two of the firms were ranked fourth in the overall scoring, DLZ, Fishbeck, Lindhout Associates, NORR, and NSA Architecture were selected for interview. The ERC then met on Wednesday, February 24, 2021 to discuss the information obtained from the interviews as well as the technical and pricing proposals.

The ERC recommended that additional questions be asked of the following two firms in order to make a final recommendation for award: Lindhout Associates and DLZ. Additional questions were sent to both firms on Thursday, February 25, 2021. Answers to the questions were submitted by the firms on Monday, March 1, 2021.

Based on the entire evaluation process, Lindhout Associates provided the proposal that offered the greatest overall value to the county. It is recommended that a five-year contract be awarded to Lindhout Associates. Lindhout Associates will also be awarded a CoPro+ cooperative contract not to exceed five years.

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
(517) 372-9000

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COURTNEY A. GABBARA
SARAH K. OSBURN
CHRISTIAN K. MULLETT
DONALD J. KULHANEK

OF COUNSEL
RICHARD D. McNULTY

January 26, 2022

Carol Sue Jonckheere
Executive Assistant/Contract Administrator
Livingston County Administration
304 E. Grand River, Suite 202
Howell, MI 48843

Sent Via E-Mail

Re: Revised Architectural Consulting Services Agreement

Dear Ms. Jonckheere:

Attached is a revised Architectural Consulting Services Agreement to be entered into between the County and Lindhout Associates Architects AIA, PC (Architect) to provide such architectural services as the County may, from time to time, require over a 5-year period covering March 1, 2021 through February 28, 2026. The attached Agreement is the same as the Agreement sent to you on July 9, 2021, with the exception of changes noted in your e-mail dated January 20, 2022. These changes are shown in the attached compare document.

Also attached are Exhibit A: Architect's Hourly Rate Schedule; Exhibit B: Architect's In-House Printing Rates; and Exhibit C: Architect's Sample Billing Form. A copy of each Exhibit needs to be attached to each copy of the Agreement that is prepared for execution.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2021-04-045**. A copy of this Resolution is also attached.

If the attached Agreement as revised is satisfactory, you may after printing off copies thereof and attaching copies of Exhibits A, B, and C thereto, proceed to obtain the signatures necessary for their execution. When the Agreement has been fully signed, please e-mail a copy thereof to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

If you have any questions with regards to the attached revised Agreement, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in black ink that reads "Robert D. Townsend". The signature is written in a cursive style with a large, sweeping "R" and a long, horizontal stroke extending to the right.

Robert D. Townsend

RDT/nam

Enclosure

cc: w/o enc. Cindy Catanach, Deputy County Administrator/Financial Officer

Chris Folts, Director, Livingston County Facility Services

Michael Kennedy, CEO, Lindhout Associates Architects AIA, PC

N:\Client\Livingston\Purchasing\Correspondence\Jonckheere\Ltr re Lindhout Assoc Architectural Consulting Svcs Agr 2021-2026. v2.docx

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OF COUNSEL
RICHARD D McNULTY

July 9, 2021

Carol Sue Jonckheere
Executive Assistant/Contract Administrator
Livingston County Administration
304 E. Grand River, Suite 202
Howell, MI 48843

Sent Via E-Mail

Re: Architectural Consulting Services Agreement

Dear Ms. Jonckheere:

Attached is an Architectural Consulting Services Agreement to be entered into between the County and Lindhout Associates Architects AIA, PC (Architect). Under this Agreement the Architect is required to provide such architectural services as the County may, from time to time, require over a 5-year period covering March 1, 2021 through February 28, 2026. The hourly rates at which the Architect shall be reimbursed for services on projects totaling less than \$500,000.00 is set forth in the attached Exhibit A and shall remain fixed for the full five years of the Agreement. The hourly rates for the Architect's in-house printing shall be as set forth in the attached Exhibit B. The Architect's sample billing forms are set forth in the attached Exhibit C.

In addition to the attached Agreement, I will be working with Michael Kennedy, the Architect's CEO, to develop what will be a new modified boilerplate AIA Standard Form of Agreement Between Owner and Architect using the AIA's latest version of that Agreement. When Mr. Kennedy and I have completed what will become the boilerplate AIA Agreement to be used on Projects during the Agreement's five year term, I will prepare an Amendment to the Agreement to incorporate the boilerplate into the Agreement and make it an additional Exhibit to the Agreement.

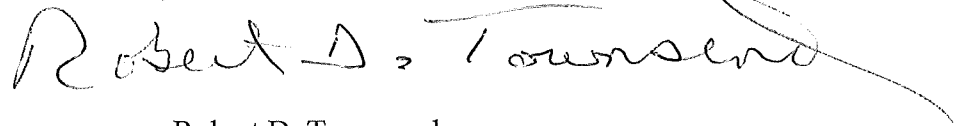
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If the attached Agreement is satisfactory, you may after printing off copies thereof, proceed to obtain the signatures necessary for their execution. When the Agreement has been fully signed, please e-mail a copy thereof to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

If you have any questions with regards to the attached Agreement, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in black ink that reads "Robert D. Townsend". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Robert D. Townsend

RDT/nam

Enclosure

cc: w/o enc. Cindy Catanach, Deputy County Administrator/Financial Officer
 Chris Folts, Director, Livingston County Facility Services
 Michael Kennedy, CEO, Lindhout Associates Architects AIA, PC

N:\Client\Livingston\Purchasing\Correspondence\Jonckheere\Ltr re Lindhout Assoc Architectural Consulting Svcs Agr 2021-2026.docx



ARCHITECTURAL CONSULTING SERVICES AGREEMENT

BETWEEN

COUNTY OF LIVINGSTON

AND

LINDHOUT ASSOCIATES ARCHITECTS AIA, PC

TERM: MARCH 1, 2021 - FEBRUARY 28, 2026



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ARCHITECTURAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, effective **March 1, 2021**, is made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **LINDHOUT ASSOCIATES ARCHITECTS AIA PC** who has business offices located at 10465 Citation Drive, Brighton, Michigan 48116 (hereinafter referred to as the "Architect").

WITNESSETH:

WHEREAS, the County requires architectural consulting services on an as-needed basis to assist in the development and management of Capital Improvement Programs; and

WHEREAS, the Architect has submitted a proposal to the County to provide the architectural consulting services which the County requires; and

WHEREAS, the County accepts the Architect's proposal subject to the terms and conditions of this Agreement and the attached exhibits.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. TERM OF THE AGREEMENT. This Agreement shall commence on the **1st** day of **March, 2021**, and shall, unless terminated earlier as authorized in this Agreement, remain in effect to the **28th** day of **February, 2026**.

The time period set for the completion of any of the projects covered by this Agreement shall be as mutually agreed upon by the County and the Architect. In the event an Agreement for construction of additions to a building or new facilities is entered into between the County and the Architect utilizing the Standard Form of Agreement, and the completion date of the project covered by that Agreement exceeds term of this Agreement, that Agreement shall remain in effect for the remainder of the term set forth therein.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement upon thirty (30) days prior written notice to the Architect. In the event this Agreement is prematurely terminated as set forth herein, the Architect shall be compensated for all services performed up to the effective date of termination. Such compensation shall be paid if on an hourly rate or a fee schedule such sum which is due on the date of termination or if on a set fee on a pro-rata basis for services completed as of the effective date of termination.

2. SERVICES. During the term of this Agreement the Architect, on an as-needed basis which shall be evidenced by the Architect's receipt of written notice from the Livingston County Board of Commissioners (hereinafter referred to as the "Board") through the Livingston County Administrator or such other person as the Board may designate, shall provide the County with the services specified in the notice. The on-call services shall be provided for select capital building projects to very small projects that include building repairs or renovations in specific areas. The Architect shall become an integral team member for all aspects of project development, implementation and oversight. The Architect shall supervise and manage the progress of each project to satisfactory completion.

These services shall require the Architect's availability to perform smaller design improvements and upgrades to various County owned buildings and facility sites as required. These County facilities are at various locations and may be used for offices, storage and historical building maintenance. These various facilities are in a variety of building types, sizes and materials. These types of projects typically have very limited budgets and such design task must be accomplished in the most cost effective manner with concise planning and thought to such budget constraints. Most of these projects require quick attention and turnaround.

The scope of work for assigned projects requiring architectural services may include, but not be limited to the following areas:

- A. Collect and research information on each assigned project.
- B. Inspect the physical project site.
- C. Develop conceptual plans, design schemes, project budget and estimates, construction drawings and plan submission for approvals, processes and permits.
- D. Prepare specifications on assigned projects to be submitted to the County Administrator or the Administrator's designee, for inspection and completeness of materials.
- E. Prepare specifications and drawings as required for solicitation purposes.
- F. Consult with designated County personnel on projects and incorporate changes agreed upon into the specifications.
- G. Attend meetings and provide technical information as to the project to both the County and possible project bidders.
- H. Design work in areas of civil, structural, survey, soil testing, electrical, plumbing, and mechanical work as required.
- I. Provide evaluation on maintenance and smaller capital needs for small renovations, repairs, and special projects.
- J. Evaluations, studies, advice and recommendations on an on-going basis as may be required.
- K. Attend pre-bid and pre-contract meetings.
- L. Provide supervision from contract bidding through project completion.
- M. Check bidder's references and provide bid award recommendation to the County Administrator or the Administrator's designee.

- N. Inspect each project regularly, or more often depending on the complexity and scope of the project.

Work shall not begin on any project without authorization from the County's representative. Project assignments will be on an as-needed basis. The County reserves the right to perform work in-house. For each project initiated, a scope of work and cost shall be identified and agreed upon by the County and the Architect.

3. SERVICES SPECIFICATIONS. The following is a general outline of the type of work to be performed by the Architect.

- A. Basic Services: Architect shall perform professional services including basic architecture, landscape architecture, interior design, structural, mechanical, civil and electrical engineering service. Architect shall represent that all tasks will be performed in accordance with generally accepted professional standards and further represent that the advice and consultation provided shall be within its authority and capacity as a professional. Architect shall comply with the regulations, laws, ordinance and requirements of all levels of government applicable to any assigned project.
- B. Schematic Design and Design Development Phase: Architect shall assist the County in determining the scope of the project; perform necessary research and field survey work when requested; provide recommendations on solutions to solve a defined need; prepare preliminary design documents; and furnish all design documents and assist in obtaining approvals of all governmental agencies and authorities having jurisdiction over the scope of the project, as requested by the County.
- C. Construction Document Phase: Architect shall prepare final project plans, specifications and contract documents including bid/proposal forms and, where applicable, local, state and federal compliance requirements; furnish all design documents and assist in obtaining approvals of all governmental agencies and authorities having jurisdiction over the scope of the project; and furnish a revised project cost estimate based on the final construction documents.
- D. Solicitation and Negotiation Phase: Architect shall coordinate all solicitation documents and processes with the County's Purchasing Department, co-conduct with the County pre-bid/proposal meeting to encourage competent, responsive, competitive pricing and to clarify any questions that may arise about the project; coordinate with the County Purchasing Department the issuance of all addendums associated with the project to contractors; and consult with and advise the County as to the acceptability of substitute material and equipment proposed by the contractor.
- E. Construction Administration Phase: Architect shall review, approve, and prepare all change orders associated with the project; make weekly (or more frequently, as necessary) visits to the project site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans specifications or contract documents; submit to the County a written progress report of the work endeavoring to protect the County against defects and deficiencies of the work by the contractor; disprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents; review and approve submittals of appropriate drawings, samples, test results, inspections and other data which the contractor is required to submit; review and approve all of contractor's progress billings, determine the acceptability of substitute materials or equipment proposed by the

contractor; conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents; provide “as-built” drawings to the County at the completion of the project.

4. MANDATORY REQUIREMENTS. The Architect shall ensure that:

- A. The Architect shall work closely with County staff during all phases of the work. The Architect shall be considered to be a key part of the project team. A strong, positive relationship must be maintained.
- B. All licenses required for a discipline by the State of Michigan shall be maintained during the course of the contract.
- C. The Architect shall comply with Americans with Disabilities Standards “Accessibility Guidelines” (ADAAG) and Michigan Barrier Free Design Requirements (BFDR) in all designs, plans and specifications produced.
- D. All work must comply with any applicable local and state building codes.
- E. The Architect shall provide a single point of contact for the duration of this Agreement and perform with a consistent team.
- F. The Architect shall not proceed on a project without the written consent of the County.
- G. The Architect shall ensure a timely completion of plans and specifications.
- H. The Architect shall comply with administrative procedures related to the project such as change orders, shop drawings, contract pay request, etc.
- I. The Architect shall utilize construction documents that have been approved by the County.
- J. The Architect shall meet with applicable County committees, boards and commissions to review project status, project budget and project planning, as required.
- K. All required insurances are to be maintained by the Architect during the duration of this Agreement.
- L. The Architect shall provide status sheets periodically to the County.

5. COMPENSATION. It is expressly understood and agreed that the compensation which the Architect shall receive for the services it performs under this Agreement shall be as follows:

- A. Hourly Rates. For projects with total construction costs of less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), programming and consulting work, the Architect shall be compensated in accordance with the Hourly Rate Schedule set forth in the attached Exhibit A, up to but not to exceed the maximum sum mutually agreed upon between the Board and the Architect. The attached Exhibit A Hourly Rate Schedule is incorporated by reference into this Agreement. All work performed for the given tasks shall be billed based upon work function, not the status of the employee performing the work (i.e. a Principal performing Project Architect functions shall be billed at Project Architect rates). The hourly rates set forth in Exhibit A shall remain fixed for the full five (5) year term of this Agreement.

- B. Fee Schedule. For renovation projects, construction of building additions or new facilities with a construction cost in excess of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), the Architect shall be compensated as follows:

CONSTRUCTION COSTS					
PROJECT TYPE	0-500K	500K-1.0M	1.0M-3.0M	3.0M-5.0M	5.0M +
New Office	*	7.5%	7.0%	6.5%	5.5%
Remodel Office	*	9.0%	8.5%	7.5%	7.0%
New Industrial	*	5.0%	4.0%	3.5%	3.0%
Remodel Industrial	*	6.5%	5.0%	4.5%	4.0%
New Medical	*	8.5%	8.0%	7.5%	7.0%
Remodel Medical	*	9.5%	9.0%	8.5%	8.0%
New Court Facility	*	8.0%	7.5%	7.0%	6.5%
Remodel Court	*	9.0%	8.5%	7.5%	7.0%
New Jail	NA	7.5%	7.0%	6.5%	5.5%
Remodel Jail	*	9.0%	8.5%	7.5%	7.0%

* The hourly rates set forth in Exhibit A or such other hourly rates as mutually agreed upon in writing by the County and Architect. All changes in hourly rates shall be through a written Amendment to this Agreement signed by the authorized representatives of both the County and the Architect.

Projects which contain multiple types of space shall be interpolated proportionately. Projects with CADD basis in remodeling work are discounted. The County and Architect reserve the right to negotiate in good faith, given the lack of information on the projects.

Combining unrelated projects will not result in a blended or increased or reduced fee.

For work performed on projects with a construction cost of less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) the total to be received by the Architect shall not exceed the sum mutually agreed upon by the Board and the Architect.

- C. Sub-Consultants. Should professional sub-consultants be required for minor projects or limited consulting, the cost shall be included in the Architect's statements at the hourly rates set forth in the sub-consultants in the attached Exhibit A as a reimbursable expense. Should the project be of such a size as to warrant a fee based upon construction cost; structural, mechanical, electrical and civil engineering shall be included in the fee. Sub-consultant costs shall be considered a reimburseable expense and will be marked up two percent (2%) by the Architect for the associated CoPro+ administrative costs.

Special Consultants (wet lands, kitchen, acoustical, traffic, septic, etc.) shall not be included in the Architect's fees and shall be paid as a reimbursable expense will be marked up two percent (2%) by the Architect for the associated CoPro+ administrative costs.

Land surveying, soil boring, planning and zoning fees, and building permit fees are also excluded from the Architect's fees and shall be paid either directly by the County or to the Architect as a reimbursable expense will be marked up two percent (2%) by the Architect for the associated CoPro+ administrative costs.

It is expressly understood and agreed that any expenses not covered by the Architect's fees (i.e. would be a reimbursable expense to the County) shall be incurred only upon the prior written consent of the County.

- D. Professional Services Performed By Others. Professional services performed by others on behalf of the County will be marked up two percent (2%) by the Architect for the associated CoPro+ administrative costs, such as physical models, surveys, soil borings, septic design, hazardous material surveys, application/review fees, etc. all such costs shall be reimbursable expenses which must be pre-approved by the County in writing before they are incurred. If approved the costs shall not exceed that which the County has approved.
- E. In-House Printing and Copying. It is understood that the Architect shall not charge the County for in-house printing and copying during the design phase of a project. Architect shall however be reimbursed for significant printing and copying specifically requested by the County in writing up to but not to exceed the sum authorized by the County for such printing or copying tasks. The costs for agreed upon printing and copying tasks shall be as set forth in the attached Exhibit B, which is incorporated by reference into this Agreement and made a part thereof.

6. STATEMENTS, ACCOUNTING PROCEDURES, MAINTENANCE OF AND ACCESS TO RECORDS. The Architect shall provide the County with monthly statements for the work performed over the preceding month. A sample of the format and information to be contained in Architect's statements (invoices) for hourly based or fee-based services is set forth in the attached Exhibit C, which is incorporated by reference into this Agreement and made a part hereof. For projects not referred to the Livingston County Construction Committee for prior review, the County shall pay the Firm on a monthly basis. The Firm shall submit monthly invoices within fifteen (15) days of the end of the month. Payment will be remitted by check Net thirty (30) days from receipt of a correct and acceptable invoice that includes detailed project information. For projects referred to the Livingston County Construction Committee for review, payment will be made within thirty (30) days of approval by Committee. Information for invoicing should include items such as number of hours spent on each project by discipline, any sub-consultant fees, total fees due for the invoice period, and the balance of remaining cost.

If a dispute arises regarding the accuracy of a statement the Architect's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the statement or at least that part of a statement that is in dispute shall not be paid until the dispute is resolved.

Architect's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP) in order that the costs billed to the County under this Agreement can be readily and accurately ascertained and verified therefrom.

Architect shall keep and maintain records covering the services rendered, expenditures made, and sums billed to and paid by the County under this Agreement, during the term of this Agreement and for not less than three (3) years after the termination of this Agreement. In the event an audit or litigation by or on the County's behalf is commenced during this record retention period but is not completed before the end of the retention period Architect shall continue to maintain the records until litigation, including exhaustion of all appeals, or audit findings have been fully resolved.

All books, documents, papers and records pertaining to the services Architect provides to the County under this Agreement and the sums billed to the County for said services shall be open during regular working hours (9:00 a.m. – 5:00 p.m., Monday through Friday) to inspection on behalf of the County by the County's Administrator or the Administrator's designee or a third party whose services the County has contracted with for such purpose. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the County through its designated representatives shall be entitled to conduct audits of Architect's records described above.

7. STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT. In the event the services to be provided by the Architect involve the construction of additions to an existing building or of new facilities a separate contract for that project shall be entered into between the County and the Architect. The contract to be utilized for such services shall be prepared by the Architect utilizing the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 Edition, subject to review, amendment, and approval by the County's Civil Counsel.

8. TITLE AND USE OF ARCHITECT'S WORK PRODUCTS. The County acknowledges that the drawings, plans, specifications, and other documents prepared by the Architect and/or the Architect's sub-consultants are instruments of the Architect's and its sub-consultants' professional services for use solely with respect to the project for which they were prepared and the maintenance, alteration and additions to the facilities constructed under the project. Nevertheless, the drawings, plans, specifications and other documents prepared by the Architect and the Architect's sub-consultants for a project shall become the property of the Owner upon payment in full of all monies due to the Architect under this Agreement and may be used by the Owner for purposes of maintenance, alterations and additions to the facilities constructed under the project. The County, however, may not use or authorize anyone else to use the Instruments of Services at any location other than the site of the project for which they were prepared without the prior written consent of the Architect.

9. GIFTS/GRATUITIES. Elected Officials, Department Heads, and/or County Employees will not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

10. INTEREST OF ARCHITECT AND COUNTY. The Architect assures that it has no interests, which would conflict with the performance of services required by this Agreement. The Architect also assures that, in the performance of this Agreement, no officer, agents, employee of the County, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this Section 10 does not apply where specifically exempt under Michigan Law.

11. TAXES AND PAYMENT TERMS. The County is exempt from Federal Excise and State Sales Tax. The County's tax number is 38-6005819. The Architect is required to pay all applicable taxes lawfully assessed in connection with its performance of this Agreement.

12. ADVERTISING. The Architect shall not advertise, issue a press release or otherwise publish information concerning this Agreement without prior written consent of the County. The County shall not unreasonably withhold permission.

13. NONDISCRIMINATION. The Architect, and all its sub-consultants and subcontractors shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regards to employees and applicants for employment which include, but are not limited to, the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

The Architect and all its sub-consultants and subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The Architect shall post notices containing the above-stated policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees placed by or on behalf of the Architect shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

Breach of this section shall be regarded as a material breach of this Agreement.

14. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law. The venue for the bringing of any legal or equitable action under this Agreement shall be in Michigan Courts whose jurisdiction and venue is established in accordance with the statutes and/or Court Rules of the State of Michigan. In the event any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

15. COMPLIANCE WITH THE LAW. In performing the services required under this Agreement, the Architect shall comply with applicable Federal, State and local laws, ordinances, rules and regulations. The Architect agrees that all architects, engineers and other professionals performing services under this Agreement shall meet Federal, State and local licensing and certification requirements for the services which they perform. Breach of this section shall be regarded as a material breach of this Agreement.

16. SERVICES NOT EXCLUSIVE TO THE ARCHITECT. It is expressly understood and agreed by the Architect that the performance of services required in Sections 2, 3, and 4 of this Agreement are not exclusive to the Architect. The County shall at all times be free to contract with other architects/engineers licensed in the State of Michigan to perform the services described in this Agreement's Sections 2, 3, and 4 on projects that the County has not assigned to the Architect.

17. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Architect is an independent contractor. The employees, servants, agents, sub-consultants, and subcontractors of the Architect shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Architect shall be responsible for paying all salaries, wages and other compensation which may be due its employees, servants, agents, sub-consultants and subcontractors for performing services under this Agreement. The Architect shall also withhold and pay all applicable taxes, including but not limited to, income and social security taxes to the proper Federal, State and local governments.

18. INDEMNIFICATION AND HOLD HARMLESS. The Architect shall, at its own expense, protect, defend, indemnify and hold harmless Livingston County, its elected and appointed officers, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Architect, its employees or agents or its sub-consultants, subcontractors or sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in this Section 18 shall be limited to the degree of fault of the Architect or its employees or agents or its sub-consultants, subcontractors or sub-subcontractors or any of their officers, employees or agents.

The Architect's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Livingston County or its elected and appointed officers, employees, and agents by the insurance coverage obtained and/or maintained by the Architect pursuant to the requirements of this Agreement.

19. PATENT INDEMNITY. In addition to the Architect's indemnification responsibilities set forth in Section 18 of this Agreement, the Architect shall hold Livingston County, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

20. INSURANCE. The Architect shall procure and maintain and shall require that all sub-consultants and subcontractors procure and maintain during the term of this Agreement, the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and are acceptable to the County. The insurance requirements below shall not be interpreted to limit the liability of the Architect.

- A. Worker's Compensation Insurance. Workers' Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event the Architect uses sub-consultants, subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Architect shall ensure that said sub-consultants, subcontractors and sub-subcontractors carry Workers' Compensation Insurance and Employer's Liability Coverage, as required by law.
- B. Personal Property Insurance. The Architect and its sub-consultants, subcontractors and sub-subcontractors, shall be responsible for insuring all their tools, equipment and materials which it may use and/or leave at a work site. The County shall not be responsible for any loss or damage to the Architect's or its sub-consultants, subcontractors, or sub-subcontractors' tools, equipment and materials.
- C. Professional Liability Insurance. Professional Liability Insurance Coverage (Errors and Omissions) with a minimum amount per claim or occurrence and aggregate of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim and/or occurrence. If the Professional Liability Insurance is on a per claim basis the Architect shall either keep the insurance in effect for a period of not less than three (3) years after the completion of each Project or obtain tail coverage for not less than three (3) years.
- D. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and aggregate covering personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper and (2) Contractual Liability; (3) Products and Completed Operations Coverage; (4) Independent Contractors Coverage; and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. The Commercial General Liability Insurance may be in the form of a Business Owners Protection Policy provided it meets or exceeds the above Commercial General Liability Insurance Requirements.
- E. Motor Vehicle Liability. The Architect shall procure and maintain, during the life of this Agreement, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and annual aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

- F. Deductibles and SIRs. The Architect shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.
- G. Additional Insured. The Commercial General Liability Insurance, Professional Liability Insurance (Errors and Omissions), and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that the following shall be "Additional Insured"; the County of Livingston, and all the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Said insurances shall be considered to be primary to the Additional Insureds regardless of whether said other available coverage be primary, contributing or excess.
- H. Cancellation Notice. All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Fiscal Services Department, 304 E. Grand River Ave., Suite 204, Howell, MI 48843.
- I. Proof of Insurance. The Architect shall provide the County, at the time that the Agreement copies are returned by it for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- J. Continuation of Coverage. If any of the above coverage(s) expire during the term of this Agreement, the Architect shall deliver renewal certificates and endorsements to Livingston County at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the County's Fiscal Services Department upon a fully executed written Agreement. The Insurance Certificate and endorsements may be faxed or emailed to: 517.546.7266 or fs-procurement@livgov.com.

21. STATEWIDE COOPERATIVE CONTRACT. The Architect shall cooperate with the Michigan Association of Counties CoPro+ program, and other governmental entities, to market and extend this Agreement to other municipalities throughout the State of Michigan, enabling other municipalities to purchase the Architect's products and services from this competitively awarded Agreement. All invoices submitted to Livingston County and its participating entities will be marked up two percent (2%) by the Architect for the two percent (2%) administrative fee to be remitted to CoPro+ by the Architect on a quarterly basis. Administrative fees will be paid against actual invoices paid by Livingston County for services rendered by the Architect in the previous quarter. It is the Contractor's responsibility to keep all pricing up to date and on file with Livingston County/CoPro+. All price changes shall be presented to Livingston County for acceptance, using the same format as was accepted in the original Agreement.

22. IRAN LINKED BUSINESS. The Architect has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged

in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Architect shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

23. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

24. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or a partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

25. SUBCONTRACTING OR ASSIGNMENT OF AGREEMENT OR AGREEMENT FUNDS. This Agreement shall not be subcontracted or any part thereof assigned without the express written approval of the County Procurement Coordinator. In no case; however, shall such approval relieve the Architect from its obligations or change the terms of this Agreement. The Architect shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the County Procurement Coordinator. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Architect shall have no effect on the County and are null and void.

The Architect shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.

26. SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

27. ENTIRE AGREEMENT. This Agreement and the attached Exhibits contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

28. BINDING EFFECT OF THE AGREEMENT. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

29. SURVIVAL CLAUSE. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future shall extend beyond and survive the end of the term or termination of this Agreement.

30. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

31. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS ARCHITECTURAL CONSULTING SERVICES AGREEMENT IN THE SPACES AND ON THE DATES SET FORTH BELOW.

COUNTY OF LIVINGSTON

BY:



WES NAKAGIRI - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 2/1/2022

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: ROBERT D. TOWNSEND - 1/26/2022

**LINDHOUT ASSOCIATES
ARCHITECTS AIA PC**

BY:



MICHAEL J. KENNEDY - CEO

Dated: 01/28/2022

BY:

(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Dated: _____

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LIVINGSTON COUNTY

-&-

LINDHOUT ASSOCIATES ARCHITECTS AIA PC

~13~

TERM: 3/1/21 – 2/28/26

RES #2021-04-045

**ATTACHMENT A – PRICING PROPOSAL**

RFP LC-20-30

Architectural Consulting Services

Complete and submit this price sheet with the bid response. Add rows and columns to this attachment for additional service offerings as needed.

Design Professionals	Hourly Rate	Fees
Lindhout Associates architects aia pc		See fee matrix below
- CEO & President	\$130.00	
- Principal	\$105.00	
- Project Manager	\$86.00	
- Senior Project Architect	\$82.00	
- Project Architect	\$80.00	
- Architect	\$75.00	
- Planner / Designer	\$72.00	
- Intern Architect III	\$70.00	
- Intern Architect II	\$65.00	
- Intern Architect I	\$60.00	
Sub-consultants	Hourly Rate	Fees/Upcharges
Paradis Associates, Inc. (Structural)		
- Structural Design & Review	\$190.00	
- Cad & Correspondence	\$110.00	
MEEC (MEP)		
- Principal	\$145.00	
- Associated Engineer	\$130.00	
- Senior Engineer	\$120.00	
- Engineer	\$100.00	
- CAD Tech / Designer	\$85.00	
- Specification / Support	\$45.00	
Desine Inc. (Civil & Land Surveying)		
- Principal	\$145.00	
- Professional Engineer	\$100.00	
- Engineer II	\$85.00	



- Engineering Tech III	\$70.00	
- Engineering Tech IV	\$55.00	
- Designer I	\$80.00	
- Designer Tech II	\$65.00	
- Designer Tech III	\$50.00	
- Professional Surveyor	\$100.00	
- Surveyor II	\$85.00	
- Survey Tech III	\$70.00	
- Survey Tech IV	\$55.00	
- Survey Crew	\$140.00	
- Lot Monumentation	\$110.00	
- Administration	\$35.00	

Signature: 	Date: January 08, 2021
Firm Name: Lindhout Associated architects aia pc	Address: 10465 Citation Drive Brighton, MI 48116





Lindhout Associates Architects 10465 Citation Drive, Brighton, MI 48116		<small>8400/FORMS/InHousePrinting</small> DATE: _____
IN-HOUSE PRINTING		PROJECT #: _____
Job Name _____		PHASE CODE: _____

Black & White Copies				
Quantity	Size	Cost	Extension	Description
	8 1/2 x 11	\$ 0.10	\$	
	11 x 17	\$ 0.20	\$	
	24 x 36	\$ 1.75	\$	
	30 x 42	\$ 3.15	\$	
Color Copies / Plots				
Quantity	Size	Cost		Description
	8 1/2 x 11	\$ 0.70	\$	
	11 x 17	\$ 1.30	\$	
	24 x 36	\$ 3.50	\$	
	30 x 42	\$ 6.30	\$	
Covers & Binding				
Quantity	Unit	Cost		Description
	Cover/Tab	\$ 0.10	\$	
	Binding	\$ 2.00	\$	
			\$	

TOTAL \$

Prints By: _____

Prints made for:





Lindhout Associates Architects aia pc

www.lindhout.com

10465 Citation Drive, Brighton, Michigan 48116 810-227-5668



MONTHLY INVOICE

BILL TO

 Livingston County
 304 East Grand River
 Howell, MI 48843

Date Oct 01, 2018

Invoice # 2018-1006

Project Name Sample Project - New Office

Project No 21001

Please Remit By Oct 31, 2018

Payment Terms 30(days)

Balance Due: \$37,578.02

Project Description: Sample Fee Based Project - New Office

July, August, September, 2018 work included completion of design development and construction documentation, attendance at multiple owner meetings and issuance of bidding / permit drawings. This total includes civil engineering fees as a reimbursable.

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase Completed	Amount Billed	% complete	Value of Completed	Amount remaining
01 Schematic Design	10.00%	\$3,766.02	100.00%	\$3,766.01	0.00%	\$0.00	\$0.00
02 Design Development	20.00%	\$7,532.03	80.00%	\$6,025.62	100.00%	\$1,506.41	\$0.00
03 Construction Documents	50.00%	\$18,830.08	52.00%	\$9,791.65	100.00%	\$9,038.43	\$0.00
04 Bidding Administration	3.00%	\$1,129.80	0.00%	\$0.00	0.00%	\$0.00	\$1,129.80
05 Construction Administration	17.00%	\$6,402.23	0%	\$0.00	0.00%	\$0.00	\$6,402.23
	100.00%	\$37,660.15	52.00%	\$19,583.28	28.00%	\$10,544.84	\$7,532.04

Expenses

Date	Name	Phase	Expense Type	Description	Qty	Rate	Amount
07/13/2018	Expense	Civil Engineering	Consultant	4-1011 / Inv#111077 r / Prints for City Submittal	1.00	\$99.90	\$99.90
08/07/2018		Civil Engineering	Consultant	4-1011 Civil Inv#111267r	1.00	\$350.00	\$350.00
09/17/2018		MEP Engineering	Consultant	4-1011 MEP Inv#111456 cd	1.00	\$1,000.00	\$1,000.00
Expense Total:							\$1,449.90
Expenses Total:							\$1,449.90
Invoice Total:							\$11,994.74
Previous Balance:							-\$13,731.00
Account Balance:							\$37,578.02

Please make payments to Lindhout Associates.

Page 1 of 1



Lindhout Associates Architects aia pc

www.lindhout.com

10465 Citation Drive, Brighton, Michigan 48116 810-227-5668



MONTHLY INVOICE

BILL TO

Livingston County
304 East Grand River
Howell, MI 48843

Date Oct 01, 2020

Invoice # 2020-1022

Project Name Sample Project - New Office

Project No 21002

Please Remit By Oct 31, 2020

Payment Terms 30(days)

Balance Due: **\$3,898.00**

Project Description: Sample Hourly Rate Project - New Office

September, 2020 work included completion of construction documents, and owner and contractor coordination.

NOTE: Balance due amount includes this invoice and an open invoice for \$3,640.00.

Basic Services

Date	Employee	Phase	Description	Hrs	Rate	Extension
Basic Services						
9/1/2020	hmt	03 Construction Documents	Project coordination.	1.50	\$86.00	\$129.00
9/15/2020	hmt	05 Construction Administration	Owner/contractor coord	1.50	\$86.00	\$129.00
Basic Services Total:				3.00		\$258.00
Basic Services Sub Total:				3.00		\$258.00
Invoice Total:						\$258.00
Previous Balance:						\$4,725.00
Payments Received:						\$1,085.00
Account Balance:						\$3,898.00

Please make payments to Lindhout Associates.

