

AGENDA

Oakland-Macomb Interceptor Drain Drainage Board Macomb and Oakland Counties

April 19, 2023 – 11:30 a.m.

Office of the Oakland County Water Resources Commissioner
One Public Works, Building 95 West
Waterford, Michigan, and Microsoft Teams

1. Call meeting to order

Board Members:

Michael Gregg, Chair, Michigan Department of Agriculture and Rural Development
Candice Miller, Macomb County Public Works Commissioner
Jim Nash, Oakland County Water Resources Commissioner

2. Motion to approve the meeting agenda for April 19, 2023
3. Motion to approve the Drainage District Board Meeting Minutes from March 15, 2023
4. Public Comment
5. Present Resolutions to Approve Special Assessment Roll No. 1 Relating to Series 2020B Drain Bonds (2023 Issue) to Authorize the Issuance of Bonds in the Principal Amount Not to Exceed \$15,600,000
6. Present Resolution Approving Cost-Share Agreement – Contract 2A and Contract 2B
7. Present MFCI Engagement Letter
8. Present Young Insurance Law Engagement Letter
9. Recommendation for Contract Award to Z Contractors for the NI-EA Contract No. 2: PCI-18 and PCI-19 Rehabilitation Project, Authorize Creation of Financial Contraction Project, and Approval of Project Budget
10. Motion to approve the following Construction Estimates:
 - a) Construction Estimate No. 30 for Walsh Construction for NESPS Pump & Electrical Upgrades Project (GMP Phase) in the amount of \$471,151.19 with a transfer to the Oakland County Treasurer in the amount of \$3,186.75
 - b) Construction Estimate No. 25 for Marra Services for NI-EA Contract No. One for PCI 4 Rehabilitation in the amount of \$401,444.00
11. Status of OMID Repairs Project
12. Financial Reports – General Financial Report and Status of State Revolving Fund Financing and Other Financing
13. Motion to approve the following invoices:

1) Labor/Fringes/Non-Direct Labor Factor			
• Segment 5 NI-EA Construction			\$ 8,440.52
• Segment 5 NESPS Mech./Elect. Construction			\$ 10,522.57
2) Equipment Charges			
• Segment 5 NI-EA Construction			\$ 409.54
• Segment 5 NESPS Mech./Elect. Construction			\$ 440.80
b) ASI			
1) Invoice No. 48-8380	NESPS		\$ 65,823.31
	O&M		\$ 6,041.00
2) Invoice No. 48a-8381	NESPS		\$ 4,715.74
3) Invoice No. 49-8396	NESPS		\$ 100,741.10
	O&M		\$ 8,341.00
4) Invoice No. 49a-8397	NESPS		\$ 2,311.49
c) CH2M			
Invoice No.	O&M		\$ 3,279.31
d) Clark Hill			
1) Invoice No. 1292511	O&M		\$ 918.00
2) Invoice No. 1292513	NI-EA		\$ 149.20
e) CSM			
1) Invoice No. 22OMIDD006	O&M		\$ 28,428.00
2) Invoice No. 23-079	O&M		\$ 1,002.89
f) Hesco			
1) Invoice No. 2314264	O&M		\$ 585.00
2) Invoice No. 2314307	O&M		\$ 500.95
3) Invoice No. 2314308	O&M		\$ 978.40
g) Jacobs			
Invoice No. C6A19900-07	O&M		\$ 57,767.99
h) Kone			
Invoice No. 962443836	O&M		\$ 730.08
i) Motor City Electric Technologies Inc.			
1) Invoice No. 95056	O&M		\$ 405.00
2) Invoice No. 95057	O&M		\$ 90.00
3) Invoice No. 95058	O&M		\$ 90.00
4) Invoice No. 95059	O&M		\$ 151.77
5) Invoice No. 95060	O&M		\$ 180.00
j) NTH Consultants, Ltd			
1) Engineering Design Services Rehabilitation of NI-EA Sections PCI-4			
Invoice No. 632374	NI-EA		\$ 22,089.78
2) Contract No. 1 PCI-4			
Invoice No. 632375	NI-EA		\$ 104,998.44
3) Eng./Consulting Services NESPS Upgrade			
Invoice No. 632378	NESPS		\$ 3,117.92
4) Consulting Services 2021 OMID System Inspection			
Invoice No. 632379	O&M		\$ 822.42
5) Additional NESPS Maintenance			
Invoice No. 632381	O&M		\$ 6,372.21
6) Rehabilitation Program 2021 Closeout Services			
Invoice No. 632386	O&M		\$ 262.40
k) PM Technologies			
1) Invoice No. 75667331	O&M		\$ 6,350.00

2) Invoice No. 75674891	O&M	\$	6,350.00
3) Invoice No. 75698804	O&M	\$	6,350.00
l) PMA Consultants			
1) Invoice No. 3559.01-33	NI-EA	\$	16,276.19
2) Invoice No. 3559.01-34	NI-EA	\$	18,084.66
m) Rotor Electric			
1) Invoice No. 12545	O&M	\$	1,318.50
2) Invoice No. 12548	O&M	\$	13,186.66
n) York			
Invoice No. MRI-13903	O&M	\$	5,450.00

14. Other Business

15. Adjourn

Next Regular Meeting: May 17, 2023, at 11:30 a.m., Eastern Standard Time.

Agenda Item No. 3

Board Meeting Minutes from March 15, 2023

**MINUTES OF THE REGULAR MEETING OF THE DRAINAGE BOARD
FOR THE OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT**

March 15, 2023

Minutes of the regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held at the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan on the 15th day of March at 11:30 a.m. Eastern Standard Time and via Microsoft Teams.

PRESENT:

Michael Gregg, Chairperson and Deputy for Gary McDowell, Director of the Michigan Department of Agriculture and Rural Development; Candice Miller, Member and Macomb County Public Works Commissioner; and Anne Vaara for Jim Nash, Secretary and Oakland County Water Resources Commissioner.

OTHERS PRESENT:

Representing the office of the Macomb County Public Works Commissioner: Stephen Downing, Bruce Mann, and Norb Franz. Representing the office of the Oakland County Water Resources Commissioner: Steve Korth, Joel Brown, Brian Coburn, Raphael Chirolla, Jen Cook, Megan Koss, and Stephanie Lajdziak. Others in attendance: Fritz Klingler, FK Engineering; Terry Moore, Metco; Shawn Phelps and Jeff Ragle, OC Fiscal Services; Larry Gilbert, Saju Sachidanandan, and Michelle Kitzinger, NTH Consultants; Brady Harrington; MDARD; John Michalski, ASI.

1. Call meeting to order.

Chairperson Gregg called the meeting to order at 12:06 p.m.

2. Agenda.

Motion by Vaara, supported by Miller, to amend the March 15, 2023, agenda and place the financial reports (agenda item no. 9) after public comment (agenda item no. 4).

ADOPTED: Yeas - 3
 Nays - 0

3. Minutes.

Motion by Miller, supported by Vaara, to approve the minutes of the February 22, 2023, meeting.

ADOPTED: Yeas - 3
 Nays - 0

4. Public Comment.

None.

5. Financial Reports.

Shawn Phelps presented the financial reports for Segments 1 through 5 and the NESPS. Motion by Vaara, supported by Miller, to receive and file the financial reports.

ADOPTED: Yeas - 3
Nays - 0

6. Memorandum regarding operating budget, cost allocation and Capital Improvement Program for the upcoming rate year.

Raphael Chirolla presented a Memorandum requesting the Board approve the proposed operating budget, cost allocation and Capital Improvement Program for the rate year beginning July 1, 2023. He provided an overview of the budget, flow split, and capital projects planned for 2023. Mr. Chirolla also discussed the change in rates due to inflation. Motion by Vaara, supported by Miller, to approve the proposed budget, cost allocation and Capital Improvement Program for the rate year beginning July 1, 2023 as presented.

ADOPTED: Yeas - 3
Nays - 0

7. Change Order.

The following Change Orders were submitted to the Board for approval:

- a) Walsh Construction Change Order No. 31 for the NESPS Pump & Electrical Upgrades Project for a net increase in the amount of \$63,734.54. Motion by Miller, supported by Vaara, to approve the Change Order as presented.

ADOPTED: Yeas - 3
Nays - 0

8. Construction Pay Estimates.

The following Construction Pay Estimates were submitted to the Board for approval:

- a) Construction Estimate No. 29 for Walsh Construction for NESPS Pump & Electrical Upgrades Project (GMP Phase) in the amount of \$729,241.06. Motion by Vaara, supported by Miller, to approve the Construction Pay Estimate as presented.

ADOPTED: Yeas - 3
Nays - 0

- b) Construction Estimate No. 24 for Marra Services for NI-EA Contract No. One for PCI-4 Rehabilitation in the amount of \$453,774.16 with a transfer to the Oakland County Treasurer in the amount of \$3,514.43. Motion by Miller, supported by Vaara, to approve the Construction Pay Estimate as presented.

ADOPTED: Yeas - 3
Nays - 0

9. Report/Update – Status of OMI Project, Segments 1 through 4, NESPS and NI-EA.

Fritz Klingler of FK Engineering presented the Project Progress Update to the Board and summarized the status of various projects. Motion by Miller, supported by Vaara, to receive and file the report and summary.

ADOPTED: Yeas - 3
 Nays - 0

10. Invoices.

The following invoices were submitted to the Board for approval:

1) Labor/Fringes/Non-Direct Labor Factor		
• Segment 5 NI-EA Construction		\$ 5,843.61
• Segment 5 NESPS Mech./Elect. Construction		\$ 10,095.46
2) Equipment Charges		
• Segment 5 NI-EA Construction		\$ 206.16
• Segment 5 NESPS Mech./Elect. Construction		\$ 347.54
b) ASI		
1) Invoice No. 8358-47a	NESPS	\$ 17,523.99
2) Invoice No. 8381-48a	O&M	\$ 4,715.74
3) Invoice No. 8380-48	NESPS	\$ 65,823.31
	O&M	\$ 6,041.00
c) Hesco		
1) Invoice No. 2314175	O&M	\$ 5,597.50
2) Invoice No. 2314176	O&M	\$ 4,740.00
3) Invoice No. 2314177	O&M	\$ 5,358.91
4) Invoice No. 2314178	O&M	\$ 1,110.00
d) Kennedy Industries		
1) Invoice No. 635125	O&M	\$ 3,182.50
2) Invoice No. 635133	O&M	\$ 1,858.00
e) Metco		
Invoice No.1811-50	O&M	\$ 120,788.27
f) Motor City Electric Technologies Inc.		
Invoice No. 95022	O&M	\$ 1,525.74
g) NTH Consultants, Ltd		
1) OMID System Immediate Repairs		
Invoice No. 632143	O&M	\$ 277.84
2) Engineering Design Services Rehabilitation of NI-EA Sections PCI-4		
Invoice No. 632144	NI-EA	\$ 9,143.22
3) Contract No. 1 PCI-4		
Invoice No.632145	NI-EA	\$ 65,761.73
4) Consulting Services 2021 OMID System Inspection		
Invoice No.632150	O&M	\$ 2,355.11
h) PM Technologies		
Invoice No.	O&M	\$ 2,019.43

Motion by Vaara, supported by Miller, to approve the invoices as presented.

ADOPTED: Yeas - 3
 Nays - 0

11. Other Business.
None.

12. Adjourn.
Motion by Miller, supported by Vaara, to adjourn the March 15, 2023, meeting at 1:03 p.m.

ADOPTED: Yeas - 3
 Nays - 0

Next Regular Meeting: *Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan* and electronically at 11:30 a.m., Eastern Standard Time on April 19, 2023.

I hereby certify that the foregoing constitutes the minutes of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District, at a meeting held on March 15, 2023 and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 15th day of March 2023.



Anne Vaara, Acting Secretary
Oakland-Macomb Interceptor Drain Drainage Board

Agenda Item No. 4

Public Comment

Agenda Item No. 5

Special Assessment Roll No. 1
2020B Drain Bonds and Issuance of Bonds

TO: Michael Gregg, Chairperson
Drainage Board, Oakland-Macomb Interceptor Drain Drainage District

FROM: Joseph W. Colaianne
John R. Axe
Peter Ecklund

DATE: April 7, 2023

SUBJECT: **Recommendation: Resolution Approving Assessment Roll No. 1 Relating to Series 2020B Drain Bonds (2023 Issue); and Resolution To Authorize the Issuance of Drain Bonds in the Principal Amount of Not to Exceed \$15,600,000**

We understand that the bids in connection with the North Interceptor – East Arm Contract No. 2 were received, and the Drainage Board will be considering approval and awarding of the construction contracts. When the Project was originally approved and the first series of bonds were issued in 2020 (2020A Drain Bonds, in the amount of \$57,215,000), it was anticipated that additional municipal financing would be needed to complete the Project. This portion of the Project includes the NI-EA Contract 2, and the proposed financing is anticipated not to exceed \$15,600,000. The Bonds will be issued in anticipation of the collection of an equal amount of Oakland-Macomb Interceptor Drain Bonds Series 2020B Special Assessments to be collected in twenty (20) installments. The Drain Bonds will be designated as the "Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation) Series 2020B (2023 Issue)". In accordance with Chapter 21 and past practice we will be notifying all of the public corporations of their respective assessments and the opportunity to prepay the drain assessment. We anticipate the bond closing to take place in June 2023.

Attached for the Drainage Board's consideration are two resolutions: (1) Resolution Approving Assessment Roll No. 1 Relating to Series 2020B Drain Bonds (2023 Issue); and (2) Resolution To Authorize the Issuance of Drain Bonds in the Principal Amount of Not to Exceed \$15,600,000.

Recommendation: It is recommended that the Drainage Board approve:

- 1. Resolution Approving Assessment Roll No. 1 Relating to Series 2020B Drain Bonds (2023 Issue); and**
- 2. Resolution To Authorize the Issuance of Drain Bonds in the Principal Amount of Not to Exceed \$15,600,000**

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**MICHIGAN DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

In the Matter of:

Oakland-Macomb Interceptor Drain,

**RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL NO. 1
RELATING TO SERIES 2020B DRAIN BONDS (2023 ISSUE)**

At a regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held on the 19th day of April 2023, at 11:30, am., prevailing time, at the Offices of the Oakland County Water Resources Commissioner, 1 Public Works Drive, Waterford, Michigan there were:

PRESENT: _____

ABSENT: _____

OTHERS PRESENT: _____

Motion by Drainage Board Member _____, and supported by Drainage Board Member _____, to approve the following Resolution:

WHEREAS, the Secretary of the Board has caused to be presented to the Board at this meeting and in accordance with the Final Order of Apportionment adopted on August 21, 2019, the Special Assessment Roll No. 1 Relating to Series 2020B Bonds (2023 Issue) with respect to finance all or a part of the cost of the Project for the design and construction of improvements, the costs relating to the Project and the costs of issuance of such Bonds as described on ATTACHMENT 1:

NOW THEREFORE, be it resolved that:

1. Special Assessment Roll No. 1 Relating to Series 2020B Bonds (2023 Issue) as presented on behalf of the Secretary to this Board, upon which Special Assessment Roll No. 1 Relating to 2020B Bonds (2023 Issue) are spread assessments against the assessed public corporations and which is attached hereto, is hereby approved and ordered filed with the Chairperson.

2. The Chairperson and Secretary of the Board are hereby authorized and directed to execute the statement affixed to said Roll setting forth the date of such approval.
3. The Chairperson of the Board, within ten (10) days of the date hereof, shall certify to each public corporation assessed the amount of the total assessment against it, the amount of each installment, the due date of each installment, and the rate of interest upon the assessment from time to time unpaid. In addition, each year as required by law, the Chairperson shall notify each public corporation assessed of the amount of the installment and interest next becoming due.
4. All resolutions or portions thereof previously adopted by this Board, to the extent they conflict with this resolution, are hereby rescinded.

CERTIFICATION OF PROCEEDINGS

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District held in Waterford, Township, Michigan on April 19, 2023; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as the same may be or has been expanded, extended, supplemented or replaced from time to time and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jim Nash, Secretary of the Drainage Board

Dated: April 19, 2023

Special Assessment No. 1 Relating to Drain Bonds, Series 2020B (2023 issue)
for the Oakland-Macomb Interceptor Drain Drainage District
 (An Inter-County Drain in Oakland County and Macomb County, Michigan)
 Dated: April 19, 2023

Total Amount Assessed for the Project Costs:	\$15,341,000.00
Total Prepayments:	0.00
Total Project Cost Bonded:	15,341,000.00
Estimated Total Amount to be Assessed for the Financing Costs (Including Est. Underwriter Discount):	259,000.00
Financing Contingency:	0.00
Total Bond Issue*:	<u>\$15,600,000.00</u>

*Including Financing Costs and Contingency

<u>County of Oakland</u> <u>PUBLIC CORPORATIONS</u>	33.1000% Percentage of Project	Amount Assessed for Project	Prepaid (Y/N)	Amount Assessed for Financing Costs	Amount Assessed for Bond Issue	33.1000% Percentage of Bond Issue
City of Auburn Hills	4.9705%	\$762,524		\$12,875	\$775,399	4.9705%
Independence Township (incl. Village of Clarkston)	2.4213%	371,452		6,272	377,724	2.4213%
City of Lake Angelus	0.0185%	2,838		46	2,884	0.0185%
Village of Lake Orion	0.3409%	52,297		883	53,180	0.3409%
Oakland Township	1.0393%	159,439		2,691	162,130	1.0393%
Orion Township	3.1494%	483,149		8,157	491,306	3.1494%
Oxford Township	1.2468%	191,272		3,228	194,500	1.2468%
Village of Oxford	0.5928%	90,941		1,535	92,476	0.5928%
City of Rochester	1.9526%	299,548		5,056	304,604	1.9526%
City of Rochester Hills	8.1106%	1,244,249		21,011	1,265,260	8.1106%
Waterford Township	7.6159%	1,168,355		19,725	1,188,080	7.6159%
West Bloomfield Township	1.6414%	251,807		4,250	256,057	1.6414%
	<u>33.1000%</u>	<u>\$5,077,871</u>		<u>\$85,729</u>	<u>\$5,163,600</u>	<u>33.1000%</u>
<u>County of Macomb</u> <u>PUBLIC CORPORATIONS</u>	66.9000% Percentage of Project	Amount Assessed for Project	Prepaid (Y/N)	Amount Assessed for Financing Costs	Amount Assessed for Bond Issue	66.9000% Percentage of Bond Issue
Chesterfield Township	4.7983%	\$736,107		\$12,426	\$748,533	4.7983%
Clinton Township	14.1538%	2,171,334		36,656	2,207,990	14.1538%
City of Fraser	2.7237%	417,843		7,052	424,895	2.7237%
Harrison Township	4.1556%	637,511		10,760	648,271	4.1556%
Lenox Township	0.6353%	97,461		1,646	99,107	0.6353%
Macomb Township	9.4344%	1,447,331		24,435	1,471,766	9.4344%
Village of New Haven	0.5475%	83,992		1,421	85,413	0.5475%
Shelby Township	6.6490%	1,020,023		17,219	1,037,242	6.6490%
City of Sterling Heights	20.8081%	3,192,172		53,900	3,246,072	20.8081%
City of Utica	1.1036%	169,303		2,861	172,164	1.1036%
Washington Township	1.8907%	290,052		4,895	294,947	1.8907%
	<u>66.9000%</u>	<u>\$10,263,129</u>		<u>\$173,271</u>	<u>\$10,436,400</u>	<u>66.9000%</u>
Combined Total:	<u>100.0000%</u>	<u>\$15,341,000</u>		<u>\$259,000</u>	<u>\$15,600,000</u>	<u>100.0000%</u>

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**MICHIGAN DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

In the Matter of:

Oakland-Macomb Interceptor Drain,

**RESOLUTION TO AUTHORIZE THE ISSUANCE OF DRAIN BONDS IN THE
PRINCIPAL AMOUNT OF NOT TO EXCEED \$15,600,000**

At a regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held on the 19th day of April 2023, at 11:30, am., prevailing time, at the Offices of the Oakland County Water Resources Commissioner, 1 Public Works Drive, Waterford, Michigan there were:

PRESENT: _____

ABSENT: _____

OTHERS PRESENT: _____

Motion by Drainage Board Member _____, and supported by Drainage Board Member _____, to approve the following Resolution:

WHEREAS, pursuant to the petitions received by the Charter Township of Waterford, Oakland County, and the City of Sterling Heights, Macomb County (collectively, the "Petitions") requesting the Maintenance, Extension and Improvement of the Oakland-Macomb Interceptor Drain (the "Drain") pursuant to Section 535 of Michigan Public Act 40 of the Public Acts of 1956 ("Drain Code" or Act 40), as amended, MCL §280.535 and filed with the Director of the Michigan Department of Agriculture on December 20, 2018, proceedings have been carried out by the Augmented Drainage Board and Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District" or "Issuer") to acquire, finance, construct, improve, and replace certain wastewater facilities (the "Project"), and said Project having been determined to be necessary for the public health; and

WHEREAS, pursuant to the authorization provided in Section 528 of Chapter 21 of the Drain Code (MCL §280.528), the Drainage Board of the Drainage District expects to provide for the issuance of one or more series of drain bonds (as defined herein) to finance the costs of the Project described on **Exhibit A**, and the costs of issuance of such bonds, in anticipation of the collection of assessments to be made pursuant to the Drain Code, and to pledge the full faith and credit of the Drainage District for the prompt payment of the principal thereof and the interest thereon; and

WHEREAS, pursuant to a Final Order of Apportionment adopted by the Drainage Board for the Drainage District on August 21, 2019, the cost of the Project has been apportioned against the following Public Corporations in Oakland County as follows: City of Auburn Hills (4.9705%), Independence Township (includes City of Clarkston) (2.4213%), City of Lake Angelus (0.0185%), City of Rochester (1.9526%), City of Rochester Hills (8.1106%), Oakland Township (1.0393%), Orion Township (3.1494%), Oxford Township (1.2468%), Village of Lake Orion (0.3409%), Village of Oxford (0.5928%), Waterford Township (7.6159%), and West Bloomfield Township (1.6414%); and

WHEREAS, pursuant to a Final Order of Apportionment adopted by the Drainage Board for the Drainage District on August 21, 2019, the cost of the Project has been apportioned against the following Public Corporations in Macomb County: Chesterfield Township (4.7983%), City of Fraser (2.7237%), City of Sterling Heights (20.8080%), City of Utica (1.1036%), Clinton Township (14.1538%), Harrison Township (4.1556%), Lenox Township (0.6353%), Macomb Township (9.4344%), Shelby Township (6.6490%), Village of New Haven (0.5475%), and Washington Township (1.8907%); and,

WHEREAS, the Drainage Board of the Oakland-Macomb Interceptor Drain, by adoption of this resolution will authorize and provide for the issuance by the Oakland-Macomb Interceptor Drain Drainage District of its Drain Bonds, Series 2020B (2023 Issue), in the aggregate principal amount not to exceed \$15,600,000 (the “Series 2020B Drain Bonds”) to defray part of the costs of the Project; and

WHEREAS, such bonds will be payable from the collection of special assessments against the public corporations set forth in **Exhibit B** (“Public Corporations”) in Oakland and Macomb Counties in the Drainage District, said special assessments to be duly confirmed as provided in the Drain Code; and

WHEREAS, the Drainage Board of the Oakland-Macomb Interceptor Drain, by adoption of this resolution will authorize and provide for the issuance by the Oakland-Macomb Interceptor Drain Drainage District of its Drain Bonds, Series 2020B, in the aggregate principal amount not to exceed \$15,600,000 (the “Series 2020B Drain Bonds”) to defray part of the costs of the Project; and

WHEREAS, pursuant Section 526 of the Drain Code (MCL §280.526), in a resolution adopted on April 30, 2020 by the Board of Commissioners of the County of Macomb, and in a resolution adopted on May 13, 2020 by the Board of Commissioners of the County Oakland, each of the Counties pledged their respective Full Faith and Credit of their share of the Series 2020A and Series 2020B Drain Bonds;

WHEREAS, the Series 2020B Drain Bonds are to be designated as the Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation), Series 2020B (2023 Issue), in an aggregate principal amount not to exceed \$15,600,000, with such bonds expected to be issued in or about June 1, 2023, bearing interest at the rates and maturing in such amounts and at such times as may be determined pursuant to the resolution of the Drainage Board; and

WHEREAS, the performance of the Project is immediately necessary to protect and preserve the public health, and, in order to finance the costs of the Project it is necessary to issue the Bonds as provided herein as authorized by the Drain Code; and

WHEREAS, it is in the best interests of the Drainage District and those Public Corporations assessed for the cost of Oakland-Macomb Interceptor Drain that the Bonds be issued.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD OF THE OAKLAND-MACOMB INTERCEPTOR DRAIN as follows:

1. AUTHORIZATION OF BONDS – PURPOSE. The performance of the Project is necessary to protect and preserve the public health, and in order to provide funds to finance the costs of the Project it is necessary to issue the Bonds as provided herein and as authorized by the Drain Code. The Bonds of the Oakland-Macomb Interceptor Drain Drainage District (the “Bonds”) aggregating the principal sum of not to exceed Fifteen Million Six Hundred Thousand Dollars (\$15,600,000) shall be issued and sold pursuant to the provisions of the Drain Code, and other applicable statutory provisions, for the purpose of financing the following costs of the Projects set forth in **Exhibit A** attached hereto.

2. BOND DETAILS. The Bonds shall be issued in anticipation of the collection of an equal amount of Oakland-Macomb Interceptor Drain Series 2020B Special Assessments to be collected in installments. The Bonds shall be designated “Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation) Series 2020B (2023 Issue)”, the principal of and interest thereon to be payable in the first instance from the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments; shall be in the principal amount and shall be dated as of such date as shall be determined by the Chairperson or Secretary of the Drainage Board (the “Chairperson” or “Secretary”) at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6% per annum to be determined upon the sale thereof payable on such dates as shall be determined at the time of sale; and shall mature on such dates and in such amounts as shall be determined at the time of sale.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due be check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

4. DECREASE IN AGGREGATE AMOUNT OF BONDS. In the event the amount necessary to pay for the project from the issuance of bonds is reduced by cash contributions from the Drainage District’s reserves or from cash advanced by benefited Public Corporations, the Chairperson or Secretary shall decrease the principal amount of the Bonds by any amount, and to the extent required to avoid the issuance of more Bonds than will be required in light of the cash

contributions received, which decrease may be applied to any one or more of the maturities, and the Official Notice of Sale attached as **Exhibit C** (for a competitive sale) or as set forth in the request for proposal (for a negotiated sale), shall so provide or be changed accordingly.

5. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity as such is ordered by the Chairperson or Secretary of the Drainage Board after consulting with the Bond Counsel and the Financial Consultant.

6. BOND REGISTRAR AND PAYING AGENT/BOOK-ENTRY-ONLY. The Chairperson or Secretary of the Drainage Board shall designate and enter into an agreement with a bond registrar and paying agent for the Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson or Secretary of the Drainage Board may from time to time as required designate a similarly qualified successor bond registrar and paying agent. If so designated the Bonds shall be deposited with a depository trustee designated by the Chairperson or Secretary of the Drainage Board who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Chairperson or Secretary of the Drainage Board after consultation with the depository trustee. The Chairperson or Secretary of the Drainage Board is authorized to enter into any depository trust agreement on behalf of the Drainage District upon such terms and conditions as the Chairperson or Secretary of the Drainage Board shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Chairperson or Secretary of the Drainage Board. The depository trustee may be the same as the Registrar otherwise named by the Chairperson or Secretary of the Drainage Board, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Chairperson or Secretary of the Drainage Board may determine.

7. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the Drainage District by the facsimile signatures of the Chairperson of the Drainage Board and Secretary of the Drainage Board and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the Drainage District (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson or Secretary of the Drainage Board to the Purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson and Secretary of the Drainage Board and upon which the seal of the Drainage District (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS.

(i) The Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly

executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds.

(ii) The Bonds shall be transferable upon the books of the Drainage District, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Bonds, the bond registrar and paying agent on behalf of the Drainage District shall cancel the surrendered Bonds and shall authenticate and deliver to the transferee new Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Bonds pursuant to this Section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

(iv) The Drainage District and the bond registrar and paying agent may deem and treat the person in whose name the Bonds shall be registered upon the books of the Drainage District as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 6 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the Drainage District nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Drainage District agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Bonds, the Drainage District or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Bonds or portion of the Bonds which has been selected for redemption.

9. PRIMARY SECURITY. The Bonds and the interest thereon are being issued in anticipation of and shall be payable from the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments pursuant to Section 528 of the Drain Code. All of the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments are hereby pledged solely and only for the payment of the principal of and interest on the Bonds, and any additional bonds issued to complete the Project, including payment of acquisition, engineering, architectural, legal and financing expenses and costs of issuance in connection therewith, in accordance with this Resolution.

Nothing contained in this Resolution shall be construed to prevent the Drainage District from issuing additional bonds under the provisions of the Drain Code for any of the purposes authorized by the Drain Code, but any such bonds shall in no way have any lien on or be payable out of the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments pledged to the payment of the Bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Project, or any of them, including payment of acquisition, engineering, legal and financing expenses and costs of issuance in connection therewith. Upon default in any of the Bonds or any additional bonds, to the extent any security or payments which constitute proceeds of such security may not be attributed to a particular series of bonds, it is the intention of the Drainage District that such security or payments will be shared on a parity basis by all holders of bonds for which such security has been pledged, subject to bankruptcy, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted, and to the application of general principles of equity.

10. SECONDARY SECURITY FOR BONDS. Pursuant to authorization provided in the Drain Code and resolutions of Oakland County and Macomb County duly adopted or to be adopted by two-thirds (2/3) vote of the members of the Board of Commissioners of Oakland County and Macomb County, the full faith and credit of Oakland County and Macomb County has been or shall be pledged as a condition precedent to the issuance of the Bonds for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided or shall be provided in said resolutions and the Drain Code, in the event any Public Corporation in Oakland County shall fail to pay or neglect to account to the Oakland County Treasurer, and any Public Corporation in Macomb County shall fail to pay or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions, and the Oakland County Treasurer and the Macomb County Treasurer are directed to make such advancement to the extent necessary. If it becomes necessary for Oakland County or Macomb County to so advance such moneys, they shall have such right or rights of reimbursement and any and all remedies therefor as provided by of the Drain Code or any other law.

11. DEBT RETIREMENT FUND. It shall be the duty of the Drainage District (the "Issuer"), after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer of the Drainage District a special depository account to be named Oakland-Macomb Interceptor Drain Drainage District Bonds Series 2020B Debt Retirement Fund (hereinafter sometimes referred to as the "Debt Retirement Fund"), into which account it shall be the duty of the Issuer to deposit, as received, collections of the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments, any payments made by Oakland County or Macomb County pursuant to the provisions of Section 11 of this Resolution, and any additional moneys paid by the Issuer to be used for purchasing Bonds for retirement prior to maturity. After satisfaction of any obligations to rebate earnings to the United States, moneys from time to time on hand in said Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the Bonds.

12. PROJECT FUND. It shall be the duty of the Issuer, after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer of the Issuer a special

depository account to be named Oakland-Macomb Interceptor Drain Drainage District Bonds Series 2020B Project Fund (hereinafter sometimes referred to as the “Project Fund”). The proceeds of the sale of the Bonds as received any premium paid by the purchaser of the Bonds shall be deposited in the Project Fund and used for the payment of the costs (including acquisition, engineering, architectural, legal and financing expenses) in connection with the purposes set forth herein which may include planning, designing, acquisition, construction and financing of the Project, and to pay the costs of issuance of the Bonds, the Drain Code and the provisions of Section 15(f) hereof. If applicable, (a) pending utilization of said funds for said purposes, such funds shall be invested, reinvested and deposited as permitted by Michigan law, which investments and deposits shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the respective dates, as estimated by the Issuer when such moneys will be required to pay the costs of issuance of the Bonds and the costs of the Project; (b) said investments and deposits shall be selected by the Treasurer of the Issuer; (c) after satisfaction of any obligations to rebate earnings to the United States, interest realized from such investments or deposits shall be considered as additional moneys for construction; and (d) surplus construction moneys, if any, remaining after paying the costs of issuance of the Bonds and the costs of the Project shall be used in accordance with the provisions of the Drain Code.

13. FORM OF BONDS. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN**

**COUNTY OF OAKLAND AND COUNTY OF MACOMB
OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
BOND (LIMITED TAX GENERAL OBLIGATION) SERIES 2020B (2023 ISSUE)**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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Registered Owner:

Principal Amount:

The Oakland-Macomb Interceptor Drain Drainage District, County of Oakland and County of Macomb, State of Michigan (the "Drainage District"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at _____, as bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolutions (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on _____, _____, by check or draft drawn upon, and mailed by, the bond registrar and paying agent by first-class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from _____, _____, or such later date through which interest has been paid until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the _____ day of _____ and _____ in each year, commencing on _____, _____. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by said Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act 40, Public Acts of 1956, as amended) and resolutions adopted by the Drainage District (the "Resolutions") for the purpose hereof. The bonds are to be issued pursuant to Chapter 21 of Act No. 40, Public Acts of Michigan, 1956 ("Act 40") and provisions of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in anticipation of, and are primarily payable from the collection of the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments assessed against the public corporations (the "Public Corporations") pursuant to Act 40, which said assessments are the general obligations of said Public Corporations. The full faith and credit of the Drainage District has been pledged for the payment of the principal of and interest on the Bonds of this series as the same shall become due. The Drainage District does not have the power to levy ad valorem property taxes.

As secondary security and pursuant to the authorization provided in Section 526 of Act 40, as amended, Oakland County and Macomb County, by resolutions of their respective Boards of

Commissioners, have pledged or will pledge the full faith and credit of Oakland County and Macomb County for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided in said resolutions and the Drain Code, in the event any Public Corporations in Oakland County shall fail or neglect to account to the Oakland County Treasurer, and any Public Corporations in Macomb County shall fail or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions. The full faith and credit pledges of Oakland County and Macomb County are limited tax general obligations and are not subject to constitutional tax rate limitations.

This bond is transferable, as provided in the Resolutions, only upon the books of the Drainage District kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his or her attorney duly authorized in writing. Upon the exchange or transfer of this bond, a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolutions, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

The Bonds shall be subject to redemption as follows: _____

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the Drainage District, and the County of Oakland and County of Macomb, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Oakland-Macomb Interceptor Drain Drainage District, Counties of Oakland and Macomb, State of Michigan, by the Drainage Board, has caused this bond to be executed in its name by facsimile signatures of the Chairperson and Secretary of the Drainage Board and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

OAKLAND-MACOMB INTERCEPTOR
DRAIN DRAINAGE DISTRICT

By: _____
Chairperson, Drainage Board

And: _____
Secretary, Drainage Board

CERTIFICATE OF AUTHENTICATION

This bond is one of a series of bonds described within the mentioned Order.

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address, and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute _____ and appoint _____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

The signature must be guaranteed by a commercial bank, a trust company or a brokerage firm which is a member of a major stock exchange.

[END OF BOND FORM]

14. CONTRACT WITH BONDHOLDERS. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds may not be amended. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such holder under the law.

15. COVENANTS OF THE DRAINAGE DISTRICT TO BONDHOLDERS. The Issuer covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain unpaid as to either principal or interest:

- a. The Issuer will punctually perform all of its obligations and duties under this Resolution and will collect, aggregate and apply the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments and other moneys paid by the Public Corporations, in the manner required under this Resolution and the Drain Code.
- b. The Issuer will promptly and punctually perform all of its legal obligations and duties relative to the prompt payment of the principal of and interest on the Bonds by virtue of the pledge of its full faith and credit for the payment thereof under the terms of this Resolution.
- c. The Issuer will apply and use the proceeds of sale of the Bonds in the manner required by the provisions of this Resolution and the Drain Code.
- d. The Issuer will maintain and keep proper books of record and account relative to the application of funds for the performance of the Project and the Oakland-Macomb Interceptor Drain Series 2020B Special Assessments and other moneys received from the Public Corporations. Not later than three (3) months after the end of each year, the Issuer shall cause to be prepared a statement, in reasonable detail, sworn to by its Secretary, showing the application of the proceeds of sale of the Bonds, the cash receipts of Oakland-Macomb Interceptor Drain Series 2020B Special Assessments from the Public Corporations during such year and the application thereof, and such other information as may be necessary to enable any taxpayer or any registered owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the performance of the Project and application of funds therefor, or for the payment of the Bonds during such year. A certified copy of said statement shall be filed with the Secretary of the Drainage Board.
- e. To the extent permitted by law, the Issuer shall take or abstain from taking all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, but not limited to, actions and abstentions from actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and money deemed to be Bond proceeds.
- f. If for any reason the original Oakland-Macomb Interceptor Drain Series 2020B Special Assessments shall not be sufficient to pay the principal of and interest on the Bonds when due, the Drainage Board shall make such additional assessments

therefor as may be necessary, apportioned as in the first instance, as authorized by the provisions of Chapter 21 of the Drain Code.

16. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the Bonds or any portion of the Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such Bonds and the owners of the Bonds shall have no further right under this Bond Resolution except to receive payment of the principal of, premium if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

17. PAYMENT OF ISSUANCE EXPENSES. Part of the proceeds of the Bonds shall be used to pay the issuance expenses of the Bonds.

18. INVESTMENTS. Moneys in the Project Fund or the Debt Retirement Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Chairperson which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Bonds. Obligations purchased as an investment of moneys in the Project Fund or Debt Retirement Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

19. DEPOSITORIES. All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Bonds are payable. The Secretary of the Drainage District shall select the depository or depositories to be used from those banks authorized in this Section.

20. ARBITRAGE AND TAX COVENANTS. Notwithstanding any other provision of this Resolution, the Drainage District covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the Drainage District or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

21. NOT QUALIFIED TAX-EXEMPT OBLIGATIONS. The Bonds are not designated as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code unless, at the time of the publication of the Official Notice of Sale (for a competitive sale) or set forth in the request for proposal (for a negotiated sale) as authorized herein, the Bonds are determined to be eligible for such designation in which case the Notice of Sale or Request for Proposal shall reflect such change.

22. DEFEASANCE OR REDEMPTION OF BONDS. If at any time,

- (a) the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the Drainage District shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the Drainage District and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the

redemption setting forth the date or dates, if any, designated for the redemption of the Bonds, a description of the moneys or Government Obligations so held by it and that the Drainage District has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the Drainage District, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, the United States of America.

23. APPROVAL OF THE DEPARTMENT OF TREASURY. The issuance and sale of the Bonds may be subject to permission being granted therefor by the Department of Treasury of the State of Michigan and the Chairperson may make application, if necessary, to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this resolution.

24. SALE, AWARD, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Chairperson or Secretary of the Drainage Board shall determine the principal amount of the Bonds to be sold and shall determine the other bond details as described in paragraphs 2 and 4 hereof. The Chairperson or Secretary is authorized to award the Bonds as provided herein and to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this resolution.

25. REPLACEMENT OF BONDS. Upon receipt by the Chairperson or Secretary of the Drainage Board of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Chairperson or the Secretary, the Chairperson or the Secretary may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Chairperson or a Secretary may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent for each new bond delivered or paid without presentation as provided above shall require the payment of expenses, including counsel fees, that may be incurred by the bond registrar and paying agent and the Drainage District in the premises. Any bond delivered pursuant to the provisions of this Section 15 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

26. TAX COVENANT. The Drainage District covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson or Secretary is authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

27. OFFICIAL STATEMENT. If necessary, the Drainage District shall cause the preparation of an official statement for the Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities and Exchange Act of 1934, as amended (the “Rule”) and shall do all other things necessary to enable compliance with the Rule. After the award of the Bonds, the Drainage District will provide copies of a “final official statement” (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

28. CONTINUING DISCLOSURE. The Chairperson or Secretary is hereby authorized to execute and deliver in the name and on behalf of the Drainage District (i) a certificate of the Drainage District to comply with the requirements for a continuing disclosure undertaking of the Drainage District pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The Drainage District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the Drainage District to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

29. FILING WITH MUNICIPAL FINANCE DIVISION. If necessary, the Chairperson or Secretary is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

30. COMPETITIVE SALE OR NEGOTIATED SALE. Depending on the circumstances in the future the Drainage District wants to have the flexibility to sell the Bonds at either a Competitive or Negotiated sale as shall be determined by either the Chairperson or the Secretary.

(a) COMPETITIVE SALE: If a Competitive Sale is chosen the Drainage District hereby authorizes its Bond Counsel to publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Notice of Sale shall be in substantially the form approved by the Chairperson or the Secretary after conferring with Bond Counsel. The

Bond Counsel and Financial Consultant are hereby designated to act for and on behalf of the Drainage District to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

(b) NEGOTIATED SALE: If a Negotiated sale is chosen, the Bonds may be sold pursuant to a negotiated sale as hereinafter provided if it is determined that such negotiated sale is in the best interests of the Drainage District and is calculated to provide the maximum flexibility and cost savings in pricing the Bonds. The Chairperson or Secretary of the Drainage Board is designated as an "Authorized Officer" and is hereby authorized to negotiate and enter into a bond purchase agreement with a Bank or an underwriter and any co-managing underwriters to be selected by the Authorized Officer after a placement agent has solicited proposals from Banks and other Underwriters at or prior to the time of the sale of the Bonds (together, the "Underwriters"), which bond purchase agreement shall set forth the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Underwriters and compensation to be paid to the Underwriters, as well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the Bonds. The Authorized Officer of the Drainage Board is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of the Bonds in accordance with the provisions of this resolution. To save time and cost the Drainage District may apply for a municipal bond rating exemption waiver from the Michigan Department of Treasury. In making the determinations in the bond purchase agreement with respect to principal maturities and dates, interest rates, purchase price of the Bonds and compensation to be paid to the Underwriters, the Authorized Officer shall be limited as follows:

- (a) The interest rate on any bond shall not exceed 6.00% per annum.
- (b) The Underwriters' discount with respect to the Bonds or the compensation to be paid to the Underwriters shall not exceed 1.00% of the principal amount of the Bonds.

31. RETENTION OF BOND COUNSEL. The firm of Clark Hill, PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the Drainage District in connection with the issuance, sale and delivery of the Bonds.

32. RETENTION OF FINANCIAL CONSULTANTS. MFCI, LLC, Milford, Michigan, is hereby retained to act as financial consultant and advisor to the Drainage District in connection with the sale and delivery of the Bonds.

33. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

34. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the Drainage District as soon as practicable after adoption.

A roll-call vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The resolution was declared adopted.

CERTIFICATION OF PROCEEDINGS

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District held in Waterford, Township, Michigan on April 19, 2023; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as the same may be or has been expanded, extended, supplemented or replaced from time to time and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

DATED: April 19, 2023

Jim Nash, Secretary of the Drainage Board

EXHIBIT A


Oakland-Macomb Interceptor Drain Drainage District Bonds, Series 2020B (2023 Issue)
Project Costs

**OMID NI-EA Contract No.2 PCI-18 and PCI-19 Rehabilitation
Oakland-Macomb Interceptor Drain Drainage District
Revised 4/7/2023**

	<u>Total Cost</u>
1) Construction (FAC)	
Project Construction Cost- Z-Contractors	\$ 11,110,200
Sub-Total	<u>\$ 11,110,000</u>
2) Project Development: Engineering Consulting (ENG CON)	
NTH Consultants Investigation & Design	
PMA Scheduling (Est)	\$ 275,000
Safety Officer-Meadowbrook (1 year after NESPS)	\$ 250,000
NTH Consultants CCA (Assume 10% Construction Costs)	\$ 1,111,020
Sub-Total	<u>\$ 1,636,000</u>
3) Project Financing & Legal (LEGAL)	
Project Insurance (Est)	\$ 500,000
Bond Issuance (Legal)	\$ 44,000
Bond Issuance (Financial Consultant)	\$ 35,000
Underwriter Fee (1% of bonds)	\$ 155,000
Bond Ratings	\$ 25,000
Legal Fees	\$ 20,000
Sub-Total	<u>\$ 779,000</u>
3) Right-of-Way Services (ROW)	
Legal & Easement Fees	\$ -
Permits	\$ 24,000
County Personnel Time	\$ 18,285
Sub-Total	<u>\$ 42,000</u>
4) Exclusive County Services:	
Administration (ADM)	\$ 29,393
Public Works (Macomb)	\$ 67,486
Engineering-OCWRC (ENG)	\$ 235,465
Construction Inspection (INS)	\$ 249,623
Surveying (SUR)	\$ 17,415
Startup and Training/Corrections-MCPW/OCWRC (STD)	\$ -
O&M/Equipment-MCPW (STD)	\$ 7,898
O&M/Equipment-OCWRC (STD)	\$ 7,898
Sub-Total	<u>\$ 615,000</u>
5) Subtotal:	\$ 14,182,000
6) Contingency (10%)	\$ 1,418,000
Final Project Cost	<u>\$ 15,600,000</u>

7) CVT Shares/Allocation: Bonded

I hereby certify the period of usefulness of these facilities to be twenty-five (25) years and upwards.

By: 

**Joel Brown, P.E.
Chief Engineer**

Oakland-Macomb Interceptor Drain Drainage District (OMIDDD) Project – Contract 2A 2020B Drain Bonds (2023 Issue)

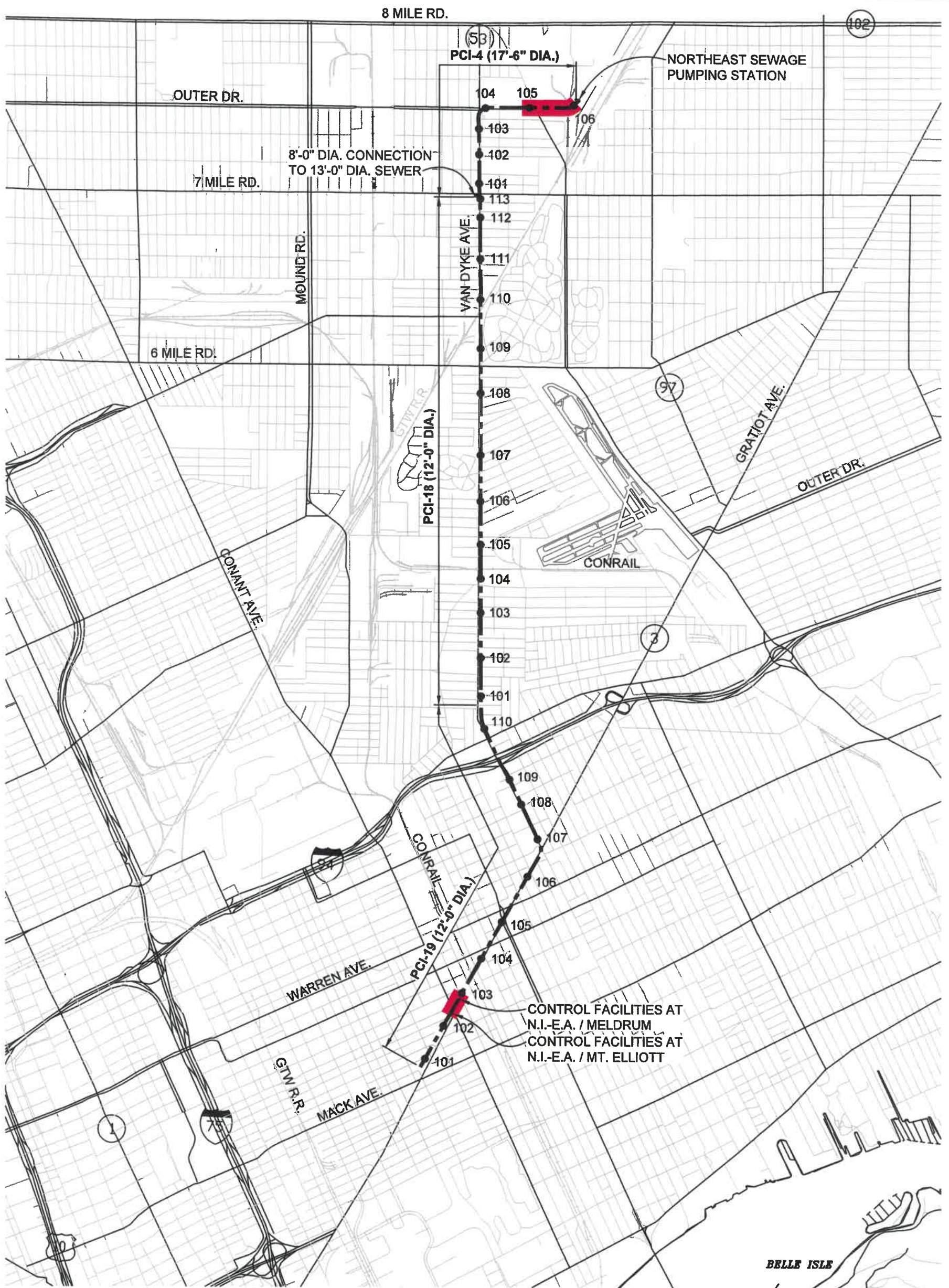
North Interceptor-East Arm (NIEA) & North East Pump Sanitary Sewer Pump Station (NESPS) – Great Lakes Water Authority Repairs (GLWA)

The NIEA and NESPS were constructed in the early 1970s and based on recent inspections, are undergoing significant deterioration in certain sections as well as major equipment failures of the NESPS that are the responsibility of the Oakland Macomb Interceptor Drain Drainage District (OMIDDD). These systems convey the sanitary sewer flow of approximately 800,000 people in Oakland and Macomb Counties.

North Interceptor East Arm

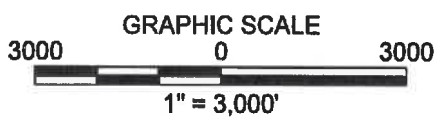
The proposed project includes design and rehabilitation of approximately 1600 lineal feet of lining of the existing 17.5-foot diameter PCI-4 interceptor, lining of approximately 800 lineal feet of the existing 12-foot diameter PCI-19 interceptor.

The project also consists of construction earth retention systems, shafts, gates, manholes, new piping, electrical, control and communication systems. It also consists of related modifications to gain access to the interceptor in the NIEA and GLWA systems as well as upstream OMIDDD flow control system operations and modifications to facilitate the downstream work. Contracted work also includes various spot repairs and other ancillary work in the NIEA including the transition point of the and OMIDDD and GLWA systems. Related surface repairs of existing infrastructure to access the underground interceptor will also be needed along with various agreements with other government and private corporations for permitting, access and managing the flow in order to commence the work.



REPAIR ITEMS

 LINER REPAIR




 NTH Consultants, Ltd. Infrastructure Engineering and Environmental Services	LINER REPAIR PLAN PCI-4, PCI-18, & PCI-19	SHTTYPE 1
	NORTH INTERCEPTOR - EAST ARM DETROIT, MICHIGAN	

EXHIBIT B

Oakland-Macomb Interceptor Drain – Public Corporations

The Bonds are to be issued in anticipation of the collection of Oakland-Macomb Interceptor Drain Series 2020B Special Assessments, under the provisions of Chapter 21 of Act 40, Public Acts of Michigan, 1956, as amended (the “Drain Code” or “Act 40”), against the following Public Corporations: City of Auburn Hills, Independence Township (which includes the Village of Clarkston), the City of Lake Angelus, the City of Rochester, the City of Rochester Hills, Oakland Township, Orion Township, Oxford Township, the Village of Lake Orion, the Village of Oxford, Waterford Township, and West Bloomfield Township, in Oakland County, Michigan; and Chesterfield Township, the City of Fraser, the City of Sterling Heights, the City of Utica, Clinton Township, Harrison Township, Lenox Township, Macomb Township, Washington Township, Shelby Township, and the Village of New Haven, in Macomb County, Michigan, under the applicable provisions of the Drain Code with respect to the Project, on the applicable Special Assessment Roll No. 1 for the Drainage District, for the purpose of paying the costs of performing certain drainage projects and the costs of issuance of the Bonds. The assessments are a general obligation of the Public Corporations, and are payable from the respective Public Corporations’ general funds or from ad valorem taxes which may be levied on all taxable property in the Public Corporation, subject to constitutional, statutory and charter limitations.

EXHIBIT C

[FORM OF OFFICIAL NOTICE OF SALE]

OFFICIAL NOTICE OF SALE

\$ _____

**OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
BONDS (LIMITED TAX GENERAL OBLIGATION) SERIES 2020B
(2023 Issue)
State of Michigan**

SEALED OR ELECTRONIC BIDS: Sealed written bids for the purchase of the bonds described herein (the “Bonds”) will be received by the undersigned for and on behalf of the Oakland-Macomb Interceptor Drain Drainage District (the “Drainage District” or “Issuer”) at the Drainage District Drain Board at _____, on _____, ____ until __:___.m., Eastern _____ Time, at which time and place said bids will be publicly opened and read.

In the alternative, sealed written bids will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, 26211 Central Park Blvd, Suite 508, Southfield, Michigan 48073, where they will be publicly opened simultaneously. Bids received at Southfield, Michigan, will be read first, followed by those bids received at the alternate location. Bidders may choose either location to present bids and good faith checks, but not both locations. Any bidder may submit a bid in person to either proposing location. However, no bidder is authorized to submit a FAX bid to _____.

Also in the alternative, electronic bids will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2nd Floor, New York, New York, 10018, (212) 849-5021.

If any provision of this Notice of Sale shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Official Notice of Sale shall control.

The Bonds will be awarded or all bids will be rejected by the _____ at a proceeding to be held within twenty-four hours of the sale.

BOND DETAILS: The Bonds will be dated _____ 1, ____ and will be known as “Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation) Series 2020B (2023 Issue)”. The Bonds will be fully registered Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date payable January 1, 2024 and semi-annually thereafter until maturity. The Bonds will mature on the 1st day of July in each year as follows:

YEAR AMOUNT YEAR AMOUNT

PRIOR REDEMPTION: Bonds shall be subject to redemption as follows: _____

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No bid for the purchase of less than all of the Bonds, at a price less than ___% or more than ___% of their par value or at an interest rate or rates that will result in a net interest cost exceeding ___%, will be considered.

TERM BOND OPTION: Bonds maturing in the years ____-____, inclusive, are eligible for designation by the original purchaser at the time of sale as serial Bonds or term Bonds, or both. There may be more than one Term Bond maturity. However, principal maturities designated as Term Bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on _____ 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of Term Bonds and Serial bonds must carry the same interest rate. Any such designation must be made at the time the bids are submitted.

BOOK-ENTRY-ONLY: The Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Bidders will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD: _____, _____, Michigan has been selected as paying agent and bond registrar (the “Bond Registrar”) for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the Drainage District kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the Preliminary Official Statement for the Bonds. The Issuer may from time to time as required designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The Bonds are being issued pursuant to Act No. 40, Public Acts of Michigan, 1956, as amended (“Act 40”) for the following purposes: [To be inserted by Bond Counsel]

The Drainage District's Bonds are being issued in anticipation of the collection of an equal amount of special assessments against the Public Corporations on the Bonds Special Assessment Roll for the Oakland-Macomb Interceptor Drain adopted by the Drainage Board. The full faith and credit of the Drainage District is pledged hereby for the prompt payment of the principal of and interest on the Bonds as the same shall become due. The limited tax full faith and credit of the County of Oakland has been pledged for the prompt payment of the principal of and interest on the Bonds pursuant to a resolution to that effect approved by two-thirds of the members-elect of the Board of Commissioners of the County of Oakland. The limited tax full faith and credit of the County of Macomb has been pledged for the prompt payment of the principal of and interest on the Bonds pursuant to a resolution to that effect approved by two-thirds of the members-elect of the Board of Commissioners of the County of Macomb.

ADJUSTMENT IN PRINCIPAL AMOUNT: The aggregate principal amount of this issue has been determined as the amount necessary to construct the project and pay a portion or all of the costs of issuance of the Bonds, assuming certain conditions and events exist on the date of sale. The Drainage District reserves the right to increase or decrease the total par amount of the Bonds by any amount prior to the sale or following the opening of bids. The increase or decrease may be made in any one or more maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. In the case of a bid with a premium, the aggregate amount of the Bonds will generally be reduced by at least the amount of the premium offered. The successful bidder may not withdraw the bid as a result of any changes made within these limits.

ADJUSTMENT IN DISCOUNT/PREMIUM: In the event the principal amount of this issue is increased or decreased, the premium or discount bid, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally bid.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any additional rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE DRAINAGE DISTRICT.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$_____) of the face amount of the Bonds, and payable to the order of the Drainage District will be required of the successful bidder as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. If a check is used, it must accompany each bid. If a wire transfer is used, the successful bidder is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by MFCI LLC. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful bidder will be promptly returned to such bidder's representative or by registered mail.

The good faith check of the successful bidder will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

AWARD OF THE BONDS – TRUE INTEREST COST: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on _____ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to _____ in an amount equal to the price bid, excluding accrued interest. _____ is the anticipated date of delivery of the Bonds.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Clark Hill PLC, attorneys of Detroit, Michigan (the “Bond Counsel”) a copy of which opinion will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials. **THE ISSUER RESERVES THE RIGHT TO REJECT ANY BID CONDITIONED ON ANY OTHER LEGAL REVIEW OR ANY OTHER CONDITION OF THE TRANSACTION IF IT IS MADE A CONDITION OF THE BID.**

TAX MATTERS: [To be inserted by Bond Counsel]

“NOT QUALIFIED TAX EXEMPT OBLIGATIONS”: The Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

“CERTIFICATE REGARDING ISSUE PRICE”: The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initially offering price of the Bonds to the public.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The Issuer shall treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. Any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the Bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the Bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of

another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the Bonds are awarded by the Issuer to the winning bidder.

DELIVERY OF BONDS: The Drainage District will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its bid by serving notice of cancellation, in writing, on the undersigned in which event the Drainage District shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Notwithstanding the foregoing, the successful Bidder will be required to pay for and accept delivery of the Bonds on _____, 2023.

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE: In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the County of Oakland and the County of Macomb will covenant to undertake (pursuant to a resolution adopted or to be adopted by its governing body), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the Drainage District, a form of which is included in the Preliminary Official Statement and in the Final Official Statement.

OFFICIAL STATEMENT:

Hard Copy

A copy of the Preliminary Official Statement (the “Preliminary Official Statement”) may be obtained by contacting MFCI LLC, at the address listed below. The Preliminary Official Statement is in a form deemed final as of its date by the Drainage District for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a Final Official Statement (the “Final Official Statement”). The successful bidder shall supply to the Drainage District, within twenty-four (24) hours after the award of the Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

Internet

In addition, the Drainage District has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds via the Internet. The Preliminary Official Statement can be viewed and downloaded at www.i-dealprospectus.com or at www.tm3.com.

The Drainage District will provide on a timely basis sufficient copies of the Final Official Statement to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Additional copies will be supplied upon the bidder's agreement to pay the cost incurred by the Drainage District for those additional copies.

The Drainage District shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the Drainage District and the Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Bonds. All expenses for printing CUSIP numbers on the Bonds shall be paid for by the Drainage District, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

ADDITIONAL INFORMATION: Further information may be obtained from the undersigned at the following address MFCI, LLC, 435 Union St., Milford, Michigan, 48381 or from Steven Burke, CFA, telephone (313) 782-3011, email: os@mfc.com.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES: Envelopes containing the bids should be plainly marked "bid for Oakland-Macomb Interceptor Drain Drainage Bonds, Series 2020B (2023 Issue)."

Agenda Item No. 6

OMIDDD/GLWA Cost-Share Agreement

TO: Michael Gregg, Chairperson
Drainage Board, Oakland-Macomb Interceptor Drain Drainage District

FROM: Joseph W. Colaianne
Douglas R. Kelly

DATE: April 7, 2023

SUBJECT: **Resolution Approving OMIDDD-GLWA Cost-Share Agreement – Contract 2A and Contract 2B**

Background: Over the last year, the OMIDDD Project Team has been negotiating with the GLWA regarding potential cost sharing for the rehabilitation of the PCI-18 and PCI-19 portions of the North Interceptor East Arm sewer (NI-EA) (OMIDD Contracts 2A and 2B). Previously, we received commitment from GLWA's administration to a cost sharing arrangement for the new flow control structures that will facilitate this work (Contract 2A) but not to the sewer lining work (in connection with Contract 2B) within the portion of the NI-EA located downstream of the Meldrum Sewer (this portion of the NI-EA is operated and maintained by GLWA and it is about 600 linear feet). Following the bids received in connection with Contracts 2A and 2B – GLWA has (tentatively) agreed to participate have OMIDDD undertake sewer lining in GLWA-owned portion of the NI-EA, and share in the cost. At this time, we understand that GLWA has (tentatively) committed to paying an amount not to exceed \$5,000,000 for its share of the total project costs for Contracts 2A and 2B.

The attached agreement will need to proceed to GLWA's legal counsel for final review before presenting same to the GLWA Board for approval. It is anticipated that there may a few changes. However, the OMIDDD Project Team requested that the matter come before the Drainage Board for discussion, and if desired, approval of the agreement in substantial form and substance as presented.

Recommended Action: Approve the proposed Cost Share Agreement in substantial form and substance, as presented by counsel, and authorize the Chairperson to execute the same on behalf of the Drainage District.

Agenda Item No. 7

MFCI Engagement Letter



March 17, 2023

VIA EMAIL

Steve Korth, P.E. / Sid Lockhart
Manager
Oakland County Water Resources Commissioner
One Public Works Drive, 95W
Waterford, MI 48328

Brian Baker
Chief Deputy
Macomb County Public Works
21777 Dunham Rd
Clinton Twp, MI 48036

Re: Oakland-Macomb Interceptor Drain Drainage District Bonds, Series 2023

Dear Mr. Korth, Mr. Lockhart and Mr. Baker:

This letter serves to record the terms of MFCI, LLC's ("MFCI") engagement to represent the Oakland-Macomb Interceptor Drain Drainage District ("OMID") as a client with regard to the captioned matters.

MFCI is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) (www.sec.gov) and the Municipal Securities Rulemaking Board (MSRB) (www.msrb.org).

MFCI agrees that the scope of our services in connection with the captioned matters is as follows:

- Assist, as needed, with capital planning or the project;
- Prepare the Bond specifications with Bond Counsel;
- Assist OMID with the determination of a sale method(s) and, if needed, assist in the hiring of an underwriter at OMID's direction;
- Develop the financing schedule;
- Assist in drafting and/or reviewing the financial and structural aspects of the Official Statement, as requested;
- Prepare general and economic data document and debt statements;
- Prepare for and coordinate the bond rating, as needed;
- Assist the working group in preparing sale documents;
- Prepare, coordinate, advertise, and analyze sale of Bonds;
- Prepare post-sale documentation and summaries; and
- Assist the working group with closing activities.

The services provided by MFCI are limited to the services described above unless otherwise agreed to in writing by MFCI.

Fees:

MFCI's fees on these matters are based on a fee schedule attached hereto as Appendix C. MFCI will invoice on a transactional basis through closing. If closing does not occur, MFCI will not invoice for any fees. MFCI will invoice the Authority upon closing of each issue. Steven Burke will be the principal financial consultant contact on these matters.

Disclosure of Conflicts of Interest and Other Information:

As a registered municipal advisor MFCI is required to disclose potential conflicts of interest and other information regarding MFCI's registration, including where to locate MFCI's registration information on the SEC's EDGAR system. MFCI's required disclosures are included as Appendix B to this letter, incorporated herein by reference. Any additional disclosures made by MFCI to update the disclosures contained in Appendix B are also incorporated by reference to this letter.

This letter is supplemented by MFCI's Standard Terms of Engagement for Financial Consulting Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which the Authority engages MFCI. MFCI agrees to promptly amend or supplement this letter to reflect any material changes or additions to the engagement. If the Authority agrees that this letter provides acceptable terms for MFCI's engagement in this matter, please acknowledge via an email reply.

We look forward to working with you.

Sincerely,

MFCI, LLC



Steven Burke
President

CC:

Warren C. Creamer, MFCI
Stacey Mills, MFCI
Karen J. Attardo, MFCI

Appendix A

MFCI, LLC (MUNICIPAL FINANCIAL CONSULTANTS) STANDARD TERMS OF ENGAGEMENT FOR FINANCIAL CONSULTING SERVICES

This statement provides the standard terms of MFCI, LLC's ("MFCI" or "the firm") engagement as your financial consultants. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the financial consulting representation, so long as those purposes are legal and do not violate the firm's obligations under applicable federal securities rules and regulations; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of financial services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) cooperate with MFCI and the finance team to provide accurate and necessary information, records and data about the client and access to client personnel necessary to structure the debt, complete the disclosure documents and prepare the transaction documentation; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for financial consulting services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction in a manner that would violate our regulatory obligation to deal fairly with all persons or; (B) demand any assistance which violates the federal or state laws.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of the Client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK/TERM

You should have a clear understanding of the financial consulting services we will provide, as described in the preceding letter. Any questions that you have should be dealt with promptly.

We will, at all times, act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligations to pay our fees as provided in this letter is not contingent upon a result or results in the matter.

Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us in writing.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Unless otherwise provided in our engagement letter, we will provide you with an invoice upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. Moreover, you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Appendix B

CONFLICTS OF INTEREST AND OTHER DISCLOSURES

Conflicts Due to the Form and Basis of Our Compensation

MFCI's future fee compensation is contingent upon a successful closing of the issue and the par (dollar) amount of the issue. This could potentially cause a conflict of interest for MFCI. For example, fees based on the principal amount of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Similarly, fees that are only paid on the successful completion of a financing presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. MFCI manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its clients that requires it to put the interests of a client above and ahead of MFCI's interests.

Most Recent SEC Filings:

The SEC Form MA and MI-I provide clients with information about our firm, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. This can be accessed at:

<https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001732526&owner=exclude&count=40>

MSRB Rule G-10 Disclosure

MFCI, LLC (Municipal Financial Consultants) is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

Clients can access the MSRB or SEC via the internet at:

<http://www.msrb.org>

<http://www.sec.gov>

The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with MSRB rules when engaging in municipal advisory activities. Read about rule protections when working with a municipal advisory in the MSRB's brochure for municipal advisory clients.

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission
Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

Appendix C
Schedule of Financial Advisory Fees
for
Oakland-Macomb Interceptor Drain Drainage District

<u>TOTAL BORROWING AMOUNT</u>	<u>FEE¹</u>
Less than \$1,000,000	\$3,500 (for any issue of \$300,000 or less) <u>plus</u> \$4.00 per \$1,000 for the amount in excess of \$300,000
\$1,000,000 or more but less than \$2,000,000	\$6,200 <u>plus</u> \$3.00 per \$1,000 for the amount in excess of \$1,000,000
\$2,000,000 or more but less than \$3,000,000	\$9,200 <u>plus</u> \$2.00 per \$1,000 for the amount in excess of \$2,000,000
\$3,000,000 or more but less than \$5,000,000	\$11,200 <u>plus</u> \$1.50 per \$1,000 for the amount in excess of \$3,000,000
\$5,000,000 or more but less than \$10,000,000	\$14,200 <u>plus</u> \$1.25 per \$1,000 for the amount in excess of \$5,000,000
\$10,000,000 or more	\$20,450 <u>plus</u> \$0.75 per \$1,000 for the amount in excess of \$10,000,000

¹The total bond production amount (principal amount plus OID/OIP) to be used for the purpose of fee calculation.

Expenses

Out-of-Pocket Expenses

In addition to the applicable fee, expenses incurred, and disbursements made (out-of-pocket expenses) will be billed as separate amounts. These expenses include software subscriptions (\$100 per bond offering), TM3 MMD Pricing and Interest Rate Data (\$350 per bond offering), printing, copying, overnight express, postage, mileage to meetings, and shall not exceed \$2,000.00.

The Municipal Advisory Council of Michigan Fee

The Municipal Advisory Council of Michigan (the “MAC”) assesses MFCI, LLC a \$450.00 fee for every bond issue we act as municipal advisor in the State of Michigan. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports, and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer’s debt statements, overlapping debt and indirect debt, as disclosed in official statements. The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements. The MAC is a Michigan non-profit membership service company. It is not a trade association



nor is it chartered or registered in accordance with State of Michigan legal requirements to lobby on matters of legislation, regulation or policy(s) anticipated to have an impact on functions benefiting Members.

Our clients may opt-out of the MAC fee as the MAC is a voluntary membership. If you choose to opt-out, please reply requesting to opt-out via email. If you do not opt-out, the MAC fee of \$450.00 will be billed separately on MFCI, LLC's invoice and does not apply to the \$2,000.00 out-of-pocket expense limit.

Other Expenses:

MFCI, LLC will pay third party invoices for services rendered directly relating to the captioned issue on behalf of our clients up to \$3,000.00 per invoice. MFCI, LLC will bill these expenses to our clients as part of MFCI, LLC's invoice. Clients will be provided with copies of the invoices when they are made available.

Official Statement

At the request of the client, prepare a preliminary and/or final official statement utilizing information provided by the client and other parties: \$4,500.00. Plus, \$1,500.00 for each local unit (not including Oakland County and Macomb County), which requires a full disclosure appendix in the official statement (local units at or above a 10% assessment of the bond issue).

Note that MFCI, LLC will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the preliminary and/or final official statement (other than information related to MFCI, LLC or provided by MFCI, LLC for inclusion in such documents), and its assistance in preparing the preliminary and/or final official statement should not be construed as a representation that it has independently verified such information.

Feasibility Studies or Other Consulting Services: Feasibility studies or Other Consulting Services will be billed separately on a per hour basis. For a consulting engagement on an hourly basis, our standard rate is \$300 per hour.

Agenda Item No. 8

Young Insurance Law Engagement Letter



Douglas Young
Direct Dial: (313) 983-1235
dyoung@younginsurancelaw.com

Via E-Mail

April 5, 2023

Mr. Michael R. Gregg
Board Chairman
Oakland-Macomb Interceptor Drain Drainage District

c/o Kelsey Cooke, Esq.
Manager and Chief Legal Officer
Oakland County Water Resources Commissioner
One Public Works Drive
Building 95 West
Waterford, MI 48328

RE: Engagement to act as insurance coverage counsel for OMIDD in the below referenced claim:

Named Insured: Oakland-Macomb Interceptor Drain Drainage District ("OMIDD")
Insurer: ACE American Insurance Company ("Chubb")
Policy No: I11175077 001
Date of Loss: 9/1/2022
Claim No: KY22K2837659

Dear Mr. Gregg:

This letter is to address the potential retention of my firm YOUNG INSURANCE LAW ("YIL") to represent OMIDD with regard to the above-referenced insurance claim in which OMIDD suffered a loss as a result of electrical damage to a pump, transformer and their controlling equipment. This damage has caused delays to the project as well as increased remediation costs. A claim has been filed with Chubb under a Construction (Builders) Risk insurance policy issued to OMIDD.

I have prepared this proposal to offer our legal services to assist OMIDD in the presentation, negotiation and/or litigation of this claim. YIL represents only policyholders in a wide variety of disputes with their insurance carriers. Our firm has broad experience in representing policyholders with claims under many different forms of property and casualty insurance policies.



Mr. Michael R. Gregg
April 5, 2023
Page 2

SERVICES

YIL proposes to:

- (1) Assist OMIDD in the analysis, preparation and negotiation of the above-referenced claim. As part of this engagement, YIL will gather, organize and analyze information and documentation that bears directly on the determination of the loss, the insurance coverages afforded under the Chubb policy of insurance and potentially applicable exclusions or limitations to insurance coverage;
- (2) If requested, prepare a detailed coverage analysis and opinion which analyzes the Chubb insurance policy and applicable legal authority for similar types of claims and policy defenses asserted by other insurers;
- (3) Act as the central point of contact with Chubb involving this claim. This will include limiting Chubb from directly contacting OMIDD employees, representatives and additional insureds in the claim process to avoid mixed messaging. Additionally, and, only if necessary, we would retain expert witnesses to provide attorney-client privilege protections to their future work product and communications; and
- (4) Finally, and only in the event that a satisfactory negotiated claim settlement cannot be achieved, file suit against Chubb at OMIDD's direction.

FEES

My fees will be based on the actual amount of time spent on the engagement at an hourly rate of \$375 per hour. YIL will provide a budget for prior approval before beginning any subsequently authorized litigation services. We will also bill OMIDD monthly for all legal services and expenses incurred. Expenses would be included on the firm's monthly bill and would include expenses (typically only incurred in litigation), such as fees for court filings, process servers, court reporters, deposition transcripts and other similar litigation expenses and charges. Additionally, we will bill OMIDD for expenses such as copying charges, travel costs, mileage charges, FedEx charges and other similar expenses and charges.



Mr. Michael R. Gregg
April 5, 2023
Page 3

If you are in agreement with the retention of my firm as outlined above, please sign in the space provided below and return a copy of this letter to me via email. I look forward to working with you and OMIDD and in helping achieve OMIDD's goals in the successful resolution of this claim.

If you have any questions regarding the above, please do not hesitate to contact me.

Thank you for your attention to this matter.

Very truly yours,

Douglas Young

ACCEPTED AND AGREED:

Oakland-Macomb Interceptor Drain Drainage District

By: _____
Its: _____

Dated: April __, 2023

Agenda Item No. 9

**NI-EA Contract No. 2: PCI-18 and PCI-19 Rehabilitation
Project**



Oakland-Macomb Interceptor Drain Drainage District

TO: Michael Gregg, Chairperson
Oakland-Macomb Interceptor Drain Drainage Board

FROM: Joel Brown, P.E. Oakland County Water Resources Commissioner’s Office
Stephen Downing, Macomb County Public Works Commissioner’s Office

SUBJECT: Recommendation for Contract Award to Z Contractors for the NI-EA Contract No. 2: PCI-18 and PCI-19 Rehabilitation Project, Authorize Creation of Financial Construction Project, and Approval of Project Budget

DATE: March 19, 2023

On March 1, 2023 four bids were received for the NI-EA Contract No. 2: PCI-18 and PCI-19 Rehabilitation Project as follows:

	Base Bid*	Alternate Bid*
1. Z Contractors Inc.	\$12,596,800	\$11,110,200
2. L D’Agostini & Sons, Inc	\$12,966,086.50	\$11,464,121.50
3. Ric-Man Construction, Inc.	\$15,335,000	\$14,207,400
4. LGC Global	\$21,550,057.70	\$20,057,389.04

*See attached NTH Award Recommendation Memo for bid price correction details

Please note that the base bid included the entirety of the 800 feet of lining that is recommended to be rehabilitated at Mack Ave. and Gratiot, which includes 600 feet of interceptor within PCI-19 that is maintained by GLWA. The alternate bid excludes GLWA’s 600 feet of rehabilitation. The alternate was requested in the event GLWA elects not to participate in a cost share of the lining. However, at this time, we believe GLWA will elect to participate in the lining and a cost-share agreement is in the process of being finalized.

NTH reviewed the bids for conformance with the contract documents and found Z Contractors to be the lowest responsive, and responsible bid. Accordingly, NTH recommends Z Contractors, Inc to be awarded the contract. We agree with this recommendation, subject to the sale of bonds, appropriate insurance, and execution of contract bonds.

If the Board agrees with recommendation, we would request that the Board further authorize that the Secretary be allowed to sign the appended Agreement and issue the Notice to Proceed.

Now that bids have been received, the attached project cost estimate has been created for the construction phase of this work in the amount of \$15,600,000. We further request that the Board authorize a project to be created for that amount.



RECOMMENDED ACTION: Award the NI-EA Contract No. 2: PCI-18 and PCI-19 Rehabilitation Project, to Z Contractors, Inc. Further permit the OMIDDD Secretary to sign the Agreement and Issue a Notice to Proceed.

RECOMMENDED ACTION: Authorize the OMIDDD Secretary to create a financial project having the appended project budget of \$15,600,000.

NTH Memorandum

NTH Project No.: 61-190078-13

To: Mr. Sid Lockhart, P.E. (OCWRC)
 Mr. Stephen Downing (MCPWC)
 Mr. Joel Brown, P.E. (OCWRC)

From: A. Almadhoun, P.E. and L. Gilbert, P.E. DS  DS 

Date: March 7, 2023

Re: NI-EA OMID Contract No. 2 PCI-18 & PCI-19 Rehabilitation Project Bid Evaluation
 Contract Award Recommendation

The purpose of this memorandum is to provide our bid evaluation and recommendation related to the NI-EA OMID Contract No. 2 PCI-18 and PCI-19 Rehabilitation project. On March 1, 2023, four (4) contractors submitted proposals for the above-mentioned project. The submitted pricing was read aloud at the WRC bid opening location as follows:

Name of Contractor	Base Bid Total (\$)	Alternate Bid Total (\$)
Z Contractors, Inc.	\$12,596,800.00	\$ 11,110,200.00
Ric-Man Construction, Inc.	\$15,285,000.00*	\$14,207,400.00
LGC Global	\$21,573,595.14**	\$20,057,376.91***
L D' Agostini & Sons	\$12,966,086.50	\$11,396,852.00****

* Reflects original bid price submitted on 3/1/2023. Price corrected to \$15,335,000.00 based on Engineer review to correct for arithmetic error(s) in the submitted bid documents.

** Reflects original bid price submitted on 3/1/2023. Price corrected to \$21,550,057.70 based on Engineer review to correct for arithmetic error(s) in the submitted bid documents.

*** Reflects original bid price submitted on 3/1/2023. Price corrected to \$20,057,389.04 based on Engineer review to correct for arithmetic error(s) in the submitted bid documents.

**** Reflects original bid price submitted on 3/1/2023. Price corrected to \$11,464,121.50 based on Engineer review to correct for arithmetic error(s) in the submitted bid documents.

The detailed bid tabulation is attached to this Memorandum.

The proposals were reviewed for conformance with the Contract Documents. In addition, we reviewed the required "Section 00 45 13 - Experience and Qualification Statements" verifying the Contractors familiarity with similar work. A tabulation of our Bid package checklist is included below. The submitted Escrow Bid documents were placed in the possession of the Project Owner.



Table: Submitted Bid Documents (March 01, 2023) - Check List				
Name of Contractor	Z Contractors	Ric-Man	LGC Global	L. D'Agostini
Signed Proposal & Addenda Acknowledgement	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Preliminary Schedule	Yes	Yes	Yes	Yes
Experience & Qualifications	Yes	Yes	Yes	Yes
Certificate of not an "Iran Linked Business"	Yes	Yes	Yes	Yes
OCIP Acknowledgement Form	Yes	Yes	No	Yes
Gate Structure Construction Narrative	Yes	Yes	No	No
Lining Installation Narrative	Yes	Yes	No	Yes
Escrow Bid Documents *****	Yes	Yes	N/A	Yes
Bid Documents Certification *****	Yes	No	N/A	Yes

***** Submitted at a later date

DISCUSSION AND RECOMMENDATION

Based on our review of the proposal documents submitted by all four bidders (attached), we provide the following observations on the "as -read" low bidder – Z Contractors, Inc.:

- Following a review of the "As-Submitted" Bidding Documents from Z Contractors, Inc., specific interest centered on the Line Item for Maintenance of Traffic (MOT) in Bid segment 2-B (Item No. BB-36). The stated value of \$900,000 appeared on the surface as unreasonable for the probable scope of work the entails, and a telephone call was placed to the Contractor to informally inquire as to the basis for the bid value indicated. Mr. Blake Zapczynski, President of Z Contractors and signer of the Bid was contacted and agreeably offered an explanation for the apparent inflated value for MOT. Mr. Zapczynski noted that Bid segment 2B included only one lump sum bid item MOT upon which to include the various indirect cost items of supervision including field and home office overhead, support equipment (generators, pumps, ventilation, safety/ sanitary), support vehicles, and Contractor markup in addition to the actual direct cost of traffic maintenance. Mr. Zapczynski noted further that the alternative would have been to spread these costs over the unit price line items for the interceptor lining or transfer the cost to an unrelated item in Bid Segment 2-A, which would essentially result in an "unbalanced bid". Should the Project Owner elect to move forward with the apparent low bidder, the process of negotiating a "Schedule of Values" may be used to separate the larger lump sum items into more accurately defined items for progress payment purposes.



Memorandum (continued)

- Z Contractors, Inc. submitted financial, material, equipment, expertise, personnel, and resources necessary to meet all contractual requirements.
- Z Contractors, Inc. submitted records of performance and integrity.
- Z Contractors, Inc. provided a work plan and preliminary project schedule that meet the Contract requirements.

As their Bid Proposal is the lowest responsive, and responsible bid, and based on an overall evaluation, we recommend consideration of Z Contractors, Inc. for the Award of this Contract.

cc: File
Attachments

ENGINEER'S OPINION OF PROBABLE COST FOR ALTERNATE BID NO EA CONTRACT 2
 Version dated 12/23/2023
 CONTRACT 2A INCLUDES THE INSTALLATION AND EXCAVATION OF A TERS SYSTEM AND FINAL STRUCTURE WITH FLAG GATE LOCATED OVER THE EXISTING 7
 MILE ADIT. CONTRACT 2B ALSO INCLUDES THE REMOVAL OF AN EXISTING GATE AT PC-663 AND THE INSTALLATION AND AUTOMATION OF A NEW GATE AT PC-663. MISCELLANEOUS
 REPAIRS TO 6 ARES 18 AND PC-618 ARE ALSO INCLUDED IN CONTRACT 2A. COST ESTIMATE IS AS FOLLOWS:

Bid date: 12/23/2023

Item No.	Description	Quantity	Unit	Unit Price	Amount
A. GENERAL CONDITIONS - CONTRACT 2A					
AB-1	Mobilization	1	LS	\$ 498,000.00	\$ 498,000.00
AB-2	Removal of Existing Fence Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
AB-3	Pre and Post Construction Ground Surface Within 10' Work Area	1	LS	\$ 50,000.00	\$ 50,000.00
AB-4	Excavation and Clear Gravel for Access Structures and Interceptor	1	EA	\$ 50,000.00	\$ 50,000.00
AB-5	AB-5a Access Structure and Interceptor Ventilation	1	LS	\$ 100,000.00	\$ 100,000.00
AB-5b	Filter Control Liner	1	EA	\$ 5,000.00	\$ 5,000.00
AB-5c	Filter Control Filter Media Replacement	1	EA	\$ 5,000.00	\$ 5,000.00
AB-6	Utility Protection, Support, and Protection	1	LS	\$ 100,000.00	\$ 100,000.00
AB-7	Allowance for Utility Relocation by Third Party (As Approved by Engineer)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-8	Removal and Disposal of Existing Bridge, Culverts, and Sediments from Areas	1	EA	\$ 25,000.00	\$ 25,000.00
AB-9	Within 7 Miles Adit, PC-18 and PC-19 Interceptor	400	TONS	\$ 1,000.00	\$ 400,000.00
AB-10	Other and unapproved Request for Supplemental Information	1	EA	\$ 25,000.00	\$ 25,000.00
AB-11	Merchandise Signs, Cans, and Cover Replacement: PC-18 and PC-19 (As assumed to be as-built) (One Worker)	1	LS	\$ 100,000.00	\$ 100,000.00
AB-12	Coordination of Work with other CM/DOCS, WAC, MWD, DWD and G&A	1	LS	\$ 175,000.00	\$ 175,000.00
AB-13	Construction	1	LS	\$ 175,000.00	\$ 175,000.00
AB-14	General Engineer Directed Work	1	LS	\$ 100,000.00	\$ 100,000.00
B. SEVEN MILE ADIT GATE STRUCTURE - CONTRACT 2A					
AB-15	Excavation	1	LS	\$ 400,000.00	\$ 400,000.00
AB-16	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-17	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-18	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-19	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
C. EXCAVATION - CONTRACT 2A					
AB-20	Excavation	1	LS	\$ 250,000.00	\$ 250,000.00
AB-21	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-22	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-23	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-24	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
D. INTERCEPTOR REPAIRS: PC-18 AND PC-19 - CONTRACT 2A					
AB-25	Removal of Existing Fence Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
AB-26	Pre and Post Construction Ground Surface Within 10' Work Area	1	LS	\$ 50,000.00	\$ 50,000.00
AB-27	Excavation and Clear Gravel for Access Structures and Interceptor	1	EA	\$ 50,000.00	\$ 50,000.00
AB-28	AB-28a Access Structure and Interceptor Ventilation	1	LS	\$ 100,000.00	\$ 100,000.00
AB-28b	Filter Control Liner	1	EA	\$ 5,000.00	\$ 5,000.00
AB-28c	Filter Control Filter Media Replacement	1	EA	\$ 5,000.00	\$ 5,000.00
AB-29	Utility Protection, Support, and Protection	1	LS	\$ 100,000.00	\$ 100,000.00
AB-30	Allowance for SCADA Integration, Operation, and Related Communication Work	1	LS	\$ 100,000.00	\$ 100,000.00
AB-31	PC-663 Interceptor Surface Coating with Coat Per Space	3000	SF	\$ 50.00	\$ 150,000.00
AB-32	PC-663 Gate Structure Modification, Complete	1	LS	\$ 150,000.00	\$ 150,000.00
Total Contract 2A w/ 20% contingency = \$ 7,992,510.00					

Item No.	Description	Quantity	Unit	Unit Price	Amount
ALTERNATE BID					
2-Connection					
A. General Conditions - Contract 2A					
AB-1	Mobilization	1	LS	\$ 498,000.00	\$ 498,000.00
AB-2	Removal of Existing Fence Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
AB-3	Pre and Post Construction Ground Surface Within 10' Work Area	1	LS	\$ 50,000.00	\$ 50,000.00
AB-4	Excavation and Clear Gravel for Access Structures and Interceptor	1	EA	\$ 50,000.00	\$ 50,000.00
AB-5	AB-5a Access Structure and Interceptor Ventilation	1	LS	\$ 100,000.00	\$ 100,000.00
AB-5b	Filter Control Liner	1	EA	\$ 5,000.00	\$ 5,000.00
AB-5c	Filter Control Filter Media Replacement	1	EA	\$ 5,000.00	\$ 5,000.00
AB-6	Utility Protection, Support, and Protection	1	LS	\$ 100,000.00	\$ 100,000.00
AB-7	Allowance for Utility Relocation by Third Party (As Approved by Engineer)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-8	Removal and Disposal of Existing Bridge, Culverts, and Sediments from Areas	1	EA	\$ 25,000.00	\$ 25,000.00
AB-9	Within 7 Miles Adit, PC-18 and PC-19 Interceptor	400	TONS	\$ 1,000.00	\$ 400,000.00
AB-10	Other and unapproved Request for Supplemental Information	1	EA	\$ 25,000.00	\$ 25,000.00
AB-11	Merchandise Signs, Cans, and Cover Replacement: PC-18 and PC-19 (As assumed to be as-built) (One Worker)	1	LS	\$ 100,000.00	\$ 100,000.00
AB-12	Coordination of Work with other CM/DOCS, WAC, MWD, DWD and G&A	1	LS	\$ 175,000.00	\$ 175,000.00
AB-13	Construction	1	LS	\$ 175,000.00	\$ 175,000.00
AB-14	General Engineer Directed Work	1	LS	\$ 100,000.00	\$ 100,000.00
B. 7 Mile Adit Gate Structure - Contract 2A					
AB-15	Excavation	1	LS	\$ 400,000.00	\$ 400,000.00
AB-16	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-17	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-18	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-19	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
C. EX. PC-663 Gate Str. Mod. - Contract 2A					
AB-20	Excavation	1	LS	\$ 250,000.00	\$ 250,000.00
AB-21	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-22	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-23	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-24	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
D. Interceptor Repair: PC-18/19 - Contract 2A					
AB-25	Removal of Existing Fence Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
AB-26	Pre and Post Construction Ground Surface Within 10' Work Area	1	LS	\$ 50,000.00	\$ 50,000.00
AB-27	Excavation and Clear Gravel for Access Structures and Interceptor	1	EA	\$ 50,000.00	\$ 50,000.00
AB-28	AB-28a Access Structure and Interceptor Ventilation	1	LS	\$ 100,000.00	\$ 100,000.00
AB-28b	Filter Control Liner	1	EA	\$ 5,000.00	\$ 5,000.00
AB-28c	Filter Control Filter Media Replacement	1	EA	\$ 5,000.00	\$ 5,000.00
AB-29	Utility Protection, Support, and Protection	1	LS	\$ 100,000.00	\$ 100,000.00
AB-30	Allowance for SCADA Integration, Operation, and Related Communication Work	1	LS	\$ 100,000.00	\$ 100,000.00
AB-31	PC-663 Interceptor Surface Coating with Coat Per Space	3000	SF	\$ 50.00	\$ 150,000.00
AB-32	PC-663 Gate Structure Modification, Complete	1	LS	\$ 150,000.00	\$ 150,000.00
Total Contract 2A = \$ 8,468,000.00					
Contract 2A Item Contingency = \$ 4,468,000.00					
Note: Bid indicates adjusted amount due to 10 month term in bid bids.					
The equivalent total bid is \$ 12,936,000.00					

Item No.	Description	Quantity	Unit	Unit Price	Amount
ALTERNATE BID					
8.1 Main Construction					
A. General Conditions - Contract 2A					
AB-1	Mobilization	1	LS	\$ 498,000.00	\$ 498,000.00
AB-2	Removal of Existing Fence Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
AB-3	Pre and Post Construction Ground Surface Within 10' Work Area	1	LS	\$ 50,000.00	\$ 50,000.00
AB-4	Excavation and Clear Gravel for Access Structures and Interceptor	1	EA	\$ 50,000.00	\$ 50,000.00
AB-5	AB-5a Access Structure and Interceptor Ventilation	1	LS	\$ 100,000.00	\$ 100,000.00
AB-5b	Filter Control Liner	1	EA	\$ 5,000.00	\$ 5,000.00
AB-5c	Filter Control Filter Media Replacement	1	EA	\$ 5,000.00	\$ 5,000.00
AB-6	Utility Protection, Support, and Protection	1	LS	\$ 100,000.00	\$ 100,000.00
AB-7	Allowance for Utility Relocation by Third Party (As Approved by Engineer)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-8	Removal and Disposal of Existing Bridge, Culverts, and Sediments from Areas	1	EA	\$ 25,000.00	\$ 25,000.00
AB-9	Within 7 Miles Adit, PC-18 and PC-19 Interceptor	400	TONS	\$ 1,000.00	\$ 400,000.00
AB-10	Other and unapproved Request for Supplemental Information	1	EA	\$ 25,000.00	\$ 25,000.00
AB-11	Merchandise Signs, Cans, and Cover Replacement: PC-18 and PC-19 (As assumed to be as-built) (One Worker)	1	LS	\$ 100,000.00	\$ 100,000.00
AB-12	Coordination of Work with other CM/DOCS, WAC, MWD, DWD and G&A	1	LS	\$ 175,000.00	\$ 175,000.00
AB-13	Construction	1	LS	\$ 175,000.00	\$ 175,000.00
AB-14	General Engineer Directed Work	1	LS	\$ 100,000.00	\$ 100,000.00
B. 7 Mile Adit Gate Structure - Contract 2A					
AB-15	Excavation	1	LS	\$ 400,000.00	\$ 400,000.00
AB-16	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-17	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-18	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-19	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
C. EX. PC-663 Gate Str. Mod. - Contract 2A					
AB-20	Excavation	1	LS	\$ 250,000.00	\$ 250,000.00
AB-21	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-22	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-23	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-24	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
D. Interceptor Repair: PC-18/19 - Contract 2A					
AB-25	Removal of Existing Fence Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
AB-26	Pre and Post Construction Ground Surface Within 10' Work Area	1	LS	\$ 50,000.00	\$ 50,000.00
AB-27	Excavation and Clear Gravel for Access Structures and Interceptor	1	EA	\$ 50,000.00	\$ 50,000.00
AB-28	AB-28a Access Structure and Interceptor Ventilation	1	LS	\$ 100,000.00	\$ 100,000.00
AB-28b	Filter Control Liner	1	EA	\$ 5,000.00	\$ 5,000.00
AB-28c	Filter Control Filter Media Replacement	1	EA	\$ 5,000.00	\$ 5,000.00
AB-29	Utility Protection, Support, and Protection	1	LS	\$ 100,000.00	\$ 100,000.00
AB-30	Allowance for SCADA Integration, Operation, and Related Communication Work	1	LS	\$ 100,000.00	\$ 100,000.00
AB-31	PC-663 Interceptor Surface Coating with Coat Per Space	3000	SF	\$ 50.00	\$ 150,000.00
AB-32	PC-663 Gate Structure Modification, Complete	1	LS	\$ 150,000.00	\$ 150,000.00
Total Contract 2A = \$ 12,818,000.00					
Contract 2A Item Contingency = \$ 6,818,000.00					
Note: Bid indicates adjusted amount due to 10 month term in bid bids.					
The equivalent total bid is \$ 19,636,000.00					

Item No.	Description	Quantity	Unit	Unit Price	Amount
ALTERNATE BID					
10.1 Main Construction					
A. General Conditions - Contract 2A					
AB-1	Mobilization	1	LS	\$ 498,000.00	\$ 498,000.00
AB-2	Removal of Existing Fence Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
AB-3	Pre and Post Construction Ground Surface Within 10' Work Area	1	LS	\$ 50,000.00	\$ 50,000.00
AB-4	Excavation and Clear Gravel for Access Structures and Interceptor	1	EA	\$ 50,000.00	\$ 50,000.00
AB-5	AB-5a Access Structure and Interceptor Ventilation	1	LS	\$ 100,000.00	\$ 100,000.00
AB-5b	Filter Control Liner	1	EA	\$ 5,000.00	\$ 5,000.00
AB-5c	Filter Control Filter Media Replacement	1	EA	\$ 5,000.00	\$ 5,000.00
AB-6	Utility Protection, Support, and Protection	1	LS	\$ 100,000.00	\$ 100,000.00
AB-7	Allowance for Utility Relocation by Third Party (As Approved by Engineer)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-8	Removal and Disposal of Existing Bridge, Culverts, and Sediments from Areas	1	EA	\$ 25,000.00	\$ 25,000.00
AB-9	Within 7 Miles Adit, PC-18 and PC-19 Interceptor	400	TONS	\$ 1,000.00	\$ 400,000.00
AB-10	Other and unapproved Request for Supplemental Information	1	EA	\$ 25,000.00	\$ 25,000.00
AB-11	Merchandise Signs, Cans, and Cover Replacement: PC-18 and PC-19 (As assumed to be as-built) (One Worker)	1	LS	\$ 100,000.00	\$ 100,000.00
AB-12	Coordination of Work with other CM/DOCS, WAC, MWD, DWD and G&A	1	LS	\$ 175,000.00	\$ 175,000.00
AB-13	Construction	1	LS	\$ 175,000.00	\$ 175,000.00
AB-14	General Engineer Directed Work	1	LS	\$ 100,000.00	\$ 100,000.00
B. 7 Mile Adit Gate Structure - Contract 2A					
AB-15	Excavation	1	LS	\$ 400,000.00	\$ 400,000.00
AB-16	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-17	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-18	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-19	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
C. EX. PC-663 Gate Str. Mod. - Contract 2A					
AB-20	Excavation	1	LS	\$ 250,000.00	\$ 250,000.00
AB-21	Maintenance of Traffic (MOT)	1	LS	\$ 50,000.00	\$ 50,000.00
AB-22	Temporary Earth Retention System (TERS) Complete	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
AB-23	Flag gate, Fences and Install, Complete	1	LS	\$ 100,000.00	\$ 100,000.00
AB-24	Seven Mile Adit Gate Structure, Complete	1	LS	\$ 800,000.00	\$ 800,000.00
D. Interceptor Repair: PC-18/19 - Contract 2A					
AB-25					

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This **AGREEMENT**, hereinafter referenced as "Agreement" or "Contract", is made and entered into this _____ day of _____, 20____ by and between the **Oakland Macomb Interceptor Drain Drainage District**, by and through its Drainage Board, pursuant Chapter 20 of the Public Act 40 of the Public Acts of 1956, as amended, hereinafter called the "Owner", and _____, a (Michigan Corporation/Limited Liability Company/ Partnership) whose address is _____, Michigan, hereinafter referred to as "Contractor". In this Contract, either the Owner and/or the Contractor may also be referred to individually as a "Party" or jointly as "Parties."

WITNESSETH

WHEREAS, the Owner and the Contractor, for the considerations hereinafter named, agree as follows:

1. THE WORK

- A. Contractor shall perform and complete each and every one of the obligations required by the Contract Documents, including, without limitation, furnishing all labor, materials, goods, services, and equipment necessary to complete the Project in strict accordance with the Contract Documents. The Contractor shall perform all Work shown and called for on the Drawings and described in the Specifications entitled: **NI-EA OMID Contract No. 2 (Contract 2A & Contract 2B) PCI-18 & PCI-19 Rehabilitation**, prepared by NTH Consultants, Ltd. who is the Engineer. Contractor acknowledges that there may be items of Work for which the Contractor is responsible to furnish or perform under the Contract Documents that are not shown or specified in the Contract Documents but are necessary for the proper execution, operation, and completion of the Work and which are reasonably inferable from the Contract Documents and/or which are required to achieve a fully functional Project. Contractor shall provide all such items of Work as part of the Work without delay in its progress and without any increase in the Contract Times or Contract Price. The Contract Documents are defined in the General Conditions. Terms used in this Agreement shall have the same meaning as those terms defined and used in the General Conditions, which are attached hereto and incorporated herein by reference as if fully restated herein. The priority of Contract Documents is set forth in Article 1 of the General Conditions.
- B. In order to induce the Owner to enter into this Agreement, the Contractor makes the following material representations:
- 1) Contractor has carefully considered all material aspects of the Contract Documents, Work, the Contract Drawings, locality, access routes, availability of materials, and all local conditions and federal, state, local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work;
 - 2) Contractor has carefully studied the Project, all real property encompassing and surrounding the Project, all reports of investigations and tests of subsurface and latent physical conditions at the Project or otherwise affecting the cost, progress, or performance of the Work;
 - 3) Contractor has made or caused to be made all examinations, analyses, schedules, investigations and tests, borings, and studies as it deems necessary for the performance of the Work for the Contract Price, within the Contract Times

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and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, borings, reports, or similar data are required by Contractor for such purposes;

- 4) Contractor acknowledges and agrees that the Contract Times and Contract Price are sufficient in all respects to allow the Contractor to complete the Work in strict accordance with the Contract Documents, including any work inferred therefrom;
- 5) Contractor has given Engineer written notice of all conflicts, errors, omissions and/or discrepancies that it has discovered, or reasonably should have discovered, in the Contract Documents and the written resolution thereof by Engineer, is acceptable to Contractor;
- 6) Contractor acknowledges that the Work, construction, reconstruction, and services will occur during all seasons of the year, including winter and wet weather months and under winter and wet weather conditions; notwithstanding these conditions, Contractor acknowledges that it has informed itself of the weather history of the area of the Site, including without limitation, conditions documented by N.O.A.A. for a 100-year history, and agrees to complete the Work and the Project within the Contract Times without exceeding the Contract Price; and
- 7) Contractor's Proposal is true and accurate in all respects and includes all Work necessary to complete the Project within the Contract Times and without exceeding the Contract Price.

2. THE TIME

- A. Contractor shall be prepared to begin the Work within 10 consecutive calendar days after issuance of Notice to Proceed. Notwithstanding anything to the contrary herein, the Contractor shall not begin the Work unless and until the Owner issues a written notice to proceed ("Notice to Proceed"). The above requirement shall not constitute a representation or guarantee of the date that Owner will issue a Notice to Proceed. Owner shall have Sixty (60) calendar days following the execution of this Agreement to issue the Notice to Proceed, during which time the Contractor shall not be entitled to any increase in or change to the Contract Times or Contract Price. The Parties agree the Contract Times are considered essential elements of the Contract Documents.
- B. Contractor agrees to achieve Substantial Completion of the Work for Base Bid Contract 2A and Contract 2B within 365 and 210 calendar days, respectively, of the Notice to Proceed and Final Completion of the Work within 395 and 240 calendar days, respectively, of the Notice to Proceed. Alternatively, if the Alternate Bid is awarded, Contractor agrees to achieve Substantial Completion of the Work for Alternate Bid Contract 2A and Contract 2B within 365 and 120 calendar days, respectively, of the Notice to Proceed and Final Completion of the Work within 395 and 150 calendar days, respectively, of the Notice to Proceed.
- C. If the Contractor is delayed by a Force Majeure Event, as defined in the Contract Documents, and if such delay affects the Critical Path, then only the approved Schedule and the Contract Times shall be adjusted, subject to and in strict conformance with the

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requirements of the Contract Documents, and only to the extent necessary to address such delay (but the total extension of all Critical Path Activities may not exceed the period of time required by the Contractor, using its best efforts, to mitigate the effect of the delay). An extension of time shall be the Contractor's sole remedy for any delay caused by a Force Majeure Event. The Contractor shall use its best efforts to mitigate the effects of any delay, whether or not it is caused by a Force Majeure Event. Such best efforts shall not include the obligation to accelerate the Work. Acceleration of the Work is addressed separately in the Contract Documents.

- D. Immediately upon (and not more than 24 hours following the commencement of) the occurrence of a Force Majeure Event, the Contractor shall notify the Owner and Engineer in writing, setting forth the cause of the delay, a description of the portions of the Work affected, and additional relevant details. Contractor's failure to submit the notice of Force Majeure Event required herein shall constitute a waiver of any claim for an extension of time by the Contractor. In the case of a continuing delay caused by a Force Majeure Event, only one notice is necessary.
- E. No adjustments shall be made to the Schedule for any suspension, delay, or interruption (i) to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, (ii) to the extent the delay could have been mitigated by the Contractor, or (iii) for which an equitable adjustment is provided or excluded under any other provision of the Contract Documents. The Owner's exercise of any of its rights under the Contract Documents or the Owner's requirement of correction or re-execution of any Defective Work shall not, under any circumstances, be construed as interference with the Contractor's performance of the Work.
- F. The remedies provided in Article 2 of this Agreement and the General Conditions, respectively, shall be the sole and exclusive remedies (in lieu of all other remedies whatsoever) of the Contractor for any delay, interference, or hindrances in the performance of the Work, loss of productivity, impact damages and similar claims and damages, whether or not contemplated by the Parties. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, all direct costs, indirect costs, overhead costs (including field or home office overhead, using Eichleay formula or otherwise), taxes, interest, general and administrative expenses, profit and all effects, direct, indirect and consequential resulting from the delay including acceleration (actual or constructive), hindrance, disruption, interference, diminished bonding capacity, loss of productivity, impairment, manpower inefficiencies, lost opportunity, and "ripple effects", impact damages or other similar remuneration (collectively "Delay Damages"). Except only for time extensions for a delay caused by a Force Majeure Event and as specifically provided in the Contract Documents, or for specified recoverable costs in cases of an Owner Delay (as that term is defined in the Contract Documents), the Contractor hereby expressly waives, covenants and agrees not to assert any claims against the Owner for Delay Damages which it or any Subcontractor or Supplier may incur as a result of any of the foregoing causes, delays, interferences, suspensions, rescheduling, changes in sequences, congestion, disruptions, or the like arising from, out of or in connection with any Force Majeure Event or any act or omission of the Owner, its representatives or agents, it being understood and agreed that their sole and exclusive remedies shall be those set forth herein and the Contract Documents.

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3. LIQUIDATED DAMAGES

- A. The Contractor and the Owner agree that all time limits stated in the Contract Documents are essential conditions of the Contract Documents, and the Contractor's performance (strictly, not substantially) in accordance with the Schedule is the essence of this Agreement and therefore are material terms.
- B. The Contractor acknowledges and recognizes that:
- 1) the Owner is entitled to full and beneficial use of the completed Work following expiration of the Contract Times, and
 - 2) the Owner has scheduled the commencement of its activities based upon the Contractor achieving certain Work by intermediate milestones dates and Substantial and Final Completion of all of the Work within the Contract Times.
- C. The Contractor further acknowledges and agrees that if the Contractor fails to complete certain Work by specified milestone dates and/or fails to achieve Substantial Completion or Final Completion of any portion of the Work within the Contract Times, Owner will sustain extensive damages and serious loss as a result of such failures that may be difficult to calculate. Accordingly, for Base or Alternate Bids, Owner and Contractor agree the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the sum of Five Thousand Dollars (\$5,000) for Contract 2A (Base or Alternate) or Contract 2B (Base or Alternate) per day commencing upon the day following the expiration of the date of Substantial Completion under the Contract Times and continuing until such actual date of Substantial Completion of the Work. In addition, for Base or Alternate Bid, Owner and Contractor agree the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the sum of Three Thousand Five Hundred Dollars (\$3,500) for Contract 2A (Base or Alternate) or Contract 2B (Base or Alternate) per day commencing upon the day following the expiration of the date of Final Completion under the Contract Times, and continuing until such actual date of Final Completion of the Work.
- D. Because of the impracticality and difficulty of ascertaining and calculating the Owner's actual damages, such liquidated damages are hereby agreed to be a reasonable pre-estimate of and reasonable just compensation for the damages the Owner will incur as a result of the delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then and thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner by the date specified by the Owner, but in no event less than fourteen (14) days from the date of the Owner's demand. Interest shall begin to accrue on the date such liquidated damages are due until paid and shall thereafter accrue at seven percent (7%) per annum. The Contractor and Owner agree that the foregoing liquidated damages are intended to compensate Owner only for damages due to the late delivery of the Work and not for any damages that Owner may suffer as a result of other Contractor defaults. Contractor's payment (or deduction) of liquidated damages shall in no way restrict or limit the Owner's ability to recover (or the Contractor's liability for) damages suffered or incurred by the Owner as a result of

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Contractor's defaults unrelated to the late delivery of the Work under the Contract Documents.

4. ASSIGNMENT OF CONTRACT

Contractor agrees that it shall not assign or transfer this Contract except with the Owner's written consent. Contractor shall not assign either legally or equitably, any of the monies payable to it under this Agreement, or its claim thereto, except with the written consent of the Owner. The Owner may withhold such consent in the Owner's sole and absolute discretion.

5. THE CONTRACT PRICE

- A. The Contract Price shall be the total of all lump sum amounts together with any Unit Price amounts based on the initial estimated quantities identified in the Contractor's Proposal.
- B. The Contract Price shall be increased as a result of changes in scope and actual quantity determinations as provided under the provisions of the Contract Documents and reduced by such sums as the Owner may lawfully deduct and retain, including without limitation, liquidated damages under the provisions of Article III of this Agreement.
- C. Upon completion of the Work, Owner will issue a Change Order adjusting the Unit Price quantities to reflect the actual quantities of the Work performed under the Contract Documents and adjusting the total Contract Price accordingly. Progress payments shall be made in accordance with the provisions of Article 4.

6. PAYMENT PROCEDURES

- A. Schedule of Values
 - 1) Within ten (10) calendar days of the Notice to Proceed, Contractor shall prepare and submit to the Engineer, a schedule of values for all of the Work ("Schedule of Values") which includes quantities and prices of items which, when added together, equal the Contract Price, and subdivides the Work into component parts in sufficient detail to serve as a basis for determining the proper amount of progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The Schedule of Values shall conform to all requirements of the Contract Documents. Upon completing its review, the Engineer will return the Schedule of Values to Contractor identifying any exceptions to the form or content of the proposed Schedule of Values. Contractor promptly shall revise and resubmit the Schedule of Values to address any exceptions noted by the Engineer. As the Work progresses, Contractor shall modify the Schedule of Values to include any credits or approved change orders, or as otherwise required or allowed by the Engineer. Contractor will modify the Schedule of Values to conform to any requirements requested by the Engineer regardless of whether Contractor agrees or disagrees with the requested modification. Contractor shall incorporate the Schedule of Values into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the quantities completed.

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B. Applications for Payments

- 1) Pursuant to the Construction Contract Retainage Act, Act No. 524, Michigan Public Acts of 1980, as amended, MCL 125.1561 et seq., the Owner hereby designates the Engineer as the person to whom Applications for Payment shall be submitted. The Contractor hereby designates _____ as the person who will submit Applications for Payment to the Owner.
- 2) No payment will be made for materials furnished which are not incorporated in the finished Work, unless otherwise agreed by the Owner in writing. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored and secured at the Site or at another location agreed to in writing, the Application for Payment also shall be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
- 3) Materials that may be considered for payment as stored material must be located on Owner's property and/or within the State of Michigan. Contractor also must submit the request for payment for stored materials to Owner at the same time that the Schedule of Values is submitted to the Engineer.
- 4) Materials that that are not eligible for payment as stored materials include the following:
 - a) Perishable materials (example: cement, epoxy, etc.).
 - b) Electronic hardware and/or software.
 - c) Raw materials (un-fabricated steel, piping, etc.).
 - d) Materials to be incorporated into the work in less than 30 days or beyond 180 days.
 - e) Contractor's equipment (formwork, shoring, etc.).
- 5) As an aid to the Owner in evaluating estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total Contract Price on a per unit basis as established in the Proposal.
- 6) Each month, following the Notice to Proceed, Contractor shall prepare and submit to Engineer for review a draft Application for Payment using AIA Documents G-702 and G-703 or such other forms as the Owner may allow, which shall be certified with a reference to the Federal False Claims Act. The

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Application for Payment shall reflect all Work completed since the prior Application (if any) and shall meet all other requirements of the Contract Documents. Each Application for Payment must strictly comply with and include all of the following: (1) a notarized Contractor's Declaration (on a form provided by the Owner) declaring that it has not performed any Work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which it will ask, demand, sue for, or claim compensation from the Owner other than as indicated on the Contractor's Declaration; (2) receipts or other vouchers showing Contractor's payments for materials and labor, including payments to Subcontractors; (3) a current, properly completed notarized Sworn Statement, on the Michigan statutory form, listing each Subcontractor, supplier and laborer having a contract with the Contractor in the current aggregate amount (including adjustments that have been issued as of that date) (Owner reserves the right to require Sworn Statements from Contractor's Subcontractors); (4) Partial Unconditional Lien Waivers and Releases in the form provided by Owner from each subcontractor, supplier and labor identified on Contractor's Sworn Statement, or Subcontractor's Sworn Statement, if requested; (5) written consent of the Contractor's surety; (6) a copy of the then current Project Schedule Update as returned by Engineer with "No Exceptions"; (7) certified payroll reports if, when and as required by Michigan law, and in a form reasonably acceptable to the Owner; (8) Daily Reports for each day covered by the time period relating to the Application for Payment and in the form required by the Contract Documents; and (9) such other evidence requested by Owner to satisfy Owner that the Work for which payment is requested has been completed in conformance with the Contract Documents, and that all amounts which have previously been paid for Work performed have been properly distributed to the various Subcontractors, Sub-Subcontractors, laborer and suppliers. The Contractor's failure to include the documents and information set forth in items (1) through (9) above shall render the Contractor's Application for Payment as invalid and of no effect, until such time as all the Contract requirements for making the application are fully complied with by the Contractor.

- 7) Each month, Contractor, Owner and Engineer shall meet to review and discuss Contractor's draft Application. Contractor is responsible for submitting the draft Application and scheduling the monthly pay application meeting. Following this meeting, the Contractor shall revise its draft Application for Payment in accordance with the comments of the Owner and Engineer.
- 8) Contractor shall submit the revised Application for Payment to the Engineer, together with all other documents required to be submitted with an Application for Payment, covering all Work performed since the proceeding Application for Payment (if any). Contractor must timely invoice for its Work. Contractor shall submit Application For Payment no later than 14 days before a scheduled meeting of the Owner's Drainage Board if the Work is being conducted for a Drain Board.
- 9) The Application for Payment shall include all accompanying documents and approvals required by the Contract Documents. If the Contractor is not known to be in default of any of its obligations under the Contract Documents, the

**SECTION 00 52 00
THE AGREEMENT**

Application for Payment will be certified and presented by the Engineer to the Owner with a recommendation for approval of the payment. If the Application is untimely, incomplete, incorrect, fails to include the required documentation, schedules, or certifications, or otherwise fails to conform to the requirements of the Contract Documents, it will not be submitted for approval by the Owner.

C. Payment Dates

- 1) Owner shall pay the Application for Payment within one of the following time periods, whichever is later, as provided by MCL 125.1562(3):
 - a) Thirty (30) days after the Engineer has certified the Application for Payment for payment.
 - b) Fifteen (15) days after the Owner has received the funds from the applicable department or agency of the federal or state government providing financing for the Project, if any funds are to come from either of those sources.
 - c) Fifteen (15) days following the scheduled Drainage Board meeting and approval by the Drainage Board.
- 2) Contractor's failure to submit a complete and accurate Application for Payment acceptable to the Engineer may delay payment on the Application for Payment.

D. Conditions of Payment

- 1) The Owner's payment (partial or final) shall not be considered as approval or acceptance of the Work or any portion thereof, or of the completeness or accuracy of the Application for Payment.
- 2) If an estimate in an Application for Payment is found to be excessive, future estimates in pay applications shall be adjusted downward to reflect the actual completion status of the Work.

E. Withholding of Payment

- 1) The Owner may withhold payment or, because of subsequently discovered evidence or subsequent review of the Work or the Contractor's Applications for Payment, invoice detail and/or submittals, may nullify the whole or any part of any payment previously made, to such extent as may be necessary in its opinion to protect the Owner from loss or expense due to any of the following:
 - a) The Contractor fails to properly respond to notices issued by the Owner pursuant to the Contract Documents;
 - b) The Contractor is in default of any of its obligations under this Agreement or under any of the Contract Documents, and/or is otherwise in default of any other agreement or contract with the Owner, whether or not related to this Contract;

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- c) Any part of such payment that is attributable to Work which is Defective, as determined by the Engineer; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with the Drawings and Specifications and is not Defective, reserving, however, such amount as the Engineer shall determine necessary to protect the Owner with respect to Defective Work;
 - d) The Contractor has failed, within ten (10) calendar days of receipt of payment from Owner, to make payments not in dispute promptly to Contractor's subcontractors, sub-subcontractors, laborers, or suppliers or for material, labor or services used in the Work; Contractor promptly shall notify Owner if any such dispute exists;
 - e) Any part of such payment is attributable to Work that the Owner has been notified of a claim or dispute or has received reasonable evidence indicating the existence of such a claim or dispute, unless the Contractor provides reasonable evidence of its ability to resolve the dispute and pay any amount owed;
 - f) The Owner has a reasonable belief the Work will not be completed within the Contract Times established under the Contract Documents;
 - g) The Owner reasonably believes that the portion of the Contract Price then remaining unpaid will not be sufficient to pay for Work not completed to date or to complete the Work in accordance with the Contract Documents;
 - h) An Application for Payment is not in the exact form required by the Contract Documents;
 - i) The Contractor has failed to submit and obtain approval for a Schedule, Schedule update, make up schedule or other documents required in the Contract Documents required for a complete and valid Application for Payment;
 - j) The Contractor's Payment and/or Performance Bond Surety provides Owner with a notice to withhold further funds according to the terms of the Surety Bonds and/or indemnity agreement with the Contractor;
 - k) At the written direction of Contractor's bond company; and
 - l) The Owner is otherwise entitled to a setoff against the Contractor.
- 2) If the Owner elects to withhold a portion of a payment otherwise due to the Contractor for any of the reasons identified above, the Owner shall submit a written statement to Contractor describing the disputed items and shall have the right to require the Contractor to prepare and submit to the Owner a revised Application For Payment, as directed by the Owner, to facilitate payment of the undisputed amount, if any, otherwise due to the Contractor. Alternatively, the

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THE AGREEMENT**

Owner shall have the right (but not the obligation) to revise the Contractor's Application for Payment to show the amount withheld by the Owner.

- 3) Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any subcontractor, supplier, surety, or laborer are not being made on a timely basis, the Owner may elect, but shall not be obligated to make, payments to the joint order of the Contractor and such subcontractor, supplier, or laborer, with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor. Alternatively, the Owner may, but is under no obligation to make, direct payment to any subcontractor, supplier, or laborer of the Contractor, and such amounts directly paid shall otherwise satisfy any payment obligation owing by the Owner to the Contractor for the Work. The Owner's option to withhold payment from the Contractor, or to make joint payments or direct payments shall not create an intended third beneficiary relationship with any other person or entity, it being agreed and understood the Owner has the right to withhold payment, or to make such joint and direct payments but is not otherwise obligated (nor may it be compelled) to make such joint and/or direct payments.
- 4) The Owner also may elect at any time to require payments be made through a construction escrow, in which event the Contractor shall supply all customary forms and indemnities as may be required to satisfy the conditions to disbursement established by the applicable escrow agent.

F. Retainage from Payments

- 1) Each payment from the Owner to Contractor shall cover the amount due to the Contractor for Work completed through the date of the Application for Payment; provided, however, retainage in the amount of ten percent (10%) of each payment made or due from the Owner to the Contractor ("Retainage") shall be withheld from each payment until the Work on the Project is fifty percent (50%) complete as determined by the dollar amount of approved Applications for Payment. No further Retainage will be withheld once the Work is 50% complete unless the Owner determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. Retainage shall be withheld in compliance with MCL 125.1563. The provisions of MCL 125.1563 shall govern over any provisions contained herein that are found to conflict with the provisions of the statute.
- 2) The Owner's right to withhold Retainage is in addition to the Owner's right to withhold payment under the Contract Documents to protect the Owner from specific identified problems and claims and other costs for which the Contractor is responsible. The Owner is not required to use Retainage amounts to protect the Owner from the costs and liability arising from claims and other problems caused by the Contractor or for which Owner may make deductions under the Contract Documents.
- 3) The Owner shall have the right, but not the obligation, to release Retainage related to a subcontractor who achieves Final Completion of its subcontracted portion of the Work under the subcontract substantially earlier than Final

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Completion of the entire Work, but only upon the written recommendation of the Contractor that such Retainage should be released. This option is entirely discretionary and shall create no obligation for the Owner, nor is this option intended to create any benefit to third parties.

- 4) At the time of Substantial Completion of the Work, the Contractor may make written application for a partial release of Retainage held by the Owner. The Owner shall have no obligation to approve such application but may do so in its sole discretion. Should the Owner agree to such request, considering the Contractor's performance, the performance of Contractor's subcontractors, and other factors as determined by the Owner in its sole and absolute discretion, the amount retained to the date of the request may be reduced by the Owner to a lower lump sum amount. The Owner's agreement to such partial release of Retainage shall not change the percentage retained from future Applications for Payments, if any, after the date of the partial release, if Owner has elected to continue withholding Retainage from Contractor's Applications for Payment.
- 5) All retained amounts and interest earned on retainage not otherwise disbursed will be paid with Contractor's Final Payment. Contractor shall provide Owner with consent from the Surety for any release of retention. In the event of a dispute as described in MCL 125.1564(3), the parties shall abide by the provisions of said statute and agree to submit the dispute to the Engineer to determine the rights of the parties to retained funds and interest earned thereon. The Engineer shall follow the dispute resolution process provided in the statute and its decision shall comport with the requirements therein. This dispute resolution process is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

7. FINAL PAYMENT – FINAL ACCEPTANCE

- A. Neither Final Payment nor any remaining Retainage shall become due until the Contractor has completed all of the Work on the Project, including any Punch List items, as acknowledged by Owner and Engineer, Owner has issued written acknowledgement of Final Completion, and Contractor has completed and/or submitted to the Owner all of the following: (1) an affidavit in the form approved in the Michigan Construction Lien Act that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) consent of all sureties to Final Payment; (3) final record Drawings, including record Drawings marked by the Contractor with record information set forth in the Contract Documents and the Contractor's coordination drawings; (4) the final versions of all manufacturers' warranties; (5) a final sworn statement from the Contractor in the form set forth in the Michigan Construction Lien Act duly executed and notarized showing all of Contractor's subcontractors, suppliers and laborers to be fully paid; (6) Full Unconditional Lien Waivers and Releases in the form provided by Owner from all subcontractors, suppliers and laborers identified on the final Sworn Statements submitted by Contractor and Subcontractors, if required; (7) releases of all required permits; and (8) all other conditions set forth in the Contract Documents.

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- B. The Contractor shall submit an Application for Final Payment when all Work is finally complete in accordance with the Contractor's obligations under the Contract Documents. The Contractor's Application for Final Payment shall include a request for payment of the Retainage held by the Owner if Retainage otherwise has not been released at an earlier point in time.
- C. Final Acceptance will have occurred after Owner has authorized Final Payment to the Contractor. The date of the Owner's authorization of Final Payment shall be the date of Final Acceptance.
- D. Contractor's Application for Final Payment shall itemize all timely asserted claims and disputed amounts that remain unresolved at the time of submission. All claims or disputed amounts shall include the designation of the amount that remains in dispute and a reference by date and correspondence number to the specific Notice of Claim and substantiation of the claim submitted by the Contractor in accordance with the Contract Documents. The Final Application for Payment shall indicate only the amount that remains in dispute for each disputed claim and shall not include original claim amounts where a portion of the claim or disputed amount has been resolved.
- E. The acceptance of the Final Payment (in whole or in part) by the Contractor shall constitute a full and final release of Owner and waiver of all claims against the Owner arising out of or in connection with the Project and/or Contract Documents, except only those specific claims of the Contractor timely made in writing as required by the Contract Documents and itemized in the attachment to Contractor's Final Application for Payment. Notwithstanding anything to the contrary herein, the Contractor's written itemization of reserved claims may not revive claims which were waived by Contractor as a result of its failure to timely assert such claims accordance with the Contract Documents.

8. DISPUTE RESOLUTION

- A. Notwithstanding anything to the contrary herein, and assuming the Parties have completed the Disputed Work procedure in the General Conditions, any remaining unresolved claims by the Contractor against the Owner or the Owner against the Contractor first shall be resolved through a meeting between the Contractor's highest officer familiar with the Project and the Owner's highest level staff member, and such meeting shall occur no earlier than thirty (30) days after Final Completion. At the Owner's option, this meeting may be conducted by a facilitator mutually acceptable to the Parties, or, in the event the Parties are unable to agree on a facilitator, the Parties shall select a facilitator according to the American Arbitration Association Construction Industry Rules for Mediation. The meeting between the Contractor's highest officer and the Owner's highest official is a condition precedent to the Contractor initiating litigation or demanding arbitration (if elected by the Owner).
- B. In the sole and absolute discretion of the Owner, the Owner may elect to arbitrate claims, and thereafter all claims, disputes and other matters in question arising out of or relating to Contract Documents and/or the Project, shall be decided by arbitration. If elected by the Owner, such arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be final and binding and shall be entered in any

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- Court having jurisdiction thereof. The arbitration shall be conducted in Oakland County, Michigan. The Owner may, but is not obligated to, require the Contractor to join any of the Contractor's subcontractors and/or suppliers to the arbitration, and the Contractor shall insure its contracts with each of its subcontractors and suppliers include the right to join other parties to arbitration. Contractor shall have no right to join subcontractors to the arbitration and subcontractors shall not intervene in the arbitration unless joinder is requested by the Owner.
- C. In the event the Owner does not elect arbitration, any and all disputes shall be resolved by litigation in Oakland County, Michigan, it being agreed the Contractor conducts business in Oakland County, Michigan and the Contractor waives any claim that venue is improper in Oakland County, Michigan.
- D. Notwithstanding anything to the contrary herein, to the fullest extent permitted by law, the Owner's total liability to the Contractor in any action, proceeding, arbitration or judgment shall not exceed the Contract Price adjusted in accordance with the Contract Documents. Contractor waives any and all claims for damages in excess of the Contract Price. Further, in no event shall Owner, or any director, officer, employee, agent, successor or assign of the Owner, be liable to Contractor, or anyone claiming through or related to Contractor, whether based on contract, tort, negligence, warranty, indemnity, strict liability, delay, error or omission, other otherwise, for any consequential, special, incidental, indirect, punitive, exemplary or multiple damage or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated, increased expense of manufacturing or operation, loss of bonding capacity, or cost of capitals, and the Contractor hereby releases Owner, and any director, officer, employee, agent, successor or assign of the Owner, from all such liability. Any action resulting from any alleged breach of contract or claim of negligence of the Owner must be commenced within one year of the date of Substantial Completion (and documented as required by the Contract Documents) or the Contractor will be deemed to have irrevocably waived any such cause of action.
- E. The pendency or possibility of a dispute between the Owner and Contractor shall not interfere with the progress of the Work by Contractor, nor shall the Contractor be permitted to suspend the Work, slow the performance of the Work, and/or terminate the Work except as specifically provided for in the Contract Documents.
- F. The parties acknowledge and agree that during the course of the Project, claims may arise from time to time which have a small dollar value and that it would not be an efficient use of the parties' respective resources to litigate or arbitrate each such claim individually. Therefore, notwithstanding anything to the contrary in this Article 8 or elsewhere in this Agreement, neither party shall have the right, prior to Final Completion or the earlier termination of this Agreement, to initiate arbitration proceedings or file suit, as the case may be, against the other unless the aggregate amount of such Party's claim(s) is at least two hundred thousand dollars (\$200,000.00).

9. MISCELLANEOUS

- A. The Contractor acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the Owner or Engineer, or their respective agents or employees, not set forth in the Contract Documents and that this Contract is

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entered into solely upon the Contractor's own investigations, careful deliberations, and independent business judgment.

- B. If any section, paragraph, sentence, clause, or phrase of these Contract Documents shall be held invalid, the same shall not affect any other part of these Contract Documents.

10. GOVERNING LAW

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

11. CAPTIONS

The article headings or titles and/or all article numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

12. SEVERABILITY

Each portion of this Agreement and the Contract Documents shall be deemed severable to the extent practical while maintaining the enforceability and intent of this Agreement. Any portion of this Agreement held to be unenforceable shall be severed from the Agreement with the remaining provisions continuing in full force and effect.

13. NOTICES

All notices required or permitted to be given by one Party to the other under the Contract Documents shall be in writing and sent to that Party at the address specified below by certified U.S. Mail, return receipt requested, or recognized overnight courier service, or shall be hand-delivered or transmitted by facsimile that retains a record of transmission. Notices shall be effective upon the earlier of actual receipt or two (2) business days after posting or delivery to a courier. Notices also shall be deemed to have been duly served if delivered personally in writing to the Contractor's Project Executive or other on-site representative. Either Party may change its address or designee for purposes of this Article by a written notice complying with the provisions of this Article.

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If to the Contractor:

Name: _____

Address: _____

Contract Number: _____

Email: _____

If to the Owner:

Name: _____

Address: _____

Contract Number: _____

Email: _____

With a copy to:

Name: _____

Address: _____

Contract Number: _____

Email: _____

14. CONTRACT SUBJECT TO ACQUISITION OF FINANCING AND EASEMENTS

(Strike if not applicable)

The Contract is executed and delivered subject to arrangements of financing and easement acquisition for the completion of the Project. If such arrangements are not completed within a reasonable time of execution of the Agreement, then either party may terminate this Agreement without liability.

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WITNESS

OAKLAND MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

Signature: _____

Print Name: _____

WITNESS

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

Approved as to form:

OAKLAND MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

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INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor is a Corporation, the following certificate should be executed:

I, _____, certify that I am the _____ Secretary of the Corporation named as Contractor hereinabove; that _____, who signed the foregoing Agreement on behalf of the Contractor, was then _____ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(signature)

(Corporate Seal)

If the Agreement is signed by the Secretary of the Corporation, the above certificate should be executed by some other officer of the Corporation, under the Corporate Seal. In lieu of the foregoing certificate, Contractor may attach to the Agreement copies of pertinent records of the Corporation that will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the Corporate Seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Agreement.

If the Contractor is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, Contractor shall attach a duly authenticated Power of Attorney to the Agreement evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.


If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If the Agreement is signed by someone other than the Contractor, Contractor shall attach a duly authenticated Power of Attorney to the Agreement evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

**OMID NI-EA Contract No.2 PCI-18 and PCI-19 Rehabilitation
Oakland-Macomb Interceptor Drain Drainage District
Revised 4/7/2023**

	<u>Total Cost</u>
1) Construction (FAC)	
Project Construction Cost- Z-Contractors	\$ 11,110,200
Sub-Total	<u>\$ 11,110,000</u>
2) Project Development: Engineering Consulting (ENG CON)	
NTH Consultants Investigation & Design	
PMA Scheduling (Est)	\$ 275,000
Safety Officer-Meadowbrook (1 year after NESPS)	\$ 250,000
NTH Consultants CCA (Assume 10% Construction Costs)	\$ 1,111,020
Sub-Total	<u>\$ 1,636,000</u>
3) Project Financing & Legal (LEGAL)	
Project Insurance (Est)	\$ 500,000
Bond Issuance (Legal)	\$ 44,000
Bond Issuance (Financial Consultant)	\$ 35,000
Underwriter Fee (1% of bonds)	\$ 155,000
Bond Ratings	\$ 25,000
Legal Fees	\$ 20,000
Sub-Total	<u>\$ 779,000</u>
3) Right-of-Way Services (ROW)	
Legal & Easement Fees	\$ -
Permits	\$ 24,000
County Personnel Time	\$ 18,285
Sub-Total	<u>\$ 42,000</u>
4) Exclusive County Services:	
Administration (ADM)	\$ 29,393
Public Works (Macomb)	\$ 67,486
Engineering-OCWRC (ENG)	\$ 235,465
Construction Inspection (INS)	\$ 249,623
Surveying (SUR)	\$ 17,415
Startup and Training/Corrections-MCPW/OCWRC (STD)	\$ -
O&M/Equipment-MCPW (STD)	\$ 7,898
O&M/Equipment-OCWRC (STD)	\$ 7,898
Sub-Total	<u>\$ 615,000</u>
5) Subtotal:	\$ 14,182,000
6) Contingency (10%)	\$ 1,418,000
Final Project Cost	<u>\$ 15,600,000</u>

7) CVT Shares/Allocation: Bonded

I hereby certify the period of usefulness of these facilities to be twenty-five (25) years and upwards.

By: 

**Joel Brown, P.E.
Chief Engineer**

Agenda Item No. 10

Construction Estimates

OAKLAND MACOMB INTERCEPTOR DRAIN DRAINAGE BOARD
Northeast Sewage Pumping Station- Pumping and Electrical Systems Upgrades Project
Located in the City of Detroit, Wayne County, Michigan

Regular Construction Estimate No. Thirty

March 01, 2023 through March 31, 2023

Page One of Two

Department No.:	6010101	Account No.:	731472
Fund No.:	84917	Program No.:	149015
OMID Project No.:	514629	Activity:	FAC

Construction Manager at Risk:

Vendor # 23191 LI 43331; exp. 12/16/22

Walsh Construction Co.

Date of Contract: Dec. 16, 2019

3031 West Grand Boulevard, Suite 640

(Adjusted Final Completion Date: July 28, 2023

Detroit, MI 48202

Contract No. 5977

Orig. GMP amount for Pump & Elec. Upgrades Project, and including CS-9	\$44,107,745.19
Pre-Construction Payment (Separate Accounting)	(\$1,244,560.00)
NESPS Pump & Elec. Upgrades Original Contract Budget	\$42,863,185.19 ✓
Change Orders, This Estimate: C.O. # 31- Accounting Reconciliation	\$63,734.54
Previous C.O.s: (Numbers 7 through No. 30 and CS-9 # 1 through # 4)	\$4,518,060.47
Note: C.O. # 30 includes the budget transfer of \$70,196.70 from Pre-Con to GMP budget)	\$70,196.70
Adjusted Contract Amount including CS-9 values	\$47,515,176.90 ✓
Sub-Total To Date	\$ 35,546,312.17
Less Deductions: None	\$ -
Gross Estimate: (Work in Place - Amount Complete =74.8 %)	\$ 35,546,312.17
Less Amount Reserved (max. 10% of 50% of total CV, including CS-9 value)	\$ 2,375,758.85 ✓
Total Amount Allowed To Date:	\$33,170,553.32
Less Previous Estimates:	\$32,699,402.13
Payment Due	\$471,151.19
Reserve Pay to Contractor:	\$0.00
Balance to Finish: \$ 11,968,864.73	Accounting Auditor:
Amount to be Reserved	2,375,758.85
Less Previous Transfer to Reserve	2,372,572.10
Amount of Current Transfer	\$3,186.75

Regular Construction Estimate No. 30, March, 2023 - NESPS Pump & Electrical Upgrades

Page Two of Two

Prepared by: Lawrence T. Gilbert

Lawrence T. Gilbert, P.E.; NTH Consultants Ltd.

Date: 4-6-2023

Recommended by: John Michalski

John Michalski, P.E., ASI

Date: 4/14/2023

Recommended by: _____

Joel Brown, P.E. Oakland County WRC

Date: _____

Recommended by: _____

Stephen Downing; Macomb County OPWC

Date: _____

Approved for Payment by: _____

Sid Lockhart, P.E.; Special Projects Manager, Oakland County WRC

Date: _____

Regular Construction Estimate No. 30 March, 2023)
NESPS Pump & Electrical Upgrades Project

Approved By Board On: _____

OAKLAND MACOMB INTERCEPTOR DRAIN DRAINAGE BOARD
For Construction of the NI-EA OMID Contract 1 - PCI 4 Rehabilitation
Located in the City of Detroit, Wayne, Michigan
Project ID 1-00000003308

Regular Construction Estimate No. 25

Period: 3/01/23 through 3/31/23

Department No.:	6010101	Account No.:	731472
Fund No.:	84917	Program No.:	149015
Project No.:	100000003308	Activity:	FAC

Contractor:	Vendor # 29656 Contract # 6323	Date of Contract:	January 21, 2021
Marra Services, Inc.	LI # 44838 exp. 1/20/23	Final Completion Date:	September 9, 2022
700 E. 73 rd. Street		Adj. Final Completion:	May 12, 2023
Cleveland, OH 44103			

Original Construction Contract Amount		\$14,732,510.00
Previous Change Orders: No. One, Two, Three, Four, and Five		\$1,287,656.61
Change Orders This Estimate: None		\$0.00
Total Net Change Orders:		\$1,287,656.61
Adjusted Contract Amount:		\$16,020,166.61
Sub-Total To Date		\$12,728,907.34
Less Deductions: None		\$0.00
Gross Estimate, Work in Place	79.46% Complete	\$12,728,907.34
Less Amount Reserved (Max. at 10% of 50% of adjusted C.V.)		\$801,008.33
Total Amount Allowed To Date:		\$11,927,899.01
Less Previous Estimates		\$11,526,455.01
Net Payment Request To Be Paid To Contractor:		\$401,444.00
Reserve Payment to Contractor:		\$0.00
Balance to Finish: \$ 3,291,259.27	Accounting Auditor:	
Amount to be Reserved from Above		\$801,008.33
Less Previous Transfers To Reserve:		\$801,008.33
Amount of Current Transfer		\$0.00

Prepared by: *Lawrence T. Gilbert*
 Lawrence T. Gilbert, P.E.; NTH Consultants Ltd.

Date: 4-14-2023

Recommended by: *Saju Sachidanandan*
 Saju Sachidanandan, P. E.; NTH Consultants Ltd.

Date: 4-14-2023

Recommended by: _____
 Joel Brown, P.E. Oakland County WRC

Date: _____

Recommended by: _____
 Stephen Downing; Macomb County OPWC

Date: _____

Approved for Payment by: _____
 Sid Lockhart, P.E.; Special Projects Manager, Oakland County WRC

Date: _____

Agenda Item No. 11

Report/Update – Status of OMID
Project, Segments 1 through 4, NESPS,
NI-EA

Oakland Macomb Interceptor Drain (OMID) Repairs

Project Progress Update

Prepared by:

F. Klingler, P.E., B. Kelly, P.E., FK Engineering Assoc.

S. Sachidanandan, P.E., L. Gilbert, P.E., NTH Consultants, Ltd.

J. Michalski, P.E., Applied Science, Inc.; T. Moore, Metco Services, Inc.

J. Matteo, P.E., Jacobs Consultants Inc.

April 19, 2023 OMIDDD Board Meeting

The following provides a status update as of the writing of this report (April 10, 2023) for the work completed for the Oakland-Macomb Interceptor Drain Repair Program (SRF Segments 1-4; Contract 7 PCI-4 repairs; Maintenance Repairs in PCI-5 through PCI-11A; Control Structure Modifications; NIEA Repairs; NESPS Upgrades; Odor/ Corrosion Control System, and other related work):

SRF Segment 1 Status:

Contracts 1&2: Complete

System-wide Odor/Corrosion Study: Complete

Odor and Corrosion Control Design

- Project Budget: \$963,222.80
- Total Spent (approximate, through March 2023): \$562,417.00
- Effort is currently on time.

Status of Major Project Tasks:

- Task 1 (field investigations and modeling) is complete.
- Jacobs is nearing completion of the (Task 2) Basis of Design Report, which will set forth the pertinent information for the OMIDDD, MIDDD, and Jacobs team to proceed to the next phase of detailed design. The design of the CS-6 odor/corrosion control system is currently on hold until the terms for grant funding of the adjacent Sterling Heights property are clarified with the Park Service (further described below). As such, the Basis of Design Report will remain in draft form as a “living” document and will be updated and finalized upon resolving this issue.
- Jacobs has established the required footprint of the replica house that will contain the odor control equipment at the Meter ST-S-3 site at Dodge Park Road/Sorrento Boulevard in Sterling Heights (concept presented at the January 2023 Board meeting). Jacobs has drafted the rear yard setback variance request for OMIDDD/MIDDD review for this facility, which will be submitted the week of April 3rd to the City of Sterling Heights Zoning Board of Appeals. The request will include all necessary property information, a description of the system, as well as preliminary site plan, landscaping, and structural/architectural drawings. Aside from variance approval, aspects of the ST-S-3 design not significantly impacted by the request will continue (e.g., HVAC and building services, process mechanical, electrical, etc.).
- Design of the odor/corrosion control system at Meter ST-S-1/CS-8 at Utica Road near Dodge Park Road in Sterling Heights continues. The site plan has been further developed, including conceptual plan views and street level views with preliminary landscaping improvements (attached for reference).

- Locating the CS-6 odor/corrosion control system on the Sterling Heights-owned property west of the CS-12 construction site is still under consideration. The Sterling Heights-owned property would avoid potential conflicts with the overhead ITC lines, providing a safer environment to perform maintenance on the system. The CS-6/CS-12 ventilation improvements are anticipated to remain within the ITC corridor. For reference, preliminary plan and profile drawings are attached with the odor/corrosion control facility sited on the Sterling Heights property. On March 27, 2023, the Jacobs design team, OMIDDD, and MIDDD met with City of Sterling Heights Parks and Recreation Director to discuss the advantages and disadvantages of both potential sites. The design team received constructive feedback from the City regarding the Sterling Heights-owned property; however, the terms of the grant funding for this property must be clarified with the National Park Service (grant originator) before proceeding. The City of Sterling Heights has scheduled a conference call during the week of April 3, 2023 with the Park Service to discuss the grant. The design of the CS-6/CS-12 odor/corrosion control system is on hold until this is resolved. If the Sterling Heights property is used, Jacobs will work with OMIDDD and MIDDD to consider a complimentary beautification project (e.g., vegetative screening, “micro” park, Baumgartner Park upgrades, etc.) near the new odor/corrosion control facility.

SRF Segment 2 Status:

Contract 3 (Base Contract & C.O. 2E-2J): Complete

SRF Segment 3 Status:

Contract 4: Complete

SRF Segment 4 Status:

Contract 5A/5B: Complete

- City of Utica Use Agreement for access paths is pending; awaiting final authorization.

Contract 6: Complete

Contract 7 (NIEA 110 feet of Emergency Rehab): Complete

NESPS Odor/Corrosion Control System (No Segment or Contract No.):

Construction Complete

- Warranty period through December 2022. Final warranty inspection/walk-through to be scheduled in spring 2023.

NESPS & OMID Maintenance, Operations & Upgrades Status:

Status of Emergency Contingency Plan for pumping during total power loss or other catastrophic system failure:

- Mersino Dewatering is under contract for standby emergency bypass pumping.
- The OMIDDD Project Team has finalized design for keeping the 15 Mile Road bypass pumping arrangement (initially constructed in summer 2021) intact and buried below grade, pending final agreement with ITC and other easement owners. Currently under review by ITC, and coordinating with other easement holders.
- Remaining items in the final emergency plan include punch-list and optimization steps for electrification, modifications at the 15 Mile Road Site, and overall optimization of the Emergency Plan per above. Final plan document will be revised after final installation of the emergency pumping conveyance conduit, which the Team is considering re-naming “Contingency Plan for PCI-7 Emergency Flow Management” to better describe the tentative nature of the PCI-7 emergency conveyance conduit.

Additional work being performed under Metco Maintenance Contract for NESPS:

- Flow control operations related to OMID/MID/NIEA sewer repair and upgrade projects have been impacted by recent wet weather. As of the writing of this report, flow control to resume April 10, 2023.
- Mechanical and Electrical corrective/preventative maintenance schedules continue.
- Coordination between OMIDDD, GLWA, MIDDD, NESPS, and Pump/Electrical Upgrade Project is ongoing and has not impacted station operations or ability to meet demand.
- The wet well elevator remains disabled. A submittal regarding restoration is under review. Workshop held February 17, 2023. Final completion is projected for 2024.
- Next quarterly wet well sediment inspection and bar screen cleaning has been rescheduled due to wet weather. New target date is late April (TBD)
- New wet well level sensors are performing well.
- A NESPS Controls Workshop with the OMID team and GLWA is an ongoing process, designed around new operational parameters and control strategies.
- Quarterly OMIDD-GLWA Coordination Meeting scheduled April 26, 2023. The purpose of these meetings is to ensure that all parties are up to date on system status and project schedules.
- Walsh reached out to and scheduled Whiting Services to perform an OSHA defined “Periodic Inspection” on both the 25 ton and 4 ton Overhead Cranes. The Periodic Inspection that was scheduled and performed is defined to be a more thorough and in-depth inspection than the “Frequent Inspection” that was performed by Kone Crane on March 6th. The inspection report indicates no immediate concerns to either crane but notes a few issues which will require monitoring. Report is on file.



Sanitary Pump #4. Breaker removed for annual cleaning and inspection



Bearing/Seal water system. (L) Old system, (R) new install.

Overall NESPS Station Performance Report by METCO:

- Mechanical: No changes from previous report. Sanitary Pumps #2 #4, #5, and #6 ready for duty. Total pump capacity equals 500-cfs. Contract capacity is 423-cfs. The wet well dewatering pump is also ready for duty.
- Sanitary #2 and Sanitary #4 continue to share primary duty. Pumps #5 and Pump #6 share backup roles. This strategy has proven results in meeting dry and wet weather demands.
- The primary switchgear in the existing station is double ended with two (2) sources of utility power being Transformer #3 and Transformer #4. Generator back-up is available if needed to power pumps P4, P5 and P6 and the existing unit substation.
- Dry well submersible sump pump #2 has been repaired. Scheduled for install April 14th
- Specific data logging software has been installed within the Sanitary Pump #2 VFD drive PLC. This software was instrumental in detecting the VFD faults experienced November 14, 2022, which disabled the pump.

- Rotor integrated the existing Eaton Power Expert (Quality Power Monitoring Meter) located on the VFD Sanitary Pump #4 switchgear into the OMID SCADA system. Occasional faults, voltage sags, and spikes were reported and are being investigated. Incoming power data is collected daily with the data kept on file.
- CMMS: NEXGEN asset management in use. Monthly status meetings are being held with OMID. Contractors are fulfilling their requirements with no outstanding issues to report.
- HVAC: Gas detection in use. Rounds are conducted daily. Unit filters restocked and changed as required.
- Overall General Housekeeping tasks in order. Minor maintenance activities have all been addressed in a timely manner.

Control Structures Performance Report (CS-5, CS-6, CS-7, CS-8):

- Daily flow control operations support MID/OMID/NIEA repair and improvement projects. (Weather permitting)
- All LOTO protocols are in-place.
- ASI and HESCO are looking into erroneous feedback from a level sensor on the upstream side at CS-9. This signal caused unusual gate movements during auto release operations. Metco responded with corrected measures and the gates resumed normal operations. Since then, no unusual issues to report. Data from the event has been submitted to ASI and a brief meeting was conducted with OMID. HESCO is scheduled to visit the site Monday April 10. ASI is also looking into providing protective measures to counter false/erroneous signals in the future.
- At CS-9, a Minor downward gate drift from a fully open position is being addressed by Contractor (Sunsorce). Condition closely monitored. Replacement parts are on order. No date has been set.
- System-wide communications are good.
- CS-6 gate has been restored and is currently operational with limited abilities. A limit switch and position indicator must be installed to fully complete restoration. HESCO has ordered and is still waiting on these parts.
- CS-7 in stand-by mode ready for service.
- CS-8 in stand-by mode ready for service.
- CS-5 in stand-by mode ready for service.
- CS-9 in stand-by mode ready for service.
- Routine daily rounds and inspections made with no major maintenance issues to report.

Other System Operation Issues

- O&M Manual is currently being revised to include new structures, recently modified structures, new monitoring equipment, and recent inspection and repair status.
- EGLE has informally agreed to consent to use of all flow control structures for long term flow control. Request for formal consent is promised but not yet received.

OMID Control Structure Upgrades Status:

- ASI is now contracted for design of major upgrades to control structures that considers long-term operability.
- Initial inspections and planning complete.
- Basis of Design complete and under review.
- Design projected to be complete in May 2023.

OMID System 3-Year Spot Repairs Status: Complete; final as-builts under review

OMID System 6-Year Inspection Status:

- Tunnel reach inspections (95 total) were completed on February 25, 2023. Coordination is underway to complete three remaining manhole inspections (out of 95) currently scheduled for April 21, 2023.

NIEA Repairs (Design/Construction)

Contract 1 (PCI-4 Rehabilitation): In Construction

Amt Invoiced: Construction cost to date is \$12,327,463.34 , representing 76.9 % of the adjusted Contract value.

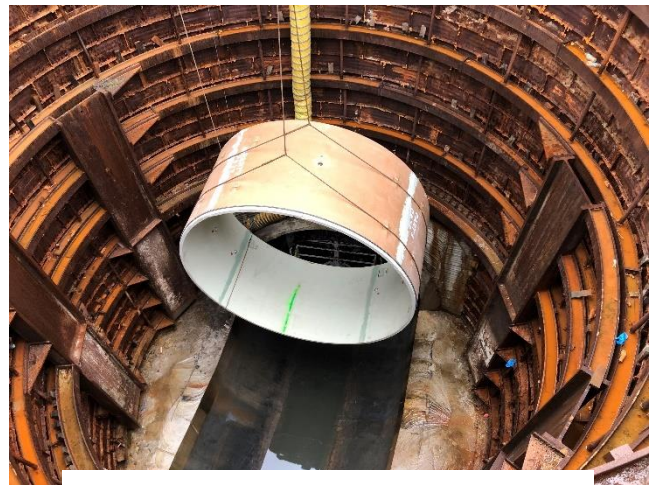
Schedule Status: Current adjusted Substantial Completion date was January 8,2023, now adjusted by Change Order No. 5 to April 12, 2023. Contractor is operating approximately 22 weeks behind the adjusted schedule, with the recent wet weather further delaying progress. The Contractor anticipates making up at least some of this time with productive lining and extended length grouting work. The Contractor has been formally advised that beginning April 13, 2023, an accounting of Liquidated Damages will be included with each application for payment until substantial completion is achieved. This value will show as a debit against the retention account; however, funds will not be withheld until a final reconciliation of the schedule is completed.

Contract 1 (PCI-4 Rehabilitation) Construction Status:

- 100% of the Channeline and Rockhard SCP segments are now on site. In addition, 100% of the QuakeWrap lining pipe is complete at the Hastings, MI manufacturing facility, with four sections now on site, and a resumption of delivery of the remaining nine segments will begin during the week of April 17, 2023.
- Approximately 1,217 linear feet of Channeline lining has been installed out of a contract total of 1,230 feet (approx. 702 feet fully grouted in place, and an additional 71 lf partially grouted). Remaining Channeline projected to be installed by April 14, 2023. The cement supplier's grout shortage has subsided and the full-grouting operation has resumed. The Contractor is also considering an alternative grouting sub-contractor to finish the project without interruption.
- Geotechnical monitoring of construction activities at the access shaft location indicates continuing stable conditions.



Annular grouting operations



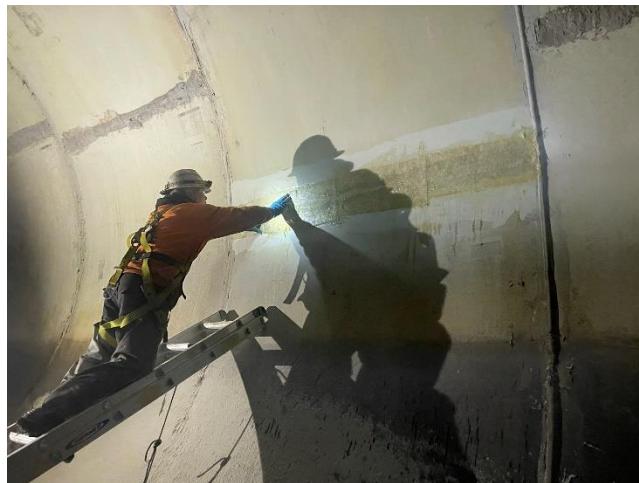
Channeline segment entering the Interceptor



Channeline installation



Channeline installation progress



Repair of longitudinal crack



Preparation of spigot prior to installation of Channeline segment

Contract 2 (PCI-18/19 Rehab): Design Complete, Bidding Complete

Amt Invoiced: \$2,355,648 out of currently projected study/design budget of \$2,400,570.

Schedule Status: Contract 2: "Issued for Bid" work complete; Bid documents are out; Bids received on March 1, 2023. Bid award in development.

Contract 2 (PCI -18/19 Rehabilitation) Design Status:

- Design complete, bids received on March 1, 2023. Four (4) contractors submitted proposals for the project; "as-read" low bidder was Z Contractors, Inc at \$12,596,800.
- Bid tabulation and review are complete and a contract award recommendation memorandum has been issued to the Owner. The Engineer and the Owner will be meeting with the apparent Contractor to discuss the overall project scope in advance of a final recommendation for award.
- Flow control measures necessary to complete Contract 2 work may impact a downstream GLWA project (DB-226), although it appears at this time that both project schedules align.
- Working with GLWA to develop cost sharing agreement; Draft agreement is being negotiated.

- The **draft** line item schedule and budgets for OMID NIEA Contracts 1 and 2 are summarized:

Work Item/ Milestone	Estimated Budget Expenditure (Engineering)	Estimated Budget Expenditure (Contractor)	Estimated Delivery Date
Lining Study Final Report	\$126,744		10/30/2019
90%, 100% Design Package			3/20/2020 and 4/28/2020 (Contract 1) 4/16/2021 and 10/1/22 (Contract 2)
Issued for Bid			6/10/2020 (Contract 1) 11/4/22 (Contract 2)
Bid Opening			9/30/2020 (Contract 1) 3/1/23(Contract 2)
Contract Award and NTP			12/16/2020 and 1/04/2021 (Contract 1) 6/20/23 and 7/20/23 (Contract 2)
Subtotal - Design	\$2,400,570		
Substantial Completion of Construction	\$3,500,000	\$30,000,000	456 cal. days for C-2A plus 210 cal days for C-2B. (Contract 1, projected). Contract 2A& B, est. 10/28/24 and 6/25/25.

NESPS Pump and Electrical Upgrades Project

Budget Status: \$1,280,139 billed out of current Design Budget of \$1,382,430; \$968,018 out of the current CCA Budget of \$2,443,262. The total construction amount invoiced as of February 28, 2023, is \$35,071,974.23 out of \$47,451,442.16 (including the now completed and operational Control Structure 9 Bulkhead Gate facility and adjusted for stored material inclusion in major work activities), representing 74% of the Pump & Electrical Upgrades Project.

Schedule Status: Work is currently delayed due to supply chain issues and electrical issues that occurred in the motor control cabinetry on Aug 23, 2022 as discussed in prior Reports. Contractor is working on an enhanced schedule to make up time but will be unable to meet the scheduled completion date, with an estimated delay of 15.7 months. Negotiations ongoing.

The following Design Team and Construction Services Effort is active:

- Construction Phase services (RFIs, Submittals) are ongoing, and the engineering team is reviewing and responding.
- The new Sewage Pump #1 and #3 and Motor are substantially installed. In-place testing and replacement of incompatible motor exciter components is incomplete, due to the event of August 23, 2023 effectively delaying final re-testing and acceptance.
- The concrete encased underground conduit for the new Fiber Optics communication line is complete from the NESPS to the GLWA Chemical Building termination. Work on the cable installation and tie-ins is complete and the line is operational.
- A review of alternative energy saving methods and pump sequence remains ongoing, incorporating GLWA SCC comments.
- Small diameter conduit runs and wiring are being installed in the existing NESPS building with favorable progress, now approaching substantial completion for this activity.
- Steel discharge piping for Pump 6 has now received final coating and has been shipped to the jobsite. All of the discharge piping is now inventoried at the jobsite.
- The August 23, 2022 Arc-Flash incident remains under investigation. The Construction Manager has filed a claim on the OCIP Builder's Risk insurance coverage for this event.
- Schedule adjustments are currently under discussion. The Contractor has revised the sequence of rehabilitation for the existing Pump Knife Gate Valves, removed KGV # 2, installed a

temporary “spool piece filler” and, sent the valve out for rehab. Current reports indicate KGV #2 is in better condition than the KGV # 1, and refurbishment is proceeding ahead of schedule. Project Team members recently visited the restoration facility to inspect the condition of the disassembled KGV # 5 and reported favorable progress. The valve is now being re-coated to allow re-assembly to begin.

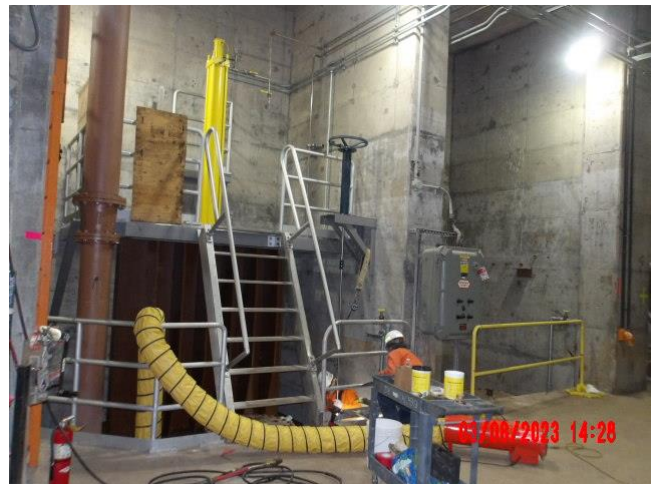
- Work on the alternate discharge piping installation for the Dewatering Pump is near completion with the arrival of the knife gate valves and subsequent installation.

The **draft** line item schedule and budget are summarized:

Work Item/ Milestone	Design/CCA Budget	Const Budget	Estimated Delivery Date
2 Final Basis of Design			5/31/2019
7 MDEQ Submittal (Part 41 Permit)			4/8/2020 (initial pkg)
8 90% Design Submittal			6/30/20
9 Final Package Development			8/14/2020
Subtotal	\$3,826,000	\$44,100,000	
10 Substantial Completion	\$2,500,000 (est.)	\$44,100,000 (est.)	9/22/2023 (late)
11 Final Completion			12/21/2023 (late)



**NESPS Refurbishment
Project Location**



**Contractor replacing drainage pipes for the Knife Gate
Valves**



Contractor installing emergency light at Overhead Crane



Two coats of paint on Pump #4 discharge pipe

CS-9 Gate Installation Complete (as-builts pending)

OMID Improvements at CS-6 Site

All pumps have been installed at CS-12. Factory Acceptance Testing is scheduled for the week of April 10, 2023. If successful, the pumps will be operational by late April 2023, allowing for upstream and downstream cleaning and lining. Lining of the OMIDDD portion (CS-4 to CS-12) will be one of the last major items to be complete.

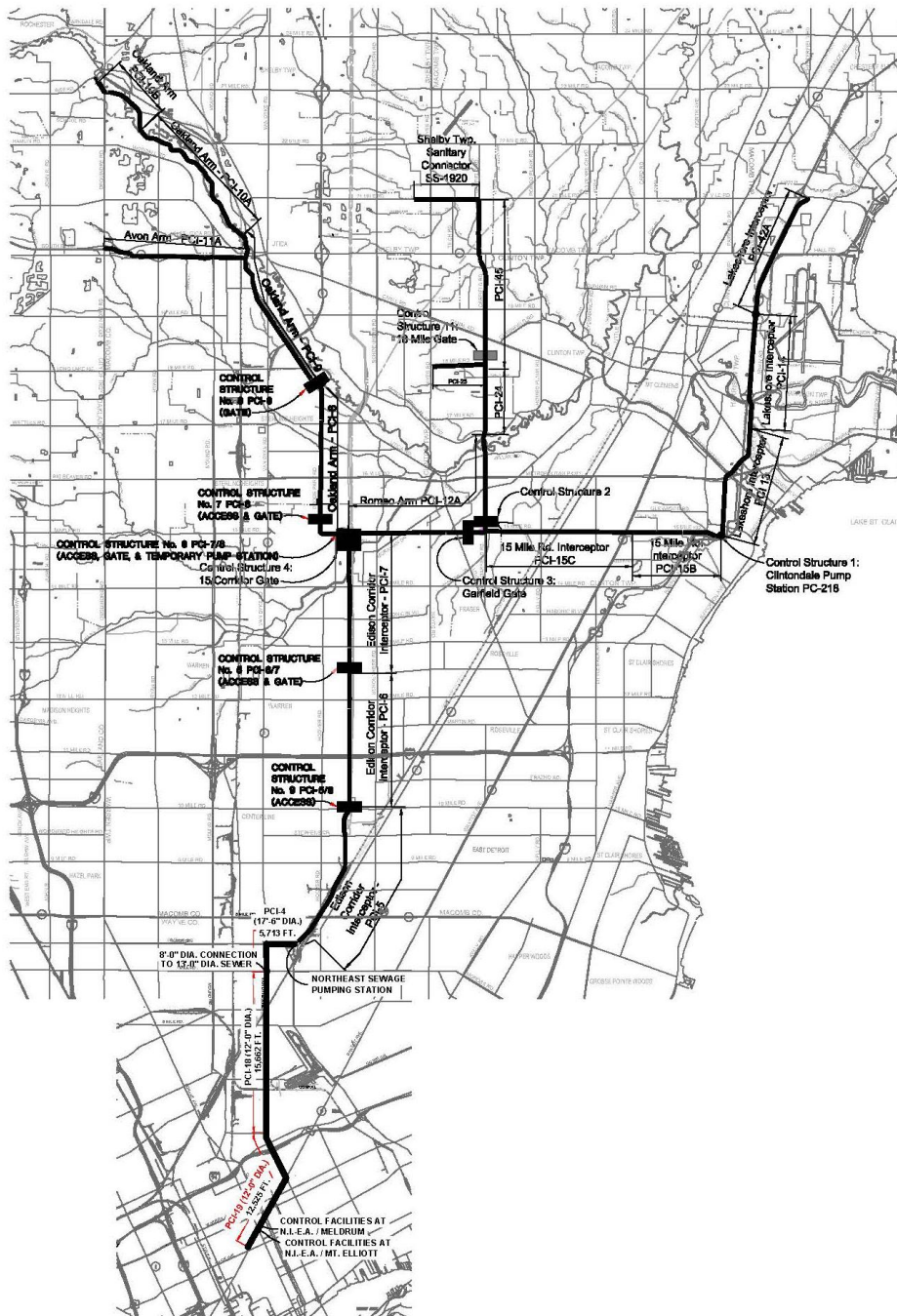


Perimeter flume grating has been installed

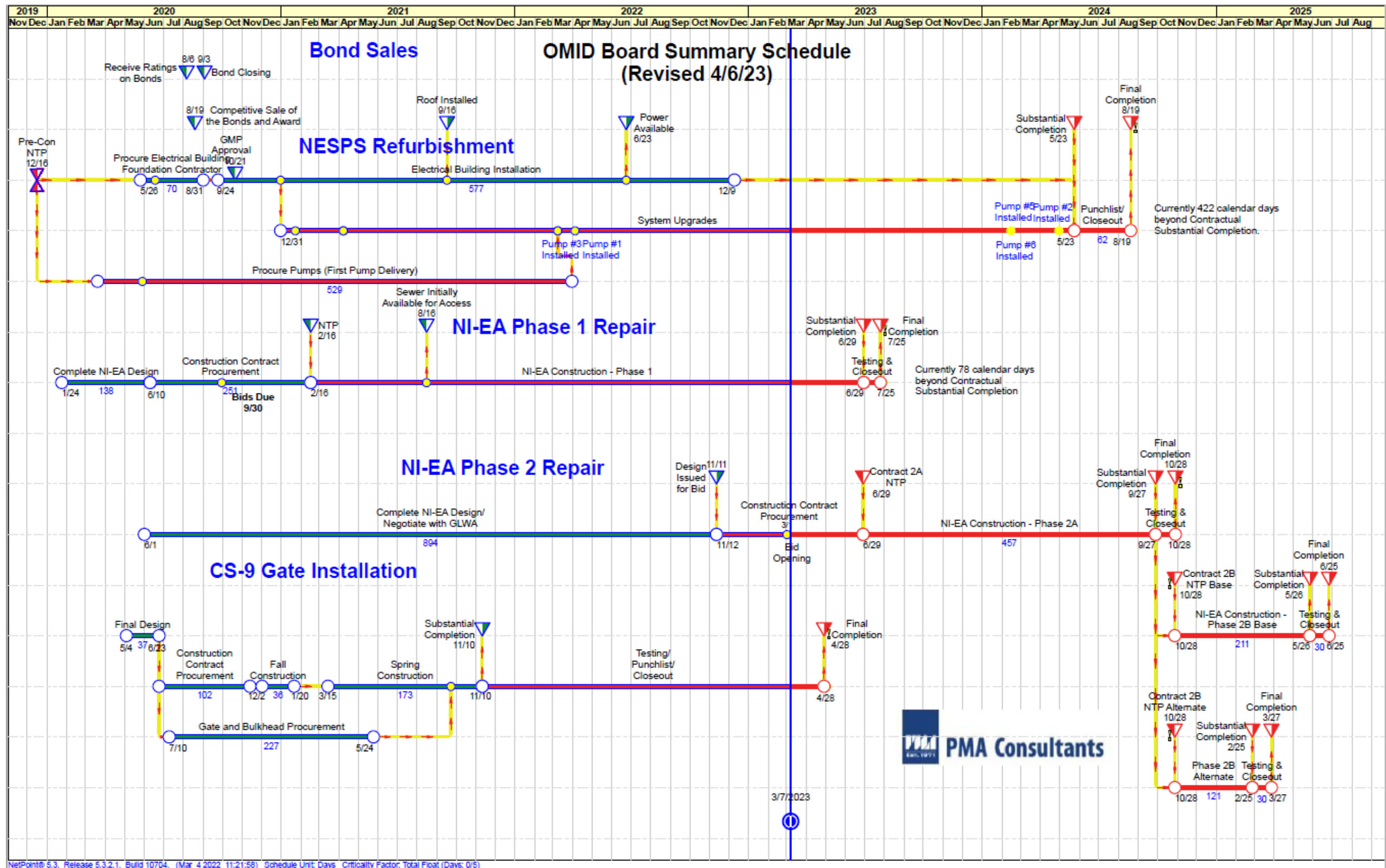
Summary of OMID Design and Construction Status:

Work In Construction Since 2009							
Seg. No	Contract No. (Description)	Contractor	Const. Comp?	As-Builts Final?	Balancing Change Order?	Contractor Closed Out?	Easements Settled?
1	Contract 1 (CS-9, 5, 3)	Ric-Man	Y	Y	Y	Y	Y
1	Contract 2 (CS-6, 7, 8)	Ric-Man	Y	Y	Y	Y	Y
2	Contract 3-2E (Gatehouse)	IWPC (Weiss)	Y	Y	Y	Y	N/A
2	Contract 3 (Grouting PCI-5 thru 8)	IWPC	Y	Y	Y	Y	Y
3	Contract 4 (Lining PCI-5 thru 8)	Jay Dee Cont.	Y	Y	Y	Y	Y
4	Contract 5 (Lining PCI-9, 10A/B)	Lanzo	Y	Y	Y	Y	N
4	Contract 6 (Lining PCI-11A)	Lanzo	Y	Y	Y	Y	Y
N/A	Contract 7 (Lining 110' of NIEA)	IWPC	Y	Y	Y	Y	N/A
N/A	Odor/Corrosion Control System	CSM	Y	Y	Y	Y	N/A
N/A	Control Structure Modifications	CSM/Hesco/MCE	Y/Y/Y	Y/Y/N	Y/Y/N	Y/Y/N	N/A
N/A	OMID Maintenance Repairs	Doetsch	Y	N	N	N	N/A
N/A	CS-9 Gate Modifications	Walsh as CMR	Y	Y	N	N	Y
N/A	NESPS Pump & Electrical Upgrade	ASI;Walsh as CMAR	N	N	N	N	Y
N/A	NIEA-OMIDDD Contract 1 (PCI-4)	Marra	N	N	N	N	N
N/A	NIEA-OMIDDD Cont 2 (PCI-18/19)	Z Cont.	N	N	N	N	N

Work Currently in Design/Study/Engineering		
Description	Design Consultant	Status
System-wide Odor/Corrosion Design	Jacobs	Study Complete, Design Ongoing
NESPS & OMID Maintenance & Repairs	Metco	Engineering/Maintenance Ongoing
NIEA-OMIDDD Contract 2 (PCI-18/19)	NTH	Design Complete; currently in bid-phase; pursuing cost
Emergency Pumping Plan	ASI/NTH/FKE	Draft Plan to be modified following ITC bypass pumping modifications



Overview of OMID System in Oakland, Macomb, and Wayne County



NetPoint® 5.3. Release 5.3.2.1. Build 10704. (Mar 4 2022 11:21:58) Schedule Unit: Days Criticality Factor: Total Float (Days: 0/5)

OMID Project Schedule Summary

Agenda Item No. 12

Financial Reports – General Financial Report and
Status of State Revolving Fund Financing and
Other Financing

YTD Trial Balance Fund: 84917 Oakland Macomb InterceptorSeg5 As of Fiscal Period: Month 6, 2023		OMID SEGMENT 5 BOND ISSUE PRJ-13252	OMID NI-EA CONSTRUCTION PRJ-13308	NESPS MECH-ELEC CONSTRUCTION PRJ-13309	YTD Balance
100100	Cash - Operating	1,757,149.72	9,391,082.00	18,615,218.68	29,763,450.40
101500	Undeposited Cash				0.00
104100	Accrued Interest on Investment	(112,056.00)			(112,056.00)
143100	PrepaidExpenses		41,666.66	106,195.39	147,862.05
151000	Restricted Cash				0.00
	ASSETS	1,645,093.72	9,432,748.66	18,721,414.07	29,799,256.45
201210	Vouchers Payable AP Cont		(210,331.50)	(77,341.47)	(287,672.97)
222300	Unearned Revenues	576,414.65	(2,407,672.79)	(4,956,470.90)	(6,787,729.04)
230852	Accounts Payable				0.00
272600	Unavailable Revenue - Other				0.00
	LIABILITIES	576,414.65	(2,618,004.29)	(5,033,812.37)	(7,075,402.01)
605000	Special Assessments Revenue				0.00
655000	Income From Investments	(1,606,728.58)			(1,606,728.58)
670000	Other Revenues				0.00
	REVENUES	(1,606,728.58)	0.00	0.00	(1,606,728.58)
730000	Contractual Services		2,520,643.32	3,025,281.46	5,545,924.78
770000	Internal Support Expenditures		33,704.64	55,423.72	89,128.36
	EXPENSES	0.00	2,554,347.96	3,080,705.18	5,635,053.14
381315	FB Restricted Debt	(47,288,433.00)			(47,288,433.00)
382100	FB Committed for Capital Proj	46,673,653.21	(9,369,092.33)	(16,768,306.88)	20,536,254.00
	Fund Balance	(614,779.79)	(9,369,092.33)	(16,768,306.88)	(26,752,179.00)
		0.00	0.00	(0.00)	(0.00)

Cash as of 03/31/2023 \$ 29,763,450.40

Invoices/Reimbursements for NIEA Construction on Current Agenda impacting Cash Balance (161,598.27)

Invoices/Reimbursements for NESPS Mech / Electrical Construction on Current Agenda impacting Cash Balance (176,709.56)

Total Net Cash Balance \$ 29,425,142.57

OCM Project Work In Progress

Company
Projects and Project Hierarchies
Budget Structure
Period

Oakland County
PRJ-13308 OMID NI-EA CONSTRUCTION
Project Task
FY2023 - Mar

Project	Final Budget	Actuals MTD	Actuals YTD	Total Spend YTD	Actuals LTD	Variance
Project Expenses	28,395,600.00	697,446.45	2,554,347.96	2,554,347.96	19,173,182.84	9,222,417.16
1 > Administration	584,000.00	0.00	0.00	0.00	175,749.40	408,250.60
1 > Contingency	2,581,000.00	0.00	0.00	0.00	0.00	2,581,000.00
1 > Engineering	478,000.00	7,918.38	31,841.29	31,841.29	155,776.88	322,223.12
1 > Engineering Consultants	4,913,000.00	99,631.61	812,983.00	812,983.00	3,884,035.41	1,028,964.59
1 > Facility Acquisition	17,983,600.00	453,774.16	1,525,337.36	1,525,337.36	14,490,575.71	3,493,024.29
1 > Inspection	260,000.00	0.00	0.00	0.00	0.00	260,000.00
1 > Legal and Financial	1,259,000.00	111,914.89	106,963.89	106,963.89	231,187.39	1,027,812.61
1 > Right of Way	265,000.00	931.68	1,863.35	1,863.35	78,359.37	186,640.63
1 > Standard	40,000.00	23,275.73	75,359.07	75,359.07	157,498.68	(117,498.68)
1 > Survey	32,000.00	0.00	0.00	0.00	0.00	32,000.00
Project Revenues	0.00	0.00	0.00	0.00	25,987,927.21	
RC605572 - Special Assessments Revenue	0.00	0.00	0.00	0.00	4,022,827.56	
RC697551 - Issuance of Bonds	0.00	0.00	0.00	0.00	21,965,099.65	
Revenue Over/ (Under) Expenses					6,814,744.37	

OCM Project Work In Progress**Company**
Projects and Project Hierarchies
Budget Structure
PeriodOakland County
PRJ-13309 NESPS MECH-ELEC CONSTRUCTION
Project Task
FY2023 - Mar

Project	Final Budget	Actuals MTD	Actuals YTD	Total Spend YTD	Actuals LTD	Variance
Project Expenses	54,086,000.00	920,233.11	3,080,705.18	3,080,705.18	35,441,927.40	18,644,072.60
1 > Administration	620,000.00	0.00	(51,255.00)	(51,255.00)	44,200.00	575,800.00
1 > Contingency	4,917,000.00	0.00	0.00	0.00	0.00	4,917,000.00
1 > Engineering	446,000.00	7,415.11	37,365.70	37,365.70	228,624.10	217,375.90
1 > Engineering Consultants	3,987,000.00	174,199.45	(36,897.04)	(36,897.04)	2,593,914.71	1,393,085.29
1 > Facility Acquisition	40,857,000.00	729,241.06	3,042,597.93	3,042,597.93	31,320,663.14	9,536,336.86
1 > Inspection	285,000.00	3,548.26	18,058.02	18,058.02	359,365.47	(74,365.47)
1 > Legal and Financial	2,417,000.00	0.00	0.00	0.00	179,800.00	2,237,200.00
1 > Right of Way	393,000.00	0.00	0.00	0.00	0.00	393,000.00
1 > Standard	130,000.00	5,829.23	70,835.57	70,835.57	715,359.98	(585,359.98)
1 > Survey	34,000.00	0.00	0.00	0.00	0.00	34,000.00
Project Revenues	0.00	0.00	0.00	0.00	49,129,529.10	
RC605572 - Special Assessments Revenue	0.00	0.00	0.00	0.00	7,291,907.09	
RC697551 - Issuance of Bonds	0.00	0.00	0.00	0.00	41,837,622.01	
Revenue Over/ (Under) Expenses					13,687,601.70	

OCM Project Work In Progress

Company Oakland County
Projects and Project Hierarchies PRJ-13252 OMID Segment 5
Budget Structure Project Task
Period FY2023 - Mar

Project	Actuals MTD	Actuals YTD	Total Spend YTD	Actuals LTD
Project Expenses	0.00	0.00	0.00	757,136.57
1 > Administration	0.00	0.00	0.00	242,201.57
1 > Legal and Financial	0.00	0.00	0.00	514,935.00
1 > Standard	0.00	0.00	0.00	0.00
Project Revenues	36,312.30	1,606,728.58	(1,606,728.58)	2,978,644.94
RC605572 - Special Assessments Revenue	0.00	0.00	0.00	894,060.05
RC655077 - Accrued Interest Adjustments	17,555.64	118,577.33	(118,577.33)	(25,331.96)
RC655385 - Income from Investments	18,756.66	96,524.64	(96,524.64)	1,023,829.52
RC655462 - Increase Market Value Investment	0.00	1,391,626.61	(1,391,626.61)	1,084.24
RC670513 - Prior Years Revenue	0.00	0.00	0.00	0.00
RC697219 - Premiums on Bonds Sold	0.00	0.00	0.00	7,672,724.75
RC697551 - Issuance of Bonds	0.00	0.00	0.00	(6,587,721.66)
Revenue Over/ (Under) Expenses				2,221,508.37

Oakland County - Water Resources Commissioner's Office
Fund Equity: Schedule of Reserves and Dedicated Funds
As of Date: March 31, 2023

Fund	Description	Major Maintenance	Emergency Maintenance Reserve	Capital Improvement	Undesignated	Committed for Capital Projects	Total Equity
82912	OMIDD Maintenance Fund	3,521,215.73	3,336,128.28	2,400,662.45	7,281,434.76		16,539,441.22
84917	OMIDD Seg 5						
	- Project 1-3252 Interceptor Seg 5					2,221,508.37	
	- Project 1-3308 NI - EA Construction					6,814,744.37	
	- Project 1-3309 NESPS Construction					<u>13,687,601.70</u>	<u>22,723,854.44</u>
Total Equity in Maintenance and Construction Funds							<u><u>39,263,295.66</u></u>

NOTE: This report presents pre-closing figures and as such are subject to change

OAKLAND MACOMB INTERCEPTOR DRAINAGE BOARD - APPROVAL OF INVOICES/REIMBURSEMENTS

OMIDD Meeting Date 04/19/2023

Payable To	Invoice #	84917	84917	82912	Total
		1-3308	1-3309		
		<u>Segment 5 NIEA Construction</u>	<u>Segment 5 NESPS Mech / Electric Construction</u>	<u>Operations & Maintenance</u>	
Oakland County *	WRC Labor/Fringes/Non-direct Labor (08/27/2022 - 09/23/2022)	8,440.52	10,522.57		\$18,963.09
Oakland County *	WRC Equipment (08/27/2022 - 09/23/2022)	409.54	440.80		\$850.34
Applied Science, Inc	Invoice # 48 (ASI Inv. #8380) Services 1/29/23 to 2/25/23		65,823.31	6,041.00	\$71,864.31
Applied Science, Inc	Invoice # 48 A (ASI Inv. #8381) Services 1/29/23 to 2/25/23		4,715.74		\$4,715.74
Applied Science, Inc	Invoice # 49 (ASI Inv. #8396) Services 1/29/23 to 2/25/23		100,741.10	8,341.00	\$109,082.10
Applied Science, Inc	Invoice # 49a (ASI Inv. #8397) Services 2/26/23 404/01/2023		2,311.49		\$2,311.49
CH2M - LG Design	Invoice # 705773CH042 Services 8/27/2022 - 03/17/2023			3,279.31	\$3,279.31
Clark Hill PLC	Invoice # 1292511 Matter 424741 GLWA Model Wastewater Services Through 02/28/2023			918.00	\$918.00
Clark Hill PLC	Invoice # 1292513 Matter 404547 NIEA Improvements Services Through 02/28/2023	149.20			\$149.20
CSM Mechanical, LLC	Invoice # 23-079 NESPS Ball Valve Replacement 2/23/2023			1,002.89	\$1,002.89
CSM Mechanical, LLC	Invoice # 22OMIDD006 NESPS CS6 Gate reinstall / Rebuild 2/28/2023			28,428.00	\$28,428.00
HESCO	Invoice # 2314264 CS-9 Hose Replacement 10/21/2022			585.00	\$585.00
HESCO	Invoice # 2314307 CS9 Low Oil Level 03/13/2023			500.95	\$500.95
HESCO	Invoice # 2314308 Hydraulic Oil Delivery 03/21/2023			978.40	\$978.40
Jacobs Consultants, Inc.	Invoice # C6A19900-07 OMIDD Odor & Corrosion Facilities 01/27/2023 - 03/10/2023			57,767.99	\$57,767.99
Kone	Invoice # 962443836 NESPS Passenger Elevator Maintenance 2/1/2023 - 4/30/2023			730.08	\$730.08
Meadowbrook Insurance Agency	Invoice # 1478 1.25.23 OMIDD AIG TPA Claims Services Fee			1,500.00	\$1,500.00
Motor City Electric Technologies	Invoice # 95056 NESP SCADA T&M Service Date 01/3/2023			405.00	\$405.00
Motor City Electric Technologies	Invoice # 95057 NESP SCADA T&M Service Date 01/25/2023			90.00	\$90.00
Motor City Electric Technologies	Invoice # 95058 NESP SCADA T&M Service Date 02/28/2023			90.00	\$90.00
Motor City Electric Technologies	Invoice # 95059 NESP SCADA T&M Service Date 02/14/2023			151.77	\$151.77
Motor City Electric Technologies	Invoice # 95060 NESP SCADA T&M Service Date 02/27/2023			180.00	\$180.00
NTH Consultants	Invoice # 632374 NIEA Design for PCI-4 2/18/2023 - 03/24/2023	22,089.78			\$22,089.78
NTH Consultants	Invoice # 632378 (D-425) Engineering Services 2/18/2023 - 03/24/2023	104,998.44			\$104,998.44
NTH Consultants	Invoice # 632378 (D-421) Engineering Design NESPS 01/28/2023 - 03/24/2023		3,117.92		\$3,117.92
NTH Consultants	Invoice # 632379 OMIDD System Inspection 02/18/2023 Through 03/24/2023			822.42	\$822.42
NTH Consultants	Invoice # 632381 (D-439) Engineering Services 01/28/2023 - 03/24/2023			6,372.21	\$6,372.21
NTH Consultants	Invoice # 632386 Close-Out & Maintenanc Tasks 01/28/2023 - 3/24/2023			262.40	\$262.40
PMA Consultants	Invoice # 03559.01 - 33 Professional Services Through 02/28/23	16,276.19			\$16,276.19
PMA Consultants	Invoice # 03559.01 - 34 Professional Services Through 03/31/23	18,084.66			\$18,084.66
PM Technologies	Invoice # 75674891 NESPS Generator 1 Load Bank Date 02/22/2023			6,350.00	\$6,350.00
PM Technologies	Invoice # 75698804 NESPS Generator 2 Load Bank Date 02/22/2023			6,350.00	\$6,350.00
PM Technologies	Invoice # 75667331 NESPS Generator 3 Load Bank Date 02/21/2023			6,350.00	\$6,350.00
Rotor Electric Company of Michigan	Invoice # 12545 Switchgear Maintenance and Testing 10/28/2022			1,318.50	\$1,318.50
Rotor Electric Company of Michigan	Invoice # 12548 Switchgear Maintenance and Testing 6/16/2022			13,186.66	\$13,186.66
York	Invoice # MRI-13903 Rebuild Submersable Pump Ship Date 3/28/2023			5,450.00	\$5,450.00
	Total Invoices/Reimbursements for Approval	\$170,448.33	\$187,672.93	\$157,451.58	\$515,572.84
	* Less WRC Charges already paid from OMI Fund	(8,850.06)	(10,963.37)		(19,813.43)
	Total Invoices/Reimbursements that will impact Cash Balance listed on Current Trial Balance submitted to OMI Drain Board	\$161,598.27	\$176,709.56	\$157,451.58	\$495,759.41

Agenda Item No. 13

Invoices

OMI Segment 5 NESP Mech - Elect Construction Project - WRC Labor/Fringes/Non-Direct Labor Factor for Trans Dates - 2/25/23 - 3/24/23									
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Cost Category	Assign Equipment	Project	Activity
1094849	03/01/23	02/13/23	BROWN, JOEL	0.5	65.78	REGULAR	WRCCON	PRJ-13309	ENGINEERING
1094849	03/01/23	02/14/23	BROWN, JOEL	1	131.55	REGULAR	WRCCON	PRJ-13309	ENGINEERING
1094849	03/01/23	02/16/23	BROWN, JOEL	1	131.55	REGULAR	WRCCON	PRJ-13309	ENGINEERING
1094849	03/01/23	02/21/23	BROWN, JOEL	1.5	197.33	REGULAR	WRCCON	PRJ-13309	ENGINEERING
1094849	03/01/23	02/22/23	BROWN, JOEL	1	131.55	REGULAR	WRCCON	PRJ-13309	ENGINEERING
1094849	03/01/23	02/23/23	BROWN, JOEL	6	789.30	REGULAR	WRCCON	PRJ-13309	ENGINEERING
1094849	03/01/23	02/24/23	BROWN, JOEL	2	263.10	REGULAR	WRCCON	PRJ-13309	ENGINEERING
			BROWN, JOEL Total		1,710.16				
1164476	03/23/23	03/02/23	COOK, JENNIFER	5	551.25	REGULAR	WRCADM	PRJ-13309	ENGINEERING
			COOK, JENNIFER Total		551.25				
1094849	02/28/23	02/13/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	02/28/23	02/14/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	02/28/23	02/21/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	02/28/23	02/22/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	02/28/23	02/23/23	LOCKHART, SIDNEY	2	286.04	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	02/27/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	02/28/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	03/01/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	03/02/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	03/06/23	LOCKHART, SIDNEY	2	286.04	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	03/07/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	03/08/23	LOCKHART, SIDNEY	1	143.02	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1094849	03/14/23	03/09/23	LOCKHART, SIDNEY	2	286.04	REGULAR	WRCADM	PRJ-13309	ENGINEERING
			LOCKHART, SIDNEY Total		2,288.32				
1094845	03/08/23	02/28/23	POUSHO, ROBERT	8	459.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
1094845	03/08/23	03/02/23	POUSHO, ROBERT	3	172.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
1094845	03/08/23	03/07/23	POUSHO, ROBERT	8	459.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
1094845	03/08/23	03/09/23	POUSHO, ROBERT	8	459.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
1094845	03/21/23	03/14/23	POUSHO, ROBERT	8	459.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
1094845	03/21/23	03/16/23	POUSHO, ROBERT	8	459.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
1094845	03/21/23	03/21/23	POUSHO, ROBERT	8	459.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
1094845	03/21/23	03/23/23	POUSHO, ROBERT	8	459.20	REGULAR	WRCCON	PRJ-13309	INSPECTION
			POUSHO, ROBERT Total		3,386.60				
1131289	03/01/23	02/15/23	PUSCAS, JACK J	4	323.28	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/01/23	02/17/23	PUSCAS, JACK J	6	484.92	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/01/23	02/21/23	PUSCAS, JACK J	0.5	40.41	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/14/23	02/27/23	PUSCAS, JACK J	1	80.82	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/14/23	03/02/23	PUSCAS, JACK J	8	646.56	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/14/23	03/03/23	PUSCAS, JACK J	3	242.46	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/14/23	03/06/23	PUSCAS, JACK J	3.5	282.87	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/14/23	03/09/23	PUSCAS, JACK J	4	323.28	REGULAR	WRCADM	PRJ-13309	ENGINEERING
1131289	03/14/23	03/10/23	PUSCAS, JACK J	2	161.64	REGULAR	WRCADM	PRJ-13309	ENGINEERING
			PUSCAS, JACK J Total		2,586.24				
			Grand Total		10,522.57				

OMI Segment 5 NESP Mech - Elect Construction Project - WRC Labor/Fringes/Non-Direct Labor Factor for Trans Dates - 2/25/23 - 3/24/23									
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Cost Category	Assign Equipment	Project	Activity
1094849	03/01/23	02/13/23	BROWN, JOEL	0.5	0.20	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/01/23	02/13/23	BROWN, JOEL	0.5	1.17	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/01/23	02/13/23	BROWN, JOEL	0.5	0.13	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/01/23	02/14/23	BROWN, JOEL	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/01/23	02/14/23	BROWN, JOEL	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/01/23	02/14/23	BROWN, JOEL	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/01/23	02/16/23	BROWN, JOEL	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/01/23	02/16/23	BROWN, JOEL	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/01/23	02/16/23	BROWN, JOEL	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/01/23	02/21/23	BROWN, JOEL	1.5	0.60	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/01/23	02/21/23	BROWN, JOEL	1.5	3.51	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/01/23	02/21/23	BROWN, JOEL	1.5	0.38	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/01/23	02/22/23	BROWN, JOEL	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/01/23	02/22/23	BROWN, JOEL	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/01/23	02/22/23	BROWN, JOEL	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/01/23	02/23/23	BROWN, JOEL	6	2.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/01/23	02/23/23	BROWN, JOEL	6	14.04	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/01/23	02/23/23	BROWN, JOEL	6	1.50	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/01/23	02/24/23	BROWN, JOEL	2	0.80	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/01/23	02/24/23	BROWN, JOEL	2	4.68	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/01/23	02/24/23	BROWN, JOEL	2	0.50	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
			BROWN, JOEL Total		38.88				
1164476	03/23/23	03/02/23	COOK, JENNIFER	5	2.00	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1164476	03/23/23	03/02/23	COOK, JENNIFER	5	11.70	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
			COOK, JENNIFER Total		13.70				
1094849	02/28/23	02/13/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	02/28/23	02/13/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	02/28/23	02/13/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	02/28/23	02/13/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	02/28/23	02/14/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	02/28/23	02/14/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	02/28/23	02/14/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	02/28/23	02/14/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	02/28/23	02/21/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	02/28/23	02/21/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	02/28/23	02/21/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	02/28/23	02/21/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	02/28/23	02/22/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	02/28/23	02/22/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	02/28/23	02/22/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	02/28/23	02/22/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	02/28/23	02/23/23	LOCKHART, SIDNEY	2	11.38	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	02/28/23	02/23/23	LOCKHART, SIDNEY	2	0.80	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	02/28/23	02/23/23	LOCKHART, SIDNEY	2	4.68	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	02/28/23	02/23/23	LOCKHART, SIDNEY	2	0.50	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	02/27/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	02/27/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	02/27/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/14/23	02/27/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	02/28/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	02/28/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	02/28/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/14/23	02/28/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	03/01/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	03/01/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	03/01/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/14/23	03/01/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	03/02/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	03/02/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	03/02/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/14/23	03/02/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	03/06/23	LOCKHART, SIDNEY	2	11.38	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	03/06/23	LOCKHART, SIDNEY	2	0.80	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	03/06/23	LOCKHART, SIDNEY	2	4.68	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/14/23	03/06/23	LOCKHART, SIDNEY	2	0.50	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	03/07/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	03/07/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	03/07/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/14/23	03/07/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	03/08/23	LOCKHART, SIDNEY	1	5.69	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	03/08/23	LOCKHART, SIDNEY	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	03/08/23	LOCKHART, SIDNEY	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	03/14/23	03/08/23	LOCKHART, SIDNEY	1	0.25	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	03/14/23	03/09/23	LOCKHART, SIDNEY	2	11.38	ASSIGNED	Blazer/Suburbans	PRJ-13309	ENGINEERING
1094849	03/14/23	03/09/23	LOCKHART, SIDNEY	2	0.80	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	03/14/23	03/09/23	LOCKHART, SIDNEY	2	4.68	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING

1094849	03/14/23	03/09/23	LOCKHART, SIDNEY	2	0.50	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
			LOCKHART, SIDNEY Total		138.88				
1094845	03/08/23	02/28/23	POUSHO, ROBERT	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/08/23	02/28/23	POUSHO, ROBERT	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1094845	03/08/23	03/02/23	POUSHO, ROBERT	3	1.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/08/23	03/02/23	POUSHO, ROBERT	3	7.02	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1094845	03/08/23	03/07/23	POUSHO, ROBERT	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/08/23	03/07/23	POUSHO, ROBERT	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1094845	03/08/23	03/09/23	POUSHO, ROBERT	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/08/23	03/09/23	POUSHO, ROBERT	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1094845	03/21/23	03/14/23	POUSHO, ROBERT	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/21/23	03/14/23	POUSHO, ROBERT	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1094845	03/21/23	03/16/23	POUSHO, ROBERT	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/21/23	03/16/23	POUSHO, ROBERT	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1094845	03/21/23	03/21/23	POUSHO, ROBERT	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/21/23	03/21/23	POUSHO, ROBERT	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1094845	03/21/23	03/23/23	POUSHO, ROBERT	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1094845	03/21/23	03/23/23	POUSHO, ROBERT	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
			POUSHO, ROBERT Total		161.66				
1131289	03/01/23	02/15/23	PUSCAS, JACK J	4	1.60	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/01/23	02/15/23	PUSCAS, JACK J	4	9.36	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/01/23	02/17/23	PUSCAS, JACK J	6	2.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/01/23	02/17/23	PUSCAS, JACK J	6	14.04	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/01/23	02/21/23	PUSCAS, JACK J	0.5	0.20	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/01/23	02/21/23	PUSCAS, JACK J	0.5	1.17	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/14/23	02/27/23	PUSCAS, JACK J	1	0.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/14/23	02/27/23	PUSCAS, JACK J	1	2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/14/23	03/02/23	PUSCAS, JACK J	8	3.20	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/14/23	03/02/23	PUSCAS, JACK J	8	18.72	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/14/23	03/03/23	PUSCAS, JACK J	3	1.20	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/14/23	03/03/23	PUSCAS, JACK J	3	7.02	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/14/23	03/06/23	PUSCAS, JACK J	3.5	1.40	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/14/23	03/06/23	PUSCAS, JACK J	3.5	8.19	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/14/23	03/09/23	PUSCAS, JACK J	4	1.60	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/14/23	03/09/23	PUSCAS, JACK J	4	9.36	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	03/14/23	03/10/23	PUSCAS, JACK J	2	0.80	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289	03/14/23	03/10/23	PUSCAS, JACK J	2	4.68	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
			PUSCAS, JACK J Total		87.68				
			Grand Total		440.80				

OMI Segment 5 NI-EA Construction Project - WRC Labor/Fringes/Non-Direct Labor Factor for Trans Dates - 2/25/23 - 3/24/23									
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Cost Category	Assign Equipment	Project	Activity
1094815	3/1/23	2/14/23	BROWN, JOEL	1.00	131.55	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	3/1/23	2/15/23	BROWN, JOEL	1.00	131.55	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	3/1/23	2/16/23	BROWN, JOEL	1.00	131.55	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	3/1/23	2/17/23	BROWN, JOEL	2.00	263.10	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	3/1/23	2/21/23	BROWN, JOEL	2.50	328.88	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	3/1/23	2/22/23	BROWN, JOEL	1.00	131.55	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	3/1/23	2/24/23	BROWN, JOEL	2.00	263.10	REGULAR	WRCCON	PRJ-13308	ENGINEERING
			BROWN, JOEL Total		1,381.28				
1094815	2/28/23	2/13/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	2/28/23	2/14/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	2/28/23	2/21/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	2/28/23	2/22/23	LOCKHART, SIDNEY	1.00	143.02	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	2/28/23	2/23/23	LOCKHART, SIDNEY	1.00	143.02	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	2/27/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	2/28/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	3/1/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	3/2/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	3/6/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	3/7/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	3/8/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/14/23	3/9/23	LOCKHART, SIDNEY	1.00	143.02	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/24/23	3/16/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/24/23	3/20/23	LOCKHART, SIDNEY	3.00	429.06	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/24/23	3/21/23	LOCKHART, SIDNEY	3.00	429.06	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/24/23	3/22/23	LOCKHART, SIDNEY	2.00	286.04	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1094815	3/24/23	3/23/23	LOCKHART, SIDNEY	3.00	429.06	REGULAR	WRCADM	PRJ-13308	ENGINEERING
			LOCKHART, SIDNEY Total		5,148.72				
1094816	3/9/23	3/7/23	PARROTT, JEFFREY	3.00	257.22	REGULAR	WRCROW	PRJ-13308	ROW
1094816	3/9/23	3/8/23	PARROTT, JEFFREY	1.50	128.61	REGULAR	WRCROW	PRJ-13308	ROW
1094816	3/9/23	3/10/23	PARROTT, JEFFREY	3.00	257.22	REGULAR	WRCROW	PRJ-13308	ROW
1094816	3/24/23	3/15/23	PARROTT, JEFFREY	1.50	128.61	REGULAR	WRCROW	PRJ-13308	ROW
1094816	3/24/23	3/24/23	PARROTT, JEFFREY	1.50	128.61	REGULAR	WRCROW	PRJ-13308	ROW
			PARROTT, JEFFREY Total		900.27				
1131284	3/1/23	2/14/23	PUSCAS, JACK J	2.00	161.64	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1131284	3/1/23	2/16/23	PUSCAS, JACK J	4.00	323.28	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1131284	3/1/23	2/21/23	PUSCAS, JACK J	0.50	40.41	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1131284	3/14/23	2/28/23	PUSCAS, JACK J	1.00	80.82	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1131284	3/14/23	3/7/23	PUSCAS, JACK J	1.00	80.82	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1131284	3/14/23	3/9/23	PUSCAS, JACK J	4.00	323.28	REGULAR	WRCADM	PRJ-13308	ENGINEERING
			PUSCAS, JACK J Total		1,010.25				
			Grand Total		8,440.52				

1094815	3/24/23	3/16/23	LOCKHART, SIDNEY	2.00	0.80	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1094815	3/24/23	3/16/23	LOCKHART, SIDNEY	2.00	4.68	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815	3/24/23	3/16/23	LOCKHART, SIDNEY	2.00	0.50	ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815	3/24/23	3/20/23	LOCKHART, SIDNEY	3.00	17.07	ASSIGNED	Blazer/Suburbans	PRJ-13308	ENGINEERING
1094815	3/24/23	3/20/23	LOCKHART, SIDNEY	3.00	1.20	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1094815	3/24/23	3/20/23	LOCKHART, SIDNEY	3.00	7.02	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815	3/24/23	3/20/23	LOCKHART, SIDNEY	3.00	0.75	ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815	3/24/23	3/21/23	LOCKHART, SIDNEY	3.00	17.07	ASSIGNED	Blazer/Suburbans	PRJ-13308	ENGINEERING
1094815	3/24/23	3/21/23	LOCKHART, SIDNEY	3.00	1.20	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1094815	3/24/23	3/21/23	LOCKHART, SIDNEY	3.00	7.02	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815	3/24/23	3/21/23	LOCKHART, SIDNEY	3.00	0.75	ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815	3/24/23	3/22/23	LOCKHART, SIDNEY	2.00	11.38	ASSIGNED	Blazer/Suburbans	PRJ-13308	ENGINEERING
1094815	3/24/23	3/22/23	LOCKHART, SIDNEY	2.00	0.80	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1094815	3/24/23	3/22/23	LOCKHART, SIDNEY	2.00	4.68	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815	3/24/23	3/22/23	LOCKHART, SIDNEY	2.00	0.50	ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815	3/24/23	3/23/23	LOCKHART, SIDNEY	3.00	17.07	ASSIGNED	Blazer/Suburbans	PRJ-13308	ENGINEERING
1094815	3/24/23	3/23/23	LOCKHART, SIDNEY	3.00	1.20	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1094815	3/24/23	3/23/23	LOCKHART, SIDNEY	3.00	7.02	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815	3/24/23	3/23/23	LOCKHART, SIDNEY	3.00	0.75	ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
			LOCKHART, SIDNEY Total		312.48				
1094816	3/9/23	3/7/23	PARROTT, JEFFREY	3.00	1.20	ASSIGNED	Cell Phone	PRJ-13308	ROW
1094816	3/9/23	3/7/23	PARROTT, JEFFREY	3.00	7.02	ASSIGNED	PC/Computer	PRJ-13308	ROW
1094816	3/9/23	3/7/23	PARROTT, JEFFREY	3.00	0.75	ASSIGNED	Tablet/iPad	PRJ-13308	ROW
1094816	3/9/23	3/8/23	PARROTT, JEFFREY	1.50	0.60	ASSIGNED	Cell Phone	PRJ-13308	ROW
1094816	3/9/23	3/8/23	PARROTT, JEFFREY	1.50	3.51	ASSIGNED	PC/Computer	PRJ-13308	ROW
1094816	3/9/23	3/8/23	PARROTT, JEFFREY	1.50	0.38	ASSIGNED	Tablet/iPad	PRJ-13308	ROW
1094816	3/9/23	3/10/23	PARROTT, JEFFREY	3.00	1.20	ASSIGNED	Cell Phone	PRJ-13308	ROW
1094816	3/9/23	3/10/23	PARROTT, JEFFREY	3.00	7.02	ASSIGNED	PC/Computer	PRJ-13308	ROW
1094816	3/9/23	3/10/23	PARROTT, JEFFREY	3.00	0.75	ASSIGNED	Tablet/iPad	PRJ-13308	ROW
1094816	3/24/23	3/15/23	PARROTT, JEFFREY	1.50	0.60	ASSIGNED	Cell Phone	PRJ-13308	ROW
1094816	3/24/23	3/15/23	PARROTT, JEFFREY	1.50	3.51	ASSIGNED	PC/Computer	PRJ-13308	ROW
1094816	3/24/23	3/15/23	PARROTT, JEFFREY	1.50	0.38	ASSIGNED	Tablet/iPad	PRJ-13308	ROW
1094816	3/24/23	3/24/23	PARROTT, JEFFREY	1.50	0.60	ASSIGNED	Cell Phone	PRJ-13308	ROW
1094816	3/24/23	3/24/23	PARROTT, JEFFREY	1.50	3.51	ASSIGNED	PC/Computer	PRJ-13308	ROW
1094816	3/24/23	3/24/23	PARROTT, JEFFREY	1.50	0.38	ASSIGNED	Tablet/iPad	PRJ-13308	ROW
			PARROTT, JEFFREY Total		31.41				
1131284	3/1/23	2/14/23	PUSCAS, JACK J	2.00	0.80	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284	3/1/23	2/14/23	PUSCAS, JACK J	2.00	4.68	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284	3/1/23	2/16/23	PUSCAS, JACK J	4.00	1.60	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284	3/1/23	2/16/23	PUSCAS, JACK J	4.00	9.36	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284	3/1/23	2/21/23	PUSCAS, JACK J	0.50	0.20	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284	3/1/23	2/21/23	PUSCAS, JACK J	0.50	1.17	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284	3/14/23	2/28/23	PUSCAS, JACK J	1.00	0.40	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284	3/14/23	2/28/23	PUSCAS, JACK J	1.00	2.34	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284	3/14/23	3/7/23	PUSCAS, JACK J	1.00	0.40	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284	3/14/23	3/7/23	PUSCAS, JACK J	1.00	2.34	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284	3/14/23	3/9/23	PUSCAS, JACK J	4.00	1.60	ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284	3/14/23	3/9/23	PUSCAS, JACK J	4.00	9.36	ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
			PUSCAS, JACK J Total		34.25				
			Grand Total		409.54				



Applied Science, Inc.

21455 Melrose Ave. Bldg R Suite 12 Southfield, MI 48075
Phone: (313) 567-3990 Fax: (313) 567-3750
www.asi-detroit.com

March 6, 2023

Project Invoice # 48 (ASI Inv. 8380)

Joel Brown, P.E.
Civil Engineer III
Oakland County Water Resources Commissioner's Office
One Public Works Drive, Building 95 West
Waterford, MI 48328

Re: Northeast Sanitary Pump Station
Contract #5470
(ASI Job No. 1815)

Invoice Period: 1/29/23-2/25/23

li# 41133 v#352

Task No.	Task Description	Total This Invoice
1	Transition & Basis of Design	
	Total:	\$ -
	Subconsultants:	
	FK Engineering:	\$ -
	ASI Markup 5%:	\$ -
	Total:	<u>\$ -</u>
	Previous Amount Invoiced:	
	Total Invoiced To-Date	
	Contract Task Total:	
	Amount Remaining:	

Task No.	Task Description	Total This Invoice
2	Design Services for Pump & Electrical Upgrades	
	Total:	\$ -
	Subconsultants:	
	Metco Services	\$ -
	FK Engineering:	\$ -
	NTH Consultants	\$ -
	AEW	\$ -
	ASI Markup 5%:	\$ -
	Total Due This Invoice:	<u>\$ -</u>
	Total This Invoice	<u>\$ -</u>

Task No.	Task Description	Total This Invoice
3	Additional Special Services	
	Total:	\$ -
	Subconsultants:	
	NTH Consultants	
	FK Engineering:	\$ -
	ASI Markup 5%:	\$ -
	Total Due This Invoice:	<u>\$ -</u>
	Total This Invoice	<u>\$ -</u>

Task No.	Task Description	Total This Invoice
5	Construction Services	
	Total:	\$ 28,367.00
	Subconsultants:	
	NTH Consultants	\$ 21,043.18
	Metco Services	\$ 10,528.00
	FK Engineering:	\$ 4,101.50
	ASI Markup 5%:	\$ 1,783.63
	Direct Expenses:	\$ -
	Total Due This Invoice:	<u>\$ 65,823.31</u>
	Previous Amount Invoiced:	

**84917-149015-730639-1-3309
engcon**

Task No.	Task Description	Total This Invoice
6	Control Structure Rehab	
	Total:	\$ 6,041.00
	Subconsultants:	
	NTH Consultants	\$ -
	Metco Services	\$ -
	ASI Markup 5%:	\$ -
	Direct Expenses:	\$ -
	Total Due This Invoice:	<u>\$ 6,041.00</u>

**82912-149667-730639-
PRJ-17060 engcon**

Summary	
Total Due This Invoice-All Tasks:	\$ 71,864.31
Previous Amount Invoiced:	\$ 3,924,249.43
Amount Invoiced for MCC Incident (separate invoice):	\$ 4,715.74
Total Invoiced To-Date	\$ 4,000,829.48
Original Contract Task Total:	\$ 4,198,380.00
Additional Budget-Task 5:	\$ 284,076.60
Additional Budget-Task 6:	\$ 220,326.00
Current Contract Task Total:	\$ 4,702,782.60
Amount Remaining:	<u>\$ 701,953.12</u>



Applied Science, Inc.

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www.asi-detroit.com

March 6, 2023

Project Invoice #48a (ASI Inv. 8381)

Joel Brown, P.E.
Civil Engineer III
Oakland County Water Resources Commissioner's Office
One Public Works Drive, Building 95 West
Waterford, MI 48328

Re: Northeast Sanitary Pump Station
Contract #5470
(ASI Job No. 1815)

**84917-149015-730520-
1-3309 engcon li# 41133 v#352**

Task - MCC Incident

Invoice Period: 1/29/23-2/25/23

<u>Employee</u>	<u>Job Classification</u>	<u>MCC Incident</u>	<u>Total Hours</u>	<u>Direct Labor Rate</u>	<u>Total</u>
John Michalski	Sr. Project Manager	5.0	5.0	\$ 169.00	\$ 845.00
Total Labor:		\$ 845.00			\$ 845.00
Subconsultant:NTH		\$ 506.42			\$ 506.42
Subconsultant:METCO		\$ 3,180.00			\$ 3,180.00
		\$ 3,686.42			\$ 3,686.42
ASI Markup 5%		\$ 184.32			\$ 184.32
Direct Expenses (receipts attached):		\$ -			\$ -
Total This Invoice:		\$ 4,715.74			\$ 4,715.74
Previous Amount Invoiced:		\$ 49,286.10			\$ 49,286.10
Total Invoiced To Date:		\$ 54,001.84			\$ 54,001.84



Applied Science, Inc.

21455 Melrose Ave. Bldg R Suite 12 Southfield, MI 48075
Phone: (313) 567-3990 Fax: (313) 567-3750
www.asi-detroit.com

April 6, 2023

Project Invoice # 49 (ASI Inv. 8396)

Joel Brown, P.E.
Civil Engineer III
Oakland County Water Resources Commissioner's Office
One Public Works Drive, Building 95 West
Waterford, MI 48328

Re: Northeast Sanitary Pump Station
Contract #5470
(ASI Job No. 1815)

Invoice Period: 1/29/23-2/25/23

li# 41133 v#352

Task No.	Task Description	Total This Invoice
1	Transition & Basis of Design	
	Total:	\$ -
	Subconsultants:	
	FK Engineering:	\$ -
	ASI Markup 5%:	\$ -
	Total:	<u>\$ -</u>
	Previous Amount Invoiced:	
	Total Invoiced To-Date	
	Contract Task Total:	
	Amount Remaining:	

Task No.	Task Description	Total This Invoice
2	Design Services for Pump & Electrical Upgrades	
	Total:	\$ -
	Subconsultants:	
	Metco Services	\$ -
	FK Engineering:	\$ -
	NTH Consultants	\$ -
	AEW	\$ -
	ASI Markup 5%:	\$ -
	Total Due This Invoice:	<u>\$ -</u>
	Total This Invoice	<u>\$ -</u>

Task No.	Task Description	Total This Invoice
3	Additional Special Services	
	Total:	\$ -
	Subconsultants:	
	NTH Consultants	\$ -
	FK Engineering:	\$ -
	ASI Markup 5%:	\$ -
	Total Due This Invoice:	<u>\$ -</u>
	Total This Invoice	<u>\$ -</u>

Task No.	Task Description	Total This Invoice
5	Construction Services	
	Total:	\$ 36,581.50
	Subconsultants:	
	NTH Consultants	\$ 32,083.38
	Metco Services	\$ 24,302.00
	FK Engineering:	\$ 4,719.00
	ASI Markup 5%:	\$ 3,055.22
	Direct Expenses:	\$ -
	Total Due This Invoice:	<u>\$ 100,741.10</u>
	Previous Amount Invoiced:	

**84917-149015-730639-1-3309
engcon**

Task No.	Task Description	Total This Invoice
6	Control Structure Rehab	
	Total:	\$ 8,341.00
	Subconsultants:	
	NTH Consultants	\$ -
	Metco Services	\$ -
	ASI Markup 5%:	\$ -
	Direct Expenses:	\$ -
	Total Due This Invoice:	<u>\$ 8,341.00</u>

**82912-149667-730639-
PRJ-17060 engcon**

Summary

Total Due This Invoice-All Tasks:	\$ 109,082.10
Previous Amount Invoiced:	\$ 4,000,829.48
Amount Invoiced for MCC Incident (separate invoice):	\$ 2,311.49
Total Invoiced To-Date	\$ 4,112,223.07
Original Contract Task Total:	\$ 4,198,380.00
Additional Budget-Task 5:	\$ 284,076.60
Additional Budget-Task 6:	\$ 220,326.00
Current Contract Task Total:	\$ 4,702,782.60
Amount Remaining:	<u>\$ 590,559.53</u>



Applied Science, Inc.

21455 Melrose Ave. Bldg R Suite 12 Southfield, MI 48075
Phone: (313) 567-3990 Fax: (313) 567-3750
www.asi-detroit.com

April 6, 2023

Project Invoice #49a (ASI Inv. 8397)

Joel Brown, P.E.
Civil Engineer III
Oakland County Water Resources Commissioner's Office
One Public Works Drive, Building 95 West
Waterford, MI 48328

Re: Northeast Sanitary Pump Station
Contract #5470
(ASI Job No. 1815)

**84917-149015-730520-
1-3309 engcon li# 41133 v#352**

Task - MCC Incident

Invoice Period: 2/26/23-4/1/23

<u>Employee</u>	<u>Job Classification</u>	<u>MCC Incident</u>	<u>Total Hours</u>	<u>Direct Labor Rate</u>	<u>Total</u>
John Michalski	Sr. Project Manager	4.0	4.0	\$ 178.00	\$ 712.00
Total Labor:		\$ 712.00			\$ 712.00
Subconsultant:NTH		\$ 1,523.32			\$ 1,523.32
Subconsultant:METCO		\$ -			\$ -
		\$ 1,523.32			\$ 1,523.32
ASI Markup 5%		\$ 76.17			\$ 76.17
Direct Expenses (receipts attached):		\$ -			\$ -
Total This Invoice:		\$ 2,311.49			\$ 2,311.49
Previous Amount Invoiced:		\$ 54,001.84			\$ 54,001.84
Total Invoiced To Date:		\$ 56,313.33			\$ <u>56,313.33</u>



LG Design is a Subsidiary of CH2M Hill Engineers

Oakland-Macomb Interceptor Drain Drainage District
Oakland County Water Resources Commissioner
One Public Works Drive
Waterford, MI 48328
248-858-0958

Invoice Contact:
Sandy.Pepper@Jacobs.com

Remit to:

LG Design, Inc.
Attn: Judy Rives
1041 East Butler Road
Greenville, SC. 29607
Tax ID : 20-0936384

Invoice Date: 3/29/2023
CH2M HILL Project No. 705773CH
CH2M HILL Invoice No. 705773CH041
Sequential Invoice Number: 42

PROFESSIONAL SERVICES RENDERED FOR THE OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (OMIDD)
BIOTRICKLING FILTER DESIGN AND CONSTRUCTION OVERSIGHT
This invoice includes labor and expenses for the period:
From August 27, 2022 through March 17, 2023

**82912 - 6010101 - 149090 - 730639 - 5456 - Ch 21 - v#22147-
exp. 6/26/23 - li#41407**

Authorized Amount: \$ 1,272,470.46
Current Invoice: \$ 3,279.31
Total Invoiced: \$ 1,267,691.08
Percent Complete: 99.62%
Remaining Budget: \$ 4,779.38

Total Amount Due: \$ 3,279.31

Project/Task Number	Description	Total Budget	Previously Invoiced	Current Invoice	Total Invoiced	Percent Spent	Remaining Budget
1	PROJECT MANAGEMENT	\$ 33,527.00	\$ 33,504.07	\$ -	\$ 33,504.07	99.93%	\$ 22.93
2	PRELIMINARY DESIGN	\$ 73,599.00	\$ 73,519.37	\$ -	\$ 73,519.37	99.89%	\$ 79.63
3	FINAL DESIGN	\$ 195,027.00	\$ 195,009.84	\$ -	\$ 195,009.84	99.99%	\$ 17.16
4	BIDDING	\$ 31,841.46	\$ 31,840.94	\$ -	\$ 31,840.94	100.00%	\$ 0.52
5	CONSTRUCTION OBSERVATION	\$ 325,731.16	\$ 325,711.92	\$ -	\$ 325,711.92	99.99%	\$ 19.24
6	REVIEW SUBMITTALS	\$ 85,648.00	\$ 85,581.87	\$ -	\$ 85,581.87	99.92%	\$ 66.13
7	CHANGES & CLAIMS	\$ 17,361.00	\$ 17,274.11	\$ -	\$ 17,274.11	99.50%	\$ 86.89
8	SITE INSPECTION	\$ 31,998.07	\$ 31,975.53	\$ -	\$ 31,975.53	99.93%	\$ 22.54
9	PREPARE O&M MANUAL	\$ 21,715.50	\$ 21,695.78	\$ -	\$ 21,695.78	99.91%	\$ 19.72
10	PROVIDE OPERATING TRAINING	\$ 9,082.00	\$ 9,062.30	\$ -	\$ 9,062.30	99.78%	\$ 19.70
11	ASSIST WITH FACILITY START-UP	\$ 17,129.00	\$ 17,081.46	\$ -	\$ 17,081.46	99.72%	\$ 47.54
12	PREPARE RECORD DRAWINGS	\$ 9,803.00	\$ 9,715.13	\$ -	\$ 9,715.13	99.10%	\$ 87.87
13	WARRANTY & PERFORMANCE REVIEWS	\$ 15,370.00	\$ 15,352.92	\$ -	\$ 15,352.92	99.89%	\$ 17.08
14	PROJECT PLANNING	\$ 25,000.00	\$ 24,997.75	\$ -	\$ 24,997.75	99.99%	\$ 2.25
EX	EXPENSES	\$ 17,175.62	\$ 17,175.62	\$ -	\$ 17,175.62	100.00%	\$ -
SUB.METCO	ELECTRICAL ENGINEERING	\$ 74,194.50	\$ 74,194.50	\$ -	\$ 74,194.50	100.00%	\$ -
SUB.NTH	GEOTECH INVESTIGATION	\$ 262,327.15	\$ 262,327.15	\$ -	\$ 262,327.15	100.00%	\$ -
SUB.SDA	SITE SURVEY	\$ 5,250.00	\$ 5,250.00	\$ -	\$ 5,250.00	100.00%	\$ -
Subtotal:		\$ 1,251,779.46	\$ 1,251,270.26	\$ -	\$ 1,251,270.26	99.96%	\$ 509.20
Allowance		\$ 20,691.00	\$ 13,141.51	\$ 3,279.31	\$ 16,420.82	79.36%	\$ 4,270.18
Total:		\$ 1,272,470.46	\$ 1,264,411.78	\$ 3,279.31	\$ 1,267,691.08	99.62%	\$ 4,779.38

OUTSTANDING INVOICES:

INVOICE DATE	INVOICE #	AMOUNT
Total:		\$ -
Current invoice		\$ 3,279.31
TOTAL DUE:		\$ 3,279.31

Payment term: 30 calendar days (NET)

FINANCE CHARGES WILL BE ASSESSED AT 1½ PERCENT PER MONTH (OR MAXIMUM PERMISSIBLE UNDER STATE LAW) ON ALL ACCOUNTS OVERDUE UNLESS STATED OTHERWISE IN OUR CONTRACT. CH2M HILL IS INCORPORATED.

Electronic payment details:

Beneficiary Bank: Bank of America
Account Name: CH2M HILL Engineers, Inc.
Transit for ACH: 111000012
Transit for Wires: 026009593
Account No (USD): 4451457732
SWIFT: BOFAUS3N



SR

Type text here

Oakland-Macomb Interceptor Drain Drainage District
Attn: Megan Koss, Esq.
1 Public Works Drive
Waterford, MI 48328
WRClegalinvoices@oakgov.com

Invoice: 1292511
Date: 03/09/2023
Client: 58434
Matter: 424741

82912-6010101-149030-731073-5113-v#2788

Matter Name: GLWA Model Wastewater Contract

LEGAL SERVICES RENDERED AND COSTS ADVANCED THROUGH FEBRUARY 28, 2023

Total Fees:	\$	918.00
Total Due This Invoice:	\$	918.00



SR

Oakland-Macomb Interceptor Drain Drainage District
Attn: Megan Koss, Esq.
1 Public Works Drive
Waterford, MI 48328
WRClegalinvoices@oakgov.com

Invoice: 1292513
Date: 03/09/2023
Client: 58434
Matter: 404547

**84917-6010101-149015-731073-2603- 1-3308-LEGAL- Ch. 21
v#4716 - li#24138 - exp. 12/31/23**

Matter Name: Northeast Interceptor East Arm Improvements

LEGAL SERVICES RENDERED AND COSTS ADVANCED THROUGH FEBRUARY 28, 2023

Total Fees:	\$	108.00
Total Expenses:		41.20
Total Due This Invoice:	\$	149.20



CSM Mechanical, LLC

1235 Holden Ave.
Milford, MI 48381

Phone # (248) 302-2078
Fax # (248) 856-2370

Invoice

Date	Invoice #
2/23/2023	23-079

Bill To
OMIDD One Public Works Drive Building 95 West Waterford, MI 48328

Ship To
OMIDD 11010 E. State Fair St. Detroit, MI

**82912-6010101-149090-730660-5817- Ch.
21- v#15750 - li#44348**

P.O. Number	Terms	Due Date
	Net 60	4/24/2023

Description	Amount
Ball Valve Replacement	
Materials - See attached work order	297.89
Labor	630.00
Vehicle/Tool Allowance	75.00
<i>TM-3-31-23</i>	

WE ACCEPT MASTER CARD, VISA, AND DISCOVER CARD	Total	\$1,002.89
	Payments/Credits	\$0.00
	Balance Due	\$1,002.89



Knowledgeable • Professional • Attentive • Likeable
 29770 Hudson Drive Novi, MI 48377
 Phone: (586) 978-7200
 hesco-mi.com

Invoice No. 2314264

Date: 03/13/2023

82912 - 149130 - 730660 - 5819 - Ch. 21 - v#3091 - exp. 6/30/25 - li#42703

Billed To: OMID Drainage District
 1 Public Works Drive
 Waterford MI 48328

Contract ID: 5819
HESCO Project: 2019807S OMID Flow Control Structures

Contact: Terry Moore **P.O.#** WO#879 CS-9 **Salesperson:** Kevin Livingston **Due Date:** 04/12/2023

Description	Unit	Qty	Rate	Amount
3/1/2023 - Hose Replacement CS-9				
Senior Tech	Each	3.00	195.00	585.00 ✓

Notes:

TM - 3-14-23

Non-Taxable Amount:	585.00
Taxable Amount:	0.00
Sales Tax:	0.00
Total Invoice	585.00
Payments/Credits:	0.00
Amount Due	585.00 ✓



Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377
Phone: (586) 978-7200
hesco-mi.com

Invoice No. 2314307

Date: 04/04/2023

Billed To: OMID Drainage District
1 Public Works Drive
Waterford MI 48328

82912 - 149130 - 730660 - 5819 - Ch. 21 - v#3091 - exp.
6/30/25 - li#42703

Contract ID: 5819
HESCO Project: 2019807S OMID Flow Control Structures

Contact: Terry Moore P.O.# WO#890 CS-9 Salesperson: Kevin Livingston Due Date: 05/04/2023

Description	Unit	Qty	Rate	Amount
3/13/2023 Low Oil Level CS-9				
Senior Tech	Each	2.00	195.00	390.00
Hydraulic Oil, Chevron Rando HD22	Gallons	5.00	22.19	110.95

Notes:

TM-4-6-23

Non-Taxable Amount:	390.00
Taxable Amount:	110.95
Sales Tax:	0.00
Total Invoice	500.95
Payments/Credits:	0.00
Amount Due	500.95



Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377
Phone: (586) 978-7200
hesco-mi.com

Invoice No. 2314308

Date: 04/04/2023

82912 - 149130 - 730660 - 5819 - Ch. 21 - v#3091 - exp.
6/30/25 - li#42703

Billed To: OMID Drainage District
1 Public Works Drive
Waterford MI 48328

Contract ID: 5819
HESCO Project: 2019807S OMID Flow Control Structures

Contact: Terry Moore P.O.# WO#897 Salesperson: Kevin Livingston Due Date: 05/04/2023

Description	Unit	Qty	Rate	Amount
3/21/2023 Delivery of Oil				
Tech 1	Each	1.50	175.00	262.50
Hydraulic Oil, Chevron Rando HD22 (5 Gallon Pails)	Pails	5.00	143.18	715.90

Notes:

TM - 4-6-23

Non-Taxable Amount:	262.50
Taxable Amount:	715.90
Sales Tax:	0.00
Total Invoice	978.40
Payments/Credits:	0.00
Amount Due	978.40

Invoice



Jacobs Consultants, Inc.

Invoice No.: C6A19900-07
 Invoice Date: 3/22/2023
 Jacobs Project No.: C6A19900
 Services From: 1/28/2023
 Services Through: 3/10/2023

Oakland-Macomb Interceptor Drain Drainage District
 c/o Oakland County Water Resources Commissioner's Office
 One Public Works Drive
 Bldg. 95 West
 Waterford, Michigan 48328

82912 - 149667- 730639 -1-17059- ENGCONSULT

Attn: Mr. Joel Brown, P.E.
 Project Description: OMID Odor and Corrosion Control Facilities

Task Number	Task Description	Budget Total	Previously Invoiced	Current Invoice	Project to Date	Remaining Budget
Task 1	Additional Investigation/Modeling	\$ 226,151.90	\$ 226,489.81	-	\$ 226,489.81	\$ (337.91)
Task 2	Basis of Design	\$ 122,605.02	\$ 110,847.41	11,456.23	\$ 122,303.64	\$ 301.38
Task 3	ST-S-3 Vapor-Phase Treatment System - Subtask 3.1 - Design	\$ 276,371.04	\$ 49,521.21	15,919.31	\$ 65,440.52	\$ 210,930.52
	ST-S-3 Vapor-Phase Treatment System - Subtask 3.2 - Bidding	\$ 17,154.74	\$ -	-	\$ -	\$ 17,154.74
Task 4	CS-6 Pump Station Vapor-Phase System - Subtask 4.1 - Design	\$ 191,218.29	\$ 40,306.55	22,448.99	\$ 62,755.54	\$ 128,462.75
	CS-6 Pump Station - Vapor-Phase System Subtask 4.2 - Bidding	\$ 15,612.91	\$ -	-	\$ -	\$ 15,612.91
Task 5	CS-8 and ST-S-1 Local Odor Control - Subtask 5.1 - Design	\$ 80,199.91	\$ 58,623.12	7,943.46	\$ 66,566.58	\$ 13,633.33
	CS-8 and ST-S-1 Local Odor Control - Subtask 5.2 - Bidding	\$ 12,829.09	\$ -	-	\$ -	\$ 12,829.09
Task 6	Design Emergency Relief Valves for CS-9 High Pressures	\$ 21,081.00	\$ -	-	\$ -	\$ 21,081.00
	Total	\$ 963,223.90	\$ 485,788.10	57,767.99	\$ 543,556.09	\$ 419,667.81

Previously Invoiced \$485,788.10
Total This Invoice: \$57,767.99
Total Invoiced To Date: \$543,556.09
Budget Amount: \$963,223.90
Remaining Amount USD: \$419,667.81

Outstanding Invoices					
Date	Invoice No.	Invoiced Amount	Paid Date	Paid Amount	Amount Outstanding
2/9/2023	C6A19900-06	\$110,863.73		\$0.00	\$110,863.73

Signed

Jason Matteo
 Project Manager

Please remit payment electronically to:
 Beneficiary Bank: Bank of America
 Account Name: Jacobs Consultants, Inc.
 Transit for ACH: 111000012
 Transit for Wires: 026009593
 Account No (USD): 4451457732



One KONE Court
Moline, IL 61265
Please do not send payments to this address

Maintenance Invoice

Invoice Date: 02/01/2023
Invoice Number: 962443836
Contract Number: 42174525
Purchase Order:

Customer Number: 13827636

OAKLAND MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT
1 PUBLIC WORKS DR BLDG 95 W
WATERFORD MI 48328

Customer Billing Address:

OAKLAND MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT
1 PUBLIC WORKS DR BLDG 95 W
WATERFORD MI 48328

82912-6010101-149090-730660-9724-Ch. 21 - exp
8/1/23

Total

Maintenance Period: 02/01/2023 - 04/30/2023

NORTHEAST SANITARY SEWER PUMP, STATION, 11001 EAST STATE FAIR AVE, DETROIT, MI, 48234

Total

\$ 730.08

Thank you for your business.

TO VIEW AND PAY ONLINE GO TO	https://kone.billtrust.com
USE THIS ENROLLMENT TOKEN	VDF MGW GLX
KONE eInvoice Account Number	13827636

Payment Terms: Net 30

Please Pay Before: 03/03/2023

Late Payment Interest: 1.5%

Payment Options - please reference this invoice number

[Make Payments Online](#)

ACH

Bank Name: CitiBank
ABA Routing: 021000089
Account Number: 30915201
Account Name: KONE Inc.

Mail Check

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

KONE DETROIT U190
11864 BELDEN CT
LIVONIA, MI 48150-1459

Telephone: +1 734-513-6944
www.KONE.us/billing

KONE Inc. TAX ID 36-2357423

Please do not send payments to this address



MOTOR CITY ELECTRIC TECHNOLOGIES INC.

AUTOMATION AND CONTROLS SOLUTIONS

9440 GRINNELL

DETROIT, MI 48213-1151

PHONE (313) 921-5300 FAX (313) 921-5310

"AN EQUAL OPPORTUNITY EMPLOYER"

INVOICE

OMID
ONE PUBLIC WORKS DRIVE, BUILDING 95
WATERFORD, MI 48328-

Customer
PO Number
5469

Job Number	Sub Job	Contract Number	Date Performed	Application	
				Date	Number
923567	0	001	1/3/2023	3/30/2023	95056

SID LOCKHART

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	T&MNESP SCADA	\$405.00		\$405.00	\$405.00		
Totals:		\$405.00		\$405.00	\$405.00		
Less Retained:							
Invoice Total:				\$405.00			

AS NEEDED ELECTRICAL AND ENGINEERING SERVICE

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORTS

82912 - 6010101 - 149090- 730660 - 5469 - Ch. 21 - v# 7755 - li# 41132 - exp. 12/31/23

TM-3-31-23

WORK ORDER #00831

WORK COMPLETED 12/27-28/2022, 1/3/2023

complete electrical construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



MOTOR CITY ELECTRIC TECHNOLOGIES INC.

AUTOMATION AND CONTROLS SOLUTIONS

9440 GRINNELL

DETROIT, MI 48213-1151

PHONE (313) 921-5300 FAX (313) 921-5310

"AN EQUAL OPPORTUNITY EMPLOYER"

INVOICE

OMID
ONE PUBLIC WORKS DRIVE, BUILDING 95
WATERFORD, MI 48328-

Customer
PO Number
5469

Job Number	Sub Job	Contract Number	Date Performed	Application	
				Date	Number
923567	0	001	1/25/2023	3/30/2023	95057

SID LOCKHART

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	T&MNESP SCADA	\$90.00	-	\$90.00	\$90.00	-	-
Totals:		\$90.00		\$90.00	\$90.00		
Less Retained:				-			
Invoice Total:				\$90.00			

AS NEEDED ELECTRICAL AND ENGINEERING SERVICE

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORT

82912 - 6010101 - 149090- 730660 - 5469 - Ch. 21 - v# 7755 - li# 41132 - exp. 12/31/23

WORK ORDER #00860

WORK PERFORMED 1/25/2023

TM-3-31-23

complete electrical construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



MOTOR CITY ELECTRIC TECHNOLOGIES INC.
 AUTOMATION AND CONTROLS SOLUTIONS
 9440 GRINNELL
 DETROIT, MI 48213-1151
 PHONE (313) 921-5300 FAX (313) 921-5310
 "AN EQUAL OPPORTUNITY EMPLOYER"

INVOICE

OMID
 ONE PUBLIC WORKS DRIVE, BUILDING 95
 WATERFORD, MI 48328-

Customer
 PO Number
 5469

Job Number	Sub Job	Contract Number	Date Performed	Application	
				Date	Number
923567	0	001	2/22/2023	3/30/2023	95058

SID LOCKHART

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	T&MNESP SCADA	\$90.00	-	\$90.00	\$90.00	-	-
Totals:		\$90.00		\$90.00	\$90.00		
Less Retained:				-			
Invoice Total:				\$90.00			

AS NEEDED ELECTRICAL AND ENGINEERING SERVICE

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORT

82912-6010101-149130-730660-5469-Ch.21- v#7755 - li#41132- exp 12/31/23

WORK ORDER # 00827

WORK PERFORMED 2/22/2023

3-31-23

complete electrical construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



MOTOR CITY ELECTRIC TECHNOLOGIES INC.

AUTOMATION AND CONTROLS SOLUTIONS

9440 GRINNELL
 DETROIT, MI 48213-1151
 PHONE (313) 921-5300 FAX (313) 921-5310
 "AN EQUAL OPPORTUNITY EMPLOYER"

INVOICE

OMID
 ONE PUBLIC WORKS DRIVE, BUILDING 95
 WATERFORD, MI 48328-

Customer
 PO Number
 5469

Job Number	Sub Job	Contract Number	Date Performed	Application	
				Date	Number
923567	0	001	2/14/2023	3/30/2023	95059

SID LOCKHART

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	T&MNESP SCADA	\$151.77	-	\$151.77	\$151.77	-	-
Totals:		\$151.77		\$151.77	\$151.77		
Less Retained:				-			
Invoice Total:				\$151.77			

AS NEEDED ELECTRICAL AND ENGINEERING SERVICES

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORTS

82912 - 6010101 - 149090- 730660 - 5469 - Ch. 21 - v# 7755 - li# 41132 - exp. 12/31/23

WORK ORDER #00871

WORK PERFORMED 2/14 & 2/28/2023

TM-3-31-23

complete electrical construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



MOTOR CITY ELECTRIC TECHNOLOGIES INC.
 AUTOMATION AND CONTROLS SOLUTIONS
 9440 GRINNELL
 DETROIT, MI 48213-1151
 PHONE (313) 921-5300 FAX (313) 921-5310
 "AN EQUAL OPPORTUNITY EMPLOYER"

INVOICE

OMID
 ONE PUBLIC WORKS DRIVE, BUILDING 95
 WATERFORD, MI 48328-

Customer
 PO Number
 5469

Job Number	Sub Job	Contract Number	Date Performed	Application	
				Date	Number
923567	0	001	2/27/2023	3/30/2023	95060

SID LOCKHART

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	T&MNESP SCADA	\$180.00	-	\$180.00	\$180.00	-	-
Totals:		\$180.00		\$180.00	\$180.00		
Less Retained:				-			
Invoice Total:				\$180.00			

AS NEEDED ELECTRICAL AND ENGINEERING SERVICE

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORT

82912-6010101-149130-730660-5469--CH. 21- v#7755- li#41132- exp 12/31/23

WORK ORDER #00877

WORK PERFORMED 2/27/2023

3-31-23

complete electrical construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



NTH Consultants, Ltd.

Infrastructure Engineering
and Environmental Services

**84917 - 6010101 - 149015 - 730639 - 2603 - 1-3308 - Ch.21 v#4716 - li#24138 -
exp. 12/31/23**

OMI Drain Drainage District
One Public Works Drive
Building 95 West
Waterford, MI 48328

Invoice # : 632374
Project : 61-190078
Invoice Group : NI-EA
Invoice Date : 4/4/2023

Attention: Sid Lockhart

For Professional Services Rendered from 2/18/2023 - 3/24/2023

Engineering Design Services for Rehabilitation of NI-EA Sections PCI-4

Task 01	Project Management	\$276,159.00
Task 02	Condition Assessment	\$241,609.00
Task 03	Subsurface Utility Engineering	\$65,579.00
Task 04	Basemap Survey	\$89,327.00
Task 05	Geotechnical Investigation	\$134,797.00
Task 05A	7-Mile Utility Exploration/Design	\$0.00
Task 05B	Additional Geotech for PCI-4 Shaft	\$0.00
Task 06	Environmental Study	\$60,642.00
Task 07	Basis of Design	\$379,785.00
Task 08	Rehabilitation Design	\$282,099.00
Task 09	Contract Drawings	\$235,070.00
Task 10	Contract Specifications	\$188,178.00
Task 11	Construction Costs	\$27,761.00
Task 12	Permits & Coordination	\$25,655.00
Task 13	Bidding Assistance	\$198,402.00
Task 14	Gate Automation	\$68,770.00
Task 15	Odor & Air Flow Study	\$103,470.00

Preliminary Budget Amount \$2,377,303.00
Percent Complete: 98.04%

Analysis of Costs		This Invoice	Cumulative
Direct Salaries		\$ 6,365.71	\$ 340,665.71
Overhead %	188.00	<u>11,967.53</u>	<u>640,451.56</u>
Total Regular Labor Expense		18,333.24	981,117.27
Total Direct Labor		18,333.24	979,496.10
Profit / Fixed Fee %	12.00	2,199.99	117,734.05
Direct Expenses Charge		97.32	30,407.48
Expense Multiplier %	5.00	4.86	1,520.41
Direct Subcontractor Charge		1,372.05	1,131,895.96
Subcontractor/Subconsultant Multiplier %	6.00	82.32	67,913.89
Total Other Direct Charges Reimbursables		<u>1,556.55</u>	<u>1,231,737.74</u>
Total Costs:		<u>22,089.78</u>	<u>2,330,589.06</u>
Total Due This Invoice		<u>\$ 22,089.78</u>	<u>\$ 2,330,589.06</u>



**84917- 6010101 - 149015 - 731444 - 2603 -
1-3308- ch 21 - engcon v#4716 - li#24138 - exp.
12/31/23**

OMI Drain Drainage District
One Public Works Drive
Building 95 West
Waterford, MI 48328

Invoice # : 632375
Project : 61-200186
Invoice Group : **
Invoice Date : 4/4/2023

Attentior Sid Lockhart

For Professional Services Rendered from **2/18/2023 - 3/24/2023**

Provide Engineering Services for OMID NI-EA Contract No.1 PCI-4 Rehabilitation Project and CS-9 Gate Installation Project D-425

Task 01	NI-EA OMID Contract No. 1 CCA	\$2,262,847.00
Task 02	OMID CS-9 Gate CCA	\$217,468.00
	Preliminary Budget Amount	\$2,480,315.00
	Percent Complete:	91.60%

Analysis of Costs		This Invoice	Cumulative
Direct Salaries		\$ 29,691.42	\$ 505,012.74
Overhead %	188.00	55,819.87	949,423.96
Total Regular Labor Expense		85,511.29	1,454,436.70
Total Direct Labor		85,511.29	1,454,436.70
Profit / Fixed Fee %	12.00	10,261.35	174,532.43
Direct Expenses Charge		4,195.64	39,432.92
Expense Multiplier %	5.00	209.78	1,971.63
Direct Subcontractor Charge		4,547.52	567,507.37
Subcontractor/Subconsultant Multiplier %	6.00	272.86	34,050.52
Direct Unit Rate Charge		0.00	0.00
Total Other Direct Charges Reimbursables		9,225.80	642,962.44
Total Costs:		104,998.44	2,271,931.57
Total Due This Invoice		\$ 104,998.44	\$ 2,271,931.57



**84917- 6010101 - 149015 - 731458 - 2603 - 1-3309-
ch 21 - engcon v#4716 - li#24138 - exp. 12/31/23**

Omi Drain Drainage District
One Public Works Drive
Building 95 West
Waterford, MI 48328

Invoice # : 632378
Project : 61-200280
Invoice Group : CMT
Invoice Date : 4/4/2023

Attention: Sid Lockhart

For Professional Services Rendered from **1/28/2023 - 3/24/2023**

Provide Engineering and Consulting Services regarding NESPS Pumping and Electrical System Upgrade (D-421)

Task 01	CMT Services	\$130,138.00
Task 02	Tnemec Coating Observation	\$0.00
	Preliminary Budget Amount	\$130,138.00
	Percent Complete:	93.53%

Analysis of Costs	This Invoice	Cumulative
Direct Salaries	\$ 828.97	\$ 32,404.14
Overhead %	188.00 1,558.46	60,919.80
Total Regular Labor Expense	2,387.43	93,323.94
Total Direct Labor	2,387.43	93,323.94
Profit / Fixed Fee %	12.00 286.49	11,198.88
Direct Expenses Charge	422.86	16,363.51
Expense Multiplier %	5.00 21.14	818.17
Direct Subcontractor Charge	0.00	10.00
Subcontractor/Subconsultant Multiplier %	6.00 0.00	0.60
Direct Unit Rate Charge	0.00	0.00
Total Other Direct Charges Reimbursables	444.00	17,192.28
Total Costs:	3,117.92	121,715.10
Total Due This Invoice	\$ 3,117.92	\$ 121,715.10



NTH Consultants, Ltd.
 Infrastructure Engineering
 and Environmental Services

82912 - 6010101 - 149662 - 731458- 2603 - Ch. 21 - v#238 - li#24138 - exp. 12/31/23

Omi Drain Drainage District
 One Public Works Drive
 Building 95 West
 Waterford, MI 48328

Invoice # : 632379
 Project : 61210124
 Invoice Group : **
 Invoice Date : 4/4/2023

Attention: Sid Lockhart

For Professional Services Rendered from **2/18/2023** - **3/24/2023**

Consulting Services Regarding 2021 OMID System Inspection

Task 01 Inspection and Reporting \$526,974.00
 Preliminary Budget Amount \$526,974.00
 Percent Complete: 55.35%

Analysis of Costs	This Invoice	Cumulative
Direct Salaries	\$ 43.71	\$ 17,282.55
Overhead %	188.00 82.17	32,491.18
Total Regular Labor Expense	125.88	49,773.73
Total Direct Labor	125.88	125.88
Profit / Fixed Fee %	12.00 15.11	5,972.85
Direct Expenses Charge	0.00	855.92
Expense Multiplier %	5.00 0.00	42.82
Direct Subcontractor Charge	642.86	221,726.40
Subcontractor/Subconsultant Multiplier %	6.00 38.57	13,303.59
Direct Unit Rate Charge	0.00	0.00
Total Other Direct Charges Reimbursables	681.43	235,928.73
Total Costs:	822.42	291,675.31
Total Due This Invoice	\$ 822.42	\$ 291,675.31



NTH Consultants, Ltd.
 Infrastructure Engineering
 and Environmental Services

OMI Drain Drainage District
 One Public Works Drive
 Building 95 West
 Waterford, MI 48328

Invoice # : 632381
 Project : 61210495
 Invoice Group :
 Invoice Date : 4/4/2023

Attention: Sid Lockhart

For Professional Services Rendered from 1/28/2023 - 3/24/2023

Authorization per Engineering Work Order D 439 date 12/03/2021
 82912-149662-730639-Cont#1-2603 Exp (12/31/21-Rev)
 82912- 6010101- 149662-730639- 2603 - Ch.21 - v# 4716 - li #24138 - exp. 12/31/23

Additional OMID NESPS Maintenance Engineering Services

Task 01	NESPS Health and Safety Audit	\$16,137.00
Task 02	Control Structure 6 (CS-6) Emergency Bypass System Design	\$39,643.00
Task 03	Wet Wall Screen Cleaning Equipment	\$17,069.00
Task 04	Control Structure Gate Inspection	\$10,022.00

Preliminary Budget Amount \$82,871.00
 Percent Complete: 99.98%

Analysis of Costs		This Invoice	Cumulative
Direct Salaries		\$ 1,975.51	\$ 19,420.77
Overhead %	188.00	<u>3,713.96</u>	<u>36,511.05</u>
Total Regular Labor Expense		5,689.47	55,931.82
Total Direct Labor		5,689.47	55,931.82
Profit / Fixed Fee %	12.00	682.74	6,711.82
Direct Expenses Charge		0.00	495.03
Expense Multiplier %	5.00	0.00	24.76
Direct Subcontractor Charge		0.00	18,573.30
Subcontractor/Subconsultant Multiplier %	6.00	0.00	1,114.41
Total Other Direct Charges Reimbursables		<u>0.00</u>	<u>20,207.50</u>
Total Costs:		<u>6,372.21</u>	<u>82,851.14</u>
Total Due This Invoice		<u>\$ 6,372.21</u>	<u>\$ 82,851.13</u>



NTH Consultants, Ltd.
 Infrastructure Engineering
 and Environmental Services

82912 - 149090 - 730639 - 2603 - Ch 21 - v#4716 exp. 12/31/23
 li#24138

OMI Drain Drainage District
One Public Works Drive
Building 95 West
Waterford, MI 48328

Invoice # : 632386
Project : 61-210313
Invoice Group : **
Invoice Date : 4/4/2023

Attentior Sid Lockhart

For Professional Services Rendered from 1/28/2023 - 3/24/2023

Consulting Services Regarding Additional OMID Rehabilitation Program 2021 Closeout Services and As-Needed NESPS Maintenance Tasks

Task 01	Contract 3 NESPS Rehab Closeout	\$9,563.00
Task 02	PCI-4 Liner Deterioration Closeout	\$10,939.00
Task 03	Discharge Pipe Coating Rehabilitation	\$27,930.00
Task 04	NESPS Wet Well Sediment Survey	\$19,639.00
	Preliminary Budget Amount	\$68,071.00
	Percent Complete:	70.90%

Analysis of Costs	This Invoice	Cumulative
Direct Salaries	\$ 0.00	\$ 8,749.36
Overhead %	188.00 0.00	16,448.78
Total Regular Labor Expense	0.00	25,198.14
Total Direct Labor	0.00	25,198.14
Profit / Fixed Fee %	12.00 0.00	3,023.77
Direct Expenses Charge	0.00	0.00
Expense Multiplier %	5.00 0.00	0.00
Direct Subcontractor Charge	249.90	19,087.24
Subcontractor/Subconsultant Multiplier %	5.00 12.50	954.38
Total Other Direct Charges Reimbursables	262.40	20,041.62
Total Costs:	262.40	48,263.53
Total Due This Invoice	\$ 262.40	\$ 48,263.53



PM Technologies
28294 Beck Road, Wixom, Michigan 48393 United States
(248) 374-6405

BILL TO

County Of Oakland
A Michigan Constitutional Corp
Detroit, MI 48234 USA

82912-6010101-149090-730660-5821 - CH. 21

INVOICE 75667331	INVOICE DATE Feb 23, 2023
---------------------	------------------------------

JOB ADDRESS

Northeast Sewage Pumping Station - Generator 3
11001 East State Fair Avenue
Detroit, MI 48234 USA

Completed Date: 2/23/2023
Payment Term: NET 10 DAYS
Due Date: 3/5/2023

TASK	DESCRIPTION	QTY	PRICE	TOTAL
PMA - 4HR LOAD BANK	4 Hour Load Bank (For burning of exhaust slobber build up. ability to provide the required horsepower over time, frequency stability and the alternators ability to provide voltage stability and output)	1.00	\$6,350.00	\$6,350.00

CAT/KATO A269500000 13669-03

SUB-TOTAL	\$6,350.00
TOTAL DUE	\$6,350.00
BALANCE DUE	\$6,350.00

Thank you for choosing PM Technologies

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

TM-3-26-23

Sign here

Date 2/23/2023

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by PM Technologies has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.



PM Technologies
28294 Beck Road, Wixom, Michigan 48393 United States
(248) 374-6405

BILL TO

County Of Oakland
A Michigan Constitutional Corp
Detroit, MI 48234 USA

82912-6010101-149090-730660-5821 - CH. 21

INVOICE 75674891	INVOICE DATE Mar 01, 2023
----------------------------	-------------------------------------

JOB ADDRESS

Northeast Sewage Pumping Station - Generator 1
11001 East State Fair Avenue
Detroit, MI 48234 USA

Completed Date: 3/1/2023
Payment Term: NET 10 DAYS
Due Date: 3/11/2023

TASK	DESCRIPTION	QTY	PRICE	TOTAL
PMA - 4HR LOAD BANK	4 Hour Load Bank (For burning of exhaust slobber build up, ability to provide the required horsepower over time, frequency stability and the alternators ability to provide voltage stability and output)	1.00	\$6,350.00	\$6,350.00 ✓

CAT/KATO A269500000 13669-05

SUB-TOTAL \$6,350.00

TOTAL DUE \$6,350.00

BALANCE DUE \$6,350.00 ✓

Thank you for choosing PM Technologies

TM-3-26-23

POSTED
3-26



PM Technologies
 28294 Beck Road, Wixom, Michigan 48393 United States
 (248) 374-6405

BILL TO

County Of Oakland
 A Michigan Constitutional Corp
 Detroit, MI 48234 USA

82912-6010101-149090-730660-5821 - CH. 21

INVOICE 75698804	INVOICE DATE Mar 13, 2023
----------------------------	-------------------------------------

JOB ADDRESS

Northeast Sewage Pumping Station - Generator 2
 11001 East State Fair Avenue
 Detroit, MI 48234 USA

Completed Date: 3/13/2023
Payment Term: NET 10 DAYS
Due Date: 3/23/2023

TASK	DESCRIPTION	QTY	PRICE	TOTAL
PMA - 4HR LOAD BANK	4 Hour Load Bank (For burning of exhaust slobber build up, ability to provide the required horsepower over time, frequency stability and the alternators ability to provide voltage stability and output)	1.00	\$6,350.00	\$6,350.00 ✓

CAT/KATO A269500000 13669-04

SUB-TOTAL \$6,350.00

TOTAL DUE \$6,350.00

BALANCE DUE \$6,350.00 ✓

Thank you for choosing PM Technologies

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

TM-3-26-23

Sign here

Date 2/21/2023

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by PM Technologies has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.



Oakland County Water Resources Commissioner
Attn: Sid Lockhard, P.E.
One Public Works Drive
Building 95-West
Waterford 48328

March 9, 2023

Invoice No: 03559.01 - 33

**84917 - 6010101 - 149015 - 731458- 6096- 1-3308 - ch21 - engcon - v#16918
- exp. 5/29/23**

Project 03559.01 Oakland-Macomb Interceptor Drainage 2020

Professional Services from February 1, 2023 to February 28, 2023

Task 1.0 Oakland-Macomb Interceptor Drainage 2020

Professional Personnel

	Hours	Rate	Amount	
Zann, John	54.00	110.00	5,940.00	
Totals	54.00		5,940.00	
Total Labor				5,940.00

Additional Fees

Overhead	149.10 % of 5,940.00		8,856.54	
Profit	10.00 % of 14,796.54		1,479.65	
Total Additional Fees			10,336.19	10,336.19

Total this Task \$16,276.19

Billing Limits

	Current	Prior	To-Date
Total Billings	16,276.19	363,430.42	379,706.61
Limit			450,000.00
Remaining			70,293.39

Total this Invoice \$16,276.19

Please remit payment to PMA CONSULTANTS LLC, PO BOX 675234, DETROIT, MI 48267-5234. Please direct any questions regarding this invoice to Samantha Zeisler, Project Administrator, at 734-418-7897 or szeisler@pmaconsultants.com



Oakland County Water Resources Commissioner
Attn: Sid Lockhard, P.E.
One Public Works Drive
Building 95-West
Waterford 48328

April 10, 2023

Invoice No: 03559.01 - 34

**84917 - 6010101 - 149015 - 731458- 6096- 1-3308 - ch21 - engcon - v#16918
- exp. 5/29/2**

Project 03559.01 Oakland-Macomb Interceptor Drainage 2020

Professional Services from March 1, 2023 to March 31, 2023

Task 1.0 Oakland-Macomb Interceptor Drainage 2020

Professional Personnel

	Hours	Rate	Amount	
Zann, John	60.00	110.00	6,600.00	
Totals	60.00		6,600.00	
Total Labor				6,600.00

Additional Fees

Overhead	149.10 % of 6,600.00		9,840.60	
Profit	10.00 % of 16,440.60		1,644.06	
Total Additional Fees			11,484.66	11,484.66

Total this Task \$18,084.66

Billing Limits

	Current	Prior	To-Date
Total Billings	18,084.66	379,706.61	397,791.27
Limit			450,000.00
Remaining			52,208.73

Total this Invoice \$18,084.66

Please remit payment to PMA CONSULTANTS LLC, PO BOX 675234, DETROIT, MI 48267-5234. Please direct any questions regarding this invoice to Samantha Zeisler, Project Administrator, at 734-418-7897 or szeisler@pmaconsultants.com



Rotor Electric Company of Michigan, LLC.

9522 GRINNELL
DETROIT, MI 48213-1151
PHONE (313) 891-0331 FAX (313) 921-5310
"AN EQUAL OPPORTUNITY EMPLOYER"

INVOICE

OMID
1 PUBLIC WORKS DRIVE
WATERFORD, MI 48328-

Customer
PO Number
Professional Services Contrac

Job Number	Sub Job	Contract Number	Date Performed	Application	
				Date	Number
719707	0	001	10/28/2022	11/28/2022	12545

JOEL BROWN

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	SWITCHGEAR MAINTENANCE AND TESTING	\$1,318.50		\$1,318.50	\$1,318.50		
Totals:		\$1,318.50		\$1,318.50	\$1,318.50		
Less Retained:							
Invoice Total:				\$1,318.50			

PUMP P2 KNIFE GATE PERMISSIVE

WO #762

**82912 - 6010101 - 149090- 730660 - 5807- Ch. 21 - v# 22125-
li#42614 - exp. 6/25/25**

TM-3-9-23

complete electrical construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



Rotor Electric Company of Michigan, LLC.

9522 GRINNELL
DETROIT, MI 48213-1151
PHONE (313) 891-0331 FAX (313) 921-5310
"AN EQUAL OPPORTUNITY EMPLOYER"

INVOICE

OMID
1 PUBLIC WORKS DRIVE
WATERFORD, MI 48328-

Customer
PO Number
Professional Services Contrac

Job Number	Sub Job	Contract Number	Date Performed	Application	
				Date	Number
719707	0	001	6/16/2022	11/28/2022	12548

JOEL BROWN

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	SWITCHGEAR MAINTENANCE AND TESTING	\$13,186.66		\$13,186.66	\$13,186.66		
Totals:		\$13,186.66		\$13,186.66	\$13,186.66		
Less Retained:							
Invoice Total:				\$13,186.66			

DESIGN REVIEW

AND OVERSITE SERVICES

EXISTING GENERATOR SYSTEM

INT WITH NEW SWITCHGEAR

WO #661

**82912 - 6010101 - 149090- 730660 - 5807- Ch. 21 - v# 22125-
li#42614 - exp. 6/25/25**

TM-3-9-23

complete electrical construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



Invoice

Customer Number OCW985	Invoice Number MRI-13903		
Contact Terry Moore	Order Date 2/9/2023	Shipped Date 3/28/2023	Invoice Date 3/29/2023

Bill To

Oakland County Water Resources
 Attn: Accounts Payable
 155 N Opdyke Road
 PONTIAC, MI 48342

Ship To

Kennedy Industry
 4925 Holtz Drive
 WIXOM, MI 48393

Ship Via York Driver	Terms Net 30	Received By Steve Bell	Customer PO Contract 9230	Original Order # A4101
ID M15051	Model 80DLFMU650.54	Job Type Pump		
Make Ebara	Serial # C7535/1/1			

Qty	Ship	Description	Sales Price	Total
		AC Motor Recondition: Pickup by our truck, disassemble & inspect, detailed mechanical inspection, clean parts, bake & reinsulate windings, dynamic balance, paint parts, install new bearings, surge test, re-assemble and run test, paint, Weld, Clean / sand blast parts, Replace seals, Rebuild pump assembly		5,450.00

REBUILD SUBMERSIBLE PUMP USING OEM PARTS
 - Price Includes New Cord Assembly

Reason for Repair

Repair pump
 Submersible 7.5hp 460v 10.8amps

Tech/Follow-Up SU
Shipper # 0118976

TM-4-6-23

***PLEASE NOTE:** Remittance advice should be emailed to accountsreceivable@yorkrepair.com to ensure payment is posted accurately. Send invoice inquiries to accountsreceivable@yorkrepair.com or call 989-684-7460

Subtotal:	5,450.00
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	5,450.00

Thank You!

Our Tax ID: 38-2185614

Your Tax ID:

Sales Tax Code 1: No Sales Tax on Sales

Agenda Item No. 14

Other Business

Agenda Item No. 15

Adjourn