

**NOTICE OF MEETINGS**  
**DRAINAGE BOARD FOR THE FOLLOWING DRAINS:**

1. Acacia Park CSO Drain
2. Birmingham CSO Drain
3. Bloomfield Village CSO Drain
4. George W. Kuhn Drain
5. Evergreen-Farmington Sanitary Sewer Drain
6. Clinton River Water Resource Recovery Facility
7. Joseph Jones Drain
8. Mainland Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE IN THE OAKLAND COUNTY PUBLIC WORKS BUILDING, ONE PUBLIC WORKS DRIVE, WATERFORD, MICHIGAN, AND VIA **MICROSOFT TEAMS** AT 2 P.M., ON **TUESDAY, DECEMBER 19, 2023**, TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAINAGE BOARDS. THOSE WHO WISH TO PARTICIPATE REMOTELY MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE. ALL BOARD MEMBERS WILL BE PARTICIPATING IN-PERSON.

DURING THE MEETING, THERE WILL BE AN AGENDA ITEM FOR PUBLIC COMMENT, DURING WHICH THE PUBLIC MAY PROVIDE INPUT OR ASK QUESTIONS OF THE BOARD. IN THE EVENT A MEMBER OF THE PUBLIC WOULD LIKE TO SUBMIT THEIR INPUT OR QUESTIONS TO BE READ AT THE MEETING BY THE BOARD CHAIRPERSON, PLEASE PROVIDE THE INPUT OR QUESTIONS IN WRITING TO STEPHANIE LAJDZIAK AT [LAJDZIAKS@OAKGOV.COM](mailto:LAJDZIAKS@OAKGOV.COM). PERSONS WITH DISABILITIES WHO NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT STEPHANIE LAJDZIAK AT [LAJDZIAKS@OAKGOV.COM](mailto:LAJDZIAKS@OAKGOV.COM).

JIM NASH  
Oakland County Water Resources Commissioner  
Telephone: 248-858-0958

Posted by: December 15, 2023

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# Microsoft Teams meeting

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## **1. Acacia Park CSO**

## **AGENDA**

### **DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN**

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of November 28, 2023
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$48,333.34
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE ACACIA PARK CSO DRAIN**

November 28, 2023

A meeting of the Drainage Board for the Acacia Park CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of November 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held October 24, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

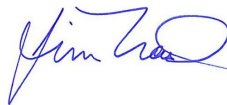
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$11,315.64 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$11,315.64.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



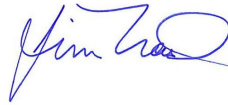
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Acacia Park CSO Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of November 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Acacia Park CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: November 28, 2023

MEMO TO: Mr. Jim Nash, Chairman  
of the Drainage Board for the ACACIA PARK CSO DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

DATE: December 19, 2023

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices  
for the period ending December 15, 2023

<u>G/L Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
12/7/2023	V # SINV00226971	Evoqua Water Technologies LLC	Invoice # 906194625 - Equipment	\$ 48,333.34
			Project # 1-7329 Total	\$ 48,333.34
			Total	\$ 48,333.34

## **2. Birmingham CSO**



## **AGENDA**

### **DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN**

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of October 23, 2023
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$48,333.34
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE BIRMINGHAM CSO DRAIN**

October 24, 2023

A meeting of the Drainage Board for the Birmingham CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 24<sup>th</sup> day of October 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held August 22, 2023, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A request for approval of reimbursement of the Evergreen Farmington Fund in the amount of \$109,761.51 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the reimbursement to the Evergreen Farmington Fund in the amount of \$109,761.51.

ADOPTED: Yeas - 3  
Nays - 0

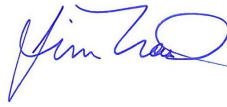
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$20,872.88 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$20,872.88.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham and Mr. Woodward.

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Jim Nash". The signature is fluid and cursive, with a large loop at the end.

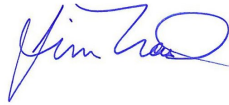
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Birmingham CSO Drain, Oakland County, Michigan, held on the 24<sup>th</sup> day of October 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for Birmingham CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: October 24, 2023

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the BIRMINGHAM CSO DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

**DATE:** December 19, 2023

**SUBJECT:** Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices for the period ending December 15, 2023

<u>G/L Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
12/7/2023	V # SINV00226971	Evoqua Water Technologies LLC	Invoice # 906194625 - Equipment	\$ 48,333.34
			<b>Subtotal Project # 1-7330</b>	<b>\$ 48,333.34</b>
			<b>Total</b>	<b>\$ 48,333.34</b>

### **3. Bloomfield Village CSO**

## **AGENDA**

### **DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN**

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of November 28, 2023
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$48,333.34
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE BLOOMFIELD VILLAGE CSO DRAIN**

November 28, 2023

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of November 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held October 24, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

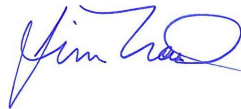
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$61,149.64 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$61,149.64.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



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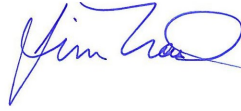
Jim Nash, Chairperson



STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of November 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for Bloomfield Village CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: November 28, 2023

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the BLOOMFIELD VILLAGE CSO DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

**DATE:** December 19, 2023

**SUBJECT:** Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices for the period ending December 15, 2023

<u>G/L Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
12/7/2023	V # SIN00226971	Evoqua Water Technologies LLC	Invoice # 906194625 - Equipment	<u>\$ 48,333.34</u>
			<b>Total Project 1-7322</b>	<u>\$ 48,333.34</u>
			<b>Total</b>	<u>\$ 48,333.34</u>

**Chapter 20 Drainage Board Meeting**  
Regular Meeting – Tuesday, December 19, 2023

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**4. George W. Kuhn Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN**

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of November 28, 2023
3. Public Comments
4. Present Memorandum from Gary Nigro, P.E., Manager, dated December 19, 2023, requesting the Board authorize the Chairperson to execute documents necessary to extend the expiration date of the existing agreement from December 21, 2023 to June 30, 2024
5. Present Memorandum from Lesli Maes, P.E., Operations Engineer, dated December 19, 2023, requesting the Board authorize the Chairperson to execute the amended Operations Interface Agreement between the Drainage District and the Michigan Department of Transportation
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$36,676.83
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE GEORGE W. KUHN DRAIN**

November 28, 2023

A meeting of the Drainage Board for the George W. Kuhn Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of November 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held October 24, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A memorandum from Jen Cook, P.E., Civil Engineer III, dated November 28, 2023, requesting the Board to approve the use of the Drainage District's reserve fund for an amount not to exceed \$1 million and to approve Hubbell, Roth, & Clark's proposal in the amount not to exceed \$117,000 was presented. It was moved by Markham, supported by Nash, to approve the use of the Drainage District's reserve fund for an amount not to exceed \$1 million and to approve Hubbell, Roth, & Clark's proposal in the amount not to exceed \$117,000 as presented.

ADOPTED: Yeas - 2  
Nays - 0

Construction Estimate No. 3 for Dan's Excavating for Construction of the I-75 Tunnel Pump Station Alternate Outlet in the amount of \$48,439.72 was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 3 for Dan's Excavating for Construction of the I-75 Tunnel Pump Station Alternate Outlet in the amount of \$48,439.72 as presented.

ADOPTED: Yeas - 2  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$37,024.27 (as attached) was presented. It was moved by

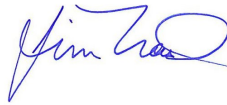
Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$37,024.27.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



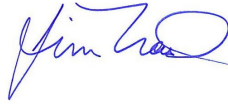
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the George W. Kuhn Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of November 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for George W. Kuhn Drain Drainage District.



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Jim Nash, Chairperson

Dated: November 28, 2023

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairperson  
George W. Kuhn Drain Drainage District

**FROM:** Gary Nigro, P.E., Manager

**SUBJECT:** Extension of Existing Temporary Easement Agreement to Complete Construction of MDOT's Stormwater Pump Station associated with the I-75 Modernization Project and Restore District Property

**DATE:** December 19, 2023

The Michigan Department of Transportation's (MDOT) contractor, MI 75 Constructors, LLC., has requested the existing temporary easement within property owned by the district be extended until June 30, 2024. The existing easement will expire on December 31, 2023. Extension of the existing agreement will allow MDOT to finalize construction and perform any necessary restoration.

The attached temporary easement agreement extension has been executed by MI 75 Constructors to extend terms of the existing agreement until June 30, 2024.

**Requested Action: Authorize the chairperson to execute documents necessary to extend the expiration date of the existing agreement from December 31, 2023 to June 30, 2024.**



**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**EXTENSION**

KNOW ALL MEN BY THESE PRESENTS, that the **GEORGE W. KUHN DRAIN DRAINAGE DISTRICT** ("Drainage District"), a Michigan Statutory Corporation, acting through the Drainage Board for the **GEORGE W. KUHN DRAIN** ("Drain") pursuant to Act No. 40 of the Public Acts of 1956 ("Drain Code"), as amended whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Waterford, Michigan 48328-1907, GRANTOR, for and in consideration of the sum of **ONE DOLLAR (\$1.00)** receipt of which is hereby acknowledged, paid to them by **MI 75 Constructors, LLC**, GRANTEE, whose address is 12955 23 Mile Road, Shelby Township, Michigan 48315. GRANTOR does hereby grant to the said GRANTEE the right to use the Temporary Easement Area described herein in accordance with the terms and conditions set forth herein:

**RECITALS:**

A. The GRANTOR is the owner of certain real property described as follows (the "Premises"):

Commencing at the Southeast corner of Section 11, T. 01 N., R.11 E., City of Madison Heights, Oakland County, Michigan, thence along the South line of said Section 11, S 87° 44' 30" W, 642.42 ft. and N 01° 45' 23" W, 1466.47 to the POINT OF BEGINNING; thence S 83° 57' 31" W, 88.15 ft.; thence S 44° 17' 15" W, 548.27 ft.; thence S 61° 02' 30" W, 390.07 ft.; thence S 61° 02' 30" W, 74.30 ft.; thence S 80° 48' 55" W, 213.17 ft.; thence S 80° 48' 56" W, 404.81 ft.; thence S 32° 44' 23" W, 239.86 ft.; thence N 02° 02' 41" W, 421.35 ft.; thence N 34° 08' 31" E, 1.96 ft.; thence N 80° 57' 13" E, 544.77 ft.; thence N 80° 57' 13" E, 108.44 ft.; thence N 61° 02' 23" E, 190.44 ft.; thence N 61° 02' 28" E, 223.38 ft.; thence N 44° 06' 10" E, 603.02 ft.; thence N 83° 29' 52" E, 197.18 ft.; thence S 01° 45' 15" E, 254.26 to the point of beginning.

*Sidwell No: 25-11-427-008 (from Liber 5673 Page 754, Liber 5699 Page 346 & Liber 5699 Page 345)*

*Commonly known as 1400 Ajax Drive*

Also;

Part of the West 1/2 of the Southeast 1/4 of Section 11, T.01N., R.11E., Royal Oak Township, City of Madison Heights, Oakland County, Michigan described as: Beginning at a point located N. 87°46'20" E., 890.77 ft. and N. 01°21'20" W., 1091.34 ft. from the South 1/4 corner of said Section 11: thence S 80° 57' 13" W., 546.67 ft.; thence S 34° 08' 21" W., 1.28 ft.; thence N 02° 01' 18" W., 163.35 ft. along the East right-of-way line of I-75 Hwy.;

thence N 87° 58' 42" E., thence N 64° 23' 35" E., 157.89 ft.; thence N 85° 54' 45" E., 266.18 ft.; thence N 12° 19' 28" E., 70.01 ft.; thence N 80° 31' 23" E., 71.25 ft.; thence N 63° 55' 03 "E., 13.74 ft.; thence S 01° 21' 12" E, 250.92'E., 250.91 ft. to the point of beginning.

**As recorded in L 31504 P 686 as follows:**

Part of the West 1/2 of the Southeast 1/4 of Section 11, T.01N., R.11E., Royal Oak Township, City of Madison Heights, Oakland County, Michigan described as: Beginning at a point located N. 88°32'10" E., 890.77 ft. and N. 00°35'30" W., 1091.34 ft. from the South 1/4 corner of said Section 11: thence S. 81°43'00" W., 546.67 ft.; thence S. 34°55'10" W., 1.28 ft.; thence N. 01°15'31" W., 163.35 ft. along the East right-of-way line of I-75 Hwy.; thence N. 88°44'29" E., 35.00 ft.; thence N. 65°09'22" E., 157.89 ft.; thence N. 86°40'32" E., 266.18 ft.; thence N. 13°05'15" E., 70.01 ft.; thence N. 81°17'10" E., 71.25 ft.; thence N. 64°40'50" E., 13.74 ft.; thence S. 00°35'30"E., 250.91 ft. to the point of beginning.

**Sidwell No: 25-11-403-009**

**Commonly known as 1400 Ajax Drive# Backlot**

and,

B. The GRANTEE desires to acquire from the GRANTOR certain temporary rights to the Premises for construction activities.

**IT IS THEREFORE AGREED:**

- 1. Grant of Temporary Easement.** Grantor hereby grants to Grantee a temporary easement for construction staging described as follows, and which shall terminate upon completion of construction being no later than **June 30<sup>th</sup>, 2024:**

**EASEMENT AREA 6**

THE LAND REFERRED TO IS DESCRIBED AS FOLLOWS: CITY OF MADISON HEIGHTS, COUNTY OF OAKLAND, STATE OF MICHIGAN TOWN 1 N, RANGE 11 E, SECTION 11, COMMENCING AT THE NORTHWEST LOT CORNER OF TAX ID# 25-11-427-008; THENCE N 34°08' 31" E, 1.96 FEET; THENCE N 80° 57' 13" E, 57.52 FEET TO THE POINT OF BEGINNING THENCE N 80° 57' 13" E, 418.75 FEET; THENCE S 4° 53' 45" E, 76.85 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 136.63 FEET, AND A CHORD BEARING AND DISTANCE OF S 22° 39' 24" E, 64.05 FEET, AN ARC DISTANCE OF 64.65 FEET; THENCE S 84° 59' 35" W, 364.72 FEET; THENCE N 38° 41' 45" W, 130.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,933.30 SQ FT. OR 1.10 ACRES MORE OR LESS OF LAND.

**EASEMENT AREA 7**

THE LAND REFERRED TO IS DESCRIBED AS FOLLOWS: CITY OF MADISON HEIGHTS, COUNTY OF OAKLAND, STATE OF MICHIGAN TOWN 1 N, RANGE 11 E, SECTION 11, COMMENCING AT THE SOUTHWEST LOT CORNER OF TAX ID# 25-11-427-009 THENCE N 34°08' 31" E, 1.28 FEET AND N80° 57' 13"E, 57.52 FEET TO THE POINT OF BEGINNING THENCE N 34° 11' 19" W, 37.83 FEET; THENCE N 3° 16' 39" W, 123.29; THENCE N 64° 23' 35" E, 157.89 FEET; THENCE N 85° 54' 45" E, 266.18 FEET; THENCE N 12° 19' 28" E, 63.63

FEET; THENCE S 4° 53' 45" E, 238.79 FEET; THENCE S 80° 57' 13" W, 418.75 FEET TO THE POINT OF BEGINNING.  
CONTAINING 81,332.18 SQ FT. OR 1.87 ACRES MORE OR LESS OF LAND.

**EASEMENT AREA 8**

THE LAND REFERRED TO IS DESCRIBED AS FOLLOWS: CITY OF MADISON HEIGHTS, COUNTY OF OAKLAND, STATE OF MICHIGAN TOWN 1 N, RANGE 11 E, SECTION 11, COMMENCING AT THE SOUTHWEST LOT CORNER TAX ID# 25-411-427-008; THENCE N 32° 44' 23" E, 239.86 FEET; THENCE N 80° 48' 56" E, 617.98 FEET TO THE POINT OF BEGINNING; THENCE N 5° 21' 44" E, 25.25 FEET; THENCE S 59° 48' 42" W, 8.55 FEET; THENCE S 85° 27' 36" W, 39.40 FEET; THENCE S 80° 44' 51" W, 31.14 FEET; THENCE S 82° 53' 05" W, 25.41 FEET; THENCE S 85° 37' 10" W, 19.66 FEET; THENCE S 88° 10' 28" W, 28.85 FEET; THENCE N 89° 24' 30" W, 13.38 FEET; THENCE N 83° 07' 27" W, 7.46 FEET; THENCE N 74° 19' 20" W, 4.39 FEET; THENCE N 17° 08' 59" E, 27.07 FEET; THENCE N 81° 10' 54" E, 218.00 FEET; THENCE N 61° 02' 30" E, 271.29 FEET; THENCE S 28° 57' 30" E, 36.00 FEET; THENCE S 61° 02' 30" W, 348.01 FEET TO THE POINT OF BEGINNING.  
CONTAINING 18,579.68 SQ FT. OR 0.43 ACRES MORE OR LESS OF LAND.

2. **Purpose of the Easement.** The temporary easement granted herein shall be used only for the initial construction project in accordance with the permit application prepared by AECOM, Job No. 201438 dated July 14<sup>th</sup>, 2020.

3. **General Conditions.**

a. Except as otherwise agreed in writing between the GRANTOR and GRANTEE, GRANTEE will preserve and protect all trees and shrubbery within the temporary easement during the construction project.

b. Except as otherwise provided herein, if the Premises shall be disturbed by reason of the exercise of the GRANTEE, then the Premises shall be restored to substantially the condition that existed prior to entering upon said Premises by the GRANTEE, its contractors, agents or assigns.

c. GRANTOR retains, reserves, and shall continue to enjoy the use of the temporary easement for any and all purposes which do not interfere with, obstruct the use of or prevent use by GRANTEE.

d. GRANTEE agrees to limit all vehicles, equipment and materials on, over and across GRANTOR's existing subsurface retention basin per the attached structural analysis prepared by FK Engineering Associates. Notwithstanding this limitation, GRANTEE and its contractors, subcontractors, and agents are solely responsible for any damages and any and all costs to repair damages to GRANTOR's facilities above or below surface of the property caused by the GRANTEE's use of the temporary easement.

e. To the extent permitted by law GRANTEE and its successors or assigns, shall indemnify the GRANTOR against, and shall forever hold the GRANTOR harmless from, any and all losses, liability, actions, claims, demands, costs, expenses, injuries or damages of any kind whatsoever which may be brought or made which shall be caused by or arise out of any use of the premises by GRANTEE and its successors, assigns, guests, visitors, invitees, licensees, and any other person coming upon the premises.

f. Prior to the Effective Date of this agreement and continuing for the duration of use of the premises, GRANTEE shall obtain and maintain General Liability Insurance with GRANTOR listed as an additional named insured protecting the GRANTOR from any and all claims arising from use of the premises. The GRANTEE will provide proof of insurance to GRANTOR prior to construction activities on the premises.

g. It is understood that the easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not materially affect GRANTEE'S use of the Temporary Easement.

h. This Easement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, representatives, successors and assigns.

i. A map of the above-described Temporary Easement is attached hereto.

j. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement must be in writing and must be signed by the party to be charged.

k. This Easement 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 Easement 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.

l. It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between GRANTOR and GRANTEE in any way related to the subject matter hereof, except as expressly stated herein.

m. If any provision of this Temporary Easement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Temporary Easement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

*(Remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the GRANTOR has hereunto affixed their signature(s) this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

**GEORGE W. KUHN DRAINAGE DISTRICT,**  
a Michigan Statutory Corporation, acting through the  
**George W. Kuhn Drainage Board**

By: \_\_\_\_\_

**Jim Nash**

Its: **Chairperson**

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

On this \_\_\_\_\_ day of \_\_\_\_\_, **2023**, before me, a Notary Public in and for said County, personally appeared **JIM NASH** to me personally known, who being by me severally duly sworn did say that he is the Chairperson of the **George W. Kuhn Drainage Board** for the **George W. Kuhn Drainage District**, a corporation created and existing under the laws of the **State of Michigan**, and that the said Temporary Construction Easement Agreement was signed and sealed in behalf of said statutory corporation by authority of its Drainage Board, and the said Chairperson acknowledged the said instrument to be the free act and deed of the said Corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in County of \_\_\_\_\_

*(Additional signature page follows)*

IN WITNESS WHEREOF, the GRANTOR has hereunto affixed their signature(s) this 7<sup>th</sup> day of DECEMBER, A.D., 2023.

**MI 75 Constructors, LLC,  
a Michigan Limited Liability Company**

By:   
**Virgil Klebba**

Its: **Manager**

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN            )  
  )SS.  
COUNTY OF MACOMB        )

On this 7<sup>th</sup> day of DECEMBER, 2023, before me, a Notary Public in and for said County, personally appeared **Virgil Klebba** to me personally known, who being by me severally duly sworn did say that they are the **Manager** of the **MI 75 Constructors, LLC**, a limited liability company created and existing under the laws of the **State of Michigan**, and that the said Temporary Construction Easement Agreement was signed and sealed in behalf of said limited liability company by authority of its **Manager**, and the said **Manager** acknowledged the said instrument to be the free act and deed of the said limited liability company.



JEFFREY S. PARROTT  
My Commission Expires  
October 31, 2028  
County of Oakland  
Acting in the County of OAKLAND

  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in County of \_\_\_\_\_

**This instrument drafted by:**

Jeffrey S. Parrott, Supervisor Right of Way  
Office of the Oakland County Water Resources Commissioner  
Building 95 West  
One Public Works Drive  
Waterford, Michigan 48328-1907

# EASEMENT SKETCH

NOTE: NO FIELD WORK PERFORMED  
DESCRIPTION TAKEN FROM RECORD.

N

SCALE: 1" = 100'

AJAX DRIVE

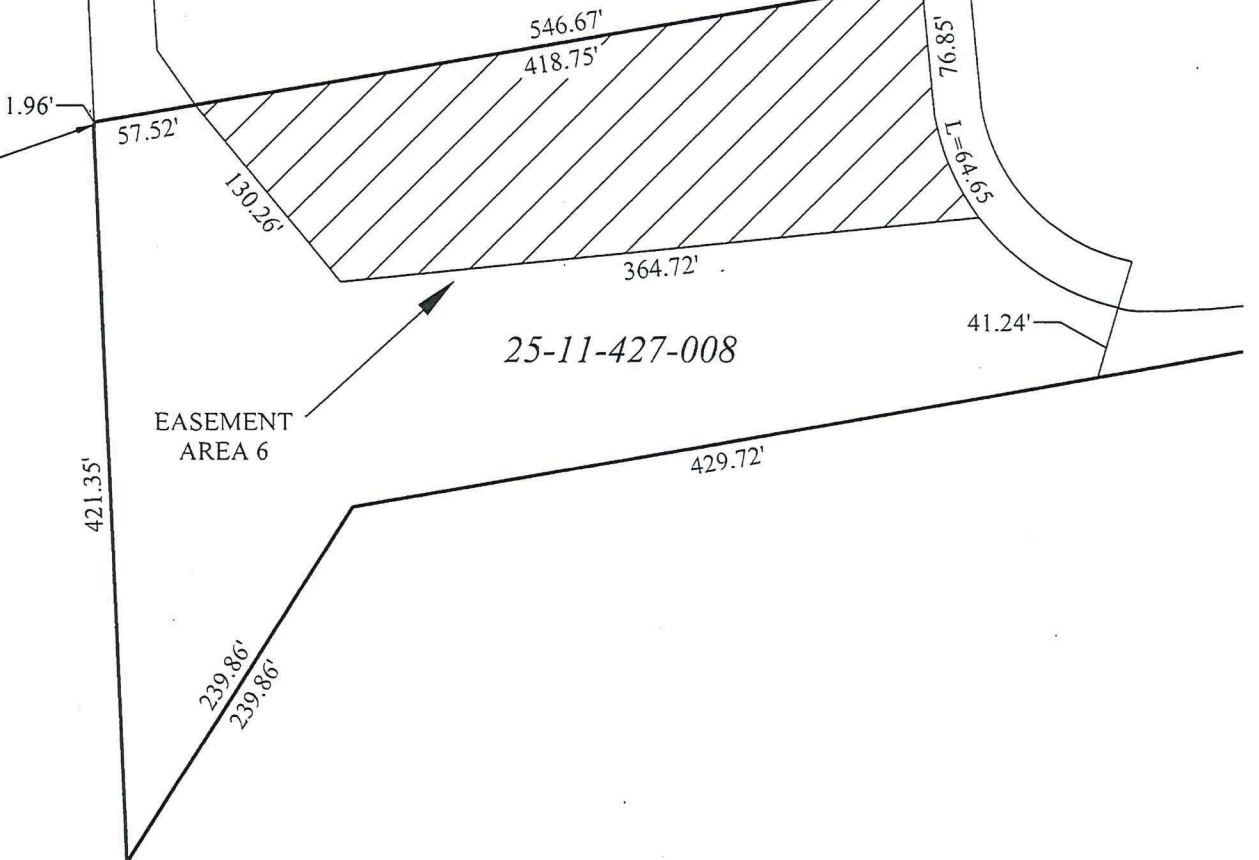
25-11-403-009

P.O.B.  
EASEMENT 6

I-75

EASEMENT  
AREA 6

25-11-427-008



PROJECT: GEORGE W. KUHN DRAIN

09/02/2020

EASEMENT PARCEL NO. 6 DWG. 1 OF 1

TEMPORARY EASEMENT



SIDWELL NO. 25-11-427-008

Part of the Southeast 1/4 of Section 11, T. 01 N., R. 11 E., City of Madison Heights, Oakland County, Michigan

JIM NASH  
OAKLAND COUNTY WATER RESOURCE COMMISSIONER  
Page 1 of 1

Rev.:07/30/2013



# EASEMENT SKETCH

NOTE: NO FIELD WORK PERFORMED  
DESCRIPTION TAKEN FROM RECORD.

N

SCALE: 1" = 100'

AJAX DRIVE

EASEMENT  
AREA 7

25-11-403-009

25-11-427-008

I-75

P.O.B.  
EASEMENT 7

35.00'

163.35'

37.83'

1.28'

421.35'

239.86'

239.86'

123.29'

57.52'

157.89'

266.18'

418.75'

429.72'

41.24'

63.63'

238.79'

PROJECT: GEORGE W. KUHN DRAIN

09/02/2020

EASEMENT PARCEL NO. 7 DWG. 1 OF 1

TEMPORARY EASEMENT



SIDWELL NO. 25-11-403-009

Part of the Southeast 1/4 of Section 11, T. 01 N., R. 11 E., City of Madison Heights, Oakland County, Michigan

JIM NASH  
OAKLAND COUNTY WATER RESOURCE COMMISSIONER

Rev.:07/30/2013

# EASEMENT SKETCH

NOTE: NO FIELD WORK PERFORMED  
DESCRIPTION TAKEN FROM RECORD.



SCALE: 1" = 150'

AJAX DRIVE

25-11-427-008

25-11-403-009

544.77'

36.00'

EASEMENT  
AREA 8

271.29'

348.01'

218.00'

27.07'

4.39'

25.25'

617.98'

P.O.B.  
EASEMENT 8

421.35'

239.86'

7.46'

28.85'

19.66'

25.41'

31.14'

39.40'

8.55'

DARTMOUTH

I-75

PROJECT: GEORGE W. KUHN DRAIN

09/02/2020

EASEMENT PARCEL NO. 8 DWG. 1 OF 1

TEMPORARY EASEMENT



SIDWELL NO. 25-11-427-008

Part of the Southeast 1/4 of Section 11, T. 01 N., R. 11 E., City of Madison Heights, Oakland County, Michigan

JIM NASH  
OAKLAND COUNTY WATER RESOURCE COMMISSIONER

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER****MEMORANDUM**

**TO:** Jim Nash, Chairperson  
George W. Kuhn Drain Drainage District

**FROM:** Lesli Maes, P.E., Operations Engineer

**SUBJECT:** Operations Interface Agreement Amendment with the Michigan Department of Transportation re: I-75 Tunnel Dewatering Pump Station

**DATE:** December 19, 2023

On July 13, 2021, the George W. Kuhn Drain Drainage District entered into an agreement with the Michigan Department of Transportation (MDOT) to coordinate responsibilities regarding the I-75 stormwater Tunnel and Pump Station that was in development as part of the I-75 Modernized Segment 3 MDOT project. The Tunnel and Pump Station construction is nearing substantial completion and, as required by the Agreement, the District and MDOT have finalized the proposed Scope of Services to be performed by the District.

The attached Operational Interface Agreement has been amended to clarify that the Pump Station, as designed and constructed, will have automated operation. The Oakland County Water Resources Commissioner's staff will not operate the Pump Station but will operate and maintain District-owned assets that were designed and installed as part of the alternative outlet from the Pump Station. The Scope of Services to be provided by the District are detailed in Attachment 3 of the Agreement.

**Requested Action: Authorize the Chairperson to execute the amended Operations Interface Agreement between the George W. Kuhn Drain Drainage District and the Michigan Department of Transportation.**

**I-75 MODERNIZATION SEGMENT 3 MDOT/GWKDDD  
OPERATIONS INTERFACE AGREEMENT**

This Operations Interface Agreement ("**Agreement**") is entered into and effective as of 22nd day of June, 2021, and amended this 19<sup>th</sup> day of December, 2023, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, a public agency of the State ("**MDOT**"), and the GEORGE W. KUHN DRAIN DRAINAGE DISTRICT ("**GWKDDD**"), a drainage district formed under Chapter 20 of the Drain Code of 1956 as amended ("**GWKDDD**") and the GWKDDD's authorized agent, the OAKLAND COUNTY WATER RESOURCES COMMISSIONER ("**OCWRC**") (wherein **MDOT** and **GWKDDD** are sometimes collectively referred to as "**Parties**").

**RECITALS**

A. MDOT has procured a design-build-finance-maintain contract from the contractor ("**Project Agreement**") for the Michigan I-75 Modernization Project (Segment 3) DBFM from North of 13 Mile Road to North of 8 Mile Road; Job Number 201438; Control Section 63174, 63103; Federal Project Number 1800-984 ("**Project**"). The Project Agreement requires the contractor, defined as the Developer in Recital B below, to comply with all agreements between MDOT and OCWRC regarding the Project Agreement subject matter. The OCWRC operates and maintains the GWKDDD and is the GWKDDD's authorized agent. The OCWRC has negotiated and is the signor of this Agreement on behalf of the GWKDDD. Consequently, the Parties understand and acknowledge that the Developer is required to comply with this Agreement between the MDOT and the GWKDDD and the OCWRC as its authorized agent.

B. The work to be performed by the contractor, Oakland Corridor Partners, ("**Developer**") for MDOT under the Project Agreement includes the following:

- (i) the design and construction of a storage and drainage tunnel ("**Storage and Drainage Tunnel**") which will collect storm water drainage from I-75 and adjacent service drives from 12 Mile Road to north of 8 Mile Road;
- (ii) the design and construction of a new pump station facility ("**Pump Station**") at or near the George W. Kuhn Retention Treatment Facility ("**GWK RTF**") to pump the storm water from the tunnel into the GWK RTF or otherwise to the GWKDDD system; and
- (iii) the administration, operation, and maintenance of the Storage and Drainage Tunnel and the administration and maintenance of the Pump Station.

C. GWKDDD is the owner of the GWK RTF property where the Storage and Drainage Tunnel terminates, and the Pump Station will be located and discharge storm water from MDOT highways into the GWK RTF or otherwise to the GWKDDD system.

D. The Parties desire to set forth the terms and conditions that the GWKDDD will provide services to MDOT to operate the Pump Station and the flow control from the discharge of the Pump Station to the GWK RTF or otherwise to the GWKDDD system ("**Services**").

E. Because the Developer will administer and maintain the Pump Station and the GWKDDD will operate the Pump Station, MDOT shall require the Developer to interface with the GWKDDD and coordinate its obligations related to the Maintenance Work as set forth in Schedule 17, Technical Requirements, and Section 17, Maintenance Requirements, of the Project Agreement.

F. Capitalized terms used herein which are not defined shall have the same meanings as used in the Project Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and agreements in this Agreement, the Parties agree as follows:

### **1. Commencement Date**

This Agreement shall be effective as of June 22, 2021 ("**Commencement Date**").

### **2. Interface Elements**

The Project and the GWKDDD interfaces are described in **Attachment 1** ("**Interface Elements**").

### **3. Commitments**

3.1. MDOT shall perform and achieve, or require the Developer to perform and achieve, the commitments in **Attachment 2** (the "**MDOT Commitments**") by the deadlines (if any) in **Attachment 2**. GWKDDD shall perform and achieve the commitments in **Attachment 2** (the "**GWKDDD Commitments**") by the deadlines (if any) in **Attachment 2**.

3.2. MDOT shall allow GWKDDD to control the operation of the Pump Station as part of the separated flow system aspect of the Storage and Drainage Tunnel and Pump Station and the Pump Station discharge to the GWK RTF or otherwise to the GWKDDD system as controlled by the GWKDDD.

3.3. At least 30 days before the date on which Developer expects to perform Maintenance Work at the GWK RTF or achieve any of the MDOT Commitments, MDOT shall require Developer to provide to GWKDDD its anticipated Maintenance Work schedule or its schedule to achieve the MDOT Commitments. During the 20-day period following receipt of notice from Developer of the completion of the MDOT Commitments or beginning of Maintenance Work, MDOT and GWKDDD shall be entitled to conduct inspections and review applicable documentation to confirm whether the Developer has performed the Maintenance Work or achieved the MDOT Commitments.

3.4. At least 30 days before the date on which GWKDDD expects to achieve any of the GWKDDD Commitments, GWKDDD shall provide to MDOT its anticipated schedule to achieve the GWKDDD Commitments. During the 20-day period following receipt of notice from GWKDDD of the completion of the GWKDDD Commitments, GWKDDD and MDOT shall conduct inspections and review applicable design documents to confirm whether GWKDDD has achieved the GWKDDD Commitments.

3.5. Requests for design and/or operations change upgrades by GWKDDD will be subject to reimbursement by GWKDDD to MDOT as a “Betterment” if any upgrading is made solely for the benefit of and at the election of GWKDDD, including an increase in the capacity, capability, efficiency or function of an item of Work over that which was provided in the Technical Requirements of the Project Agreement. Any additional compensation payable to the Developer because the Completion Deadline must be extended solely to complete additional Work from upgrades requested by GWKDDD that exceed the Technical Requirements will be borne by GWKDDD. Such additional Work and the cost and time to perform such Work shall be identified in a Change Order executed by MDOT and the Developer and approved by the GWKDDD, which approval shall not be unreasonably withheld or delayed. In no event shall the GWKDDD be liable for any alleged delay costs if the additional Work is not on the Critical Path of the Project or to the extent and for so long as the additional time to perform the additional Work is concurrent with any other unrelated delay to the Critical Path for which any Developer-Related Entity is responsible under the Project Agreement. In no event shall the GWKDDD be liable to MDOT, Developer or any other Developer-Related Entity for any special, incidental, punitive, consequential or any other form of damages which have been waived in Section 39.1 of the Project Agreement. Notwithstanding the foregoing, the following are not considered Betterments: (a) Any upgrading which is required for accommodation of the Project; (b) Replacement devices or materials that are of equivalent standards although not identical; (c) Replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size; (d) Any upgrading required by Applicable law; and (e) Replacement devices or materials that are used for reasons of economy (e.g. non-stocked items may be uneconomical to purchase).

3.6. MDOT shall cause the Developer to take all necessary actions to ensure that the GWK RTF is not damaged as a result of the performance of the MDOT Commitments or Maintenance Work. If the GWK RTF and/or the GWKDDD system are damaged by Developer, its subcontractors or consultants or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, MDOT shall cause those damages to be remediated by the responsible party to the satisfaction of the OCWRC without expense to the GWKDDD. MDOT shall reimburse or cause the OCWRC to be reimbursed for any damage to the GWK RTF and/or the GWKDDD system including the reasonable costs for testing and inspections and compensation paid to any consultants retained by the GWKDDD or the OCWRC, made necessary thereby.

#### **4. General Coordination Obligations**

4.1. MDOT shall fully cooperate with, and require Developer to fully cooperate with, GWKDDD and shall take all commercially reasonable steps, and require Developer to take all commercially reasonable steps, to avoid interfering with the performance of Services by GWKDDD. GWKDDD shall fully cooperate with Developer and MDOT, and shall take all commercially reasonable steps to avoid interfering with the performance of work by Developer and MDOT.

4.2. Within 30 days after the Commencement Date, MDOT and GWKDDD shall jointly:

(a) establish a task force ("**Interface Task Force**") and participate in the Interface Task Force with Developer to manage the relationship between Developer, MDOT and GWKDDD;

(b) schedule principal activities, including meetings, workshops and exchanges of engineering, design, operations, and maintenance planning, schedule and other data, status reports, updates and other deliverables related to the Interface Elements;

(c) establish protocols for site access for operations, maintenance between Developer and GWKDDD to fully coordinate their activities;

(d) schedule meetings as necessary to establish the sequencing of the various work activities and commissioning regarding the Interface Elements between Developer and GWKDDD based on schedules and milestones;

(e) commence technical coordination with the respective designers to assure full accommodation of the Interface Elements;

(f) establish emergency response protocols; and

(g) establish protocols for the exchange of information, the investigation of incidents which have damaged or may cause damage to the Storage and Drainage Tunnel, the Pump Station or the GWK RTF and the development of action plans to prevent, mitigate or remediate any damage to such infrastructure resulting from operations or maintenance activities.

4.3. MDOT and GWKDDD shall each provide the other Party with:

(a) reasonable access to its schedule regarding the Interface Elements;

(b) the opportunity to participate in design reviews, operations and maintenance meetings, and other meetings related to the Interface Elements;

(c) the opportunity to observe operations and maintenance activities, testing, acceptance procedures, and commissioning and other activities related to the Interface Elements;

(d) copies of submittals related to the Interface Elements, including design, testing procedures, commissioning, acceptance procedures, operations and maintenance records; and

(e) timely notice of any delays or changes that may affect the Interface Elements.

4.4. MDOT and GWKDDD shall each provide the other Party with written comments within 14 days after (a) receipt of any schedule, design or other submittal by the other Party to the extent that such submittal conflicts or potentially conflicts with its schedule, design, operations and maintenance procedures or otherwise or (b) discovery of any other conflict or potential conflict with its schedule, design or otherwise in connection with the Interface Elements. MDOT and

GWKDDD shall each have the opportunity to provide the other Party with other comments regarding the Interface Elements.

4.5. The Interface Task Force shall meet monthly or whenever necessary or deemed advisable by MDOT or GWKDDD.

4.6. MDOT shall require Developer to memorialize all discussions and agreements made during meetings in formalized meeting minutes which shall be sent to GWKDDD, with a copy to MDOT, on a monthly basis or as otherwise agreed. GWKDDD shall be entitled to provide MDOT with written comments within 14 days after receipt, in which event MDOT shall require Developer to respond to such comments.

4.7. MDOT shall require Developer to attend and participate in all coordination meetings between MDOT and GWKDDD.

4.8. Developer and GWKDDD shall each copy MDOT on all submittals sent to the other Party.

## **5. Services**

GWKDDD and MDOT (and Developer) shall finalize and agree to the Services to be provided by GWKDDD to operate the Pump Station at least 120 days before Substantial Completion of the Storage and Drainage Tunnel and Pump Station. The Services will be detailed in **Attachment 3** attached to this Agreement.

## **6. Access**

GWKDDD shall provide Developer (and its contractors and subcontractors) a right of access to the GWK RTF for the purpose of Developer fulfilling the MDOT Commitments and any other requirements as mutually determined by the Parties. GWKDDD (and its contractors and subcontractors) shall have a right of access to Storage and Drainage Tunnel and Pump Station to prepare for and to carry out the provision of the Services. Developer's access to the GWK RTF to fulfill the MDOT Commitments or Maintenance Work shall be conditioned on Developer's maintenance of the required insurance coverages set forth in Section 36 and Schedule 8 of the Project Agreement, as applicable, and agreement to indemnify, defend and hold the GWKDDD and the OCWRC harmless as provided in Section 38 of the Project Agreement.

## **7. Compliance with State and Federal Law and Regulations**

MDOT will be and remain responsible for actual costs associated with compliance with all federal, state, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Agreement or with any MDOT duty or obligation under any applicable state or federal laws and/or regulations.

## **8. Ownership**

The GWKDDD acknowledges that it does not own the Storage and Drainage Tunnel and Pump Station and does not have the legal authority to repair or remedy any aspect or claimed



defect of the Storage and Drainage Tunnel and Pump Station unless agreed upon emergency protocols permit the GWKDDD to make such repairs to mitigate any damage to the GWK RTF.

## **9. Insurance**

(a) The GWKDDD may purchase insurance coverage to protect the GWKDDD from liability arising out of the provision of Services in the operation of the Pump Station. The actual cost of such insurance or the actual differential cost of such insurance may be considered a reimbursable cost as provided in Section 10 of this Agreement.

(b) The Developer shall maintain and MDOT shall provide evidence to the GWKDDD of the insurance coverages which Developer is obligated to maintain under the Project Agreement for the duration of this Agreement.

## **10. Compensation for Services**

MDOT and GWKDDD shall finalize compensation for Services 120 days before Substantial Completion of the Storage and Drainage Tunnel and Pump Station, where such compensation paid by MDOT shall cover GWKDDD's actual costs and audited overhead rates incurred in the provision of the Services.

## **11. Standard of Care; Warranty Waiver; Consequential Damages; Liability**

11.1. Standard of Care; Waiver of Warranty and Consequential Damages. GWKDDD will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by public entities providing similar Services. The GWKDDD makes no warranty, express or implied, with respect to any Services provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE GWKDDD WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE GWKDDD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR ANY OTHER FORM OF DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES WHICH HAVE BEEN WAIVED IN SECTION 39.1 OF THE PROJECT AGREEMENT.

11.2. Each Party to this Agreement will remain responsible for any claims arising out of that Party's performance of this Agreement, as provided by this Agreement or law. This Agreement is not intended to increase or decrease either party's liability for or immunity from tort claims. Except as provided in Section 6 above, this Agreement is not intended to, nor will it be interpreted as, giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Agreement.

11.3. No Third Party Beneficiary. This Agreement does not create any rights or benefits to parties other than the GWKDDD and MDOT.

## **12. Cooperation and Communication; Dispute Resolution**

12.1. Cooperation. GWKDDD agrees to ensure that its agents cooperate with MDOT and its agents in the performance of Services under this Agreement. MDOT agrees to ensure that its agents cooperate with GWKDDD agents in the performance of the Services under this Agreement.

12.2. Communication. There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. Each Party will designate one or more liaisons for such purposes, and will notify the other Party of such designee(s). The liaisons shall also be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the System or Services.

12.3. Dispute Resolution. The Parties agree that any and all claims alleging a breach of this Agreement shall first be submitted to mediation with a mutually-agreed upon mediator. If the matter is not resolved through mediation, or if the Parties cannot agree upon the form and procedures for mediation or upon the identity of a mediator, the Parties may seek recourse in a court of competent jurisdiction. No party shall be required to submit a claim to mediation if said claim may result in irreparable harm to the party.

## **13. General Provisions**

13.1. Independent Contractor. At all times and for all purposes under the terms of this Agreement, GWKDDD and/or any and all of its agents' legal status and relationship to MDOT shall be that of an independent contractor.

13.2. 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.

13.3. Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.

13.4. Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.

13.5. Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignor binding the assignee to the terms and provisions of this Agreement.

13.6. Captions. The section headings or titles and/or all section 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.

13.7. Notices. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

18101 W. Nine Mile Road

Southfield, MI 48075

Attn: Ishrat Jahan, P.E., Associate Region Engineer - Operations

[jahani@michigan.gov](mailto:jahani@michigan.gov)

and

Attn: Jennifer Farrell, Metro Region Analyst – Operations

[farrellj@michigan.gov](mailto:farrellj@michigan.gov)

**GEORGE W. KUHN DRAIN DRAINAGE DISTRICT**

One Public Works Drive

Waterford, Michigan 48328-1907

Attn: Gary Nigro, P.E.

[nigrog@oakgov.com](mailto:nigrog@oakgov.com)

13.8. Notice Delivery. Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.

13.9. Entire Agreement. This Agreement and the Design and Construction Interface Agreement and exhibits thereto sets forth the entire understanding between the GWKDDD and MDOT and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the GWKDDD and the MDOT in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

13.10. Recitals. The recitals shall be considered an integral part of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the Parties have executed this Interface Agreement as of the date first above written.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/we have authority to bind MDOT.

Approved as to legal form and sufficiency this \_\_\_\_  
day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Assistant Attorney General

**GEORGE W. KUHN DRAIN DRAINAGE DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT 1: INTERFACE ELEMENTS**

- I. Administration, Operations & Maintenance Elements
  1. GWKDDD Site Access
    - a. Staff Access
    - b. Right of Entry (Maintenance)
    - c. Vehicular Access
  2. Operations & Maintenance
    - a. Pump Station
    - b. Pump Station SCADA
    - c. General Pump Station Operations
    - d. Unscheduled Pump Station Maintenance
    - e. Pump Station Emergency Power
    - f. Storage and Drainage Tunnel
  3. Permitting

**ATTACHMENT 2: PROJECT COMMITMENTS AND DEADLINES**

<b>Item</b>	<b>Location</b>	<b>MDOT Commitments</b>	<b>GWKDDD Commitments</b>
I-1-a	Staff Access	Developer maintenance staff shall be badged according to OCWRC procedures and shall have 24-hour access to the Pump Station.	GWKDDD shall process Developer badging requests in a timely manner and shall not unreasonably withhold badges from Developer Maintenance staff.
I-1-b	Right of Entry (Maintenance)	Developer shall provide a 30-day schedule of routine, preventative and major maintenance activities for Pump Station and Storage and Drainage Tunnel 10 days before the start of each month. Developer shall coordinate with GWKDDD to obtain Permanent Easement.	GWKDDD shall not unreasonably withhold access to the GWK Facility for routine, preventative and major maintenance and provide Permanent Easement.
I-1-c	Vehicular Access	Developer shall comply with vehicular permit requirements at the GWKDDD.	GWKDDD shall process Developer vehicle permits in a timely manner and shall not unreasonably withhold access from Developer maintenance staff.
I-2-b	Pump Station SCADA	Developer shall maintain SCADA and fiber optic from Pump Station to the point of connection with GWKDDD.	Maintain SCADA and fiber optic from the point of connection within the GWKDDD Control Building to the Control Room.
I-2-d	Unscheduled Pump Station Maintenance	Developer shall respond to the SCADA notifications in accordance with the Project Agreement performance requirements.	GWKDDD shall respond to any alarms related to the operation of the alternative outlet.
I-3	Permitting	Developer shall provide all required permits and certifications.	Coordinate on permits and certifications.

Item	Location	MDOT Commitments	GWKDDD Commitments
I-4	Civil/Site	In accordance with Project Agreement.	As shown on Attachment 4, maintain the existing 60 inch south bypass pipe, secondary outlet pipes from the Pump Station to the 60 inch south bypass pipe, including the slide gate, gate guides and actuator, connecting manhole structures, and related electrical and water quality monitoring equipment.
I-5	General Pump Station Operation	Pump Station design shall include the automatic operation of the Pump Station per the design specifications. Developer shall respond to any SCADA alarms indicating that the automated Pump Station operations have failed.	Determine the directional flow of the discharge from the Pump Station at the maximum discharge rate of 65 cfs to the headworks of the George W. Kuhn Retention Treatment Facility or to the alternative South Storm bypass drain.

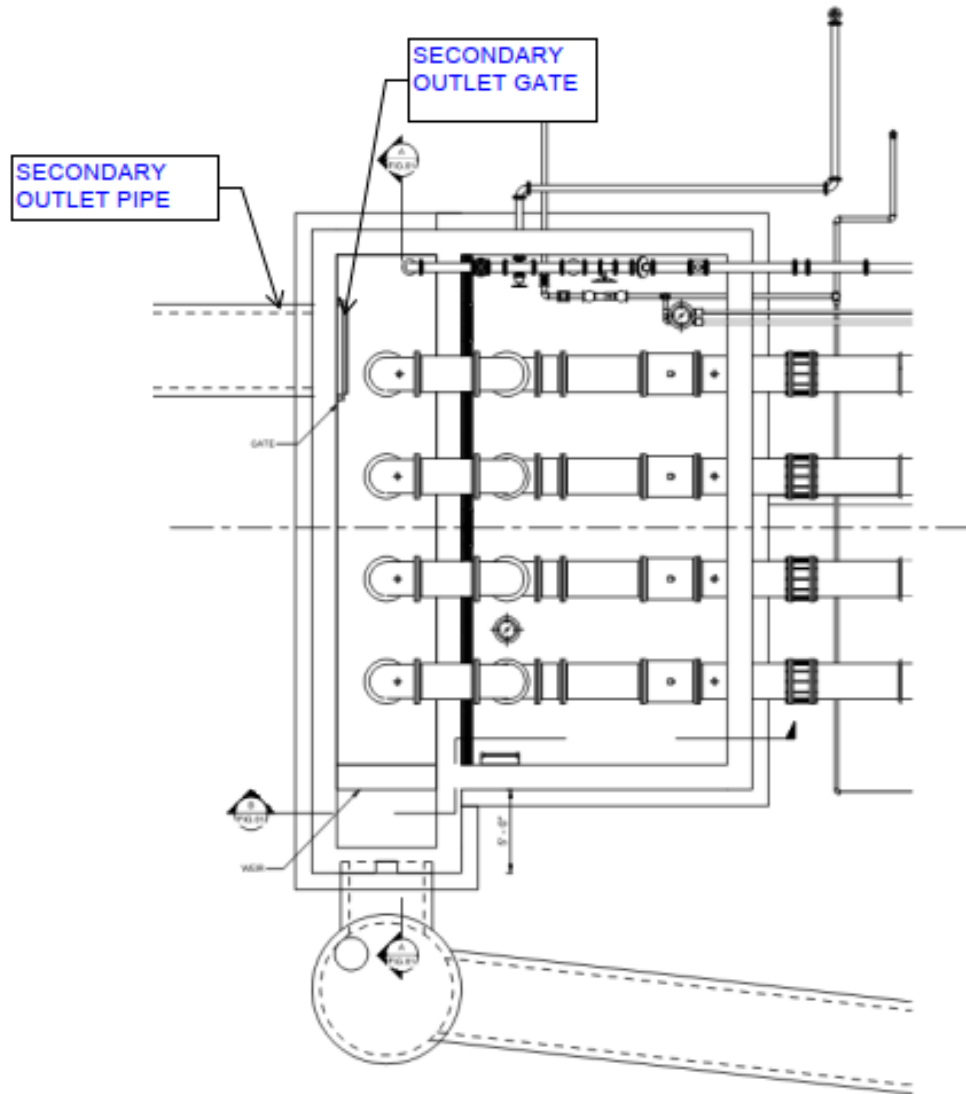


**Attachment 3: Scope of Services**  
**Pump Station Operation**

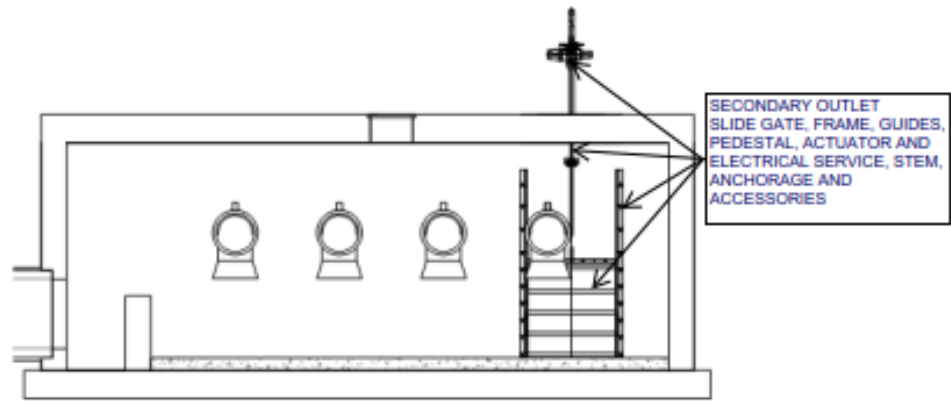
GWKDDD, through its agent the Oakland County Water Resources Commissioner (“OCWRC”) agrees to perform the following operational services related to the MDOT Tunnel Dewatering Pump Station as defined in the Agreement (“Pump Station”) (all of the following being referred as the “WRC Services” or “Services”) on behalf of MDOT:

1. During wet weather operations, OCWRC will determine the directional flow control from the discharge of the Pump Station to the GWKDDD system. The Pump Station has a maximum discharge rate of 65 cfs.
2. Perform operation & maintenance of the GWKDDD owned assets that were designed and installed as part of the alternative outlet work as shown in Attachment 4. This includes the alternative outlet slide gate, gate guides and actuators, secondary outlet pipes from the Pump Station to the 60 inch south bypass pipe, connecting manhole structures and related electrical and water quality monitoring equipment.
3. OCWRC will utilize MDOT’s Supervisory Control and Data Acquisition System (SCADA) which will be integrated into OCWRC’s SCADA system to monitor the automated operation of the MDOT pump station in order to make operational decisions on the directional flow of the discharge from the Pump Station.
4. OCWRC will provide a 24-hour, 7-day per week dispatch center to receive alarms from the SCADA system on GWKDDD System facilities operated by OCWRC which include the 60” slide gate and related motorized actuator and the water quality monitoring device. OCWRC will dispatch emergency operations crew to respond to such alarms in relation to the assets operated and maintained by the OCWRC staff.
5. All other Pump Station alarms from MDOT’s SCADA system will be directed to the Developer so they are notified directly of any unscheduled or emergency Pump Station maintenance needs.
6. All Services provided by OCWRC under this Agreement will be performed in accordance with all applicable county, state and federal permits and regulations, and all applicable state and federal laws.
7. All Services provided by OCWRC under this Agreement will be performed as part of the GWKDDD operational costs. No compensation under this Agreement will be required by MDOT for the Services provided under this Agreement. Nothing in this Agreement limits MDOT obligations to the GWKDDD under the Michigan Drain Code of 1956 as amended.

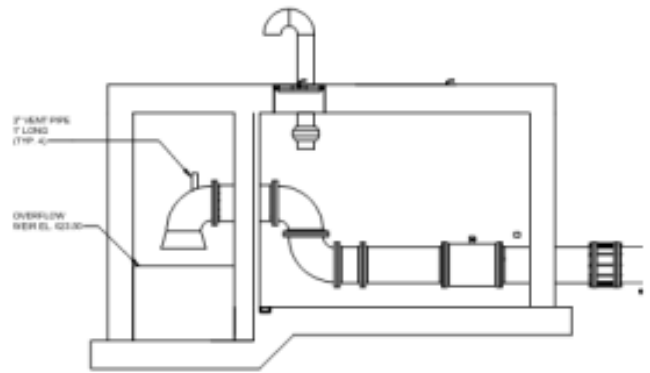




1 | FLOOR PLAN  
 FIG.01 | SCALE: 1/4" = 1'-0"  
**PUMP STATION METER VAULT**



**A | SECTION**  
 FIG.01 SCALE: 1/4" = 1'-0"



**B | SECTION**  
 FIG.01 SCALE: 1/4" = 1'-0"

**PUMP STATION METER VAULT**

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the GEORGE W. KUHN DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

**DATE:** December 19, 2023

**SUBJECT:** Request for Board approval of payment of the following invoices:

<u>Payable To</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
Orchard Hiltz & McCliment Inc Dickinson Wright PLLC	V # SINV00227501	Invoice # 68697 - Professional Services - 11/18/23	\$ 1,260.83
	TBP	Invoice # 1862840 - Legal Services - 10/31/23	8,076.27
		<b>Total</b>	<b>\$ 9,337.10</b>
Center for Watershed Protection, Inc	TBP	Invoice # W-2237 #9 - Contracted Services - 09/1/23 - 10/31/23	\$ 8,940.00
		<b>Project 1-7235</b>	<b>\$ 8,940.00</b>
ICS Integration Services LLC	V # SINV00225140	Invoice # 2857 Contracted Services - Proj 1-2847	\$ 12,893.48
		<b>Project 1-2847</b>	<b>\$ 12,893.48</b>
ICS Integration Services LLC	V # SINV00226003	Invoice # 2879 Contracted Services - Proj 1-3408	\$ 1,259.49
		<b>Project 1-3408</b>	<b>\$ 1,259.49</b>
ICS Integration Services LLC	TBP	Invoice # 2866 Contracted Services - Proj 1-7326	\$ 3,332.00
		<b>Project 1-7326</b>	<b>\$ 3,332.00</b>
Hubbell, Roth, & Clark Inc	V # SINV00226191	Invoice # 212396 - Contracted Service -11/11/23 - Proj 1-3484	\$ 914.76
		<b>Project 1-3484</b>	<b>\$ 914.76</b>
		<b>Total</b>	<b>\$ 36,676.83</b>

## **5. Evergreen-Farmington Sanitary Drain**

## AGENDA

### DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of November 28, 2023
3. Public Comments
4. Present Memorandum from Lesli Maes, P.E. Operations Engineer, dated December 19, 2023, requesting the Board approve the Drainage District projects listed on the attached memorandum using funds from Major Maintenance and Capital Improvement reserves
5. Present Memorandum from Scott Schultz, Project Engineer, dated December 19, 2023, requesting the Board award the I-696 Pump Station Rehabilitation project to Lawrence M. Clarke and authorize the Chairperson to sign the agreement for the I-696 Pump Station Rehabilitation project between the Drainage District and L.M. Clarke in the amount of \$1,597,500
6. Present Memorandum from Evans Bantios, P.E., Project Engineer, dated December 19, 2023, requesting the Board authorize the Chairperson to sign the attached agreement and remit payment to DTE in the amount of \$25,563.68
7. Present Memorandum from Evans Bantios, P.E., Project Engineer, dated December 19, 2023, requesting the Board approve the attached Engineering Services Agreement for Hubbell, Roth, and Clark for the preliminary design of the Walnut No. 1 Corrective Action Plan Project for a not-to-exceed amount of \$137,660
8. Present Engineering Work Order No. D-466(2) for DLZ Michigan Inc., regarding the I-696 Pump Station Rehabilitation Project to increase the Engineering Services Agreement by a not-to-exceed amount of \$107,234.12
9. Present Change Order No. 1 for Dan's Excavating Inc. for the 8 Mile Corrective Action Plan Phase 2 – 8 Mile Pump Station for a net increase in the amount of \$199,893.91
10. Present Construction Estimate No. 21 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,289,601.35 with a transfer to the Oakland County Treasurer in the amount of \$143,289.04
11. Present Construction Estimate No. 3 for Dan's Excavating for Construction of the 8 Mile Road Corrective Action Plan – Phase 2 in the amount of \$211,334.32 with a transfer to the Oakland County Treasurer in the amount of \$23,481.59
12. Other business
13. Approve pro rata payment to Drainage Board members
14. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE EVERGREEN -FARMINGTON SANITARY DRAIN**

November 28, 2023

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of November 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held October 24, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A memorandum from Philip Kerby, P.E., Operations Engineer, dated November 28, 2023, requesting the Board award Pipeline Management Company in the not-to-exceed amount of \$142,165 for the lining of a section of 18” diameter corrugated metal pipe was presented. It was moved by Markham, supported by Nash, to award Pipeline Management Company in the not-to-exceed amount of \$142,165 for the lining of a section of 18” diameter corrugated metal pipe as presented.

ADOPTED: Yeas - 2  
Nays - 0

Construction Estimate No. 4 for Lawrence M. Clarke Inc. for the Construction of the Walnut No. 3 Pump Station Rehabilitation in the amount of \$363,150 was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 4 for Lawrence M. Clarke Inc. for the Construction of the Walnut No. 3 Pump Station Rehabilitation in the amount of \$363,150 as presented.

ADOPTED: Yeas - 2  
Nays - 0

Construction Estimate No. 20 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,135,498.90 with a transfer to the Oakland County Treasurer in the amount of \$126,166.54 was presented. It was moved by Markham, supported by Nash, to approve Construction



Estimate No. 20 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,135,498.90 with a transfer to the Oakland County Treasurer in the amount of \$126,166.54 as presented.

ADOPTED: Yeas - 2  
Nays - 0

Construction Estimate No. 2 for Dan’s Excavating for Construction of the 8 Mile Road Corrective Action Plan – Phase 2 in the amount of \$791,208.38 with a transfer to the Oakland County Treasurer in the amount of \$87,912.04 was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 2 for Dan’s Excavating for Construction of the 8 Mile Road Corrective Action Plan – Phase 2 in the amount of \$791,208.38 with a transfer to the Oakland County Treasurer in the amount of \$87,912.04 as presented.

ADOPTED: Yeas - 2  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$59,032.19 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$59,032.19.

ADOPTED: Yeas - 2  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$106,837.32 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$106,837.32.

ADOPTED: Yeas - 2  
Nays - 0

A motion was made by Markham, supported by Nash, to enter into closed session at 3:00 p.m. to consider material exempt from discussion or disclosure as subject to the purchase or lease of real property pursuant to section 13(1)(j) of the Freedom of Information Act.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash declared the closed session ended at 3:04 p.m.

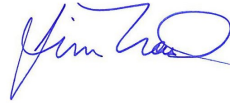
It was moved was moved by Markham, supported by Nash, to authorize payment as recommended in closed session.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Jim Nash", is written above a horizontal line.

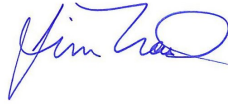
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of November 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District.



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Jim Nash, Chairperson

Dated: November 28, 2023

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairman  
Evergreen Farmington Sanitary Drain Drainage Board

**FROM:** Lesli Maes, P.E. Operations Engineer

**SUBJECT:** Major Maintenance and Capital Improvement Projects for Approval

**DATE:** December 19, 2023

Within the Evergreen Farmington Sanitary Drain, the Water Resources Commissioner's Retention Treatment Basin staff is responsible for operating and maintaining multiple facilities, including pump stations and wet weather storage. As part of ongoing asset management, projects for these facilities are identified, evaluated, and planned for in collaboration with the asset management group, staff engineers and operations supervisors.

WRC staff is requesting approval to initiate the following major maintenance and capital improvement projects.

<b>EFSD FY2024 Reserves Projects</b>	<b>Project Budget</b>
Drake PS Rehab Design	\$ 75,000
Thornbrook PS Rehab Design	\$ 75,000
Middlebelt Storage Tunnel Operational Enhancements	\$ 125,000
Quarton Sites Operational Enhancements	\$ 85,000
Thornbrook PS Rehab Emergency Pump 4	\$ 16,000
Walnut Lk 1 PS Rebuild Pump 1 & Rehab Drive Shaft	\$ 20,000
Walnut Lk 1 PS Rebuild Pump 2 & Rehab Drive Shaft	\$ 20,000
<b>Subtotal:</b>	<b>\$ 416,000</b>

This work was anticipated and budgeted for in the Evergreen Farmington Sanitary Drain Reserves.

**Board Action Requested: Approve the Evergreen Farmington Sanitary Drain projects listed above using funds from Major Maintenance and Capital Improvement reserves.**

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**
**MEMORANDUM**

**TO:** Jim Nash, Chairperson of the Evergreen Farmington Sanitary Drain Drainage Board

**FROM:** Scott Schultz, Project Engineer

**SUBJECT:** Recommendation for Contract Award to Lawrence M. Clarke, Inc for the I-696 Pump Station Rehabilitation Project

**DATE:** December 19, 2023

On November 28, 2023, five bids were received for the EFSD I-696 Pump Station Rehabilitation Project. The bidding contractor and their respective bid total is shown in the table below:

<b>Contractor</b>	<b>Bid Total</b>
Dan's Excavating, Inc.	\$1,629,546.27
Lawrence M. Clarke, Inc.	\$1,597,500.00
Sorenson Gross Company, LLC	\$1,968,100.00
Z Contractors, Inc.	\$1,910,095.00
LGC Global, Inc.	\$2,988,468.00

DLZ Michigan Inc. (DLZ) reviewed the bids for completeness and conformance with the contract documents. We attached DLZ's recommendation of award letter dated November 29, 2023, which provides review comments on the bid results for additional detail. DLZ determined that Lawrence M. Clarke is the lowest responsible bidder in the amount of \$1,597,500.00. For comparison, the Engineer's opinion of probable construction cost was \$1,300,000.

**Requested Action: Award the I-696 Pump Station Rehabilitation project to Lawrence M. Clarke and authorize the EFSDDD Chairperson to sign the Agreement for the I-696 Pump Station Rehabilitation project between EFSDDD and L. M. Clarke in the amount of \$1,597,500.00.**



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

November 29, 2023

Mr. Evans Bantios, P.E.  
Assistant Chief Engineer  
Oakland County Water Resources Commissioner  
One Public Works Drive, Building 95 West  
Waterford Township, MI 48328

RE: **RECOMMENDATION OF CONTRACT AWARD**  
I-696 Pump Station Rehabilitation  
DLZ Project No. 2045-7214-00

Dear Mr. Bantios:

Five (5) bids relative to the above-referenced project were received and opened at 2:00 p.m. on November 28, 2023, at the Oakland County Water Resources Commissioner's Office (WRC). All three bids were found to be responsive and generally in compliance with the requirements of the bid documents.

## BID SUMMARY

Five (5) bids were submitted and publicly opened and read for this project as follows:

- LGC Global, Inc. \$ 2,988,468.00
- Lawrence M. Clarke, Inc. \$ 1,597,500.00
- Sorensen Gross Company, LLC \$ 1,968,100.00
- Z Contractors, Inc. \$ 1,910,095.00
- Dan's Excavating, Inc. \$ 1,629,546.27

## EVALUATION

The low bidder is Lawrence M. Clarke, Inc., with a price of \$ 1,597,500.00 for the proposed work. DLZ reviewed the Experience and Qualifications statement to confirm the Contractor's familiarity with similar work and discussed the submitted bid with the Contractor. During this conversation, Lynn Harmala with Lawrence M. Clarke, Inc. expressed confidence that all required work was included in their bid and verified they could complete the construction of the project to meet the WRC's Schedule.

### Minimum Bid Document Observations

- Proposal was complete, signed, and acknowledged all addenda.
- A Bid Bond was provided from a surety authorized to work in Michigan, and meets or exceeds 5% of the bid amount.
- No schedule was provided. *One is being prepared.*
- WRC Form DC-118, Experience and Qualifications Statement was found to be generally complete.
- The "Iran Linked Business" certification was not found. *One has been provided.*
- *It is assumed the missing items are being considered as minor informalities.*

607 Shelby St, Ste 650, Detroit, MI 48226 | OFFICE 313.961.4040 | ONLINE WWW.DLZ.COM



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Mr. Evans Bantios, P.E.  
I-696 Recommendation of Award  
November 29, 2023  
Page 2 of 2

## RECOMMENDATION

Based on our review of the submitted bids, discussions with the WRC, and if sufficient funds can be appropriated, DLZ recommends award of the project to the lowest qualified bidder, Lawrence M. Clarke, Inc., in the amount of \$ 1,597,500.00.

Should additional information or further discussion relative to this award recommendation be needed, please feel free to contact our office.

Very truly yours,

**DLZ MICHIGAN, INC.**

Mark A. Mattson, P.E.  
Senior Project Manager

**CC:** Scott Schultz, OCWRC

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairperson of the Evergreen Farmington Sanitary Drain Drainage Board

**FROM:** Evans Bantios, P.E. Project Engineer

**SUBJECT:** I-696 Pump Station Transformer Movement Agreement with DTE

**DATE:** December 19, 2023

As part of the I-696 Pump Station rehabilitation project, we are requesting that DTE relocate a transformer in the vicinity of the subject property located at 34189 W 12 Mile Rd, Farmington Hills, MI 48331. DTE has requested that we sign the attached agreement, which details the proposed work and associated costs. DTE plans to relocate the underground transformer 28 feet and replace 524 feet of cable in the existing conduit. The cost associated with the aforementioned work is \$25,563.68.

**Requested Action: Authorize the Chairperson to sign the attached agreement and remit payment to DTE in the amount of \$25,563.68.**



8001 Haggerty Rd  
Belleville, MI 48111



Tuesday, November 28, 2023

OAKLAND COUNTY (Evergreen Farmington Sanitary Drain Drainage District)  
WRC Accounting  
2100 Pontiac Lk Rd, 3rd Floor  
Waterford, MI 48328

**Regarding: 34189 W 12 Mile Rd, Farmington Hills, Mi 48331**

Enclosed are two (2) copies of the Accounts Receivable Agreement for your signature. The payment for this work is \$25,563.68 based on:

To relocate an existing underground transformer 28ft east. The existing underground cable will be replaced in conduit 542ft. Then, DTE will trench in the conduit and cable approximately 28ft to the new transformer location still on the property of 34115 W 12 Mile Rd.

Please return the signed agreement to me with a check made payable to DTE Energy. Keep the "Customer Copy" document for your records. To ensure proper credit, the Agreement number should be indicated on your remitted check. When we receive the signed agreement and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

*Nazalyn L. Hill /s/*

Nazalyn L. Hill

Planner

734.397.4063

[nazalyn.hill@dteenergy.com](mailto:nazalyn.hill@dteenergy.com)

enclosures:

Two copies of the Accounts Receivable Agreement

**Accounts Receivable Agreement  
No. 67506747**



**"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.**

**"DTE Energy" is:**

The DTE Energy Company  
8001 Haggerty Rd  
Belleville, MI 48111

**"Customer" is:**

OAKLAND COUNTY (Evergreen Farmington Sanitary  
Drain Drainage District)  
WRC Accounting  
2100 Pontiac Lk Rd, 3rd Floor Waterford, MI 48328

**Background Statement:** Customer requests DTE Energy to perform the work indicated below in the vicinity of 34189 W 12 Mile Rd, Farmington Hills, Mi 48331. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

---

**DTE Energy and Customer agree to the following terms:  
See details of this contract under the Terms and Conditions section**

Payment for the requested work is \$25,563.68.

The type of work to be performed:

To relocate an existing underground transformer 28ft east. The existing underground cable will be replaced in conduit 542ft. Then, DTE will trench in the conduit and cable approximately 28ft to the new transformer location still on the property of 34115 W 12 Mile Rd.

In return for the above payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

DTE Energy:(sign) Tracie M. Duncan /s/ Title: Supervisor Date: 11-28-2023  
Tracie M Duncan

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**  
**Accounts Receivable Agreement**

- 1. MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
- 2. Description of Work** - DTE Energy or one of its contractors shall install or remove the underground or overhead conductors and any associated overhead or underground equipment required for the request, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
- 3. Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
    - a. private electrical lines
    - b. sprinkler systems
    - c. invisible fences
    - d. swimming pool hardware
    - e. septic tanks and fields
    - f. fiber optic lines
    - g. security systems
    - h. heated sidewalk and driveway equipment
    - i. burial sites of pets
    - j. geothermal systems
    - k. private water mains and lines
    - l. solar power equipment
    - m. privately owned gas
    - n. propane and petroleum lines
    - o. any other underground equipment not previously listed.
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
- 4. Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this agreement.
- 5. Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
- 6. Failure to Execute Agreement; Changes to Agreement:** If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
- 7. Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
- 8. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 9. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 10. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

**11. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

**12. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

**Accounts Receivable Agreement**

**No. 67506747**



**"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.**

**"DTE Energy" is:**

The DTE Energy Company  
8001 Haggerty Rd  
Belleville, MI 48111

**"Customer" is:**

OAKLAND COUNTY (Evergreen Farmington Sanitary Drain  
Drainage District)  
WRC Accounting  
2100 Pontiac Lk Rd, 3rd Floor Waterford, MI 48328

**Background Statement:** Customer requests DTE Energy to perform the work indicated below in the vicinity of 34189 W 12 Mile Rd, Farmington Hills, Mi 48331. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:  
See details of this contract under the Terms and Conditions section**

Payment for the requested work is \$25,563.68.

The type of work to be performed:

To relocate an existing underground transformer 28ft east. The existing underground cable will be replaced in conduit 542ft. Then, DTE will trench in the conduit and cable approximately 28ft to the new transformer location still on the property of 34115 W 12 Mile Rd.

In return for the above payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

DTE Energy:(sign) Tracie M. Duncan /s/ Title: Supervisor Date: 11-28-2023  
Tracie M Duncan

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_

CUSTOMER COPY

**Terms and Conditions**  
**Accounts Receivable Agreement**

- 1. MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
- 2. Description of Work** - DTE Energy or one of its contractors shall install or remove the underground or overhead conductors and any associated overhead or underground equipment required for the request, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
- 3. Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
    - a. private electrical lines
    - b. sprinkler systems
    - c. invisible fences
    - d. swimming pool hardware
    - e. septic tanks and fields
    - f. fiber optic lines
    - g. security systems
    - h. heated sidewalk and driveway equipment
    - i. burial sites of pets
    - j. geothermal systems
    - k. private water mains and lines
    - l. solar power equipment
    - m. privately owned gas
    - n. propane and petroleum lines
    - o. any other underground equipment not previously listed.
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
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DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
- 8. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 9. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 10. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

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**12. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY

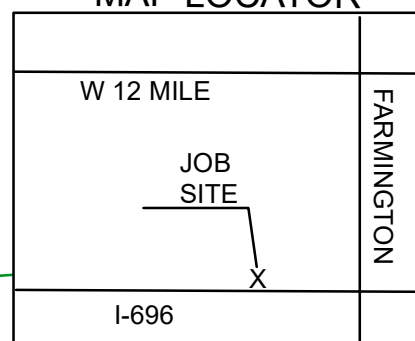


Know what's below.  
Call before you dig

LOC 2- 42.495235, -83.384270  
LOC 3- 42.495240, -83.384161

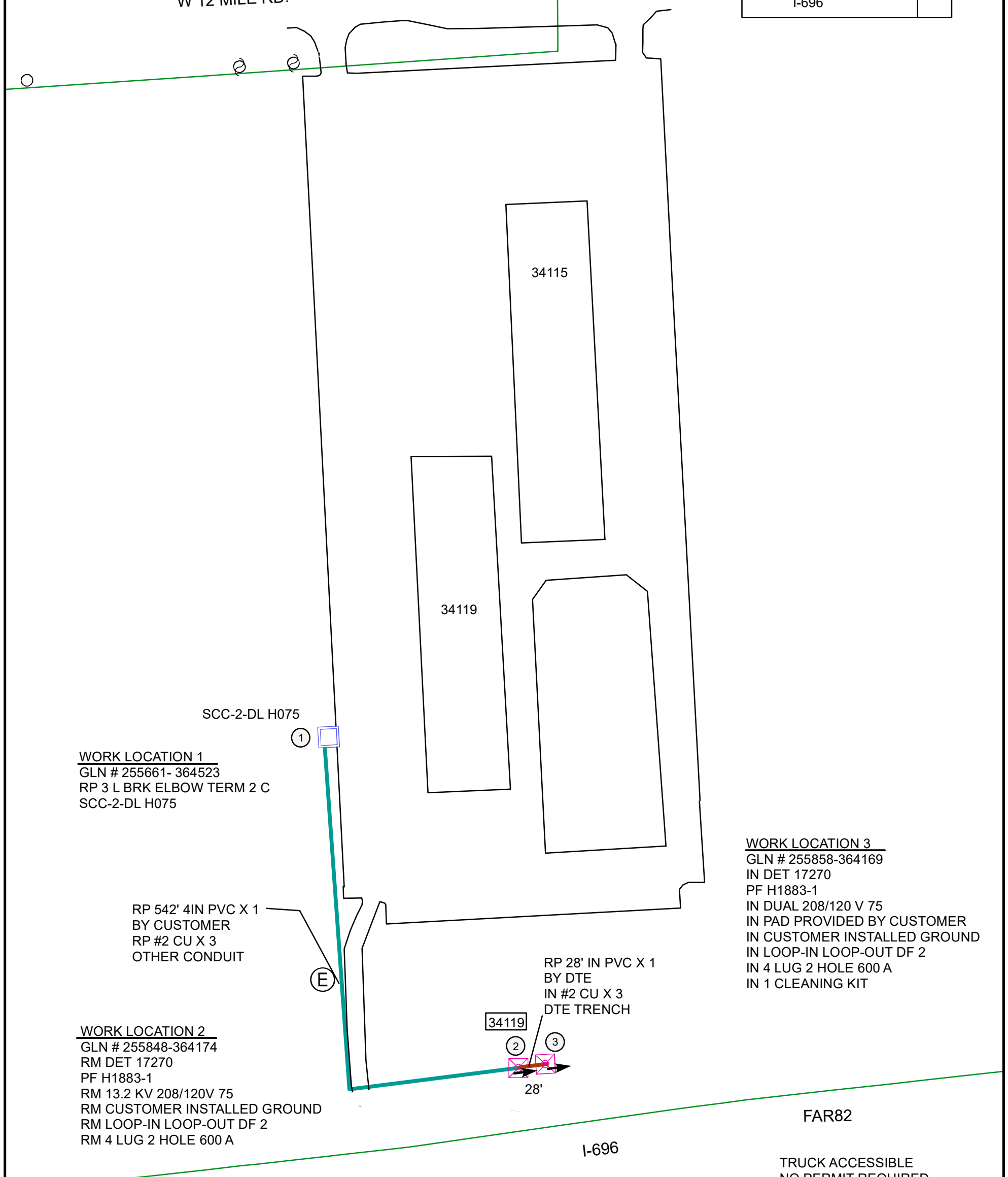
13.2KV  
AREA

MAP LOCATOR



On Site - Please Contact		
Name	Company	Phone Number
Tim Pete		248-296-4548

W 12 MILE RD.



**WORK LOCATION 1**  
 GLN # 255661- 364523  
 RP 3 L BRK ELBOW TERM 2 C  
 SCC-2-DL H075

RP 542' 4IN PVC X 1  
 BY CUSTOMER  
 RP #2 CU X 3  
 OTHER CONDUIT

**WORK LOCATION 2**  
 GLN # 255848-364174  
 RM DET 17270  
 PF H1883-1  
 RM 13.2 KV 208/120V 75  
 RM CUSTOMER INSTALLED GROUND  
 RM LOOP-IN LOOP-OUT DF 2  
 RM 4 LUG 2 HOLE 600 A

RP 28' IN PVC X 1  
 BY DTE  
 IN #2 CU X 3  
 DTE TRENCH

**WORK LOCATION 3**  
 GLN # 255858-364169  
 IN DET 17270  
 PF H1883-1  
 IN DUAL 208/120 V 75  
 IN PAD PROVIDED BY CUSTOMER  
 IN CUSTOMER INSTALLED GROUND  
 IN LOOP-IN LOOP-OUT DF 2  
 IN 4 LUG 2 HOLE 600 A  
 IN 1 CLEANING KIT

FAR82

I-696

TRUCK ACCESSIBLE  
 NO PERMIT REQUIRED  
 NO LINE CLEARANCE REQUIRED

LEGEND

- SET NEW POLE
- CABLE POLE / RISERS
- POSITION OF SWEEP UP CABLE POLE
- BURIED PRIMARY CABLE (ALL VOLTAGES)
- BURIED SECONDARY CABLE
- SINGLE DUCT OCCUPIED
- DOUBLE DUCT 1 - OCCUPIED
- SINGLE DUCT-TO BLIND END FOR FUTURE USE
- PAD-MOUNTED TRANSFORMER
- DIRECTION OF TRANSFORMER DOOR OPENING
- GUARD POST
- P.S.C. PRIMARY SWITCH CABINET
- S.C.C. SEPARABLE CONNECTION CABINET

CONSTRUCTION NOTES

BUILT AS DESIGNED

SEE NOTED CHANGES FROM DESIGN SKETCH

NAME-ID# \_\_\_\_\_

DATE: \_\_\_\_\_

CREW LEADER SIGNATURE: \_\_\_\_\_

SCOPE OF WORK - RELOCATE TRANSFORMER & REPLACE CABLE

**DTE Electric - Distribution Engineering and Planning**

Service Planner	Hill, Nazalyn L					Work Order Description	UG RELOC- 34189 W 12 MILE RD.				
Phone	734.397.4063	Work Order #	67506742	GIS-DSN	67506744	COH	CUL	67506756	CUG	67506757	PLC
Supervisor	Tracie M Duncan					Circuit #1	DREXL9036				
Service Center	WWS	Worksite City	FARMINGTON HILLS		Worksite Twp	FAR		PH	67506755		
Phone						Circuit #2					
Planning Engineer						JU Work to be Performed	JU				
Phone						JU Company	Contact	Email	Phone		
						JU Company	Contact	Email	Phone		
	CUE Number	Ver	Plot Date	Scale	Town	Range	Section	Qtr			
	1384545	2	9/18/2023	1"= N/A	01N	09E	09				



**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER****MEMORANDUM**

**TO:** Jim Nash, Chairperson of the Evergreen Farmington Sanitary Drain Drainage Board

**FROM:** Evans Bantios, P.E. Project Engineer

**SUBJECT:** Recommendation to Award Hubbell, Roth & Clark, Inc. the Preliminary Design Services on the Walnut Lake No. 1 CAP Project

**DATE:** December 19, 2023

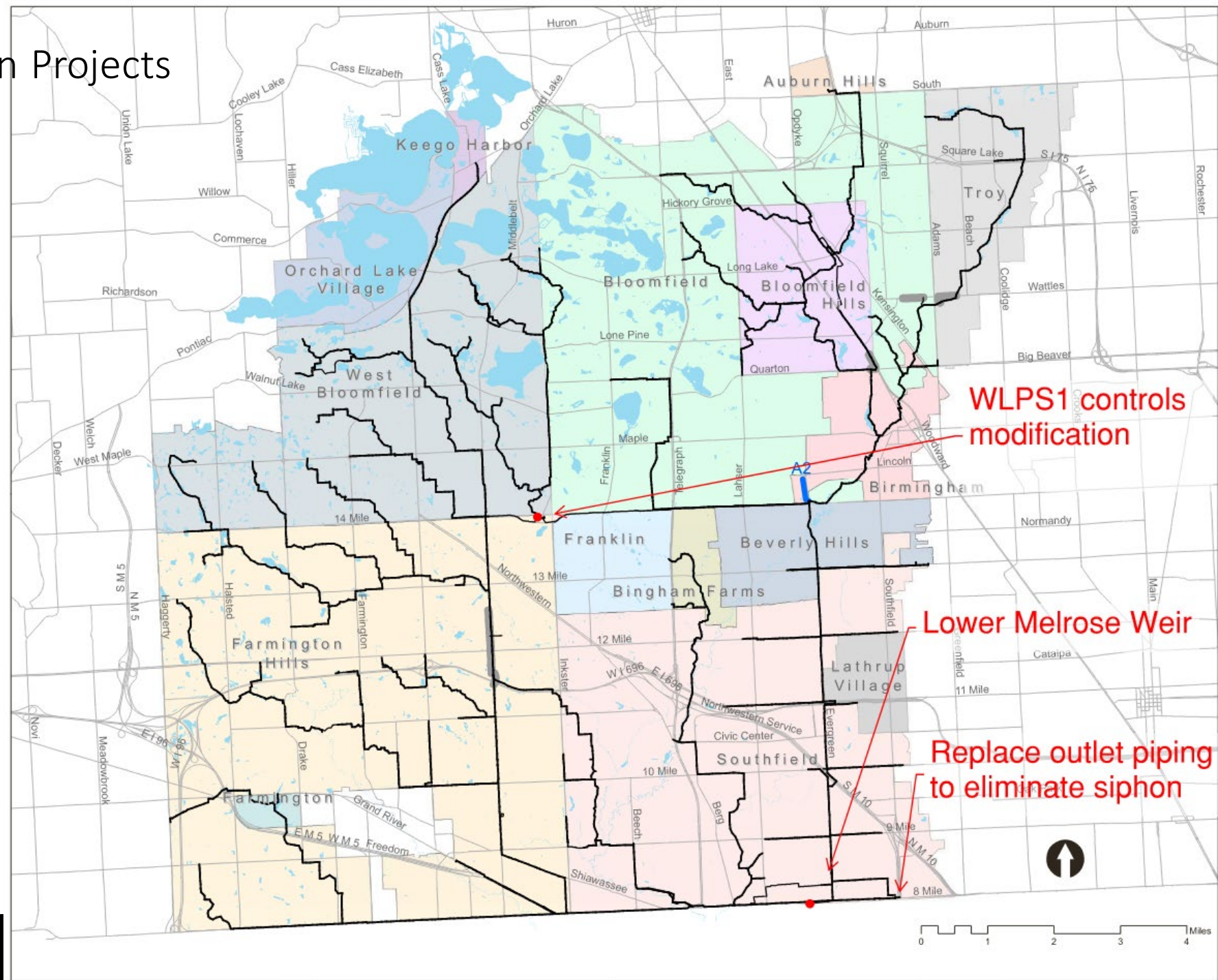
This memo accompanies the attached Engineering Services Agreement between Hubbell, Roth & Clark, Inc. (HRC) and the Evergreen Farmington Sanitary Drain Drainage District. The design of this project will address portions of the items in the Administrative Consent Order No. 04995. These items include removal of the inverted siphon at 8 Mile Road and Southfield Road. In addition, a new meter will be installed at this location, which will replace the existing meter. The Melrose Weir, located at Melrose Road and Evergreen Road, will be modified. The Walnut Lake No. 1 Pump Station will be modified to allow for automated control of the valving and improvements to the controls at the facility.

The goal of this project is to reduce the level of hydraulic grade line during the design storm event along the eastern portion of the 8 Mile Road and southern portion of the Evergreen Interceptor Sewer.

HRC will develop a preliminary design plan as part of this phase of the work. HRC will provide another proposal for the final design. The preliminary design phase of this project will take approximately five months. The cost for the preliminary design phase shall not exceed \$137,660. Additional scope and phases of work will be issued via an Engineering Work Order.

**Requested Action: Approve the attached Engineering Services Agreement for the preliminary design of the Walnut Lake No. 1 Corrective Action Plan Project by a not-to-exceed amount of \$137,660.**

# WLPS1 CAP Construction Projects



**ENGINEERING SERVICES AGREEMENT**

**Walnut Lake No. 1 Pump Station Corrective Action Plan**

**OAKLAND COUNTY, MICHIGAN**

**BETWEEN**

**Hubbell, Roth & Clark, Inc.**

**AND**

**Evergreen Farmington Sanitary Drain Drainage District**

**BUILDING 95 WEST – ONE PUBLIC WORKS DRIVE  
WATERFORD, MICHIGAN 48328-1907**

The Evergreen Farmington Sanitary Drain Drainage District, , One Public Works Drive Bldg. 95 West, Waterford, MI 48328 ("Owner") and Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48302 ("Engineer") enter into this contract for engineering services ("Engineering Services Agreement" or "ESA"), effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the project known as "Walnut Lake No. 1 Pump Station Corrective Action Plan" (the "Project").

## 1. DOCUMENTS CONSTITUTING THE ENGINEERING SERVICES AGREEMENT

1.1. The Engineering Services Agreement consists of the following documents, which together form the contract between the Owner and the Engineer:

- .1 This Engineering Services Agreement (DC-391 Part A).
- .2 The Engineering Services Agreement Standard Terms and Conditions (DC-391 Part B).
- .3 The forms selected with an "X" below:



**PRE-391 – PRELIMINARY ENGINEERING PHASE SERVICES**



**DPS-391 – DESIGN PHASE SERVICES**



**AMS-391 – ASSET MANAGEMENT SERVICES**



**BID-391 – BIDDING SERVICES**



**CON-391 – CONSTRUCTION PHASE SERVICES**



**SUR-391 – CONSTRUCTION SURVEYING AND LAYOUT SERVICES**



**RE-391 – RESIDENT ENGINEER SERVICES**



**RPR-391 – RESIDENT PROJECT REPRESENTATIVE SERVICES**



**ADD-391 – ADDITIONAL SPECIAL SERVICES**



**Engineer's Proposal dated November 9, 2023 (scope of work only).**

**1.2.** In the event of conflict, ambiguity, or discrepancy between the terms of any of the documents constituting the Agreement, the more stringent condition, term, or interpretation imposed on the Engineer shall apply.

## **2. SCOPE OF THIS AGREEMENT**

**2.1.** The Agreement is the entire and integrated contract between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may only be amended by an Engineering Work Order executed by the parties.

**2.2.** In the event the Owner and the Engineer have marked the Engineer's proposal under Section 1.1.3, the proposal shall be included in the Agreement for the limited purpose of describing the Engineer's scope of services. Such provisions as limitations on liability, mutual indemnification, or conditions of the Engineer's performance that might be contained in the proposal do not apply. Terms in the proposal are subordinate to any conflicting term in the Agreement.

## **3. PROJECT DESCRIPTION**

The Project shall, in general, consist of the following goals and objectives:

The project consists of improvements to the Evergreen Farming Sanitary Drain system to allow flow from the Walnut Lake No. 1 Pump Station to be pumped to the Evergreen Interceptor without causing adverse effect on the system and mitigate the sanitary sewer overflow (SSO) at the location during the design event. The project consists of the removal of the inverted siphon at 8 Mile Road and Southfield Road. In addition, a new meter will be installed at this location. The Melrose Weir, located at Melrose and Evergreen Road, will be modified. The Walnut Lake No. 1 Pump Station will be modified to allow for automated control of the valving and improvements to the controls of the Walnut Lake No. 1 pump station.

The goal of this project is to reduce the level of the hydraulic grade line during the design storm event along the eastern portion of the 8 Mile Road and southern portion of the Evergreen Interceptor Sewer. These improvements are one of the last steps needed to complete the requirements stated in the Administrative Consent Order No. 04995.

## **4. PROJECT-SPECIFIC SERVICES**

**4.1.** The Engineer shall provide the Project-specific services outlined in the forms listed and selected in Section 1.1.3 of this Agreement. The Owner may authorize the Engineer to provide Additional Special Services by Work Order during the Project. The omission of a service from documents incorporated under Section 1.1.3 does not excuse the Engineer from performing any regular or normal service that is necessary to meet the Standard of Care or to accomplish the Owner's stated goals for the Project, unless the service has been specifically excluded from the Engineer's scope of services and the Engineer has informed the Owner in writing of the need for it.

## 5. CONSULTANTS

5.1. The Engineer intends to retain the Consultants listed below to assist with the performance of its services.

Applied Science, Inc.

## 6. PAYMENT TO ENGINEER FOR ENGINEERING SERVICES

6.1. The Owner will compensate the Engineer in accordance with the terms of this Engineering Services Agreement. Except for the services identified in Section 6.2 as being provided on stipulated sum basis, payment shall be made on an hourly fee for service basis, plus permitted reimbursable expenses. Hourly rates and stipulated sums may only be adjusted by Engineering Work Order.

6.2. The Engineer will provide the services listed below on stipulated sum basis (*inapplicable if left blank*):

Service	Stipulated Sum (\$0.00)

6.3. The billing rates for hourly services of the Engineer and the Engineer's Consultants are set forth below or on the attached Exhibit 1, as the case may be (*inapplicable if left blank or if no exhibit is attached*).

Actual direct hourly payroll wages plus an overhead rate of 1.65 times direct payroll wages plus a fixed fee of 11% resulting in a total multiplier on direct payroll wages of 2.9415. The subconsultant fee and any approved reimbursables will be marked up 10 percent.

6.4. The Engineer's estimated compensation for each phase of services is as follows:

Preliminary Engineering (Study) Phase Services	\$137,660.00
Design Phase Services	\$
Asset Management Services	\$
Bidding Services	\$
Construction Phase Services	\$
Construction Surveying and Layout	\$
Resident Engineer (RE) Services	\$
Resident Project Representative (RPR) Services	\$

Additional Special Services	\$
<b>TOTAL</b>	<b>\$</b>

**6.5.** Please refer to Section 8 of the Engineering Services Agreement Standard Terms and Conditions (DC-391 Part B) for additional procedures governing payment.

IN WITNESS WHEREOF, the parties hereto have executed this Engineering Services Agreement as of the day and year first referenced in this Engineering Services Agreement. (*Signatures on following page.*)

WITNESS

EVERGREEN FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT

Signature:

\_\_\_\_\_

Print Name:

Jim Nash

Title:

Chairperson

WITNESS

*Nancy MD Fought*  
\_\_\_\_\_  
*Nancy MD Fought*  
\_\_\_\_\_

Engineer:

Hubbell, Roth & Clark, Inc.

Signature:

*Daniel W Mitchell*  
\_\_\_\_\_

Print Name:

Daniel W. Mitchell

Title:

President

Approved as to form:

\_\_\_\_\_  
Oakland County Water Resource Commissioner's Legal Counsel



**ENGINEERING SERVICES AGREEMENT  
STANDARD TERMS & CONDITIONS**

## 1. DEFINITIONS

**1.1. Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

**1.2. Agreement:** The written instrument contained in the Contract Documents, between the Owner and Contractor concerning the Work.

**1.3. Application for Payment:** The form acceptable to Owner, Engineer, RE, and/or RPR as designated by Owner, which is to be used by Contractor when requesting progress or final payments for Work completed and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

**1.4. Application for Final Payment:** The Application for Payment which the Contractor submits to the Owner after the Contractor has completed each of the requirements for Final Payment as set forth in the Contract Documents.

**1.5. Basis of Design:** A summary report containing all calculations, modeling, investigations, baseline conditions, data, assumptions and recommendations needed to fully substantiate the reasoning and methodology of the Engineer's design.

**1.6. Baseline Conditions Assessment:** A description and assessment of the existing conditions upon which the design of the Project or parts of the Project is predicated. This necessarily includes, but is not limited to, an accurate description of topographic, geologic, geotechnical, hydrogeological, hydraulic, environmental, community, public, and private factors that any aspect of the design depends upon. The Baseline Conditions Assessment shall be included in the Basis of Design.

**1.7. Bid:** The offer or proposal of the Bidder submitted on the prescribed form identifying the prices for the Work to be performed and agreeing to perform the Work in accordance with the Contract Documents.

**1.8. Bidder:** A company submitting a Bid to perform the Work.

**1.9. Bidding Documents:** The Advertisement, Invitation to Bid, Information for Bidders, the Proposal and attachments, the Bid bond, if any, the Contract Documents, and all Addenda, if any.

**1.10. Bulletin:** A document providing clarification, supplemental information, documentation, or other such communication, which neither involves Contract Time or Construction Cost adjustments to the Contract, nor changes the general character of the Work as a whole. Further, Bulletin provides a means to transmit written information in a manner which is succinct, easily prepared and issued, and simply documented for future reference, as required. Bulletin does not represent, or suggest, a material change to the Contract. The Owner, Engineer, RE, and/or RPR as designated by the Owner, may act as the issuing party. If the Contractor takes exception to the content of the Bulletin, it may respond accordingly, as provided in the Contract regarding requirements for disputed Work. This additional communication method is provided for reasons of clarity and convenience only and does not in any way replace or alter other existing requirements of the Contract Documents.

**1.11. Change Order:** A written instrument issued by the Owner, on a Change Order form

furnished by the Owner, and signed by the Owner, Contractor, RE, and/or the RPR as designated by Owner, modifying (1) the scope of the Work, (2) the Contract Sum or any other cost or fee, or (3) the Contract Time and/or updated CPM Schedule. If one or more of the foregoing items (1) to (3) is not specifically addressed in a Change Order, the parties shall be deemed to have agreed that such item is unaffected by the Change Order.

**1.12. Claim:** Any actual, alleged, or threatened loss, claim, complaint, demand for relief or damages, suit, cause of action, proceeding, judgment, deficiency, liability, question regarding the Agreement or Contract Documents, penalty, litigation, cost, or expense, including, but not limited to, attorney fees, engineering fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Owner, or for which the Owner may become legally and/or contractually obligated to pay or defend against, whether direct, indirect, or consequential, whether based upon any alleged violation of the federal or the State constitution, any federal or State statute, rule, regulation, or any alleged violation of federal or State common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and whether commenced or threatened.

**1.13. Construction Contract:** The written instrument, which is evidence of the entire and integrated written agreement between the Owner and Contractor covering the Work required by the Contract Documents.

**1.14. Construction Cost:** The total cost to the Owner of those portions of the entire Project designed or specified by the Engineer. Construction Cost does not include compensation and costs of the Engineer or other design professionals and other consultants, the cost of land, rights-of-way, or compensation for or damages to properties, or the Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to the Owner. Construction Cost is one of the items comprising Total Project Costs.

**1.15. Consultant:** A person or entity providing professional services for the Engineer for all or a portion of the Work pursuant to a contract with the Engineer. To the extent required by Michigan law, a Consultant shall be lawfully licensed to provide the required professional services.

**1.16. Contractor:** The person or entity with whom the Owner enters into a written agreement covering the Work required to be performed or furnished with respect to the Project.

**1.17. Contract Documents:** Documents that establish the rights and obligations of the parties engaged in construction, which include the Agreement between the Owner and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award), the notice to proceed, bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all written amendments, Change Orders, Work Directives, Field Orders, and the Engineer's written interpretations and clarifications issued on or after the effective date of the Agreement. Submittals, Shop Drawings returned without exceptions, and the reports and drawings of subsurface and physical conditions are not Contract Documents. Unless otherwise designated within the Agreement between the Owner and Contractor, the Baseline Conditions Report, the Basis of Design, and a Geotechnical Baseline Report are not part of the Contract Documents.

**1.18. Contract Sum:** The total of all moneys payable by the Owner to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Agreement.

**1.19. Contract Time(s):** The Contract Time is the number of calendar days described in the Agreement in which (or, alternatively, the date set forth in the Agreement by which) Substantial Completion shall be achieved, subject to any extensions granted in executed Change Orders or otherwise specifically permitted by the Contract Documents. Any references to Contract Time shall be interpreted to mean Construction Time. Contract Time also may refer to the days or the dates identified in the Agreement for the Contractor to complete the Work so that it is ready for final payment as evidenced by the Engineer, and/or RE's written recommendation of final payment.

**1.20. CPM Schedule:** The term "CPM Schedule" means and refers to the manpower loaded, logic-based progress schedule for the Project using critical path method (or similar, pre-approved method) scheduling technique to create and maintain a current and accurate schedule depicting the actual and expected progress of the Work. All Critical Path items must be shown on the CPM Schedule, regardless of the duration.

**1.21. Critical Path:** The term "Critical Path" means the longest continuous chain of activities through the network schedule that establishes the minimum time to achieve Final Completion of the Work.

**1.22. Defective Work:** Work not conforming to the requirements of the Contract Documents, including substitutions not properly "Returned Without Exceptions" and authorized, shall be considered "Defective".

**1.23. Documents:** Data, Reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by the Engineer to the Owner for use by the Contractor pursuant to this Agreement as well as Data, Reports, Drawings, Specifications, and other deliverables provided by the Contractor where the Contract Documents require the Contractor to both design and construct certain aspects of the Work, such as tunnel liners and temporary earth retention systems.

**1.24. Drawings:** The part of the Contract Documents prepared or approved by the Engineer or prepared or approved by the Contractor's design professionals, which graphically show the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings are not Drawings as so defined.

**1.25. EGLE:** The Michigan Department of Environment, Great Lakes and Energy, as well as its predecessor, the Michigan Department of Environmental Quality.

**1.26. Engineer:** Unless otherwise specifically identified as a design professional under contract with the Contractor, the Engineer as used herein shall refer to a design professional hired by the Owner to prepare Drawings and Specifications for the Project, and to assist the Owner in interpreting the Drawings and Specifications during construction. If designated by the Owner, the Engineer also shall serve as construction contract administrator of the Project for the Owner with the authority and responsibilities set out in the contract between the Owner and Engineer. Additional services also may be provided at the request of the Owner if needed. Contractor understands and agrees that the Engineer's obligation under its contract with the Owner are obligations to the Owner only, and the Engineer shall have no independent obligation to the Contractor to provide services or to take any action or refrain from taking action on behalf of Contractor.

**1.27. Engineering Services Agreement (ESA):** The Engineering Services Agreement between the Owner and Engineer, including these Standard Terms and Conditions, properly executed Engineering Work Orders, all modifications to it, and all exhibits incorporated by express reference.

**1.28. Field Order:** A written order issued by the Engineer, RE, and/or RPR as designated by the Owner, which directs minor changes in the Work but which does not involve a change in the Contract Sum or Contract Time.

**1.29. Final Acceptance:** Final Acceptance of the Work will have occurred when the Owner has acknowledged Final Completion of the Work, and the Contractor has satisfied (1) all close-out obligations set forth in the Contract Documents to qualify for Final Payment, including, but not limited to, the conditions set forth in the Agreement and (2) the 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.

**1.30. Final Completion:** Final Completion of the Work or a designated portion thereof will have occurred when the Work is fully and finally completed in accordance with the Contract Documents to the satisfaction of the Owner and Engineer and the Owner issues a written acknowledgement of such completion. Following the receipt of the Owner's written acknowledgement of Final Completion, the Contractor shall be entitled to apply for Final Payment.

**1.31. General Conditions:** That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

**1.32. Laws and Regulations.** Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, authorities and courts having jurisdiction over the Project.

**1.33. Observer:** A field representative authorized by the Owner.

**1.34. OCIP:** Owner Controlled Insurance Program.

**1.35. Owner:** The Oakland County Water Resources Commissioner, County Agency for the County of Oakland, and/or the statutory Drainage District including its members, employees, agents and representatives.

**1.36. Project:** The project referenced and described in the Agreement and Contract Documents.

**1.37. Punch List:** A list of incomplete or non-conforming items of Work that do not impact Substantial Completion, which do not interfere with the use or occupancy of any part of the Work for its intended purpose and which, unless delayed by the need to order materials that could not reasonably have been anticipated by the Contractor, collectively are capable of being completed within sixty (60) days. Contractor must complete the items on the Punch List prior to the Owner's Final Acceptance of the Work.

**1.38. Record Drawings:** The Drawings issued for construction on which the Engineer, RE, and/or RPR as designated by the Owner, shall show changes due to Addenda or Change Orders

or other information which the Engineer, RE, and/or RPR considers significant. The Record Drawings shall be prepared and updated during the prosecution of the Work. The Engineer, RE, and/or RPR as designated by the Owner, shall maintain said Record Drawings in good condition and shall use colored pencils or other methods reasonably acceptable to the Owner to mark-up said set with "record information" in a legible manner to show: (1) deviations from the Drawings made during construction; (2) details in the Work not previously shown; (3) changes to existing conditions or existing conditions found to differ from those shown on any existing Drawings based on information provided by the Contractor or Observer; (4) the actual installed position of various components of the Work; and (5) such other information as the Owner may reasonably request.

**1.39. Resident Project Representative (RPR):** The authorized representative of the Owner or Engineer assigned to assist the Owner and Engineer with certain construction administration, observation, or other tasks at the Site or elsewhere during the Construction Phase. As determined by the Owner, the RPR will either be an agent or employee of the Engineer or Owner and under the direct supervision of the party contracting for the RPR's services. As used herein, the term RPR includes any assistants of RPR agreed to by the Owner.

**1.40. Request for Information (RFI):** A written communication from the Contractor to the Engineer, RE, and/or RPR as designated by the Owner, requesting clarification of design Drawings, Specifications, or other Contract Documents, or requesting information needed to perform the Work and not included in the Contract Documents. The Contractor also shall submit an RFI if the Contractor discovers a conflict or inconsistency in the design documents that cannot be resolved by a thorough review of the Contract Documents or application of the priority of documents provisions set out herein.

**1.41. Risk Register:** The Risk Register is a document identifying planned and potential Project circumstances and events that could adversely impact the Work, Schedule, and public. The Risk Register includes: an estimate of the severity of impact; mitigation strategies; the identity of parties potentially impacted by each risk; and the governmental agencies affected by, or with jurisdiction over, the event, risk, or circumstance. The Engineer shall use the Risk Register as a risk management tool throughout the life of the Project.

**1.42. Samples:** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged. Samples shall be protected and remain available until after Final Completion.

**1.43. Schedule:** The term "Schedule" means and refers to the CPM Schedule required by the Contract Documents.

**1.44. Schedule of Submittals:** A schedule, prepared and maintained by the Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

**1.45. Schedule of Values:** A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Application for Payment.

**1.46. Site:** Land or areas indicated in the Contract Documents as being furnished by the Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by the Owner which are designated for the Contractor's use.

**1.47. Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to Engineer for review and response. Shop Drawings illustrate some portion of the Work. Engineer shall transmit a final reviewed copy of the Shop Drawings to the Owner and RPR.

**1.48. Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

**1.49. Standard of Care:** The level of performance established by Section 2 of The Engineering Services Agreement Standard Terms and Conditions.

**1.50. Submittal:** A written or graphic document, prepared by or for the Contractor, which the Contract Documents require the Contractor to submit to the Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by the Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by the Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Contract Documents.

**1.51. Substantial Completion:** The time at which the Work (or a specified part thereof) has progressed to the point, where, in the opinion of the Owner, Engineer, RE, and/or RPR as designated by the Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and Contractor has (1) submitted the final versions of all operations and maintenance manuals, and/or other information that may be required by the Contract Documents, embodying such corrections and modifications from initial versions as the Owner shall reasonably request, (2) completed all training and start up requirements in the Contract Documents; and (3) completed all other requirements for Substantial Completion as may be defined elsewhere in the Contract Documents and as evidenced by the Owner's issuance of an acknowledgement of Substantial Completion. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

**1.52. Total Project Costs:** The sum of the Construction Cost; the total costs of services of Engineer and other design professionals and Consultants; the cost of land, rights-of-way, and compensation for damage to properties; the Owner's costs for consulting, legal, accounting, insurance counseling, and auditing services; the Owner's cost for interest and financing charges incurred for the Project; the Owner's internal management costs; and the cost of other services to be provided by others to Owner.

**1.53. Work:** The entire completed construction or the various separately identifiable parts thereof including but not limited to all labor, materials, and equipment required to be provided under the Contract Documents to construct the Project. Work includes and is the result of performing or furnishing labor, services (including design services), and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such

construction, all as required by the Contract Documents. The scope of the Work also shall include any or all deviations in the Contract Documents required to meet job conditions and to complete the Work in conformance with the intent of the specific Contract requirements. The Work shall not include activities to be performed, or labor, services, materials, supplies and equipment to be supplied, by Owner hereunder.

**1.54. Work Directive:** A written directive to the Contractor issued on or after the effective date of the Agreement and signed by the Owner, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Directive will not change the Contract Sum or the Contract Times but may be issued when the parties expect that the change directed or documented by a Work Directive may be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Times. A Work Directive also may be issued when the Contractor and the Owner are in a dispute as to whether there is a change in the Contract Documents, or whether a change is compensable to the Contractor, or requires a credit to the Owner. In such case, the Work Directive requires the Contractor to proceed with the Work addressed therein, without any determination or evidence of any intent to enter into a Change Order, or right to an increase in the Contract Sum or additional time.

## **2. STANDARD OF CARE AND ENGINEER'S RESPONSIBILITIES**

**2.1.** The services to be provided by the Engineer include the professional discipline and expertise necessary to achieve the Project in the best interest of the Owner, its constituents, and rate payers, and within the budget established for the Project. The Engineer accepts the relationship of trust and confidence established by this Agreement and shall perform its services in the best interests of the Owner and the public.

**2.2.** The Engineer shall adhere to its duty as a licensed professional engineer to protect the health, safety, and welfare of the public.

**2.3.** The Engineer shall perform its services using employees, agents, and consultants who are experienced and suitably skilled in their profession. The Engineer's services shall meet or exceed the professional skill and care ordinarily provided by the Engineers and Consultants practicing in the same profession, in the same or similar locality, under the same or similar circumstances.

**2.4.** The Engineer understands the Owner's goal of managing and mitigating risks imposed by the Project. The Engineer shall identify potential impacts each part of the Project may have on the surrounding environment and community and shall advise the Owner of those impacts.

**2.5.** The Owner relies on the experience and expertise of the Engineer to design a Project that effectively meets the Owner's goals and objectives. The Engineer understands those goals and objectives, will assist the Owner in refining or revising them when necessary, and will provide services that enable the Owner to achieve them.

**2.6.** The Engineer will comply with and its Services shall be in accordance with all Laws and Regulations. The Engineer, its staff, and its Consultants will maintain, at their own expense, all licenses and certifications necessary to perform the services required by this Agreement.

**2.7.** The Engineer shall advise the Owner of other services that (i) should be provided if the



Engineer is to meet its Standard of Care obligations, (ii) are reasonably necessary to accomplish the Owner's goals for the Project, (iii) are necessary to quantify or mitigate the impact of the Project on the surrounding environment and community, and/or (iv) are necessary to quantify or reduce the Construction Cost or Total Project Costs to the Owner's stated budget. In the event the Engineer has determined such additional services are necessary, the Engineer shall so notify the Owner in writing. Revisions to the Engineer's scope of services and compensation will be accomplished in accordance with Sections 4 and 9.

**2.8.** In the event the Engineer intends to allocate or delegate responsibility for part of the Work's design to the Contractor, the Engineer will address the design elements considered for delegation in a written report to the Owner or in the Basis of Design Report, as applicable to the Engineer's scope of services. In connection with this, the Engineer shall: perform a Baseline Conditions Assessment sufficient to enable the Contractor's consultants to meet the same Standard of Care this Agreement imposes on the Engineer; identify potential impacts of the Contractor-designed Work in the Risk Register and prepare a plan for managing those impacts; and identify the advantages and disadvantages associated with the allocation of responsibility for that part of the Work's design to the Contractor.

**2.9.** Final Drawings, Specifications, Bidding Documents, or Contract Documents shall be complete and unambiguous and shall comply with all Laws and Regulations. Changes in Laws and Regulations after the date of this Agreement may be the basis for modifications to the Engineer's scope of services, times of performance, or compensation; however, the Engineer shall still produce Final Drawings, Specifications, Bidding Documents, or Contract Documents that comply with them. By submitting final Drawings, Specifications, Bidding Documents, or Contract Documents to the Owner, the Engineer acknowledges it has informed the Owner in writing of any Additional Services, tests, studies, analyses, or reports that are necessary or advisable for the successful implementation of the Project.

### **3. CHANGES IN SCOPE AND ENGINEERING REDESIGN**

**3.1.** Changes in the Engineer's scope of services or compensation shall be accomplished with an Engineering Work Order issued by the Owner, accepted by the Engineer, and executed by the authorized representative of both. The Engineering Work Order will describe the scope of the revised or additional service and the change in, or basis of, the Engineer's compensation. The Engineer shall not proceed with revised or additional services without a fully executed Engineering Work Order and waives its right to compensation for additional services in the event it proceeds without one.

**3.2.** The Owner shall have the right to disapprove any portion of the Engineer's services on the Project, including, but not limited to, preliminary design phase documents, final design phase documents or Construction Documents, on any reasonable basis, or because in Owner's opinion, the Total Project Cost or the Construction Cost of such design is likely to render the Work or the Project not feasible.

**3.3.** In the event any phase of the Engineer's services is not approved by the Owner, the Engineer shall proceed, when requested by the Owner, with revisions to the design or documents prepared for that phase to address the Owner's requested changes. These revisions will be made at the Engineer's cost, unless the service was previously accepted by the Owner, in which case the revision shall be an Additional Special Service.

**3.4.** Should there be substantial revisions to the Project after the approval of the Drawings that

changes substantially or increases the scope of design services to be furnished hereunder, the Engineer shall so notify the Owner in writing and receive an Engineering Work Order before proceeding with revisions necessitated by such changes in accordance with Section 4.1.

#### **4. OWNER'S RESPONSIBILITIES**

**4.1.** The Engineer may use and rely upon information provided by the Owner in performing the Engineer's services under the Agreement; however, the Engineer shall critically review that information and determine it is sufficiently complete to support the Engineer's service.

**4.2.** Should the Engineer discover deficiencies or inaccuracies in the information provided by the Owner, the Engineer shall immediately notify the Owner and shall determine the additional verification or services that are necessary to correct or address the deficiency or inaccuracy.

**4.3.** In the event the Engineer believes the Owner has failed to meet the Owner's obligations under this Agreement, the Engineer will give the Owner prompt written notice of the failure, after which time the Owner shall have a reasonable time to cure it. The Engineer's failure to give written notice in accordance with this Section 4.3 shall operate as a release and waiver of the Engineer's right to seek damages from the Owner for the event or condition.

#### **5. TECHNICAL ACCURACY**

**5.1.** The Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom and Owner shall not be responsible for discovering deficiencies therein. Engineer shall correct any deficiencies without additional compensation. The Engineer shall be responsible for the professional quality, technical accuracy, and coordination of all Drawings, Specifications, baseline condition studies and reports, and design documents used on the Project, regardless of whether such Drawings, Specifications or other design documents are prepared by the Engineer or by the Engineer's Consultants.

**5.2.** The Engineer's Drawings, Specifications, Bidding Documents, and Contract Documents will describe constructable Work and will describe a completed Project that complies with all Laws and Regulations.

**5.3.** If the Engineer continues with design or investigations begun by others, the Engineer accepts full responsibility for those earlier services when the Engineer bases any part of its services on them, as if the earlier services had been performed by the Engineer itself. This includes coordinating and checking all Drawings for the accuracy of all dimensional and layout information, as fully as if each Drawing were prepared by the Engineer. Such review and responsibility does not extend to confirming or checking the accuracy of manufacturer's specifications or product data.

**5.4.** The Engineer will affix its professional endorsement (seal) upon all designs, Drawings, Specifications, estimates, and engineering data furnished to the Owner and will comply with all requirements of 1980 PA 299 Article 20, MCL 339.2001 through 399.2014.

**5.5.** In the event the Contract Documents impose design responsibility on the Contractor for part of the Work, the Engineer will nevertheless be responsible for coordinating and integrating the Contractor's design with the Engineer's designs. The Engineer will also perform sufficient review of the Contractor's design to ensure it meets the Standard of Care established by this Agreement and does not expose the Owner and those listed on the Risk Register to a greater

degree of liability or harm than originally described in the Engineer's initial risk assessment.

**5.6.** Disagreements over the quality, acceptability, timeliness, or satisfactory performance of the Engineer's services shall be decided by the Owner, subject to the dispute resolution procedures in the Agreement.

## **6. CONSULTANTS**

**6.1.** The Engineer may retain such Consultants as it reasonably deems necessary to assist in the performance of its duties under this Agreement. The Engineer must submit the name, qualifications, cost, and proposed scope of work for each Consultant to the Owner for the Owner's prior review and approval. The Engineer shall not retain a Consultant to which the Owner has made a reasonable objection. The Engineer is not obligated to retain a Consultant that has been recommended by the Owner to which the Engineer has made a reasonable objection.

**6.2.** The Engineer shall be responsible to the Owner for the acts and the omissions of the Engineer's Consultants, including, without limitation, such Consultant's negligent errors and omissions and failure to comply with applicable Laws and Regulations and the Standard of Care. The Engineer shall require each Consultant, to the extent of the services to be performed by it, to be bound to the Engineer by terms of this Agreement, and to assume toward the Engineer all the obligations and responsibilities that the Engineer assumes toward the Owner, including, but not limited to, the Standard of Care, insurance requirements, ownership of intellectual property, and participation in dispute resolution proceedings. Each consulting agreement shall preserve and protect the rights of the Owner to enforce its rights and remedies against the Consultant as a third-party beneficiary.

**6.3.** The Owner may enter into contracts with the Engineer's Consultants and sub-consultants for work that is outside the scope of this Agreement. The Engineer agrees such use of the Consultant or sub-consultant's services by the Owner does not constitute a conflict of interest.

**6.4.** The Engineer contingently assigns its contracts with the Engineer's Consultants, which assignment shall become effective upon the Owner's termination of the Engineer for cause under Section 12 and the Owner's written acceptance of the assignment.

## **7. TIME FOR PERFORMANCE**

**7.1.** Time is of the essence in the performance of the Engineer's services. The Engineer agrees to perform its services expeditiously, with professional skill and care necessary to ensure the orderly and timely progress of the Project.

**7.2.** The Engineer will provide the Owner with a milestone schedule for the completion of the Engineer's services and will comply with any scheduling requirements that are provided in writing by the Owner.

## **8. PAYMENT FOR ENGINEERING SERVICES**

**8.1.** Payment to the Engineer is conditioned upon receipt of Project funds by the Owner from its funding sources.

**8.2.** Provided sufficient Project funds have been received by the Owner, monthly progress payments shall be made to the Engineer in response to an invoice presented to the Owner by

the Engineer. Such monthly progress payments shall be made expeditiously after the invoice is approved by the Owner, which will not be unreasonably withheld or delayed.

**8.3.** In the event the Engineer provides services on a stipulated sum basis, the Engineer shall submit to the Owner a schedule of values prior to submitting its first invoice. The schedule of values shall allocate the stipulated sum among the components of the Engineer's services in proportion to each component's anticipated cost. The Engineer's invoices for a progress payment shall show the percentage of completion of each component in the billing period. The Engineer's invoice shall not request payment for more than the value of the percentage of each component completed during the billing period. Final payment of the remainder of the stipulated sum will be made after the Engineer has satisfactorily completed all of its obligations under the Engineering Services Agreement and all other conditions to payment have been met.

**8.4.** The Engineer's invoice may include the expenses listed in this Section 8.4 that have been incurred by the Engineer and the Engineer's Consultants and are directly related to the Project. The Engineer shall not apply mark-up to reimbursable expenses unless specifically authorized by the Engineering Services Agreement (DC-391 Part A).

**8.4.1.** Transportation and authorized out-of-town travel and subsistence;

**8.4.2.** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

**8.4.3.** Permitting and other fees required by authorities having jurisdiction over the Project;

**8.4.4.** Printing, reproductions, plots, and standard form documents;

**8.4.5.** Postage, handling, and delivery;

**8.4.6.** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

**8.4.7.** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

**8.4.8.** All taxes levied on professional services and on reimbursable expenses; and

**8.4.9.** Site office expenses.

**8.5.** The Engineer will comply with the Owner's standard billing procedures governing submittal and timing of invoicing, including coding requested by the Owner to process the invoice. In all cases, the Engineer's invoices shall include documentation required by the Owner to support the Engineer's request for payment, such as time sheets, employee classifications, hours worked, hourly rates, and a breakdown showing mark-ups, overhead rate, and profit, and invoices from vendors and Consultants. The Engineer shall also provide a summary on each invoice of the amount billed to date for each category or phase of service and the amount remaining on the budget for it, if one has been established. The Owner will not be responsible for delay in payment due to the Engineer's failure to submit invoices in a timely manner.

**8.6.** The Engineer shall pay its Consultants in a timely manner in accordance with its agreements with them.

**8.7.** The Engineer shall keep full and detailed records and accounts related to the cost of its services and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Engineer shall ensure its Consultants maintain comparably acceptable accounting records and systems.

**8.7.1.** The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Engineer's records and accounts, including complete documentation supporting accounting entries, books, correspondence, e-mails, letters, memos, instructions, drawings, receipts, Consultant agreements, Consultants' proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement.

**8.7.2.** The Engineer shall preserve these records for a period of three years after final payment, or for such longer period as may be required by governmental agencies providing financing for the Project.

**8.7.3.** The Engineer will reimburse or compensate, as appropriate, the Owner for all errors in billing and payment to the Engineer.

## **9. NO WAIVER OF RIGHTS**

**9.1.** The Owner's review, approval, acceptance of, or payment for any of the services required under the Agreement is not a waiver by the Owner of the rights under the Agreement or of any cause of action arising out of the performance of the Agreement by the Engineer.

**9.2.** Notwithstanding any other provision in this Agreement, no provision in this Agreement is intended, nor shall any such provision be construed, as either waiving or constituting a waiver of any public or governmental immunity afforded to the Owner, and/or Owner's agents, employees, representatives as provided by applicable statutes and/or court decisions.

## **10. RESPONSE TO CLAIMS**

**10.1.** The Engineer shall assist and cooperate with the Owner in the investigation of, response to, and defense of any Claims occurring on or arising out of the Project by providing access to documents and witnesses and by providing a detailed response to any request for analysis of it. Subject to Sections 10.2 and 10.3, in the event the Claim arises out of the Engineer's services under this Agreement the Engineer shall also support the Owner's response by paying for the defense to the Claim, which may include services of attorneys, expert witnesses, and other professionals.

**10.2.** The cost of the Engineer's assistance, cooperation, and defense of a Claim shall be borne by the Owner and Engineer in proportion to the Owner's and the Engineer's degree of fault for it, as determined by factual findings in litigation or in arbitration proceedings. A party who has paid less than its aliquot share of the cost to defend a Claim shall reimburse the other.

**10.3.** The Engineer's reimbursement obligation for the Owner's attorney fees, only, and not otherwise covered and paid by the Engineer's professional liability insurance, shall be limited to 15 percent of the Engineer's total fee for services under this Engineering Services Agreement.

**11. DEFAULT**

**11.1.** If the Engineer at any time: A) fails to meet the Standard of Care; B) fails to perform its services with promptness and diligence; C) causes delay or in any way interferes with the progress of the Work or the Project, D) fails to pay its Consultants or vendors; or, E) fails to perform any obligation imposed by this Agreement, the Owner may declare the Engineer to be in default and take any action the Owner deems expedient or necessary to remedy the default, including, but not limited to, suspension of payment or performance of the Engineer's services itself or with another Engineer or Consultant. The Owner will endeavor to give the Engineer an opportunity to cure the default if, in the Owner's sole opinion, the Engineer can cure the default without harm to the Project.

**11.2.** The Owner may deduct the costs it incurs as a result of the default (including internal staff costs and attorney and professional fees) from any money then due or thereafter to become due to Engineer under this Agreement. The Engineer's default under this Agreement shall operate as a cross-default under any other agreement between the Engineer and the Owner and shall entitle the Owner to suspend payments otherwise due to the Engineer under those other agreements. In the event of default, Engineer shall not be entitled to receive any further payment until the services have been wholly finished or the defaults have been cured. If the expense of finishing the services, correcting the defaults, or the Owner's damages exceeds the unpaid balance due to Engineer under this Agreement, then Engineer shall pay the difference to the Owner. Failure by the Owner to exercise the options contained in this section shall in no way prejudice or limit the Owner's right to pursue damages for the Engineer's breach of this Agreement.

**12. SUSPENSION AND TERMINATION**

**12.1.** The Owner may suspend the Project for its convenience for a period of 180 days. The Engineer will be equitably compensated for actual costs it incurs as a proximate result of the suspension, provided the Engineer has not caused or contributed to the Owner's need to suspend the Project. The parties may mutually agree to a suspension that exceeds 180 days.

**12.2.** The obligation to provide further services under this Agreement may be terminated for cause:

**12.2.1.** By the Owner upon seven days' written notice in the event of substantial failure by the Engineer to perform an obligation imposed by this Agreement.

**12.2.2.** By the Engineer upon seven days' written notice if Engineer believes that the Engineer is being requested by the Owner to furnish or perform services contrary to the Engineer's responsibilities as a licensed professional; or upon seven days' written notice if the Engineer's services for the Project are stopped or suspended for more than 180 days for reasons unrelated to the Engineer.

**12.2.3.** Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt

of the notice.

**12.3.** The Owner may terminate this Agreement for its convenience upon seven days written notice to the Engineer, without regard to any fault or failure to perform by any party.

**12.4.** Compensation to the Engineer in the event of termination:

**12.4.1.** If the termination is for the convenience of the Owner, compensation of the Engineer shall be made in accordance with Section 9 for services satisfactorily performed or furnished in accordance with this Agreement through date of termination plus actual expenses directly caused by the termination, but the Engineer will not be paid for unperformed services, poorly performed services, or anticipated profit on unperformed services.

**12.4.2.** If the termination is for the Engineer's default, compensation of the Engineer shall be made in accordance with Section 9 for services satisfactorily performed or furnished in accordance with this Agreement through date of termination after deducting the costs, expenses, internal engineering time and expenses, attorney and professional fees, and damages incurred by the Owner as a result of the Engineer's default from the amount earned by the Engineer. If the difference due to the Owner exceeds the amount earned by the Engineer, the Engineer shall pay the difference to the Owner.

**12.5.** Upon receipt of a termination notice, whether for cause or the convenience of the Owner, the Engineer shall immediately discontinue all services (unless the notice directs otherwise); deliver to the Owner copies of all data, Drawings, Specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Engineer in performing this Agreement whether completed or in process; assign to Owner any Consultant agreements, subcontracts, purchase orders or other contracts which Owner requests; and perform any other services upon termination as required in other provisions of this Agreement.

**12.6.** Termination of the Engineer only relieves it of the duty to perform services; all other obligations imposed by this Agreement, such as cooperation and indemnification, continue.

### **13. COOPERATION WITH SUCCESSOR ENGINEER**

**13.1.** In the event of a termination under this Agreement, the Engineer consents to the Owner's selection of another engineer of the Owner's choice to assist the Owner in any way in completing the Project. The Engineer further agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by the Owner and such other engineer as Owner may desire. The Engineer shall not be held responsible for any changes made to the design of the Project by its successor. The Owner shall equitably compensate the Engineer for post-termination services the Owner has requested the Engineer to perform.

### **14. OWNERSHIP OF DOCUMENTS**

**14.1.** Upon completion of the Work or any earlier termination of this Agreement, the Engineer will revise Drawings to reflect changes made during construction and it will promptly furnish Owner with two complete D+ (24" x 36") sets of reproducible Record Drawings and an electronic PDF, and in the latest version of AutoCAD. Prints shall be furnished, as an Additional Special Service if requested by the Owner, at any other time prior to completion of the Work.

**14.2.** All Drawings and Specifications shall be the property of the Owner who may use them without the Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

**14.3.** Any use or modification of the Drawings and Specifications after Final Completion by the Owner without written verification or adaptation by the Engineer will be at Owner's sole risk and without liability or legal exposure to the Engineer or to Engineer's Consultants. The Owner releases the Engineer and the Engineer's Consultants from all claims, demands, and causes of action that the Owner may have against the Engineer arising out of or resulting from such use.

**14.4.** The Owner shall be entitled to a copy of all data, analysis, work sheets, designs, Drawings, survey notes, field notes, e-mails, memos, letters, or any other information or document developed by the Engineer in the performance of this Agreement or used in preparation of the Drawings and Specifications. The Engineer shall retain such items 10 years and upon request furnish copies of the same to the Owner.

**14.5.** Any computer programs or modifications to a program for the specific benefit of Owner shall become the property of the Owner. Any and all documentation pertaining to any program or modification for the specific benefit of the Owner shall be surrendered to and become the property of the Owner.

**14.6.** The Owner shall be provided with a copy of the source code and script for any programs provided which are critical to the operation of the system.

**14.7.** Any computer services or products requiring the use of pre-existing or proprietary computer programs or software of the Engineer, shall, upon request, be provided for the Owner's use in effecting completion of the specific objectives of this Agreement and for use by the Owner in operating and maintaining the Project during its useful life.

**14.8.** Notwithstanding any other provisions of this Agreement, all of the Engineer's pre-existing or proprietary computer programs or software developed by the Engineer outside of this Agreement shall remain the exclusive property of the Engineer.

## **15. INSURANCE**

**15.1.** The Engineer will, at no cost to the Owner, obtain and maintain for the duration of this Agreement the following insurance coverages with insurance companies licensed to do business in the State of Michigan for a period of ten years following the completion of the Project, to the extent such insurance coverage is commercially available:

- .1** Professional Liability/Errors and Omissions coverage in the minimum amount of **\$5,000,000** per occurrence/claim and aggregate as well as Professional Liability/Errors and Omissions excess liability coverage in the amount of **\$1,000,000** per occurrence/claim and aggregate.
- .2** Commercial General Liability coverage on current ISO forms in the minimum amount of **\$3,000,000** combined single limit per occurrence and aggregate, including contractual liability recognizing this contract. The total minimum per occurrence and aggregate limit of liability may be satisfied by a combination of General Liability and Excess Liability (umbrella) policies.



- .3** Comprehensive Automobile Liability coverage to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle owned, non-owned or hired vehicles in the minimum amount of **\$1,000,000** combined single limit per occurrence. No fault coverage complying with the statutory requirements of the State of Michigan is also required.
- .4** Workers' Compensation Insurance coverage including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation statutes of the State of Michigan and the states in which work is conducted under the Agreement, disability benefit laws, if any; or federal compensation acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulator authorities in the state in which Work on the Project is performed and the State of Michigan are acceptable. Employee's liability coverage shall be in the minimum amount of **\$500,000** per occurrence.
- 15.2.** Each company from which the Engineer obtains insurance shall have an A.M. Best rating of A minus or better.
- 15.3.** All policies of insurance obtained by the Engineer shall be un-cancelable by endorsement without 30 days prior to written notice to the Owner.
- 15.4.** In the event the Owner establishes an Owner controlled insurance program (OCIP), the Engineer will enroll and participate in the program.
- 15.5.** The Engineer shall procure an endorsement to its automobile and Commercial General Liability policies naming the County of Oakland, Michigan, the Owner, and the drainage district, the Road Commission for Oakland County, and/or the Michigan Department of Transportation, as applicable, and its or their elected and/or appointed officials, employees and agents as additional insureds, with coverage for completed operations. The Engineer's insurance shall be primary and non-contributory. This additional insured coverage may be provided with a blanket endorsement to the policy.
- 15.6.** The Engineer's professional liability insurance policy shall provide coverage for errors and omissions of Consultants performing services for or on behalf of the Engineer.
- 15.7.** All of the Engineer's Consultants and sub-consultants shall comply with this Section 15. The Owner may waive a specific requirement for a specific Consultant or sub-consultant on a discretionary basis.
- 15.8.** All policies of insurance procured by the Engineer under this Section 15 shall contain a waiver of subrogation in favor of the Owner and the other parties named as additional insureds.
- 15.9.** The Engineer assigns any claim to insurance proceeds paid by its Consultant's insurers to the Owner, to the extent the Owner has incurred damages as a result of the Consultant's errors, omissions, or negligent acts.
- 15.10.** The Engineer will provide certificates of insurance, endorsements, and copies of insurance policies required by this Section 15 to the Owner upon execution of this Agreement. The Owner may reject insurance policies it deems to be non-standard.

**16. INDEMNIFICATION**

**16.1.** The Engineer shall be liable to the Owner in accordance with applicable law for all damages to the Owner caused in whole or part by the Engineer's and Engineer's Consultant's negligent acts, errors, or omissions in the performance of any of the services furnished under the Agreement or breach of this Agreement.

**16.2.** The Engineer agrees to indemnify and hold harmless the Owner and the Owner's agents, employees, and representatives against any and all Claims, loss, liability, damages, costs, and expenses, including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, all internal engineering and other time and expenses incurred by Owner using its own staff, and all court or other dispute resolution costs, caused by or arising out of the negligent acts, errors, or omissions of the Engineer, its agents, Consultants, employees or representatives, regardless of whether or not such Claim, loss, liability, damage, cost, or expense is caused or contributed to, in part, by a party hereunder. However, the Engineer shall not be required to indemnify or hold harmless the Owner or other indemnified parties for their own negligence or breach of this Agreement.

**16.3.** The Engineer shall pay all costs incurred by the Owner to enforce this indemnification obligation, including, but not limited to, the Owner's internal staff costs and its attorney fees.

**16.4.** The Engineer shall have no rights against the Owner for indemnification, contribution, subrogation, or reimbursement under any theory except as expressly provided herein.

**17. DISPUTE RESOLUTION**

**17.1.** Claims and disputes between the Owner and Engineer shall be resolved by litigation in the Circuit Court for Oakland County, Michigan (a court Engineer agrees has personal jurisdiction over it and is a convenient venue) unless the Owner, at its sole option, elects to have the Claim or dispute resolved in a different venue (such as the Michigan Court of Claims) or by arbitration. The Engineer shall be bound by the Owner's election, and any litigation already commenced shall be transferred to the Owner's chosen venue or stayed pending the conclusion of the arbitration proceedings.

**17.2.** If the Owner elects arbitration, the proceeding, unless the parties agree otherwise, shall be conducted in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then in effect. The Owner, at its sole discretion, may consolidate an arbitration conducted under this provision with any other arbitration to which it is a party, provided the arbitrations to be consolidated involve common questions of law or fact. The Owner may also, at its sole discretion, include by joinder persons or entities involved in a dispute with a common question of law or fact such as the Contractor or an insurer. This agreement to arbitrate with the Owner and others shall be specifically enforceable in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**17.3.** Regardless of the Owner's election to arbitrate or litigate, the Owner and the Engineer agree to participate in non-binding facilitative mediation before the arbitration hearing or trial, as the case may be. The Engineer agrees to participate in facilitative mediation with all third parties the Owner believes necessary to resolve the dispute, such as the Contractor or an insurer.

**17.4.** The Engineer shall continue to perform its obligations under this Agreement during the

pendency of any Claim or dispute resolution proceedings.

**17.5.** The Engineer waives all Claims against the Owner for consequential damages (such as home office overhead, lost profits on this or other projects, and lost opportunity to pursue other projects) arising out of or relating to this Agreement, including any consequential damages due to its termination.

**17.6.** The period of limitations on any claim by the Owner against the Engineer shall begin on termination of the Engineer's services under this Agreement. The statute of limitations or period during which the Owner may prosecute an action against Engineer is extended to match the period of limitations governing an action against the Owner by the Contractor.

## **18. ASSIGNMENT**

**18.1.** The Engineer shall not assign this Agreement without the written consent of the Owner and Engineer shall not unreasonably object to any assignment of this Agreement by Owner, except to the extent that any assignment is mandated by law or the effect of this limitation may be restricted by law. Any attempted assignment by the Engineer in violation of this section shall be void.

**18.2.** Contingent on the Owner's written acceptance, the Engineer assigns to the Owner any claim the Engineer has against a Consultant or vendor for goods or services provided on the Project.

## **19. MISCELLANEOUS**

**19.1.** If there is a discrepancy between the obligations of the Engineer as provided for herein, and those set forth in the General Conditions of the Construction Contract, then the terms of this Agreement shall govern Engineer's obligations and responsibilities to Owner.

**19.2.** The Engineer will not replace its key people assigned to the Project without the prior written approval of the Owner, which will not be unreasonably withheld.

**19.3.** The Engineer shall not make any public presentation or public relations communication regarding the Project without the express written consent of the Owner.

**19.4.** The Engineer understands the Project may be subject to Federal, State of Michigan, or local requirements for such things as prompt payment and equal opportunity in employment. The Engineer will ascertain the applicability of any such requirement and comply with it.

**19.5.** Modifications to this Agreement may only be made in a writing executed by the Owner or his or her Deputy Commissioners, or Drainage Board, as applicable, and the Engineer.

**19.6.** The parties shall perform this Agreement in compliance with all applicable Laws and Regulations. This agreement is made and performed in Oakland County, Michigan and shall be interpreted, enforced, and governed under the laws of the State of Michigan.

**19.7.** The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. Any use of the singular or plural number, any reference to the male, female, or neuter gender(s), possessive or non-possessive, in this Agreement shall also be deemed to include the appropriate other when the context so suggests or requires.

**1. In performing Preliminary Engineering (Study) Phase Services the Engineer shall:**

- 1.1. Complete the Design Phase work within 150 days of the date of this ESA.
- 1.2. Establish a location or route for the Project, as applicable.
- 1.3. Complete a Basis of Design Report, with technical memoranda as required, developing and identifying all necessary disciplines and design criteria for necessary for the Project, such as hydraulic, hydrogeological, geotechnical, structural, civil, architectural, process, electrical, mechanical, environmental, plumbing, and instrumentation and control disciplines or designs. Engineer shall lead and conduct (3) meetings with the Owner and other entities as necessary to present the Basis of Design Report
- 1.4. Provide calculations and complete hydraulic profiles and any other hydraulic work required to complete the Project.
- 1.5. Set up, coordinate, and maintain for the duration of the Project a document exchange website using a system acceptable to the Owner for electronic file transfer between the Engineer, the Owner, Contractor, the municipalities in which Project is located, and other parties involved in the Project that require access to Project documents.
- 1.6. Gather and review all scope of work and background documents including those (if any) provided by the Owner during the Request for Proposal Phase of the project.
- 1.7. Perform all necessary field investigations and surveying to complete the Basis of Design Report.
- 1.8. Complete a study and investigation and provide preliminary recommendations regarding easement requirements for the Project.
- 1.9. Investigate, identify, and describe existing and proposed utilities in the Project vicinity for possible conflict with, and use for, the Project. Provide documentation and proof to the Owner that all utility owners potentially impacted by the Project have been contacted. Engineer shall follow-up as needed with non-responsive utility owners and shall obtain the required information. Identify all regulations regarding existing utilities, such as clearance, tolerance, and public notice requirements that may impact the constructability or schedule for the Project.
- 1.10. Complete all other design standard and code review work for the Project and determine permits necessary to construct it. The Basis of Design Report shall identify and discuss the standards, codes, and regulatory requirements applicable to the Project and shall identify and discuss permit requirements that may impact constructability or scheduling of the Project.
- 1.11. Provide lists of proposed equipment, preliminary design drawings, including schematics as required for civil, architectural, structural, process, mechanical, plumbing, instrumentation, and control, electrical and any other discipline necessary to complete the Basis of Design.
- 1.12. Develop and present for the Owner's Chief Engineer's approval a Baseline Conditions Assessment. The Baseline Conditions Assessment shall identify and describe the topographical, geological, hydrological, environmental conditions affecting each element of the project and the design options available as result. The Baseline Conditions Assessment shall also identify the

assumptions on which it is predicated. In the event the Engineer intends to recommend a portion of the design be delegated to the Contractor, the Engineer will describe proposed performance parameters necessitated by the baseline conditions and an assessment of the design options the Contractor is likely to pursue.

**1.13.** Prepare preliminary and final Basis of Design reports with technical memoranda as required. The Baseline Conditions Assessment shall be included in the final Basis of Design.

**1.14.** Provide recommendations and analysis for equipment and systems required for the Project.

**1.15.** Complete all investigations, studies, and other work regarding floodplains and wetlands necessary for the Project.

**1.16.** Identify and describe potential impacts the Project may have on the environment, community, public and private infrastructure and utilities, and the Owner's other facilities and property. The Engineer shall summarize these impacts and their magnitude for each of the design or configuration options being considered for the Project in the Basis of Design Report. This shall include impacts of designs that may be implemented by the Contractor when elements of design have been delegated to it.

**1.17.** The Engineer shall prepare a Risk Register. The Engineer shall lead and conduct (1) meetings with parties listed in it for discussion and feedback on the options being considered for the Project. The Risk Register must clearly describe the risks are to be managed during the Project. The Risk Register does not necessarily need to list individual homeowners or residents but must be specific enough to enable the Owner to identify sets of stakeholders (e.g., "Residents of Foxfire Subdivision").

**1.18.** Assist the Owner in presenting the Project as necessary (up to (1) meeting) for approval by governmental agencies with jurisdiction over it, the municipalities the Project is located in, affected municipalities, and any others listed on the Risk Register. Engineer shall lead these meetings in presenting the Project and provide technical support for discussion and feedback on the options being considered for the project. The Engineer shall also prepare agenda and meeting minutes for these meetings.

**1.19.** Prepare an estimated Construction Cost, Total Project Cost, and CPM Schedule in collaboration with the Owner for the Owner's use in budget preparation and refinement of the Project. The Engineer shall prepare options for the Project to ensure the Total Project Cost stays within the Owner's budget while still achieving the Owner's goals. The estimated Construction Cost, Total Project Cost, and CPM Schedule for each option being considered for the Project shall be separately identified in this analysis.

**1.20.** Coordinate with local property owners, communities, and agencies with jurisdiction over the Project to obtain the necessary permits to construct the Project as defined in the Basis of Design Report.

**1.21.** Provide zero paper copies in binder format and an electronic PDF of the draft and final Basis of Design Reports compiling the above technical memoranda, including schematic layouts, sketches, design criteria, preliminary facility/equipment sizing and the estimate of probable Construction Cost, Total Project Cost, and CMP Schedule prior to proceeding with the Design

Phase of the project.

**1.22.** Provide a virtual platform for all meetings, such as Zoom, Teams, GoToMeeting, or other similar virtual meeting platform approved by the Owner. The Owner shall be apprised of all such meetings and provided with all required information to facilitate the Owner's attendance.

**2. Additional Preliminary Engineering Phase Services (if any):**

*[insert or describe as necessary]*



November 9, 2023

Oakland County Water Resources Commissioner's Office  
One Public Works Drive  
Waterford, Michigan 48328

Attn: Mr. Evans Bantios, P.E.

Re: EFSD Walnut Lake PS No. 1 CAP  
Proposal for Professional Services – Preliminary Design

HRC Job No. 20230867

Dear Mr. Bantios:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this proposal for professional engineering services related to the subject project. For the purposes of this Project, we have contracted Applied Science, Inc. (ASI) as a subconsultant. Our services are based on our prior experience with the Evergreen-Farmington Sanitary Drain (EFSD) and our October 20 and 23 meetings. As discussed, at this time we are proposing to complete a Preliminary Design phase for the project to better scope our Final Design services. All services are proposed in accordance with our existing As Needed Engineering Services Agreement (Contract 006484). However, we are amenable to authorization under a new Work Order at your discretion.

In summary, the Preliminary Design will evaluate cost-effective solutions to allow flow from the Walnut Lake Pumping Station No. 1 (WLPS1) to be pumped to the Evergreen Interceptor and mitigate the sanitary sewer overflow (SSO) at the location during the design event. There are three (3) primary components of the Project:

1. Siphon Removal – Removal/replacement of the inverted siphon at 8-Mile and Southfield Road including a new metering facility.
2. Melrose Weir Modifications – Modification of the Diversion Structure at Melrose and Evergreen.
3. WLPS1 Modifications – Modification of the valving and controls at the PS.

The primary goal of the Project is to reduce the elevated hydraulic grade line during the design storm event along the eastern portion of the 8-Mile and southern portion of the Evergreen interceptor sewers. These improvements are one of the final items necessary to meet the Long-Term Corrective Action Plan (LTCAP) of the EFSD system, as identified in the Administrative Consent Order (ACO). Our proposed scope of services to complete the Project includes the following tasks and estimated hours/fees:

Project Coordination – in addition to typical project coordination between HRC, ASI and OCWRC staff, the Project will need to be coordinated with GLWA (operator of the existing siphon and metering facility) and DWSD (owner of the siphon and metering facility).

100 Hours @ \$150/Hour = \$15,000.00  
ASI: 60 Hours @ \$150/Hour = \$9,000.00

Background Information – HRC/ASI will gather and review relevant background information. Some of this information was provided by WRC at the October 23<sup>rd</sup> meeting, and some of it is available in our record files. However, we propose to research and obtain additional information as may be determined available as the Project progresses.

50 Hours @ \$120/Hour = \$6,000.00  
ASI: 24 Hours @ \$150/Hour = \$3,600.00

Topographical Survey – HRC proposes to complete a topographical survey of the Siphon project site. For the purposes of this task HRC proposes to scan the site. This type of scanning method is known as Static Terrestrial Scanning (STS) and consists of a scanning instrument mounted on a tripod. After the scans are complete, they are registered together and published as a point cloud from which existing hard surface features are extracted in a survey CAD drawing. Supplemental data will be collected via total station and GPS survey instruments in areas where scanning collection is limited. Processing of the survey information will be completed by office personnel. Completion of a base drawing, including identification of existing ROW/easement limits is included in this task.

230 Hours @ \$110/Hour = 25,300.00

Preliminary Design – utilizing all of the above information, the HRC/ASI team will work with WRC staff to determine the Project that best meets the identified goals and constraints. The primary project goal is to meet the needs of the WLPS 1 CAP, which includes the hydraulic performance and anticipated system response for the design storm event. Constraints include: cost; schedule; risk; constructability; identification of any additional property/easements; impact to adjacent utilities, the public and the environment; and short/long-term impacts of operation and maintenance. Throughout this task HRC will prepare sketches, lists of pros/cons, cost estimates and work with ASI to generate modeling results for discussion at meetings with vested parties to finalize the Final Project scope.

250 Hours @ \$140/Hour = \$35,000.00  
ASI 60 Hours @ \$150/Hour = \$9,000.00

Project Plan – HRC will revise the Project Plan in accordance with the October 26, 2023 Memorandum provided by Sally Duffy, which identified key dates and items of work for this task. The Project Plan will serve as the Basis of Design Report and be the final deliverable for the Preliminary Design phase. HRC submitted the Intent to Apply (ITA) to EGLE on October 31<sup>st</sup> (Tracking Number 1031-5054).

200 Hours @ \$130/Hour = \$26,000.00  
ASI 40 Hours @ \$150/Hour = \$6,000.00

As indicated above, we are proposing a total project budget of \$107,300 for HRC's services. In addition, we are proposing \$27,600 as a sub-contract fee for ASI, which would be marked-up 10% for a total fee of \$30,360. In total, the work order or authorization limit that will not be exceeded without your prior authorization is \$137,660. However, we are open to negotiation and modification of any items above to best meet your needs and expectations. The Project schedule will begin immediately and be completed upon submittal of the Project Plan, at which time Final Design will commence.

This project will be overseen by Daniel Mitchell, President, and managed by James Surhigh, Sr. Associate. In addition, Sally Duffy, Manager and Karyn Stickel, Sr. Associate will lead the efforts surrounding the Project Plan. For ASI, the project will be overseen by Tim Minor, PE and managed by Andy Wood. We believe you are familiar with the capabilities and experience of all these individuals but can provide detailed resumes upon request.

We have identified a number of items that are critical to the Final Design, but may also be considered during the Preliminary Design as the Project progresses, including:

- Geotechnical – while soil borings have been provided, due to the adjacent gas station, environmental testing of the soils in the area of the siphon is also warranted. In addition, professional opinions regarding tunneling, bracing, dewatering, and other factors related to the construction means and methods are necessary. HRC will need to subcontract this work.
- Instrumentation and Control – evaluation of I&C requirements for the new flow meter interface with both the GLWA and WRC systems is necessary. HRC will need to subcontract this work.
- Scanning – additional scanning of at the WLPS1, Melrose metering chamber, and siphon/meter structures is warranted. HRC can perform this work directly.



- ROW/Easement Acquisition – pending the needs to facilitate construction and mitigate risk for the Siphon Removal component, additional easements/ROW may be warranted. HRC can perform this work or coordinate with WRC staff.

In addition, items such as flow bypass requirements during construction, material/equipment selection, and permitting will occur during the Final Design process. Should an opportunity arise where it makes sense to begin any of these items of work prior to Final Design, HRC will provide a proposal to WRC upon request.

If you have any questions or require additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



pc: HRC; J. Surhigh, S. Duffy, File  
ASI; T. Minor, A. Wood

DWM/dwm  
Attachment  
Enclosure  
pc: HRC; File

Accepted By:

Signature: \_\_\_\_\_

Written Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairperson of the Evergreen Farmington Sanitary Drain Drainage Board

**FROM:** Evans Bantios, P.E. Project Engineer

**SUBJECT:** Recommendation to award construction material testing; construction engineering services and additional engineering design services to DLZ Michigan, Inc. for the I-696 Pump Station Rehabilitation project

**DATE:** December 19, 2023

DLZ Michigan, Inc. (DLZ) will assist Oakland County Water Resources Commissioner (OCWRC) in the administration of the construction contract. These services will include submittal and shop drawing review; pay application review; document control via a website; coordinate, facilitate, attend, and summarize biweekly meetings; right-of-way layout; coordinate change orders; communicate with the local communities; and material testing. DLZ had additional expenses due to the length of coordination effort with DTE.

A detailed breakdown of DLZ's scope of work is detailed in the attached Engineering Work Order. DLZ is requesting an additional \$10,917 for material testing; \$85,777.12 for construction engineering services; and \$10,540 for additional design services. DLZ will bill OCWRC on a time and material basis in accordance with the contract stand fee and schedule.

**Requested Action: Award DLZ Michigan, Inc. a contract for construction engineering services; material testing and additional design engineering services on the I-696 Pump Station Rehabilitation project in the amount of \$107,234.12.**

**Jim Nash Oakland County Water Resources Commissioner  
Evergreen Farmington Sanitary Drain Drainage District  
For the I-696 Pump Station Rehab Project  
Farmington Hills, Michigan**

**Engineering Work Order No.** D-466(2)

**Date:** 11/29/2023

**To:** DLZ Michigan, INC.

**For:** EFSD I-696 Sanitary Pump Station Rehabilitation

### DESCRIPTION

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the EFSDS I-696 Sanitary Pump Station Rehabilitation Project that falls under section 3 of contract no. CON009173. This EWO serves as your approval for compensation of the following additional services as delineated in your attached proposal.

#### Materials Testing Services

- Provide a qualified individual to perform field material testing of concrete at the time of placement in the field, when required the individual will be concrete certified. Testing will include slump, temperature, air content, and casting of concrete cylinders per the frequency requested by the Client. The invoice will reflect the number of cylinder molds used, which will be provided by DLZ, and the number of cylinders broken at DLZ's laboratory.
- Provide a qualified individual to perform material testing on-site for soils compaction, using a Troxler nuclear density gauge. Density tests will be compacted to standard proctors performed in DLZ's material testing laboratory.

#### Assumptions

- As often as possible DLZ will perform the tests listed in the scope, using the same qualified individual. However, when necessary, additional qualified individuals may need to be provided for days when there are multiple construction activities occurring or when the client requires additional personnel.
- DLZ representatives will only be on-site when someone from OCWRC requests our services by 2:00PM EST the business day prior to the services being requested.
- Standard working hours are between 8:00AM to 5:00PM EST, Monday through Friday, excluding legal holidays. All work performed outside these hours will be considered premium time.
- All field technicians will have a four (4) hour minimum show-up time, including any cancellations by the OCWRC, less than eight (8) hours from mobilization to the site.

**JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

- DLZ's time and mileage will include portal to portal.
- It is assumed the Project Manager and Administration Staff will be needed for one (1) hour each week to review and provide the required documents to the OCWRC. No hours were assumed for DLZ material testing personnel to attend progress meetings.
- OCWRC will provide required site-specific safety orientation/training or site-specific instructions and make DLZ aware of any known project/site specific safety hazards prior to DLZ arriving on site to perform any inspections or material testing. Production, safety meetings, or safety training requested by OCWRC will be invoiced per the unit rates of the Contract.
- Unless requested otherwise, field and laboratory tests will be performed using the appropriate ACI, ASTM, or AASHTO standard methods/guidelines.
- The fees presented in this proposal assume that prevailing wage rates are not required.
- All services will be certified by a DLZ licensed Professional Engineer in the State of Michigan.
- OCWRC is authorized to request and approve the performance of all services. Notification from OCWRC in writing shall serve as the authorization and approval to perform all services for which OCWRC agrees to pay DLZ, including additional services not specifically described in the scope of work.
- Any re-testing due to specification non-conformance by the contractor or subcontractors' fault will be invoiced as an additional service per the unit rates of the Contract.
- OCWRC shall supply manlifts, ladders, and power to perform required inspections and any required safety equipment beyond standard PPE.

Total Amount: \$10,917.00

### **Construction Engineering Services**

- Conduct Pre-Construction Meeting
- Review and recommend approval of shop drawings/submittals
- Provide responses to Requests for Information
- Prepare Contract Change Orders
- Review and recommend Requests for Payment
- Attend Monthly Progress Meetings
- Be present at equipment testing and startup
- Develop the project Punchlist and assist with Close-Out
- Deliver record drawings and other closeout documents
- Part-time Resident Project Representation services as required
- Daily inspection to be performed by OCWRC staff

Total Amount: \$85,777.12

### Additional Design Engineering Services

- Additional efforts for the bidding and award processes. Additional funding is needed due to the extensive time spent on DTE coordination for moving the transformer and several minor changes to the site plan, design, and specifications.

Total Amount: \$10,540.00

**Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and rate schedule as modified by your proposal. The total amount of the Engineering Services Agreement is to be increased by a not to exceed amount of \$107,234.12. This increases the total allowed project amount under this contract to \$256,234.12. This amount is not to be exceeded without written authorization from this office.**

<b>RECOMMENDED</b>	<b>DATE:</b> 12/7/2023	<b>ACCEPTED</b>	<b>DATE:</b> 12/7/2023
By: <i>Scott Schultz</i>		By: <i>Manoj Sethi</i>	
Scott Schultz Project Engineer OCWRC		Manoj Sethi, P.E. President DLZ Michigan, Inc.	
<b>APPROVED</b>	<b>DATE:</b> 12/7/2023	<b>APPROVED</b>	<b>DATE:</b> Dec.15, 2023
By: <i>Evangelos Bantios</i>		By: <i>Steven Korth</i>	
Evangelos Bantios, P.E. Assistant Chief Engineer OCWRC		Steve Korth, P.E. Chief Manager OCWRC	
Approved by the Drainage District Board on:			

Department No.:	CCN6010101	Account No.:	SC730639
Fund No.:	FND82410	Program No.:	PRG149667
Project No.:	PRJ-17459	Project Activity:	ENGCON
Contract No.:	CON009173	Contract Exp:	8/31/2024

**CHANGE ORDER**

**CHANGE ORDER NO. 1**

**Evergreen Farmington Sanitary Drain Drainage District  
8 Mile Road CAP Phase 2 - 8 Mile Pump Station 54-Inch Relief Forcemain  
Southfield  
Oakland County, Michigan**

Authorization for Extras To & Changes In Contract

Department No. : 6010101  
Fund No. : FND84410  
Project No. : PRJ-17452

Account No. : 730352  
Program No. : PRG149015  
Project Activity : FAC

Contractor :  
Dan's Excavating, Inc.  
12955 23 Mile Road  
Shelby Township, MI 48315

Contract No. : 10305  
Date of Contract: 7/17/2023  
Completion Date: 1/12/2025

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
1-1	<p><b>LOCATION: 8 Mile Road, Southfield, MI</b></p> <p><b>DESCRIPTION (Extra/Add):</b> Additional pavement removal</p> <p><b>REASON:</b> 1. Contract Drawing Sheet No. 3 presents existing pavement section information provided by MDOT which consists of 2 inches of HMA over 9 inches of concrete. Conditions encountered consisted of HMA layer thickness from 3 to 6 inches, requiring additional milling and saw cutting. Adjusted unit rates for milling and saw cutting additional HMA thickness are reasonable when compared with published 2023 MDOT unit prices.</p> <p>Attachments: DEI/OCWRC-002</p>	LS	1.0	\$42,893.91	\$42,893.91 0 Days	---

**JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**CHANGE ORDER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
1-2	<p><b>LOCATION: 8 Mile Road, Southfield, MI</b></p> <p><b>DESCRIPTION: (Extra/Add)</b></p> <p>Allowance for additional temporary paving</p> <p><b>REASON:</b></p> <p>MDOT revised temporary crossover restoration requirements after issuance of permit to require asphalt pavement (4 inches of HMA over compacted millings) as work proceeds through winter season. Added work includes regrading restored temporary crossovers to accommodate asphalt thickness and placement of temporary asphalt pavement. This work was authorized and scheduled on an expedited basis in late November 2023 to meet revised MDOT requirements prior to seasonal closure of asphalt plants. This work to be paid out of allowance at negotiated price based on force account records.</p> <p>Attachments: Work Directive No. 1 Field Order No. 8</p>			\$157,000.00	\$157,000.00 0 Days	---
				Totals	\$199,893.91	\$0.00
				Net Increase	\$199,893.91	---

**JIM NASH**  
**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

CHANGE ORDER

CHANGE ORDER NO. 1

**Evergreen Farmington Sanitary Drain Drainage District  
8 Mile Road CAP Phase 2 - 8 Mile Pump Station 54-Inch Relief Forcemain  
Southfield  
Oakland County, Michigan**

Notice to Proceed Date:	July 17, 2023
Contract Substantial Completion Date:	December 13, 2024
Contract Final Completion Date:	January 12, 2025
Original Contract Value:	\$10,381,154.00
Previous C.O. Values:	\$0.00
Change Order No. 1 Value	\$199,893.91
<b>Adjusted Contract Value</b>	<b>\$10,581,047.91</b>




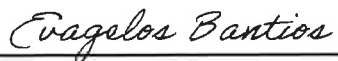
CHANGE ORDER

CHANGE ORDER NO. 1


Evergreen Farmington Sanitary Drain Drainage District  
8 Mile Road CAP Phase 2 - 8 Mile Pump Station 54-Inch Relief Forcemain  
Southfield  
Oakland County, Michigan

Prepared by:  Date: 2023 12 07  
Charles J. Roarty, Jr., P.E. - NTH Consultants, Ltd.

Recommended by:  Date: 12/8/2023  
Joe Swek, P.E. - Consulting Engineer (Fishbeck)

Approved by:  Date: 12-8-2023  
Evangelos Bantios, P.E. - Project Engineer

The Contractor agrees to do the work described above and agrees to accept payment in full on the basis indicated.

Accepted by:  Date: 12/08/2023  
James L. Doescher  
Dan's Excavating, Inc.

Approved by:  Date: Dec. 15, 2023  
Steve Korth, P.E.  
Chief Manager

The Contractor is hereby authorized and instructed to do the work described above in accordance with the terms of the Contract.

This Change Order was approved by the Drainage Board on:

**Jim Nash, Oakland County Water Resources Commissioner  
 Evergreen Farmington Sanitary Drain Drainage District  
 8 Mile Road CAP 8 Mile Road Pump Station & SSO Chamber Improvements - Phase 1  
 Southfield  
 Oakland County, Michigan**

Construction Estimate No. 21

November 1, 2023 to Nov. 30, 2023


Department No. : 6010101  
 Fund No. : FND84410  
 Project No. : PRJ-17452

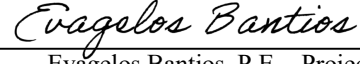
Account No. : 730352  
 Program No. : PRG149015  
 Activity : FAC  
 Vendor No. : 23191  
 Contract No. : 6628  
 Date of Contract : 2/2/2022  
 Completion Date : 8/13/2027

Contractor :  
 Walsh Construction Company II, LLC  
 3031 W Grand Blvd, Suite 640  
 Detroit, MI 48202

Original Contract Amount:	\$0.00
Previous Change Order Numbers: CO Nos. 1, 2, 3, 4, 5, 6, 7, and 8.	\$50,292,966.06
Change Orders This Estimate Number:	\$0.00
Total Net Change Orders:	\$50,292,966.06
<u>Adjusted Contract Amount:</u>	<u>\$50,292,966.06</u>
Subtotal To Date: (Sheet 2 of 3 Column 7)	\$12,610,641.71
Less Deductions to Date: (Sheet 2 of 3 Column 7)	\$0.00
Gross Estimate: (Work in Place) <span style="float:right">25.07%</span>	\$12,610,641.71
Less Amount Reserved: (10% of Gross Estimate)	\$1,261,064.17
Total Amount Allowed To Date:	\$11,349,577.54
Less Previous Estimates:	\$10,059,976.19
Net Payment Request To Be Paid To Contractor:	\$1,289,601.35
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date <span style="float:right">\$37,682,324.35</span>	Accounting Auditor: _____
Less Previous Transfers To Reserve:	\$1,117,775.13
<u>Amount of Current Transfer:</u>	<u>\$143,289.04</u>

Prepared by:  Date: 2023 12 07  
 Charles J. Roarty, Jr., P.E. - NTH Consultants

Recommended by:  Date: 12/7/2023  
 Joe Siwek, P.E. - Consulting Engineer (Fishbeck)

Recommended by:  Date: 12/8/2023  
 Evangelos Bantios, P.E. - Project Engineer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Joel Brown, P.E. - Chief Engineer

Approved by Board on: \_\_\_\_\_

**JIM NASH  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**Jim Nash, Oakland County Water Resources Commissioner  
 Evergreen Farmington Sanitary Drain Drainage District  
 For Construction of 8 Mile Road CAP Phase 2 - 8 Mile Pump Station 54-Inch Relief Forcemain  
 Southfield, Michigan**

Construction Estimate No. 3

November 1, 2023 to Nov. 30, 2023

Department No. : 6010101  
 Fund No. : FND84410  
 Project No. : PRJ-17452

Account No. : 730352  
 Program No. : PRG149015  
 Activity : FAC  
 Vendor No. : 40260  
 Contract No. : 10305  
 Date of Contract : 7/17/2023  
 Completion Date : 1/12/2025

Contractor :  
 Dan's Excavating, Inc.  
 12955 23 Mile Road  
 Shelby Township, MI 48315

Original Contract Amount:		\$10,381,154.00
Previous Change Order Numbers (none):		\$0.00
Change Orders This Estimate Numbers (none):		\$0.00
Total Net Change Orders:		\$0.00
<u>Adjusted Contract Amount:</u>		<u>\$10,381,154.00</u>
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$1,904,649.59
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place)	18.35%	\$1,904,649.59
Less Amount Reserved: (10% of Gross Estimate)		\$190,464.96
Total Amount Allowed To Date:		\$1,714,184.63
Less Previous Estimates:		\$1,502,850.31
Net Payment Request To Be Paid To Contractor:		\$211,334.32
Reserve Payment to Contractor		\$0.00
<u>Balance of Contract To Date</u>	<u>\$8,476,504.41</u>	<u>Accounting Auditor:</u>
Less Previous Transfers To Reserve:		\$166,983.37
<u>Amount of Current Transfer:</u>		<u>\$23,481.59</u>

Prepared by:   
 Charles J. Roarty, Jr., P.E. - NTH Consultants

Date: 2023 12 07

Recommended by:   
 Joe Swiek, P.E. - Consulting Engineer (Fishbeck)

Date: 12/7/2023

Recommended by:   
 Evangelos Bantios, P.E. - Project Engineer

Date: 12/8/2023

Approved by: \_\_\_\_\_  
 Joel Brown, P.E. - Chief Engineer

Date: \_\_\_\_\_

Approved by Board on: \_\_\_\_\_

**JIM NASH  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**6. Clinton River Water  
Resource Recovery Facility**

## **AGENDA**

### **DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY**

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of November 28, 2023
3. Public Comments
4. Present Engineering Work Order for Jacobs Consulting Inc., for the Optimization Project to increase the Engineering Services Agreement by a not-to-exceed amount of \$215,340
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$270,286.19
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$5,705.95
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY**

November 28, 2023

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of November 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held October 24, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A memorandum from John Basch, Drainage District Legal Counsel, dated November 28, 2023, requesting the Board authorize the Chairperson to execute the attached consent agreement and accept a payment of \$50,000 as full satisfaction of the fine along with any reimbursable costs associated with this matter was presented. It was moved by Markham, supported by Nash, to authorize the Chairperson to execute the attached consent agreement and accept a payment of \$50,000 as full satisfaction of the fine along with any reimbursable costs associated with this matter as presented.

ADOPTED: Yeas - 2  
Nays - 0

A memorandum from Razik Alsaigh, P.E., Project Engineer, dated November 28, 2023, requesting the Board authorize the creation of a new project to move forward with the evaluating, designing, and bidding of Phase II of the Optimization Project and authorize \$4 million to implement the pre-construction activities for this project was presented. It was moved by Markham, supported by Nash, to authorize the creation of a new project to move forward with the evaluating, designing, and bidding of Phase II of the Optimization Project and authorize \$4 million to implement the pre-construction activities for this project as presented.

ADOPTED: Yeas - 2

Nays - 0

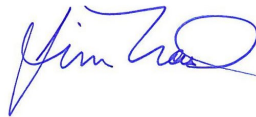
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$650,663.97 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$650,663.97.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



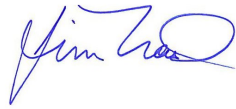
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 28<sup>th</sup> day of November 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Clinton River Water Resource Recovery Facility.



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Jim Nash, Chairperson

Dated: November 28, 2023



**Jim Nash Oakland County Water Resources Commissioner  
Clinton River Water Resources Recovery Facility Drainage District  
For the Clinton River Water Resources Recovery Facility Optimization Project  
Pontiac, MI  
Oakland County, Michigan**

**Engineering Work Order No. D-467 (#2)**

**Date: 12/01/2023**

**To: Jacobs Consulting Inc.**

**For: CRWRRF Optimization Project**

**DESCRIPTION**

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the Clinton River Water Resources Recovery Facility Optimization Project that falls under multiple sections of CONTRACT NO. 00010103. This EWO serves as your approval for compensation of the following additional services as delineated below and attached:

The proposed scope will include the following:



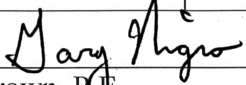
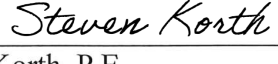
**A) Section 1.1.3: Add the following form with backup attachments (attached):**

- **ADD-391 - Additional Project Services (ADD#1 & ADD#2)**

**B) Section 6.4: add the following to the engineer total estimated compensation:**

<b>Additional Special Services (ADD#1)</b>	<b>\$ 26,340</b>
<b>Additional Special Services (ADD#2)</b>	<b>\$189,000</b>

Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and rate schedule as modified by your proposal. The total amount of the Engineering Services Agreement is to be increased by a not to exceed amount of \$215,340. This increases the total allowed project amount under this contract to \$6,452,533. This amount is not to be exceeded without written authorization from this office.

<b>RECOMMENDED</b>	<b>DATE:</b> 12-12-2023	<b>ACCEPTED</b>	<b>DATE:</b> 12/11/2023
By:		By:	
Razik Alsaigh, P.E. Civil Engineer III OCWRC		Shawn Thompson, Operations Leader Jacobs Consulting Inc.	
<b>APPROVED</b>	<b>DATE:</b> December 12, 2023	<b>APPROVED</b>	<b>DATE:</b> 12/12/2023
By:	 (on behalf of Joel Brown)	By:	
Joel Brown, P.E. Chief Engineer OCWRC		Steven Korth, P.E. Chief Manager OCWRC	
Approved by the Drainage District Board on:			

Department No.:	6010101	Account No.:	730625
Fund No.:	FND84686	Program No.:	PRG149015
Project No.:	PRJ-17461	Project Activity:	ENGCON
Contract No.:	CON00010103	Contract Exp.:	02/28/2027

JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

**ENGINEERING SERVICES AGREEMENT  
ADDITIONAL SPECIAL SERVICES**

1. The Engineer shall provide Additional Special Services on an as-needed basis upon specific prior written approval of the Owner. No payment will be made to the Engineer for additional work or services without such prior approval. Authorization and compensation for such work or services shall be in the form of an Engineering Work Order, issued and accepted pursuant the terms of the Engineering Services Agreement.

2. Additional Special Services included under this EWO#2 are the following:

2.1. ADD#1: Alternative Electronic Document Management System as identified in the attached document & budget labeled as ADD#1.

2.2. ADD#2: Scheduling Consulting Services as identified in the attached PMA Consultants sub-contractor proposal dated December 1, 2023, and labeled as ADD#2.

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN - (Maintenance)

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

**DATE:** December 19, 2023

**SUBJECT:** Request for Approval of Invoices

The following is a detail of charges paid from the Drain Revolving Fund and Invoices

Payable To	Ref No.	For	Amount
CSM Mechanical LLC	TBP	Invoice # 2487 - Contracted Services	\$ 3,690.00
D3W Industries	TBP	Invoice # 3948 - Material and Supplies	5,720.00
D3W Industries	TBP	Invoice # 3987 - Material and Supplies	5,720.00
D3W Industries	TBP	Invoice # 3996 - Material and Supplies	5,720.00
D3W Industries	TBP	Invoice # 4058 - Material and Supplies	5,720.00
Eurofins Environment Testing	V # SINV00226286	Invoice # 1900053797 - Laboraratory Fees	1,057.20
Eurofins Environment Testing	V # SINV00226301	Invoice # 1900053814 - Laboraratory Fees	1,054.70
Eurofins Environment Testing	V # SINV00226289	Invoice # 1900053816 - Laboraratory Fees	1,054.70
Haviland Products Company	TBP	Invoice # 489238 - Chemical Treatment	2,220.00
Haviland Products Company	TBP	Invoice # 489563 - Chemical Treatment	14,985.00
Haviland Products Company	TBP	Invoice # 489812 - Chemical Treatment	10,805.00
Haviland Products Company	TBP	Invoice # 490169 - Chemical Treatment	14,985.00
Haviland Products Company	TBP	Invoice # 490510 - Chemical Treatment	2,997.00
Polydyne Inc	TBP	Invoice # 1783656 - Chemical Treatment	49,467.00
PVS Technologies Inc	TBP	Invoice # 347014 - Chemical Treatment	5,494.21
Saber Building Services Inc	TBP	Invoice # 43473 - Contracted Services - Dec 23	1,800.00
State of Michigan /EGLE	TBP	Invoice # 761-11163712 - NPDES Annual Permit Fee 2024	13,000.00
Technical Service Professionals, LLC	V # SINV00227502	Invoice # L23048-1 - Contracted Services	2,986.00
United Lawnscape	TBP	Invoice # UE 462594 - Contracted Services	1,153.00
Waste Management	TBP	Invoice # 8721863 -1714-7 Garbage & Rubbish Disposal	1,124.07
Weingartz	V # SINV00226975	Invoice # 10895849-00 - Material and Supplies	1,530.50
		<b>Subtotal</b>	<b>\$ 152,283.38</b>
Jacobs Consultant, Inc	V # SINV00226981	Invoice # C6A21700-10 - Engineering and Survey - 10/27/23 - Proj # 1-7461	\$ 24,605.02
Dickinson Wright PLLC	V # SINV00228080	Invoice # 1862829 - Legal Services - 10/31/23 - Proj # 1-7461	\$ 158.00
		<b>Subtotal - Project 1-7461</b>	<b>\$ 24,763.02</b>
Hubbell Roth & Clark Inc	V # SINV002227504	Invoice # 0212457 - Engineering Services - 11/11/23 - Proj # 1-3679	\$ 213.75
		<b>Subtotal - Project 1-3679</b>	<b>\$ 213.75</b>
CSM Mechanical LLC	V # SINV00225130	Invoice # 2232 - Contracted Services - Proj # 1-7085	\$ 73,533.00
PM Environmental	V # SINV00225131	Invoice # 105571 - Contracted Services - Proj # 1-7085	\$ 7,891.71
		<b>Subtotal - Project 1-7085</b>	<b>\$ 81,424.71</b>
Tetra Tech, Inc	V # SINV00227577	Invoice # 52168490- Engineering Admin - 11/24/23 - Proj # 1-3485	\$ 526.33
		<b>Subtotal - Project 1-3485</b>	<b>\$ 526.33</b>
CSM Mechanical LLC	V # SINV00228077	Invoice # 22-435.6 - Project Construction - 08/31/23 - Proj # 1-3042	\$ 10,000.00
		<b>Subtotal - Project 1-3042</b>	<b>\$ 10,000.00</b>
NTH Consultants Ltd	V # SINV00227503	Invoice # 634434 - Engineering & Survey -11/10/23 - Proj 1-7127	\$ 1,075.00
		<b>Subtotal - Project 1-7127</b>	<b>\$ 1,075.00</b>
		<b>Total</b>	<b>\$ 270,286.19</b>

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN - (Construction)

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

**DATE:** December 19, 2023

**SUBJECT:** Request for Board approval of payment of the following invoices:

	Ref No.	For	Amount
CDM Smith Michigan, Inc	V # SINV00226978	Invoice # 90192925 - Engineering Survey - 08/27/23 -11/25/23 - Proj # 1-2181	5,705.95
		<b>Total for Project # 1-2181</b>	<b>\$ 5,705.95</b>

## **7. Joseph Jones Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE JOSEPH JONES DRAIN**

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of April 25, 2023
3. Public Comments
4. Present Memorandum from Sarah Stoolmiller, P.E., Civil Engineer III, dated December 19, 2023, requesting the Board authorize the Chairperson to accept the Clean Water State Revolving Fund grant funding for the Perry Park and Oakland Park Green Infrastructure Improvements Projects and authorize staff to solicit proposals for design engineering work
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE JOSEPH JONES DRAIN**

April 25, 2023

A meeting of the Drainage Board for the Joseph Jones Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 25<sup>th</sup> day of April 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held July 27, 2021, were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

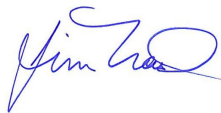
A memorandum from Stephanie Petriello, Environmental Planner, dated April 25, 2023, requesting the Board to authorize the Chairman to sign the resolution adopting the final State Revolving Fund project plan was presented. It was moved by Woodward, supported by Nash, to authorize the Chairman to sign the resolution adopting the final State Revolving Fund project plan as presented.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



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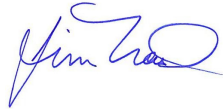
Jim Nash, Chairperson



STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Joseph Jones Drain, Oakland County, Michigan, held on the 25<sup>th</sup> day of April 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Joseph Jones Drain Drainage District.



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Jim Nash, Chairperson

Dated: April 25, 2023

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER****MEMORANDUM**

**TO:** Jim Nash, Chairperson  
Joseph Jones Drain Drainage Board

**FROM:** Sarah Stoolmiller, P.E., Civil Engineer III

**SUBJECT:** Clean Water State Revolving Fund Engineering Services Proposal for Perry Park and Oakland Park Green Infrastructure Improvement Projects

**DATE:** December 19, 2023

Earlier this year, the Oakland County Water Resources Commissioner's office hired the engineering consulting firm, Hubbell, Roth, & Clark, to develop a 2024 project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies 15 projects across Oakland County and within multiple drainage districts to address nonpoint source pollution, including Oakland Park and Perry Park in the Joseph Jones Drain Drainage District.

In April, the Board signed a resolution adopting the updated SRF project plan. In doing so, it allowed the District to be eligible for CWSRF loans for Perry Park and Oakland Park. When the final CWSRF priority ranking list was published, it was announced that the Perry Park Green Infrastructure Improvement Project would receive 100% grant funding, up to \$810,000. The announcement also noted that the Oakland Park project would receive 100% grant funding up to \$530,000.

Both the Perry Park and Oakland Park projects include the construction of stormwater wetlands to collect runoff and reduce non-point source pollution. Both parks, located in Pontiac, regularly accumulate standing water from the surrounding areas after rain events. The water is then pumped into the local storm sewer system which is at a higher elevation than the park area. These proposed projects will include the construction of stormwater wetlands that will reduce nonpoint source pollution in the storm drain system by collecting stormwater and improving water quality by facilitating infiltration of runoff with vegetative treatment.

To meet the CWSRF schedule for both projects, staff would like to solicit proposals for professional engineering services including survey, site plan and specification development.

**Requested Action: Authorize the Chairperson to accept the CWSRF grant funding for the Perry Park and Oakland Park Green Infrastructure Improvement Projects and authorize staff to solicit proposals for design engineering work.**

## **8. Mainland Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE MAINLAND DRAIN**

December 19, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 2023
3. Public Comments
4. Present Memorandum from Sarah Stoolmiller, P.E., Civil Engineer III, dated December 19, 2023, requesting the Board authorize the Chairperson to award the engineering services contract to GEI Consultants of Michigan for a not-to-exceed amount of \$137,851
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE MAINLAND DRAIN**

July 18, 2023

A meeting of the Drainage Board for the Mainland Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 18<sup>th</sup> day of July 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held May 24, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

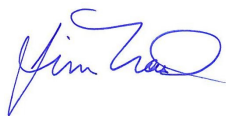
A memorandum from Stephanie Petriello, Environmental Planner, dated July 18, 2023, requesting the Board authorize the Chairperson to accept and administer the HMGP Grant funding for Phase 1 on behalf of the Drainage District was presented. It was moved by Markham, supported by Woodward, to authorize the Chairperson to accept and administer the HMGP Grant funding for Phase 1 on behalf of the Drainage District as presented.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham and Mr. Woodward.

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



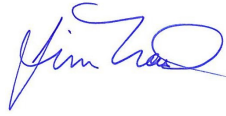
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Mainland Drain, Oakland County, Michigan, held on the 18<sup>th</sup> day of July 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Mainland Drain Drainage District.



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Jim Nash, Chairperson

Dated: July 18, 2023

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER****MEMORANDUM**

**TO:** Jim Nash, Chairperson  
Mainland Drain Drainage Board

**FROM:** Sarah Stoolmiller, P.E., Civil Engineer III

**SUBJECT:** Hazard Mitigation Grant Program (HMGP) – Engineering Services Award

**DATE:** December 19, 2023

On behalf of the Mainland Drain Drainage District, the WRC staff submitted a Hazard Mitigation Grant Program application in the Spring of 2022 to address persistent flooding along the Drain and at the intersection of Telegraph Road and County Center Drive. In June, the District was awarded \$295,335 for Phase 1 of the project which includes performing required site assessments and finalizing engineering design. The Board authorized the chairperson to accept the FEMA grant at its July 18, 2023 meeting.

The proposed project will address four separate areas along the Drain, all on County property. Streambank stabilization measures, through natural channel design, and off-channel stormwater wetlands will be used to create more than 550,000 cubic feet of additional storage volume. This will allow additional storage of peak flows and for the prevention of streambank erosion and localized flooding during large rain events. The wetland areas will not only provide an increase in flood storage capacity, but they will also improve the water quality through infiltration and by creating an easily accessible area for sediment and trash removal.

In October, the WRC solicited proposals from professional engineering firms to design the project. GEI Consultants of Michigan was selected based on its award-winning project experience, understanding of the project, and diverse and highly qualified staff. The firm's proposed budget of \$137,851 is within the Phase 1 budgeted grant funding.

**Requested Action: Authorize the Chairperson to award the engineering services contract to GEI Consultants of Michigan for a not-to-exceed price of \$137,851.**