

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. Northwest Oakland Sanitary Sewer Drain
7. Clinton River Water Resource Recovery Facility
8. Augusta Drain
9. City of Pontiac Wastewater Treatment Facility
10. Tribute Drain
11. Joseph Jones Drain
12. Pontiac Clinton River No. 2 Drain
13. Richton Relief Drains

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, JUNE 25, 2024**, 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. PERSONS WITH DISABILITIES WHO NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT STEPHANIE LAJDZIAK AT LAJDZIAKS@OAKGOV.COM.

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

Posted by: June 20, 2024

Microsoft Teams meeting

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1. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of April 23, 2024
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 \$69,064.07
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**

April 23, 2024

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 23rd day of April 2024.

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 March 26, 2024, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$1,221,390 for the Acacia Park CSO Drain (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$1,221,390 as presented.

ADOPTED: Yeas - 2
Nays - 0

A request for reimbursement of the Evergreen Farmington Fund in the amount of \$103,519.26 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the reimbursement of the Evergreen Farmington Fund in the amount of \$103,519.26.

ADOPTED: Yeas - 2
Nays - 0

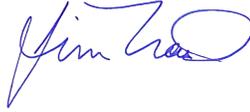
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$115,624 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$115,624.

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.

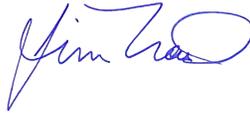


Jim Nash, Chairperson

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 23rd day of April 2024, 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.



Jim Nash, Chairperson

Dated: April 23, 2024

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

 for Shawn Phelps

DATE: June 25, 2024

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 June 18, 2024

G/L Date	Ref No.	Paid To	For	Amount
6/7/2024	V # SINV00266354	Shaw Service & Maintenance	Invoice # 910011623 - Contracted Services	\$ 3,016.86
			Total	\$ 3,016.86
6/11/2024	V # SINV00267138	ICS Integration Services LLC	Invoice # 3012 - Contracted Services - Proj 1-7317	\$ 3,332.00
6/26/2024	V # SINV00265955	Weiss Construction Co LLC	Invoice # Est # 2- Contracted Services - 5/24/24	54,630.00
			Project 1-7317 Total	\$ 57,962.00
6/11/2024	V # SINV00267148	Shaw Service & Maintenance	Invoice # 910011636 - Contracted Services - Proj 1-6104	\$ 8,085.21
			Project # 1-6104 Total	\$ 8,085.21
			Grand Total	\$ 69,064.07

2. Birmingham CSO

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of April 23, 2024
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 \$8,534.47
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**

April 23, 2024

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 23rd day of April 2024.

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 March 26, 2024, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$1,264,100 for the Birmingham CSO Drain (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$1,264,100 as presented.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

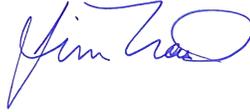
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$14,513.02 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$14,513.02.

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.

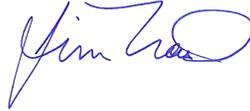


Jim Nash, Chairperson

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 23rd day of April 2024, 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.



Jim Nash, Chairperson

Dated: April 23, 2024

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

 for Shawn Phelps

DATE: June 25, 2024

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 June 18, 2024

G/L Date	Ref No.	Paid To	For	Amount
6/7/2024	V # SIN00266357	Shaw Service & Maintenance	Invoice # 910011624 - Contracted Services	\$ 4,054.54
			Total	\$ 4,054.54
5/21/2024	V # SIN00262494	DuBois - Cooper	Invoice # 16565 - Material and Supplies - Proj 1-7319	4,479.93
			Total Project 1-7319	\$ 4,479.93
			Grand Total	\$ 8,534.47

3. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of May 21, 2024
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 \$58,006.06
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**

May 21, 2024

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 21st day of May 2024.

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 April 23, 2024, 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 \$34,387.39 (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 \$34,387.39.

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.



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 21st day of May 2024, 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.



Jim Nash, Chairperson

Dated: May 21, 2024

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

 for Shawn Phelps

DATE: June 25, 2024

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 June 18, 2024

G/L Date	Ref No.	Paid To	For	Amount
6/7/2024	V # SINV00266352	Jones Chemicals Inc	Invoice # 941051 - Chlorination Supplies	\$ 5,275.35
			Total	<u>\$ 5,275.35</u>
5/30/2024	V # SINV00264189	Marine Pollution Control	Invoice # 41252 - Contracted Services - Proj 1-3548	\$ 6,135.45
5/28/2024	V # SINV00263510	Kentain Products Limited	Invoice # 7156 - Contracted Services - Proj 1-3548	24,500.00
			Total Project 1-3548	<u>\$ 30,635.45</u>
5/30/2024	V # SINV00264185	Hubbell Roth & Clark Inc	Invoice # 0216891 - Contracted Services - 4/27/24 - Proj 1-7088	\$ 2,472.96
			Total Project 1-7088	<u>\$ 2,472.96</u>
6/11/2024	V # SINV00267146	Shaw Service & Maintenance	Invoice # 9100116243 - Contracted Services - Proj # 1-7381	\$ 19,622.30
			Total Project # 1-7381	<u>19,622.30</u>
			Total	<u>\$ 58,006.06</u>

Chapter 20 Drainage Board Meeting
Regular Meeting – Tuesday, June 25, 2024

4. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of May 21, 2024
3. Public Comments
4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated June 25, 2024, requesting the Board receive and file the EPA Community Change Grant update
5. Present Construction Estimate No. 1 for TSP Services Inc. for Construction of the GWK Parking Lot and Green Infrastructure – Phase 1 in the amount of \$ 38,983.59 with a transfer to the Oakland County Treasurer in the amount of \$4,331.51
6. Present Construction Estimate No. 1 for Pipeline Management Company for Construction of the 2024 GWK Sewer Cleaning and Inspection in the amount of \$21,242.12 with a transfer to the Oakland County Treasurer in the amount of \$2,360.24
7. Present Construction Estimate No. 2 for Doetsch Environmental Services for Construction of the 2024 GWK Sewer Cleaning and Inspection in the amount of \$219,313.85 with a transfer to the Oakland County Treasurer in the amount of \$1,036.40
8. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$102,331.91
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

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

May 21, 2024

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 21st day of May 2024.

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 April 23, 2024, 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 Jen Cook, P.E., Civil Engineer III, dated May 21, 2024, requesting the Board award as-needed plumbing contracts for the HomeGuard Program to Rolls Mechanical, Inc, and B&T General Contracting and Construction Management, Inc. was presented. It was moved by Markham, supported by Nash to award as-needed plumbing contracts for the HomeGuard Program to Rolls Mechanical, Inc, and B&T General Contracting and Construction Management, Inc. as presented.

ADOPTED: Yeas - 2
Nays - 0

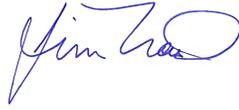
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$190,970.75 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$190,970.75.

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.



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 21st day of May 2024, 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.



Jim Nash, Chairperson

Dated: May 21, 2024

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

TO: Jim Nash, Chairperson of the George W. Kuhn Drain Drainage Board

FROM: Lynne Seymour, P.E., Chief Engineer

SUBJECT: EPA Community Change Grant

DATE: June 25, 2024

On April 23, 2024, this Board authorized Drummond Carpenter, PLLC to prepare an application for the United States Environmental Protection Agency's (EPA) Environmental and Climate Justice Community Change Grant to support community-driven projects that build capacity for communities. The Community Change Grants are intended to help communities tackle environmental and climate justice challenges, strengthen their climate resilience, and advance clean energy. The EPA Community Change program has \$2 billion in Inflation Reduction Act funding and expects most awards will be between \$10-20 million for multi-faceted projects addressing a range of pollution, climate change, and other priority issues. There is no match required for this grant.

The anticipated lead applicant for the Community Change Grant application is Oakland County. The application will request approximately \$20 million to support several different programs located within the geographical area of the George W. Kuhn Drain Drainage District. The programs include the RainSmart Rebates program, approximately 15 WaterTowns® municipal green stormwater infrastructure projects, and a portion of the Detroit Zoological Society's Pathway to Net-Zero Water Plan which will be implemented over a three-year period. The Community Change Grant criteria require a partnership with a local unit government and at least one community-based non-profit organization (CBO). The Clinton River Watershed Council has been identified as the CBO as it is a vital component of the RainSmart Rebates program and the proprietor of the WaterTowns® initiative. The Drainage District, the Zoo, and various Oakland County departments, including the Water Resources Commissioner, Parks and Recreation, and Facilities, Maintenance and Operations will serve as collaborating entities that are eligible to receive subawards from the lead applicant to implement and perform specific grant project activities as identified in the grant application.

A partnership agreement between Oakland County and the Clinton River Watershed Council to memorialize the various relationships and roles of those that will be involved with implementing the proposed grant project is currently being drafted.

Requested Action: Receive and File.

Jim Nash, Oakland County Water Resources Commissioner
GWK Drain Drainage District
For Construction of the GWK Parking Lot and Green Infrastructure - Phase I
Madison Heights
Oakland County, Michigan

Construction Estimate No. 1

April 17, 2024 to June 3, 2024

Department No. : 6010101

Fund No. : 58520

Project No. : 13484

Purchase Order No. : PO00058359

Account No. : 730373

Program No. : 149667

Activity : STD

Vendor No. : 22413

Contract No. : 10860

Date of Contract : 4/17/2024

Completion Date :

Contractor :

TSP Services, Inc.

25000 Capitol

Redford, MI 48239

Original Contract Amount: \$395,392.00

Previous Change Order Numbers (none): \$0.00

Change Orders This Estimate Numbers (none): \$0.00

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$395,392.00

Subtotal To Date: (Sheet 2 of 2 Column 7) \$43,315.10

Less Deductions to Date: (Sheet 2 of 2 Column 7) \$0.00

Gross Estimate: (Work in Place) 10.95% \$43,315.10

Less Amount Reserved: (10% of Gross Estimate) \$4,331.51

Total Amount Allowed To Date: \$38,983.59

Less Previous Estimates: \$0.00

Net Payment Request To Be Paid To Contractor: \$38,983.59

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$352,076.90 Accounting Auditor:

Less Previous Transfers To Reserve: \$0.00

Amount of Current Transfer: \$4,331.51

Prepared by: Lesli Maes
Lesli Maes, P.E. - Project EngineerDate: 06/10/2024Recommended by: Jamie Burton
Jamie Burton, P.E. - Consulting Engineer

Date: _____

Approved by: Evangelos Bantios
Evans Bantios, P.E. - Chief EngineerDate: 6-11-2024

Approved by Board on: _____

JIM NASH

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

1 of 1

08/22/2022

**Jim Nash, Oakland County Water Resources Commissioner
 GWK Drain Drainage District
 For Construction of the GWK Parking Lot and Green Infrastructure - Phase I
 Madison Heights
 Oakland County, Michigan**

Construction Estimate No. 1		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
1	Permit Allowance	2,500	Dlr	\$ 1.00	175.1	0.0	175.1	\$175.10	\$175.10
2	Mobilization (Max 5%)	1	LS	\$ 18,000.00	1.0	0.0	1.0	\$18,000.00	\$18,000.00
3	Dr Structure Cover, Rem and Salv	1	Ea	\$ 300.00	0.0	0.0	0.0	\$0.00	\$0.00
4	Curb and Gutter, Rem	31	Ft	\$ 65.00	0.0	0.0	0.0	\$0.00	\$0.00
6	Subgrade Undercutting, Type IV, Modified	50	Cyd	\$ 50.00	0.0	0.0	0.0	\$0.00	\$0.00
7	Site Grading	1	Ac	\$ 10,000.00	0.78	0.0	0.8	\$7,800.00	\$7,800.00
8	Erosion Control, Gravel Access Approach	1	Ea	\$ 2,500.00	1.0	0.0	1.0	\$2,500.00	\$2,500.00
9	Erosion Control, Inlet Protection, Fabric Drop	6	Ea	\$ 150.00	6.0	0.0	6.0	\$900.00	\$900.00
10	Erosion Control, Silt Fence	280	Ft	\$ 5.00	280.0	0.0	280.0	\$1,400.00	\$1,400.00
11	Erosion Control, Mulch Blanket	5,000	Sft	\$ 3.00	0.0	0.0	0.0	\$0.00	\$0.00
12	Bio-Retention Choker Layer	8	Cyd	\$ 500.00	0.0	0.0	0.0	\$0.00	\$0.00
13	Bio-Retention Reservoir Layer	9	Cyd	\$ 750.00	0.0	0.0	0.0	\$0.00	\$0.00
14	Aggregate Base, 6 inch	1,530	Syd	\$ 9.00	0.0	0.0	0.0	\$0.00	\$0.00
15	Road Grade Biaxial Geogrid	1,400	Syd	\$ 20.00	0.0	0.0	0.0	\$0.00	\$0.00
16	Geotextile, Stabilization, Non-Woven	1,400	Syd	\$ 5.00	0.0	0.0	0.0	\$0.00	\$0.00
17	Sewer, CI A, 6 inch, Special	95	Ft	\$ 60.00	0.0	0.0	0.0	\$0.00	\$0.00
18	Sewer, CI A, 12 inch, Special	20	Ft	\$ 90.00	0.0	0.0	0.0	\$0.00	\$0.00
19	Standpipe, 24 inch, Special	1	Ea	\$ 1,000.00	0.0	0.0	0.0	\$0.00	\$0.00
20	Dr Structure, Tap, 12 inch, Special	1	Ea	\$ 500.00	0.0	0.0	0.0	\$0.00	\$0.00
21	Dr Structure Cover, Type B	1	Ea	\$ 1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
22	Dr Structure Cover, Adj, Case 1	1	Ea	\$ 500.00	0.0	0.0	0.0	\$0.00	\$0.00
23	Dr Structure, Cleaning	5	Ea	\$ 500.00	0.0	0.0	0.0	\$0.00	\$0.00
24	HMA Surface, Rem	750	Syd	\$ 18.00	0.0	0.0	0.0	\$0.00	\$0.00
27	Curb and Gutter, Conc, Det F2	260	Ft	\$ 45.00	0.0	0.0	0.0	\$0.00	\$0.00
28	Curb and Gutter, Conc, Det F2, Modified	285	Ft	\$ 45.00	0.0	0.0	0.0	\$0.00	\$0.00
29	Spillway, Conc, Modified	4	Ea	\$ 1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
30	Fence, Protective	150	Ft	\$ 20.00	0.0	0.0	0.0	\$0.00	\$0.00
31	Project Sign	1	LS	\$ 750.00	0.0	0.0	0.0	\$0.00	\$0.00
32	Pavt Mrkg, Rem	162	Ft	\$ 20.00	0.0	0.0	0.0	\$0.00	\$0.00
33	Pavt Mrkg, Waterborne, for Rest Areas, Parks & Lots, 4 inch, Yellow	580	Ft	\$ 8.00	0.0	0.0	0.0	\$0.00	\$0.00
34	Pavt Mrkg, Waterborne, for Rest Areas, Parks & Lots, 4 inch, Blue	327	Ft	\$ 10.00	0.0	0.0	0.0	\$0.00	\$0.00
35	Pavt Mrkg, Ovlv Cold Plastic, Accessible	1	Ea	\$ 500.00	0.0	0.0	0.0	\$0.00	\$0.00
36	Swale, Plain Cobble	50	Syd	\$ 50.00	0.0	0.0	0.0	\$0.00	\$0.00
37	Perennial Plantings	114	Ea	\$ 42.00	0.0	0.0	0.0	\$0.00	\$0.00
38	Plug Plantings	2,192	Ea	\$ 7.50	0.0	0.0	0.0	\$0.00	\$0.00
39	Shrub Plantings	42	Ea	\$ 102.00	0.0	0.0	0.0	\$0.00	\$0.00
40	Acer ginnala, 5 foot B&B	2	Ea	\$ 840.00	0.0	0.0	0.0	\$0.00	\$0.00
41	Acer campestre, 1 inch to 1-1/2 inch B&B	2	Ea	\$ 840.00	0.0	0.0	0.0	\$0.00	\$0.00
42	Celtis occidentalis, 1 inch to 1-1/2 inch B&B	2	Ea	\$ 390.00	0.0	0.0	0.0	\$0.00	\$0.00
43	Plantanus x acerifolia, 1 inch to 1-1/2 inch B&B	4	Ea	\$ 720.00	0.0	0.0	0.0	\$0.00	\$0.00
44	Quercus macrocarpa, 1 inch to 1-1/2 inch B&B	3	Ea	\$ 390.00	0.0	0.0	0.0	\$0.00	\$0.00
45	Tilia cordata, 1 inch to 1-1/2 inch B&B	5	Ea	\$ 840.00	0.0	0.0	0.0	\$0.00	\$0.00
46	Hardwood Mulch (Bio-Retention Area and Trees)	30	Cyd	\$ 95.00	0.0	0.0	0.0	\$0.00	\$0.00
47	Bio-Retention Soil Mix	575	Syd	\$ 40.00	0.0	0.0	0.0	\$0.00	\$0.00
48	Seeding, Erosion Control Overseeding Mixture	18	Lb	\$ 6.00	0.0	0.0	0.0	\$0.00	\$0.00
49	Site Restoration	1	LS	\$ 12,000.00	0.0	0.0	0.0	\$0.00	\$0.00
50	One-Year Vegetation Maintenance and Guarantee	1	LS	\$ 15,000.00	0.0	0.0	0.0	\$0.00	\$0.00
52	Sewer, Cleanout, 6 inch, Special	1	Ea	\$ 1,250.00	0.0	0.0	0.0	\$0.00	\$0.00
53	Excavation, Earth	975	Cyd	\$ 15.00	836.0	0.0	836.0	\$12,540.00	\$12,540.00
54	Conc Pavt, Nonreinf, 7 inch	1,400	Syd	\$ 72.00	0.0	0.0	0.0	\$0.00	\$0.00
55						0.0	0.0	\$0.00	\$0.00
56						0.0	0.0	\$0.00	\$0.00
57						0.0	0.0	\$0.00	\$0.00
58						0.0	0.0	\$0.00	\$0.00
59						0.0	0.0	\$0.00	\$0.00
60						0.0	0.0	\$0.00	\$0.00
61						0.0	0.0	\$0.00	\$0.00
62						0.0	0.0	\$0.00	\$0.00
63						0.0	0.0	\$0.00	\$0.00
64						0.0	0.0	\$0.00	\$0.00
65						0.0	0.0	\$0.00	\$0.00
66						0.0	0.0	\$0.00	\$0.00
67						0.0	0.0	\$0.00	\$0.00

Change Orders:

						0.0	0.0	\$0.00	\$0.00

Stored Material:

						0.0	0.0	\$0.00	\$0.00

Deductions:

						0.0	0.0	\$0.00	\$0.00

Total Amount to Date	\$43,315.10
Total Amount This Estimate	\$43,315.10
Change Orders to Date	\$0.00
Change Orders This Estimate	\$0.00
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$43,315.10
Subtotal This Estimate	\$43,315.10
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$43,315.10
Less Transfer to Reserve	\$4,331.51
Net Payment	\$38,983.59

**Jim Nash, Oakland County Water Resources Commissioner
For Construction of the 2024 GWK Sewer Cleaning and Inspection
George W. Kuhn Drain Drainage District
Oakland County, Michigan**

Construction Estimate No. 1

May 1, 2024 to June 1, 2024

Department No. : 6010101
Fund No. : 58510
Project No. : PRJ-17409

Account No. : 730373
Program No. : 149127
Activity : FAC
Contract No. : 10919

Contractor :
Pipeline Management Company
2673 E. Maple Road
Milford, MI 48381

Date of Contract : April 8, 2024
Completion Date : February 2, 2025

Original Contract Amount: \$510,552.20

Previous Change Order Numbers (none): \$0.00

Change Orders This Estimate Numbers (none): \$0.00

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$510,552.20

Subtotal To Date: (Sheet 2 of 2 Column 7) \$23,602.35

Less Deductions to Date: (Sheet 2 of 2 Column 7) \$0.00

Gross Estimate: (Work in Place) 4.62% \$23,602.35

Less Amount Reserved: (10% of Gross Estimate) \$2,360.24

Total Amount Allowed To Date: \$21,242.12

Less Previous Estimates: \$0.00

Net Payment Request To Be Paid To Contractor: \$21,242.12

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$486,949.85 Accounting Auditor: BCR 6/14/2024

Less Previous Transfers To Reserve: \$0.00

Amount of Current Transfer: \$2,360.24

Prepared by: George P. Nichols
George P. Nichols, P.E., Assistant Chief Engineer

Date: 06/14/24

Recommended by: Matthew Hughes
Matthew Hughes, P.E., Hubbell, Roth & Clark

Date: 06/14/2024

Approved by: Evangelos Bantios
Evangelos Bantios, P.E., Chief Engineer

Date: 6-17-2024

Approved by: Gary Nigro
Gary Nigro, P.E., Manager

Date: 6/17/2024

Approved by Board on: _____

JIM NASH

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

**Jim Nash, Oakland County Water Resources Commissioner
For Construction of the 2024 GWK Sewer Cleaning and Inspection
George W. Kuhn Drain Drainage District
Oakland County, Michigan**

Construction Estimate No. 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment (AGM Length)	Total Quantity Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
Royal Oak Main Drain								
1 Mobilization (5% Max)	1	LS	2,000.00	0.0	0.0	0.0	\$0.00	\$0.00
2 Project Management	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
3 Permit Allowance	200	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
4 Clean and Televise, PACP Reporting, 132" Combined Sewer	2,985	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
5 Clean and Televise, PACP Reporting, 150" Combined Sewer	4,115	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
6 Clean and Televise, PACP Reporting, 180" Combined Sewer	180	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
7 Clean and Televise, PACP Reporting, Horseshoe, Combined Sewer	2,528	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
8 Locate and Expose Manhole, As Required	1	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
9 Maintaining Traffic	1	LS	1,000.00	0.0	0.0	0.0	\$0.00	\$0.00
10 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
Allen Branch								
11 Mobilization (5% Max)	1	LS	7,000.00	1.0	0.0	1.0	\$7,000.00	\$7,000.00
12 Project Management	1	LS	10,000.00	1.0	0.0	1.0	\$10,000.00	\$10,000.00
13 Permit Allowance	1,000	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
14 Clean and Televise, PACP Reporting, 8" Combined Sewer	37	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
15 Clean and Televise, PACP Reporting, 10" Combined Sewer	109	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
16 Clean and Televise, PACP Reporting, 12" Combined Sewer	109	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
17 Clean and Televise, PACP Reporting, 18" Combined Sewer	161	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
18 Clean and Televise, PACP Reporting, 24" Combined Sewer	73	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
19 Clean and Televise, PACP Reporting, 30" Combined Sewer	1,690	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
20 Clean and Televise, PACP Reporting, 36" Combined Sewer	2,969	LFT	4.15	1109.0	0.0	1109.0	\$4,602.35	\$4,602.35
21 Clean and Televise, PACP Reporting, 48" Combined Sewer	1,294	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
22 Clean and Televise, PACP Reporting, 54" Combined Sewer	3,107	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
23 Clean and Televise, PACP Reporting, 60" Combined Sewer	1,952	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
24 Clean and Televise, PACP Reporting, 66" Combined Sewer	1,778	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
25 Clean and Televise, PACP Reporting, 84" Combined Sewer	3,466	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
26 Clean and Televise, PACP Reporting, 90" Combined Sewer	4,445	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
27 Clean and Televise, PACP Reporting, 108" Combined Sewer	4,389	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
28 Clean and Televise, PACP Reporting, 114" Combined Sewer	5,986	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
29 Clean and Televise, PACP Reporting, 120" Combined Sewer	3,826	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
30 Clean and Televise, PACP Reporting, 126" Combined Sewer	997	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
31 Locate and Expose Manhole, As Required	1	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
32 Maintaining Traffic	1	LS	2,000.00	1.0	0.0	1.0	\$2,000.00	\$2,000.00
33 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
Hubbard Branch								
34 Mobilization (5% Max)	1	LS	5,000.00	0.0	0.0	0.0	\$0.00	\$0.00
35 Project Management	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
36 Permit Allowance	200	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
37 Clean and Televise, PACP Reporting, 24" Combined Sewer	323	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
38 Clean and Televise, PACP Reporting, 36" Combined Sewer	3,476	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
39 Clean and Televise, PACP Reporting, 54" Combined Sewer	4,871	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
40 Clean and Televise, PACP Reporting, 66" Combined Sewer	2,708	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
41 Clean and Televise, PACP Reporting, 72" Combined Sewer	1,411	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
42 Clean and Televise, PACP Reporting, 78" Combined Sewer	2,487	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
43 Clean and Televise, PACP Reporting, 84" Combined Sewer	3,670	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
44 Clean and Televise, PACP Reporting, 96" Combined Sewer	1,489	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
45 Clean and Televise, PACP Reporting, 108" Combined Sewer	4,023	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
46 Locate and Expose Manhole, As Required	5	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
47 Maintaining Traffic	1	LS	1,000.00	0.0	0.0	0.0	\$0.00	\$0.00
48 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
East Clawson Drain								
49 Mobilization (5% Max)	1	LS	3,000.00	0.0	0.0	0.0	\$0.00	\$0.00
50 Project Management	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
51 Permit Allowance	200	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
52 Clean and Televise, PACP Reporting, 10" Combined Sewer	1,291	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
53 Clean and Televise, PACP Reporting, 36" Combined Sewer	2,246	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
54 Clean and Televise, PACP Reporting, 42" Combined Sewer	894	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
55 Clean and Televise, PACP Reporting, 54" Combined Sewer	2,304	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
56 Clean and Televise, PACP Reporting, 60" Combined Sewer	748	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
57 Clean and Televise, PACP Reporting, 66" Combined Sewer	2,578	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
58 Clean and Televise, PACP Reporting, 72" Combined Sewer	669	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
59 Clean and Televise, PACP Reporting, 78" Combined Sewer	656	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
60 Clean and Televise, PACP Reporting, 90" Combined Sewer	2,620	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
61 Locate and Expose Manhole, As Required	4	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
62 Maintaining Traffic	1	LS	2,500.00	0.0	0.0	0.0	\$0.00	\$0.00
63 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
Ferndale Nine Mile Drain								
64 Mobilization (5% Max)	1	LS	400.00	0.0	0.0	0.0	\$0.00	\$0.00
65 Project Management	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
66 Permit Allowance	500	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
67 Clean and Televise, PACP Reporting, 12" Combined Sewer	12	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
68 Clean and Televise, PACP Reporting, 24" Combined Sewer	1,087	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
69 Clean and Televise, PACP Reporting, 30" Combined Sewer	800	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
70 Locate and Expose Manhole, As Required	1	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
71 Maintaining Traffic	1	LS	1,000.00	0.0	0.0	0.0	\$0.00	\$0.00
72 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
McClain Drain								
73 Mobilization (5% Max)	1	LS	1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
74 Project Management	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
75 Permit Allowance	200	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
76 Clean and Televise, PACP Reporting, 33" Combined Sewer	372	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
77 Clean and Televise, PACP Reporting, 36" Combined Sewer	600	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
78 Clean and Televise, PACP Reporting, 54" Combined Sewer	1,014	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
79 Clean and Televise, PACP Reporting, 60" Combined Sewer	998	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
80 Clean and Televise, PACP Reporting, 66" Combined Sewer	1,888	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
81 Clean and Televise, PACP Reporting, 72" Combined Sewer	2,128	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
82 Clean and Televise, PACP Reporting, 78" Combined Sewer	1,300	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
83 Locate and Expose Manhole, As Required	1	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
84 Maintaining Traffic	1	LS	1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
85 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00

**Jim Nash, Oakland County Water Resources Commissioner
For Construction of the 2024 GWK Sewer Cleaning and Inspection
George W. Kuhn Drain Drainage District
Oakland County, Michigan**

Construction Estimate No. 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment (AGM Length)	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
Shberman Drain								
86 Mobilization (5% Max)	1	LS	1,000.00	0.0	0.0	0.0	\$0.00	\$0.00
87 Project Management	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
88 Permit Allowance	200	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
89 Clean and Televis, PACP Reporting, 12" Combined Sewer	171	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
90 Clean and Televis, PACP Reporting, 90" Combined Sewer	4,649	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
91 Locate and Expose Manhole, As Required	1	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
92 Maintaining Traffic	1	LS	1,000.00	0.0	0.0	0.0	\$0.00	\$0.00
93 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
Schubiner Drain								
94 Mobilization (5% Max)	1	LS	2,500.00	0.0	0.0	0.0	\$0.00	\$0.00
95 Project Management	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
96 Permit Allowance	200	DLR	1.00	0.0	0.0	0.0	\$0.00	\$0.00
97 Clean and Televis, PACP Reporting, 10" Combined Sewer	88	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
98 Clean and Televis, PACP Reporting, 12" Combined Sewer	4,110	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
99 Clean and Televis, PACP Reporting, 15" Combined Sewer	1,089	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
100 Clean and Televis, PACP Reporting, 18" Combined Sewer	304	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
101 Clean and Televis, PACP Reporting, 24" Combined Sewer	288	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
102 Clean and Televis, PACP Reporting, 30" Combined Sewer	288	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
103 Clean and Televis, PACP Reporting, 36" Combined Sewer	297	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
104 Clean and Televis, PACP Reporting, 42" Combined Sewer	1,418	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
105 Clean and Televis, PACP Reporting, 54" Combined Sewer	741	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
106 Clean and Televis, PACP Reporting, 66" Combined Sewer	382	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
107 Clean and Televis, PACP Reporting, 72" Combined Sewer	2,618	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
108 Clean and Televis, PACP Reporting, 84" Combined Sewer	366	LFT	4.15	0.0	0.0	0.0	\$0.00	\$0.00
109 Locate and Expose Manhole, As Required	1	EA	1.00	0.0	0.0	0.0	\$0.00	\$0.00
110 Maintaining Traffic	1	LS	2,000.00	0.0	0.0	0.0	\$0.00	\$0.00
111 Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00

Change Orders:								0.0	0.0	\$0.00	\$0.00

Stored Material:								0.0	0.0	\$0.00	\$0.00

Deductions:								0.0	0.0	\$0.00	\$0.00

Total Amount to Date	\$23,602.35
Total Amount This Estimate	\$23,602.35
Change Orders to Date	\$0.00
Change Orders This Estimate	\$0.00
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$23,602.35
Subtotal This Estimate	\$23,602.35
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$23,602.35
Less Transfer to Reserve	\$2,360.24
Net Payment	\$21,242.12

**Jim Nash, Oakland County Water Resources Commissioner
For Construction of the 2023 GWK Sewer Cleaning and Inspection
George W. Kuhn Drain Drainage District
Oakland County, Michigan**

Construction Estimate No. 2

February 1, 2024 to March 31, 2024

Department No. : 6010101
Fund No. : 58510
Project No. : PRJ-17334

Account No. : 730373
Program No. : 149662
Activity : FAC
Vendor No. : 799
Contract No. : 10563

Contractor :
Doetsch Environmental Services
21221 Mullin Ave
Warren MI 48089

Date of Contract : October 23, 2023
Completion Date : June 23, 2024

Original Contract Amount: \$685,553.25

Previous Change Order Numbers (none): \$0.00

Change Orders This Estimate Numbers (Change Order 1): \$20,728.00

Total Net Change Orders: \$20,728.00

Adjusted Contract Amount: \$706,281.25

Subtotal To Date: (Sheet 2 of 2 Column 7) \$599,474.00

Less Deductions to Date: (Sheet 2 of 2 Column 7) \$0.00

Gross Estimate: (Work in Place) 84.88% \$599,474.00

Less Amount Reserved: (5% of Adjusted Contract Amount) \$35,314.06

Total Amount Allowed To Date: \$564,159.94

Less Previous Estimates: \$344,846.09

Net Payment Request To Be Paid To Contractor: \$219,313.85

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$106,807.25 Accounting Auditor: *BCR* 4/19/2024

Less Previous Transfers To Reserve: \$34,277.66

Amount of Current Transfer: \$1,036.40

Prepared by: *George P. Nichols*
George P. Nichols, P.E., Assistant Chief Engineer

Date: 04/19/24

Recommended by: *Matthew Hughes*
Matthew Hughes, P.E., Hubbell, Roth & Clark

Date: 04/19/2024

Approved by: *Evangelos Bantios*
Evangelos Bantios, P.E., Chief Engineer

Date: 4/22/2024

Approved by: *Gary Nigro*
Gary Nigro, P.E., Manager

Date: 6/17/2024

Approved by Board on: _____

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**Jim Nash, Oakland County Water Resources Commissioner
For Construction of the 2023 GWK Sewer Cleaning and Inspection
George W. Kuhn Drain Drainage District
Oakland County, Michigan**

Construction Estimate No. 2		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
Baldwin Drain									
1	Mobilization (5% Max)	1	LS	100.00	0.0	1.0	1.0	\$100.00	\$0.00
2	Project Management	1	LS	100.00	0.0	1.0	1.0	\$100.00	\$0.00
3	Permit Allowance	1	DLR	250.00	0.0	0.0	0.0	\$0.00	\$0.00
4	Clean and Televise, PACP Reporting, 12" Combined Sewer	30	LFT	2.00	0.0	0.0	0.0	\$0.00	\$0.00
5	Clean and Televise, PACP Reporting, 24" Combined Sewer	578	LFT	2.00	0.0	477.0	477.0	\$954.00	\$0.00
6	Clean and Televise, PACP Reporting, 30" Combined Sewer	309	LFT	2.00	0.0	0.0	0.0	\$0.00	\$0.00
7	Clean and Televise, PACP Reporting, 36" Combined Sewer	342	LFT	2.00	0.0	163.0	163.0	\$326.00	\$0.00
8	Clean and Televise, PACP Reporting, 48" Combined Sewer	3,097	LFT	5.75	0.0	483.0	483.0	\$966.00	\$0.00
9	Clean and Televise, PACP Reporting, 54" Combined Sewer	1,591	LFT	4.25	707.0	3055.0	3055.0	\$17,566.25	\$0.00
10	Clean and Televise, PACP Reporting, 60" Combined Sewer	3,283	LFT	4.25	0.0	770.0	1477.0	\$6,277.25	\$3,004.75
11	Clean and Televise, PACP Reporting, 72" Combined Sewer	3,166	LFT	4.25	0.0	3278.0	3278.0	\$13,931.50	\$0.00
12	Clean and Televise, PACP Reporting, 78" Combined Sewer	3,993	LFT	4.25	0.0	3076.0	3076.0	\$13,073.00	\$0.00
13	Clean and Televise, PACP Reporting, 84" Combined Sewer	3,879	LFT	4.25	0.0	3997.0	3997.0	\$16,987.25	\$0.00
14	Clean and Televise, PACP Reporting, 90" Combined Sewer	7	EA	1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
15	Locate and Expose Manhole, As Required	1	LS	3,000.00	0.0	1.0	1.0	\$3,000.00	\$0.00
16	Maintaining Traffic	1	LS	5,000.00	0.0	0.0	0.0	\$0.00	\$0.00
17	Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
Campbell Drain									
18	Mobilization (5% Max)	1	LS	100.00	0.0	1.0	1.0	\$100.00	\$0.00
19	Project Management	1	LS	5,500.00	0.0	1.0	1.0	\$5,500.00	\$0.00
20	Permit Allowance	1	DLR	500.00	0.0	0.0	0.0	\$0.00	\$0.00
21	Clean and Televise, PACP Reporting, 12" Combined Sewer	165	LFT	2.00	33.0	59.0	92.0	\$184.00	\$66.00
22	Clean and Televise, PACP Reporting, 24" Combined Sewer	15	LFT	2.00	0.0	0.0	0.0	\$0.00	\$0.00
23	Clean and Televise, PACP Reporting, 30" Combined Sewer	1,049	LFT	5.75	0.0	0.0	0.0	\$0.00	\$0.00
24	Clean and Televise, PACP Reporting, 33" Combined Sewer	50	LFT	5.75	0.0	0.0	0.0	\$0.00	\$0.00
25	Clean and Televise, PACP Reporting, 36" Combined Sewer	18	LFT	5.75	0.0	575.0	575.0	\$3,306.25	\$0.00
26	Clean and Televise, PACP Reporting, 39" Combined Sewer	563	LFT	5.75	0.0	572.0	572.0	\$3,289.00	\$0.00
27	Clean and Televise, PACP Reporting, 42" Combined Sewer	1,282	LFT	5.75	0.0	308.0	308.0	\$1,771.00	\$0.00
28	Clean and Televise, PACP Reporting, 48" Combined Sewer	641	LFT	5.75	0.0	515.0	515.0	\$2,961.25	\$0.00
29	Clean and Televise, PACP Reporting, 54" Combined Sewer	1,098	LFT	4.25	0.0	2021.0	2021.0	\$8,589.25	\$0.00
30	Clean and Televise, PACP Reporting, 72" Combined Sewer	1,992	LFT	4.25	0.0	2066.0	2066.0	\$8,780.50	\$0.00
31	Clean and Televise, PACP Reporting, 78" Combined Sewer	1,495	LFT	4.25	0.0	1516.0	1516.0	\$6,443.00	\$0.00
32	Clean and Televise, PACP Reporting, 84" Combined Sewer	1,198	LFT	4.25	0.0	1207.0	1207.0	\$5,129.75	\$0.00
33	Clean and Televise, PACP Reporting, 108" Combined Sewer	8,003	LFT	4.25	0.0	1501.0	1501.0	\$6,379.25	\$0.00
34	Clean and Televise, PACP Reporting, 114" Combined Sewer	5,223	LFT	4.25	0.0	0.0	0.0	\$0.00	\$0.00
35	Clean and Televise, PACP Reporting, 120" Combined Sewer	5,050	LFT	4.25	2164.0	0.0	2164.0	\$9,197.00	\$9,197.00
36	Locate and Expose Manhole, As Required	2	EA	1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
37	Maintaining Traffic	1	LS	42,000.00	0.0	1.0	1.0	\$42,000.00	\$0.00
38	Restoration	1	LS	1.00	0.0	0.0	0.0	\$0.00	\$0.00
Lawson Drain									
39	Mobilization (5% Max)	1	LS	100.00	0.0	1.0	1.0	\$100.00	\$0.00
40	Project Management	1	LS	4,000.00	0.0	1.0	1.0	\$4,000.00	\$0.00
41	Permit Allowance	1	DLR	250.00	0.0	0.0	0.0	\$0.00	\$0.00
42	Clean and Televise, PACP Reporting, 10" Combined Sewer	85	LFT	2.00	0.0	52.0	52.0	\$104.00	\$0.00
43	Clean and Televise, PACP Reporting, 12" Combined Sewer	33	LFT	2.00	0.0	31.0	31.0	\$62.00	\$0.00
44	Clean and Televise, PACP Reporting, 24" Combined Sewer	1,863	LFT	5.75	0.0	1915.0	1915.0	\$11,011.25	\$0.00
45	Clean and Televise, PACP Reporting, 30" Combined Sewer	1,268	LFT	5.75	0.0	1279.0	1279.0	\$7,354.25	\$0.00
46	Clean and Televise, PACP Reporting, 48" Combined Sewer	1,588	LFT	5.75	0.0	620.0	620.0	\$3,565.00	\$0.00
47	Clean and Televise, PACP Reporting, 60" Combined Sewer	1,666	LFT	4.25	0.0	1672.0	1672.0	\$7,106.00	\$0.00
48	Clean and Televise, PACP Reporting, 72" Combined Sewer	1,403	LFT	4.25	0.0	2403.0	2403.0	\$10,212.75	\$0.00
49	Clean and Televise, PACP Reporting, 78" Combined Sewer	2,062	LFT	4.25	0.0	2087.0	2087.0	\$8,869.75	\$0.00
50	Clean and Televise, PACP Reporting, 84" Combined Sewer	2,612	LFT	4.25	0.0	2644.0	2644.0	\$11,237.00	\$0.00
51	Clean and Televise, PACP Reporting, 90" Combined Sewer	6,017	LFT	4.25	0.0	5931.0	5931.0	\$25,206.75	\$0.00
52	Clean and Televise, PACP Reporting, 96" Combined Sewer	5,853	LFT	4.25	0.0	5866.0	5866.0	\$24,930.50	\$0.00
53	Locate and Expose Manhole, As Required	1	EA	1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
54	Maintaining Traffic	1	LS	1,000.00	0.0	1.0	1.0	\$1,000.00	\$0.00
55	Restoration	1	LS	1.00	0.0	1.0	1.0	\$1.00	\$0.00
Twelve Towns Drain									
56	Mobilization (5% Max)	1	LS	100.00	0.0	1.0	1.0	\$100.00	\$0.00
57	Project Management	1	LS	9,000.00	0.0	1.0	1.0	\$9,000.00	\$0.00
58	Permit Allowance	1	DLR	3,000.00	0.0	0.0	0.0	\$0.00	\$0.00
59	Clean and Televise, PACP Reporting, 36" Combined Sewer	916	LFT	5.75	0.0	916.0	916.0	\$5,267.00	\$0.00
60	Clean and Televise, PACP Reporting, 42" Combined Sewer	2,854	LFT	5.75	0.0	2831.0	2831.0	\$16,278.25	\$0.00
61	Clean and Televise, PACP Reporting, 48" Combined Sewer	1,290	LFT	5.75	0.0	1334.0	1334.0	\$7,670.50	\$0.00
62	Clean and Televise, PACP Reporting, 54" Combined Sewer	1,797	LFT	5.75	0.0	1685.0	1685.0	\$9,688.75	\$0.00
63	Clean and Televise, PACP Reporting, 60" Combined Sewer	1,718	LFT	4.25	0.0	1722.0	1722.0	\$7,318.50	\$0.00
64	Clean and Televise, PACP Reporting, 66" Combined Sewer	2,667	LFT	4.25	1869.0	815.0	2684.0	\$11,407.00	\$7,943.25
65	Clean and Televise, PACP Reporting, 72" Combined Sewer	4,119	LFT	4.25	2166.0	1705.0	3871.0	\$16,451.75	\$9,205.50
66	Clean and Televise, PACP Reporting, 78" Combined Sewer	1,842	LFT	4.25	0.0	1832.0	1832.0	\$7,786.00	\$0.00
67	Clean and Televise, PACP Reporting, 84" Combined Sewer	6,433	LFT	4.25	4416.0	2013.0	6429.0	\$27,323.25	\$18,768.00
68	Clean and Televise, PACP Reporting, 90" Combined Sewer	2,888	LFT	4.25	2887.0	0.0	2887.0	\$12,269.75	\$12,269.75
69	Clean and Televise, PACP Reporting, 96" Combined Sewer	2,658	LFT	4.25	2660.0	0.0	2660.0	\$11,305.00	\$11,305.00
70	Clean and Televise, PACP Reporting, 102" Combined Sewer	834	LFT	4.25	834.0	0.0	834.0	\$3,544.50	\$3,544.50
71	Clean and Televise, PACP Reporting, 108" Combined Sewer	6,365	LFT	4.25	6403.0	0.0	6403.0	\$27,212.75	\$27,212.75
72	Clean and Televise, PACP Reporting, 114" Combined Sewer	11,735	LFT	4.25	11733.0	0.0	11733.0	\$49,865.25	\$49,865.25
73	Clean and Televise, PACP Reporting, 132" Combined Sewer	3,268	LFT	4.25	3250.0	0.0	3250.0	\$13,812.50	\$13,812.50
74	Clean and Televise, PACP Reporting, 159" Combined Sewer	9,691	LFT	4.25	7831.0	0.0	7831.0	\$33,281.75	\$33,281.75
75	Clean and Televise, PACP Reporting, 36x60 Rectangular Box	31	LFT	4.25	0.0	0.0	0.0	\$0.00	\$0.00
76	Locate and Expose Manhole, As Required	2	EA	1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
77	Maintaining Traffic	1	LS	1,000.00	0.0	1.0	1.0	\$1,000.00	\$0.00
78	Restoration	1	LS	500.00	0.0	0.0	0.0	\$0.00	\$0.00

**Jim Nash, Oakland County Water Resources Commissioner
 For Construction of the 2023 GWK Sewer Cleaning and Inspection
 George W. Kuhn Drain Drainage District
 Oakland County, Michigan**

Construction Estimate No. 2		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Contract Item		Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
Change Order 1 - Allen Branch Detroit Zoo									
79	Clean and Televis, PACP Reporting, 54" Combined Sewer	1,530	LFT	5.75	1,576.0	0.0	1576.0	\$9,062.00	\$9,062.00
80	Clean and Televis, PACP Reporting, 108" Combined Sewer	1,750	LFT	4.25	1,108.0	0.0	1108.0	\$4,709.00	\$4,709.00
81	Clean and Televis, PACP Reporting, 114" Combined Sewer	263	LFT	4.25	888.0	0.0	888.0	\$3,774.00	\$3,774.00
82	Clean and Televis, PACP Reporting, 24" Combined Sewer	278	LFT	5.75	488.0	0.0	488.0	\$2,806.00	\$2,806.00
83	Clean and Televis, PACP Reporting, 30" Combined Sewer	309	LFT	5.75	91.0	0.0	91.0	\$523.25	\$523.25
Stored Material:									
						0.0	0.0	\$0.00	\$0.00
Deductions:									
						0.0	0.0	\$0.00	\$0.00

Total Amount to Date	\$578,599.75
Total Amount This Estimate	\$199,476.00
Change Orders to Date	\$20,874.25
Change Orders This Estimate	\$20,874.25
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$599,474.00
Subtotal This Estimate	\$220,350.25
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$220,350.25
Less Transfer to Reserve	\$1,036.40
Net Payment	\$219,313.85

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

Ⓢ for Shawn Phelps

DATE: June 25, 2024

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>
Dickinson Wright PLLC	V # SINV00264666	Invoice # 1920366 - Legal Services - 05/03/24	\$ 31,890.57
		Total	\$ 31,890.57
Drummond Carpenter PLLC	SINV00262968	Invoice # 4857 - Contracted Services - Proj 1-7620	\$ 1,701.00
Drummond Carpenter PLLC	SINV00264071	Invoice # 4927 - Contracted Services - Proj 1-7620	11,921.00
		Project 1-7620	\$ 13,622.00
CSM Mechancial	TBP	Invoice # 3383 - Contracted Service - Proj 1-7626	\$ 20,280.00
		Project 1-7626	\$ 20,280.00
Kentain Products Limited	V # SINV00263510	Invoice # 7156 - Contracted Services - Proj 1-7540	\$ 28,000.00
Marine Pollution Control	V # SINV00264088	Invoice # 41251 - Contracted Services - Proj 1-7540	3,963.78
		Project 1-7540	\$ 31,963.78
The Art Department/James Priester	V # SINV00264084	Invoice # 5034B - Printing Services - Proj 1-7235	\$ 1,791.81
The Art Department/James Priester	V # SINV00262969	Invoice # 5034C - Printing Services - Proj 1-7235	1,180.00
Center for Watershed Protection, Inc	V # SINV00262967	Invoice # W-22-37a #3 - Contracted Services - 04/30/24	1,603.75
		Project 1-7235	\$ 4,575.56

5. Evergreen-Farmington Sanitary Drain

AGENDA

DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of May 21, 2024
3. Public Comments
4. Present Memorandum from Sara Rubino, Government Policy Attorney, dated June 25, 2024, requesting the Board approve the grant agreement and authorize Oakland County to administer the grant pursuant to its terms
5. Present Construction Estimate No. 27 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,361,486.33 with a transfer to the Oakland County Treasurer in the amount of \$151,276.26
6. Present Construction Estimate No. 9 for Dan’s Excavating for Construction of the 8 Mile Road Corrective Action Plan – Phase 2 in the amount of \$1,826,617.30
7. Present Construction Estimate No. 8 for Midwest Power Systems for Construction of the Lathrup Sanitary Retention Tank Improvements in the amount of \$224,382.08
8. Present request for Board approval of payment of invoices from the Evergreen Farmington Sanitary Drain in the amount of \$352,948.56
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

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

May 21, 2024

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 21st day of May 2024.

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 April 23, 2024, 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.

Construction Estimate No. 26 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,513,695.22 with a transfer to the Oakland County Treasurer in the amount of \$168,188.36 was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 26 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,513,695.22 with a transfer to the Oakland County Treasurer in the amount of \$168,188.36 as presented.

ADOPTED: Yeas - 2
Nays - 0

Construction Estimate No. 8 for Dan’s Excavating for Construction of the 8 Mile Road Corrective Action Plan – Phase 2 in the amount of \$1,278,230.72 was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 8 for Dan’s Excavating for Construction of the 8 Mile Road Corrective Action Plan – Phase 2 in the amount of \$1,278,230.72 as presented.

ADOPTED: Yeas - 2
Nays - 0

Construction Estimate No. 7 for Midwest Power Systems for Construction of the Lathrup Sanitary Retention Tank Improvements in the amount of \$69,954.54 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 7 for Midwest Power Systems for Construction of the Lathrup Sanitary Retention Tank Improvements in the amount of \$69,954.54 as presented.

ADOPTED: Yeas - 3
Nays - 0

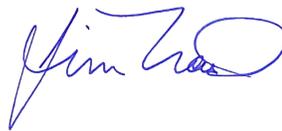
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,250,219.55 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,250,219.55 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.



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 21st day of May 2024, 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.



Jim Nash, Chairperson

Dated: May 21, 2024

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

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

FROM: Sara Rubino, Government Policy Attorney

SUBJECT: Congressional Community Project Grant

DATE: June 25, 2024

The Evergreen-Farmington Sanitary Drain Drainage District was awarded a FY2023 Congressional Community Project Grant. In December 2023, a grant application was submitted by Oakland County, on behalf of the Drainage District, to the U.S. Environmental Protection Agency (EPA) to receive the grant funding.

On April 22, 2024, a \$4 million EPA grant was awarded with a financial match component of \$1 million. The grant will be used to pay off a part of the increased purchase capacity between the District and the Great Lakes Water Authority (GLWA). The agreement includes a proposal to increase the contractual capacity from 170 cfs to 227 cfs. To accommodate this additional flow, GLWA must remove offsetting flow from the system. Two projects were agreed upon between the District and GLWA to meet these requirements established by the Michigan Department of Environment, Great Lakes, and Energy.

The first project, the West Warren Green Infrastructure and Sewer Separation Project, is designed to meet state requirements for reductions of stormwater runoff into combined sewers and reduce sewage overflows into the Rouge River. This project will improve water quality in the Rouge River while reducing neighborhood flooding incidents.

The second project, the GLWA West Warren Outfall project, is intended to bring the West Warren combined sewer outfall location in Detroit into compliance with federal discharge permits. Improvements will include a new stormwater diversion facility west of the Rouge River and increasing the size of an existing, 18-inch diameter pipe to a 54-inch pipe east of the river.

Requested Action: Approve the attached grant agreement and authorize Oakland County to administer the grant pursuant to its terms.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E03644 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 04/22/2024
		TYPE OF ACTION New	MAILING DATE 04/25/2024
		PAYMENT METHOD: ASAP	ACH# 50272
		RECIPIENT TYPE: County	
RECIPIENT: OAKLAND, COUNTY OF 1200 N TELEGRAPH RD PONTIAC, MI 48341 EIN: 38-6004876		PAYEE: OAKLAND, COUNTY OF 1200 N TELEGRAPH RD PONTIAC, MI 48341	
PROJECT MANAGER Tiffany Keyes-Bowie 2100 PONTIAC LAKE RD 2100 PONTIAC LAKE RD WATERFORD, MI 48328 Email: bantiose@oakgov.com Phone:		EPA PROJECT OFFICER Andrew Tracy 77 West Jackson Boulevard. , WG-15J Chicago, IL 60604-3507 Email: Tracy.Andrew@epa.gov Phone: 312-353-6959	
		EPA GRANT SPECIALIST Matthew Mischnick Acquisitions and Assistance Branch, MA-10J 77 West Jackson Boulevard. Chicago, IL 60604-3507 Email: Mischnick.Matthew@epa.gov Phone: 312-886-0442	
PROJECT TITLE AND DESCRIPTION Capacity purchase for Evergreen-Farmington Sanitary Drain Drainage District from the Great Lakes Water Authority The EPA Community Grant funds will be used to assist in the cost of purchasing additional capacity from the Great Lakes Water Authority. The activities to be performed are the purchase of capacity from the Great Lakes Water Authority. The anticipated deliverables are the purchase of additional capacity from the Great Lakes Water Authority to better meet the needs of wet weather sanitary sewer overflows (SSOs) upstream in the EFSDDD system. No subawards are included in this assistance agreement.			
BUDGET PERIOD 01/21/2023 - 07/28/2027	PROJECT PERIOD 01/21/2023 - 07/28/2027	TOTAL BUDGET PERIOD COST \$ 5,000,000.00	TOTAL PROJECT PERIOD COST \$ 5,000,000.00
NOTICE OF AWARD Based on your Application dated 01/08/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 4,000,000.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 4,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Water Division R5 - Region 5 77 West Jackson Boulevard. W-15J. Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Sheila Dolan - null by Karen Sykes - Award Official Delegate			DATE 04/22/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 4,000,000	\$ 4,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 1,000,000	\$ 1,000,000
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 5,000,000	\$ 5,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2023 Consolidated Appropriations Act (PL 117-328)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2405PKX034	23	E5	0523CSF	000B80	4192	-	-	\$ 4,000,000
									\$ 4,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 5,000,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 5,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>20.00</u> % Federal <u>80.00</u> %)	\$ 5,000,000
12. Total Approved Assistance Amount	\$ 4,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 4,000,000
15. Total EPA Amount Awarded To Date	\$ 4,000,000

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

-Federal Financial Reports (SF-425): **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov, and Research Triangle Park Finance Center, rtpfc-grants@epa.gov.**

- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov; Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov and Karen Sykes, Supervisor, Grants Management Officer, Sykes.Karen@epa.gov.

-All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov, and Tracy Andrew, Project Officer, Andrew.Tracy@epa.gov.**

-Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Tracy Andrew, Project Officer, Andrew.Tracy@epa.gov.**

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from December 21, 2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **80%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
<p>1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must:</p> <ul style="list-style-type: none"> • meet the requirements in 2 CFR 200.430(i) for producing accurate information regarding actual hours an employee worked performing the EPA agreement. • reflect 100% of actual 	

<p>hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. • be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed• contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.</p>	
<p>1a. Working Hours</p>	<ul style="list-style-type: none"> • Copies of time sheets or equivalent records
<p>1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.</p>	<ul style="list-style-type: none"> • A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
<p>2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.</p>	<ul style="list-style-type: none"> • A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
<p>3. INDIRECT COSTS – either an approved indirect cost rate agreement covering the period for the indirect costs being claimed, or otherwise approved to use the 10% de minimis rate. See the General Terms and Conditions for additional information.</p>	<ul style="list-style-type: none"> • A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
<p>4. TRAVEL Note: First class/business class travel costs are not allowable.</p>	<ul style="list-style-type: none"> • listing of trips taken, trip dates, location, purpose, and actual costs incurred. • copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place. • copy of signed and dated travel vouchers showing actual expenditures

<p>5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.</p>	<ul style="list-style-type: none"> • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
<p>6. SUPPLIES</p>	<ul style="list-style-type: none"> • invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
<p>7. CONTRACTUALThe contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10</p>	<ul style="list-style-type: none"> • documents showing quotes or bid announcements as required. • evidence of the selection decision and a cost and price analysis • copy of contractor invoices
<p>8. CONSTRUCTIONThis category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.</p>	<ul style="list-style-type: none"> • documents showing quotes or bid announcements as applicable. • evidence of the selection decision and a cost and price analysis • copy of contractor and vendor invoices
<p>9. OTHERIf subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.</p>	<ul style="list-style-type: none"> • invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are: • copies of procurement requests • copy of vendor invoices • quotes or bid announcements as required • documentation of participant support cost payments approved in the budget • cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reporting ([2 CFR 200.329](#))

The recipient agrees to submit performance reports to the EPA Project Officer *on a semi-annual basis, no later than April 30 and October 30 of each year*. The final performance report must be submitted no later than 120 calendar days after the period of performance end date.

Performance reports must relate financial data and accomplishments to performance goals and objectives; include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes

The recipient must obtain written EPA approval before implementing changes which alter the project performance standards; change the scope or objectives of the project or substantially alter the design of the project; transfer funds between construction and non-construction budget categories; significantly delay or accelerate the project schedule; substantially alter the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

C. Right of Access ([2 CFR 200.337](#))

EPA will have access to all records including fiscal, procurement, and engineering data and files which are pertinent to the assistance agreement, and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

• Procurement Document Submission

A copy of all proposed contracts for services and supplies over \$250,000 shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records. A copy of all proposed contracts for construction shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bid, scopes of work and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the signed EPA Form 5700-49 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters), the MBE/WBE proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed contract for services, such as engineering or grant management, prior to signing each contract as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. Such contracts must comply with provisions in the regulations at [2 CFR Part 200](#) and/or [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement as applicable to be accepted as allowable project costs.

D. Procurement

(a) The recipient agrees to procure all services (professional or otherwise), supplies, and construction awarded under this grant in accordance with [2 CFR 200.317 through 2 CFR 200.327](#) and [40 CFR Part 33](#).

(b) Recipient agrees to comply with the procurement processes for architectural and engineering (A/E) services as identified in [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement.

Where equivalent State requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of [40 U.S.C. 1101 et seq.](#) are:

- Public announcement of the solicitation (e.g., a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation);

Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);

- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional

nature, and the estimated value of the services to be rendered;

In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in [40 U.S.C. 1101 et seq.](#) apply.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under [2 CFR 200.332\(d\)](#), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The recipient is required to place a physical sign displaying the EPA logo at the construction site for this project in an easily visible location that can be directly linked to the work taking place. -The sign must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable grant expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the EPA logo or seal)

into the appropriate non-English language(s). The costs of such translation are allowable grant expenses, provided the costs are reasonable.

Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs.

EPA Logo: The recipient will ensure that signage displays the EPA logo. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to [Londa Scott-Forte \(202-564-1504\)](mailto:Londa.Scott-Forte@epa.gov) and [Jini Ryan \(202-564-1075\)](mailto:Jini.Ryan@epa.gov). Please explain in the message that the EPA logo is to be used on signage at a construction site funded with EPA assistance and copy the EPA Project Officer on the message.

G. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#), October 2022.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement signed on or after January 17, 2014. Based on the FY 2023 Consolidated Appropriations Act directive Congressional language ("Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 117-103 and the Explanatory Statement for Division G of P.L. 117-103.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act

This term and condition supplements the “Build America, Buy America” term and condition included in EPA’s [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

(2) “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(3) “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(4) “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States.
- (4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

- (1) When necessary, recipients may apply for a waiver from these requirements.
- (2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.
- (3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.
- (4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.
- (5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.
- (6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-22-11.
- (7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or

construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

- i. The Federal Award Identification Number (FAIN);
- ii. Location and description of the project;
- iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
- iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
- v. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
- vi. Anticipated impact if no waiver is issued; and
- vii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) **Maintain** documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If recipient seeks coverage under an existing [BABA waiver](#), recipient agrees to submit available evidence to the EPA project officer to support such a determination as identified in the BABA waiver. Recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

K. Environmental Review

This project consists of activities listed in paragraphs 40 C.F.R 6.204(a)(2)(i) through 40 C.F.R 6.204 (a) (2)(x) and no further NEPA documentation is necessary; EPA has met its NEPA compliance requirement. No separate NEPA documentation needs to be developed for use of a NEPA CATEX determination under 40 C.F.R 6.204(a)(2). If the scope of the project changes, Recipient understands that additional

environmental review may be necessary.

L. Davis-Bacon

(a) Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements.

The recipient agrees to include in all procurement contracts and subawards to provide assistance for the construction, alteration, and repair of treatment works carried out in whole or in part with funds made available by the FY 2023 Consolidated Appropriations Act a term and condition requiring compliance with section 513 of the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), and section 1450(e) of the Safe Drinking Water Act (SDWA) (42 U.S.C. 300j-9(e)) and require that procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts in excess of \$2,000 for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall include in full in the contract clauses as attached hereto entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all subagreements to provide assistance under the authorities referenced herein, whether in the form of a subgrant, or any other vehicle to provide financing for a project.

If the recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the recipient must discuss the situation with EPA before authorizing work on that site.

(b) Obtaining Wage Determinations.

(1) Unless otherwise instructed by EPA on a project specific basis, the recipients shall use DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain proposed wage determinations for specific localities at [SAM.gov](https://www.sam.gov). If the recipient is a non-governmental entity, after the recipient obtains its proposed wage determination, it must submit the wage determination to EPA_Grants_Info@epa.gov, for approval prior to inserting the wage determination into a solicitation, contract or before issuing task orders, work assignments, or similar instruments to existing contractors (ordering instruments) unless subsequently directed otherwise by EPA's Award Official.

Note: Recipients must discuss unique situations that may not be covered by the DOL General Wage Classifications with EPA. If, based on discussions with a recipient, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the recipient which General Wage Classification to use based on the nature of the construction activity at the site.

(2) Recipients shall obtain the wage determination for the locality in which a Community Grants activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the recipient shall monitor [SAM.gov](https://www.sam.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or

supersedes the applicable wage determination less than 10 days prior to the closing date, the recipient may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the recipient.

(ii) If the recipient does not award the contract within 90 days of the closure of the solicitation, any modifications DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The recipient shall monitor SAM.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the recipient carries out a Community Grants activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the recipient shall insert the appropriate DOL wage determination from SAM.gov into the ordering instrument.

(3) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(4) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

(c) Contract and Subcontract Provisions

(1) The recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of treatment works, and construction projects that would be [eligible under the Drinking Water State Revolving Fund Program](#), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA or Section 1452(a)(5) of the SDWA, the following labor standards provisions.

(i) Minimum wages.

(l) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the recipient obtained under the procedures specified in Item(b) Obtaining Wage Requirements, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(i)(IV) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(i)(II) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the recipient employee or official responsible for monitoring compliance with DB on the poster. Recipients may obtain wage determinations from <https://sam.gov/content/wage-determinations>.

(II)(A) The recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(II)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division (WHD) at whd-cbaconformance_incoming@dol.gov. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the Award Official, to the WHD Administrator for determination. The WHD Administrator, or an

authorized representative, at whd-cbaconformance_incoming@dol.gov will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(i)(II)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

(ii) Withholding. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(l) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(II)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the recipient.

(II)(B) Each payroll submitted to the recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(II)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (1)(iii)(II)(B) of this section.

(II)(D) The falsification of any of the above certifications may subject the contractor or

subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph (1)(iii)(I) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(v) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(vi) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the recipient, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(I) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(d) Contract Provisions for Contracts in Excess of \$100,000.

(1) Contract Work Hours and Safety Standards Act. The recipient shall insert the following clauses set forth in paragraphs (1)(i), (ii), (iii), and (iv) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item (c) Contract and Subcontract Provisions, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (1)(ii) of this section.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1)(i) through (iv) of this section.

(2) In addition to the clauses contained in Item (c) Contract and Subcontract Provisions, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 CFR 5.1](#), the recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Compliance Verification.

(1) The recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The recipient must use [Standard Form \(SF\) 1445](#) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations, the recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The recipient shall periodically review contractor and subcontractor use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

**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. 27

May 1, 2024 to May 31, 2024

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

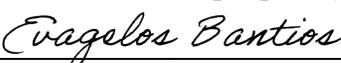
Original Contract Amount:	\$0.00
Previous Change Order Numbers: CO Nos. 1 through 8.	\$50,292,966.06
Change Orders This Estimate Number: CO No. 9	\$219,478.08
Total Net Change Orders:	\$50,512,444.14
<u>Adjusted Contract Amount:</u>	<u>\$50,512,444.14</u>
Subtotal To Date: (Sheet 2 of 3 Column 7)	\$21,244,906.75
Less Deductions to Date: (Sheet 2 of 3 Column 7)	\$0.00
Gross Estimate: (Work in Place) 42.06%	\$21,244,906.75
Less Amount Reserved: (10% of Gross Estimate)	\$2,124,490.68
Total Amount Allowed To Date:	\$19,120,416.07
Less Previous Estimates:	\$17,758,929.74
Net Payment Request To Be Paid To Contractor:	\$1,361,486.33
Reserve Payment to Contractor	\$0.00
<u>Balance of Contract To Date</u> \$29,267,537.39	<u>Accounting Auditor:</u>
Less Previous Transfers To Reserve:	\$1,973,214.42
<u>Amount of Current Transfer:</u>	<u>\$151,276.26</u>

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

Date: 2024 06 13

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

Date: 6/13/2024

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

Date: 6/17/2024

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

Date: _____

Approved by Board on: _____

**JIM NASH
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**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. 26		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
1	OCO #1 Elevator (Includes Insurance & OH&P)	1.00	LS	\$285,469.59					
1A	Material down payment			\$66,678.25	0.00	1.00	1.00	\$66,678.25	\$0.00
1B	bulk material fabrication and received			\$66,678.25	0.00	1.00	1.00	\$66,678.25	\$0.00
1C	install progress schedule			\$133,356.50	0.00	0.90	0.90	\$120,020.85	\$0.00
1D	Insurance and OH&P			\$18,756.59	0.00	0.95	0.95	\$17,812.26	\$0.00
2	OCO#2 Generator (Includes Insurance & OH&P)	1.00	LS	\$1,292,538.13					
2A	Approved submittals generator and docking station			\$181,516.80	0.00	1.00	1.00	\$181,516.80	\$0.00
2B	Construction of generator is done less enclosure/factory testing done & submittal with			\$242,022.40	0.00	1.00	1.00	\$241,151.06	\$0.00
2C	Delivery of docking station to job site			\$181,516.80	0.00	1.00	1.00	\$180,863.56	\$0.00
2D	Startup and testing of docking station			\$60,505.60	0.00	1.00	1.00	\$60,287.50	\$0.00
2E	Startup generator/arrive job site(less \$2500 transfer to Rotor 3/6-38)			\$421,039.20	0.00	0.00	0.00	\$0.00	\$0.00
2F	Startup & testing of generator			\$84,707.84	0.00	0.00	0.00	\$0.00	\$0.00
2G	Final O&M, start documentation, training			\$36,303.36	0.00	0.00	0.00	\$0.00	\$0.00
2H	Insurance and OH&P(less \$175 transfer to Rotor 3/6-38)			\$84,926.13	0.00	0.55	0.55	\$46,526.35	\$0.00
3	OCO#3 Electrical Equipment (Includes Insurance & OH&P) - \$1,823,797.41	1.00	LS	see item 3/6					
3/6	Combined OCO # 3 and # 6 - Electrical Equipment and Installation - Rotor Elec.	1.00	LS	\$4,832,105.56					
3/6-01	Coordination Study			\$22,000.00	0.00	0.98	0.98	\$21,500.00	\$0.00
3/6-02	Approved Shop Drawings for all Equipment			\$377,523.00	0.00	1.00	1.00	\$377,523.00	\$0.00
3/6-03	All Equipment Released for Fabrication			\$399,523.00	0.00	1.00	1.00	\$399,523.00	\$0.00
3/6-04	Pad Mount Transformer Delivery			\$243,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-05	Primary Switch Delivery			\$70,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-06	Main Switch Board Delivery			\$456,980.00	1.00	0.00	1.00	\$456,980.00	\$456,980.00
3/6-07	New Pump 1 VFD Delivery			\$60,000.00	0.00	1.00	1.00	\$60,000.00	\$0.00
3/6-08	New Pump 2 VFD Delivery			\$60,000.00	0.00	1.00	1.00	\$60,000.00	\$0.00
3/6-09	New Pump 3 VFD Delivery			\$60,000.00	0.00	1.00	1.00	\$60,000.00	\$0.00
3/6-10	New Pump 4 VFD Delivery			\$60,000.00	0.00	1.00	1.00	\$60,000.00	\$0.00
3/6-11	Motor Control Center Delivery			\$88,709.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-12	Startup & Commissioning			\$61,881.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-13	Training			\$12,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-14	O & M Manuals & Record Drawings			\$26,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-15	Mobilize			\$219,000.00	0.00	1.00	1.00	\$219,000.00	\$0.00
3/6-16	Submittals Other Than Madison			\$58,000.00	0.00	0.90	0.90	\$52,200.00	\$0.00
3/6-17	Outside Distribution Equipment Condit/Wiring Install			\$148,000.00	0.00	0.37	0.37	\$54,800.00	\$0.00
3/6-18	Inside Electrical Equipment Condit/Wiring Install			\$164,000.00	0.09	0.34	0.43	\$70,000.00	\$15,000.00
3/6-19	New Pump 1 Conduit/Wiring			\$195,000.00	0.10	0.18	0.28	\$55,000.00	\$20,000.00
3/6-20	New Pump 2 Conduit/Wiring			\$195,000.00	0.26	0.26	0.51	\$100,000.00	\$50,000.00
3/6-21	New Pump 3 Conduit/Wiring			\$195,000.00	0.33	0.18	0.51	\$100,000.00	\$65,000.00
3/6-22	New Pump 4 Conduit/Wiring			\$195,000.00	0.33	0.18	0.51	\$100,000.00	\$65,000.00
3/6-23	Valve Operators Conduit/Wiring			\$35,000.00	0.14	0.14	0.29	\$10,000.00	\$5,000.00
3/6-24	Motor Control Center Conduit/Wiring			\$196,000.00	0.10	0.21	0.31	\$60,300.00	\$20,000.00
3/6-25	Lighting Conduit/Wiring			\$71,000.00	0.07	0.42	0.49	\$35,000.00	\$5,000.00
3/6-26	Newl Vault Conduit/Wiring			\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-27	Cathodic Protection			\$79,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-28	Sequence of Construction / Temporary Power			\$37,000.00	0.00	1.00	1.00	\$37,000.00	\$0.00
3/6-29	SSO Chamber Conduit/Wiring			\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-30	Inverter Delivery			\$22,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-31	Generator Install Conduit/Wiring			\$524,000.00	0.00	0.69	0.69	\$362,400.00	\$0.00
3/6-32	Generator Mechanical Connections			\$18,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-33	Gas Detection System Delivery (-\$41,898.41 - PCI-970022.B)			\$44,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-34	Instrumentation & Control Conduit/Wiring			\$34,500.00	0.00	0.29	0.29	\$10,000.00	\$0.00

**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. 26		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
3/6-35	Demobilize			\$20,000.00	0.00	0.00	0.00	\$0.00	\$0.00
3/6-38	Walsh internal PCI 98-009 (transfer \$2500 from Cummins 2E)			\$2,500.00	0.00	1.00	1.00	\$2,500.00	\$0.00
3/6-36	Insurance and OH&P (transfer \$175 from Cummins 2H)			\$317,489.56	0.15	0.45	0.61	\$193,460.82	\$49,138.60
4	OCO#4 Pumps (Includes Insurance & OH&P)	1.00	LS	\$2,311,820.95					
4A	Shop Drawing Approval			\$324,000.00	0.00	1.00	1.00	\$324,000.00	\$0.00
4B	Delivery of Equipment			\$1,620,000.00	0.00	1.00	1.00	\$1,619,520.64	\$0.00
4C	Startup, Testing, Final O&M, Training			\$215,924.27	0.00	0.00	0.00	\$0.00	\$0.00
4D	Insurance and OH&P			\$151,896.68	0.00	0.90	0.90	\$136,139.59	\$0.00
5	OCO#5 Valves & Actuators (Includes Insurance & OH&P)	1.00	LS	\$1,044,145.02					
5A	Shop Drawing Approval - Kennedy			\$122,000.00	0.00	1.00	1.00	\$122,000.00	\$0.00
5B	Delivery of Equipment - Kennedy			\$609,000.00	0.00	0.00	0.00	\$0.00	\$0.00
5C	Startup, Testing, Final O&M, Training - Kennedy			\$80,225.00	0.00	0.00	0.00	\$0.00	\$0.00
5D	Shop Drawing Approval - System Specialties			\$24,650.00	0.00	1.00	1.00	\$24,650.00	\$0.00
5E	Delivery of Equipment - System Specialties			\$123,200.00	0.00	1.00	1.00	\$123,200.00	\$0.00
5F	Startup, Testing, Final O&M, Training - System Specialties			\$16,465.16	0.00	0.00	0.00	\$0.00	\$0.00
5G	Insurance and OH&P			\$68,604.86	0.00	0.27	0.27	\$18,674.72	\$0.00
6	OCO#6 Electrical & Remaining Equip (Includes Ins. & OH&P) - \$3,00,5633.15	1.00	LS	see item 3/6					
7	OCO#7 Construction GMP	1.00	LS	\$40,410,921.00					
8	Cash Allowance - DTE Electrical & Lighting Protection Required by DTE at	1.00	LS	\$60,000.00	0.00	0.27	0.27	\$15,988.72	\$0.00
9	Cash Allowance - Consumers Energy Gas	1.00	LS	\$15,000.00	0.00	0.11	0.11	\$1,689.00	\$0.00
10	Cash Allowance - Comcast Internet	1.00	LS	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00
11	Cash Allowance - Purchase & Install Internet Booster	1.00	LS	\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00
12	Cash Allowance - AT&T Phone System Relocate	1.00	LS	\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00
13	Cash Allowance - Security Camera Relocate	1.00	LS	\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00
14	Cash Allowance - Unforeseen Utility Relocation	1.00	LS	\$100,000.00	0.02	0.00	0.03	\$2,777.84	\$2,461.01
15	Cash Allowance per DWGs - Consumers Energy 6" Gas Relocation	1.00	LS	\$100,000.00	0.00	0.00	0.00	\$0.00	\$0.00
16	Cash Allowance per DWGs - Phone System Install	1.00	LS	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00
17	Cash Allowance per DWGs - Internet System Install	1.00	LS	\$25,000.00	0.13	0.00	0.13	\$3,328.15	\$3,328.15
18	Cash Allowance per DWGs - Boot on Power Lines & Raising AT&T Lines	1.00	LS	\$40,000.00	0.00	0.13	0.13	\$5,366.01	\$0.00
19	Cash Allowance per DWGs - Concrete & Asphalt Paving Work	1.00	LS	\$1,600,000.00	0.00	0.00	0.00	\$7,866.82	\$7,866.82
20	Cash Allowance per DWGs - Install of Antennas & Wiring at Pump Station & SSO	1.00	LS	\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00
21	Cash Allowance per DWGs - Bridge Crane Work (7.5 Tons)	1.00	LS	\$625,000.00	0.00	0.54	0.54	\$335,655.98	\$0.00
22	Cash Allowance per DWGs - Switchgear Design Changes	1.00	LS	\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00
23	Cash Allowance per DWGs - Landscape Allowance - 2026/2027 - Bid	1.00	LS	\$480,000.00	0.00	0.00	0.00	\$0.00	\$0.00
24	Cash Allowance per Meeting - Dewatering	1.00	LS	\$180,000.00	0.00	0.00	0.00	\$0.00	\$0.00
25	Cash Allowance per Meeting - Permits (CO 8-4 reduced to \$410,000 avail)	1.00	LS	\$560,000.00	0.00	0.61	0.61	\$343,343.17	\$0.00
26	Cash Allowance per Meeting - Summer & Winter Conditions	1.00	LS	\$130,000.00	0.00	0.00	0.00	\$644.48	\$0.00
27	Cash Allowance per Meeting - Traffic Control	1.00	LS	\$479,800.00	0.00	0.06	0.06	\$29,342.74	\$0.00
28	Cash Allowance per Meeting - Vac Truck Services & TV Inspections	1.00	LS	\$480,000.00	0.00	0.10	0.10	\$48,662.78	\$0.00
29	Construction Staking	1.00	LS	\$94,600.00	0.00	0.09	0.09	\$8,709.50	\$0.00
30	Security	1.00	LS	\$570,300.00	0.02	0.26	0.28	\$161,200.00	\$12,400.00
31	Temporary Generators & Fuel	1.00	LS	\$155,000.00	0.32	0.03	0.35	\$54,340.45	\$49,419.22
32	Equipment Storage Off Site & Shipping	1.00	LS	\$40,000.00	0.00	0.10	0.10	\$3,986.41	\$0.00
33	Hydraulic Pump at Wet Well for Concrete Work	1.00	LS	\$85,000.00	0.00	0.26	0.26	\$21,941.77	\$0.00
34	Ventilation at Overflow Chamber	1.00	LS	\$40,000.00	0.00	0.43	0.43	\$17,067.11	\$0.00
35	Preconstruction & Final Photos	1.00	LS	\$10,000.00	0.00	0.50	0.50	\$5,000.00	\$0.00
36	Selective Demolition - Blue Star	1.00	LS	\$1,712,485.72					
36A	Deduct for work transferred to BNE (item 48/54A)			(\$1,984.28)	0.00	1.00	1.00	(\$1,984.28)	\$0.00
36-01	Mobilization / Phasing (x5)			\$5,000.00	0.00	0.40	0.40	\$2,000.00	\$0.00
36-02	Bond			\$19,500.00	0.00	1.00	1.00	\$19,500.00	\$0.00

**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. 26		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
36-03	Sheet D101 - ARCH Demo First Floor (EL 646)			\$86,000.00	0.00	0.30	0.30	\$25,800.00	\$0.00
36-04	Sheet D102 - ARCH Demo Roof (EL 660'8")			\$60,000.00	0.00	0.00	0.00	\$0.00	\$0.00
36-05	Sheet D103 - ARCH Demo P1 (EL 636, P2 EL 626, P3 EL 616)			\$30,000.00	0.00	0.50	0.50	\$15,000.00	\$0.00
36-06	Sheet D104 - ARCH Demo P4 (EL 606) P5 (EL591'9")			\$66,500.00	0.00	1.00	1.00	\$66,500.00	\$0.00
36-07	Sheet D105 - ARCH Demo Wet Well (EL 620 & 600)			\$244,000.00	0.00	1.00	1.00	\$244,000.00	\$0.00
36-08	Sheet D110 - STRUC Demo Roof (EL 660'8"), 1ST Fl (EL 646), and P1 (EL 636)			\$40,500.00	0.00	0.10	0.10	\$4,050.00	\$0.00
36-09	Sheet D111 - STRUC Demo P2 (EL 626), P3 (EL 616), P4 (EL 606) & P5 (EL 591'9")			\$400,000.00	0.00	0.70	0.70	\$280,000.00	\$0.00
36-10	Sheet D121 - PROCESS Demo 1st Fl			\$44,000.00	0.00	0.15	0.15	\$6,600.00	\$0.00
36-11	Sheet D122 - PROCESS Demo P1, P2, P3			\$450,000.00	0.00	0.34	0.34	\$155,150.00	\$0.00
36-12	Sheet D123 - PROCESS Demo P4, P5			\$85,000.00	0.00	0.34	0.34	\$29,195.00	\$0.00
36-13	Sheet D131 - PLUMBING Demo 1st Fl. P1			\$30,000.00	0.00	0.50	0.50	\$15,000.00	\$0.00
36-14	Sheet D132 - PLUMBING Demo P2, P3			\$8,500.00	0.00	0.28	0.28	\$2,420.00	\$0.00
36-15	Sheet D133 - PLUMBING Demo P4, P5			\$20,000.00	0.00	0.30	0.30	\$6,000.00	\$0.00
36-16	Sheet D134 - MECH Demo Roof			\$4,500.00	0.00	1.00	1.00	\$4,500.00	\$0.00
36-17	Sheet D135 - MECH Demo 1st Fl. P1			\$12,000.00	0.00	0.50	0.50	\$6,000.00	\$0.00
36-18	Sheet D136 - MECH Demo P2, P3			\$16,000.00	0.00	1.00	1.00	\$16,000.00	\$0.00
36-19	Sheet D137 - MECH Demo P4, P5			\$16,000.00	0.00	0.56	0.56	\$9,000.00	\$0.00
36-20	Sheet D141-D144 - ELEC Demo - 1st Fl. P1, P2, P3, P4, P5			\$30,000.00	0.00	0.17	0.17	\$5,000.00	\$0.00
36-21	Sheet D201 - ARCH Demo Evergreen SSO Chamber			\$4,000.00	0.00	0.00	0.00	\$0.00	\$0.00
36-22	Sheet D230 - MECH Demo Evergreen SSO Chamber			\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00
36-23	Sheet S100 - STRUC Demo Roof (EL 660'8")			\$11,500.00	0.00	1.00	1.00	\$11,500.00	\$0.00
36-24	Sheet S102 - STRUC Demo P1 (EL 636)			\$8,500.00	0.00	0.00	0.00	\$0.00	\$0.00
36-25	Sheet S104 - STRUC Demo P1 (EL 636)			\$3,000.00	0.00	0.00	0.00	\$0.00	\$0.00
36-26	Post Bid Adds			\$4,970.00	0.00	0.00	0.00	\$0.00	\$0.00
37	Cast In Place Concrete - Mobilization	1.00	LS	\$50,000.00	0.00	1.00	1.00	\$50,000.00	\$0.00
38	Cast In Place Concrete- Wet Well Shoring, FRP Lower Floor	1.00	LS	\$955,000.00	0.00	1.00	1.00	\$955,000.00	\$0.00
39	Cast In Place Concrete - Wet Well FRP Upper Floor	1.00	LS	\$409,000.00	0.00	1.00	1.00	\$409,000.00	\$0.00
40	Cast In Place Concrete - Yard Pipe Mud Mat & Electrical Ductbanks	1.00	LS	\$210,000.00	0.00	0.67	0.67	\$140,000.00	\$0.00
41	Cast In Place Concrete - Exterior Pads, Bollards, Temp Bulkhead, Building Foundation	1.00	LS	\$163,600.00	0.14	0.61	0.76	\$123,600.00	\$23,600.00
42	Cast In Place Concrete - Interior Pads, Wall Patching, Floor Infills, Pump & Misc.	1.00	LS	\$220,000.00	0.07	0.60	0.67	\$147,000.00	\$15,000.00
43	Cast In Place Concrete - Valve Vault	1.00	LS	\$400,000.00	0.00	0.00	0.00	\$0.00	\$0.00
44	Cast In Place Concrete - Overflow Chamber Gate Structure	1.00	LS	\$400,000.00	0.00	0.00	0.00	\$0.00	\$0.00
45	Cast In Place Concrete - Overflow Chamber Modify Existing Overflow Structure	1.00	LS	\$950,000.00	0.00	0.00	0.00	\$0.00	\$0.00
46	Cast In Place Concrete - Demobilization	1.00	LS	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00
47	Hollow Core Planks Fabcon Precast	1.00	LS	\$28,000.00	0.00	0.10	0.10	\$2,800.00	\$0.00
48	Masonry Work - BNE (\$133,168.00)	1.00	LS	see item 48/54					
48/54	Combined Items 48 & 54 - Masonry & Waterproofing/Joint Sealant - BNE	1.00	LS	\$184,481.28					
48/54A	Work transferred from Blue Star (item 36A)	1.00	LS	\$1,984.28	0.00	1.00	1.00	\$1,984.28	\$0.00
48/54-01	Masonry Bond	1.00	LS	\$2,100.00	0.00	1.00	1.00	\$2,100.00	\$0.00
48/54-02	Interior Masonry	1.00	LS	\$16,750.00	0.00	1.00	1.00	\$16,750.00	\$0.00
48/54-03	Elevator Shaft Masonry	1.00	LS	\$20,117.00	0.00	1.00	1.00	\$20,117.00	\$0.00
48/54-04	Exterior Infills / Tothing In	1.00	LS	\$66,450.00	0.05	0.95	1.00	\$66,450.00	\$3,322.50
48/54-05	Corner Exterior Wall	1.00	LS	\$27,751.00	0.00	0.00	0.00	\$0.00	\$0.00
48/54-06	Waterproofing/Joint Sealant Bond	1.00	LS	\$900.00	0.00	1.00	1.00	\$900.00	\$0.00
48/54-07	Waterproofing Blind Side	1.00	LS	\$14,100.00	0.00	0.00	0.00	\$0.00	\$0.00
48/54-08	Waterproofing Walls - Force Main	1.00	LS	\$5,100.00	0.00	0.00	0.00	\$0.00	\$0.00
48/54-09	Waterproofing SSO Chamber	1.00	LS	\$10,929.00	0.00	0.00	0.00	\$0.00	\$0.00
48/54-10	Joint Sealants - Labor	1.00	LS	\$7,200.00	0.00	0.00	0.00	\$0.00	\$0.00
48/54-11	Building Joint Sealants	1.00	LS	\$6,500.00	0.00	0.00	0.00	\$0.00	\$0.00
48/54-12	Site Concrete EJ Sealant	1.00	LS	\$4,600.00	0.00	0.00	0.00	\$0.00	\$0.00

**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. 26		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
49	Metals - Ross Steel	1.00	LS	\$1,036,000.00					
49-01	Engineering (Detailing)	1.00	LS	\$64,200.00	0.00	1.00	1.00	\$64,200.00	\$0.00
49-02	Field Measuring	1.00	LS	\$48,000.00	0.00	1.00	1.00	\$48,000.00	\$0.00
49-03	Material	1.00	LS	\$360,841.00	0.00	0.90	0.90	\$324,756.90	\$0.00
49-04	Labor	1.00	LS	\$72,000.00	0.00	0.90	0.90	\$64,800.00	\$0.00
49-05	FRP	1.00	LS	\$72,459.00	0.00	1.00	1.00	\$72,459.00	\$0.00
49-06	Erection	1.00	LS	\$233,800.00	0.04	0.60	0.64	\$150,280.00	\$10,000.00
49-07	Stairs, rails, ladders	1.00	LS	\$172,700.00	0.00	0.85	0.85	\$145,956.50	\$0.00
49-08	Bond	1.00	LS	\$12,000.00	0.00	1.00	1.00	\$12,000.00	\$0.00
50	Rough Carpentry - Temp & Final Doors	1.00	LS	\$55,000.00	0.00	0.05	0.05	\$3,000.00	\$0.00
51	Rough Carpentry - Temp Wall for Roof Removal	1.00	LS	\$57,000.00	0.00	0.00	0.00	\$0.00	\$0.00
52	Rough Carpentry - Scaffold Plank at Floor Openings	1.00	LS	\$21,000.00	0.00	0.95	0.95	\$20,000.00	\$0.00
53	Rough Carpentry - Floor Protection	1.00	LS	\$38,700.00	0.00	0.80	0.80	\$30,960.00	\$0.00
54	Waterproofing/Joint Sealant - BNE (\$49,329.00)	1.00	LS	see item 48/54					
55	EPDM Roofing - Royal Roofing	1.00	LS	\$396,900.00					
55-01	Roofing Material	1.00	LS	\$188,000.00	0.00	0.09	0.09	\$17,100.00	\$0.00
55-02	Roofing Labor	1.00	LS	\$125,750.00	0.00	0.08	0.08	\$9,800.00	\$0.00
55-03	Sheet Metal Material	1.00	LS	\$25,500.00	0.00	0.00	0.00	\$0.00	\$0.00
55-04	Sheet Metal Labor	1.00	LS	\$15,550.00	0.00	0.00	0.00	\$0.00	\$0.00
55-05	Roofing Material Escalation	1.00	LS	\$42,100.00	0.00	0.00	0.00	\$0.00	\$0.00
56	Access Doors and Frames	1.00	LS	\$31,392.00	0.00	1.00	1.00	\$31,392.00	\$0.00
57	Overhead Doors - GLDD	1.00	LS	\$21,275.00	0.00	0.84	0.84	\$17,948.00	\$0.00
58	Painting - Signature	1.00	LS	\$427,000.00	0.03	0.47	0.50	\$214,550.00	\$13,000.00
59	Process Equipment Identifications	1.00	LS	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00
60	Metal Canopies & Bike Racks	1.00	LS	\$25,700.00	0.00	0.00	0.00	\$0.00	\$0.00
61	Passenger Elevator	1.00	LS	\$40,000.00	0.58	0.42	1.00	\$40,000.00	\$23,333.34
62	Heating, Ventilating and Air Conditioning - DeCal (\$751,690.00)	1.00	LS	see item 62/82					
62/82	Combined Items 62 & 82 - HVAC & Process and Plumbing Systems - DeCal	1.00	LS	\$7,277,690.00					
62/82-01	Mobilization	1.00	LS	\$201,761.00	0.00	1.00	1.00	\$201,761.00	\$0.00
62/82-02	Demobilization	1.00	LS	\$65,460.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-03	General Conditions	1.00	LS	\$437,453.00	0.02	0.30	0.32	\$139,778.00	\$9,113.00
62/82-04	Closeout Documents	1.00	LS	\$2,500.00	0.00	0.90	0.90	\$2,250.00	\$0.00
62/82-05	Owner Training	1.00	LS	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-06	Punchlist	1.00	LS	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-07	Plumbing for Trailer City	1.00	LS	\$125,000.00	0.00	1.00	1.00	\$125,000.00	\$0.00
62/82-08	Cut/Cap for Demo by Others	1.00	LS	\$50,000.00	0.00	0.50	0.50	\$25,000.00	\$0.00
62/82-09	Furnish Ductile Iron Pipe and Fittings	1.00	LS	\$1,200,000.00	0.04	0.33	0.37	\$443,279.86	\$50,175.00
62/82-10	Furnish Carbon Steel Pipe and Fittings	1.00	LS	\$608,060.00	0.00	0.17	0.17	\$100,542.75	\$0.00
62/82-11	Furnish Process Valves	1.00	LS	\$76,000.00	0.02	0.32	0.34	\$25,696.16	\$1,300.00
62/82-12	Furnish Flow Meters	1.00	LS	\$70,000.00	0.00	1.00	1.00	\$70,000.00	\$0.00
62/82-13	Furnish Sump Pump Equipment	1.00	LS	\$35,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-14	Furnish Slide Gate and Stop Logs	1.00	LS	\$101,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-15	Furnish Plumbing Fixtures	1.00	LS	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-16	Furnish Nuts, Bolts, and Gaskets	1.00	LS	\$125,000.00	0.34	0.40	0.74	\$92,475.88	\$42,270.00
62/82-17	Furnish Hangers, Supports, Applicable Penetration Items	1.00	LS	\$161,000.00	0.00	0.43	0.43	\$69,750.00	\$0.00
62/82-18	Furnish Misc. Mechanical Couplings and Accessories	1.00	LS	\$150,000.00	0.00	0.94	0.94	\$140,303.24	\$0.00
62/82-19	Relocate Air Compressor	1.00	LS	\$25,000.00	0.00	0.50	0.50	\$12,500.00	\$0.00
62/82-20	Furnish and Install Temporary Piping	1.00	LS	\$415,000.00	0.00	0.30	0.30	\$124,500.00	\$0.00
62/82-21	Remove Bulkheads	1.00	LS	\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-22	Bar Rack Work	1.00	LS	\$50,000.00	0.00	1.00	1.00	\$50,000.00	\$0.00

**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. 26		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
62/82-23	Logistics for Sequencing and Storage	1.00	LS	\$75,000.00	0.13	0.23	0.37	\$27,500.00	\$10,000.00
62/82-24	Standby Sluice Gate	1.00	LS	\$60,000.00	0.00	0.93	0.93	\$56,000.00	\$0.00
62/82-25	Furnish and Install Sanitary/Waste/Vent Piping	1.00	LS	\$75,000.00	0.00	0.19	0.19	\$14,000.00	\$0.00
62/82-26	Furnish and Install Domestic Water Piping	1.00	LS	\$100,000.00	0.00	0.67	0.67	\$66,500.00	\$0.00
62/82-27	Furnish and Install Compressed Air Piping	1.00	LS	\$40,000.00	0.00	0.43	0.43	\$17,000.00	\$0.00
62/82-28	Furnish and Install Seal Water Piping	1.00	LS	\$15,000.00	0.00	1.00	1.00	\$15,000.00	\$0.00
62/82-29	Furnish and Install Sump Pump Piping	1.00	LS	\$25,000.00	0.00	0.25	0.25	\$6,250.00	\$0.00
62/82-30	Furnish and Install Sniffer Tubing for Gas Detection	1.00	LS	\$50,000.00	0.00	1.00	1.00	\$50,000.00	\$0.00
62/82-31	Furnish and Install CS Pipe Weld Joint Wraps	1.00	LS	\$120,000.00	0.00	0.01	0.01	\$1,195.69	\$0.00
62/82-32	Install Pump P1	1.00	LS	\$30,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-33	Install Pump P2	1.00	LS	\$30,000.00	0.00	1.00	1.00	\$30,000.00	\$0.00
62/82-34	Install Pump P3	1.00	LS	\$30,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-35	Install Pump P4	1.00	LS	\$30,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-36	Install P1 Discharge PVF's	1.00	LS	\$125,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-37	Install P2 Discharge PVF's	1.00	LS	\$125,000.00	0.00	0.32	0.32	\$40,000.00	\$0.00
62/82-38	Install P3 Discharge PVF's	1.00	LS	\$125,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-39	Install P4 Discharge PVF's	1.00	LS	\$125,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-40	Install Flow Meters	1.00	LS	\$75,000.00	0.00	0.01	0.01	\$750.00	\$0.00
62/82-41	Install Process Yard Piping	1.00	LS	\$400,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-42	Install Surge Relief Piping	1.00	LS	\$130,000.00	0.00	0.50	0.50	\$65,000.00	\$0.00
62/82-43	Install ARVs and Piping (4 places)	1.00	LS	\$45,000.00	1.00	0.00	1.00	\$45,000.00	\$45,000.00
62/82-44	Install Pipe at Discharge MH/OF Chamber	1.00	LS	\$35,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-45	Install Miscellaneous and Ancillary PVFs	1.00	LS	\$40,000.00	0.00	0.13	0.13	\$5,000.00	\$0.00
62/82-46	Install Electric Actuators (FBOs)	1.00	LS	\$75,000.00	0.00	0.75	0.75	\$56,250.00	\$0.00
62/82-47	Install Slide Gate and Stop Logs	1.00	LS	\$125,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-48	Install Sump Pump Equipment	1.00	LS	\$20,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-49	Install Plumbing Fixtures	1.00	LS	\$20,000.00	0.00	0.25	0.25	\$5,000.00	\$0.00
62/82-50	Test Piping (Pressure and Holiday)	1.00	LS	\$90,000.00	0.00	0.05	0.05	\$4,500.00	\$0.00
62/82-51	Insulation	1.00	LS	\$83,000.00	0.00	0.04	0.04	\$3,369.00	\$0.00
62/82-52	Furnish Cathodic Protections (Install BO)	1.00	LS	\$100,000.00	0.00	0.09	0.09	\$8,930.50	\$0.00
62/82-53	Bonds	1.00	LS	\$78,980.00	0.00	1.00	1.00	\$78,980.00	\$0.00
62/82-54	Submittals and Shop Drawings	1.00	LS	\$58,286.00	0.00	0.98	0.98	\$56,871.70	\$0.00
62/82-55	Mechanical ID	1.00	LS	\$10,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-56	Install RTU-1	1.00	LS	\$30,000.00	0.50	0.00	0.50	\$15,000.00	\$15,000.00
62/82-57	Sheetmetal HVAC Duct Material and Equipment	1.00	LS	\$160,850.00	0.00	1.00	1.00	\$160,850.00	\$0.00
62/82-58	Sheetmetal HVAC Installation	1.00	LS	\$125,000.00	0.05	0.63	0.68	\$84,495.91	\$6,154.37
62/82-59	Refrigeration (Split AC Systems)	1.00	LS	\$87,000.00	0.50	0.25	0.75	\$65,250.00	\$43,837.50
62/82-60	Temperature Controls	1.00	LS	\$72,000.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-61	Furnish RTU-1 Rooflop Unit	1.00	LS	\$121,000.00	0.00	1.00	1.00	\$121,000.00	\$0.00
62/82-62	HVAC General Conditions	1.00	LS	\$64,280.00	0.05	0.50	0.55	\$35,326.88	\$3,131.00
62/82-63	HVAC Bond	1.00	LS	\$9,020.00	0.00	1.00	1.00	\$9,020.00	\$0.00
62/82-64	HVAC Submittals and Shop Drawings	1.00	LS	\$10,000.00	0.00	1.00	1.00	\$10,000.00	\$0.00
62/82-65	HVAC Closeout	1.00	LS	\$2,500.00	0.00	1.00	1.00	\$2,500.00	\$0.00
62/82-66	HVAC Owner Training	1.00	LS	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-67	HVAC Punchlist	1.00	LS	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-68	HVAC Mobilization	1.00	LS	\$35,000.00	0.00	1.00	1.00	\$35,000.00	\$0.00
62/82-69	HVAC Demobilization	1.00	LS	\$7,540.00	0.00	0.00	0.00	\$0.00	\$0.00
62/82-70	Furnish and Install Natural Gas Piping	1.00	LS	\$20,000.00	0.00	0.25	0.25	\$5,000.00	\$0.00
63	Engine Generators & Startup Fuel	1.00	LS	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00
64	Site Work - Mobilization	1.00	LS	\$100,000.00	0.00	1.00	1.00	\$100,000.00	\$0.00

**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. 26		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
65	Site Work - Install Laydown & Excavate & Backfill Temporary Utilities	1.00	LS	\$690,000.00	0.00	1.00	1.00	\$690,000.00	\$0.00
66	Site Work - Dig, Install, Backfill Storm, Water Mains, Fire Hydrant	1.00	LS	\$675,000.00	0.01	0.70	0.71	\$480,000.00	\$10,000.00
67	Site Work - Dig, Backfill Electrical Ductbanks	1.00	LS	\$36,000.00	0.00	0.92	0.92	\$33,000.00	\$0.00
68	Site Work - Site Demo Pump Station	1.00	LS	\$125,000.00	0.00	0.48	0.48	\$60,000.00	\$0.00
69	Site Work Dig & Backfill Yard Pipe & Precast Manholes & Site CIP Concrete	1.00	LS	\$877,000.00	0.02	0.17	0.19	\$165,000.00	\$20,000.00
70	Site Work Dig & Backfill Valve Vault	1.00	LS	\$280,000.00	0.00	0.00	0.00	\$0.00	\$0.00
71	Site Work Demo Overflow Chamber From Grade to -15'	1.00	LS	\$554,200.00	0.00	0.00	0.00	\$0.00	\$0.00
72	Site Work Demo Overflow Chamber From -15' to BOE	1.00	LS	\$370,000.00	0.00	0.00	0.00	\$0.00	\$0.00
73	Site Work Backfill & Road Prep Overflow Chamber	1.00	LS	\$380,000.00	0.00	0.00	0.00	\$0.00	\$0.00
74	Site Work Demo Laydown, Temp Utilities, Restore Pump Station & Laydown	1.00	LS	\$200,000.00	0.00	0.00	0.00	\$0.00	\$0.00
75	Site Work Demobilize	1.00	LS	\$45,000.00	0.00	0.00	0.00	\$0.00	\$0.00
76	Temporary Earth Retention System (Chamber) - EC Korneffel	1.00	LS	\$944,678.00	0.00	0.01	0.01	\$9,450.00	\$0.00
77	Temporary Paving Work - Sidewalks at Trailers	1.00	LS	\$20,000.00	0.00	1.00	1.00	\$20,000.00	\$0.00
78	Temporary Paving Work - Parking Lot Patches	1.00	LS	\$41,000.00	0.15	0.85	1.00	\$41,000.00	\$6,000.00
79	Temporary Paving Work - Minor 8 Mile Road Patch	1.00	LS	\$20,000.00	0.00	1.00	1.00	\$20,000.00	\$0.00
80	Temporary Paving Work - Approaches, Temp Roads & Crane Pad	1.00	LS	\$50,000.00	0.00	1.00	1.00	\$50,000.00	\$0.00
81	Chain Link Fences and Gates - Future Fence	1.00	LS	\$161,686.00	0.00	0.36	0.36	\$58,229.50	\$0.00
82	Process & Plumbing Systems - DeCal (\$6,526,000.00)	1.00	LS	see item 62/82					
83	Instrumentation and Control for Process Systems - ICS	1.00	LS	\$998,000.00					
83-01	Submittals + OM, Training	1.00	LS	\$75,000.00	0.00	0.80	0.80	\$60,000.00	\$0.00
83-02	Hardware design parts management	1.00	LS	\$100,000.00	0.00	0.97	0.97	\$97,000.00	\$0.00
83-03	Field Devices and Start up, warranty	1.00	LS	\$75,000.00	0.00	0.87	0.87	\$65,000.00	\$0.00
83-04	MCP Start up parts, build, warranty	1.00	LS	\$107,000.00	0.00	0.93	0.93	\$100,000.00	\$0.00
83-05	Software Programming and SCADA	1.00	LS	\$125,000.00	0.16	0.48	0.64	\$80,000.00	\$20,000.00
83-06	OOS Panel, Start up, parts, labor, warranty	1.00	LS	\$65,000.00	0.00	0.92	0.92	\$60,000.00	\$0.00
83-07	Project Management / Support	1.00	LS	\$97,000.00	0.00	0.54	0.54	\$52,000.00	\$0.00
83-08	Startup	1.00	LS	\$354,000.00	0.01	0.19	0.21	\$73,000.00	\$5,000.00
84	General Conditions Staffing	1.00	LS	\$6,550,618.00	0.02	0.30	0.32	\$2,105,555.76	\$116,975.32
85	General Requirements- Trailer City Mobilize & Trailer Setup	1.00	LS	\$100,000.00	0.00	1.00	1.00	\$100,000.00	\$0.00
86	General Requirements- Trailer City Trailer Rental & Monthly Expenses	1.00	LS	\$224,310.00	0.02	0.24	0.26	\$58,800.00	\$4,900.00
87	General Requirements- Trailer City Trailer Technology Equipment	1.00	LS	\$35,000.00	0.00	0.55	0.55	\$19,076.56	\$0.00
88	General Requirements- Trailer City Demobilization	1.00	LS	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00
89	General Requirements- Temp. Const. Signs, Conc. Brriers, Tool Storage, Storage	1.00	LS	\$99,592.00	0.00	1.00	1.00	\$99,592.00	\$0.00
90	General Requirements- Temp. Const. FE, Fence Maintenance, Snow Fence, Ladders,	1.00	LS	\$73,366.00	0.02	0.26	0.28	\$20,800.00	\$1,600.00
91	General Requirements- Temp. Const. Printing	1.00	LS	\$15,000.00	0.00	0.04	0.04	\$530.00	\$0.00
92	General Requirements- Temp. Const. Skid Steer Rental	1.00	LS	\$10,000.00	0.00	0.21	0.21	\$2,129.67	\$0.00
93	General Requirements- Temp. Const. Remove Storage Compound & Punch List	1.00	LS	\$30,000.00	0.00	0.00	0.00	\$0.00	\$0.00
94	General Requirements- Temp. Utilities & Equipment Hand Washing Station	1.00	LS	\$5,000.00	0.00	1.00	1.00	\$5,000.00	\$0.00
95	General Requirements- Temp. Utilities & Equipment Temp Toilets, Drinking Water,	1.00	LS	\$98,750.00	0.02	0.26	0.28	\$27,950.00	\$2,150.00
96	General Requirements- Temp. Utilities & Equipment-Hydrant Water & Dust Control	1.00	LS	15,500.00	0.00	0.00	0.00	\$0.00	\$0.00
97	General Requirements- Temp. Utilities & Equipment - Telehandler/Equipment with	1.00	LS	88,346.00	0.00	0.28	0.28	\$24,860.84	\$0.00
98	General Requirements- Temp. Utilities & Equipment - Street Sweeping	1.00	LS	62,500.00	0.00	0.00	0.00	\$0.00	\$0.00
99	General Requirements- Temp. Utilities & Equipment - Scaffolding for Stair Towers	1.00	LS	50,000.00	0.00	0.26	0.26	\$13,107.61	\$0.00
100	General Requirements- Safety Handrails at Floor & Roof Openings	1.00	LS	27,000.00	0.00	1.00	1.00	\$27,000.00	\$0.00
101	General Requirements- Safety Supplies, Periodic Cleanup, Maintenance	1.00	LS	73,000.00	0.02	0.26	0.28	\$20,800.00	\$1,600.00
102	General Requirements- Safety Snow Removal & Drug Tests	1.00	LS	26,000.00	0.00	0.11	0.11	\$2,834.42	\$0.00
103	General Requirements- Safety Final Cleanup	1.00	LS	40,000.00	0.00	0.00	0.00	\$0.00	\$0.00
104	General Requirements- Labor, Carpenter & Truck	1.00	LS	643,069.00	0.02	0.25	0.27	\$175,000.00	\$14,000.00
105	Performance and Payment Bonds	1.00	LS	378,135.00	0.00	1.00	1.00	\$378,135.00	\$0.00
106	General Liability Insurance - Supplementary to OCIP	1.00	LS	202,100.00	0.03	0.33	0.36	\$71,835.78	\$6,145.20

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 8 Mile Road CAP 8 Mile Road Pump Station & SSO Chamber Improvements - Phase 1
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Construction Estimate No. 26		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
107	Contingency	1.00	LS	1,294,753.00					
107-Bal	Coningency Balance Remaining	1.00	LS	1,122,320.99	0.00	0.00	0.00	\$0.00	\$0.00
107-007A	PCI-97007 - Addendum Nos. 5 & 6 (Ross CO #3)	1.00	LS	52,034.00	0.00	1.00	1.00	\$52,034.00	\$0.00
107-007B	PCI-97007 - Addendum Nos. 5 & 6 (Ross CO #3)	1.00	LS	10,069.16	0.00	0.00	0.00	\$0.00	\$0.00
107-008	PCI-970008 - RFI #3 Electrical & Breaker Size to RTU 1-R3 (Rotor CO #1)	1.00	LS	3,678.67	0.00	0.00	0.00	\$0.00	\$0.00
107-009A	PCI-970009 - RFI #7 FO #7 Elevator & Wet Well HVAC Changes (Decal)	1.00	LS	30,908.00	0.00	1.00	1.00	\$30,908.00	\$0.00
107-009B	PCI-970009 - RFI #7 FO #7 Elevator & Wet Well HVAC Changes (BNE)	1.00	LS	1,038.43	0.00	0.40	0.40	\$412.62	\$0.00
107-009C	PCI-970009 - RFI #7 FO #7 Elevator & Wet Well HVAC Changes (Royal)	1.00	LS	4,700.00	0.00	0.00	0.00	\$0.00	\$0.00
107-009D	PCI-970009 - RFI #7 FO #7 Elevator & Wet Well HVAC Changes (Walsh)	1.00	LS	2,664.63	1.00	0.00	1.00	\$2,664.63	\$2,664.63
107-014	PCI-970014 - VFD Changes - Pump Wiring (MASB11)/RFI #29/RFI #47 (Rotor)	1.00	LS	27,997.46	0.00	0.00	0.00	\$0.00	\$0.00
107-016	PCI-970016 - Field Order 6 (wiring & MCC bucket changes for PS HVAC (Rotor)	1.00	LS	4,730.00	0.00	0.00	0.00	\$0.00	\$0.00
107-018	PCI-970018 - Mag Meter Cable Lengths (Decal)	1.00	LS	3,674.00	0.00	1.00	1.00	\$3,674.00	\$0.00
107-021	PCI-970021 - FO # 13 - MDOT Plan Rev. Pavement & Crossover (Walsh)	1.00	LS	2,200.00	0.00	0.00	0.00	\$0.00	\$0.00
107-022A	PCI-970022B - Delete Gas Detection System (Rotor) reduce SOV 3/6-33	1.00	LS	(41,898.41)	0.00	0.00	0.00	\$0.00	\$0.00
107-022B	PCI-970022B - Delete Gas Detection System (Decal)	1.00	LS	(5,671.00)	0.00	1.00	1.00	(\$5,671.00)	\$0.00
107-023A	PCI-970023 - FO # 15 -Drains and Sump changes (Walsh)	1.00	LS	7,231.07	0.00	1.00	1.00	\$7,231.07	\$0.00
107-023B	PCI-970023 - FO # 15 -Drains and Sump changes (Decal)	1.00	LS	(11,236.00)	0.00	0.00	0.00	\$0.00	\$0.00
107-025	PCI-970025 - RFI #44 CMU Top of Wall Bracing (BNE)	1.00	LS	1,800.00	0.00	0.84	0.84	\$1,512.92	\$0.00
107-026	PCI-970026 - PrePurchase Pipe / Pump #2 Replace (Decal)	1.00	LS	12,617.00	0.00	1.00	1.00	\$12,617.00	\$0.00
107-30A	PCI-970030 - WD 02- Masonry/Screen/Vault Ladder (Blue Star CO#3)	1.00	LS	1,236.00	0.00	1.00	1.00	\$1,236.00	\$0.00
107-30B	PCI-970030 - WD 02- Masonry/Screen/Vault Ladder (BnE CO#5)	1.00	LS	14,414.84	0.00	1.00	1.00	\$14,414.84	\$0.00
107-30C	PCI-970030 - WD 02- Masonry/Screen/Vault Ladder (Reickoff)	1.00	LS	14,200.00	0.00	0.00	0.00	\$0.00	\$0.00
107-30D	PCI-970030 - WD 02- Masonry/Screen/Vault Ladder (Ross CO#4)	1.00	LS	33,019.00	0.61	0.39	1.00	\$33,019.00	\$20,198.70
107-30E	PCI-970030 - WD 02- Masonry/Screen/Vault Ladder (Signature CO#1)	1.00	LS	2,300.00	0.00	0.00	0.00	\$0.00	\$0.00
107-30F	PCI-970030 - WD 02- Masonry/Screen/Vault Ladder (Walsh SP)	1.00	LS	7,220.76	0.81	0.00	0.81	\$5,820.76	\$5,820.76
107-31A	PCI-970031 - Electrical Room Steel & N. Wall Opening (Ross CO#4)	1.00	LS	34,310.00	0.00	1.00	1.00	\$34,310.00	\$0.00
107-31B	PCI-970031 - Electrical Room Steel & N. Wall Opening (BnE CO#4)	1.00	LS	16,360.78	0.00	1.00	1.00	\$16,360.78	\$0.00
107-31C	PCI-970031 - Electrical Room Steel & N. Wall Opening (Walsh SP)	1.00	LS	177.79	1.00	0.00	1.00	\$177.79	\$177.79
107-31D	PCI-970031 - Electrical Room Steel & N. Wall Opening (Rotor Credit)	1.00	LS	(11,691.00)	0.00	0.00	0.00	\$0.00	\$0.00
107-037	PCI-970037 - I&Cs Process Systems-PS & SSO Control Mods for Emergency Control	1.00	LS	11,000.00	0.00	1.00	1.00	\$11,000.00	\$0.00
	PCI-970040 - Change Location of Disconnects - Pumps P1 thru P4 Equipment	1.00	LS	(7,855.00)	0.00	0.00	0.00	\$0.00	\$0.00
107-044	PCI-970044 - Crack Injection PS Divider Wall (BnE CO#4)	1.00	LS	10,857.88	0.00	1.00	1.00	\$10,857.88	\$0.00
107-045A	PCI-970045 - Heater in Docking Station (Cummins CO #2)	1.00	LS	2,447.11	0.00	0.00	0.00	\$0.00	\$0.00
107-045B	PCI-970045 - Heater in Docking Station (Rotor CO #4)	1.00	LS	2,350.00	0.00	0.00	0.00	\$0.00	\$0.00
108	FEE 6.5%	1.00	LS	2,466,394.00	0.02	0.34	0.36	\$891,129.80	\$40,751.38
109									
110									

**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. 26	Contract Item	(1) Bid Quantity	(2) Unit	(3) Unit Price	(4) Quantity This Payment	(5) Total Quantity Previous Estimate	(6) Total Quantity to Date	(7) Total Amount to Date	(8) Total Amount This Payment
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Change Orders:

8-1	PCI-970015 - Asbestos Gasket Abatement (Bluestar + Walsh OH&P/Ins)	1.00	LS	22,747.46	0.00	0.48	0.48	\$10,945.23	\$0.00
8-2	PCI-970017 - Field Order 8 Elevator Fire Alarm System (Rotor + Walsh OH&P/Ins)	1.00	LS	98,530.91	0.00	0.87	0.87	\$85,600.00	\$0.00
8-3A	PCI-970024 - Remove / Replace Pump #2 suction pipe (Decal)	1.00	LS	16,102.00	0.00	1.00	1.00	\$16,102.00	\$0.00
8-3B	PCI-970024 - Remove / Replace Pump #2 suction pipe (BlueStar)	1.00	LS	80,406.44	0.00	1.00	1.00	\$80,406.44	\$0.00
8-3C	PCI-970024 - Remove / Replace Pump #2 suction pipe (Walsh)	1.00	LS	48,179.00	0.00	1.00	1.00	\$48,179.00	\$0.00
8-4	Reduce Building Permit Allowance (SOV #25)	1.00	LS	(150,000.00)	0.00	0.00	0.00	\$0.00	\$0.00
9-1A	PCI-970034 - WRC Generator (Rotor CO#5)	1.00	LS	118,920.78	0.17	0.00	0.17	\$20,000.00	\$20,000.00
9-1B	PCI-970034 - WRC Generator (Decal CO#5)	1.00	LS	10,609.00	0.57	0.00	0.57	\$6,000.00	\$6,000.00
9-1C	PCI-970034 - WRC Generator (Ross CO#5)	1.00	LS	3,192.00	1.00	0.00	1.00	\$3,192.00	\$3,192.00
9-1D	PCI-970034 - WRC Generator (Walsh)	1.00	LS	77,249.48	0.72	0.03	0.74	\$57,249.48	\$55,249.48
9-2	PCI-970038 - P5 floor chipping (Blue Star CO #4 + Walsh OH&P/Ins)	1.00	LS	8,624.34	1.00	0.00	1.00	\$8,624.34	\$8,624.34
9-3	PCI-970041 - Asbestos Gasket (Blue Star CO #4 + Walsh OH&P/Ins)	1.00	LS	882.48	1.00	0.00	1.00	\$882.48	\$882.48

Stored Material:

						0.00	0.00	\$0.00	\$0.00

Deductions:

						0.00	0.00	\$0.00	\$0.00

Total Amount to Date	\$20,907,725.78
Total Amount This Estimate	\$1,418,814.29
Change Orders to Date	\$337,180.97
Change Orders This Estimate	\$93,948.30
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$21,244,906.75
Subtotal This Estimate	\$1,512,762.59
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$1,512,762.59
Less Transfer to Reserve	\$151,276.26
Net Payment	\$1,361,486.33

**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. 9

May 1, 2024 to May 31, 2024

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

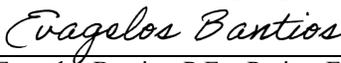
Original Contract Amount:		\$10,381,154.00
Previous Change Order Numbers: CO Nos. 1 and 2		\$214,293.91
Change Orders This Estimate Number:		\$0.00
Total Net Change Orders:		\$214,293.91
<u>Adjusted Contract Amount:</u>		<u>\$10,595,447.91</u>
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$9,803,072.46
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place)	92.52%	\$9,803,072.46
Less Amount Reserved: (5% of Adjusted Contract Amount)		\$529,772.40
Total Amount Allowed To Date:		\$9,273,300.06
Less Previous Estimates:		\$7,446,682.76
Net Payment Request To Be Paid To Contractor:		\$1,826,617.30
Reserve Payment to Contractor		\$0.00
<u>Balance of Contract To Date</u>	<u>\$792,375.45</u>	<u>Accounting Auditor:</u>
Less Previous Transfers To Reserve:		\$529,772.40
<u>Amount of Current Transfer:</u>		<u>\$0.00</u>

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

Date: 2024 06 13

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

Date: 6/13/2024

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

Date: 6-18-2024

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

Date: _____

Approved by Board on: _____

**JIM NASH
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

CONSTRUCTION ESTIMATE

**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. 9		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
1	Bonds, Insurance, and Initial Setup Expense (5% maximum)	1	LS	\$450,000.00	0.00	1.00	1.0	\$450,000.00	\$0.00
2	Preconstruction Audio-Video Documentation	1	LS	\$5,000.00	0.00	1.00	1.0	\$5,000.00	\$0.00
3	Traffic Maintenance and Control	1	LS	\$182,800.00	0.03	0.90	0.9	\$170,004.00	\$5,484.00
4	Soil Erosion and Sedimentation Control	1	LS	\$20,000.00	0.05	0.90	1.0	\$19,000.00	\$1,000.00
5	Dewatering	1	LS	\$10,000.00	0.05	0.90	1.0	\$9,500.00	\$500.00
6	Tree Removal	10	EA	\$1,200.00	0.00	10.00	10.0	\$12,000.00	\$0.00
7	Storm Sewer Removal	1	LS	\$60,000.00	0.05	0.95	1.0	\$60,000.00	\$3,000.00
8	Pavement Removal	1	LS	\$35,000.00	0.03	0.95	1.0	\$34,300.00	\$1,050.00
9	Concrete Removal	1	LS	\$140,000.00	0.03	0.95	1.0	\$137,200.00	\$4,200.00
10	Sanitary Sewer, Force Main, 54 inch, Furnished	6,123	LF	\$480.00	0.00	6,120.49	6120.5	\$2,937,835.20	\$0.00
11	Sanitary Sewer, Force Main, 54 inch, Installed	6,043	LF	\$432.00	0.00	5,984.30	5984.3	\$2,585,217.60	\$0.00
12	Air Release Valve and Manhole	2	EA	\$75,000.00	0.00	2.00	2.0	\$150,000.00	\$0.00
13	Sanitary Sewer, Force Main, 54 inch, Couplings	2	EA	\$27,500.00	0.00	3.00	3.0	\$82,500.00	\$0.00
14	Dr Structure, 48 inch dia	35	EA	\$1,800.00	1.00	21.00	22.0	\$39,600.00	\$1,800.00
15	Sewer, CI III, 12 inch, Tr Det B	623	LF	218.00	7.00	897.00	904.0	\$197,072.00	\$1,526.00
16	Sewer, CI IV, 15 inch, Tr Det B	119	LF	223.00	0.00	212.00	212.0	\$47,276.00	\$0.00
17	Sewer, CI IV, 18 inch, Tr Det B	35	LF	235.00	0.00	54.00	54.0	\$12,690.00	\$0.00
18	Sewer, CI IV, 30 inch, Tr Det B	55	LF	279.00	69.00	0.00	69.0	\$19,251.00	\$19,251.00
19	Trench Undercut and Backfill	500	CYD	50.00	0.00	0.00	0.0	\$0.00	\$0.00
20	Non-Hazardous Contaminated Material Handling and Disposal	2,000	TON	26.00	0.00	0.00	0.0	\$0.00	\$0.00
21	Grading and Roadbed	1	LS	1,100,000.00	0.10	0.75	0.9	\$935,000.00	\$110,000.00
22	HMA, 2EMH	2,850	TON	121.00	1,731.40	0.00	1731.4	\$209,499.40	\$209,499.40
23	HMA, 3EMH	1,923	TON	130.00	1,175.38	114.30	1289.7	\$167,658.40	\$152,799.40
24	HMA, 4EMH	1,374	TON	127.00	1,028.97	61.41	1090.4	\$138,478.26	\$130,679.19
25	HMA, 5EMH	1,178	TON	139.00	646.59	0.00	646.6	\$89,876.01	\$89,876.01
26	HMA, 2EMH, High Stress	2,474	TON	130.00	2,474.00	0.00	2474.0	\$321,620.00	\$321,620.00
27	HMA, 3EMH, High Stress	1,912	TON	136.00	1,912.00	0.00	1912.0	\$260,032.00	\$260,032.00
28	HMA, 4EMH, High Stress	1,364	TON	146.00	1,351.00	13.00	1364.0	\$199,144.00	\$197,246.00
29	HMA, 5EMH, High Stress	1,095	TON	162.00	1,028.15	10.00	1038.2	\$168,180.30	\$166,560.30
30	Concrete Curbs and Gutters	4,687	LF	33.00	3,318.00	0.00	3318.0	\$109,494.00	\$109,494.00
31	Concrete Sidewalk	1,832	SFT	27.50	0.00	0.00	0.0	\$0.00	\$0.00
32	Lahser Road Pedestrian Signal Modifications	1	LS	17,500.00	0.00	0.00	0.0	\$0.00	\$0.00
33	Permanent Striping and Signage Removal and Replacement	1	LS	90,000.00	0.00	0.00	0.0	\$0.00	\$0.00
34	Site Restoration	1	LS	82,000.00	0.50	0.00	0.5	\$41,000.00	\$41,000.00
35						0.0	0.0	\$0.00	\$0.00

CONSTRUCTION ESTIMATE

**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. 9		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment

Change Orders:

1-1	Additional Pavement Removal	1	LS	42,893.91	0.00	1.00	1.0	\$42,893.91	\$0.00
1-2	Allowance for Temporary Paving	1	LS	157,000.00	0.00	0.87	0.9	\$137,350.38	\$0.00
2-1	Additional Tree Removal	4	EA	1,200.00	0.00	4.00	4.0	\$4,800.00	\$0.00
2-2	Added Tree Trimming	24	EA	400.00	0.00	24.00	24.0	\$9,600.00	\$0.00

Stored Material:

Deductions:

						0.0	0.0	\$0.00	\$0.00

Total Amount to Date	\$9,608,428.17
Total Amount This Estimate	\$1,826,617.30
Change Orders to Date	\$194,644.29
Change Orders This Estimate	\$0.00
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$9,803,072.46
Subtotal This Estimate	\$1,826,617.30
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$1,826,617.30
Less Transfer to Reserve	\$0.00
Net Payment	\$1,826,617.30

**Jim Nash, Oakland County Water Resources Commissioner
 Evergreen Farmington Sanitary Drain Drainage District
 For Construction of the Lathrup SRT
 Lathrup Village
 Oakland County, Michigan**

Construction Estimate No. 8

5-9-2024 to 6-12-2024

Department No. : CCN6010101
 Fund No. : FND84410
 Project No. : PRJ-17450

Account No. : 730352
 Program No. : PRG149015
 Activity : FA C
 Vendor No. : 40564
 Contract No. : CON00010270
 Date of Contract : April 19, 2023
 Completion Date : May 3, 2024

Contractor :
 Midwest Power Systems
 2401 Hickory Oak Lane
 Milford, MI 48380

Original Contract Amount:		\$2,318,504.20
Previous Change Order Number (CO #1 & 2):		\$15,250.00
Change Orders This Estimate:		\$0.00
Total Net Change Orders:		\$15,250.00
<u>Adjusted Contract Amount:</u>		<u>\$2,333,754.20</u>
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$2,109,065.34
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place) 90.37%		\$2,109,065.34
Less Amount Reserved: (5% of Adjusted Contract Amount)		\$116,687.71
Total Amount Allowed To Date:		\$1,992,377.63
Less Previous Estimates:		\$1,767,995.55
Net Payment Request To Be Paid To Contractor:		\$224,382.08
Reserve Payment to Contractor		\$0.00
Balance of Contract To Date	\$224,688.86	Accounting Auditor:
Less Previous Transfers To Reserve:		\$116,687.71
<u>Amount of Current Transfer:</u>		<u>\$0.00</u>

Prepared by:	<i>Evangelos Bantios</i>	Date: <u>6-17-2024</u>
	Evangelos Bantios, P.E. - Project Engineer	
Recommended by:	<i>John Bergsma</i>	Date: <u>6-17-2024</u>
	John Bergsma, P.E. - Consulting Engineer	
Approved by:	Joel Brown, P.E. - Chief Engineer	Date: _____

Approved by Board on: _____

CONSTRUCTION ESTIMATE

Jim Nash, Oakland County Water Resources Commissioner
 Evergreen Farmington Sanitary Drain Drainage District
 For Construction of the Lathrup SRT
 Lathrup Village
 Oakland County, Michigan

Construction Estimate No. 8		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
1.00	Mobilization, 5% max	1	LS	\$24,000.00			1.00	\$24,000.00	\$0.00
2.00	Odor Control System Demo	1	LS	\$20,000.00		1.00	1.00	\$20,000.00	\$0.00
3.00	SRT Improvements, Complete	1	LS	\$1,700,920.00					
3.01	Submittals	1	LS	\$50,000.00		1.00	1.00	\$50,000.00	\$0.00
3.02	Demo Pumps	1	LS	\$100,000.00		1.00	1.00	\$100,000.00	\$0.00
3.03	Furnish New Pumps	1	LS	\$200,000.00		1.00	1.00	\$200,000.00	\$0.00
3.04	Install New Pumps	1	LS	\$100,000.00	0.20	0.80	1.00	\$100,000.00	\$20,000.00
3.05	Demo Valves	1	LS	\$25,000.00		1.00	1.00	\$25,000.00	\$0.00
3.06	Furnish Valves	1	LS	\$150,000.00		1.00	1.00	\$150,000.00	\$0.00
3.07	Install Valves	1	LS	\$25,000.00	0.45	0.55	1.00	\$25,000.00	\$11,250.00
3.08	Demo Pipe and Fittings	1	LS	\$72,005.00	0.07	0.93	1.00	\$72,005.00	\$5,002.50
3.09	Furnish Pipe and Fittings	1	LS	\$244,010.00	0.05	0.95	1.00	\$244,010.00	\$12,200.50
3.10	Install Pipe and Fittings	1	LS	\$122,005.00		0.90	0.90	\$110,000.00	\$0.00
3.11	Demo Sump Pumps	1	LS	\$18,750.00		1.00	1.00	\$18,750.00	\$0.00
3.12	Furnish Sump Pumps	1	LS	\$18,750.00		1.00	1.00	\$18,750.00	\$0.00
3.13	Install Sump Pumps	1	LS	\$18,750.00		1.00	1.00	\$18,750.00	\$0.00
3.14	New Pump Start-up & Training	1	LS	\$18,750.00		1.00	1.00	\$18,750.00	\$0.00
3.15	Furnish Level Sensors	1	LS	\$32,727.27	0.02	0.98	1.00	\$32,727.27	\$727.27
3.16	Install Level Sensors	1	LS	\$32,727.27	0.61	0.00	0.61	\$20,000.00	\$20,000.00
3.17	Demo Electrical	1	LS	\$32,727.27		0.76	0.76	\$25,000.00	\$0.00
3.18	Furnish Electrical	1	LS	\$32,727.27	0.14	0.86	1.00	\$32,727.27	\$4,727.27
3.19	Install New Electrical	1	LS	\$32,727.27	0.21	0.70	0.92	\$30,000.00	\$7,000.00
3.20	Furnish Conduit and Wire	1	LS	\$32,727.27	0.08	0.92	1.00	\$32,727.27	\$2,727.27
3.21	Install Conduit and Wire	1	LS	\$32,727.27	0.17	0.83	1.00	\$32,727.27	\$5,727.27
3.22	Furnish Buried Conduit & Wire	1	LS	\$32,727.27		1.00	1.00	\$32,727.27	\$0.00
3.23	Install Buried Conduit & Wire	1	LS	\$32,727.27		1.00	1.00	\$32,727.27	\$0.00
3.24	Furnish Flow Meter	1	LS	\$32,727.27		1.00	1.00	\$32,727.27	\$0.00
3.25	Install Flow Meter	1	LS	\$32,727.30			0.00	\$0.00	\$0.00
3.26	Sawcut and Coring	1	LS	\$30,000.00		0.87	0.87	\$26,000.00	\$0.00
3.27	Cement Board and Installation	1	LS	\$10,000.00		1.00	1.00	\$10,000.00	\$0.00
3.28	Hose Bibs & SCH 80 PVC	1	LS	\$14,900.00		1.00	1.00	\$14,900.00	\$0.00
3.29	Unit Heaters	1	LS	\$40,000.00		1.00	1.00	\$40,000.00	\$0.00
3.30	Paint	1	LS	\$15,000.00			0.00	\$0.00	\$0.00
3.31	Grating	1	LS	\$12,000.00		1.00	1.00	\$12,000.00	\$0.00
3.32	Demo Trees	1	LS	\$9,500.00		1.00	1.00	\$9,500.00	\$0.00
3.33	Bypass	1	LS	\$25,000.00	0.50	0.00	0.50	\$12,500.00	\$12,500.00
3.34	Concrete	1	LS	\$12,000.00		0.83	0.83	\$10,000.00	\$0.00
3.35	Pump Concrete Bases	1	LS	\$9,500.00		1.00	1.00	\$9,500.00	\$0.00
4.00	Pressure Injection of Non-Weeping Cracks Repair Type 1A	500	LF	\$68.38		440.00	440.00	\$30,087.20	\$0.00
5.00	Pressure Injection of Non-Weeping Cracks Repair Type 1B	500	LF	\$51.25			0.00	\$0.00	\$0.00
6.00	Shallow Concrete Repair Type 2A	250	SF	\$214.50			0.00	\$0.00	\$0.00
7.00	Shallow Concrete Repair Type 2B	25	SF	\$336.70			0.00	\$0.00	\$0.00
8.00	Shallow Concrete Repair Type 2C	25	SF	\$351.00			0.00	\$0.00	\$0.00
9.00	SCADA Programming Services Allowance	1	LS	\$189,600.00	0.42	0.55	0.98	\$185,000.00	\$80,000.00
10.00	Pump Maintenance Allowance (P1, P2, P3)	1	LS	\$42,000.00	0.48	0.33	0.81	\$33,860.00	\$20,000.00
11.00	Pump Maintenance Allowance (P6, P7, P8)	1	LS	\$29,835.00	0.50	0.33	0.83	\$24,845.55	\$15,000.00
12.00	Pump Maintenance Allowance (P10, P11, P12)	3	EA	\$3,340.00	2.00	1.00	3.00	\$10,020.00	\$6,680.00
13.00	Supply & Exhaust Fan Allowance	1	LS	\$840.00	1.00		1.00	\$840.00	\$840.00
14.00	Permit Allowance Fee	1	LS	\$5,000.00			0.00	\$0.00	\$0.00
15.00	Flushing Valve & Actuator Replacement (As Needed)	18	EA	\$9,203.15			18.00	\$165,656.70	\$0.00

Change Orders:

16	Cut the existing spoil piece for the 12" check valves on P1, P2 & P3	1	LS	4,600.00		1.00	1.00	\$4,600.00	\$0.00
17	Replace 18 existing 10-inch dia. Tyler couplings w/ Victaulic couplings	1	LS	10,650.00		1.00	1.00	\$10,650.00	\$0.00

Stored Material:

Deductions:

						0.00	0.00	\$0.00	\$0.00

Total Amount to Date	\$2,093,815.34
Total Amount This Estimate	\$224,382.08
Change Orders to Date	\$15,250.00
Change Orders This Estimate	\$0.00
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$2,109,065.34
Subtotal This Estimate	\$224,382.08
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$224,382.08
Less Transfer to Reserve	0.00
Net Payment	\$224,382.08

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the Evergreen Farmington Sanitary Drain Ch20

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

HP for Shawn Phelps

DATE: June 25, 2024

SUBJECT: Request for Approval of Invoices

The following is a detail of charges paid from the Evergreen Farmington Sanitary Drain Ch20 and Invoices

Payable To	Ref No.	For	Amount
Hubbell Roth and Clark Inc	SINV00262049	Inv# 0216883 - Engineering Services - Proj #17449	4,362.44
		Subtotal - Project #17449	\$ 4,362.44
Hubbell Roth and Clark Inc	SINV00264537	Inv# 0216957 - Engineering Services - Proj #17450	7,015.05
		Subtotal - Project #17450	\$ 7,015.05
Fishbeck NTH Consultants, Ltd. PMA Consultants	SINV00264536 SINV00267144 SINV00264175	Inv# 437761 - Engineering Services - Proj #17452 Inv# 636009 - Engineering Services - Proj #17452 Inv# 04582.00 - 1.0-17 - Professional Services - Proj #17452	22,633.00 8,608.98 2,710.00
		Subtotal - Project #17452	\$ 33,951.98
Fishbeck Fishbeck	SINV00262486 SINV00268119	Inv# 436984 - Engineering Services - Proj #17455 Inv# 438084 - Engineering Services - Proj #17455	4,051.00 5,588.60
		Subtotal - Project #17455	\$ 9,639.60
DLZ Michigan Inc	SINV00264533	Invoice# 000400295 - Engineering Services - Proj #17458	2,015.00
		Subtotal - Project #17458	\$ 2,015.00
DLZ Michigan Inc	SINV00264167	Invoice# 000400801 - Engineering Services - Proj #17459	2,698.00
		Subtotal - Project #17459	\$ 2,698.00
ICS Integration Services LLC	SINV00267124	Invoice# 3000 - Contracted Services - Proj #17542	9,520.00
		Subtotal - Project #17542	\$ 9,520.00
DLZ Michigan Inc	SINV00265937	Invoice# 000400819 - Engineering Services - Proj #17554	9,616.98
		Subtotal - Project #17554	\$ 9,616.98
DLZ Michigan Inc	SINV00265935	Inv# 000400818 - Engineering Services - Proj #17555	6,998.28
		Subtotal - Project #17555	\$ 6,998.28
Fishbeck	SINV00262860	Inv# 437760 - Contracted Services - Proj #17579	8,173.35
		Subtotal - Project #17579	\$ 8,173.35
Fishbeck	SINV00262860	Inv# 437760 - Contracted Services - Proj #17580	8,506.95
		Subtotal - Project #17580	\$ 8,506.95
Orchard Hiltz and McCliment Inc	SINV00267125	Inv# 75829 - Contracted Services - Proj #17581	7,142.00
		Subtotal - Project #17581	\$ 7,142.00
ADS LLC	SINV00264522	Inv# 35801-0424-I - Contracted Services	2,770.00
ADS LLC	SINV00265705	Inv# 35801-0424-A - Contracted Services	\$ 51,275.00
ADS LLC	SINV00265708	Inv# 35801-0424-K - Contracted Services	\$ 4,725.00
Applied Science Inc	SINV00264026	Inv# 8727 - Contracted Services	7,910.33
Applied Science Inc	SINV00264166	Inv# 8726 - Contracted Services	23,456.50
D'Angelo Brothers Inc	SINV00262011	Inv# C112224-01 - Contracted Services	66,507.40
Kotz Sangster Wysocki PC	SINV00264678	Inv# 600645 - Legal Services	6,812.29
Owen Tree Service Inc	SINV00262055	Inv# 188343469 - Contracted Services	3,045.00
Pipeline Management Company	SINV00267126	Inv# 24-01361 - Contracted Services	35,598.50
Pipeline Management Company	SINV00267127	Inv# 24-01417 - Contracted Services	39,782.50
SewerAI Corp	SINV00267980	Inv# 2024-519	1,426.41
		Subtotal	\$ 243,308.93
		Total	\$ 352,948.56

6. Northwest Oakland Sanitary Sewer Drain

AGENDA

DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY SEWER DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of March 26, 2024
3. Public Comments
4. Present Memorandum from Sara Rubino, Government Policy Attorney, dated June 25, 2024, requesting the Board approve the grant agreement and authorize Oakland County to administer the grant pursuant to its terms
5. Present Memorandum from Jen Cook, P.E., Project Engineer, dated June 25, 2024, requesting the Board authorize the Chairperson to execute the engineering contract with ROWE for a not-to-exceed price of \$998,920
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE NORTHWEST OAKLAND SANITARY SEWER DRAIN**

March 26, 2024

A meeting of the Drainage Board for the Northwest Oakland Sanitary Sewer 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 26th day of March 2024.

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 November 28, 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 \$2,849 (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 \$2,849.

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 - 3
Nays - 0

There being no further business, the meeting was adjourned.



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 Northwest Oakland Sanitary Sewer Drain, Oakland County, Michigan, held on the 26th day of March 2024, 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 Northwest Oakland Sanitary Sewer Drain Drainage District.



Jim Nash, Chairperson

Dated: March 26, 2024

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

TO: Jim Nash, Chairperson of the Board of the Northwest Oakland
Sanitary Sewer Drain

FROM: Sara Rubino, Government Policy Attorney

SUBJECT: \$1.25 million Congressional Community Project Funding awarded

DATE: June 25, 2024

The Northwest Oakland Sanitary Sewer Drain Drainage District was awarded Congressional Community Project Funding in the amount of \$1.25 million. The grant is administered by the U.S. Environmental Protection Agency (EPA) to provide funding necessary for the final design of the sanitary sewer extension in Oakland County. The required 20% match of \$250,000 was funded by Oakland County as a non-ARPA match for a portion of the \$10 million purchase of capacity in the Genesee County sewer system.

The activities to be performed include the design of a sanitary sewer extension and revised construction cost estimate for the benefit of communities in the northern section of Oakland County. Not only will this project benefit Oakland County, but it will also help protect the Flint River Watershed from the environmental hazards caused by failed septic systems.

Requested Action: Approve the attached grant agreement and authorize Oakland County to administer the grant pursuant to its terms.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E03647 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 03/19/2024
		TYPE OF ACTION New	MAILING DATE 03/22/2024
		PAYMENT METHOD: ASAP	ACH# 50272
		RECIPIENT TYPE: County	
RECIPIENT: Oakland County Michigan 1200 N Telegraph Road Dept 470 PONTIAC, MI 48341 EIN: 38-6004876		PAYEE: Oakland County Michigan 1200 N Telegraph Road Dept 470 PONTIAC, MI 48341	
PROJECT MANAGER Jen Cook One Public Works Dr Building 95 West Waterford, MI 48328 Email: cookjm@oakgov.com Phone: 947-955-6560		EPA PROJECT OFFICER Andrew Tracy 77 West Jackson Boulevard., WG-15J Chicago, IL 60604-3507 Email: Tracy.Andrew@epa.gov Phone: 312-353-6959	
		EPA GRANT SPECIALIST Matthew Mischnick Acquisitions and Assistance Branch, MA-10J 77 West Jackson Boulevard. Chicago, IL 60604-3507 Email: Mischnick.Matthew@epa.gov Phone: 312-886-0442	
PROJECT TITLE AND DESCRIPTION Northwest Oakland Sanitary Drain Sewer Extension This agreement provides funding to NW Oakland Drainage District to implement its project to purchase capacity from the Genesee County Drain Commissioner's Office Division of Water & Waste Services and develop a design for the extension of an existing sanitary sewer system as directed in the 2023 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project. The activities to be performed are the purchase of system capacity from the Genesee County Drain Commissioner's Office Division of Water & Waste Services and the design of a sanitary sewer extension. The anticipated deliverables are increased system capacity and the design of a sanitary sewer extension. The project will help protect the Flint River Watershed from the environmental hazards caused by failed septic systems. No subawards are included in this assistance agreement.			
BUDGET PERIOD 08/01/2023 - 12/31/2024	PROJECT PERIOD 08/01/2023 - 12/31/2024	TOTAL BUDGET PERIOD COST \$ 1,250,000.00	TOTAL PROJECT PERIOD COST \$ 1,250,000.00
NOTICE OF AWARD			
Based on your Application dated 12/21/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,000,000.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Water Division R5 - Region 5 77 West Jackson Boulevard. W-15J. Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Sheila Dolan - null by Karen Sykes - Award Official Delegate			DATE 03/19/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 250,000	\$ 250,000
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,250,000	\$ 1,250,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2023 Consolidated Appropriations Act (PL 117-328)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2405PKX027	23	E5	0523CSP	000B80	4192	-	-	\$ 1,000,000
									\$ 1,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 1,000,000
7. Construction	\$ 0
8. Other	\$ 250,000
9. Total Direct Charges	\$ 1,250,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>20.00</u> % Federal <u>80.00</u> %)	\$ 1,250,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,000,000
15. Total EPA Amount Awarded To Date	\$ 1,000,000

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

-Federal Financial Reports (SF-425): **Matthew Mischnick, Grant Specialist**, Mischnick.Matthew@epa.gov. and **Research Triangle Park Finance Center**, rtpfc-grants@epa.gov.

- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov; **Matthew Mischnick, Grant Specialist**, Mischnick.Matthew@epa.gov and **Karen Sykes, Supervisor, Grants Management Officer**, Sykes.Karen@epa.gov.

-All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Matthew Mischnick, Grant Specialist**, Mischnick.Matthew@epa.gov. and **Tracy Andrew, Project Officer**, Andrew.Tracy@epa.gov.

-Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Tracy Andrew, Project Officer**, Andrew.Tracy@epa.gov.

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **January 23, 2024** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

D. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U. S. Treasury's Automated Standard Application for Payment (ASAP) system for **80%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
<p>1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must:</p> <ul style="list-style-type: none"> • meet the requirements in 2 CFR 200.430(i) for producing accurate information regarding actual hours an employee worked performing the EPA agreement. • reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. • be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed • contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged. 	
1a. Working Hours	<ul style="list-style-type: none"> • Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	<ul style="list-style-type: none"> • A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	<ul style="list-style-type: none"> • A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – either an approved indirect cost rate agreement covering the period for the indirect costs	<ul style="list-style-type: none"> • A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance

<p>being claimed, or otherwise approved to use the 10% de minimis rate. See the General Terms and Conditions for additional information.</p>	<p>agreement, including the applicable rates and cost basis for the periods used in the calculations.</p>
<p>4. TRAVELNote: First class/business class travel costs are not allowable.</p>	<ul style="list-style-type: none"> • listing of trips taken, trip dates, location, purpose, and actual costs incurred. • copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place. • copy of signed and dated travel vouchers showing actual expenditures
<p>5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.</p>	<ul style="list-style-type: none"> • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
<p>6. SUPPLIES</p>	<ul style="list-style-type: none"> • invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
<p>7. CONTRACTUALThe contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10</p>	<ul style="list-style-type: none"> • documents showing quotes or bid announcements as required. • evidence of the selection decision and a cost and price analysis • copy of contractor invoices
<p>8. CONSTRUCTIONThis category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.</p>	<ul style="list-style-type: none"> • documents showing quotes or bid announcements as applicable. • evidence of the selection decision and a cost and price analysis • copy of contractor and vendor invoices
<p>9. OTHERIf subaward costs are being</p>	<ul style="list-style-type: none"> • invoices showing items, quantity, unit

claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR [200.331](#) and [200.332](#).

cost, and total amount. As applicable ensure there are:

- copies of procurement requests
- copy of vendor invoices
- quotes or bid announcements as required
- documentation of participant support cost payments approved in the budget
- cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reporting (2 CFR 200.329)

The recipient agrees to submit performance reports to the EPA Project Officer *on a semi-annual basis, no later than April 30 and October 30 of each year*. The final performance report must be submitted no later than 120 calendar days after the period of performance end date.

Performance reports must relate financial data and accomplishments to performance goals and objectives; include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes

The recipient must obtain written EPA approval before implementing changes which alter the project performance standards; change the scope or objectives of the project or substantially alter the design of the project; transfer funds between construction and non-construction budget categories; significantly delay or accelerate the project schedule; substantially alter the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records including fiscal, procurement, and engineering data and files which are pertinent to the assistance agreement, and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

• Procurement Document Submission

A copy of all proposed contracts for services and supplies over \$250,000 shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records. A copy of all proposed contracts for construction shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bid, scopes of work and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the signed EPA Form 5700-49 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters), the MBE/WBE proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed contract for services, such as engineering or grant management, prior to signing each contract as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. Such contracts must comply with provisions in the regulations at 2 CFR Part 200 and/or 40 U.S.C. 1101 et seq., or an equivalent State requirement as applicable to be accepted as allowable project costs.

D. Procurement

(a) The recipient agrees to procure all services (professional or otherwise), supplies, and construction awarded under this grant in accordance with 2 CFR 200.317 through 2 CFR 200.327 and 40 CFR Part 33.

(b) Recipient agrees to comply with the procurement processes for architectural and engineering (A/E) services as identified in 40 U.S.C. 1101 et seq., or an equivalent State requirement.

Where equivalent State requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to 40 U.S.C. 1101 et seq. must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of 40 U.S.C. 1101 et seq. are:

- Public announcement of the solicitation (e.g., a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation);

Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);

- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional

nature, and the estimated value of the services to be rendered;

In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in 40 U.S.C. 1101 et seq. apply.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The recipient is required to place a physical sign displaying the EPA logo at the construction site for this project in an easily visible location that can be directly linked to the work taking place. -The sign must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable grant expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the EPA logo or seal)

into the appropriate non-English language(s). The costs of such translation are allowable grant expenses, provided the costs are reasonable.

Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs.

EPA Logo: The recipient will ensure that signage displays the EPA logo. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to **Londa Scott-Forte (202-564-1504)** and **Jini Ryan (202-564-1075)**. Please explain in the message that the EPA logo is to be used on signage at a construction site funded with EPA assistance and copy the EPA Project Officer on the message.

G. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance, October 2022.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement signed on or after January 17, 2014. Based on the FY 2023 Consolidated Appropriations Act directive Congressional language ("Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) “steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 117-103 and the Explanatory Statement for Division G of P.L. 117-103.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's General Terms and Conditions.

(a) Definitions.

As used in this award term and condition —

(1) “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

(2) “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(3) “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(4) “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States.
- (4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

- (1) When necessary, recipients may apply for a waiver from these requirements.
- (2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.
- (3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.
- (4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.
- (5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.
- (6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-22-11.
- (7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or

construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

- i. The Federal Award Identification Number (FAIN);
- ii. Location and description of the project;
- iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
- iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
- v. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
- vi. Anticipated impact if no waiver is issued; and
- vii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) Maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(2) If recipient seeks coverage under an existing BABA waiver, recipient agrees to submit available evidence to the EPA project officer to support such a determination as identified in the BABA waiver. Recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

K. Environmental Review

This project consists of activities listed in paragraphs 40 C.F.R 6.204(a)(2)(i) through 40 C.F.R 6.204 (a) (2)(x) and no further NEPA documentation is necessary; EPA has met its NEPA compliance requirement. No separate NEPA documentation needs to be developed for use of a NEPA CATEX determination under 40 C.F.R 6.204(a)(2). If the scope of the project changes, Recipient understands that additional

environmental review may be necessary.

L. Davis-Bacon

(a) Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements.

The recipient agrees to include in all procurement contracts and subawards to provide assistance for the construction, alteration, and repair of treatment works carried out in whole or in part with funds made available by the FY 2023 Consolidated Appropriations Act a term and condition requiring compliance with section 513 of the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), and section 1450(e) of the Safe Drinking Water Act (SDWA) (42 U.S.C. 300j-9(e)) and require that procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts in excess of \$2,000 for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall include in full in the contract clauses as attached hereto entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all subagreements to provide assistance under the authorities referenced herein, whether in the form of a subgrant, or any other vehicle to provide financing for a project.

If the recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the recipient must discuss the situation with EPA before authorizing work on that site.

(b) Obtaining Wage Determinations.

(1) Unless otherwise instructed by EPA on a project specific basis, the recipients shall use DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain proposed wage determinations for specific localities at [SAM.gov](https://www.sam.gov). If the recipient is a non-governmental entity, after the recipient obtains its proposed wage determination, it must submit the wage determination to EPA_Grants_Info@epa.gov, for approval prior to inserting the wage determination into a solicitation, contract or before issuing task orders, work assignments, or similar instruments to existing contractors (ordering instruments) unless subsequently directed otherwise by EPA's Award Official.

Note: Recipients must discuss unique situations that may not be covered by the DOL General Wage Classifications with EPA. If, based on discussions with a recipient, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the recipient which General Wage Classification to use based on the nature of the construction activity at the site.

(2) Recipients shall obtain the wage determination for the locality in which a Community Grants activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the recipient shall monitor [SAM.gov](https://www.sam.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or

supersedes the applicable wage determination less than 10 days prior to the closing date, the recipient may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the recipient.

(ii) If the recipient does not award the contract within 90 days of the closure of the solicitation, any modifications DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The recipient shall monitor SAM.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the recipient carries out a Community Grants activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the recipient shall insert the appropriate DOL wage determination from SAM.gov into the ordering instrument.

(3) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(4) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

(c) Contract and Subcontract Provisions

(1) The recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of treatment works, and construction projects that would be eligible under the Drinking Water State Revolving Fund Program, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA or Section 1452(a)(5) of the SDWA, the following labor standards provisions.

(i) Minimum wages.

(l) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the recipient obtained under the procedures specified in Item(b) Obtaining Wage Requirements, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(i)(IV) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(i)(II) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the recipient employee or official responsible for monitoring compliance with DB on the poster. Recipients may obtain wage determinations from <https://sam.gov/content/wage-determinations>.

(II)(A) The recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(II)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division (WHD) at whd-cbaconformance_incoming@dol.gov. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the Award Official, to the WHD Administrator for determination. The WHD Administrator, or an

authorized representative, at whd-cbaconformance_incoming@dol.gov will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(i)(II)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

(ii) Withholding. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(l) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(II)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the recipient.

(II)(B) Each payroll submitted to the recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(II)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (1)(iii)(II)(B) of this section.

(II)(D) The falsification of any of the above certifications may subject the contractor or

subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph (1)(iii)(I) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(v) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(vi) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the recipient, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(I) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(d) Contract Provisions for Contracts in Excess of \$100,000.

(1) Contract Work Hours and Safety Standards Act. The recipient shall insert the following clauses set forth in paragraphs (1)(i), (ii), (iii), and (iv) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item (c) Contract and Subcontract Provisions, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (1)(ii) of this section.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1)(i) through (iv) of this section.

(2) In addition to the clauses contained in Item (c) Contract and Subcontract Provisions, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Compliance Verification.

(1) The recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The recipient must use Standard Form (SF) 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations, the recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The recipient shall periodically review contractor and subcontractor use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson of the Northwest Oakland
Sanitary Sewer Drain Drainage District

FROM: Jen Cook, P.E., Project Engineer

SUBJECT: Northwest Oakland Sanitary Drain Project Engineering Contract

DATE: June 25, 2024

The Northwest Oakland Sanitary Sewer Drain Drainage District was created to provide portions of Holly Township, Groveland Township, Brandon Township, and the Village of Ortonville with sanitary sewer service. Doing so will help protect the Flint River Watershed from the environmental hazards caused by failed septic systems and promote economic activity and protect public health and safety of those living in the region.

The Oakland County Board of Commissioners has approved the appropriation of \$10 million to reserve capacity in the Genesee County's Kearsley Creek Interceptor project. The Northwest Oakland Sanitary Sewer Drain will connect to that interceptor. Additionally, in June of 2023 the District approved \$1.25 million in funding from a Congressionally Funded Community Projects Grant to fund engineering services.

A Request for Qualifications was publicly advertised via Bidnet Direct in December of 2023. Engineering firms were requested to submit their proposed scope of work and fees for engineering services through the final design phases of the project. Proposals were evaluated based on qualifications only and the pricing was reviewed after WRC staff evaluated the proposals. The firms that submitted and the associated averaged review scores are as follows:

Consultant	Overall Score
ROWE Professional Services Company	85.5
DLZ Michigan, Inc.	76.0
Hubble, Roth & Clark, Inc.	82.7

The review committee recommended awarding the contract to ROWE Professional Services Company (ROWE). However, the associated fee for the proposed scope exceeded the available grant funding so the WRC and ROWE agreed to reduce the scope and fee commensurate with available funds. The attached proposed scope provides services to complete a basis of design that will provide a sufficient level of design to prepare an accurate opinion of total project cost. That cost estimate will be used to seek additional funds in the future. The ROWE team proposes to provide these services for a not-to-exceed price of \$998,920.

Requested Action: Authorize the Chairperson to execute the engineering contract with ROWE for a not-to-exceed price of \$998,920.



May 30, 2024

Ms. Jen Cook, PE
Oakland County Water Resource Commissioner
One Public Works Drive
Waterford, MI 48328

RE: Northwest Oakland Sanitary Sewer Project
Professional Design Services Proposal

Dear Ms. Cook:

ROWE Professional Services Company appreciates the opportunity to provide a design engineering services proposal to the Oakland County Water Resource Commissioner (OCWRC) to complete a Basis of Design (BOD) Report for the Northwest Oakland Sanitary Sewer (NWOSS). The BOD will be used by the member communities to find funding for the project.

As you know, we have assembled a team of professionals, including Hazen and Sawyer, NTH Consultants, LTD., Applied Sciences Inc., and ASTI Environmental. These professionals have many years of experience working on similar projects throughout Oakland County, Michigan, and the country. We believe this team brings a fresh perspective to ROWE's already vast knowledge of the project and the need to provide service to Northwest Oakland County.

Project Overview

The county has an agreement with the Genesee County Drain Commissioner Water and Waste Services (GCDC-WWS) to connect into Genesee County's Kearsley Creek Interceptor (KCI) sewer at Dixie Highway at McClelland Road, which flows to the Anthony Ragnone Wastewater Treatment Plant (ARTP).

The project is separated into four phases; Phase 1 extends the sewer along Dixie Highway to the point where Phase 2 force main will tie in. Phase 2 extends the sewer along M-15 to serve Brandon Township and the Village of Ortonville and is pumped to Phase 1 sewer. Phase 3 continues the sewer extension along Dixie Highway to Grange Hall Road, and Phase 4 (Future Phases) extends the sewer west along Grange Hall Road to just west of I-75. While we will provide a BOD for the entire project, our main effort will focus on Phase 1 and Phase 2 due to the interest from Brandon and Ortonville.

We understand that OCWRC has limited funds to complete the work at this time. Therefore, we are submitting this revised scope and fee, which defers some of the scope in the original Task 1 to future tasks. Our following scope will complete the BOD to allow the communities to seek funding to construct the sewer

SINCE 1962

Scope of Services

Task 1: Develop Basis of Design

The ROWE team will develop a BOD for use in design engineering and developing construction plans for the project. The scope of services for this task will include the following.

Surveying Scope

- Complete an aerial survey of the routes extending 30 feet either side of the right-of-way along the proposed routes.
- Delineate existing road rights-of-way along the proposed route.
- Regulated flood areas/contours will be plotted as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM).
- Determine anticipated easement locations and sizes to include in the estimate of costs.

Our scope for this task is based on the following:

- Geographic Information System (GIS) data will be utilized to approximate property lines for other properties as along the proposed Phase 2 route.
- Existing utility coordination
 - Existing utilities beyond what's evident in the topographical survey will not be included at this phase. They will be obtained and included in the design phase of the project.

Preliminary Design

Anticipated Flows

Currently, there are no sanitary sewer systems in the project area that have an existing flow to connect to the system. So, as this system develops, flow will be added in from existing buildings or residences. This lack of initial flow creates issues for the maintenance of the system when it is first starting up since the system is designed for an ultimate buildout. The initial study outlined existing flows, which are flows attributed to land that is built on, and proposed flows, which are for land not currently developed.

Calculate the initial flow in the system from existing facilities that front the proposed sewer. This will be considered the existing flow to the system.

- The future flow into the system will be estimated in steps.
 - We will work with the individual communities to determine the likelihood of an area developing in an anticipated timeline.
 - Develop anticipated flows based on a percentage of growth.

System Layout/Design

During the study, various options for the sewer route were reviewed. The routes chosen were based on a review of existing conditions, such as streams, wetlands, topography, accessibility, and the need for easements. Some of the potential routes were eliminated due to costs and environmental concerns. The team will take a fresh look at potential routes, considering potential timing for service, topography, environmental concerns, and construction techniques.

We will provide two options for discussion with OCWRC for routes and design, including the consideration of using low pressure sewer system for areas with high groundwater conditions. Other options will look at the number of pump stations proposed, force main sizing, and different pipe shapes for gravity sewers.

Modeling

Our team will construct a hydraulic model of the Northwest Oakland Extension of the Kearsley Creek Interceptor (KCI) improvements to confirm sizing and properly size improvements to design criteria, perform alternatives analysis, and inform designers with a better understanding of how to address potential issues resulting from low flows at the completion of each phase. The model will begin at the proposed connection to the existing KCI in Genesee County and extend upstream to include the proposed improvements in Oakland County in Region 1, Region 2, and District D1. The model elements (nodes, conduits, pumps, etc.) will be constructed based on the latest improvement plan and preliminary design and modified to reflect alternative scenarios being evaluated. Model subcatchments will be created based on the existing and future flows calculated by parcel in prior planning efforts and as modified through collaboration with OCWRC and associated municipalities.

Environmental

ASTI will locate wetlands and streams regulated by Michigan Department of Environment, Great Lakes and Energy (EGLE) within the project corridor. This work will be based on *MCL 324 Part 301 (Inland Lakes and Streams)* and *Part 303 (Wetland Protection, as amended)*. The delineation and other site work will be based on the Corps of Engineers' *Wetland Delineation Manual, 1987*, the *Regional Supplement to the Corps of Engineer Wetland Delineation Manual: NE/NC or MIDWEST Region*, and related guidance/documents, as appropriate.

It should be noted that depending on the project locale, wetlands can also be regulated by the U.S. Army Corps of Engineers and/or local municipalities with approved wetland ordinances on file with the state. Therefore, ASTI will provide a professional opinion regarding the regulatory status of all identified wetlands and watercourses and the associated local, state, and federal regulatory agencies.

ASTI will demarcate the wetland limits with flagging for location by our GPS unit. The flagging will be day-glo pink in color and numbered alphanumerically (e.g., A-1, A-2, etc.). ASTI will deliver a dimensioned graphic of the delineation, overlaying the surveyed location of wetland flagging on an aerial photograph; ASTI will also provide the GPS coordinates of all wetland and stream flags for incorporation into project plans.

At the completion of the assessment, the final report will be included in the BOD. The report will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of all supporting materials.

Geotechnical Work

To allow for evaluating the general soil and groundwater conditions along the proposed sewer alignment, it is necessary to drill soil test borings and install monitoring wells along each reach of the proposed sewer. This information will be of significant importance in the design of the project as it will impact constructability considerations as well as the selection of pipe materials and joint designs. The available geotechnical data from nearby projects provided some data, however, the data is not site-specific to the proposed project.

For the current BOD task, we propose the following soil borings:

- 1) Phase 1: 23 test borings extended to an approximate depth of 30 feet.
- 2) Phase 2: (Gravity): 25 test borings extended to an approximate depth of 30 feet.
- 3) Phase 2: (Force main): 10 test borings extended to depths mostly to 15 feet.
- 4) Phase 3: 7 test borings extended to an approximate depth of 30 feet.
- 5) Future Phase: 5 test borings extended to an approximate depth of 30 feet.

We are deferring soil borings from our original scope to future tasks, as needed.

In addition, where wet sandy soils are encountered, we propose to install a total of 20 open standpipe monitoring wells throughout the sewer alignment to allow for long-term groundwater monitoring.

To explore the site and evaluate the subsurface soil and groundwater conditions and provide recommendations, we propose the following scope of services for this task:

- NTH will notify the MISS-DIG system to identify existing subsurface utilities prior to commencing fieldwork. We assume that right-of-way and any other access permits required for drilling from authorities will be secured by others in the design team and as such, are not included in this scope.
- Our subcontractor will drill the above-proposed borings under the full-time observation of an NTH field engineer. Our personnel will establish the test boring locations in the field, coordinate field operations, as well as contact the MISS-DIG system for utility clearance, determine the type of sampling required, classify subsoil strata, record groundwater levels during and after completion of drilling, and modify drilling procedures as necessary to adequately define subsoil conditions at the site. Due to the number of borings and monitoring wells anticipated for the project, NTH assumes that drilling will be accomplished under one mobilization. NTH also assumes that the majority of the borings will be within existing roadway rights-of-way and that access can be accomplished using truck-mounted drilling rigs. As such, we have assumed that there will not be a need for any additional specialized equipment or clearing to access the boring locations. Since the specific test boring locations are unknown at this time, and for the purpose of establishing a budget for this proposal, we assumed up to 15 days of single-lane closure would be adequate to accomplish the task.
- We will perform Standard Penetration Testing (SPT) in accordance with ASTM D1586. Soils encountered at the soil boring locations will be classified using NTH's soil classification system, a copy of which will be provided with the test boring logs.
- Upon completion of drilling and obtaining groundwater information, a standpipe monitoring well will be installed at 20 select boring locations. A protective casing will be placed over the standpipe. The monitoring wells will be used to obtain future groundwater levels. The remaining borings will be backfilled with soil cuttings. Excess soil cuttings will be left near the test borings.
- NTH will perform the necessary laboratory testing on selected soil samples obtained during the field investigation to define the engineering properties and applicable design parameters for the subsoil strata encountered. Laboratory testing for engineering properties may consist of determining natural moisture content, dry density, grain size/hydrometer analysis on selected granular samples, and unconfined compression strength of selected cohesive samples.
- Once laboratory testing is completed and the test boring logs have been finalized, NTH will analyze the data and develop geotechnical recommendations for the project.
- At the completion of our exploration and analysis, a Geotechnical Report will be developed for use during BOD and design phases, which will provide documentation of the investigation data, summary of subsurface conditions, and evaluation of conditions with respect to the

proposed design and construction of the sewers and pertinent structures. These will include suitability of the soils for support of structures and for use as backfill material, bearing capacity, bottom stability, suitable construction methods and challenges, face stability for trenchless construction, and parameters for design of temporary earth retention systems by the Contractor.

- During the development of the BOD Report, NTH will participate in the team's meetings to provide consultation and recommendations related to geotechnical issues.

Basis of Design

The BOD report will outline all the information required to construct the project, including the previously discussed information and any other information that affects the construction of the sewer project. The BOD will be a living document throughout the process that will be updated at various stages of the project. The information included in BOD will include, but is not limited to:

- Sewer layout and design will determine the route and pipe sizing for both gravity and force mains. The design will factor in varying flow conditions and long-term maintenance.
- We will develop a hydraulic model utilizing flow data that we have already calculated to assist in laying out the sanitary sewer pipes.
- Geotechnical Report and recommendations as discussed above.
- We will prepare a preliminary pump station design in enough detail to provide an accurate opinion of cost.
- Environmental information will include the wetland delineation and report. The Phase 1 Environmental Survey will be deferred to future tasks.
- Develop 30 percent design plans with enough detail and information to provide an accurate opinion of probable costs. The plans will consist of plan and profile drawings of the sewer lines and pump station locations with sizes and depths.
- Develop preliminary pump station plans including preliminary control information.
- We will note potential utility conflicts and account for needed relocations in the costs and schedule.
- Provide summary of anticipated permits required and potential time frames.
- Prepare Probable Opinion of Construction Costs that can be used to secure funding. The opinions will also include anticipated easement costs and potential land acquisitions.
- Prepare a CPM Schedule for the construction of the various phases.
- Easements: During the development of 30 percent of the plans, we will outline necessary permanent or temporary easements. As the easements are determined, we acquire a title report and complete an easement sketch and legal description. We have not included obtaining the easements in our scope of work.
- Other pertinent information to develop the project.
- Conduct bi-weekly team meetings and progress meetings with OCWRC.

Tasks 2 – 5 – Construction and Permitting after funding has been secured.

Complete deferred items from Task 1 as needed.

Develop 60 Percent Design Plans

Develop 75 Percent Construction Documents and Permitting

Develop Final Construction Documents

Task 6 – Bid Packages and Bid Assistance after funding has been secured.

Owner's Responsibilities

OCWRC will be responsible for the following:

- Provide access to private land for survey, wetland delineation and geotechnical work.

Deliverables

Deliverables for this project will be submitted to OCWRC. The following is a list of anticipated deliverables that will be provided in electronic format (i.e., PDF), unless otherwise noted:

- Task 1
 - Basis of Design
 - Sewer Layout
 - Preliminary Hydraulic Modeling
 - Geotechnical Report
 - Preliminary Pump Station Design
 - Wetland delineation and report
 - 30 Percent Design Plans including plan and profile drawings.
 - CPM Schedule
 - Easement list and anticipated costs
 - Opinion of probable costs
- Task 2-5 – Deferred until funding has been received
- Task 6 – Deferred until construction plans are complete and funding secured.

Schedule

Work will begin as soon as we receive notice to proceed. We anticipate that the overall schedule, including survey and geotechnical work, to complete the basis of design will take 26 to 30 weeks.

Compensation – Task 1

The ROWE team can provide the services outlined above for the modified Task 1 for a not-to-exceed fee of **\$998,920**.

ROWE is excited about the opportunity to work with OCWRC on a critical project like this. We look forward to meeting with you to negotiate our fee for the Scope of Services we have outlined above.

Sincerely,
ROWE Professional Services Company

David E. Richmond, PE
Senior Project Manager

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

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of May 21, 2024
3. Public Comments
4. 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 \$541,136.60
5. 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 \$1,096,009.47
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

May 21, 2024

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 21st day of May 2024.

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 April 23, 2024, 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.

The following resolution was offered by Markham and seconded by Nash:

**RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL AND AUTHORIZING THE
ISSUANCE OF CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN
BONDS, SERIES 2024**

WHEREAS, pursuant to petitions filed with the Oakland County Water Resources Commissioner by the City of Auburn Hills and the Charter Township of Orion, proceedings have been taken under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended (the “Drain Code”), for the location, establishment and construction of the Clinton River Water Resource Recovery Facility Drain Optimization Project (the “Petitioned Project”), consisting of improving the Clinton River Water Resource Recovery Facility, an intra-county drain for the treatment of sanitary sewage located in the City of Pontiac, that serves property located within the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the

Charter Township of Oxford, the Village of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield in the County of Oakland, Michigan; and

WHEREAS, the Drainage Board, on May 23, 2023 approved the Final Order of Determination for the Petitioned Project, and on June 27, 2023 approved a Final Order of Apportionment for the cost of the Petitioned Project to be borne by the several public corporations as follows:

City of Auburn Hills	5.257%
Charter Township of Independence	4.090%
City of Lake Angelus	0.000%
Village of Lake Orion	0.570%
Charter Township of Oakland	1.315%
Charter Township of Orion	4.487%
Charter Township of Oxford	1.841%
Village of Oxford	0.572%
City of Pontiac	54.800%
City of Rochester	2.486%
City of Rochester Hills	10.242%
Charter Township of Waterford	11.198%
Charter Township of West Bloomfield	<u>3.142%</u>
	100.00%

; and

WHEREAS, on September 20, 2023, the Drainage Board issued its Clinton River Water Resource Recovery Facility Drain Bond, Series 2023 in the principal amount of \$44,795,000 (the “2023 Bonds”) for the purpose of financing part of the Petitioned Project; and

WHEREAS, the 2023 Bonds were sold to the Michigan Finance Authority (the “Authority”) in order to receive a subsidized interest rate through participation in the State Water Pollution Control Revolving Fund Program (the “SRF Program”); and

WHEREAS, the Drainage Board has determined that it is necessary and desirable to proceed with additional portions of the Petitioned Project (said additional portions referred to herein as the “Phase II Project”) and to finance the Phase II Project as provided herein; and

WHEREAS, the Chairperson of this Drainage Board (the “Chairperson”) presented an estimate of the aggregate cost of the Phase II Project in the amount of \$65,200,000;

WHEREAS, the Clinton River Water Resource Recovery Facility Drainage District (the

“Drainage District”) proposes to sell bonds in one or more series to defray the cost of all or part of the Phase II Project; and

WHEREAS, the Chairperson has prepared in accordance with the provisions of Chapter 20 of the Drain Code and presented to the Drainage Board a special assessment roll, designated herein as Special Assessment Roll No. 2-A for the Clinton River Water Resource Recovery Facility Drain Optimization Project, assessing a portion of the cost of the Phase II Project in the amount of \$65,200,000 against the foregoing public corporations in accordance with the Final Order of Apportionment, and may prepare a subsequent special assessment roll assessing the remaining cost of the Phase II Project against the foregoing public corporations in accordance with the Final Order of Apportionment once actual costs of the Phase II Project are determined, in accordance with and subject to the parameters provided by this resolution; and

WHEREAS, said bonds shall be sold in a negotiated sale to the Authority in order to enable the Authority to provide assistance with respect to the Phase II Project from the SRF Program.

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN OPTIMIZATION PROJECT, as follows:

1. APPROVAL OF SPECIAL ASSESSMENT ROLL. Special Assessment Roll No. 2-A for the Clinton River Water Resource Recovery Facility Drain Optimization Project (“Roll No. 2-A”), upon which special assessment roll are spread assessments against the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the Charter Township of Oxford, the Village of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield (the “Communities”), aggregating the principal sum of \$65,200,000, is approved and ordered filed with the Chairperson. The aggregate amount assessed and the amount assessed against each public corporation shall be adjusted as provided in Section 3, and an additional roll designated Special Assessment Roll No. 2-B for the Clinton River Water Resource Recovery Facility Drain Optimization Project (“Roll No. 2-B”; and Roll No. 2-A and Roll No. 2-B each referred to herein

as a “Roll” and collectively as the “Rolls”) may be prepared, if necessary, at the time the Phase II Project or any portion of the Phase II Project financed with a series of bonds sold to the Authority through the SRF Program is completed and administratively closed out by the Authority and the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”); provided, however, that any additional roll prepared pursuant to this subsection shall spread assessments against all of the Communities as provided herein.

2. SUPPLEMENTAL ORDER. The amounts assessed against each public corporation pursuant to Roll No. 2-A and, if applicable, Roll No. 2-B, that are not prepaid shall be divided into annual installments by the Chairperson on behalf of the Drainage Board at the time the bonds issued pursuant to this resolution are sold in an order (such order referred to herein, as the “Supplemental Order”) and the aggregate annual installments shall be in amounts not exceeding the annual principal maturities of the bonds issued by the Drainage District. Any Supplemental Order prepared pursuant to this resolution shall spread assessments against all of the Communities as provided herein.

3. STATEMENT OF APPROVAL OF SPECIAL ASSESSMENT ROLL. The Chairperson shall execute the statement affixed to each Roll setting forth the date of such approval.

4. INSTALLMENTS AND INTEREST. The annual installments of the assessments against the public corporations, as shall be set forth in a Supplemental Order of the Chairperson, unless prepaid prior thereto as provided herein, shall become due each year on the date indicated in the Supplemental Order, and the amounts of the assessments from time to time unpaid shall bear interest, from the date set forth in the Supplemental Order until paid, which is sufficient to pay the interest on the bonds to be issued by the Drainage District which interest shall be payable annually as set forth in the Supplemental Order. Prepayments of assessments against public corporations corresponding to Roll No. 2-A, as they may be adjusted pursuant to a Supplemental Order, shall be prepaid on or before August 1, 2024.

5. PREPAYMENT OF INSTALLMENTS. Any of the public corporations that have not prepaid its assessment as set forth on Roll No. 2-A in full on or before August 1, 2024, as provided in Paragraph 4 herein, may pay in advance of maturity all or any part of an annual

installment only at such time, in such manner and in such amount as would allow the Drainage District to redeem a like amount of Bonds together with the interest thereon paid by the public corporation to the date of redemption.

6. CERTIFICATION TO ASSESSED PUBLIC CORPORATIONS. The Chairperson of the Drainage Board, within 10 days of the date hereof, shall certify to each public corporation assessed the amount of the total assessment against it and within 10 days of the date of a Supplemental Order shall certify to each public corporation the amount of the adjusted assessment, if any, the amounts of the various installments, the due date of each installment and the interest upon the assessment from time to time unpaid. Also, each year as provided by law, the Chairperson shall notify each public corporation assessed of the amount of the installment and interest next becoming due.

7. DETERMINATION OF NECESSITY. The Phase II Project is necessary for the public health and in order to defray the cost thereof it is necessary to issue bonds as hereinafter provided.

8. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the Drainage District aggregating the principal sum of not to exceed Sixty-Five Million Two Hundred Thousand Dollars (\$65,200,000) (the “Bonds”), as determined by the Chairperson at the time of sale, shall be issued and sold in one or more series pursuant to the provisions of the Drain Code and other applicable statutory provisions, for the purpose of defraying the cost of acquiring and constructing all or part of the Phase II Project.

9. BOND DETAILS. The Bonds shall be designated “Clinton River Water Resource Recovery Facility Drain Bonds, Series 2024;” with such other designations, including, without limitation, designations for multiple series, as determined by the Chairperson; *provided that*, if any series of the Bonds are not issued in calendar year 2024, the Chairperson may re-designate such series of Bonds to reflect the year in which such series of Bonds are issued; shall be dated as of such date as shall be approved by the Chairperson at the time of sale; shall be numbered from 1 upwards; and shall be fully registered.

The Bonds shall be sold to the Authority through the SRF Program in the form of a single bond in the denomination of the aggregate principal amount of the Bonds, with an exhibit attached thereto which identifies the annual maturities for the Bonds, and the references herein to the “Bonds” shall mean that single bond registered in the name of the Authority; shall bear interest at a rate not to exceed 2.75% per annum, pursuant to the terms of the SRF Program and as approved by the Chairperson at the time of sale, from the date of delivery of the various principal installments as hereinafter described, payable on such dates as shall be determined by the Chairperson at the time of sale, and shall mature on such dates and in such years as shall be determined by the Chairperson at the time of sale. The Bonds are expected to be delivered to the Authority as the initial purchaser thereof in installments equal to the amounts advanced from time to time by the Authority to the Drainage District pursuant to the Purchase Contract and the Supplemental Agreement (each as hereinafter defined) corresponding to the Bonds.

10. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. So long as the Bonds are registered in the name of the Authority, the Bonds shall be payable as to principal, redemption premium, if any, and interest at such bank or trust company or other place as shall be designated in writing to the Drainage District by the Authority (the “Authority’s Depository”). So long as the Authority is the owner of the Bonds, the Drainage District agrees that it will deposit with the Authority’s Depository payments of the principal of, premium, if any, and interest on the Bonds in immediately available funds at least five business days prior to the date on which any such payment is due, whether by maturity, redemption or otherwise. If the Bonds are not registered in the name of the Authority, the principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the office of the bond registrar and paying agent and the interest shall be payable by check, draft, electronic transfer or other means determined by the bond registrar and paying agent to the registered owner of the Bonds at the address appearing on the registration books of the Drainage District kept by the bond registrar and paying agent as of the 15th day of the month preceding the month in which an interest payment is due.

11. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the forms of bonds contained in Section 15 hereof.

12. BOND REGISTRAR AND PAYING AGENT. The Chairperson shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds which shall be an officer of the Drainage District or a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

13. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the Drainage District by the manual or facsimile signatures of the Chairperson and at least one other member of the Drainage Board and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson to the purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson and at least one other member of the Drainage Board may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

14. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the Drainage District, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond

together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

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

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

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

15. FORM OF BONDS. The Bonds shall be in substantially the following form, with such adjustments as may be necessary, as shall be determined by the Chairperson:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY
DRAINAGE DISTRICT
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN BOND,
SERIES 2024**

INTEREST RATE

MATURITY DATE

DATE OF ORI

Registered Owner: Michigan Finance Authority

Principal Amount:

The Clinton River Water Resource Recovery Facility Drainage District (the “Drainage District”), County of Oakland, State of Michigan, acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above or so much thereof as shall have been advanced to the Drainage District pursuant to a Purchase Contract between the Drainage District and the Michigan Finance Authority (the “Authority”) and a Supplemental Agreement by and among the Drainage District, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy on the maturity dates and in the amounts set forth on Exhibit A attached hereto unless redeemed prior thereto as hereinafter provided, the final payment being made upon presentation and surrender of this bond at _____, in _____, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution identified below; and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check, draft, electronic transfer or other means determined by the bond registrar and paying agent, interest at the rate per annum specified above on such Principal Amount, to the extent advanced to the Drainage District pursuant to the Purchase Contract and the Supplemental Agreement until the Drainage District’s obligation with respect to the payment of such Principal Amount is discharged. Interest is payable on the first days of _____ and _____ in each year, commencing on _____ 1, 20___. Principal and interest are payable in lawful money of the United States of America.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the “additional interest”) at a rate equal to the rate of interest that is two percent above the Authority’s cost of providing funds (as determined by the Authority) to make payment on the bonds of the

Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Drainage District's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Drainage District shall and hereby agrees to pay on demand only the Drainage District's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

During the time funds are being drawn down by the Drainage District under this bond, the Authority will periodically provide the Drainage District a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Drainage District of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by the Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act 40, Public Acts of 1956, as amended) and a bond authorizing resolution adopted by the Drainage Board for the Drainage District (the "Resolution") for the purpose of defraying part of the cost of locating, establishing and constructing the Clinton River Water Resource Recovery Facility Drain Optimization Project. The bonds of this series are issued in anticipation of the collection of an equal amount of installments of a special assessment assessed against the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the Charter Township of Oxford, the Village of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield on a special assessment roll for the Clinton River Water Resource Recovery Facility Drain Optimization Project, which assessments are the general obligations of said public corporations, and a Supplemental Order of the Chairperson. The full faith and credit of the Drainage District have been pledged for the prompt payment of the principal of and interest on this bond as the same become due and, in addition, the full faith and credit of the County of Oakland have been pledged therefor. Taxes imposed by said public corporations and the County of Oakland are subject to constitutional tax rate limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Drainage District kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination,

in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

This bond is subject to redemption prior to maturity at the option of the Drainage District and with the prior written consent of the Authority and on such terms as may be required by the Authority, in such order as shall be determined by the Drainage District, on any one or more interest payment dates. This bond may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than the entire principal amount of the bond maturing in any year is to be redeemed, the portion of the bond to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

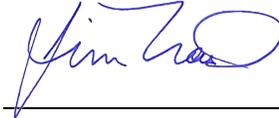
Not less than thirty days' notice of redemption shall be given to the holder of the bond called to be redeemed by mail to the registered holder at the registered address. That portion of the bond called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Drainage District by the Authority (the "Authority's Depository"); (b) the Drainage District agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Drainage District's deposit by 12:00 noon on the scheduled day, the Drainage District shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the Drainage District and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

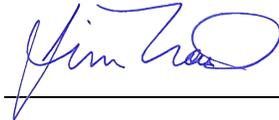
It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total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

IN WITNESS WHEREOF, the Clinton River Water Resource Recovery Facility Drainage District, County of Oakland, State of Michigan, by its Drainage Board, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and Secretary of the Drainage Board. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

CLINTON RIVER WATER RESOURCE
RECOVERY FACILITY DRAINAGE DISTRICT



Chairperson of the Drainage Board



Secretary of the Drainage Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
(please print or type name, address and taxpayer identification number of transferee) the within
bond and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

EXHIBIT A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of this bond shall be made until the full amount advanced to the Drainage District is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of this bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Drainage District and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, (2) that less than the principal amount of assistance approved by the Order is disbursed to the Drainage District by the Authority or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the Drainage District is prepaid or forgiven, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Drainage District.

MATURITY DATE

 1

PRINCIPAL AMOUNT

END OF BOND FORM

16. SECURITY. Each series of Bonds shall be issued in anticipation of, and are payable primarily from, the collection of the several installments of special assessments against the public corporations assessed on the applicable Roll and Supplemental Order of the Chairperson. The full faith and credit of the Drainage District are pledged for the payment of the principal of and interest on the Bonds as the same become due, and, in addition, the full faith and credit of the County of Oakland have been pledged therefor by a two-thirds vote of the members elect of the Board of Commissioners of the County of Oakland.

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

18. ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimated period of usefulness of the Phase II Project is determined to be thirty (30) years and upwards. The estimated cost of the Phase II Project (\$65,200,000), as submitted to this Drainage Board and attached as Exhibit A, is approved and adopted.

19. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund that shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the purchaser of the Bonds at the time of delivery of the same. An amount equal to the interest due on the Bonds which may be capitalized, if any, shall also be placed in the Principal and Interest Fund and shall be used solely to pay the principal of and interest on

the Bonds authorized herein. The Chairperson is authorized to determine what amounts of interest shall be capitalized. All collections of installments of the assessments against the public corporations assessed (including principal and interest) on a Roll (and not prepaid) and the corresponding Supplemental Order of the Chairperson shall be placed in the Principal and Interest Fund and shall be used solely to pay the principal of and interest on the Bonds authorized herein.

20. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the Bonds, together with the special assessments that have been prepaid as provided in Paragraphs 4 and 5, shall be set aside in a construction fund and used to pay the expenses of the issuance of the Bonds and the costs of acquiring and constructing the Phase II Project, including any engineering, legal and other expenses incidental thereto. Any unexpended balance of the proceeds of the sale of the Bonds remaining after completion of the construction of the Phase II Project shall be used as provided in Section 497 of the Drain Code.

21. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the Bonds are subject to permission being granted therefor by the Department of Treasury of the State of Michigan under Act 34, Public Acts of 2001, as amended, and the Chairperson is hereby authorized and directed, if necessary, to make application to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this resolution.

22. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a private, negotiated sale to the Authority, and the Drainage Board hereby determines that such negotiated sale is in the best interests of the Drainage District and is the most cost effective and efficient way to sell the Bonds. The sale of the Bonds shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") and the Chairperson is authorized to determine the principal amount of the Bonds to be sold and to execute and deliver the Purchase Contract and the Supplemental Agreement in such forms as shall be approved by the Chairperson by order executed at the time of sale. In addition, the Chairperson and any member of the Drainage Board are each authorized to execute and deliver to the Authority such certificates or

documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of such Bonds in accordance with the provisions of this resolution.

Approval by the Drainage District of the matters delegated in this Section 22 or any other sections may be evidenced by execution of an Order by the Chairperson or the execution or approval of such documents by the Chairperson. The Chairperson, together with the Oakland County Treasurer (the Treasurer for the Drainage District), or any one of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations.

23. REPLACEMENT OF BONDS. Upon receipt by the Chairperson of the Drainage Board of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the Chairperson, the Chairperson may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the Chairperson may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the Drainage District in the premises. Any Bond delivered pursuant to the provisions of this Section 23 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

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

25. REDUCTION IN PRINCIPAL AMOUNT OF BOND ISSUE. If the Chairperson shall determine that it is not necessary to sell any series of the Bonds in the principal amount of \$65,200,000 because of prepayments of special assessments, a reduction on the computation of costs or otherwise, the Chairperson may by order reduce the principal amount of the Bonds to the amount deemed necessary so long as the proceeds of the sale of the Bonds will be sufficient to pay all of the costs of the portion of the Phase II Project intended to be financed by the Bonds. In the event the principal amount of the Bonds is reduced pursuant to this section, the Chairperson shall reduce the amount of such series of Bonds maturing in any one or more years as necessary and may enter an Order amending the annual installments of the special assessments due on the corresponding Roll.

26. AMENDMENT TO ROLL. Any Roll may be prepared in part based on estimates of the costs of the Phase II Project. In addition to other supplements, amendments or revisions authorized by this resolution, upon receipt of the final costs of all or a portion of the Phase II Project, the Chairperson is authorized to amend any Roll entered pursuant to this resolution to reduce the amount of the assessments and the annual installments of the special assessments due on such Roll based on the final costs of all or a portion of the Phase II Project, as applicable to such Roll; provided, however, the amount of such special assessments and annual installments shall not be less than the amount of principal outstanding on any Bonds corresponding to such Roll and issued pursuant to this resolution.

27. AMENDMENTS AND SUPPLEMENTAL RESOLUTIONS. The Drainage Board may from time to time adopt such amendments to this resolution as are necessary for the

issuance of the Bonds. In addition, the Drainage Board may adopt such supplemental resolutions as are necessary for the issuance of any series of Bonds authorized pursuant to this resolution.

28. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: 2

NAYS: 0

RESOLUTION DECLARED ADOPTED.

EXHIBIT A
ESTIMATE OF COST
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN BONDS
PHASE II PROJECT

Construction, engineering and contingencies	\$64,986,200
Cost of Issuance	
Bond Counsel	\$ 147,900
Financial Advisor	\$ 62,300
Advertising/Publications	\$ 2,500
Michigan Department of Treasury	<u>\$ 1,100</u>
Total Cost of Issuance	<u>\$ 213,800</u>
Total Phase II Project Cost	\$ 65,200,000
Size of Bond Issue	\$65,200,000

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility Drain Optimization Project, Oakland County, Michigan, held on May 21, 2024, the original of which resolution is on file in the office of the Oakland County Water Resources Commissioner and is available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.



Chairperson of the Drainage Board

Change Order No. 1 for Clark Construction Company for Construction of the Optimization Phase I Project for a net increase in the amount of \$93,248 was presented. It was moved by Markham, supported by Nash to approve Change Order No. 1 for Clark Construction Company for Construction of the Optimization Phase I Project for a net increase in the amount of \$93,248 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 \$773,638.16 (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 \$773,638.16.

ADOPTED: Yeas - 2
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$24,984.91 (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 Construction Fund in the amount of \$24,984.91.

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.

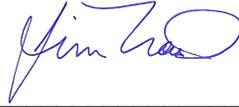


Jim Nash, Chairperson

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 21st day of May 2024, 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.



Jim Nash, Chairperson

Dated: May 21, 2024

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: June 25, 2024

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
USA Blue Book	PC00034038	Pcard - Lab Supplies # INV00357723	\$ 2,678.03
USA Blue Book	PC00034036	Pcard - Lab Supplies # INV00366559	1,681.63
USA Blue Book	PC00034154	Pcard - Equipment Maintenance # INV00369723	1,993.95
USA Blue Book	PC00034154	Pcard - Lab Supplies # INV00369723	2,647.90
USA Blue Book	PC00034768	Pcard - Lab Supplies # INV00371792	2,110.05
Grainger	PC00035430	Pcard - Materials and Supplies # 9145387990	1,669.60
The Macomb Group	PC00034622	Pcard - Materials and Supplies # Order #4253844	2,198.56
The Macomb Group	PC00032039	Pcard - Materials and Supplies #7094548	1,444.80
Young Supply Company	PC00035040	Pcard - Materials and Supplies #20257251-00	1,867.00
Crane Technologies	V # SINV00267503	Invoice # 0005089-IN- Contracted Services	2,708.41
D3W Industries	V # SINV00264181	Invoice # 4419 - Material and Supplies	11,440.00
D3W Industries	V # SINV00264620	Invoice # 4522 - Material and Supplies	5,720.00
D J Conley	V # SINV00268128	Invoice # SI-52326-1- Contracted Services	1,604.50
Haviland Products Company	V # SINV00262056	Invoice # 505252 - Chemical Treatment	7,235.95
Haviland Products Company	V # SINV00262864	Invoice # 505430 - Chemical Treatment	6,051.00
Haviland Products Company	V # SINV00266348	Invoice # 507436 - Chemical Treatment	7,303.43
Haviland Products Company	V # SINV00266349	Invoice # 507437 - Chemical Treatment	7,228.95
Haviland Products Company	V # SINV00267180	Invoice # 507717 - Chemical Treatment	4,562.00
Haviland Products Company	V # SINV00267508	Invoice # 508009 - Chemical Treatment	1,489.00
Haviland Products Company	V # SINV00268132	Invoice # 508010 - Chemical Treatment	11,525.00
Haviland Products Company	V # SINV00268133	Invoice # 508066 - Chemical Treatment	7,264.94
Haviland Products Company	V # SINV00268134	Invoice # 508512 - Chemical Treatment	3,330.00
LaSalle Agri Inc	V # SINV00267195	Invoice # 21 - Land Application	11,023.60
PVS Technologies Inc	V # SINV00262501	Invoice # 356948 - Chemical Treatment	4,775.24
PVS Technologies Inc	V # SINV00262504	Invoice # 357062 - Chemical Treatment	2,746.60
PVS Technologies Inc	V # SINV00264546	Invoice # 357632 - Chemical Treatment	4,488.80
PVS Technologies Inc	V # SINV00264622	Invoice # 357778 - Chemical Treatment	2,875.56
PVS Technologies Inc	V # SINV00267510	Invoice # 358363 - Chemical Treatment	4,177.56
Saber Building Services Inc	V # SINV00264623	Invoice # 44694 - Contracted Services - June 2024	1,800.00
United Lawnscape	V # SINV00265947	Invoice # UE 601096 - Contracted Services	2,352.00
United Lawnscape	V # SINV00265950	Invoice # UE 601097 - Contracted Services	1,214.00
United Lawnscape	V # SINV00268151	Invoice # UE 605212 - Contracted Services	5,880.00
United Lawnscape	V # SINV00268152	Invoice # UE 605213 - Contracted Services	3,035.00
Waste Management	V # SINV00266350	Invoice # 8760045 -1714-3 Garbage & Rubbish Disposal	2,895.46
Waterworks Systems & Equipment Inc	V # SINV00267511	Invoice # 10449 - Material and Supplies	1,886.00
AIS Construction Equipment	TBP	Invoice # H61070 - Equipment	120,681.00
		Subtotal	\$ 265,585.52
Jacobs	V # SINV00268138	Invoice # C6A19600-14- Engineering & Survey - Proj # 1-7550	10,043.68
		Subtotal - Project 1-7550	\$ 10,043.68
Jacobs	V # SINV00268139	Invoice # C6A21702-4 - Engineering & Survey - Proj # 1-7515	\$ 209,884.86
		Subtotal - Project 1-7515	\$ 209,884.86
OHM Advisors	V # SINV00268143	Invoice # 75827 - Professional Services - 5/18/24 Proj # 1-7047	\$ 3,845.50
		Subtotal - Project 1-7047	\$ 3,845.50
Tetra Tech Inc	V # SINV00268145	Invoice # 52242562 - Contracted Services - 04/26/24 Proj # 1-7549	\$ 1,624.17
Tetra Tech Inc	V # SINV00268609	Invoice # 52252453 - Contracted Services - 05/24/24 Proj # 1-7549	\$ 855.75

			Subtotal - Project 1-7549	\$ 2,479.92
Tetra Tech Inc	V # SINV00268607	Invoice # 52242564 - Contracted Services - 04/26/24 Proj # 1-7571	\$	735.00
Tetra Tech Inc	V # SINV00268148	Invoice # 52252455 - Contracted Services - 05/24/24 Proj # 1-7571	\$	10,045.00
			Subtotal - Project 1-7571	\$ 10,780.00
York Repairs	V # SIN00262506	Invoice # NI-8156 - Contracted Services - Proj # 1-3470	\$	3,049.00
J.G.M. Value Corporation	V # SIN00262865	Invoice # 24-16365 Material and Supplies - Proj # 1-3470	\$	4,951.00
			Subtotal - Project 1-3470	\$ 8,000.00
Marine Pollution Control	V # SIN00264544	Invoice # 41225 - Contracted Services - Proj # 1-3470	\$	3,015.63
Kentain Products Limited	V # SIN00264186	Invoice # 7152 - Contracted Services - Proj # 1-3470	\$	20,180.00
			Subtotal - Project 1-7470	\$ 23,195.63
Hubbell Roth & Clark Inc	V # SINV00268135	Invoice # 0216951 - Engineering & Survey -04/27/24 - Proj 1-3679	\$	7,321.49
			Subtotal - Project 1-3679	\$ 7,321.49
			Total	\$ 541,136.60

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 *HP for Shawn Phelps*
OCWRC Accounting

DATE: June 25, 2024

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

	Ref No.	For	Amount
CSM Mechanical	V # SINV00264543	Invoice # 3324 - Project Construction & Improvement - Proj #1-2181	\$ 43,397.34
CDM Smith Michigan, Inc	V # SINV00264179	Invoice # 90205737- Engineering Survey - 04/01/24 - 04/27/24 - Proj # 1-2181	3,639.64
		Total for Project # 1-2181	\$ 47,036.98
Jacobs Consultant, Inc	V # SINV00268141	Invoice # C6A21700-17- Engineering and Survey - 05/24/24 - Proj # 1-7461	\$ 41,123.19
Meadowbrook Insurance Agency	V # SINV00268089	Invoice # 14268 - Excess Liability Insurance - 05/6/24 - 5/6/27	56,524.65
Meadowbrook Insurance Agency	V # SINV00268092	Invoice # 14269 - Excess Liability Insurance - 05/6/24 - 5/6/27	51,846.55
Meadowbrook Insurance Agency	V # SINV00268093	Invoice # 14286 - OCIP Pollution Liability - 05/6/24 - 5/6/27	55,618.55
Meadowbrook Insurance Agency	V # SINV00268096	Invoice # 14295 - Excess Liability Insurance - 05/6/24 - 5/6/27	56,524.65
Meadowbrook Insurance Agency	V # SINV00268099	Invoice # 14296 - Excess OPPI Insurance - 05/6/24 - 5/6/27	61,237.50
Meadowbrook Insurance Agency	V # SINV00267365	Invoice # 14233 - Builders Risk Insurance - 05/6/24 - 5/6/27	168,836.00
Meadowbrook Insurance Agency	V # SINV00268100	Invoice # 14234 - Owners Protective Professional Indemnity Ins - 05/6/24 - 5/6/27	86,684.65
Meadowbrook Insurance Agency	V # SINV00267367	Invoice # 14263 - General Liability Insurance - 05/6/24 - 5/6/27	156,113.65
Meadowbrook Insurance Agency	V # SINV00267369	Invoice # 14264 - OCIP Primary Excess Liability Insurance - 05/6/24 - 5/6/27	80,770.00
Meadowbrook Insurance Agency	V # SINV00268101	Invoice # 14265 - Excess Liability Insurance - 05/6/24 - 5/6/27	51,846.55
Meadowbrook Insurance Agency	V # SINV00268102	Invoice # 14266 - Liability Insurance - 05/6/24 - 5/6/27	51,846.55
Meadowbrook Insurance Agency	V # SINV00266993	Invoice # 14297 - OCIP Admin Services Fee Insurance - 05/6/24 - 5/6/25	130,000.00
		Total for Project # 1-7461	\$ 1,048,972.49
		Total	\$ 1,096,009.47

8. Augusta Drain

AGENDA

DRAINAGE BOARD FOR THE AUGUSTA DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of May 21, 2024
3. Public Comments
4. Present Memorandum from Jen Cook, P.E., Civil Engineer III, dated June 25, 2024, requesting the Board authorize the Chairperson to execute the engineering contract with Hubbell, Roth, & Clark, Inc. for a not-to-exceed price of \$99,120
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

May 21, 2024

A meeting of the Drainage Board for the Augusta 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 21st day of May 2024.

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

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

ABSENT: None.

Minutes of the meeting held March 26, 2024, 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 Jen Cook, P.E., Civil Engineer III, dated May 21, 2024, requesting the Board authorize the Chairperson to execute the construction contract with T.R. Pieprzak Co., Inc. for a not to exceed amount of \$852,612.88 was presented. It was moved by Markham, supported by Woodward, to authorize the Chairperson to execute the construction contract with T.R. Pieprzak Co., Inc. for a not to exceed amount of \$852,612.88 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.



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 Augusta Drain, Oakland County, Michigan, held on the 21st day of May 2024, 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 Augusta Drain Drainage District.



Jim Nash, Chairperson

Dated: May 21, 2024

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

TO: Jim Nash, Chairperson of the Augusta Drain Drainage Board

FROM: Jen Cook PE, Civil Engineer III

SUBJECT: Augusta Drain - Norton Street Innovation Project

DATE: June 25, 2024

On March 1, 2023, the Augusta Drain Drainage District accepted a \$1,330,600 grant from American Rescue Plan Act funds administered through the Michigan Department of Environment, Great Lakes, and Energy's (EGLE) Clean Water State Revolving Fund program. This grant was intended to be used to implement green stormwater infrastructure (GSI) on a plot of land owned by the Drainage District along the Augusta Drain and Norton Street. The GSI design was completed by Hubbell, Roth & Clark, Inc. (HRC) and includes bioretention cells to capture and filter stormwater runoff collected from the road prior to entering the Augusta Drain.

On May 21, 2024, this Board authorized the execution of a construction contract for this work with T.R. Pieprzak Co., Inc. At that time, the proposed cost exceeded the available grant funding so Water Resources Commissioner's (WRC) staff and HRC staff coordinated with the contractor to value-engineer the scope of work. Upon agreement of a final scope with the contractor and design engineer, and approval of the modified scope by EGLE, the WRC requested a proposal from HRC to assist in the oversight of the construction. The attached proposal outlines the services that HRC will provide for a not-to-exceed price of \$99,120.

Requested Action: Authorize the Chairperson to execute the engineering contract with Hubbell, Roth & Clark, Inc. for a not-to-exceed price of \$99,120.



May 10, 2024

Oakland County Water Resources Commissioner
1 Public Works Drive
Waterford, Michigan 48328

Attn: Ms. Jennifer Cook, P.E., Construction Projects Unit

Re: Augusta Drain Project
Clean Water State Revolving Fund (CWSRF)- Nonpoint Source Funding
Proposal of Construction Engineering Services - **Revised**

HRC Job No. 20221031

Dear Ms. Cook:

Per your request, Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this revised proposal to assist the OCWRC in the construction of the EGLE approved nonpoint source project along the Augusta Drain and Norton Street in the City of Pontiac.

PROJECT DESCRIPTION

Land owned by the Augusta Drain Drainage District on Norton Street, between Sanderson Avenue and North Johnson Street in the City of Pontiac will be improved with terraced bioretention cells to enhance water quality to treat pollutants that normally would enter the drain. Modifications to the curb from Norton Street will divert runoff into the proposed bioretention cells (areas A and B). The Augusta Drain Drainage District was awarded \$1,330,600 through the American Rescue Plan-State Revolving Fund grant program to reduce nonpoint source impacts through the construction of bioretention best management practices.

HRC will provide staff for part-time observation on this project. Our specific scope for construction services includes attendance at the value engineering meetings, plan redesign, construction administration, construction staking, material testing, part time observation, limited planting oversight, as-built drawings, and project close out. Again, we are proposing to partner with MKSK to assist with the oversight of installation of the landscape items.

SCOPE OF SERVICES

Value Engineering and Plan Redesign (128 hours)

- ≡ Attendance at value engineering meetings.
- ≡ Redesign of plans including the removal of all underground infiltration
- ≡ Preparation of final Construction Drawings
- ≡ VE Cost Estimates

Construction Administration (98 hours)

- ≡ Review of contractor shop drawings and submittals
- ≡ RFI's and Change Order documentation.
- ≡ Periodic Design Team Coordination Meetings (6 meetings)
- ≡ Attendance at project progress meetings (12 meetings)
- ≡ Pay application review and approval.

MKSK Landscape Architecture

- ≡ Please see the attached proposal from MKSK for related services

Construction Layout/Staking (100 hours)

- ≡ Stake all proposed underground utilities and provide cut sheets.
- ≡ Stake location and depth of infiltration basins.
- ≡ Stake road/curb removal for the installation of curb cuts.
- ≡ Stake location and grades of dry riverbed and maintenance pathway
- ≡ Three project drone flights illustrating project progress. One during construction of the infiltration basins, the second at substantial completion, and the third after final acceptance.

Materials Testing (32 hours)

- ≡ HRC staff will be on site as needed for the following:
 - Compaction testing (utility trench, infiltration basin, maintenance path)

Limited Observation (260 hours)

- ≡ HRC staff will visit the site and coordinate project activities with the contractor/OCWRC daily. Observation will not be full time. We are assuming approximately 2 hours per day based on the contractor's proposed schedule. HRC staff, when not on-site, will be available for contractor or OCWRC questions. Please note these hours assume a qualified contractor making steady progress on the project.
- ≡ Site Inspection for substantial completion
- ≡ Site Inspection for final completion

As Built Drawings and Project Close Out (60 hours)

- ≡ Redline construction drawings noting changes made during construction.
- ≡ Produce any exhibits or documents for grant closure.

Items not included:

- ≡ Full time observation. For the purposes of this proposal, we are assuming inspection to be approximately 2 hours per day based on the contractor's proposed schedule.
- ≡ Re-staking of items staked. Additional staking will be on a time and materials basis.
- ≡ Grant administration

ESTIMATED COSTS

Based on the above tasks, current estimate of costs, loan/grant application line items, and our estimate of effort needed to complete this assignment, we are proposing an initial budget of **\$82,750 plus \$16,370 (MKSK proposal) for a total of \$99,120**. Additional services and hours in excess of the above will be billed on a time and material basis. HRC and MKSK will not exceed the stated initial budget without prior approval.

Thank you for the opportunity to submit this proposal. We look forward to working with the OCWRC on this project. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.
Vice President

Attachment

pc: HRC; File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

Rev: May 5, 2024



John V. Balint | Associate
HUBBELL, ROTH & CLARK, INC
555 Hulet Drive, Bloomfield Hills, MI 48302

RE: Additional Service Request - Augusta Drain CWSRF Bioretention: Construction Administration Services

MKSK is pleased to submit this proposal to provide Construction Administration services for the above referenced project. The scope and fee listed below was crafted in conjunction with OCWRC's proposed construction schedule beginning in spring of 2024 and ending in November 2024. Based upon our understanding of the project and the services requested by you, we propose the following additional services.

A. Bidding/ Contract Administration

1. Pre-construction meeting attendance (virtual)
2. Submittal review. Includes review of required submittals regarding the landscape materials (ie. ledge rock, boulders etc.), plant material, seed mixes and contractor qualifications.
3. Periodic Design Team coordination meetings (assumes 6 virtual)
4. Periodic on-site construction observation and in-office documentation to monitor construction compliance with contract documents (assumes 1 visit)
5. Pre-final or Final inspections including punch list preparation for site improvement items documented for construction as described above (assumes 1 visit).

B. Assumptions

1. All additional scope items and meetings not listed above can be performed at an hourly rate.

Value Engineering	
Fixed Fee Amount.....	\$4,920
Construction Administration	
Fixed Fee Amount.....	\$11,100
Reimbursable Expenses (mileage)	
As Incurred, Estimated Total	\$350

Respectfully submitted,
MKSK, Inc

Brian P. Kinzelman FASLA AICP LEED AP
Senior Principal

Thomas M. Stephens PLA ASLA
Senior Associate

APPROVED

By _____ Date _____

Title

9. City of Pontiac Wastewater Treatment Facility

AGENDA

DRAINAGE BOARD FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of March 26, 2024
3. Public Comments
4. Present Memorandum from Kelsey Cooke, Manager and Chief Legal Officer, dated June 25, 2024, requesting the Board authorize staff to negotiate access drive improvement cost sharing, easement and authorize the Chairperson to agree to pay a share of the road improvement costs
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY**

March 26, 2024

A meeting of the Drainage Board for the City of Pontiac Wastewater Treatment 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 26th day of March 2024.

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

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

Minutes of the meeting held November 28, 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 Debt Assessment Recommendation and Special Assessment Roll for the Debt in the amount of \$2,619,818 for the City of Pontiac Wastewater Treatment Facility (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$2,619,818 as presented.

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.



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 City of Pontiac Wastewater Treatment Facility, Oakland County, Michigan, held on the 26th day of March 2024, 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 City of Pontiac Wastewater Treatment Facility Drainage District.



Jim Nash, Chairperson

Dated: March 26, 2024

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson of the City of Pontiac Wastewater Treatment Facility
Drainage District

FROM: Kelsey Cooke, Manager and Chief Legal Officer

SUBJECT: Proposed Access Drive Improvements

DATE: June 25, 2024

Kaltz Featherstone 1, LLC is requesting improvements, including replacement and/or paving of an existing drive being used to access lease areas within Drainage District property. This may also require an easement from the property owner adjacent to the District's property.

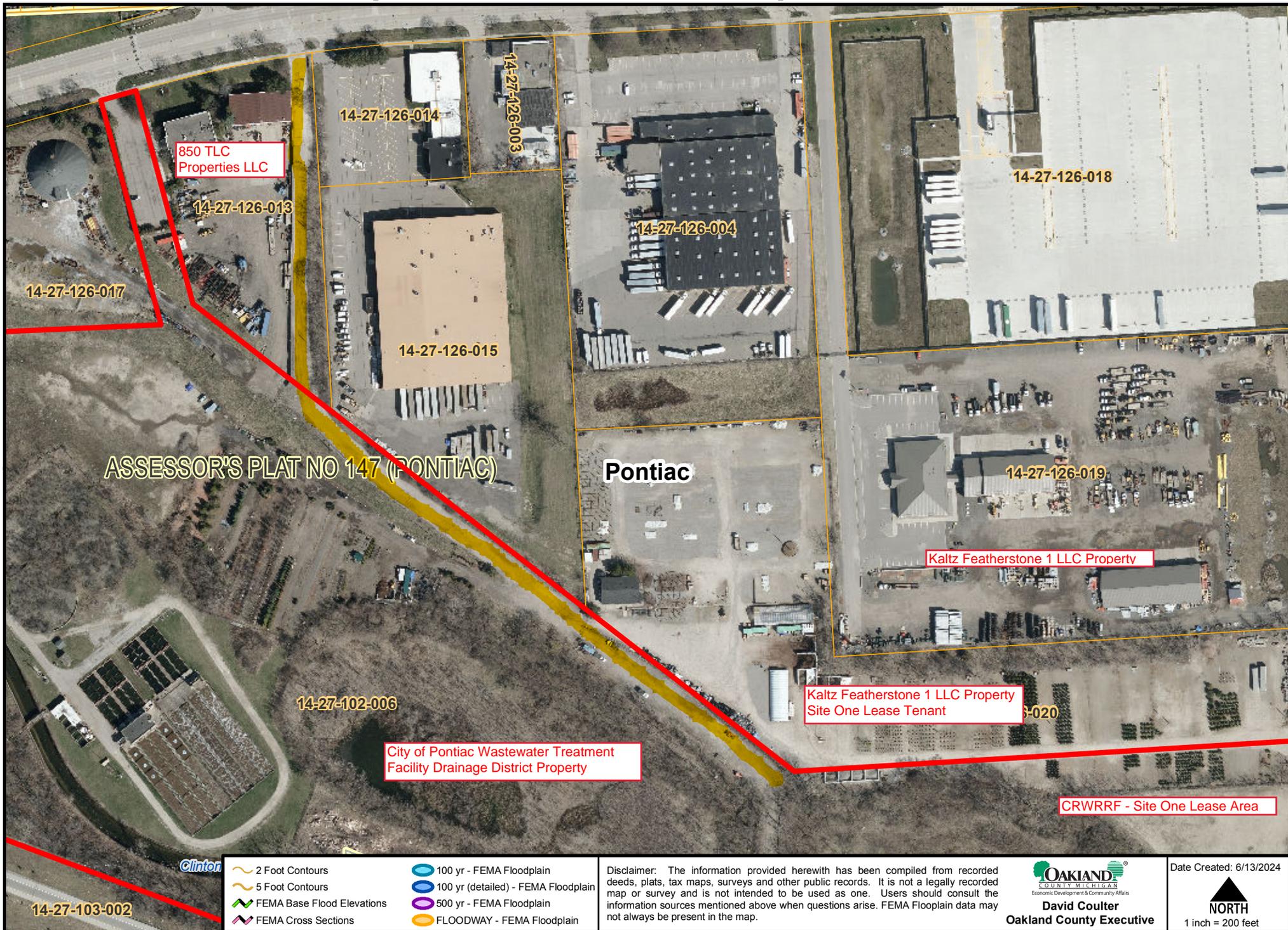
Site One Landscaping Supply, LLC is a tenant of Kaltz Featherstone and the Clinton River Water Resource Recovery Facility Drainage District. Site One recently submitted plans to the City of Pontiac to expand its existing operations. However, the City will not approve Site One's proposal without proof of access to the property.

Attached is a map showing the existing drive and property for your review.

Requested Action: Authorize staff to negotiate access drive improvement cost sharing, easement and authorize the chairperson to agree to pay a share of the road improvement costs

Proposed Access Drive Improvements

 Existing Access Drive



10. Tribute Drain

AGENDA

DRAINAGE BOARD FOR THE TRIBUTE DRAIN

June 25, 2025

1. Call meeting to order
2. Approve minutes of meeting of August 22, 2023
3. Public Comments
4. Present Memorandum from Garrett Shafer, E.I.T., Civil Engineer II, dated June 25, 2024, requesting the Board authorize DVM Utilities Inc. to proceed with services outlined in its May 2, 2024 proposal for a not-to-exceed price of \$100,000 based on its existing as-needed services contract No. 008744, and approve a project budget of \$149,875
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 22, 2023

A meeting of the Drainage Board for Tribute 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 22nd day of August 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 March 24, 2020, 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 Joel Kohn, Environmental Planner, dated August 22, 2023, requesting the Board approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson was presented. It was moved by Markham, supported by Nash, to approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson as presented.

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.



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 Tribute Drain, Oakland County, Michigan, held on the 22nd day of August, 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 Tribute Drain Drainage District.



Jim Nash, Chairperson

Dated: August 22, 2023

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson of the Tribute Drain Drainage Board

FROM: Garrett Shafer, E.I.T., Civil Engineer II, Drain Maintenance

SUBJECT: Tribute Drain – Wixom Branch CIPP Lining

DATE: June 25, 2024

On August 28, 2023, a sinkhole complaint was received from the City of Wixom. An investigation, utilizing a closed-circuit TV, found the cause of the sinkhole to be a broken portion of the Wixom Branch of the Tribute Drain. An emergency spot repair replaced approximately 80 feet of pipe.

The Wixom Branch of the Tribute Drain contains approximately 1,300 feet of pipe that is past its useful service life and should be rehabilitated. Staff prepared a scope of work and solicited pricing from three existing as-needed contractors that have the capabilities to provide cured in place piping necessary to rehabilitate some of the pipe segments. DVM Utilities Inc., a Sterling Heights-based company, provided a cost-effective and complete proposal to perform the work. WRC staff have prepared the attached project budget to perform the repairs to be funded by a future project assessment.

Requested Action: Authorize DVM Utilities Inc. to proceed with services outlined in its May 2, 2024 proposal for a not-to-exceed price of \$100,000 based on its existing as-needed services contract No. 008744, and approve a project budget of \$149,875.

TRIBUTE DRAIN - WIXOM BRANCH CIPP LINING
ESTIMATE OF PROJECT COSTS
REVISED: JUNE 18, 2024

	Project Costs
1) Contracted Services: Construction Cost	
a Constuction Cost (per quote - including traffic control)	\$ 100,000
b Contingent Spot Repair Budget	\$ 20,000
Subtotal Construction Cost	\$ 120,000
2) Engineering Consultants	
a Design Phase	
b Construction Administration, Inspection, Surveying	
c Scheduling Consultant for Large Projects	
d Any Special Serv. - Geo-Tech - Dewatering - Bypass Pumping Design	
e	
f	
Subtotal Engineering Consultants	\$ -
3) Legal & Financial	
a Easements	
b Legal Costs	
c Financial Consultant (For Bond Sale Only) TBD	
d Bond Counsel (Bond Issue Only) TBD	
e OCIP Insurance	
f Official Statement	
g Wetland Mitigation	
Subtotal Legal & Financial	\$ -
4) County Services:	
a Administration & General (ADM)	\$ 1,000
b Engineering (ENG)	\$ 10,000
c Right-Of-Way (ROW)	\$ 2,000
d Construction Inspection (INS)	\$ 3,250
e GIS Mapping (ADM)	
f Operation Staff (STD) (Shutdowns, Training New Facilities, etc.)	
g Survey (SUR)	
Subtotal County Services	\$ 16,250
Project Subtotal	\$ 136,250
5) 10% Construction Contingency	\$ 13,625
6) Less Anticipated Grant Funds	\$ -
7) Total Project Cost	\$ 149,875

Send completed estimate to Fiscal Services to be loaded in CIP People Soft Budget Report



6045 Sims Dr., Suite 2,
 Sterling Heights, MI 48313
 Direct: 248-930-8524
 Ph: 586-979-0402
 Fax: 586-979-8295
 Email: kbates@dvmutilities.com

PROPOSAL

To: Geoff Wilson, P.E.
 Oakland County Water Resources Commission

Project: Misc. Storm Conduit Rehab Projects

ITEM	QTY	DESCRIPTION	UNIT PRICE	UNIT MEASURE	LINE TOTAL
1	1	Oak Knob Drain Conduit Rehabilitation a. Lahser Road 20" x 12mm (17 ft) b. W. Long Lake 18" x 10.5mm (170 ft)	\$34,500.00	LS	\$34,500.00
2	1	Otter Drain Conduit Rehabilitation a. Candlestick Dr. 18" x 10.5mm (150 ft)	\$25,500.00	LS	\$25,500.00
3	1	Pontiac Creek Ext. Drain Rehabilitation a. Watkins Lake 15" x 7.5mm (485 ft)	\$36,500.00	LS	\$36,500.00
4	1	Caddell Drain Rehabilitation a. Valley Creek 36" x 22" (340 ft) b. ***30" x 16.5mm CIPP Liner***	\$72,000.00	LS	\$72,000.00
5	1	Prince Drain 1 & 2 a. Lakeville Rd 16" x 7.5mm (785 ft) b. Lakeville Rd 16" x 7.5mm (1,001 ft)	\$128,000.00	LS	\$128,000.00
6	1	Tribute Drain Rehabilitation a. N. Wixom Rd 12" x 7.5mm (1317 ft) b. INCLUDES TRAFFIC CONTROL	\$89,500.00	LS	\$89,500.00
SUBTOTAL					
SALES TAX					Included
TOTAL					

LEGEND: LS= Lump Sum, LF=Linear Feet, EA=Each,

General Notes & Conditions

- Cost includes MOB/DEMOB.
- Permits and Bonds are NOT included.
- Price includes cleaning of the conduits.
- **Price includes use of Vericure liner curing monitoring.**
- **Price includes PE stamped CIPP liner designs.**
- **Price includes CIPP structural testing.**
- **Price includes traffic control.**
- Price assumes owner will assist with supply water for cleaning and rehab operations.
- Erosion and sediment control is NOT included.
- Site restoration is included.
- **Price does NOT include major bypass and will be performed during dry weather only.**
- **Disposal of contaminated material is NOT included.**

Submitted by: KARL J BATES III

Acceptance of this proposal will bind each party into an agreement. Authorized representative from both parties will sign and date this agreement to abide by the above said terms and conditions.

D.V.M. Utilities, Inc.

Authorized signature: _____

Authorized signature: _____

Printed: _____

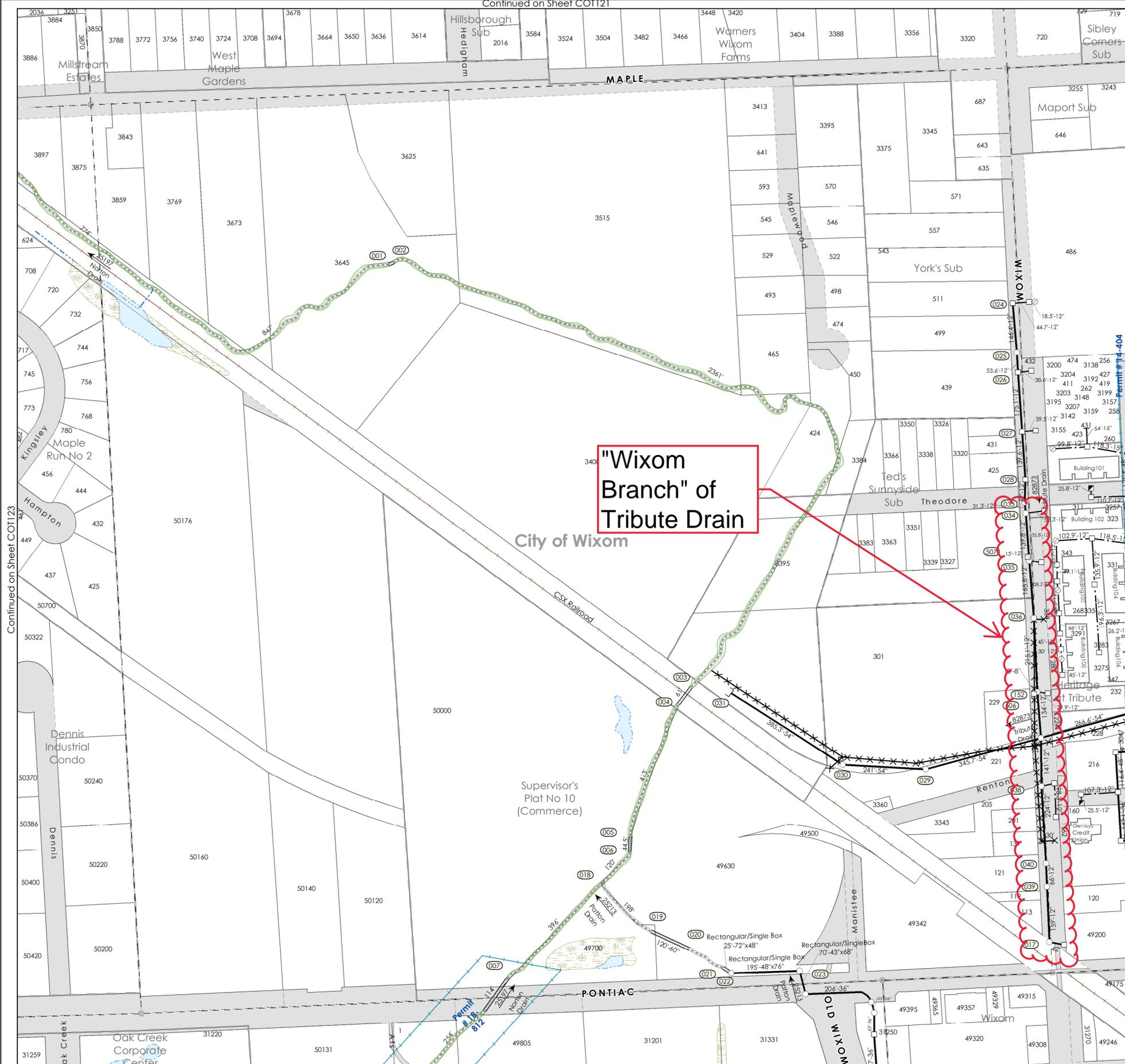
Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____



"Wixom Branch" of Tributary Drain

Continued on Sheet COT127

Continued on Sheet COT123

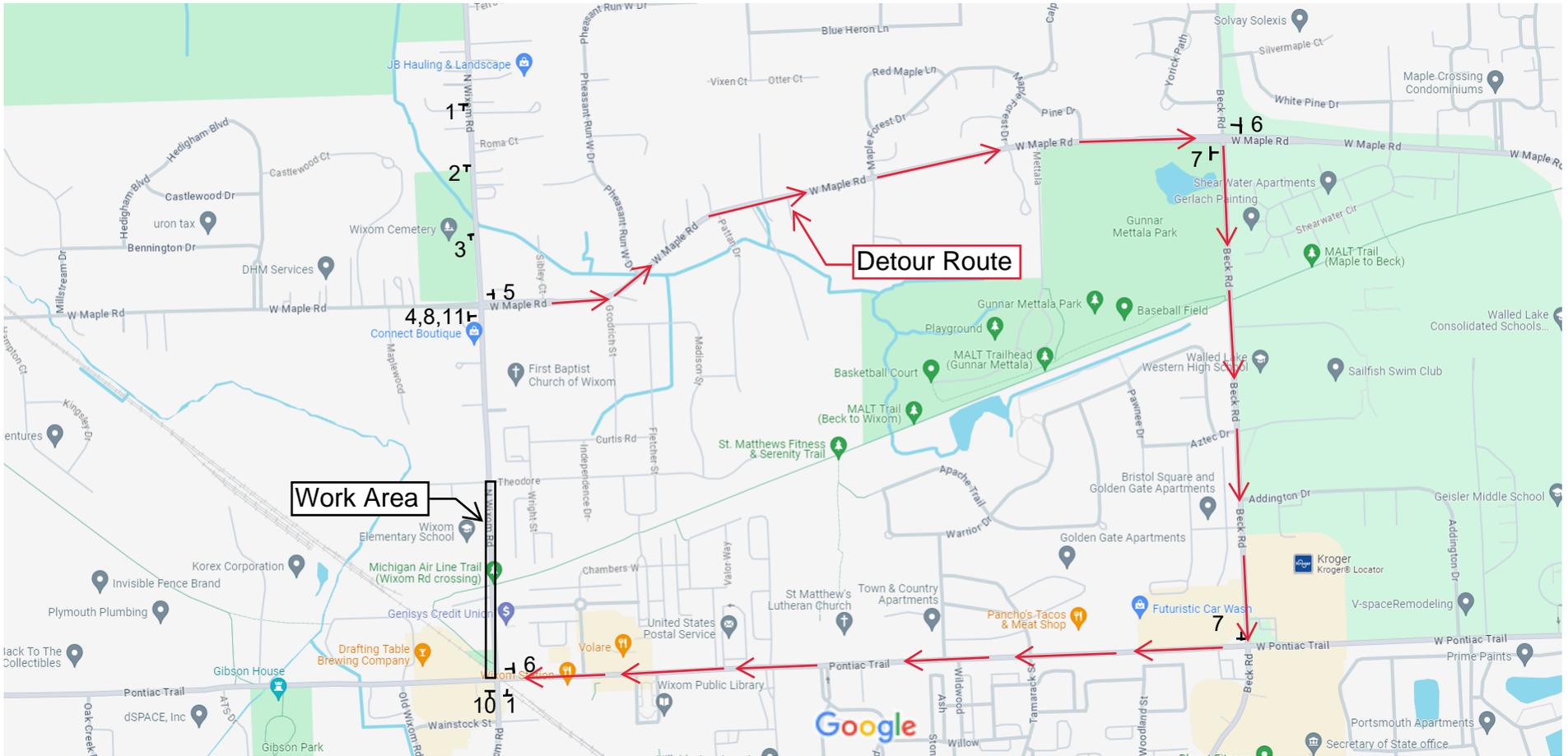
DISCLAIMER:
The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

TRIBUTARY DRAIN

One Public Works Drive
Building 95 West
Waterford, Michigan
48328-1907



STORM DRAIN LEGEND		
Storm Gravity Pipe	Combined Non-Gravity Main	Pipe Outlet w/ End Section
Online Storm Pipe	Comb FM Interceptor	Pipe Outlet w/ Headwall
Online Storm Culvert	Comb FM Trunk	Access Manhole
Prop Storm Pipe / Culvert	Aband Comb FM Interceptor	Access Point
Aband Storm Pipe / Culvert	Aband Comb FM Trunk	Air Release Valve
Private / Maintained by Others	Aband Comb FMPS Trunk or Lateral	Cleanout
Non WRC Culvert	Aband Comb FMPS Lateral	Bulkhead or Cap
Virtual Drain Line	Private or Maint. by Others Comb FMPS	Increase / Reducer
Artificial Hydro Pathway	Open Storm Features	Barrel Tap, TSV, or Blind Connection
Virtual Combined Line	Aband Channel	No Access Chamber
Storm Drain Proposed Project	Channel	Restrictor / Office
Large pipe	Splway	West
Private Large Pipe	Stream / River	Div
Retention/Detention Vault/Basin	Sediment Basin; Silt/Basin	REG
Private Retention/Detention Vault/Basin	WRC Retention/Detention Basin	DAM
Storm Siphons	WRC Channel	Standard Manhole / Access Point
Online Siphon	WRC Lake Level	Built Over Line MH
Prop Siphon	Non WRC Lake/Pond or Stream/River	Junction Chamber
Private Siphon	Non WRC Swamp / Marsh	Siphon
Aband Siphon		Standard Inlet
Storm Force Main		Catch Basin
Online Force Main		Inlet w/ End Section
Prop Force Main		Yard Inlet
Aband Force Main		Rear Yard Catch Basin
Private / Maintained by Others		Leaching Basin
Storm Drain Permit Location		Field/Trench Drain, NOT WRC
		Roof Drain, NOT WRC
		Inlet w/ Headwall
		Severed Utility Crossing





PROPOSED TRAFFIC CONTROL

<p>THIS IS A 'RECOMMENDED GUIDE' FOR TRAFFIC CONTROL ONLY. THIS DOCUMENT SHALL BE APPROVED BY THE OWNER OF THE AFFECTED RIGHT OF WAY. HOLDER OF THIS DOCUMENT AGREES TO ASSUME ALL RISKS AND HOLD HARMLESS GIVE 'EM A BRAKE SAFETY AND ITS EMPLOYEES FROM ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY CAUSED BY OR ARISING OUT OF USE OF THIS DOCUMENT</p>	<p>ALL TRAFFIC CONTROL DEVICES AND THEIR USAGE SHALL CONFORM TO THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), 2011 EDITION. IN ADDITION TO THIS, ALL TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL MEET THE REQUIREMENTS OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) 'QUALITY STANDARDS FOR WORK ZONE TRAFFIC CONTROL DEVICES'-1992</p>
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11. Joseph Jones Drain

AGENDA

DRAINAGE BOARD FOR THE JOSEPH JONES DRAIN

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of February 27, 2024
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$20,568
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$17,671.85
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

February 27, 2024

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 27th day of February 2024.

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 December 19, 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 memorandum from Sarah Stoolmiller, P.E., Civil Engineer III, dated February 27, 2024, requesting the Board award the engineering services contract to Drummond Carpenter, PLLC, for a not-to-exceed price of \$87,752 and authorize a budget of \$17,000 for project administration of the Oakland Park – Green Infrastructure Improvement Project was presented. It was moved by Markham, supported by Woodward, to award the engineering services contract to Drummond Carpenter, PLLC, for a not-to-exceed price of \$87,752 and authorize a budget of \$17,000 for project administration of the Oakland Park – Green Infrastructure Improvement Project as presented.

ADOPTED: Yeas - 3
Nays - 0

A memorandum from Sarah Stoolmiller, P.E., Civil Engineer III, dated February 27, 2024, requesting the Board award the engineering services contract to Geosyntec Consultants, Inc. for a not-to-exceed price of \$150,978 and authorize a budget of \$19,000 for project administration of the Perry Park – Green Infrastructure Improvement Project was presented. It was moved by Markham, supported by Woodward, to award the engineering services contract to Geosyntec Consultants, Inc. for a not-to-exceed price of \$150,978 and authorize a budget of \$19,000 for project administration of the Perry Park – Green Infrastructure Improvement Project 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.

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 27th day of February 2024, 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.

Jim Nash, Chairperson

Dated: February 27, 2024

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Joseph Jones Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2024 through 2026

Date last assessment approved:	07/27/21	
Last Assessment:		\$16,600
Current Available Cash*:		(\$4,068)

Expenditure History:	Fiscal Year	Amount
	2017	\$6,525
	2018	\$4,254
	2019	\$4,847
	2020	\$4,193
	2021	\$3,948
	2022	\$6,014
	2023	\$11,374

Estimated Expenditures:	Year	Amount
	2024	\$5,500
	2025	\$5,500
	2026	\$5,500
	Total	\$16,500

Recommended Assessment:

Current Cash Deficit	\$4,068
Total Anticipated Expenses 2024 - 2026	\$16,500

TOTAL RECOMMENDED ASSESSMENT \$20,568

Prepared by: Andrea Craft Date: 06/14/2024
 Andrea Craft - Senior Engineering Systems Coordinator

Approved by: _____ Date: _____
 Geoff Wilson, P.E. - Chief Engineer

Approved by: _____ Date: _____
 Gary Nigro, P.E. - Manager

Note: Current Available Cash as of April 30, 2024, Fiscal Services Division Report.
 *(Less \$400 previously collected for special maintenance expenses, but not yet spent)

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE
OF THE JOSEPH JONES DRAIN**

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Pontiac	100.000%	\$ 20,568.00	\$ 20,568.00	-	-
Total	100.000%	\$ 20,568.00	\$ 20,568.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 10/12/1993.

Assessment Payment Due Date(s): Payment #1 07/31/2024

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Joseph Jones Drain for the fiscal years 2024- 2026 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Joseph Jones Drain

The foregoing Special Assessment Roll for the maintenance of the Joseph Jones Drain was approved by the Drainage Board on _____.

Jim Nash
Chairman of the Drainage Board for the Joseph Jones Drain

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the JOSEPH JONES DRAIN - (Construction Fund)

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

DATE: June 25, 2024

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

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
5/30/2024	V # SINV00264190	Drummond Carpenter PLLC	Invoice # 4925 - Contracted Services - Proj 1-7603	\$ 13,668.50
			Total Project 1-7603	\$ 13,668.50
5/30/2024	V # SINV00264191	Geosyntec Consultants of Michigan	Invoice # 187557874 - Contracted Services - Proj 1-7604	\$ 4,003.35
			Total Project 1-7604	\$ 4,003.35
			Total	\$ 17,671.85

**12. Pontiac-Clinton River
Drain No. 2**

AGENDA

DRAINAGE BOARD FOR THE PONTIAC-CLINTON RIVER DRAIN NO. 2

June 25, 2024

1. Call meeting to order
2. Approve minutes of meeting of July 27, 2021
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$22,289
5. Other business
6. Approve pro rata payment to Drainage Board Members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE PONTIAC-CLINTON RIVER NO. 2 DRAIN**

July 27, 2021

A meeting of the Drainage Board for the Pontiac-Clinton River No. 2 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 27th day of July, 2021.

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 23, 2018 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$13,328 for the Pontiac-Clinton River No. 2 Drain (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$13,328 as presented.

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.



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 Pontiac-Clinton River No. 2 Drain, Oakland County, Michigan, held on the 27th day of July, 2021, 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 Pontiac-Clinton River No. 2 Drain.



Jim Nash, Chairperson

Dated: July 27, 2021

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Pontiac-Clinton River No. 2 Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2024 through 2026

Date last assessment approved:	07/27/21	
Last Assessment:		\$13,328
Current Available Cash:		(\$9,389)

Expenditure History:	Fiscal Year	Amount
	2017	\$992
	2018	\$2,099
	2019	\$3,779
	2020	\$4,296
	2021	\$5,222
	2022	\$10,383
	2023	\$6,167

Estimated Expenditures:	Year	Amount
	2024	\$4,300
	2025	\$4,300
	2026	\$4,300
	Total	\$12,900

Recommended Assessment:

Current Cash Deficit		\$9,389
Total Anticipated Expenses 2024 - 2026		\$12,900

TOTAL RECOMMENDED ASSESSMENT		\$22,289
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Prepared by: Andrea Craft Date: 06/14/2024
 Andrea Craft - Senior Engineering Systems Coordinator

Approved by: _____ Date: _____
 Geoff Wilson, P.E. - Chief Engineer

Approved by: _____ Date: _____
 Gary Nigro, P.E. - Manager

Note: Current Available Cash as of April 30, 2024, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE
OF THE PONTIAC-CLINTON RIVER NO. 2 DRAIN**

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Pontiac	97.68733%	\$ 21,773.53	\$ 21,773.53	-	-
Road Commission for Oakland County on account of drainage to county highways	0.01384%	\$ 3.08	\$ 3.08	-	-
State of Michigan	2.29883%	\$ 512.39	\$ 512.39	-	-
Total	100.000%	\$ 22,289.00	\$ 22,289.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 10/15/1965.

Assessment Payment Due Date(s): Payment #1 07/31/2024

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Pontiac-Clinton River No. 2 Drain for the fiscal years 2024- 2026 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Pontiac-Clinton River No. 2 Drain

The foregoing Special Assessment Roll for the maintenance of the Pontiac-Clinton River No. 2 Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Pontiac-Clinton River No. 2 Drain