

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

1. Drainage District Policy
2. Acacia Park CSO Drain
3. Birmingham CSO Drain
4. Bloomfield Village CSO Drain
5. City of Pontiac Wastewater Treatment Facility
6. Clinton River Water Resource Recovery Facility
7. George W. Kuhn Drain
8. Case Drain
9. Hampton Drain
10. Johnson Drain
11. Law Drain
12. Lynn D Allen Drain
13. Rewold Drain
14. Borden Drain
15. McCulloch Drain
16. Perinoff Drain
17. Wilmont Drain
18. Evergreen- Farmington Sanitary Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE IN THE OAKLAND COUNTY PUBLIC WORKS BUILDING, ONE PUBLIC WORKS DRIVE, WATERFORD, MICHIGAN AND VIA MICROSOFT TEAMS AT 2:00 P.M., ON **TUESDAY, JANUARY 25, 2022** TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAIN BOARDS. THOSE THAT WISH TO PARTICIPATE REMOTELY MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE. ALL BOARD MEMBERS WILL BE PARTICIPATING IN-PERSON.

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

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

Posted by: January 19, 2022

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# Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 248-333-6396,416606148#](#) United States, Pontiac

Phone Conference ID: 416 606 148#

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**Chapter 20 Drainage Board Meeting**  
**Regular Meeting – Tuesday, January 25, 2022**

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**1. Drainage District Policy**

## **AGENDA**

### **DRAINAGE BOARD FOR POLICY MATTERS**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of November 16, 2021
3. Public Comments
4. Meadowbrook insurance renewal proposal and approval of invoice
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn



**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR POLICY MATTERS**

November 16, 2021

A meeting of the Drainage Board for Policy Matters 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 16<sup>th</sup> of November, 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 September 21, 2021 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.

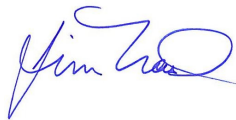
The proposed Chapter 20 meeting dates for 2022 (as attached) were presented. It was moved by Markham, supported by Nash, to approve the proposed 2022 Chapter 20 meetings dates as presented.

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.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for Policy Matters, Oakland County, Michigan, held on the 16<sup>th</sup> day of November, 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 Policy Matters.



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Jim Nash, Chairperson

Dated: November 16, 2021



# The Water Resources Commissioner of Oakland County

*Building 95 West, One Public Works Drive, Waterford, MI 48328*

## Proposal for Property Insurance

**01/25/2022**

*to*

**01/25/2023**

*(as of 1/7/2021)*

*Sal Saputo, Executive Vice President*  
 **MEADOWBROOK**  
INSURANCE AGENCY.  
[www.meadowbrookagency.com](http://www.meadowbrookagency.com)

# The Water Resources Commissioner of Oakland County

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# Meadowbrook Insurance Agency

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## MISSION STATEMENT

Global, Innovative, Architect of Risk Management Solutions for our Clients

## MANTRA

Urgency.....Integrity.....Solutions

Meadowbrook is proud to be affiliated with the following charitable organizations.



# The Water Resources Commissioner of Oakland County

## Meadowbrook Agency Service Team

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### GENERAL INFORMATION

toll free - 800 / 482-2726  
switchboard/after hours: 248 / 358-1100  
website: [www.meadowbrook.com](http://www.meadowbrook.com)

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### PRODUCER

Sal Saputo  
Executive Vice President  
tel - 248 / 204-8163  
cell -248 / 943-1317  
e-mail: [ssaputo@meadowbrook.com](mailto:ssaputo@meadowbrook.com)

### MARKETING

Patrick Kennedy  
Account Executive  
tel - 248 / 204-6161  
e-mail: [patrick.kennedy@meadowbrook.com](mailto:patrick.kennedy@meadowbrook.com)

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### PRIMARY CONTACT

Phillip Anderson  
Account Manager  
tel - 248 / 204-8569  
e-mail: [Phillip.Anderson@meadowbrook.com](mailto:Phillip.Anderson@meadowbrook.com)

### BACK UP CONTACT

Michele Opie, CIC  
Account Manager  
tel - 248 / 204-8215  
e-mail: [michele.opie@meadowbrook.com](mailto:michele.opie@meadowbrook.com)

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### GROUP BENEFITS

David Sheeran, CPA  
President  
Agency Operations  
tel - 248 / 204-8544  
cell - 248 / 361-0084  
e-mail: [dave.sheeran@meadowbrook.com](mailto:dave.sheeran@meadowbrook.com)

### PERSONAL LINES

Kelly Arnold  
Account Manager  
Agency Operations  
tel - 989 / 921-5307  
e-mail: [kelly.arnold@meadowbrook.com](mailto:kelly.arnold@meadowbrook.com)

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### CLAIMS REPORTING

*All claims - except Workers Compensation\**

It is our ongoing mission to provide effective, efficient solutions for your claims servicing needs. In keeping with the goal of offering world-class claims service and enhancing your experience, we've established two new, centralized claims reporting contacts.

**Telephone:**

(888) 965-3527

**Email:**

[Agencyclaims@meadowbrook.com](mailto:Agencyclaims@meadowbrook.com) Workers Compensation claims will continue to be reported directly to your insurance company.

# The Water Resources Commissioner of Oakland County

## Marketing Summary

### 01/25/2022 to 01/25/2023

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	Expiring Chubb Jan 25, 2021-22	Renewal Chubb Jan 25, 2022-23	change
<b>Annual Premium</b>	<b>\$369,928</b>	<b>\$407,601</b>	<b>+10.1%</b>
Terrorism incl.	Yes	Yes	
Total Insured Values (TIV)	264.8M	278.1M	+5%
Rate / \$100 of TIV	.136	.142	+5%
<b>Limits</b>			
Policy – Per Occurrence limit	\$163.1M	\$166.3M	
GWK Retention Basin - note #1	\$100M	\$100M	
<b>Sub-limits</b>			
Earthquake – note #2	\$25M	\$25M	
Flood Zone B&C	\$5M	\$5M	
Flood Zone A	\$2.5M	\$2.5M	
Demolition Coverage	Policy Limit	Policy Limit	
Time Element – 48 hours	\$1M	\$1M	
Extra Expense	\$5M	\$5M	
Loss of Utility services	\$1M	\$1M	
Personal property – any	\$500k	\$500k	
Transit	\$500	\$500	
Debris removal	25% of direct damage loss plus \$1M	25% of direct damage loss plus \$1M	
<b>Deductibles</b>			
Basic Policy	\$250k	\$250k	
GWK	\$5M	\$5M	
Earth Movement	\$250k	\$250k	
Flood – note #3			
Zone C	\$250k/ 24 hours	\$250k/ 24 hours	
Zone B	\$250k/ 48 hours	\$250k/ 48 hours	
Zone A	\$500k/ 72 hours	\$500k/ 72 hours	



# Marketing Summary *(continued)*

## Water Resources Commissioner of Oakland County

### 2022-2023 Marketing Summary

#### Property Coverage

Carrier	Response
Chubb	Proposed
Travelers	Submitted & Declined - Not a market for underground structures and pipe
Liberty (National Property Division)	Submitted & Declined - Not a market for underground structures and pipe
Liberty (Public Entity Division)	Submitted & Declined - Size and Type of operation not a fit for current appetite
Travelers (National Property Division)	Submitted & Declined - Not a market for underground structures and pipe
Travelers (Public Entity Division)	Submitted & Declined - Outside of appetite
The Hartford	Submitted & Declined - Outside of Appetite
Intact Insurance (OneBeacon)	Submitted & Declined - Values too large for appetite

# The Water Resources Commissioner of Oakland County

01/25/2022 to 01/25/2023

## Premium Summary

POLICIES	EXPIRING 2021-2022	PROPOSED 2022-2023
Property Federal Insurance Company	\$369,928	\$407,601
<b>TOTAL</b>	<b>\$369,928</b>	<b>\$407,601</b>

## Premium Payment Plans

**Pay in Full  
Agency Bill**

*This document does not amend, extend, or alter coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page, and any endorsements and discuss them with your Meadowbrook agent. A specimen policy may also be available for your review from the insurance company. Actual policy conditions may be amended by endorsement or state law."*

*Meadowbrook, Inc. strives to place your insurance with financially-sound insurance carriers. There are many financial rating companies who assign credit ratings to participating insurance carriers (i.e., A.M. Best Company). These ratings are the financial rating company's independent opinion about the financial stability of the insurance carrier and, as a result, vary among insurance carriers. Not all insurance carriers choose to be rated by these services. Please be aware of this rating, or lack thereof, for the insurance carrier listed on your proposal. Meadowbrook, Inc. is not responsible for, nor guarantees, the financial solvency of any insurance carrier through which it places your insurance. We are pleased to present this insurance proposal and thank you for the opportunity. We look forward to serving you in the future.*

**Chapter 20 Drainage Board Meeting**  
**Regular Meeting – Tuesday, January 25, 2022**

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**2. Acacia Park CSO**

## **AGENDA**

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

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of December 14, 2021
3. Public Comments
4. Present Memorandum for receive and file of the RTB Capacity Use Credit for the first quarter FY 2022
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$99,276.08
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$9,741.97
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

December 14, 2021

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 14<sup>th</sup> day of December 2021.

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 November 16, 2021 were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

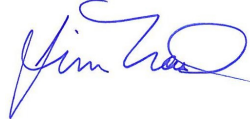
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$36,516.56 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$36,516.56.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



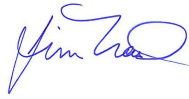
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Acacia Park CSO Drain, Oakland County, Michigan, held on the 14<sup>th</sup> day of December 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 Acacia Park CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: December 14, 2021

TO: Jim Nash, Chairman  
Acacia Park CSO Drainage Board  
Birmingham CSO Drainage Board  
Bloomfield Village CSO Drainage Board

FROM: M. Drew Sandahl, Chief Engineer

SUBJECT: RTB Capacity Use Credit  
First Quarter, FY 2022  
October, November, December 2021

DATE: January 25, 2022

Requested Action: Approve the RTB Capacity Use Credit to the CSO Districts of  
Acacia Park, Birmingham and Bloomfield Village, as listed below:

RTB CAPACITY USE OPERATIONS & MAINTENANCE CREDIT TO CSO DISTRICTS						
REGULATORS CLOSED (Date)	ACACIA PARK CSO TOTAL MCF	ACACIA PARK CREDIT (\$12.33 Per MCF)	BIRMINGHAM CSO TOTAL MCF	BIRMINGHAM CREDIT (\$12.33 Per MCF)	BLOOMFIELD VLG CSO TOTAL MCF	BLOOMFIELD VLG CREDIT (\$12.33 Per MCF)
10/25/21 - 10/25/21	43.2	\$ 532.66	124.5	\$ 1,535.09	52.5	\$ 647.33
	0.0	\$ -	0.0	\$ -	0.0	\$ -
<b>Total Credit Q1, FY 2022:</b>		<b>\$ 532.66</b>		<b>\$ 1,535.09</b>		<b>\$ 647.33</b>

Approved by: M. Drew Sandahl

Date: 1/20/2022

c: Olivia Olsztyn-Budry: [Oolsztyn-Budry@bloomfieldtwp.org](mailto:Oolsztyn-Budry@bloomfieldtwp.org)  
Jim Surhigh: [cityengineer@bhamgov.org](mailto:cityengineer@bhamgov.org)  
Karyn Stickel: [Kstickel@hrc-eng.com](mailto:Kstickel@hrc-eng.com)

Interoffice:

J. Ragle  
B. Coburn  
S. Korth  
G. Nigro  
K. Smith  
B. Reyes-Mezza

Prepared by: A. Craft

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

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

**DATE:** January 25, 2022

**SUBJECT:** Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund for the period ending January 15, 2022.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
10/31/21	JE# 371110	October 2021 Storm Water Flow Charges	\$33,269.58
11/30/21	JE# 372947	November 2021 Storm Water Flow Charges	33,269.58
12/31/12	JE# 374767	December 2021 Storm Water Flow Charges	33,269.58
		1st Qtr - FY-2022 RTB Capacity Use (O & M Credit)	<b>(\$532.66)</b>
			<u><u>\$99,276.08</u></u>



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

FROM: Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting



DATE: January 25, 2022

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 January 14, 2022

G/L Date	Ref No.	Paid To	For	Amount
12/10/2021	V # 1574153	State of Michigan	Invoice # 10666358 - NPDES Annual Permit Fee	\$ 6,000.00
				<b>Total</b> \$ 6,000.00
1/9/2022	V # 1579625	ICS Integration Services LLC	Invoice # 2259 - Contracted Services	\$ 3,741.97
			<b>Project # 1-3467 Subtotal</b>	<b>\$ 3,741.97</b>
			<b>Grand Total</b>	<b>\$ 9,741.97</b>

### **3. Birmingham CSO**

## **AGENDA**

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

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of December 14, 2021
3. Public Comments
4. Present Memorandum for receive and file of the RTB Capacity Use Credit for the first quarter FY 2022
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$102,051.16
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$15,728.02
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

December 14, 2021

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 14<sup>th</sup> day of December 2021.

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 November 16, 2021 were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

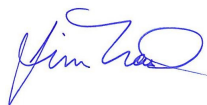
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,860.01 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,860.01.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



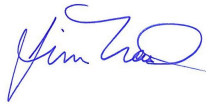
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Birmingham CSO Drain, Oakland County, Michigan, held on the 14<sup>th</sup> day of December 14, 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 Birmingham CSO Drain Drainage District.



---

Jim Nash, Chairperson

Dated: December 14, 2021

TO: Jim Nash, Chairman  
Acacia Park CSO Drainage Board  
Birmingham CSO Drainage Board  
Bloomfield Village CSO Drainage Board

FROM: M. Drew Sandahl, Chief Engineer

SUBJECT: RTB Capacity Use Credit  
First Quarter, FY 2022  
October, November, December 2021

DATE: January 25, 2022

Requested Action: Approve the RTB Capacity Use Credit to the CSO Districts of  
Acacia Park, Birmingham and Bloomfield Village, as listed below:

RTB CAPACITY USE OPERATIONS & MAINTENANCE CREDIT TO CSO DISTRICTS						
REGULATORS CLOSED (Date)	ACACIA PARK CSO TOTAL MCF	ACACIA PARK CREDIT (\$12.33 Per MCF)	BIRMINGHAM CSO TOTAL MCF	BIRMINGHAM CREDIT (\$12.33 Per MCF)	BLOOMFIELD VLG CSO TOTAL MCF	BLOOMFIELD VLG CREDIT (\$12.33 Per MCF)
10/25/21 - 10/25/21	43.2	\$ 532.66	124.5	\$ 1,535.09	52.5	\$ 647.33
	0.0	\$ -	0.0	\$ -	0.0	\$ -
<b>Total Credit Q1, FY 2022:</b>		<b>\$ 532.66</b>		<b>\$ 1,535.09</b>		<b>\$ 647.33</b>

Approved by: M. Drew Sandahl

Date: 1/20/2022

c: Olivia Olsztyn-Budry: [Oolsztyn-Budry@bloomfieldtwp.org](mailto:Oolsztyn-Budry@bloomfieldtwp.org)  
Jim Surhigh: [cityengineer@bhamgov.org](mailto:cityengineer@bhamgov.org)  
Karyn Stickel: [Kstickel@hrc-eng.com](mailto:Kstickel@hrc-eng.com)

Interoffice:

J. Ragle  
B. Coburn  
S. Korth  
G. Nigro  
K. Smith  
B. Reyes-Mezza

Prepared by: A. Craft

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

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



**DATE:** January 25, 2022

**SUBJECT:** Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund for the period ending January 15, 2022.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
10/31/21	JE# 371110	October 2021 Storm Water Flow Charges	\$34,528.75
11/30/21	JE# 372947	November 2021 Storm Water Flow Charges	34,528.75
12/31/12	JE# 374767	December 2021 Storm Water Flow Charges	34,528.75
		1st Qtr - FY-2022 RTB Capacity Use (O & M Credit)	<b>(\$1,535.09)</b>
			<u><u>\$102,051.16</u></u>

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

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



**DATE:** January 25, 2022

**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 January 14, 2022

<u>G/L Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
12/10/2021	V # 1574151	State of Michigan	Invoice # 10666363 - NPDES Annual Permit Fee	\$ 6,000.00
12/9/2021	V # 1573938	Shaw Systems & Integration	Invoice # 910003314 - Contracted Services	1,516.05
			<b>Subtotal</b>	<u>\$ 7,516.05</u>
	TBP	Hubbell Roth Clark Inc	Invoice # 0193482 - Contracted Services - 12/25/21	\$ 4,470.00
			<b>Subtotal Project # 1-3495</b>	<u>\$ 4,470.00</u>
1/9/2022	V # 1579625	ICS Integration Services LLC	Invoice # 2259 - Contracted Services	3,741.97
			<b>Subtotal Project # 1-3500</b>	<u>\$ 3,741.97</u>
			<b>Total</b>	<u>\$ 15,728.02</u>



**Chapter 20 Drainage Board Meeting**  
**Regular Meeting – Tuesday, January 25, 2022**

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**4. Bloomfield Village CSO**

## **AGENDA**

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

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of December 14, 2021
3. Public Comments
4. Present Memorandum for receive and file of the RTB Capacity Use Credit for the first quarter FY 2022
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$135,233.68
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$15,337.65
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

December 14, 2021

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 14<sup>th</sup> day of December 2021.

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 November 16, 2021 were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

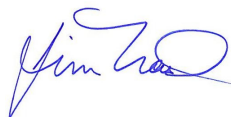
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$61,205.72 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$61,205.72.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



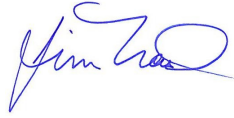
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 14<sup>th</sup> day of December 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 Bloomfield Village CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: December 14, 2021

# MEMORANDUM

**TO:** Jim Nash, Chairman  
Acacia Park CSO Drainage Board  
Birmingham CSO Drainage Board  
Bloomfield Village CSO Drainage Board

**FROM:** M. Drew Sandahl, Chief Engineer

**SUBJECT:** RTB Capacity Use Credit  
First Quarter, FY 2022  
October, November, December 2021

**DATE:** January 25, 2022

**Requested Action:** Approve the RTB Capacity Use Credit to the CSO Districts of  
Acacia Park, Birmingham and Bloomfield Village, as listed below:

RTB CAPACITY USE OPERATIONS & MAINTENANCE CREDIT TO CSO DISTRICTS						
REGULATORS CLOSED (Date)	ACACIA PARK CSO TOTAL MCF	ACACIA PARK CREDIT (\$12.33 Per MCF)	BIRMINGHAM CSO TOTAL MCF	BIRMINGHAM CREDIT (\$12.33 Per MCF)	BLOOMFIELD VLG CSO TOTAL MCF	BLOOMFIELD VLG CREDIT (\$12.33 Per MCF)
10/25/21 - 10/25/21	43.2	\$ 532.66	124.5	\$ 1,535.09	52.5	\$ 647.33
	0.0	\$ -	0.0	\$ -	0.0	\$ -
<b>Total Credit Q1, FY 2022:</b>		<b>\$ 532.66</b>		<b>\$ 1,535.09</b>		<b>\$ 647.33</b>

Approved by: M. Drew Sandahl

Date: 1/20/2022


c: Olivia Olsztyn-Budry: [Oolsztyn-Budry@bloomfieldtwp.org](mailto:Oolsztyn-Budry@bloomfieldtwp.org)  
Jim Surhigh: [cityengineer@bhamgov.org](mailto:cityengineer@bhamgov.org)  
Karyn Stickel: [Kstickel@hrc-eng.com](mailto:Kstickel@hrc-eng.com)

Interoffice:

J. Ragle  
B. Coburn  
S. Korth  
G. Nigro  
K. Smith  
B. Reyes-Mezza

Prepared by: A. Craft

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

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

**DATE:** January 25, 2022

**SUBJECT:** Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund for the period ending January 15, 2022.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
10/31/21	JE# 371110	October 2021 Storm Water Flow Charges	\$45,293.67
11/30/21	JE# 372947	November 2021 Storm Water Flow Charges	45,293.67
12/31/12	JE# 374767	December 2021 Storm Water Flow Charges	45,293.67
		1st Qtr - FY-2022 RTB Capacity Use (O & M Credit)	<b>(\$647.33)</b>
			<u><u>\$135,233.68</u></u>

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

FROM: Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

DATE: January 25, 2022

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 January 14, 2022

G/L Date	Ref No.	Paid To	For	Amount
12/31/2021	Dec 2021 Pcard	Grainger	Pcard - Materials and Supplies	\$ 1,343.59
	TBP	ICS Integration Services LLC	Invoice # 2262 - Contracted Services	4,251.00
12/10/2021	V # 1574150	State of Michigan	Invoice # 10666753 - NPDES Annual Permit Fee	6,000.00
			<b>Total</b>	<b>\$ 11,594.59</b>
1/9/2022	V # 1579625	ICS Integration Services LLC	Invoice # 2259 - Contracted Services	\$ 3,743.06
			<b>Project # 1-3505 Subtotal</b>	<b>\$ 3,743.06</b>
			<b>Total</b>	<b>\$ 15,337.65</b>

**5. City of Pontiac**  
**Wastewater Treatment Facility**



## **AGENDA**

### **DRAINAGE BOARD FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of November 26, 2019
3. Public Comments
4. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated January 25, 2022 requesting the Board to authorize the transfer of \$500,000 from the Drainage District to the Clinton River Water Resource Recovery Facility
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**

November 26, 2019

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 26<sup>th</sup> day of November, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held August 27, 2019 were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Woodward, supported by Nash to adopt staff's recommendation to authorize appropriate legal steps to terminate the lease and remove Bedrock Express LTD. from the premises and retain the services of a collection agency, currently under contract with the county, to recoup all past due amounts owing along with any past due rents, interest, and penalties in addition to the penalty associated with the failure to remove debris and reduce the premises to a level grade. Attorney John Basch advised the Board that since the time the recommendation was drafted and placed on the Board's agenda, Bedrock Express, LTD. had paid the past due rent through the end of the year. He also advised the Board that the remaining interest and services charges of \$5,151.56 of the rent along with the \$16,934 penalty for failure to restore the premises had not been paid. He indicated further that two previous extensions of six months each had been granted and, on both occasions, the penalty had been waived. He recommended that the penalty not be waived a third time. Eric Wilson, the attorney who represents Bedrock Express, LTD. addressed the Board. He asked that the \$16,934 penalty be waived, and another six-month extension be granted. After discussion, Woodward amended his initial motion to include the following provisions:

1. Grant another six-month extension
2. Reduce the penalty by half from \$16,934 to \$8,467
3. Require that the \$8467 penalty and the past due interest of \$5,151.56 be paid by December 31, 2019

4. Double the \$16,934 penalty to \$33,868 if the cleanup is not completed by July 1, 2020
5. If the penalty is imposed, Bedrock would receive a credit of \$8,467
6. Monthly rent for lease area "A" will continue through 2020 at the current \$2,352 rate.

Nash supported the motion as amended.

ADOPTED: Yeas - 2  
Nays - 0

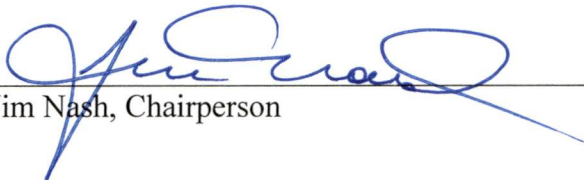
Chairperson Nash asked if there were any public comments. There were none.

ADOPTED: Yeas - 2  
Nays - 0

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

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
Jim Nash, Chairperson



The top photo shows the soil and debris as it appeared on August 30, 2017 which illustrates the condition of the area when the contract was signed on January 1, 2018. The bottom photo depicts the state of the premises as it appeared on November 26, 2019 and shows some progress in the remediation of the area to a level grade.



August 30, 2017



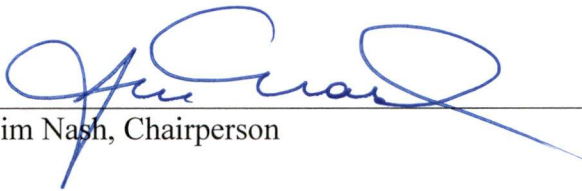
November 26, 2019



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 of the City of Pontiac Wastewater Treatment Facility, Oakland County, Michigan, held on the 26<sup>th</sup> day of November, 2019, 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 of the City of Pontiac Wastewater Treatment Facility Drainage District.



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Jim Nash, Chairperson

Dated: December 4<sup>th</sup>, 2019

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

**TO:** Jim Nash, Chairman  
City of Pontiac Wastewater Treatment Facility Drainage Board

**FROM:** Razik Alsaigh, Engineer III

**SUBJECT:** Transfer of Funds

**DATE:** January 25, 2022

At its November 2017 meeting, the Board entered into an agreement with the Clinton River Water Resource Recovery Facility Drainage District (CRWRRFDD) for Operation and Management of the facility in compliance with the National Pollutant Discharge Elimination System Permit No. MI0023825.

Item 4 of the agreement reads as follows:

*A transfer of funds from the Pontiac District to the Clinton River District shall be presented to the Drainage Board of each Party prior to the effective date of the 2018 assessments in the amount residing in the Pontiac District fund equity as agreed by the Chairperson of each such Drainage Board, to enable the Clinton River District to operate and maintain the Pontiac Facility on behalf of the Pontiac District as set forth in this Agreement.*

At the September 2018 meeting, the Board authorized the transfer of \$7,391,248.88 to the CRWRRFDD. As part of the transfer, \$1,000,000 was left in the City of Pontiac Wastewater Treatment Facility Drainage District (COPWWTFDD) fund to complete miscellaneous remaining projects, including close-out documentation and punch list items.

In early 2020, most of the project closeout work was completed, and additional revenue from insurance claims and rental properties have been deposited into the fund. The fund balance in early 2020 was around \$2,000,000. In March 2020 the two Drainage Boards approved \$1,500,000 to be transferred from the COPWWTFDD to the CRWRRFDD.

Since March 2020, the remaining miscellaneous COPWWTFDD projects closeout are completed, and costs are paid. Accordingly, it was recommended to the COPWWTFDD Board that \$500,000 be transferred from the COPWWTFDD to the CRWRRFDD.

**Requested Action: Authorize the transfer of \$500,000 from the COPWWTFDD to the CRWRRFDD.**

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

## **AGENDA**

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

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of December 14, 2021
3. Public Comments
4. Present Memorandum from Carrie Cox, Chief Engineer, and Mike Daniels, Chief WRC Water Resource Recovery, Clinton River WRRF, dated January 25, 2022, requesting the Board receive and file the 2022 Drainage District Asset Management Plan
5. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated January 25, 2022 requesting the Board to accept the transfer of \$500,000 from the City of Pontiac Wastewater Treatment Facility to the Drainage District
6. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated January 25, 2022 requesting the Board to approve the contract between the Drainage District and Andritz Separation Inc. in the amount of \$228,229.10 for centrifuge preventive maintenance and as-needed repair and authorize the Chairperson to sign the contract
7. Present memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated January 25, 2022 to approve final reserve payment for the Drainage District Administration Building Renovation and Addition Project in the amount of \$1,814.20 be issued to Frank Rewold and Sons, Inc.
8. Present request for Board approval of payment of invoices and/or reimbursement from the Construction Fund in the amount \$15,320.46
9. 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 \$318,871.39
10. Other business
11. Approve pro rata payment to Drainage Board members
12. Adjourn



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

December 14, 2021

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 14<sup>th</sup> day of December, 2021.

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 November 16, 2021 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.

Change Order No.1 for Frank Rewold and Son, Inc. for a net decrease in the amount of \$10,072.97 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve Change Order No.1 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount \$37,988.41 (as attached) was presented. It was moved by Markham, supported by Woodward, that the invoices in the amount of \$37,988.41 be paid as presented.

ADOPTED: Yeas - 3  
Nays - 0

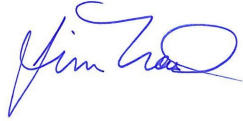
A request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$197,531.57 (as attached) was presented. It was moved by Markham, supported by Woodward, that the invoices in the amount of \$197,531.57 be paid as presented.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



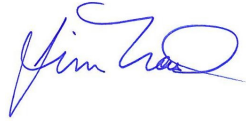
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 14<sup>th</sup> day of December 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 Clinton River Water Resource Recovery Facility.



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Jim Nash, Chairperson

Dated: December 14, 2021

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

**TO:** Jim Nash, Chairman  
Drainage Board for the Clinton River Water Resource Recovery Facility (CRWRRF)

**FROM:** Carrie Ricker Cox – Chief Engineer  
Michael B. Daniels – Chief WRC Water Resource Recovery, Clinton River WRRF

**SUBJECT:** Annual Asset Management Plan

**DATE:** January 10, 2022

The Clinton River Water Resource Recovery Facility (and Pontiac Sewer Disposal System) are under a National Pollutant Discharge Elimination System (NPDES) permit which has asset management program requirements. One of these requirements is to provide a written report annually that summarizes the asset management activities completed during the previous year. The report is required to include:

1. A description of staffing levels for previous year
2. A description of inspection, maintain and corrective actions
3. Expenditures for collection and treatment work maintenance activities, corrective action and capital improvements
4. Summary of assets identified for inspection or action (including capital improvement) for the upcoming year
5. Maintenance Budget and capital improvement budget for upcoming year
6. Updated asset inventory
7. Updated Operations, Maintenance and Replacement (OM&R) budget with an updated rate schedule

The attached Asset Management Plan meets all requirements of the NPDES permit.

**Recommended Actions:**  
**Receive and File the 2022 CRWRRF Asset Management Plan**



12-30-2021

Mr. Dennis Ryan  
Senior Environmental Engineer  
Water Resources Division  
Michigan Department of Environment, Great Lakes and Energy  
Southeast Michigan District Office  
27700 Donald Court  
Warren, Michigan 48092

**RE: Clinton River Water Resource Recovery Facility-Asset Management Plan**

Dear Mr. Ryan:

As required in our NPDES Permit No. MI0023825, Part I, Section A.10.b, we are pleased to submit the attached Asset Management Plan for the Clinton River Water Resource Recovery Facility Drainage District.

The attached includes a description of the staffing levels maintained during the year; a description of inspections and maintenance activities conducted and corrective actions taken during the previous year; expenditures for collection system maintenance activities, treatment works maintenance activities, corrective actions, and capital improvement during the previous year; a summary of assets/areas identified for inspection/action in the upcoming year; a maintenance budget and capital improvement budget for the upcoming year; an updated asset inventory based on the original submission; and an updated OM&R budget with an updated rate schedule that includes the amount of insufficient revenues, if any.

If you have any questions regarding this letter or the attached Asset Management Plan, please contact me at (248) 858-4325 or (248) 496-9104.

Sincerely,

A handwritten signature in blue ink that reads "Michael Daniels".

Michael Daniels

Chief WRC Water Resource Recovery





# Oakland County Pontiac WWTF & Sewer System Annual Report

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AMP Submittal (NPDES No. MI0023825)

December 30, 2021

## Contents

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2.5	Asset Inventory .....	5
2.6	Operations, Maintenance & Replacement Budget .....	5

## Tables

Table 1.....	Work Order Summary
Table 2.....	CRWWRF Capital Expenses and Reserves
Table 3.....	Pontiac Collection System Capital Expenses and Reserves

## Appendices

Appendix A.....	Staff Information
Appendix B.....	Long Range Planning and Collection System Projects
Appendix C.....	Maintenance and Debt Assessment
Appendix D.....	Asset Summary
Appendix E.....	Sewer Rates

## 1. Introduction

The Oakland County Water Resources Commissioner (WRC) operates the Pontiac Wastewater Treatment Facility and collection system. The WWTP operates under the National Pollutant Discharge Elimination System (NPDES) Permit No. MI0023825. This permit expires on October 1, 2025.

The treatment facility underwent a name change and is now known as the Clinton River Water Resource Recovery Facility (CRWRRF). Due to the transitional nature in changing names, some of the information presented may be under the Pontiac WWTF name or it will be under the CRWRRF name. They function as the same facility. The collection system is still known as the Pontiac Collection System.

The following Annual Report was prepared as part of the Asset Management Requirements in the NPDES Permit, Part I, Section A.10.b.

## 2. Asset Management Plan Annual Reporting Requirements

The following information summarizes the asset management activities completed during the previous fiscal year, October 1, 2020 to September 30, 2021, and plans for the upcoming years.

### 2.1 Staffing

The CRWRRF is operated 24 hours a day, 7 days a week, 365 days a year. The facility maintains adequate staffing. We are still seeking to strategically fill critical leadership positions and have been actively recruiting for those positions. The sewer collection system also maintains adequate staffing. Refer to Appendix A for the current staffing of the CRWRRF and the collection system.

### 2.2 Inspection, Maintenance and Corrective Action Activities

The WRC uses a Collaborative Asset Management System (CAMS) to track work order history. This work order system began implementation in 2018 as part of the office's asset management plan. WRC uses different work order types to track Predictive, Preventive and Corrective Action work activities in CAMS. Predictive work orders capture activities designed to help determine the condition of in-service assets to estimate when maintenance should be performed. This includes techniques such as vibration analysis and thermal imaging as well as formal condition assessment evaluations. Preventive work orders are used to record maintenance tasks that avoid or mitigate the failure of an asset and intend to prevent failure from occurring so the asset will reach its intended useful life. These are tasks such as oil/filter changes, cleaning and general maintenance. Corrective work orders record the repair, partial rebuilding and replacement of an asset. Table 1 shows the quantity of these work orders for both the CRWRRF and the Pontiac Collection System as well completion costs for the period from October 1, 2020 to September 30, 2021. Staff continues to receive training to ensure costs are captured correctly. As seen below, we are beginning to collect data that can be used to make decisions directing invests for labor and other resources.



**Table 1. Work Order Summary**

<b>Work Order Type</b>	<b>CRWRRF</b>		<b>Pontiac Collection System</b>	
	<b># of Work Orders</b>	<b>Cost</b>	<b># of Work Orders</b>	<b>Cost</b>
Predictive Maintenance*	315	\$32,147.33	997	\$44,153,956.00
Preventive Maintenance	2,559	\$293,098.32	459	\$20,312,390.88
Corrective Maintenance	503	\$883,537.66	709	\$31,417,253.86

\*Asset inspections are included as part of Predictive Maintenance

### **2.3 Assets/Areas identified for Inspection/Action**

Each year, the WRC reviews and implements a Long Range Plan (LRP) that identifies critical equipment in need of major maintenance or replacement. Traditionally, this CRWRRF equipment was identified through conversations with field staff and inspections/studies performed on the system. The asset management software captures additional information on key assets including probability of failure and consequence of failure. This additional information is also considered as assets are reviewed for further inspection and/or improvement. CRWRRF LRPs for fiscal years 2021 through 2026 are shown in Appendix B.

The Pontiac Collection System also uses the LRP process to identify pipe lining, replacement, grouting, pipe patching and pump station projects. An overview of collection system projects with work planned to occur in the 2021 through 2026 fiscal years are also shown in Appendix B.

## 2.4 Capital Improvement Budget and Maintenance Budget

Capital improvement costs are captured through our Reserve Programs. Our reserve programs are based on our fiscal year which runs from October 1 through September 30. These costs are for revenue financed projects and do not include capital costs funded by bonds, grants or loans. Capital costs for both the CRWRRF and the Pontiac Collection System are presented below. Major Maintenance expenses and projects are provided in Appendix B.

**Table 2. CRWRRF Capital Expenses and Reserves**

Item Description	FY 2021 Actual	FY 2022 Proposed	FY 2023 Projected
Capital Improvement Reserve	(\$4,572)	\$0	\$0
CRWRRF CIP Unplanned	\$0	\$50,000	\$250,000
Vehicle and Equipment Replacements	\$0	\$180,000	\$60,000
Incorrect Project charged to CRWRRF	(\$8,788)	\$0	\$0
Admin Bldg Rehab	\$39,384	\$20,000	\$0
EB Primary Sludge Pump Replacement	\$29,801	\$0	\$0
EB Aeration Blower 125hp	\$11,851	\$247,500	\$0
Auburn Blower 50hp	\$0	\$0	\$165,000
ACO Tank Design	\$0	\$0	\$0
CRWRRF 2020 Vibration Analysis	\$0	\$10,000	\$0
CRWRRF Electrical Grounding	\$31,413	\$90,000	\$0
Biosolids Phase II (Non-Project Costs)	\$0	\$0	\$0
Diffuser Replacement	\$0	\$170,000	\$100,000
Biosolids Finishing Projects	\$22,250	\$200,000	\$27,000
Water Filtration EB Process Water		\$75,000	\$0
Lab - Coliform Equipment / Other Equipment	\$0	\$0	\$15,000
EB Access Drive Replacement	\$0	\$0	\$0
Odor Control Study	\$97,021	\$0	\$0
Tertiary Filter Study	\$1,121	\$0	\$0
CRWRRF Sodium Hypo Line Replacement	\$391,168	\$30,000	\$0
I&C Improvements and Replacements	\$24,644	\$15,000	\$15,000
CRWRRF Security Upgrades	\$0	\$20,000	\$20,000
Biodrying Demonstration	\$11,745	\$44,000	\$0
Plant Influent Sampler Project	\$13,430	\$6,500	\$0
Lab Equipment	\$19,598	\$20,000	\$15,000
Maximum Allowable Headworks Loading (MAHL)	\$0	\$200,000	\$0
Separate Side Stream Treatment (NH3 & P)	\$0	\$0	\$200,000
Auburn Waterline Loop	\$0	\$650,000	\$0
Finals Operational Optimization	\$0	\$400,000	\$1,500,000
Strainer (HELLAN) for Plant Water	\$0	\$55,000	\$55,000
Aerators for Contact Tank	\$0	\$75,000	\$0
EB Storage Pump (ProSeal)	\$0	\$50,000	\$0
150hp Auburn Blower Motor	\$0	\$17,000	\$0
Electrical Improvement include the Switch Gear	\$0	\$0	\$0
<b>Annual Capital Expense</b>	<b>\$680,065</b>	<b>\$2,625,000</b>	<b>\$2,422,000</b>

**Table 3. Pontiac Collection System Capital Expenses and Reserves**

<i>Item Description</i>	<i>Actual FY 2020</i>	<i>Budgeted FY2021</i>	<i>Proposed FY2022</i>
2018 CIPP Lining	\$43,183	\$0	\$0
Bay Street/Silverdome Sewer Rehab	\$108,028	\$3,948,182	\$0
City Hall Sanitary Replacement	\$0	\$250,000	\$0
Doctor's Hospital Lining	\$36,480	\$0	\$0
Emergency CIPP 3 Lines	\$0	\$70,000	\$0
Hillside Sewer Replacement	\$1,790	\$0	\$0
Lift Station Control Panel Replacements (10)	\$1,047	\$765,000	\$70,000
Lining Program (2019 Project)	\$15,541	\$0	\$0
Michigan CIPP Lining	\$79,094	\$0	\$0
Mill and University	\$96	\$0	\$0
Miller Street Sewer Replacement	\$33,206	\$0	\$0
MLK Cast Iron Force Main Study	\$11,225	\$0	\$0
Oakland Siphon Gate Replacement	\$49,013	\$0	\$0
Perry-Saginaw-Omar Rehab	\$710,999	\$0	\$0
Pipe Lining/Replacement	\$0	\$230,000	\$2,000,000
Pontiac North Area Sewer Rehab	\$0	\$700,000	\$0
W Princeton PS Pump Replacement	\$0	\$5,600	\$0
South Opdyke LS Generator Replacement	\$47,390	\$0	\$0
Unplanned Capital Improvements	\$0	\$320,000	\$320,000
Lift Station Capital Improvements	\$0	\$963,400	\$162,000
Vehicle/Equipment Replacement	\$0	\$15,000	\$110,000
<b>Annual Capital Expense</b>	<b>\$1,137,092</b>	<b>\$7,267,182</b>	<b>\$2,662,000</b>

The budget for Operating Expenses as well as the Major Maintenance, Emergency, and Capital Improvement Reserves are noted on the *Maintenance and Debt Assessment Recommendation* sheets shown in Appendix C.

## **2.5 Asset Inventory**

The asset inventory for the CRWRRF and the Pontiac Collection System is kept in our GIS system and is managed by the Mapping Services unit with input from the Operations team. As projects are completed and assets are added/removed, the GIS database is updated. An asset summary for both systems are shown in Appendix D.

## **2.6 Operations, Maintenance & Replacement Budget**

Refer to the attached facility assessments in Appendix C and the sewer Billing Summary in Appendix E. There are currently sufficient revenues to fund system maintenance and capital improvement activities in both the CRWRRF and the Pontiac Collection System.

## Appendix A

### Staff Information

## Appendix A – Staff Information

Employees in Classification By Unit		Total # Employees in Classification		
SubOrg	Classification	8/1/2019	8/1/2020	12/1/2021
CRWRRF	Assistant Chief – Water Resource Recovery	0	1	1
CRWRRF	Boiler Mechanic	1	1	1
CRWRRF	Chemist	2	2	2
CRWRRF	Chief – Water Resource Recovery	1	1	1
CRWRRF	Civil Engineer III	0	1	1
CRWRRF	Cross Connection & Pre-Treatment Coordinator	0	1	1
CRWRRF	Engineering Systems Coordinator	1	1	1
CRWRRF	Maintenance Laborer	2	0	0
CRWRRF	Maintenance Laborer - WRC	0	1	0
CRWRRF	Pump Maintenance Mechanic I	2	4	3
CRWRRF	Pump Maintenance Mechanic II	1	0	1
CRWRRF	Pump Maintenance Supervisor I	1	0	0
CRWRRF	Pump Maintenance Supervisor II	0	1	1
CRWRRF	Sewage Treatment Plant (WRR) Operator I	3	1	6
CRWRRF	Sewage Treatment Plant (WRR) Operator II	0	2	2
CRWRRF	Sewage Treatment Plant (WRR) Operator Trainee	6	8	1
CRWRRF	Sewage Treatment (WRR) Supervisor I	1	1	3
CRWRRF	Sewage Treatment (WRR) Supervisor II	1	2	2
CRWRRF	Skilled Maintenance Mechanic III	2	2	2
CRWRRF	Technical Assistant	1	1	1
CRWRRF	WRC Industrial Pre-Treatment Supervisor	1	1	1
CRWRRF	WRC Crew Leader - Sewage Treatment (WRR)	1	1	1
Sewer Maintenance	Automobile Mechanic II	1	1	1
Sewer Maintenance	Engineering System Coordinator	1	1	1
Sewer Maintenance	Engineering Technician	1	1	1
Sewer Maintenance	General Helper	0	1	0
Sewer Maintenance	Maintenance Laborer	7	0	0
Sewer Maintenance	Maintenance Laborer - WRC	0	7	4
Sewer Maintenance	Maintenance Mechanic I	6	6	6
Sewer Maintenance	Maintenance Mechanic II	5	5	4
Sewer Maintenance	Office Assistant I	0	1	0
Sewer Maintenance	Office Assistant II	1	0	0
Sewer Maintenance	Office Support Clerk - Senior	0	0	1
Sewer Maintenance	Seasonal Laborer	1	1	0
Sewer Maintenance	Sewer Maintenance Supervisor I	3	3	2
Sewer Maintenance	Sewer Maintenance Supervisor II	1	1	1
Sewer Maintenance	WRC Crew Leader - Water & Sewer	4	3	7

## Appendix B

### Long Range Planning and Collection System Projects

**Appendix B – Long Range Planning and Collection System Projects**

**Clinton River Water Resource Recovery Facility**

**Projected Expenditures**

<b>Major Maintenance Reserve</b>					
<b>Description</b>	<b>FY 2022 Proposed</b>	<b>FY 2023 Projected</b>	<b>FY 2024 Projected</b>	<b>FY 2025 Projected</b>	<b>FY 2026 Projected</b>
WWTP Major Maint Unplanned	\$150,000	\$150,000	\$200,000	\$200,000	\$200,000
CAMP (RIVA)	\$97,347	\$100,270	\$103,280	\$106,380	\$109,570
Electrical Assessments	\$10,000	\$0	\$10,000	\$0	\$10,000
Facilities Repairs	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Valve & Gate Replacement	\$200,000	\$50,000	\$50,000	\$50,000	\$50,000
Biosolids Re-use & Customer Invest.	\$50,000	\$100,000	\$0	\$0	\$0
MCC Re-location	\$0	\$0	\$100,000	\$0	\$0
Wet Weather Study	\$0	\$0	\$0	\$0	\$0
EB Wiers and Baffles 2019	\$60,000	\$0	\$0	\$0	\$0
AUB Weir Improvements	\$10,000	\$10,000	\$0	\$0	\$0
PFAS Study	\$0	\$0	\$0	\$0	\$0
CRWRRF 2019 Studies: Project Evaluation & Selection Study	\$0	\$0	\$0	\$0	\$0
EB RAS Actuator Replacement	\$0	\$0	\$0	\$0	\$0
CRWRRF WRC LAB Data Mgmt	\$0	\$0	\$0	\$0	\$0
CRWRRF Operations Optimization	\$0	\$0	\$0	\$0	\$0
360 Water Training	\$10,000	\$30,000	\$0	\$0	\$0
CRWRRF Stand Piping Replacement	\$0	\$0	\$0	\$0	\$0
CRWRRF CBHP Co-Gen and Electrical	\$41,000	\$0	\$0	\$0	\$0
EB Deck Inspection	\$0	\$0	\$0	\$0	\$0
EB Access Drive Repair	\$20,000	\$25,000	\$25,000	\$0	\$0
Effluent Joint Repair (400-500ft)	\$8,000	\$0	\$0	\$0	\$0
Crane Repair	\$14,000	\$0	\$0	\$0	\$0
CRWRRF Tertiary SCADA (OPTO) Improvements	\$230,000	\$0	\$0	\$0	\$0
CRWRRF Pump Rebuilds FY2021	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Rexnord Gear Box Repair	\$50,000	\$100,000	\$0	\$0	\$0
CRWRRF Boilers O2 Sensors	\$15,000	\$0	\$0	\$0	\$0
Contact Tank investigation & Repair.	\$20,000	\$400,000	\$0	\$0	\$0
EB Blower Building Repair	\$0	\$180,000	\$0	\$0	\$0
EB Well House Repair	\$30,000	\$20,000	\$0	\$0	\$0
<b>Annual Major Maintenance Expense</b>	<b>\$1,070,347</b>	<b>\$1,220,270</b>	<b>\$543,280</b>	<b>\$411,380</b>	<b>\$424,570</b>



Capital Reserve					
Description	FY 2022 Proposed	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected
CRWRRF CIP Unplanned	\$50,000	\$250,000	\$250,000	\$250,000	\$250,000
Vehicle and Equipment Replacements	\$180,000	\$60,000	\$150,000	\$150,000	\$150,000
Admin Bldg Rehab	\$20,000	\$0	\$0	\$0	\$0
SCADA Improvements	\$0	\$0	\$0	\$0	\$0
Thickener Platform	\$0	\$0	\$0	\$0	\$0
Electrical Improvements	\$0	\$0	\$0	\$0	\$0
Instrument Upgrade	\$0	\$0	\$0	\$0	\$0
Disinfection Upgrade	\$0	\$0	\$0	\$0	\$0
Tertiary Backwash Actuator	\$0	\$0	\$0	\$0	\$0
EB Primary Sludge Pump Replacement	\$0	\$0	\$0	\$0	\$0
EB Aeration Blower 125hp	\$247,500	\$0	\$0	\$0	\$0
Auburn Blower 50hp	\$0	\$165,000	\$0	\$0	\$0
ACO Tank Design	\$0	\$0	\$500,000	\$700,000	\$300,000
CRWRRF 2020 Vibration Analysis	\$10,000	\$0	\$10,000	\$0	\$10,000
CRWRRF Electrical Grounding	\$90,000	\$0	\$0	\$0	\$0
Biosolids Phase II (Non-Project Costs)	\$0	\$0	\$0	\$0	\$0
Diffuser Replacement	\$170,000	\$100,000	\$100,000	\$100,000	\$100,000
Biosolids Finishing Projects	\$200,000	\$27,000	\$0	\$0	\$0
Water Filtration EB Process Water	\$75,000	\$0	\$0	\$0	\$0
Lab - Coliform Equipment / Other Equipment	\$0	\$15,000	\$15,000	\$15,000	\$15,000
EB Access Drive Replacement	\$0	\$0	\$0	\$300,000	\$0
Odor Control Study	\$0	\$0	\$0	\$0	\$0
Tertiary Filter Study	\$0	\$0	\$0	\$0	\$0
CRWRRF Sodium Hypo Line Replacement	\$30,000	\$0	\$0	\$0	\$0
I&C Improvements and Replacements	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
CRWRRF Security Upgrades	\$20,000	\$20,000	\$0	\$0	\$0
Biodrying Demonstration	\$44,000	\$0	\$0	\$0	\$0
Plant Influent Sampler Project	\$6,500	\$0	\$0	\$0	\$0
Lab Equipment	\$20,000	\$15,000	\$15,000	\$15,000	\$15,000
Maximum Allowable Headworks Loading (MAHL)	\$200,000	\$0	\$0	\$0	\$0
Separate Side Stream Treatment (NH3 & P)	\$0	\$200,000	\$0	\$0	\$0
Auburn Waterline Loop	\$650,000	\$0	\$0	\$0	\$0
Finals Operational Optimization	\$400,000	\$1,500,000	\$3,000,000	\$4,000,000	\$5,000,000
Strainer (HELLAN) for Plant Water	\$55,000	\$55,000	\$0	\$0	\$0
Aerators for Contact Tank	\$75,000	\$0	\$0	\$0	\$0
EB Storage Pump (ProSeal)	\$50,000	\$0	\$0	\$0	\$0
150hp Auburn Blower Motor	\$17,000	\$0	\$0	\$0	\$0
Electrical Improvement include the Switch Gear	\$0	\$0	\$600,000	\$1,600,000	\$3,000,000
<b>Annual Capital Expense</b>	<b>\$2,625,000</b>	<b>\$2,422,000</b>	<b>\$4,655,000</b>	<b>\$7,145,000</b>	<b>\$8,855,000</b>

**Pontiac Collection System**  
**Projected Expenditures**

Major Maintenance Reserve						
Description	FY 2021 Budgeted	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected
Arlene Driveway Rehab	\$8,000	\$0	\$0	\$0	\$0	\$0
Arlene PS Repair Sewage Pump 2	\$3,309	\$0	\$0	\$0	\$0	\$0
POC SDS Consent Judgement	\$63,342	\$0	\$0	\$0	\$0	\$0
POC SDS CCTV Program	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
POC SDS Cut & Grout - DVM	\$300,000	\$0	\$0	\$0	\$0	\$0
POC SDS Cut & Grout - Pipeline	\$275,000	\$0	\$0	\$0	\$0	\$0
POC SDS Excavation Spot Repair	\$50,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
POC SDS Manhole Repairs	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
POC SDS Mass Flow Monitor Ph 2	\$243,220	\$0	\$0	\$0	\$0	\$0
POC SDS Pipe Grouting	\$200,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
POC SDS PowerPlan Support Cost	\$33,756	\$52,658	\$54,240	\$55,870	\$57,550	\$59,280
POC SDS PS Planned Major Maintenance & Improvements	\$77,000	\$60,000	\$0	\$20,000	\$25,000	\$140,000
POC SDS Rag Pipe Cleaning	\$350,000	\$0	\$0	\$0	\$0	\$0
POC SDS System Wide Cleaning	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
POC SDS Transducer Replacement	\$25,000	\$0	\$0	\$0	\$0	\$0
POC SDS Transmitter Replacement	\$30,000	\$0	\$0	\$0	\$0	\$0
POC SDS Trenchless Spot Repair	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
POC SDS Sewer Model Update	\$58,582	\$0	\$0	\$0	\$0	\$0
POC SDS SMU Unplanned Major Maintenance	\$175,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000
South Opdyke Pump 1 Repair	\$13,000	\$0	\$0	\$0	\$0	\$0
<b>Annual Major Maintenance Expense</b>	<b>\$3,005,209</b>	<b>\$2,512,658</b>	<b>\$2,454,240</b>	<b>\$2,475,870</b>	<b>\$2,482,550</b>	<b>\$2,599,280</b>

Capital Reserve						
Description	FY 2021 Budgeted	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected
Arlene PS Replace Control Panel	\$120,000	\$0	\$0	\$0	\$0	\$0
Bay Stree/Silverdome Sewer Rehab	\$3,948,182					
Birchcrest PS Replace Control Panel	\$70,000	\$0	\$0	\$0	\$0	\$0
City Hall Sanitary Replacement	\$250,000	\$0	\$0	\$0	\$0	\$0
Emergency CIPP 3 Lines	\$70,000	\$0	\$0	\$0	\$0	\$0
Fern PS Replace Control Panel	\$40,000	\$0	\$0	\$0	\$0	\$0
Grandville PS Replace Control Panel	\$90,000	\$0	\$0	\$0	\$0	\$0
Highwood PS Replace Control Panel	\$90,000	\$0	\$0	\$0	\$0	\$0
Lining Program (2019 Project)	\$0	\$0	\$0	\$0	\$0	\$0
North Opdyke PS Replace Comminutor Grinder	\$0	\$0	\$0	\$0	\$0	\$0
North Opdyke PS Replace Control Panel	\$95,000	\$0	\$0	\$0	\$0	\$0
North Opdyke PS Replace Wet Well Makeup & Exhaust Fans	\$0	\$0	\$0	\$0	\$0	\$0
North Saginaw PS Replace Control Panel	\$70,000	\$0	\$0	\$0	\$0	\$0
Perry Place PS Replace Control Panel	\$0	\$70,000	\$0	\$0	\$0	\$0
Pipe Lining/Replacement	\$230,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Pontiac North Area Sewer Rehab	\$700,000	\$0	\$0	\$0	\$0	\$0
South Opdyke PS Replace Control Panel	\$120,000	\$0	\$0	\$0	\$0	\$0
Unplanned Capital Improvements	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000	\$0
Unplanned Lift Station Improvements	\$963,400	\$162,000	\$0	\$0	\$150,000	\$0
Vehicle/Equipment Replacement	\$15,000	\$110,000	\$10,000	\$0	\$150,000	\$0
West Princeton PS Pump Replacement	\$5,600	\$0	\$0	\$0	\$0	\$0
West Princeton PS Replace Control Panel	\$70,000	\$0	\$0	\$0	\$0	\$0
<b>Annual Capital Expense</b>	<b>\$7,267,182</b>	<b>\$2,662,000</b>	<b>\$2,330,000</b>	<b>\$2,320,000</b>	<b>\$2,620,000</b>	<b>\$2,000,000</b>

## Appendix C

### Maintenance and Debt Assessment

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER  
OPERATIONS AND MAINTENANCE DIVISION  
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE  
Clinton River WRRF Drain**

Assessment for current fund balance and the following year of expenses: July 1, 2021 through June 30, 2022

Last Assessment (\$):	\$	9,202,050.00
Date last assessment approved:		3/24/20
Unreserved and Undesignated Fund Balance as of 1/31/21	\$	3,642,270.84
Capital Improvement Reserves as of 1/31/21		1,968,288.66
Major Maintenance Reserves as of 1/31/21		(1,143,105.37)
Emergency Reserves as of 1/31/21		498,750.00
Funds Available as of February 1, 2021	\$	<u>4,966,204.13</u>

**OPERATIONS, MAINTENANCE & REPLACEMENT BUDGET for July 1, 2021 through June 30, 2022**

**Operating Expenses**

Sewage Treatment	\$	6,383,030.00
Sewer System Maintenance	\$	183,190.00
Sewer System Engineering	\$	182,570.00
Systems Control Unit	\$	13,010.00
Inspection	\$	1,060.00
IPP	\$	27,730.00
Laboratory	\$	438,010.00
Mapping Unit	\$	2,110.00
General and Administrative	\$	1,024,270.00
<b>Total Operating Expenses</b>	<b>\$</b>	<b>8,254,980.00</b>

**Revenue Requirements**

Operating Expense	\$	8,254,980.00
Major Maintenance	\$	400,000.00
Emergency Maintenance	\$	200,000.00
Capital	\$	1,470,000.00
<b>Total Revenue Requirements</b>	<b>\$</b>	<b>10,324,980.00</b>
Non-Rate Revenue	\$	(388,810.00)
<b>Rate Required Revenue</b>	<b>\$</b>	<b>9,936,170.00</b>

**Recommended July 1, 2021 through June 30, 2022 assessment:**

Total Anticipated Expenses for July 1, 2021 - June 30, 2022	\$	9,936,170.00
Total Anticipated Funds Needed	\$	<u>9,936,170.00</u>

**TOTAL RECOMMENDED ASSESSMENT**

**\$ 9,936,170.00**

Billings are to be at the end of the calendar quarters.

Prepared by: Leo Lease  
Leo Lease - Senior Financial Analyst

Date: 3/11/2021

Approved by: Steve Korth  
Steve Korth - Manager, Water Resources Commissioner

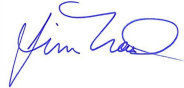
Date: March 23, 2021

## SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE CLINTON RIVER WRRF DRAIN

Public Corporation	Percentage of Apportionment	Total Amount of Assessment
City of Pontiac	55.840%	\$ 5,548,357.33
Clinton-Oakland SDS	44.160%	\$ 4,387,812.67
<b>Total</b>	<b>100.00000%</b>	<b>\$ 9,936,170.00</b>

**Assessment Due Date:** To be collected on the following quarters: 9/30/2021, 12/31/2021, 3/31/2022 and 6/30/2022.

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Clinton River WRRF Drain for the period July 1, 2021 through June 30, 2022 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.



\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Clinton River WRRF Drain

The foregoing Special Assessment Roll for the maintenance of the Clinton River WRRF Drain was approved by the Drainage Board on March 23, 2021.



\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Clinton River WRRF Drain

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER  
OPERATIONS AND MAINTENANCE DIVISION  
DEBT ASSESSMENT RECOMMENDATION FOR THE  
Pontiac WWTF Drain**

Assessment for current fund balance and the following year of expenses: July 1, 2021 through June 30, 2022

	<u>Debt Assessment</u>
Last Assessment (\$):	\$ 3,065,035.00
Date last assessment approved:	3/24/20
Unreserved and Undesignated Fund Balance as of 1/31/2021	\$ 15,344.45
Capital Improvement Reserves as of 1/31/2021	\$ 546,666.76
Major Maintenance Reserves as of 1/31/2021	\$ (16,875.61)
Emergency Maintenance as of 1/31/2021	\$ -
Funds Available as of February 1, 2021	<u>\$ 545,135.60</u>

**DEBT SERVICE REQUIREMENT for July 1, 2021 through June 30, 2022**

**Revenue Requirements**

Debt Service	\$ 5,135,870.00
<b>Total Revenue Requirements</b>	<u>\$ 5,135,870.00</u>
Non-Rate Revenue	\$ -
<b>Rate Required Revenue</b>	<u>\$ 5,135,870.00</u>

**Recommended July 1, 2021 through June 30, 2022 assessment:**

Total Anticipated Expenses for July 1, 2021 - June 30, 2022	\$ 5,135,870.00
Revenue from COSDS Contract	\$ (2,268,000.00)
Total Anticipated Funds Needed	<u>\$ 2,867,870.00</u>

**TOTAL RECOMMENDED DEBT ASSESSMENT** \$ 2,867,870.00

Billings are to be at the end of the calendar quarters.

Prepared by: Leo Lease  
Leo Lease - Senior Financial Analyst

Date: 3/11/2021

Approved by: Steve Korth  
Steve Korth - Manager, Water Resources Commissioner

Date: March 23, 2021



## SPECIAL ASSESSMENT ROLL FOR THE DEBT OF THE PONTIAC WWTF DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Debt Assessment
City of Pontiac	100.00%	\$ 2,867,870.00
<b>Total</b>	<b>100.00000%</b>	<b>\$ 2,867,870.00</b>

\*Apportionment based on Final Order of Apportionment dated July 17, 2012.

**Assessment Due Date for the Debt:** To be paid as the debt invoices are invoiced to Oakland County.

I hereby certify that I have prepared the Special Assessment Roll for the Debt of the Pontiac WWTF Drain for the period July 1, 2021 through June 30, 2022 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 WWTF Drain

The foregoing Special Assessment Roll for the maintenance of the Pontiac WWTF Drain was approved by the Drainage Board on March 23, 2021.



\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Pontiac WWTF Drain

Appendix D  
Asset Summary



# ASSET SUMMARY

## Clinton River WRRF Ch20 - 82686

### Structures

Type	Count
Drain Catch Basin	2
Drain Manhole	4
Drain No Structure Inlet	2
Drain Pipe Outlet	4
Sewer Access Point	8
Sewer Cleanout	16
Sewer Manhole	8
Sewer System Valve	8

### Sites

Type	Count
Sewage Treatment Facility	2
Sewer Flow Meter	4

### Vertical Assets

1,234

### Line Assets Summary

	Total Length (FT)	Total Segments
Gravity - Sanitary	6,529	29
Gravity - Storm	666	12
Non-Gravity - Sanitary	4,769	40
<b>Totals:</b>	<b>11,964</b>	<b>81</b>

### Line Assets by Type

Material	Length (FT)	Segment Count
<b>Gravity - Sanitary</b>		
Concrete	5,307	21
Metal	1,106	6
Unknown	116	2
<b>Gravity - Storm</b>		
Concrete	168	6
Unknown	498	6
<b>Non-Gravity - Sanitary</b>		
Metal	601	32
Plastic	4,154	7
Unknown	15	1

# ASSET SUMMARY

## Pontiac Sewer - 57434

### Structures

Type	Count
Sewer Access Point	2
Sewer Cleanout	1
Sewer Manhole	6,130

### Sites

Type	Count
Sewage Lift Station	11
Sewer Flow Meter	6

### Vertical Assets

173

### Line Assets Summary

	Total Length (FT)	Total Segments
Gravity - Sanitary	1,424,291	6,534
Non-Gravity - Sanitary	13,347	17
Siphon - Sanitary	298	4
<b>Totals:</b>	<b>1,437,936</b>	<b>6,555</b>

### Line Assets by Type

Material	Length (FT)	Segment Count
<b>Gravity - Sanitary</b>		
Clay	1,074,847	4,858
Concrete	129,844	567
Corrugated Metal	6,872	9
Liner	2,422	10
Masonry	8,347	33
Metal	2,224	16
Plastic	193,331	997
Unknown	6,404	44
<b>Non-Gravity - Sanitary</b>		
Metal	11,101	11
Plastic	2,246	6
<b>Siphon - Sanitary</b>		
Concrete	298	4

Appendix E  
Sewer Rates

## CITY OF PONTIAC SEWER SUPPLY RATES

Effective Date: July 1, 2021

Created by: *Andrea Craft*  
Engineering Technician

Approved by: Raphael Chirolla Digitally signed by Raphael Chirolla  
Date: 2021.06.30 08:15:58 -04'00'  
Financial Supervisor

Approved by: *Ben L Lewis*  
Manager

**1. Commodity Charge**

**Standard Rate: \$ 38.40 per MCF**

Account Name:	Sewer Sales			
Account #:	632086			
	In City	Program	Program Name	
	\$ 30.56	149030	General and Administrative	
	-	149999	Non Operating	
	-	149666	Emergency Repair Reserve	
	7.84	149662	Major Maintenance Reserve	
	-	149667	Capital Improvement Reserve	
Total:	\$ 38.40			

**Sewer Only Flat Rate\*: \$ 45.88**

	REU	*Where metered water not available		
Account Name:	Sewage Disposal			
Account #:	Service			
Operating Unit:	632086	Program	Program Name	
	N/A			
	\$ 30.44	149030	General and Admin	
	1.21	149999	Non Operating	
	0.31	149666	Emergency Repair Reserve	
	4.70	149662	Major Maintenance Reserve	
	9.22	149667	Capital Improvement Reserve	
Total:	\$ 45.88			

**2. Fixed Monthly Charge (per MEU) Out of City Customers to pay 1.5 times in city**

**\$ 22.84 Per MEU**

		\$ 12.10	\$ 1.21	\$ 9.22	\$ 0.31	
Account #:	632088	630462	632088	632088		
Program or Operating Unit:	149030	149999	149667	149666		
Program Name:	General and Administrative	Non Operating	Capital Improvement Reserve	Emergency Repair Reserve		
Meter Size	MEU					MEU Total
5/8"-3/4", 1" Residential	1.0	\$ 12.10	\$ 1.21	\$ 9.22	\$ 0.31	\$ 22.84
1" Commercial	2.5	30.24	3.03	23.05	0.78	57.10
1 1/2"	5.0	60.50	6.05	46.10	1.55	114.20
2"	8.0	96.80	9.68	73.76	2.48	182.72
3"	16.0	193.60	19.36	147.52	4.96	365.44
4"	25.0	302.50	30.25	230.50	7.75	571.00
6"	50.0	605.00	60.50	461.00	15.50	1,142.00
8"	80.0	968.00	96.80	737.60	24.80	1,827.20
10"	115.0	1,391.50	139.15	1,060.30	35.65	2,626.60
12"	170.0	2,057.00	205.70	1,567.40	52.70	3,882.80

**3. Special Billings**

Large Area Collection System Retail Sewage Meter Customer (Sylvan Lake and **Oakland County Complex**)

**\$ 24.89 per MCF**

Note: Sylvan Lake per MEU charge to be billed at 12" Meter Size rate (see chart above).  
Oakland County Complex per MEU charge to be billed at 12" Meter Size rate (see chart above).

**4. Revision Log:**

Date:	Description of Revision	Approval Signatures:
6/11/2020	Sylvan Lake New Contractual Agreement Pays Retail Sewer Meter Rate	

**Distribution:**

Billing Services  
Fiscal Services  
Rates and Charges Book

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

**TO:** Jim Nash, Chairman  
Clinton River Water Resource Recovery Facility Drainage Board

**FROM:** Razik Alsaigh, Engineer III

**SUBJECT:** Transfer of Funds

**DATE:** January 25, 2022

At its November 2017 meeting, the Board entered into an agreement with the City of Pontiac Wastewater Treatment Facility Drainage District (COPWWTFDD) for Operation and Management of the facility in compliance with the National Pollutant Discharge Elimination System Permit No. MI0023825.

Item 4 of the agreement reads as follows:

*A transfer of funds from the Pontiac District to the Clinton River District shall be presented to the Drainage Board of each Party prior to the effective date of the 2018 assessments in the amount residing in the Pontiac District fund equity as agreed by the Chairperson of each such Drainage Board, to enable the Clinton River District to operate and maintain the Pontiac Facility on behalf of the Pontiac District as set forth in this Agreement.*

At the September 2018 meeting, the Board accepted the transfer of \$7,391,248.88 from the COPWWTFDD. As part of the transfer, \$1,000,000 was left in COPWWTFDD fund to complete miscellaneous remaining projects, including close-out documentation and punch list items.

In early 2020, most of the project closeout work was completed, and additional revenue from insurance claims and rental properties have been deposited into the COPWWTFDD fund. The fund balance in early 2020 was around \$2,000,000. In March 2020 the two Drainage Boards approved \$1,500,000 to be transferred from the COPWWTFDD to the Clinton River Water Resource Recovery Facility Drainage District (CRWRRFDD).

Since March 2020, the remaining miscellaneous COPWWTFDD projects closeout are completed, and costs are paid. Accordingly, it was recommended to the COPWWTFDD Board that \$500,000 be transferred from the COPWWTFDD to the CRWRRFDD.

**Requested Action: Accept the transfer of \$500,000 from the COPWWTFDD to the CRWRRFDD.**

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

**TO:** Jim Nash, Chairman  
Drainage Board for the Clinton River Water Resources Recovery Facility Drainage District

**FROM:** Razik Alsaigh, P.E., Civil Engineer III

**SUBJECT:** Centrifuges Preventive Maintenance Agreement with Andritz Separation Inc.

**DATE:** January 25, 2022

The Clinton River Water Resources Recovery Facility recently constructed a new biosolids process to handle solids generated by the plant. This new process includes four dewatering centrifuges, which reside in the biosolids building. The centrifuges are a new type of equipment and require maintenance that is new for plant staff. After reviewing and assessing the centrifuges maintenance needs and discussing it with Andritz Separation Inc. (the equipment manufacturer), plant staff feels that it would be beneficial to have Andritz perform the preventive maintenance needs for the centrifuge for the next three years. The plant staff will shadow the Andritz representative during these maintenance events. The intent is for the plant staff to take over these activities after three years. Accordingly, it is recommended to enter into a contract with Andritz Separation to perform the needed preventive maintenance on our four centrifuges for the next three years in the amount of \$200,189.10.

The contract also includes Andritz's personnel rates in the event equipment repair is needed, as well as a list of possible parts that may be necessary during the duration of the contract. The total contract amount includes \$28,040 for the anticipated as-needed technician repair and spare parts.

**Requested Action: Approve the contract between the Drainage District and Andritz Separation Inc. in the amount of \$228,229.10 for centrifuge preventive maintenance and as-needed repair and authorize the Chairperson to sign the contract.**

**Jim Nash, Oakland County Water Resources Commissioner**  
**Clinton River Water Resources Recovery Facility Administration Building Renovation and Addition**  
**City of Pontiac, Oakland County, Michigan**

Regular Construction Estimate No. 18 Final February 1, 2021 to September 30, 2021

Department No.:	6010101	Account No.:	731472
Fund No.:	82686	Program No.:	149667
Project No.:	1-2787	Activity:	FAC

Contractor:	Contract No.:
Frank Rewold and Son, Inc.	5704
303 East Third Street - Suite 300	Date of Contract: January 25, 2019
Rochester, MI 48307	Completion Date: April 16, 2020
	Extended to: N/A

Original Contract Amount:	\$2,564,206.00
Previous Change Orders: Numbers: (none)	\$0.00
Change Orders This Estimate: Numbers: one	(\$10,072.97)
Total Net Change Orders:	(\$10,072.97)
<b>Adjusted Contract Amount:</b>	<b>\$2,554,133.03</b>

Sub-Total To Date: (Sheet 3 of 3 Column 7)	\$2,554,133.03
Less Deductions: (Sheet 3 of 3 Column 7)	\$0.00
Gross Estimate: (Work in Place) <span style="float: right;">100.00%</span>	\$2,554,133.03
Less Amount Reserved: (Lump Sum)	\$0.00
Total Amount Allowed To Date:	\$2,554,133.03
Less Previous Estimates:	\$2,544,850.40
Net Payment Request To Be Paid To Contractor:	\$7,468.43
Reserve Payment to Contractor	\$1,814.20

Balance of Contract To Date	\$	-	Accounting Auditor: <i>Jeff Ragle</i>	
Amount To Be Reserved (From Above)			\$0.00	
Less Previous Transfers To Reserve:			\$1,814.20	
<b>Amount of Current Transfer:</b>			<b>(\$1,814.20)</b>	

Prepared by: *Razik*  
 Razik Alsaigh - Project Engineer

Date: *01/06/2022*

Recommended by: *NA*  
 Fishbeck, Thompson, Carr & Huber - Consulting Engineer

Date: *NA*

Approved by: \_\_\_\_\_  
 Gary Nigro - Chief Engineer, Construction Management

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

Approved by: \_\_\_\_\_  
 Sid Lockhart - Special Projects Manager

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

Regular Construction Estimate No. 18 Final

Approved By Board on: \_\_\_\_\_



**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairman  
Drainage Board for the Clinton River Water Resources Recovery Facility Drainage District

**FROM:** Razik Alsaigh, P.E., Civil Engineer III

**SUBJECT:** Final Payment to Contractor for the Clinton River Water Resources Recovery Facility Administration Building Renovation and Addition Project (Project No. 1-2787)

**DATE:** January 25, 2022

Construction of the Clinton River Water Resources Recovery Facility Administration Building Renovation and Addition Project has been completed in accordance with the requirements of the contract documents. There are no unresolved complaints regarding this project. The contractor, Frank Rewold and Son, Inc. has requested final payment to release the remaining retainage on the contract. Attached are the following:

1. Final Payment Form DC-113.
2. Contractor's request for final payment dated December 03, 2021.
3. Contractor's Declaration dated January 03, 2022.
4. Contractor's Affidavit dated January 03, 2022.
5. Contractor's Sworn Statement dated December 03, 2021.
6. Consent of Surety to Final Payment dated January 03, 2022 with Power of Attorney.
7. Unconditional Waiver and Release on Final Payment (Waivers of Lien) from the following subcontractors and suppliers: Advantage Electric & Controls, Inc, Asphalt Specialists, Inc, Brainard Enterprises, Inc, Campbell Shaw, DC Byers Company, Denny's Heating, Cooling, & Refrigeration Service, Detroit Technical Equipment Company, DMP Sign Company, Eagle Excavation, HMC Mason Contractors, J.W. Painting, Merlo Construction Company, Michielutti Brothers, Inc, Pearl Glass & Metals, LLC, Rayhaven Group, Simone Contracting Corporation, Solomon Plumbing, Triangle Window Fashions, Troy Millwork Inc, Turner Brooks, United Lawnscapes, and William Molnar Roofing, Inc.
8. Copy of the Performance, Labor and Materials, Maintenance and Guarantee Bonds dated December 18, 2018 and Power of Attorney.
9. Contractor Evaluation Form DC-384 dated December 29, 2021.
10. Proof of permit closeout from City of Pontiac, WRC Soil Erosion & WRC Storm Water.
11. WRC Project Construction Closeout Checklist.

**It is my recommendation that final payment in the amount indicated on Page 1 of 1 of the Final Payment Form DC-113 be issued to Frank Rewold and Son, Inc.**



Razik Alsaigh, P.E.  
Civil Engineer III



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

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



**DATE:** January 25, 2022

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

	Ref No.	For	Amount
Dickinson Wright PLLC	V # 1579612	Invoice # 1647362 - Legal Services - 11/30/21 - Proj #1-2181	3,375.00
Dickinson Wright PLLC	TBP	Invoice # 1653926 - Legal Services - 12/31/21 - Proj #1-2181	327.00
CDM Smith Michigan, Inc	TBP	Invoice # 56 - Engineering Admin - Proj # 1-2181	11,618.46
		<b>Total for Project # 1-2181</b>	<b>\$ 15,320.46</b>

**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:** January 25, 2022

**SUBJECT:** Request for Approval of Invoices

The following is a detail of charges paid from the Drain Revolving Fund and Invoices for the period of December 11, 2021 to January 14, 2022.

Payable To	Ref No.	For	Amount
Jones Chemicals Inc	Dec 2021 Pcard	Pcard - Chemical Treatment	\$ 2,723.43
Sensaphone	Dec 2021 Pcard	Pcard - Contracted Services	1,197.60
USA Blue Book	Dec 2021 Pcard	Pcard - Lab Supplies	1,874.22
State of Michigan	V # 1574186	Invoice # 761-10666737 - NPDES/MDEQ - Annual Permit Fees	13,000.00
Done Right Signs	V # 1579687	Invoice # 20594 - Contracted Services	4,719.44
PVS Technologies Inc	V # 1579772	Invoice # 302318 - Chemical Treatment	4,272.78
PVS Technologies Inc	V # 1579774	Invoice # 302456 - Chemical Treatment	2,269.50
PVS Technologies Inc	V # 1579657	Invoice # 301535 - Chemical Treatment	2,227.68
PVS Technologies Inc	TBP	Invoice # 303825 - Chemical Treatment	2,067.52
PVS Technologies Inc	TBP	Invoice # 303826 - Chemical Treatment	4,691.68
Jones Chemicals Inc	V #1579581	Invoice # 872846 - Chemical Treatment	2,997.82
Jones Chemicals Inc	V #1579734	Invoice # 875193 - Chemical Treatment	2,146.46
Jones Chemicals Inc	V #1580191	Invoice # 875789 - Chemical Treatment	2,546.04
Jones Chemicals Inc	TBP	Invoice # 876803 - Chemical Treatment	2,627.52
Cambi Inc	V # 1579597	Invoice # 609810-SP-005 - Material and Supplies	4,501.42
HESCO/Hamlett Engineering Sales Co	V # 1578789	Invoice # 202113247 - Material and Supplies	1,007.70
Clean Net of Greater Michigan, Inc	V # 1577243	Invoice # DET0097443 - Contracted Services - December 2021	1,310.22
Cummins Inc	V # 1580115	Invoice # S6-77867 - Contracted Services	3,423.00
Cummins Inc	V # 1578775	Invoice # S6-79753 - Contracted Services	2,374.00
Tetra Tech Inc	V # 1580417	Invoice # 51828961 - Contracted Services	1,381.60
Tetra Tech Inc	V # 1580437	Invoice # 51830040 - Contracted Services	2,724.20
Atlas Copco Compressors LLC	V # 1578759	Invoice # 1121125804 - Material and Supplies	1,363.36
MacAllister / Michigan CAT	V # 1580348	Invoice # R86431463801 - Equipment Rental	1,120.00
Primodel US Incorporated	V # 1579642	Invoice # 2021-0113- Engineering Services	2,450.00
D.J. Conley Associates, Inc	V # 1579614	Invoice # SI-45746-1 - Material and Supplies	1,330.76
Weingartz	V # 1580554	Invoice # 10684605-00 - Equipment	13,209.22
Weingartz	V # 1579836	Invoice # 10733318-00 - Equipment Repair Motor Vehicle	4,642.00
Dickinson Wright PLLC	V # 1579613	Invoice # 1647366 - Legal Services - 11/30/2021	4,399.90
Dickinson Wright PLLC	TBP	Invoice # 1653930 - Legal Services - 12/31/2021	10,635.71
Hubbell, Roth, & Clark, Inc	V # 1579621	Invoice # 0192639 - Engineering Services	1,102.62
Hubbell, Roth, & Clark, Inc	TBP	Invoice # 0193275 - Engineering Services	6,147.55
D3W Industrials	TBP	Invoice # 3067 - Material and Supplies	5,775.00
D3W Industrials	V # 1580128	Invoice # 3077 - Material and Supplies	5,775.00
D3W Industrials	V # 1580122	Invoice # 3103 - Material and Supplies	5,775.00
D3W Industrials	V # 1579609	Invoice # 3120 - Material and Supplies	5,775.00
D3W Industrials	V # 1579610	Invoice # 3143 - Material and Supplies	5,775.00
D3W Industrials	V # 1580119	Invoice # 3163 - Material and Supplies	5,775.00
D3W Industrials	V # 1580121	Invoice # 3173 - Material and Supplies	5,775.00
ALS Environmental	V # 1579587	Invoice # 4120-99347992 - Laboratory Fees	1,387.00
ADS Environmental Services LLC	V #1559536	Invoice # 35515-0721E - Contracted Services	1,395.00
Polydyne Inc	V # 1580382	Invoice # 1602834 - Chemical Treatment	26,680.00
Waste Management	V # 1579273	Invoice # 8573836-1714-2 - Garbage & Rubbish Disposal	1,572.09
Waste Management	V # 1580540	Invoice # 8580960-1714-1 - Garbage & Rubbish Disposal	1,146.12
Waste Management	V # 1580549	Invoice # 8580961-1714-9- Garbage & Rubbish Disposal	1,470.79
Duperon Corporation	TBP	Invoice # 23557 - Contracted Services	14,323.90
Impact Compliance & Testing, Inc	TBP	Invoice # 20521 - Contracted Services	4,384.00
Limbach Company LLC	TBP	Invoice # 11614 - Contracted Services	534.75
<b>Subtotal</b>			<b>\$ 205,803.60</b>

Fishbeck, Thompson, Carr & Huber Inc	V #1579617	Invoice # 405886 - Engineering and Survey - Proj #1-3042	\$	1,492.00
Fishbeck, Thompson, Carr & Huber Inc	TBP	Invoice # 407382 - Engineering Services - 12/24/21 - Proj #1-3042		221.20
		<b>Subtotal - Project 1-3042</b>	<b>\$</b>	<b>1,713.20</b>
Tetra Tech Inc	V # 1580431	Invoice # 51830039 - Engineering Admin - Proj #1-3084	\$	7,661.67
		<b>Subtotal - Project 1-3084</b>	<b>\$</b>	<b>7,661.67</b>
Galloup Forberg Smith Merlo Energy	V # 1580161	Invoice # S110114373.001 - Contracted Services - Proj # 1-3485	\$	3,223.05
		<b>Subtotal - Project 1-3485</b>	<b>\$</b>	<b>3,223.05</b>
CSM Mechanical LLC	V # 1579606	Invoice # 21-142.5 - Contractor Payments - Proj #1-3429	\$	1,767.70
CSM Mechanical LLC	V # 1579607	Invoice # 21-142.6 - Contractor Payments - Proj #1-3429		1,767.70
CSM Mechanical LLC	V # 1579608	Invoice # 21-142.7 - Contractor Payments - Proj #1-3429		1,767.70
Limbach Company LLC	V # 1579629	Invoice # 12/16 - 12/31/21 - Contracted Services - Proj #1-3429		30,352.77
		<b>Subtotal - Project 1-3429</b>	<b>\$</b>	<b>35,655.87</b>
Doetsch Environmental Services	TBP	Invoice # 71900 - Contracted Services - Proj # 1-3469		35,935.00
		<b>Subtotal - Project 1-3469</b>	<b>\$</b>	<b>35,935.00</b>
DVM Utilities, Inc	V # 1579615	Invoice # - FINAL 8/01/21 -12/31/21 - Contracted Services - Proj # 1-3269	\$	2,200.00
		<b>Subtotal - Project 1-3269</b>	<b>\$</b>	<b>2,200.00</b>
CSM Mechanical LLC	TBP	Invoice # 21-835 - Contractor Payments - Proj #1-3451	\$	9,805.00
		<b>Subtotal - Project 1-3451</b>	<b>\$</b>	<b>9,805.00</b>
York	TBP	Invoice # NRI-1754 - Equipment Replacement - Proj #1-3631	\$	16,874.00
		<b>Subtotal - Project 1-3631</b>	<b>\$</b>	<b>16,874.00</b>
		<b>Total</b>	<b>\$</b>	<b>318,871.39</b>

**Chapter 20 Drainage Board Meeting**  
**Regular Meeting – Tuesday, January 25, 2022**

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**7. George W. Kuhn Drain**

## **AGENDA**

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

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of December 14, 2021
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 \$40,140.97
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

December 14, 2021

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 14<sup>th</sup> day of December 2021.

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 November 16, 2021 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 Gary Nigro, Chief Engineer, dated December 14, 2021, requesting the Board to authorize the Chairperson to execute all necessary documents, including the easement use agreement for construction of a secondary power line associated with this MDOT project within an existing Drainage District easement was presented. It was moved by Markham, supported by Woodward to authorize the Chairperson to execute all necessary documents, including the easement use agreement for construction of a secondary power line associated with this MDOT project within an existing Drainage District easement as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Craig Tiell, Civil Engineer II, dated December 14, 2021, requesting the Board to approve final reserve payment for the Dequindre Pump Station Rehabilitation project in the amount of \$305,392.71 was presented. It was moved by Markham, supported by Woodward to authorize final reserve payment for the Dequindre Pump Station Rehabilitation project in the amount of \$305.392.71 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Final Change Order for Weiss Construction to extend the substantial completion and the final completion dates (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the final Change Order as presented.

ADOPTED: Yeas - 3  
Nays - 0

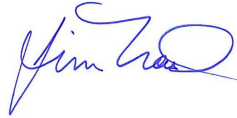
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$53,797.72 (as attached) was presented. It was move by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$53,797.72

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the George W. Kuhn Drain, Oakland County, Michigan, held on the 14<sup>th</sup> day of December 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 George W. Kuhn Drain Drainage District.



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Jim Nash, Chairperson

Dated: December 14, 2021



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

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

**DATE:** January 25, 2022

**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>
FK Engineering Associates	TBP	Invoice # 20-060-014 - Contracted Services -11/07/21 - 12/18/21	\$ 5,190.75
		<b>Subtotal Project # 1-2847</b>	<b>\$ 5,190.75</b>
OHM	TBP	Invoice # 46330 - Contracted Services - 11/20/21	\$ 4,060.00
Environmental Consulting & Technology	TBP	Invoice # 215792 - Contracted Services - 11/26/21	540.00
Dickinson Wright, PLLC	TBP	Invoice # 1647367 - Legal Services - 11/30/2021	20,439.36
Dickinson Wright, PLLC	TBP	Invoice # 1653933 - Legal Services - 12/31/2021	9,910.86
		<b>Subtotal</b>	<b>\$ 34,950.22</b>
		<b>Total</b>	<b>\$ 40,140.97</b>

## **8. Case Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE CASE DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of November 26, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,829
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

November 26, 2019

A meeting of the Drainage Board for the Case 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 26<sup>th</sup> day of November, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held March 26, 2019 were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

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

A request for reimbursement of the Drain Revolving Fund in the amount of \$405.55 (as attached) was presented. It was moved by Woodward, supported by Nash, to reimburse the Drain Revolving Fund in the amount of \$405.55.

ADOPTED: Yeas - 2  
Nays - 0

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

ADOPTED: Yeas - 2  
Nays - 0

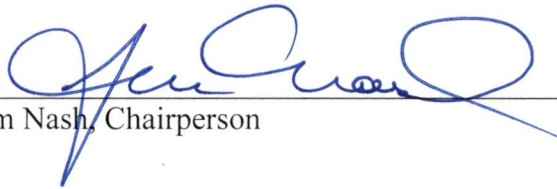
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 of the Case Drain, Oakland County, Michigan, held on the 26<sup>th</sup> day of November, 2019, 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 of the Case Drain Drainage District.



\_\_\_\_\_  
Jim Nash, Chairperson

Dated: December 4<sup>th</sup>, 2019

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Case Drain**

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	03/26/19	
Last Assessment:		\$5,942
Current Available Cash:		(\$829)

Expenditure History:	Fiscal Year	Amount
	2015	\$749
	2016	\$1,498
	2017	\$1,784
	2018	\$1,375
	2019	\$2,097
	2020	\$2,578
	2021	\$1,376

Estimated Expenditures:	Year	Amount
	2022	\$2,000
	2023	\$2,000
	2024	\$2,000
	<b>Total</b>	<b>\$6,000</b>

**Recommended Assessment:**

Current Cash Deficit	\$829
Total Anticipated Expenses 2022 - 2024	\$6,000
Proposed Special Maintenance Expenses	\$0

**TOTAL RECOMMENDED ASSESSMENT \$6,829**

Prepared by: Michael R. McMahon Date: 1/25/2022  
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 1/25/2022  
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of November 30, 2021, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE CASE DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
Charter Township of Bloomfield	67.6873%	\$ 4,622.37	\$ 4,622.37	-	-
County of Oakland	32.3127%	\$ 2,206.63	\$ 2,206.63	-	-
<b>Total</b>	<b>100.000%</b>	<b>\$ 6,829.00</b>	<b>\$ 6,829.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 9/9/1968.

Assessment Payment Due Date(s): Payment #1 02/28/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Case Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Case Drain

The foregoing Special Assessment Roll for the maintenance of the Case Drain was approved by the Drainage Board on \_\_\_\_\_ .

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Case Drain

**Chapter 20 Drainage Board Meeting**  
**Regular Meeting – Tuesday, January 25, 2022**

---

**9. Hampton Drain**



## **AGENDA**

### **DRAINAGE BOARD FOR THE HAMPTON DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 26, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$47,577
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

March 26, 2019

A meeting of the Drainage Board for the Hampton 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 26<sup>th</sup> day of March 2019.

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

Helaine Zack, Chairperson of the Finance Committee,  
Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held October 28, 2014 were presented for consideration. It was moved by Zack, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$67,000 for the Hampton Drain (as attached) were presented. It was moved by Woodward, supported by Zack, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$67,000 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for reimbursement of the Drain Revolving Fund in the amount of \$1,557.67 (as attached) was presented. It was moved by Zack, supported by Woodward, that the Drain Revolving Fund be reimbursed in the amount of \$1,557.67.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



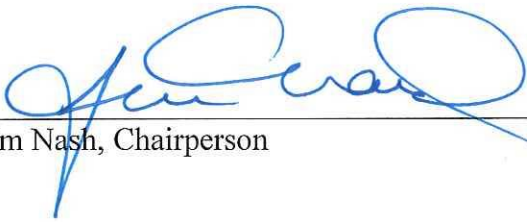
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Jim Nash, Chairperson

STATE OF MICHIGAN            )  
  )SS.  
COUNTY OF OAKLAND        )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Hampton Drain, Oakland County, Michigan, held on the 26<sup>th</sup> day of March 2019, 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 of the Hampton Drain Drainage District.

  
\_\_\_\_\_  
Jim Nash, Chairperson

Dated: April 15, 2019

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Hampton Drain**

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	03/26/19	
Last Assessment:		\$67,000
Current Available Cash:		(\$8,377)

Expenditure History:	Fiscal Year	Amount
	2015	\$11,106
	2016	\$7,598
	2017	\$5,192
	2018	\$12,906
	2019	\$8,971
	2020	\$8,865
	2021	\$15,730

Estimated Expenditures:	Year	Amount
	2022	\$10,900
	2023	\$10,900
	2024	\$10,900
	<b>Total</b>	<b>\$32,700</b>

**Recommended Assessment:**

Current Cash Deficit	\$8,377
Total Anticipated Expenses 2022 - 2024	\$32,700
Proposed Special Maintenance Expenses	\$6,500

**TOTAL RECOMMENDED ASSESSMENT** **\$47,577**

Prepared by: Michael R. McMahon Date: 1/25/2022  
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 1/25/2022  
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of November 30, 2021, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE HAMPTON DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
City of Rochester Hills	97.0100%	\$ 46,154.45	\$ 46,154.45	-	-
State of Michigan	2.9900%	\$ 1,422.55	\$ 1,422.55	-	-
<b>Total</b>	<b>100.000%</b>	<b>\$ 47,577.00</b>	<b>\$ 47,577.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 7/13/1993.

Assessment Payment Due Date(s): Payment #1 02/28/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Hampton Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Hampton Drain

The foregoing Special Assessment Roll for the maintenance of the Hampton Drain was approved by the Drainage Board on \_\_\_\_\_.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Hampton Drain

**Chapter 20 Drainage Board Meeting**  
**Regular Meeting – Tuesday, January 25, 2022**

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**10. Johnson Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE JOHNSON DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of August 27, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$19,500
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn



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

August 27, 2019

A meeting of the Drainage Board for the Johnson 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 27<sup>th</sup> day of August, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, 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 August 23, 2016 were presented for consideration. It was moved by Zack, 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 \$18,530 for the Johnson Drain (as attached) were presented. It was moved by Zack, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$18,530 as presented.

ADOPTED: Yeas - 2  
Nays - 0

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

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 of the Johnson Drain, Oakland County, Michigan, held on the 27<sup>th</sup> day of August, 2019, 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 of the Johnson Drain Drainage District.

  
\_\_\_\_\_  
Jim Nash, Chairperson

Dated: September 4<sup>th</sup>, 2019

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Johnson Drain**

Assessment for maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved: 08/27/19  
 Last Assessment: \$18,530  
 Current Available Cash: \$1,838

Expenditure History:	Fiscal Year	Amount
	2015	\$5,108
	2016	\$3,672
	2017	\$5,507
	2018	\$6,937
	2019	\$6,913
	2020	\$5,715
	2021	\$7,031

Estimated Expenditures:	Year	Amount
	2022	\$6,400
	2023	\$6,500
	2024	\$6,600
	<b>Total</b>	<b>\$19,500</b>

**Recommended Assessment:**

Current Cash Deficit \$0  
 Total Anticipated Expenses 2022 - 2024 \$19,500  
 Proposed Special Maintenance Expenses \$0

**TOTAL RECOMMENDED ASSESSMENT \$19,500**

Prepared by: Michael R. McMahon Date: 1/25/2022  
 Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 1/25/2022  
 Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of November 30, 2021, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE JOHNSON DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
City of Auburn Hills	86.7900%	\$ 16,924.05	\$ 11,195.91	\$ 5,728.14	-
County of Oakland	4.8500%	\$ 945.75	\$ 945.75	-	-
State of Michigan	8.3600%	\$ 1,630.20	\$ 1,630.20	-	-
<b>Total</b>	<b>100.000%</b>	<b>\$ 19,500.00</b>	<b>\$ 13,771.86</b>	<b>\$ 5,728.14</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 10/10/1989.

Assessment Payment Due Date(s): Payment #1 02/28/2022  
Payment #2 02/28/2023

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Johnson Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Johnson Drain

The foregoing Special Assessment Roll for the maintenance of the Johnson Drain was approved by the Drainage Board on \_\_\_\_\_.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Johnson Drain

**Chapter 20 Drainage Board Meeting**  
Regular Meeting – Tuesday, January 25, 2022

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**11. Law Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE LAW DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 26, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$17,400
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

March 26, 2019

A meeting of the Drainage Board for the Law 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 26<sup>th</sup> day of March 2019.

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

Helaine Zack, Chairperson of the Finance Committee,  
Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held March 27, 2018 were presented for consideration. It was moved by Zack, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$20,626 for the Law Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$20,626 as presented.

ADOPTED: Yeas - 3  
Nays - 0


A request for reimbursement of the Drain Revolving Fund in the amount of \$750.50 (as attached) was presented. It was moved by Zack, supported by Woodward, that the Drain Revolving Fund be reimbursed in the amount of \$750.50.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Jim Nash, Chairperson



STATE OF MICHIGAN            )  
  )SS.  
COUNTY OF OAKLAND        )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Law Drain, Oakland County, Michigan, held on the 26<sup>th</sup> day of March 2019, 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 of the Law Drain Drainage District.



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Jim Nash, Chairperson

Dated: April 15, 2019

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Law Drain**

Assessment for estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	03/26/19	
Last Assessment:		\$20,262
Current Available Cash:		\$4,469

Expenditure History:	Fiscal Year	Amount
	2015	\$1,403
	2016	\$816
	2017	\$6,033
	2018	\$9,892
	2019	\$3,802
	2020	\$8,734
	2021	\$3,097

Estimated Expenditures:	Year	Amount
	2022	\$5,800
	2023	\$5,800
	2024	\$5,800
	<b>Total</b>	<b>\$17,400</b>

**Recommended Assessment:**

Current Cash Deficit	\$0
Total Anticipated Expenses 2022 - 2024	\$17,400
Proposed Special Maintenance Expenses	\$0

**TOTAL RECOMMENDED ASSESSMENT \$17,400**

Prepared by: Michael R. McMahon Date: 1/25/2022  
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 1/25/2022  
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of November 30, 2021, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE LAW DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
Charter Township of Bloomfield	78.2300%	\$ 13,612.02	\$ 13,612.02	-	-
County of Oakland	21.7700%	\$ 3,787.98	\$ 3,787.98	-	-
<b>Total</b>	<b>100.000%</b>	<b>\$ 17,400.00</b>	<b>\$ 17,400.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 8/30/1994.

Assessment Payment Due Date(s): Payment #1 02/28/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Law Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Law Drain

The foregoing Special Assessment Roll for the maintenance of the Law Drain was approved by the Drainage Board on \_\_\_\_\_.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Law Drain

**Chapter 20 Drainage Board Meeting**  
**Regular Meeting – Tuesday, January 25, 2022**

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**12. Lynn D Allen Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE LYNN D. ALLEN DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 26, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,248
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE LYNN D. ALLEN DRAIN**

March 26, 2019

A meeting of the Drainage Board for the Lynn D. Allen 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 26<sup>th</sup> day of March 2019.

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

Helaine Zack, Chairperson of the Finance Committee,  
Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held June 19, 2012 were presented for consideration. It was moved by Zack, 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.

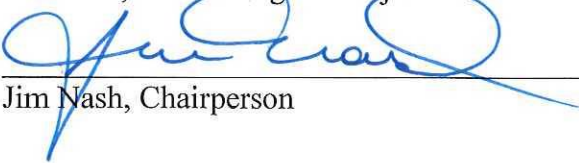
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$7,761 for the Lynn D. Allen Drain (as attached) were presented. It was moved by Woodward, supported by Zack, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$7,761 as presented.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

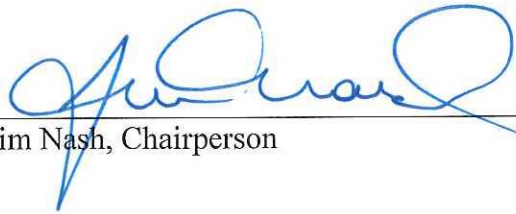
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 of the Lynn D. Allen Drain, Oakland County, Michigan, held on the 26<sup>th</sup> day of March 2019, 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 of the Lynn D. Allen Drain Drainage District.



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Jim Nash, Chairperson

Dated: April 15, 2019

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Lynn D. Allen Drain**

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	03/26/19	
Last Assessment:		\$7,761
Current Available Cash:		(\$1,848)

Expenditure History:	Fiscal Year	Amount
	2015	\$1,675
	2016	\$1,163
	2017	\$1,879
	2018	\$1,988
	2019	\$2,494
	2020	\$2,844
	2021	\$2,809

Estimated Expenditures:	Year	Amount
	2022	\$2,800
	2023	\$2,800
	2024	\$2,800
	<b>Total</b>	<b>\$8,400</b>

**Recommended Assessment:**

Current Cash Deficit	\$1,848
Total Anticipated Expenses 2022 - 2024	\$8,400
Proposed Special Maintenance Expenses	\$0

**TOTAL RECOMMENDED ASSESSMENT \$10,248**

Prepared by: Michael R. McMahon Date: 1/25/2022  
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 1/25/2022  
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of November 30, 2021, Fiscal Services Division Report.



**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE LYNN D. ALLEN DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
Charter Township of Bloomfield	79.9968%	\$ 8,198.08	\$ 8,198.08	-	-
County of Oakland	12.8365%	\$ 1,315.48	\$ 1,315.48	-	-
State of Michigan	7.1667%	\$ 734.44	\$ 734.44	-	-
<hr/>					
Total	<b>100.000%</b>	<b>\$ 10,248.00</b>	<b>\$ 10,248.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 9/22/1976.

Assessment Payment Due Date(s): Payment #1 02/28/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Lynn D. Allen Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Lynn D. Allen Drain

The foregoing Special Assessment Roll for the maintenance of the Lynn D. Allen Drain was approved by the Drainage Board on \_\_\_\_\_.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Lynn D. Allen Drain

## **13. Rewold Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE REWOLD DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of November 27, 2018
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$71,055
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

November 27, 2018

A meeting of the Drainage Board for the Rewold 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 27<sup>th</sup> day of November, 2018.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Thomas F. Middleton, Chairperson of the Finance Committee,  
Oakland County Board of Commissioners

Michael Gingell, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held December 18, 2012 were presented for consideration. It was moved by Middleton, supported by Gingell, that the minutes be approved.

ADOPTED: Yeas - 3  
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 \$124,058 for the Rewold Drain (as attached) were presented. It was moved by Gingell, supported by Middleton, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$124,058 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for reimbursement of the Drain Revolving Fund in the amount of \$1,282.98 (as attached) was presented. It was moved by Middleton supported by Gingell, that the Drain Revolving Fund be reimbursed in the amount of \$1,282.98.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

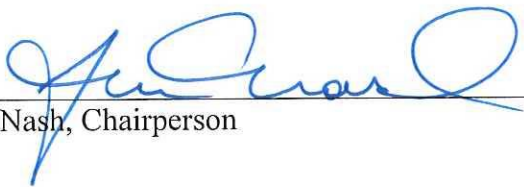
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Rewold Drain, Oakland County, Michigan, held on the 27<sup>th</sup> day of November, 2018, 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 Rewold Drain Drainage District.

  
\_\_\_\_\_  
Jim Nash, Chairperson

Dated: December 11, 2018

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Rewold Drain**

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	11/27/18	
Last Assessment:		\$124,058
Current Available Cash:		(\$13,655)

Expenditure History:	Fiscal Year	Amount
	2015	\$9,016
	2016	\$3,329
	2017	\$18,669
	2018	\$14,950
	2019	\$17,226
	2020	\$4,490
	2021	\$21,809

Estimated Expenditures:	Year	Amount
	2022	\$17,000
	2023	\$17,000
	2024	\$17,000
	<b>Total</b>	<b>\$51,000</b>

**Recommended Assessment:**

Current Cash Deficit	\$13,655
Total Anticipated Expenses 2022 - 2024	\$51,000
Proposed Special Maintenance Expenses	\$6,400

**TOTAL RECOMMENDED ASSESSMENT \$71,055**

Prepared by: Michael R. McMahon Date: 1/25/2022  
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 1/25/2022  
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of November 30, 2021, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE REWOLD DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
City of Rochester Hills	96.8100%	\$ 68,788.35	\$ 68,788.35	-	-
County of Oakland	1.7900%	\$ 1,271.88	\$ 1,271.88	-	-
State of Michigan	1.4000%	\$ 994.77	\$ 994.77	-	-
<b>Total</b>	<b>100.000%</b>	<b>\$ 71,055.00</b>	<b>\$ 71,055.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 2/22/2005.

Assessment Payment Due Date(s): Payment #1 02/28/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Rewold Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Rewold Drain

The foregoing Special Assessment Roll for the maintenance of the Rewold Drain was approved by the Drainage Board on \_\_\_\_\_.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Rewold Drain

## **14. Borden Drain**



## **AGENDA**

### **DRAINAGE BOARD FOR THE BORDEN DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of November 16, 2021
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 \$34,789.76
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

November 16, 2021

A meeting of the Drainage Board for the Borden 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 16<sup>th</sup> day of November, 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 April 27, 2021 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 \$38,063 for the Borden 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 \$38,063 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.



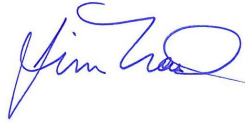
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Borden Drain, Oakland County, Michigan, held on the 16<sup>th</sup> day of November, 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 Borden Drain Drainage District.



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Jim Nash, Chairperson

Dated: November 16, 2021

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the Borden

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



**DATE:** January 25, 2022

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

	Ref No.	For	Amount
Waste Management	V # 1524497	Invoice # 0032356 -2336-4 - Garbage & Rubbish Disposal	\$ 8,902.15
Trojan Development	V # 1524649	Invoice # 2105 - Contracted Services	23,084.60
Waste Management	V # 1524523	Invoice # 0032402 -2336-6 - Garbage & Rubbish Disposal	2,803.01
		<b>Total</b>	<b>\$ 34,789.76</b>

## **15. McCulloch Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE MCCULLOCH DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of October 26, 2021
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 \$6,601
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

October 26, 2021

A meeting of the Drainage Board for the McCulloch 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 26<sup>th</sup> day of October, 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 September 21, 2021 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.

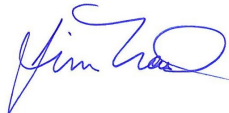
A request for Board approval of payment of invoices in the amount \$14,276 (as attached) was presented. It was moved by Markham, supported by Nash that the invoices in the amount of \$14,276 be paid as presented.

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.



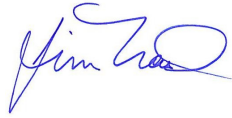
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the McCulloch Drain, Oakland County, Michigan, held on the 26<sup>th</sup> day of October, 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 McCulloch Drain Drainage District.



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Jim Nash, Chairperson

Dated: October 26, 2021



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

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



**DATE:** January 25, 2022

**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>
1/10/2022	V # 1579693	Fishbeck	Invoice # 406647 - Engineering Services - 11/26/21	\$ 3,442.00
1/10/2022	V # 1579696	Fishbeck	Invoice # 407502 - Engineering Services - 12/24/21	3,159.00
			<b>Total</b>	<b>\$ 6,601.00</b>

## **16. Perinoff Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE PERINOFF DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 20, 2012
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 \$14,199.50
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

**March 20, 2012**

A meeting of the Drainage Board for the Perinoff Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan on the 20th day of March, 2012.

The meeting was called to order by the Chairperson.

PRESENT: John P. McCulloch, Water Resources Commissioner

Thomas F. Middleton, Chairperson of the Finance Committee  
Oakland County Board of Commissioners

Jeff Matis, Vice Chairperson of the  
Oakland County Board of Commissioners

ABSENT: Michael Gingell, Chairperson of the  
Oakland County Board of Commissioners

ALSO PRESENT: Suzanne Coffey,  
Manager

Steve Korth,  
Manager

J. Bryan Williams,  
Dickinson Wright, PLLC

Joseph Colaianne,  
Insurance Administrator

Gary Nigro,  
Civil Engineer

Charles Tischer,  
Community Liaison

Lynn Sonkiss,  
Chief Fiscal Services

Holly Conforti,  
Chief Fiscal Services

Karrie Jager,  
Accountant

John Basch,  
Staff Assistant

Mary Ann Scholl,  
Staff Assistant

Megan Barnes,  
Paralegal

Minutes of the meeting held July 15, 2008 were presented for consideration. It was moved by Middleton, supported by Matis, that the minutes be approved as presented.

ADOPTED: Yeas - 3  
Nays - 0

Chairperson McCulloch noted that there were no members of the public in attendance.

A request to reimburse the Drain Revolving Fund in the amount of \$322.63 (as attached) was presented. It was moved by Middleton, supported by Matis, that the Drain Revolving Fund be reimbursed in the amount of \$322.63.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by McCulloch, supported by Middleton to certify attendance and authorize pro-rata payment of \$25.00 per day to Mr. Middleton and Mr. Matis.

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.

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John P. McCulloch, 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 Perinoff Drain, Oakland County, Michigan, held on the 20th day of March, 2012 and that the said minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.


I further certify that 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 Perinoff Drain Drainage District.

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John P. McCulloch, Chairperson

March \_\_\_\_\_ 2012

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

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

**DATE:** January 25, 2022

**SUBJECT:** Request for Reimbursement of Drain Revolving Fund

The following is a detail of Maintenance charges paid from the Drain Revolving Fund for the period ending January 15, 2022.

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
1/9/2022	V # 1579582	Inland Lakes Landscaping Corp	Invoice # 24678 - Contracted Services	\$ 14,199.50
			<b>Total</b>	<b>\$ 14,199.50</b>

## **17. Wilmont Drain**



## **AGENDA**

### **DRAINAGE BOARD FOR THE WILMONT DRAIN**

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of September 21, 2021
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 \$6,588.75
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

September 21, 2021

A meeting of the Drainage Board for the Wilmont 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 21<sup>st</sup> day of September, 2021.

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 January 26, 2021 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 Geoff Wilson, P.E. Drain Maintenance Engineer, dated September 21, 2021 requesting the Board receive and file the preliminary concept report from Fishbeck and authorize Fishbeck to proceed with the services outlined in the proposal dated September 2, 2021 through the existing Fishbeck engineering as-needed services contract was presented. It was moved by Markham, supported by Woodward, to receive and file the preliminary concept report from Fishbeck and authorize Fishbeck to proceed with the services outlined in the proposal dated September 2, 2021 through the existing Fishbeck engineering as-needed services contract as presented.

ADOPTED: Yeas - 3  
Nays - 0

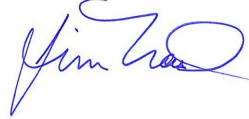
A request for approval of payment of invoices in the amount of \$5,365.82 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices in the amount of \$5,365.82.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Wilmont Drain, Oakland County, Michigan, held on the 21<sup>st</sup> day of September, 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 Wilmont Drain Drainage District.



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Jim Nash, Chairperson

Dated: September 21, 2021

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the WILMONT RELIEF DRAINS

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



**DATE:** January 25, 2022

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

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>		<u>Amount</u>
1/10/2022	V # 1579690	Fishbeck	Invoice # 405693 - Engineering Services - 10/29/21	\$ 5,060.75
1/10/2022	V # 1579702	Fishbeck	Invoice # 407507 - Engineering Services - 12/24/21	1,528.00
			<b>Total</b>	<b>\$ 6,588.75</b>

**18. Evergreen-Farmington  
Sanitary Drain**

## AGENDA

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

January 25, 2022

1. Call meeting to order
2. Approve minutes of meeting of December 14, 2021
3. Public Comments
4. Present Memorandum from Evans Bantios, Civil Engineer III, dated January 25, 2022 requesting the Board to approve the presented agreement with Walsh Construction to provide Construction Manager at Risk services for the 8 Mile Corrective Action Plan project and have the Chairperson further negotiate with Walsh Construction to reduce their preconstruction costs and Construction Manager at Risk fee
5. Present Memorandum from Evans Bantios, Civil Engineer III, dated January 25, 2022, requesting the Board to authorize the Chairman to execute all necessary documents to accept the Assignment of Easements prepared and executed by the City of Farmington Hills
6. Present memorandum from Carrie Cox, Chief Engineer, dated January 25, 2022, requesting the Board to approve the allocation of \$80,000 in Capital Improvement Funds to submit a State Revolving Fund Project Plan
7. Closed session to discuss with the Drainage District's attorney a memorandum as permitted under section 8(h) of the Open Meetings Act and which is exempt from public disclosure as subject to the attorney-client privilege pursuant to section 13(1)(g) of the Freedom of Information Act
8. Present Memorandum from Carrie Cox, Chief Engineer, dated January 25, 2022, requesting the Board to approve the allocation of \$135,000 in Capital Improvement Funds to begin the recommended review of three delisted areas
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**

December 14, 2021

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 14<sup>th</sup> day of December, 2021.

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 November 16, 2021 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.

Engineering Work Order No. D-438 for Hubble, Roth & Clark related to the South Evergreen Interceptor Rehabilitation Project in the amount of \$143,258 (as attached) was presented. It was moved by Markham, supported by Woodward, that Engineering Work Order D-438 be approved in the amount of \$143,258 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Evans Bantios, P.E. Project Engineer, dated December 14, 2021, requesting the board to award the South Evergreen Interceptor Rehabilitation project to Pipeline Management Company and authorize the Chairperson to sign the agreement for the South Evergreen Interceptor Rehabilitation Project between the Drainage District and Pipeline Management Company in the amount of \$1,854,000 was presented. It was moved by Markham, supported by Woodward to award the South Evergreen Interceptor Rehabilitation project to Pipeline Management Company and authorize the Chairperson to sign the agreement for the South Evergreen Interceptor Rehabilitation Project between the Drainage District and Pipeline Management Company in the amount of \$1,854,000 as presented.

ADOPTED: Yeas - 3  
Nays - 0



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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 14<sup>th</sup> day of December, 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 Evergreen-Farmington Sanitary Drain Drainage District.



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Jim Nash, Chairperson

Dated: December 14, 2021

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

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

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

**SUBJECT:** Approval of Agreement with Walsh Construction for Construction Manager at Risk Services Related to the 8 Mile CAP project

**DATE:** January 25, 2022

A request for proposal (RFP) package for Construction Manager at Risk (CMAR) services was sent to two preapproved bidders: Walsh Construction Company II, LLC (Walsh Construction) and Kiewit Infrastructure Co (Kiewit). The preapproved contractor list originally consisted of three companies. The third company, Walbridge, was unable to proposal on the work due to their existing heavy workload. Each proposal was individually scored by a six (6) person panel according to an established rubric based off the requirements of the RFP. The rubric centered around four core areas with the following weights:

- Relevant Past Project Experience and Staff Qualifications (40%)
- Proposed Project Approach (35%)
- Proposed Rates and Fees (20%)
- Business Organization and Integrity (5%)

The individual scores from each panel member were averaged to develop an overall score for each company. The overall average is shown in Table 1, along with the company's proposed preconstruction and CMAR fee.

Table 1 – Summary of RFP Score, Proposed Preconstruction Cost & CMAR Fee

	Walsh Construction	Kiewit
Overall Average Score	94.2	76.4
Preconstruction Cost	\$848,980.48	\$216,720
CMAR Fee	6.5%	16%

As shown in Table 1, the highest scoring firm was Walsh Construction, who also had the highest preconstruction costs but had a significantly lower CMAR Fee. It is important to note that the higher preconstruction cost was included as a factor in the overall score. The panel unanimously agreed that Walsh Construction had the most relevant project experience and staff qualifications as well as the best project methodology. It was further agreed that the value that Walsh Construction can bring to the project outweighs the higher preconstruction cost compared to the other firm. In addition, as part of finalizing the agreement, OMID can negotiate with Walsh Construction to reduce the preconstruction cost and CMAR fee.

**Requested Action: Approve the attached agreement with Walsh Construction to provide CMAR services for the 8 Mile CAP project and have the Chairperson further negotiate with Walsh Construction to reduce their preconstruction costs and CMAR fee.**

January 5, 2022  
Project No. 210169

Evans Bantios, PE  
Oakland County Water Resources Commissioner  
One Public Works Drive, Building 95 West  
Waterford, MI 48328

**Bid Evaluation**  
**EFSD – 8 Mile Road Conveyance Project**  
**Construction Manager at Risk Services**

Dear Mr. Bantios:

On Thursday, December 16, 2021, at 1 p.m. the bid opening for the referenced project occurred at the Oakland County Water Resources Commissioner's (WRC) Office. There was a total of two pre-qualified responsive bids from the following contractors:

- Walsh Construction Company II, LLC
- Kiewit Infrastructure Company

This project is being evaluated in a qualification-based selection process. As such, proposal prices were not read at the bid opening.

Each proposal was evaluated separately by review committee members and scored based on:

- Project Experience/Reference – 40 points
- Project Specific – 35 points
- Project Financials – 20 points
- Business Organization – 5 points

Attached is a copy of the Proposal Review Score Card. As the highest scorer, Walsh Construction Company II, LLC was selected for a pre-award interview. The interview was held at Fishbeck's Novi Office on January 5, 2022.

Based on the information provided during the evaluation process, Fishbeck recommends WRC award the contract to Walsh Construction Company II, LLC; subject to receiving acceptable bonds and insurance in accordance with the contract documents.

If you have any questions or require additional information, please contact me at 248.324.1228 or [mesedki@fishbeck.com](mailto:mesedki@fishbeck.com).

Sincerely,



**Maria E. Sedki, PE**

Vice President/Senior Civil Engineer

Attachments  
By email

Proposal Review Score Card

	Contractor	Fee *	Project Experience/Reference 40	Project Specific 35	Project Financials 20	Business Organization 5	Total Score 100	Ranking	Positives	Negatives
1	Walsh Construction Company II, LLC	\$848,980.48 \$3,266,053.52 \$845,000 <u>6.5%</u> <b>\$6,390,034</b>	37.6	34.0	18.4	4.2	<b>94.2</b>	<b>1</b>	<ul style="list-style-type: none"> <li>- Experienced in submitting proposals</li> <li>- Understood and highlighted pre-purchasing of equipment</li> <li>- Construction Management fee is only 6.5% per Kiewit 16%</li> <li>- Detroit Office</li> <li>- Local resources to bring to project including labor and equipment</li> <li>- Has experience working on a CMAR project with WRC</li> <li>- Listed more w/ww projects than Kiewit</li> <li>- Lots of good work planned in preconstruction phase = thus the higher price</li> <li>- Very good workplan. Gave good ideas to reduce time</li> <li>- Understood that they must competitively bid construction work</li> <li>- Very good on-site safety program</li> <li>- Very good MOPO</li> </ul>	<ul style="list-style-type: none"> <li>- Both Overall PM and Superintendence are relatively young</li> <li>- had more legal issues than Kiewit and a lot of lawsuits by other contractors</li> <li>- 3 times Kiewit for preconstruction assistance</li> <li>- Lots of disclaimers on cost proposal</li> <li>- Org Chart a little confusing with Oversight, Director Sr. PM and PM</li> <li>- A lot of the same people on Org Chart are working on NESPS. Can they do both timing wise?</li> <li>- Higher work accident rate</li> </ul>
2	Kiewit Infrastructure Co.	\$216,720 \$3,277,569 \$1,693,656 <u>16%</u> <b>\$8,707,945</b>	30.2	27.6	13.8	4.8	<b>76.4</b>	<b>2</b>	<ul style="list-style-type: none"> <li>- Given the size of the firms, few OSHA violations</li> <li>- Ketih Rahe has lots of CMGC Experience, so does Mke McLaren. but not in w/ww</li> <li>- Well developed workplan and initial sequencing at pump station but not on electrical, lining or SSO chamber</li> <li>- In-house lining experience</li> <li>- Pre-Construction Workplan is boilerplate but detailed. They have done this before</li> </ul>	<ul style="list-style-type: none"> <li>- Kiewit lawsuits in general are about timely access to site. Need to be careful</li> <li>- Also lawsuits against them from subs for payment</li> <li>- Insurance limits were not lump sum but per 100 payroll</li> <li>- Really high Construction Management Fee (16%), Walsh is only 6.5%</li> <li>- Ben Freidel does not seem to have experience as CMAR PM?</li> <li>- Reference Contact info provided but nothing else. All where rail projects</li> <li>- Staff has almost no w/ww projects</li> <li>- Not much discussion of Lining or work at SSO Chamber or electrical</li> <li>- They recommended using InEight management software and no mention of WRC's software</li> <li>- Used "field tours". implying that they think WRC will be hands off during construction?</li> <li>- Nothing much on willingness to pre-purchase equipment</li> <li>- very boilerplate proposal and not very Project specific</li> <li>- Proposal copied from GLWA proposal - A few GLWA references</li> <li>- Proposal has some mistakes</li> </ul>

\* Fee is based on an estimated construction cost of \$22 million

# AIA<sup>®</sup> Document A133<sup>™</sup> - 2009

## *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the \_\_\_\_\_th day of \_\_\_\_\_ in the year Two Thousand and Twenty \_\_\_\_\_  
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

«Evergreen Farmington Sanitary Drain Drainage District »  
«c/o Oakland County Water Resources Commissioner»  
«One Public Works Drive»  
«Building 95 West»  
«Waterford, Michigan 48328-1907»

and the Construction Manager:

(Name, legal status and address)

«»  
«»  
«»

for the following Project:

(Name and address or location)

«EFSD - 8 Mile Road Conveyance Project»  
«22430 Eight Mile Road»  
«Southfield, MI 48033 »

The Architect:

(Name, legal status and address)

« »  
«»  
«»

The Engineers:

(Name, legal status and address)

«Fishbeck»  
«39500 Mackenzie Drive, Suite 100»  
«Novi, MI 48377 »

«FK Engineering Associates»  
«30425 Stephenson Hwy.»  
«Madison Heights, MI 48071 »

«NTH Consultants, Ltd. »  
«41780 Six Mile Road, Suite 200»  
«Northville, MI 48168 »

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

«Applied Science Inc. »  
«300 River Place Dr., #5400»  
«Detroit, MI 48207 »

The Owner's Designated Representative:  
(Name, address and other information)

«Evans Bantios, P.E.»  
«Oakland County Water Resources Commissioner's Office»  
«One Public Works Drive»  
«Building 95 West»  
«Waterford, Michigan 48328-1907»  
«Bus.: 248-858-4018»  
«Mobile: 248-724-6617»  
«Email: bantiose@oakgov.com»

The Construction Manager's Designated Representative:  
(Name, address and other information)

«»  
«»  
«»  
«»  
«»  
«Phone: »  
«Mobile: »  
«Email: »

The Architect's Designated Representative:  
(Name, address and other information)

«»  
«»  
«»  
«»  
«Phone: »  
«Mobile: »  
«Email: »

The Engineer's Designated Representative (Primary):  
(Name, address and other information)

«Joe Siwek, PE»  
«Fishbeck»  
«39500 Mackenzie Drive, Suite 100»  
«Novi, MI 48377 »  
«Phone: 734-888-8753»  
«Mobile: 616-291-7478»  
«Email: jsiw@fishbeck.com»



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## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

§ 1.1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Bonds, Drawings, Advertisement, Information for Bidders, Request for Vendor Proposals (Solicitation Form) and attachments, Front End Documents and attachments, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, any attachments, and Modifications issued after execution of the Contract, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the A/E and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. Shop Drawings and reports of subsurface and other physical site conditions are not Contract Documents unless specifically identified as such.

§ 1.1.2 The intention of the Contract Documents is that all labor, materials, equipment, insurance, taxes, and other items necessary or appropriate to the proper execution and completion of the Work are included in the scope of the Work. It is intended that all Work and services required for the development, construction, completion and administration of the Project shall be supplied by the Contractor, including all Work that is reasonably inferable from the Contract Documents as being necessary or appropriate to produce the intended result—the complete development and construction of the Project so that it is functional for its intended purposes. Hence, statements herein of work or services to be provided or tasks to be undertaken are not intended to enumerate each and every item of Work required.

§ 1.1.3 The Contract Documents are intended to constitute a single agreement and every effort shall be made to construe such documents as being consistent and not contradictory, and what is required by one shall be binding as if required by all. In the event of any conflict between any provisions of the Contract Documents, the Owner is entitled to receive the more stringent requirement. If a conflict cannot be resolved by applying this principal, such conflict shall be resolved applying the order of precedence set forth in SC-1 of the Supplemental Conditions.

## § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and Engineers and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager shall endeavor to promote harmony and cooperation among the Owner, Architect, Engineers, Construction Manager and other persons or entities employed by or under contract with the Owner for the Project.

## § 1.3 General Conditions

For the Construction Phase, the General Conditions of the Contract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended by the parties, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, the A201-2007 also shall apply to the Preconstruction Phase. The term "Contractor" as used in A201-2007 shall mean the Construction Manager. When a Guaranteed Maximum Price has been agreed to between the parties, instances where the term "Contract Sum" is used in the AIA Document A201-2007 without any additional reference to the Guaranteed Maximum Price, the term "Contract Sum" shall nevertheless be deemed to mean the Guaranteed Maximum Price. The Guaranteed Maximum Price is also sometimes referred to as the "GMP".

## § 1.4 References

As used herein, the term "Architect" means the Architect and/or the Engineer(s) as applicable and at times both are referred to collectively as the "A/E". The term "Owner's Representative" may mean both the Owner's Designated Representative and/or the primary "Engineer's Designative Representative" identified on the first page of this Agreement, as applicable.

## § 1.5 Representations

In order to induce the Owner to enter into this Agreement, the Construction Manager makes the following material representations:

.1 Construction Manager has considered or will carefully consider all material aspects of the Contract Documents, Work, the Drawings and Specifications, locality, access routes, availability of materials, market and environmental conditions resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work;

.2 Construction Manager has studied the Project, all real property encompassing and surrounding the Project, all reports of investigations and tests of subsurface and latent physical conditions at the Project or otherwise affecting cost, progress or performance of the Work;

.3 Construction Manager has made or will caused to be made all examinations, analysis, schedules, investigations and tests, borings and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, borings, reports or similar data are required by Construction Manager for such purposes;

.4 Construction Manager acknowledges that the Contract Times and Contract Sum, once established, are sufficient in all respects to allow for the Construction Manager to complete the Work in strict accordance with the Contract Documents, including work inferred therefrom;

.5 Construction Manager has given or will give the Architect or Engineer, written notice of all conflicts, errors omissions and/or discrepancies that it has discovered, or should have reasonably discovered, in the Contract Documents and the written resolution thereof by Architect or Engineer, is or will be acceptable to Construction Manager;

.6 Construction Manager acknowledges that Work, construction, reconstruction, and services will occur during all seasons of the year, including winter and wet weather months and during winter and wet weather conditions,

but notwithstanding these conditions, Construction Manager acknowledges that it has informed itself of the weather history of the area of the Site, including without limitation, conditions documented by N.O.A.A. for a 100-year history. Construction Manager shall complete the Work and the Project within the Contract Times and without exceeding the Contract Price; and

.7 Construction Manager's Guaranteed Maximum Price proposal will be true and accurate in all respects, and will include all Work necessary to complete the Project within the Contract Times and without exceeding the Contract Price.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2 and the services identified in Section 4 of the Solicitation Specifications. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

### § 2.1.2 Consultation

The Construction Manager, with the A/E, shall jointly schedule and conduct meetings with the A/E and Owner to discuss such matters as procedures, progress, cost estimating, value engineering, long-lead procurement, Construction Manager's bidding process for Subcontracts and purchase orders, coordination, and scheduling of the Work. The Construction Manager shall consult with the Owner and the A/E regarding site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and A/E on constructability; availability of materials and labor; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. If the A/E or Construction Manager suggest alternative materials and systems or other value engineering options, the Construction Manager shall provide cost evaluations of those alternative materials and systems or options

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the A/E's review and the Owner's acceptance. The Construction Manager shall obtain the A/E's approval for the portion of the Project schedule relating to the performance of the A/E's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the A/E's services, other Owner consultants' services, if any, the activities of the design/build Subcontractors, and the Owner's responsibilities and identify items that could affect the Project's timely completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and A/E and shall take any corrective actions as directed. Upon review and acceptance by the Owner of the Construction Schedule, as evidenced by its inclusion in the Guaranteed Maximum Price Amendment, it shall be deemed part of the Contract Documents. If not accepted, the Construction Schedule shall be promptly revised by the Construction Manager in accordance with the recommendations of the A/E and Owner and re-submitted for acceptance. The updated Construction Schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the phasing requirements of the Owner.

### § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

## § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the A/E, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the A/E's review and Owner's approval. If the A/E or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the A/E progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the A/E's review and the Owner's approval. The Construction Manager shall inform the Owner and A/E when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.5.3 It is understood that the Project will be designed to meet the Owner's Budget for the Work and that the purpose of the Construction Manager's cost estimating services under this Section 2.1.5 is to confirm that the cost to construct the Work, as designed and further refined, does not exceed the Owner's Budget for the Work. Accordingly, if any estimate submitted to the Owner exceeds the Owner's Budget for the Work, the Construction Manager, together with the A/E, shall make appropriate recommendations to the Owner for value engineering and other revisions to the Drawings and Specifications. Upon the Owner's acceptance of such value engineering recommendations, the Owner shall require the A/E to incorporate the value engineering recommendations into the Contract Documents, and the A/E shall remain solely responsible for verifying the sufficiency of such design as the architect and/or engineer of record.

## § 2.1.6 Subcontractors and Suppliers

§ 2.1.6.1 The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.6.2 If the Owner authorizes the Construction Manager in writing to proceed with the public bidding of Subcontracts, the Construction Manager shall bid and award Subcontracts in accordance with the procedures in this Section 2.1.6 and Owner's Instructions for Bidders, including Appendix I, Oakland County's Purchasing, Policies and Procedures. The Construction Manager acknowledges and agrees that the procurement of the Work for the Project on an open-book competitive bidding basis with full transparency to the Owner is of the essence of this Agreement and that the provisions of this Section 2.1.6 shall be strictly enforced. Bidding shall be scheduled and conducted so as to achieve material/equipment best value, lead time etc. In consultation with the Owner, the Construction Manager shall provide pre-bid trade awards and material/equipment pre-purchases as deemed necessary to facilitate the Project schedule. In consultation with the Owner and A/E, the Construction Manager shall manage the bid process, awards and subcontracts for all Work as provided herein.

§ 2.1.6.3 Except for supervision and other incidental Work performed by the Construction Manager's personnel as part of the General Condition Costs, all Work under this Agreement shall be performed by Subcontractors and suppliers under Subcontracts, purchase orders or other appropriate agreements with the Construction Manager, and neither the Construction Manager nor any affiliated entity shall perform any work or services or furnish any materials or equipment in connection with the Work with its own forces unless the Owner approves the Construction Manager to self-perform Work by its own forces or through an affiliate.

§ 2.1.6.4 The Construction Manager shall develop bidders' interest in the Project and utilize its best efforts to secure no less than three (3) competitive bids for each trade package. The Construction Manager shall consult with the Owner regarding the bidding and buy-out process in advance and shall permit the Owner to participate in such process. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders.

§ 2.1.6.5 Substantially in accordance with Owner's Instructions for Bidders and Oakland County's Purchasing Policies and Procedures, as they may be amended for this Project, the Construction Manager shall pre-qualify all bidders on the bidders list, issue bidding documents to bidders, conduct pre-bid conferences with prospective bidders, assist the A/E with regard to questions from bidders and with the issuance of addenda, receive bids, prepare bid analyses and make recommendations to the Owner in connection with the award of Subcontracts or rejection of bids. The Construction Manager shall issue the current Project schedule with each set of bidding documents.

§ 2.1.6.6 When making award recommendations to the Owner and A/E, the Construction Manager shall analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and A/E a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the designed scope of work. The Construction Manager shall review the scope of Work in detail with the apparent lowest, responsive, and responsible bidders and attempt to achieve additional savings through negotiation whenever practical. The Construction Manager shall maintain records of all pre-award interviews with apparent successful bidders. Prior to award of any subcontract or purchase order, the Construction Manager shall provide documentation of the bidding process in such detail as may be requested by the Project Representatives.

§ 2.1.6.7 Subcontracts and purchase orders shall be awarded to bidders recommended by the Construction Manager and approved by the Owner and A/E. The award of subcontracts shall be subject to Owner's approval, but the Construction Manager shall not be required to contract with any party to whom the Construction Manager has a reasonable objection.

§ 2.1.6.8 The Construction Manager shall promptly submit a copy of each executed subcontract and purchase order to the A/E. The Construction Manager shall not re-bid any portion of the Work without the Owner's prior written approval and the participation of the Owner. The Cost of the Work payable by the Owner under Article 6 for the subcontracted or purchased Work shall be limited to the amounts payable by the Construction Manager under the Subcontracts, purchase orders and other agreements approved by the Owner under this Section 2.1.6.3, adjusted by Change Orders executed by the Owner under Article 7 of the General Conditions of the Contract for Construction.

§ 2.1.6.9 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 6 below.

§ 2.1.6.10 For any and all portions of the Work that the Construction Manager wishes to perform with its own forces, or those of an affiliated entity, the Construction Manager shall so notify the Owner in advance. If the Owner provides its prior written consent (which may be conditioned), the Construction Manager shall participate as a bidder on a trade package in accordance with the provisions of this Section 2.1.6 and the obligations imposed on potential Subcontractors. Any contract between the Construction Manager and the Owner arising as the result of the Construction Manager being the successful bidder on a trade package shall be a direct contract between the Construction Manager and the Owner, but the Construction Manager shall otherwise be considered a Subcontractor for purposes of the Contract Documents.

§ 2.1.6.11 If the Construction Manager or an affiliate or related party proposes to self-perform any portion of the Work, the Construction Manager shall prepare a bid for the portion of the Work that it or one of its affiliates or a "related party" (as defined in Section 6.10.2 below) proposes to perform, which bid, along with those competitive bids obtained by the Construction Manager, will be submitted directly to the Project Representatives for opening, review, consideration and acceptance. The Construction Manager's bid must be submitted before the above competitive bids are due. Such actions taken by the Construction Manager shall constitute the Construction Manager's offer (which offer shall be open for acceptance by the Owner) and shall not be revoked or modified by the Construction Manager without the consent of Owner for a period of thirty (30) days from the date such offer is delivered to the Owner to perform such Work. No bids shall be received, opened, or accepted by the Construction Manager for Work that it proposes to perform with its own forces, or those of an affiliated person or entity.

§ 2.1.6.12 No portion of the Work shall be performed until a Subcontractor has been approved by the Owner, an approved form of subcontract by Owner has been entered into between the Construction Manager and the Subcontractor, and a copy of such subcontract has been delivered to the Owner. Each subcontract shall require that all Work performed or materials, supplies or equipment furnished pursuant thereto shall comply with the Contract Documents pertinent thereto and the Applicable Laws relating to such Work. Each subcontract shall include:

- .1 provisions for a hold-back of ten percent (10%) of each payment until such time when the Work of such Subcontractor is complete, unless otherwise agreed to by the Owner or circumstances warrant the retention of the 10% hold-back or some lesser amount as recommended by Construction



Manager and approved by Owner; the provisions of MCL 125.1563 shall govern over any provisions contained herein that are found to conflict with the provisions of the statute;

- .2 an obligation on the part of the Subcontractor to promptly repair, at no additional cost to the Owner, any latent defects and to replace any defective materials, supplies or equipment, provided that notice thereof is given within two (2) years of the date of Final Acceptance, or such longer period as may be required by the Contract Documents;
- .3 if not enrolled in the OCIP, a requirement that each Subcontractor provide and maintain in full force and effect, until final payment is made under its Subcontract, and for a period of six (6) years thereafter for completed operations coverage, the insurance more particularly described in the approved Subcontract;
- .4 a provision that if this Agreement is terminated for cause by Owner pursuant to Section 14.2 of the A201-2007, the Subcontract, at the option of the Owner, shall be assigned by the Construction Manager to the Owner, or such entity or entities as the Owner may direct and, in such event, the assignee shall assume responsibility for the payment of all undisputed sums then due and owing to the Construction Manager for the Subcontractors, and all of the Construction Manager's liabilities thereunder arising from and after the date of such assignment; provided, however, that nothing contained herein shall be deemed to release the Construction Manager from liability to such Subcontractor, or to the Owner, or such other entity or entities, with respect to claims (other than for payment of amounts identified above) arising prior to the date of such termination;
- .5 a provision requiring the Subcontractor to indemnify the Owner Indemnitees as set forth in SC-9 of the Supplemental Conditions; and
- .6 a provision requiring Subcontractors to be responsible for labor disputes within their control and to take all responsible steps to resolve such disputes.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to, or by reasonable study of the Drawings and Specifications in accordance with the Standard of Care, should have been discovered by the Construction Manager as a request for information in such form as the Architect may require.

#### § 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable local, state and federal laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

#### § 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction

Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 If the Construction Manager proposes value engineering options acceptable to the Owner that will reduce the overall Cost of the Work and such recommendations will require changes to or further development of the Drawings and Specifications by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. The Guaranteed Maximum Price shall reflect such accepted value engineering suggestions but is not intended to include any other changes in scope, systems, kinds, qualities, quantities of materials, finishes or equipment differing from that shown or reasonably inferable from the information stated in the design documents upon which the Guaranteed Maximum Price is based, subject to the qualifications and assumptions to that Guaranteed Maximum Price, all of which, if required, would warrant an adjustment to the Guaranteed Maximum Price by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a construction contingency for the Construction Manager's use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order in an amount to be mutually agreed by Owner and Construction Manager.

§ 2.2.4.1 Construction Manager's contingency shall not be used to cover items resulting from the Construction Manager's negligence or to cover Construction Manager's General Conditions expenses. Construction Manager acknowledges that the construction contingency may only be used for the following: (i) items of Work within the scope of this Agreement that were not included in a Subcontract, i.e., scope gap; (ii) a Force Majeure Event; (iii) casualty losses and related expenses uncompensated by insurance or otherwise and sustained by the Construction Manager in connection with the Work, except to the extent such losses or expenses are attributable, in whole or in part, to the Construction Manager's error or omission; and (iv) unanticipated scheduling issues such as adverse weather conditions as provided in Section 15.1.5.2 of the A201 General Conditions.

§ 2.2.4.2 Prior to expending any contingency funds, the Construction Manager shall first submit to the Owner a written request for approval to expend funds from the contingency account, if time permits. The request should specifically detail the use of the funds and justification for their use. Construction Manager thereafter shall report the use of the funds to the Owner in Construction Manager's monthly report in a separate accounting, which accompanies its Application for Payment. Owner reserves the right to withhold reimbursement to the Construction Manager for any contingency expense if its failure to timely report the expense causes prejudice to the Owner.

§ 2.2.4.3 Unless otherwise provided in the Contract Documents or agreed by the Owner in writing, the Construction Manager shall not use unused contingency and allowance amounts to offset cost overruns beyond the Guaranteed Maximum Price. In addition, Construction Manager shall bear contingency-eligible costs in excess of the contingency amount. Any unused contingency shall be credited back to the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and A/E to review the Guaranteed Maximum Price proposal. In the event that the Owner and A/E discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the A/E. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and A/E of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

## § 2.3 Construction Phase

### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

### § 2.3.2 Administration

§ 2.3.2.1 General In addition to the requirements of the General Conditions of the Contract for Construction, the Construction Manager shall provide overall administration and site supervision of the construction of the Work through Project close-out. Owner’s requirements for site supervision are set forth in SC-2 of the Supplemental Conditions.

§ 2.3.2.2 Meetings In conjunction with the A/E, the Construction Manager shall schedule and conduct meetings to discuss such matters, including, but not limited to, procedures, progress, coordination, scheduling, Claims and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and A/E.

§ 2.3.2.3 Reports The Construction Manager shall record the progress of the Project. On a monthly basis, in connection with the submittal of the Construction Manager’s Application for Payment, or otherwise as agreed to by the Owner’s Representative, the Construction Manager shall submit written progress reports to the Owner and A/E showing percentages of completion and other information required by the Owner’s Representative. The Construction Manager also shall keep, and make available to the Owner’s Representative and A/E, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner’s Representative.

§ 2.3.2.4 (Intentionally omitted)

§ 2.3.2.5 (Intentionally omitted)

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and A/E a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 (Intentionally omitted)



§ 2.3.2.8 Cost Management The Construction Manager, in coordination with the A/E, shall develop and implement a system of cost control, tracking and reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes using, among other things, applicable E-Builder modules. The cost control and reporting system and the forms to be used by the Construction Manager to implement the system shall be subject to the approval of the Owner and A/E. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and A/E and shall provide this information in its monthly reports to the Owner and A/E in accordance with Section 2.3.2.3 above.

#### § 2.3.2.9 Change Management

§ 2.3.2.9.1 Using Procore, among other things, the Construction Manager, in coordination with the A/E, shall develop and implement a system to track and report all changes and pending changes to the Work, including without limitation, a change log including all changes proposed by the Construction Manager, Owner and/or A/E; status of cost proposals, acceptance of changes by the Owner, status of Work to perform the change, and costs for pending changes and approved Change Orders. The change management system, change log and other forms to be used by the Construction Manager to implement the system shall be subject to the approval of the Owner and A/E.

§ 2.3.2.9.2 Using Procore, among other things, the Construction Manager shall keep separate records of all Costs of the Work and General Conditions Costs associated with any Change Order.

§ 2.3.2.9.3 Using Procore, among other things, Construction Manager, in coordination with the A/E, shall provide to the Owner's Representative a continuous (accurate in real time) running weekly updated change log, including potential, requested, pending and approved Change Orders, that summarizes changes and potential changes to the Work that have occurred since the beginning of the Construction Phase. With this change log the Construction Manager shall provide a specific descriptive breakdown of all proposed changes that have occurred since the last reporting period requesting the Owner's signature for acceptance or rejection of the proposed changes. The change log shall also include a continuous (accurate in real time) running weekly updated report of all potential changes to the Work, including follow-up activities and estimated costs due to each such potential change.

§ 2.3.2.9.4 Prior to submittal to the Owner and A/E for review and approval, the Construction Manager shall review all Subcontractor and supplier proposals and invoices for changed Work and proposed changes to verify that they comply with the requirements of the Contract Documents pertaining to costs to be reimbursed by the Owner.

§ 2.3.2.9.5 All amounts payable by the Owner for changes to the Work shall be subject to audit by the Owner.

§ 2.3.2.10 If the bid of the lowest, responsible, responsive bidder or negotiated proposal for any bid package exceeds the Construction Manager's budget line item price for such package in its initial Guaranteed Maximum Price proposal, or if less than three bids are received by Construction Manager, with the Owner's written approval, one of the following options shall be followed:

- .1 The Construction Manager shall negotiate with the lowest, responsible, responsive bidder to reduce the price of the bid package to a cost which will not exceed the budget line item price; or
- .2 The Construction Manager shall reject all bids and issue a revised invitation within a reasonable time; or
- .3 The Owner shall give written approval of an increase in the budget line item price for the work, and the Construction Manager shall award the work to the low bidder for a price above the budget line item; or
- .4 The Owner shall direct the A/E to revise the Project program, scope, or quality as required to reduce the Cost of the Work and the Construction Manager shall issue a revised bid invitation within a reasonable time; or
- .5 Construction Manager shall use buy-out savings from other trade packages to offset the cost of the higher bid; or
- .6 Construction Manager shall implement any other mutually acceptable alternative.

#### § 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## § 2.5 Hazardous Materials

SC-12 of the Supplemental Conditions shall apply to both the Preconstruction and Construction Phases.

## ARTICLE 3 OWNER'S RESPONSIBILITIES

### § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

### § 3.1.2 (Intentionally omitted)

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and A/E. The Owner and the A/E, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner shall furnish, when such services are requested by the Construction Manager and approved by the A/E, the services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

- .1 Construction Manager may only rely on technical data contained in such reports except where indicated otherwise in the Contract Documents. Evaluations, analyses, recommendations, or conclusions contained in such reports shall not be relied upon in formulating the GMP for this work. This data is offered to the Construction Manager as information about underground and site conditions only at the locations at which any borings, sampling, or other data collection were made. The Owner does not represent or warrant that the underground conditions encountered at or near the site during construction will generally or specifically conform to underground conditions described in the data in these borings or any accompanying descriptive report.
- .2 Construction Manager shall draw its own conclusions as to site, underground or soil conditions from its own experience, independent knowledge and investigation of the site, and it should secure such other and additional information and data as it considers necessary or desirable to check and supplement the provided underground data for specific locations. The Construction Manager shall

complete the work under any job or field condition, which was present and/or ascertainable prior to executing this Agreement.

- 3 If Construction Manager wishes to conduct any additional underground or site exploration or testing it shall do so at its own expense as necessary. Construction Manager shall obtain Owner's written permission before proceeding.
- 4 All Work, either incidental or directly related to the Contract, shall be performed for the Contract Sum regardless of soil conditions encountered.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### § 3.2 Owner's Designated Representative

The Owner's Representative is authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative and may also refer to the primary Engineer's Designated Representative, when applicable.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § 3.3 Architect/Engineer

The Owner shall retain an Architect and Engineers to provide design and contract administration services, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement and approved by the Owner. Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and Owner and Engineers, and any further modifications to those agreements.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: *(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

«Construction Manager shall be paid for its Preconstruction Phase services on a time and material basis using approved wage rates set forth in **Exhibit "B"** hereto. Construction Manager shall be responsible to include in Exhibit "B" both standard and fully loaded hourly staffing rates. »

§ 4.1.3 (Intentionally omitted)

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.1.5 During the Preconstruction Phase, Owner will direct Construction Manager to pre-purchase certain equipment and/or to begin certain construction Work. Construction Manager shall be paid for such purchases and Work in accordance with the applicable provisions of Article 6 of the A133-2009, even if the Guaranteed Maximum Price Amendment has not yet been executed. Construction Manager shall separately track wages and expenses for Preconstruction Phase services and the limited Construction Phase services performed during this same time. Time

expended by Construction Manager's personnel on a given day performing both Preconstruction Phase services and coordinating construction work shall be billed only once. For avoidance of doubt, Construction Manager's staff working an eight (8) hour day shall be paid only for 8 hours even if they provided both Preconstruction and Construction Phase services during the day. Notwithstanding anything to the contrary herein, Construction Manager may bill Owner for its Preconstruction Phase services performed by its personnel using approved fully loaded standard hourly rates, but Construction Phase services shall be billed to Owner as provided in Sections 6.2.1 through 6.2.4.

## § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services provided by Construction Manager shall be made monthly in proportion to services performed.

§ 4.2.2 Owner shall pay the Application for Payment within one of the following time periods, whichever is later, as provided by MCL 125.1562(3):

- .1 Fifteen (15) days after approval of payment on the Application for Payment by the Drainage Board; or
- .2 Fifteen (15) days after the Owner has received the funds from the applicable department or agency of the federal or state government providing financing for the Project, if any funds are to come from either of those sources.

Construction Manager's failure to submit a complete and accurate Application for Payment acceptable to the A/E may delay payment on the Application for Payment.

Amounts unpaid ~~«sixty»~~ ( ~~«60»~~ ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

«N/A»

## ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's proper performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

«\_\_\_\_\_ ( \_\_\_% ) percent of the Cost of the Work »

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«Not to exceed fifteen (15%) percent of the Cost of the Work for the changes which the Construction Manager entirely self-performs. »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«Not to exceed fifteen (15%) percent on change orders for subcontracted work which the subcontractor entirely performs. For Work performed by subcontractors, Construction Manager shall be entitled to a 5% mark-up with an aggregate total of no more than 20% on Work performed by a Subcontractor. »

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall be computed as set forth in Section 7.5.2.3 of SC-11 of the Supplemental Conditions.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

Any savings resulting from value engineering proposals submitted by the Construction Manager, if any, either before or following execution of the Contract and the issuance of the Guaranteed Maximum Price Amendment, shall inure solely to Owner's benefit.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in SC-11 of the Supplemental Conditions. 7

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in SC-11 of the Supplemental Conditions shall have the meanings assigned to them therein and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in SC-11 of the Supplemental Conditions shall have the meanings assigned to them therein and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project



except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

## § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. See Construction Manager's Approved Wage Rates attached as Exhibit B.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site or directly involved with the project/working at main office with the Owner's prior approval. See Exhibit B. *(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. See Exhibit B.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3. See Exhibit B.

§ 6.2.5 (Intentionally omitted)

## § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

## § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rental charges shall be computed as set forth in Section 7.5.2.3 of SC-11 of the Supplemental Conditions.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Unless coverage is provided under an OCIP, Owner will compensate Construction Manager for its Corporate Insurance Program at a rate of .\_\_% of the actual Cost of the Work for general liability insurance and .\_\_% for excess liability coverage. Construction Manager will be compensated at a rate of \_\_\_\_% for performance and payment bonding. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Owner shall not be required to pay or reimburse Construction Manager for relocation and temporary living allowances of personnel required for the Work unless such relocation meets the "distance test" under U.S. Internal Revenue Publication 521.

## § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

#### § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Sections 2.2.4.1 and 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .8 Costs for services incurred during the Preconstruction Phase.
- .9 All taxes, except for sales or use taxes including, but not limited to, Federal, State or Local Business Tax, Franchise Tax, Commercial Activities Tax;
- .10 Consultants to the Construction Manager not previously approved in writing by the Owner; and
- .11 Unless otherwise provided in the Agreement, rental charges more than two weeks prior to and one week after such temporary facilities, machinery and equipment that are needed to be used directly in the Work.

#### § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, equipment rental discounts, rebates, refunds, insurance and surety bonding discounts and credits, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### § 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall



procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

#### § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. If any independent auditor engaged by the Owner conducts a construction audit of the Construction Manager's accounting records maintained pursuant to this Article 6 and such audit reveals an overcharge, the Construction Manager shall reimburse the Owner for such overcharge. In the event the auditor determines that the overcharge was not merely the result of a mathematical error, the Construction Manager shall pay the Owner upon demand, an amount equal to one hundred and ten percent (110%) of such overcharge as reimbursement for said overcharge and the administrative costs incurred in determining the overcharge. If such overcharge is in excess of \$5,000.00 the Construction Manager also shall reimburse the Owner for the cost of the audit.

### ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES (Intentionally omitted; see SC-3 of the Supplemental Conditions)

#### § 7.1 Progress Payments

§ 7.1.1 (Intentionally omitted)

§ 7.1.2 (Intentionally omitted)

§ 7.1.3 (Intentionally omitted)

§ 7.1.4 (Intentionally omitted)

§ 7.1.5 (Intentionally omitted)

§ 7.1.6 (Intentionally omitted)

§ 7.1.7 (Intentionally omitted)

§ 7.1.8 (Intentionally omitted)

§ 7.1.9 (Intentionally omitted)

§ 7.1.10 (Intentionally omitted)

#### § 7.2 Final Payment

§ 7.2.1 (Intentionally omitted; see SC-4 of Supplemental Conditions)

<< >>

§ 7.2.4 If Owner elects to conduct an audit, the Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the A/E by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Final Payment have been met, the

A/E will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the A/E's reasons for withholding a certificate as provided in SC-3 of the Supplemental Conditions. The A/E is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.5 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the A/E's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the A/E's final Certificate for Payment.

§ 7.2.6 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

## ARTICLE 8 INSURANCE AND BONDS

The Project will be insured under an Owner Controlled Insurance Program ("OCIP"). While working on-site on the Project, all Eligible Contractors, Subcontractors and Sub-subcontractors (hereinafter, simply "Contractors and Subcontractors") will be covered under Comprehensive General Liability, Excess Liability, Builder's Risk and Contractor's Pollution Liability insurance policies procured by the Owner (collectively, "Owner Provided Insurance"). The OCIP will not include workers' compensation and automobile liability insurance. Therefore, whether eligible for the OCIP or not, both Eligible and Ineligible Contractors and Subcontractors must provide their own workers' compensation and automobile liability insurance. The eligibility requirements for the OCIP as well as coverage and liability limits are discussed in the OCIP Terms for Contract attached as Appendix C to the Solicitation Form.

Eligible Contractors will be required to enroll in the OCIP upon award of contract and Eligible Subcontractors will be required to enroll in the OCIP 10 days prior to starting work on the Project using forms provided by the Owner. Owner shall notify all Contractors and Subcontractors of their enrollment in the OCIP by providing its insurance carriers' Acord Certificates of Insurance.

Ineligible Contractors and Subcontractors will not be enrolled in the OCIP and will be required to provide their own insurance as provided in the OCIP Terms for Contract.

Any Eligible or Ineligible Contractor and Subcontractor who does not carry the minimum insurance which is required by the Contract Documents is specifically prohibited from entering the jobsite.

In the event that the Owner elects not to obtain an OCIP for the Project, Construction Manager and its Subcontractors will be required to obtain the insurance coverage identified in SC-13 of the Supplemental Conditions.

The Construction Manager shall provide bonds as set forth in SC-14 of the Supplemental Conditions using Owner's preferred forms of (1) Payment Bond, (2) Performance Bond and (3) Maintenance and Guarantee Bond, copies of which are attached hereto as Exhibit C.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

### Type of Insurance or Bond

See SC-13 and SC-14 of the Supplemental Conditions and OCIP Terms for Contract

### Limit of Liability or Bond Amount (\$0.00)

## ARTICLE 9 DISPUTE RESOLUTION (Intentionally omitted; see SC-25 of the Supplemental Conditions)

### § 9.1 (Intentionally omitted)

§ 9.2 (Intentionally omitted)

[ « » ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ « » ] Litigation in a court of competent jurisdiction

[ « » ] Other: *(Specify)*

« »

§ 9.3 Initial Decision Maker (Intentionally omitted)

« »

« »

« »

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1, 14.1.2, or 14.1.3 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction

Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

#### § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

#### § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

### ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

#### § 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### § 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### § 11.4 Assignment

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

#### § 11.5 Other provisions:

§ 11.5.1 **Post-Completion Walk-Through.** Upon the request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and A/E to review the Work. Following such review, A/E shall prepare a report to be issued to the Construction Manager specifying any deficiencies in, or disparities between the Work and the requirements of the Contract Documents, the Drawings and Specifications, and any warranty issues. Upon receipt of such report, Construction Manager shall correct all such deficiencies, disparities or warranty items, without expense to Owner.

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

### § 11.5.3 Liquidated Damages

§ 11.5.3.1 The Construction Manager and the Owner agree that all time limits stated in the Contract Documents are essential conditions of the Contract, and the Construction Manager's performance (strictly, not substantially) in accordance with the Schedule is the essence of this Agreement and therefore are material terms.

§ 11.5.3.2 The Construction Manager acknowledges and recognizes that (i) the Owner is entitled to full and beneficial use of the completed Work following expiration of the Contract Times, and (ii) the Owner has scheduled the commencement of its activities based upon the Construction Manager achieving certain Work by intermediate milestone dates and Substantial and Final Completion of all of the Work within the Contract Times. The Construction Manager further acknowledges and agrees that if the Construction Manager fails to complete certain Work by specified milestone dates and/or fails to achieve Substantial Completion or Final Completion of any portion of the Work within the Contract Times, Owner will sustain extensive damages and serious loss as a result of such failures that may be difficult to calculate. Accordingly, Owner and Construction Manager agree the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages, and not as a penalty, the sum of Three Thousand Dollars (\$3,000) per day commencing upon the day following the expiration of any of the following: (a) a required milestone date and/or (b) the date of Substantial Completion and continuing until the required Work for any of the foregoing deadlines is completed. In addition to Owner's right to recover liquidated damages through Substantial Completion, if Final Completion of the Project is delayed by Construction Manager, Owner may recover from Construction Manager the sum of \$1,000 per month for administrative and supervision costs, fees and charges of engineers and other professionals retained by Owner and which are incurred as a result of the delay in achieving Final Completion.

§ 11.5.3.3 Because of the impracticality and difficulty of ascertaining and calculating the Owner's actual damages, such liquidated damages are hereby agreed to be a reasonable pre-estimate of and reasonable just compensation for the damages the Owner will incur as a result of the delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then and thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner by the date specified by the Owner, but in no event less than fourteen (14) days from the date of the Owner's demand. Interest shall begin to accrue on the date such liquidated damages are due until paid, and shall thereafter accrue at seven percent (7%) per annum. The Construction Manager and Owner agree that the foregoing liquidated damages are intended to compensate Owner only for damages due to the late delivery of the Work and not for any damages that Owner may suffer as a result of other Construction Manager defaults. Construction Manager's payment (or deduction) of liquidated damages shall in no way restrict or limit the Owner's ability to recover (or the Construction Manager's liability for) damages suffered or incurred by the Owner as a result of Construction Manager's defaults unrelated to the late delivery of the Work under the Contract Documents.

§ 11.5.3.4 If an Owner Delay causes or contributes to the Construction Manager's failure to meet any milestone date or the Substantial Completion date, and a trier of fact determines that an extension of the Contract Time should have been granted, but improperly was not, the Construction Manager's obligation to pay the liquidated damages set forth herein shall, notwithstanding any Michigan law to the contrary, be reduced proportionately by the number of days attributable to the Owner Delay. The parties expressly acknowledge and agree that the "no apportionment rule" regarding liquidated damages in Michigan, if applicable, shall not apply and each party shall be required to provide the trier of fact with information supporting their position on apportionment of the delay to assist the trier of fact to make a proper allocation of responsibility.

§ 11.5.3.5 The Construction Manager shall not, on account of the liquidated damages set forth in this Section 11.5.3 directly or indirectly or wholly or in part increase (or permit any increase in) the Cost of the Work, the Guaranteed Maximum Price, or any fee or compensation it may be entitled to receive beyond what would have otherwise been charged in the absence of such a provision.

### § 11.5.4 The Construction Manager's Designated Representatives and Key Team Members:

(List of key staff members assigned to the Project and their respective roles)

Project Manager	TBD
Project Engineer	TBD
Superintendent	TDB



Construction Manager agrees to assign key team members to the Project which are acceptable to Owner. Construction Manager shall promptly notify the Owner if the services of any one of the approved team members become unavailable due to circumstances beyond the Construction Manager's control – e.g., extended illness or disability, death, or termination of employment. Owner shall have the right to interview and select alternate team member(s) employed by the Construction Manager to replace the unavailable team member. Construction Manager shall agree to provide the services of the alternate team member(s) selected by Owner. If Construction Manager seeks to replace a Project team member with a person with a higher wage/salary, Owner shall have no obligation to pay the additional amount. With any request for substitution, the Construction Manager shall submit the personnel cost for all replacement team members. Cost reductions from the original staffing costs shall be credited to the Owner as a Change Order.

#### § 11.5.5 Photographs

§ 11.5.5.1 The Contractor shall have ten color photographs made of the Work every week as it is in progress. The photographs shall be of such views and taken at such times as the Engineer directs. Photographer shall coordinate each of its on-site visits with the Engineer.

§ 11.5.5.2 A qualified, established, commercial photographer acceptable to Owner shall do all photographic work. One glossy print of each photograph shall be furnished the Engineer and two to the Owner. Prints shall be approximately 7-1/2 x 10 inches in size. Prints shall be inserted in transparent sheet protectors, Amfile No. 1780, or equal, provided with punching for a 3 ring binder. Suitable binders shall be provided by Contractor.

§ 11.5.5.3 Each photograph shall have a permanent negative title block in the lower right hand corner, approximately 2-1/4 inches wide by 1-3/4 inches high, stating therein in neat lettering:

- (1) Owner's Name
- (2) Contract Description
- (3) Contractor's Name
- (4) Description of View
- (5) Photo No. Date
- (6) Engineer

Failure to submit these photos will result in a credit to the Owner of one hundred dollars (\$100.00) per photo.

§ 11.5.6 **Attorneys' Fees** In the event of a default, termination, or any other dispute arising out of or related to this agreement or the interpretation or enforcement of this agreement, it is agreed that in the event that Owner prevails in such action, Owner is entitled to recover their reasonable costs, attorney fees, arbitration fees, expenses and the costs charged by necessary expert consultants and/or expert witnesses.

#### ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended by the parties
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction, as amended by the parties
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« N/A »

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

«N/A »

- .5 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

- Supplemental Conditions
- Exhibit A – Guaranteed Maximum Price Amendment(s) once accepted by Owner
  - Drawings and Specifications for the Project upon which the GMP will be based shall be attached to the GMP Amendment(s) if not identified herein
- Exhibit B – Construction Approved Wage Rates
- Exhibit C – Owner’s Approved Forms of Payment, Performance and Maintenance and Guaranty Bonds
- Exhibit D – Owner’s Approved Forms of Lien Waivers
- Exhibit E – Contractor’s Declaration
- Exhibit F– Contractor’s Affidavit

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONSTRUCTION MANAGER *(Signature)*

\_\_\_\_\_  
«»«»

*(Printed name and title)*

\_\_\_\_\_  
«»«»

*(Printed name and title)*

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

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

**FROM: Evans Bantios, Civil Engineer III**

**SUBJECT: Assignment of Sanitary Easements from City of Farmington Hills**

**DATE: January 25, 2022**

In preparation for the upcoming I-696 Pump Station rehabilitation project, existing easements rights were researched. The existing easements were found to be granted in the 1970's and 1980's to the City of Farmington Hills. This information was presented to the City of Farmington Hills.

The city wishes to assign these easements to the Drainage District. The facilities located within the easements are currently operated and maintained by the district. The attached Assignment of Easements document was prepared and executed by the city.

**Requested Action: Authorize the chairman to execute all necessary documents to accept the Assignment of Easements prepared and executed by the City of Farmington Hills.**



## **ASSIGNMENT OF EASEMENTS**

The Easements for operating, constructing, maintaining and repairing a sanitary sewer system and pump station, and corresponding ingress and egress easement granted to the City of Farmington Hills (the "City") whose address is 31555 W. Eleven Mile Rd. Farmington Hills, MI 48336-1103, which easements are located in Section 16 of the City, are the subject matter of this Assignment, and shall be referred to herein as the "Easements".

WHEREAS, the owners of the property, upon which the Easements are located (the "Property"), granted the City the easements to construct, operate, maintain, repair and replace a sanitary sewer system, including a sanitary sewer line and associated pump station, and ingress and egress to the sanitary sewer system, in easements recorded at Liber 6750, Page 134, Oakland County Records, and Liber 6750, Page 155, Oakland County Records (the "Existing City Easements").

WHEREAS, the City does not own or operate the sanitary sewer system within the easements granted, and has investigated and confirmed it does not intend to construct, operate or maintain a sanitary sewer system within that location. The sanitary sewer system which currently exists is part of the Evergreen-Farmington Sanitary Drain Drainage District (EFSD) which is under the jurisdiction of the Oakland County Water Resources Commissioners Office (WRC).

WHEREAS, the Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District (the "Drainage Board"), through the Oakland County Water Resource Commissioners Office has plans to complete upgrades to the sanitary sewer system and pump station located within the easement.

WHEREAS, the Drainage Board can use the Existing City Easements to complete its upgrade to the I-696 Pump Station and seeks an assignment of the Existing City Easements to the Drainage Board for this purpose.

WHEREAS, the City is a user of the Evergreen-Farmington Sanitary Drain Drainage District and also has no need for the Easements, and seeks to assign them as requested.

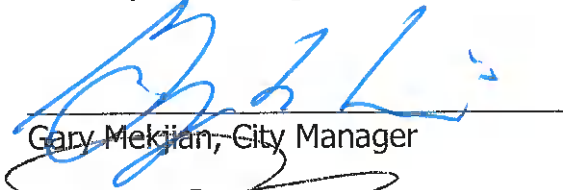
**NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:**

- 1. That the following Easements, located in Section 16 of the City, recorded at Liber 6750, Page 134 and Liber 6750, Page 155, Oakland County Records, for operating, constructing, maintaining and repairing a sanitary sewer system including pump station and ingress and egress, be assigned to the Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District for operation and maintenance of a sanitary sewer system.
- 2. This Assignment shall be recorded with the Oakland County Register of Deeds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

GRANTOR:

The City of Farmington Hills



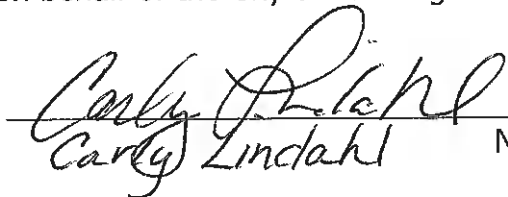
\_\_\_\_\_  
Gary Mekjian, City Manager



\_\_\_\_\_  
Pam Smith, City Clerk

COUNTY OF OAKLAND     )  
  ) SS  
STATE OF MICHIGAN    )

On this 23<sup>rd</sup> day of November 2021, Gary Mekjian, City Manager and Pam Smith, City Clerk, executed the foregoing document before me and being duly sworn on behalf of the City of Farmington Hills.



\_\_\_\_\_  
Carly Lindahl                      Notary Public

My commission expires: 6/22/2024  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

<p>Carly Lindahl Notary Public - State of Michigan County of Oakland My Commission Expires June 22, 2024</p>
--

The Drainage Board for the Evergreen-Farmington  
Sanitary Drain Drainage District

---

**Please print or type name beneath signature.**

**COUNTY OF OAKLAND )**  
**) SS**  
**STATE OF MICHIGAN )**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, \_\_\_\_\_  
executed the foregoing document before me and, being duly sworn, stated that he/she  
is the \_\_\_\_\_ of the Drainage Board for the Evergreen-Farmington  
Sanitary Drain Drainage District, with its full authority and as its free act and deed.

---

Notary Public

My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

Drafted by:  
Elizabeth K. Saarela, Esquire  
Rosati, Schultz, Joppich & Amtsbuechler, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

When recorded return to:  
Pamela Smith, City Clerk  
31555 W. Eleven Mile Road  
Farmington Hills, MI 48336

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

**TO:** Jim Nash, Chairperson, Evergreen-Farmington Sanitary Drain

**FROM:** Carrie Ricker Cox, Chief Engineer

**SUBJECT:** EFSD SRF Project Plan

**DATE:** January 25, 2022

The Evergreen-Farmington Sanitary Drain is under an administrative consent order to address sanitary sewer overflows. The Corrective Action Plan proposed by WRC to eliminate the sanitary sewer overflows up to the design event is estimated at \$75 million for construction. Recently the Bipartisan Infrastructure Law was passed and will potentially provide funding up to 49% principal forgiveness for clean water projects. This money will be run through the SRF system within each state. Michigan was allocated over \$200 million this year. In order to be eligible for these funds, Evergreen-Farmington Sanitary Drain would need to submit an SRF Project Plan and be ranked on the Clean Water SRF Project List. This proposal is to hire HRC and ASI to complete an SRF Project Plan for the Evergreen-Farmington Sanitary Drain. Thereby allowing EFSD to be eligible for these potential funding opportunities for its Corrective Action Plan.

**REQUEST ACTION: Approve the allocation of \$80,000 in Capital Improvement Funds to submit an SRF Project Plan.**

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

**TO:** Jim Nash, Chairperson, Evergreen-Farmington Sanitary Drain

**FROM:** Carrie Ricker Cox, Chief Engineer

**SUBJECT:** EFSD Hydraulic Monitoring and Response Plan

**DATE:** January 25, 2022

The Evergreen-Farmington Sanitary Drain is under an administrative consent order to address sanitary sewer overflows. A 2014 Long Term Corrective Action Plan Report listed areas of potential sanitary sewer overflow. However, many of these areas did not experience real world conditions as previously predicted and were delisted from the Corrective Action Plan. As part of our ongoing efforts of system enhancement, we recommend that a review be conducted of three delisted areas in order to understand the desired level of service by the local communities and current system conditions.

**REQUEST ACTION:** Approve the allocation of \$135,000 in Capital Improvement Funds to begin the recommended review.