

NOTICE OF MEETINGS
DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. Acacia Park CSO Drain
2. Birmingham CSO Drain
3. Bloomfield Village CSO Drain
4. Clinton River Water Resource Recovery Facility
5. George W. Kuhn Drain
6. Evergreen-Farmington Sanitary Sewer Drain
7. Nelson Drain
8. Pontiac Clinton River No. 1 Drain
9. Augusta Drain
10. Jamian Drain
11. Charles R. Moon Drain
12. Hoot Drain
13. Ireland Drain
14. Robert Huber Drain
15. Robert J Evans Drain
16. Hamilton Relief Drain
17. Joachim Relief Drain
18. Joseph Jones Drain
19. Joslyn Drain
20. Nichols Relief Drain
21. Northwest Oakland Sanitary Sewer Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE IN THE OAKLAND COUNTY PUBLIC WORKS BUILDING, ONE PUBLIC WORKS DRIVE, WATERFORD, MICHIGAN, AND VIA **MICROSOFT TEAMS** AT 2 P.M., ON **TUESDAY, JANUARY 28, 2025**, TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAINAGE BOARDS. THOSE WHO WISH TO PARTICIPATE REMOTELY MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE. ALL BOARD MEMBERS WILL BE PARTICIPATING IN-PERSON.

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

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

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Chapter 20 Drainage Board Meeting
Regular Meeting – Tuesday, January 28, 2025

1. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present Memorandum from George Nichols, P.E., Assistant Chief Engineer, dated January 28, 2025, requesting the Board retain the services of Hubbell, Roth & Clark, Inc. to proceed with establishing plans and specifications for the 2025 Sewer Cleaning and Inspection project for a not to exceed amount of \$48,220
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$106,138.26
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$27,756.59
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 17, 2024

A meeting of the Drainage Board for the Acacia Park CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

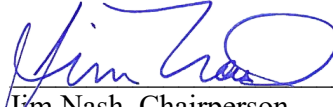
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$47.00 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$47.00.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.




Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Acacia Park CSO Drain, Oakland County, Michigan, held on the 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

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

TO: Jim Nash, Chairperson of the Board for the Acacia Park CSO Drainage District

FROM: George P. Nichols, P.E., Assistant Chief Engineer *GPN*

SUBJECT: 2025 Acacia Park CSO Sewer Cleaning and Inspection Program

DATE: January 28, 2025

Recommendations for cleaning and televising the sewers within the Acacia Park CSO Drain are continually being identified, evaluated, and planned for by WRC staff including the asset management group, staff engineers, and engineering consultants.

Based on discussion and review of past sewer evaluations, the establishment of the 2025 Acacia Park CSO Sewer Cleaning and Inspection project is recommended. The sewers that would be bid under this program are shown on the attached map. Discussions with Hubbell, Roth & Clark, Inc. (HRC) have taken place to assist in this phase of the sewer cleaning and inspection project. As outlined in its December 5, 2024 proposal letter, the firm's scope of services includes, but is not limited to:

Design Engineering

- Preparation of Bid Documents
- Local Municipality Coordination of Permits
- Bidding Administration Assistance

Construction Administration

- Attending and preparing meeting summary notes
- Reviewing contractor submitted information
- Contract administration
- Condition assessment of sewer segments

Staff has reviewed the proposal and is confident HRC will provide the needed services to complete the project. Plans and specifications ready for bidding are expected in the spring with completion of the sewer cleaning and televising in the summer. The final recommendation and award for this work will be brought to the Drainage Board for approval at a later date. In order to proceed with this project, authorization of \$48,220 is needed. The District's Sewage Disposal fund has the necessary funds available for this project.

Requested Action: Retain the services of Hubbell, Roth & Clark, Inc. to proceed with establishing plans and specifications for the 2025 Acacia Park CSO Sewer Cleaning and Inspection project for the not to exceed amount of \$48,220.



December 5, 2024

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

Attn: Mr. George Nichols, P.E., Civil Engineer III
Re: Acacia Park CSO Drain
Proposal for Design and Construction Engineering Services
2025 Acacia Park CSO Sewer Cleaning and Inspection

HRC Job No. 20240837

Dear Mr. Nichols:

As requested, HRC is pleased to provide this proposal for engineering assistance related to the condition assessment of the Acacia Park CSO Drain combined sewers for the year 2025. We would propose that these services be provided under the terms and conditions of our existing Engineering Services Contract. Our scope of work is based on discussions with your office, our design background of the subject project and our experience with similar sewer system condition assessment projects. In summary, our services would include all necessary activities to assist in the administration of the construction contract of the work as described herein.

Background

The office of the Oakland County Water Resources Commissioner (OCWRC) owns, operates, and maintains the Acacia Park CSO Drain, which are located in Oakland County, which is located in Oakland County and conveys combined sewage from the Village of Beverly Hills and the City of Birmingham. As part of an ongoing effort for OCWRC's five (5) year capital improvement plan, it is our understanding that OCWRC would like to clean and televise the complete Acacia Park CSO Drain combined sewer system consisting of 19,661 feet of combined sewer ranging from 15" to 120" diameter and 84"x168" rectangular sewer. It is HRC's understanding that Mr. George Nichols, P.E. will be the OCWRC Project Engineer and, as such, will be the primary point of contact for OCWRC and that the OCWRC will be providing a project representative (RPR) to be on-site full-time during the Work. As part of this proposal, HRC will assist in the evaluation of sewer videos and contract administration as required. Our proposal for this assignment is as follows:

Scope of Services – Design Engineering

- **Preparation of Bid Documents**

This task will include preparing contract documents for bidding purposes in order to select a qualified contractor to complete combined sewer televising and cleaning services. HRC would expect that the level of effort and scope would be similar to the 2023 and 2024 George W. Kuhn (GWK) Sewer Cleaning and Inspection projects recently bid. The quantities included in the bid documents will be estimated based on all Drain segments identified as assets of the Acacia Park CSO Drain by OCWRC. Project specifications will be prepared using OCWRC standard contract documents and HRC specifications. Detailed maps will not be generated based on topographic surveys, instead base-maps generated via GIS utility maps will be used with supplemental notes pertaining to the project. In addition, HRC will prepare a cover sheet and other necessary details for the project drawings. The bid packages will be prepared as invite-only and not open bid.

- **Local Municipality Coordination of Permits**

The Acacia Park CSO Drain is located in a portion of two (2) different communities. HRC will review the required permits for the local communities and incorporate hydrant-use information in the plans and specifications. In addition, HRC will obtain contact information for the local communities where sewer cleaning and inspection is being performed.

- **Bidding Administration Assistance**

HRC will prepare contract documents for purchase (if required) to prospective bidders, answer bidder questions, prepare addenda, attend a bid opening, assist the OCWRC in evaluating bids that are received, generate a bid tabulation, and review a Notice of Intent to Award letter.

Scope of Services – Construction Administration

- **Meetings**

HRC will attend and prepare summary meeting notes for the pre-construction meeting for the 2025 Acacia Park CSO Sewer Cleaning and Inspection Project. HRC will also attend up to two (2) construction progress meetings as required.

- **Review of Contractor Submitted Information**

HRC will assist OCWRC in the review of Contractor-submitted information such as insurance, schedule(s), certifications, etc. to assure they are compliant with the contracting requirements. HRC will respond to RFIs that come up during the project as necessary.

- **Contract Administration**

HRC will coordinate with both the OCWRC Project Engineer and contractor to issue necessary work directives, field orders or RFQs to document agreed upon changes in project scope. HRC will assist in reviewing inspection reports provided by OCWRC's RPR, including tracking construction quantities for inspection video. HRC will request these reports on a bi-weekly basis or as determined by OCWRC. This will be required so that HRC may verify the contractor is meeting the contract specifications, track quantities and changes to the scope and or schedule. By tracking the job in this manner, HRC will be prepared to discuss any potential change requests from the contractor. HRC will advise and consult project objectives and interpret Contract documents. HRC will assign a project engineer to assist the OCWRC Project Engineer in the coordination of construction activities with appropriate parties involved in the project.

- **Contract Change Management**

In the circumstance that there are unforeseen changes and/or additional work required to complete the project, HRC may assist in the coordination between the contractor and OCWRC Project Engineer. HRC will assist the OCWRC in the development of change orders for the project and review information as requested by the OCWRC Project Engineer. It is our understanding that Heavy Sewer Cleaning will be authorized by OCWRC under the terms of Time and Material rates defined in OCWRC's blanket contract on an as-needed basis. Therefore, HRC would request documentation of the established rates in order to file change orders through this project.

- **Condition Assessment of Sewer Segments**

HRC will review the sewer inspection video obtained during construction. All videos will be reviewed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certified staff member. HRC will log CCTV attributes in the supplied spreadsheet by OCWRC and will provide rehabilitation or repair recommendations. HRC will review each sewer asset and respond with one or more of the following recommendations: Excavating Point Repair, Chemical Injection Grouting/Leak Sealing, Internal Lining (Cured-in-place, Geopolymer, or similar) Full Replacement, and Review Video. Since a large percentage of the Acacia Park CSO Drain is considered large diameter sewer, careful review and special rehabilitative methods will be considered. In addition, HRC's capital improvement recommendations will be summarized in a letter or report after all segments are reviewed.

- **Project Closeout Activities**

HRC will provide assistance in coordinating contract closeout activities including reviewing Final Payment, reviewing final declaration, final affidavit, waivers, and other contract documents as required.

SERVICES NOT INCLUDED

- Resident Communications
- Coordination/Correspondence pertaining to heavy sewer cleaning, bypass pumping, or other technical designs required for construction
- Daily Correspondence and/or Coordination with OCWRC Observation Staff
- Daily Coordination among Local Municipalities in the Project Area
- Full-Time Construction Observation
- Preparation of project punch list
- Preparation of record drawings

Fees for Services

Based on the scope of services described above, our understanding of the necessary effort, and the OCWRC's expectations, we propose to perform this work for a not-to-exceed budget amount of **\$48,220**. A breakdown of costs is included as an attachment to this proposal.

This amount will not be exceeded without a change in project scope and prior written authorization. We propose to invoice the OCWRC for the actual hours incurred based on our standard hourly billing rates.

Anticipated Project Schedule

Based on discussions with OCWRC staff, OCWRC is looking to bid the project in Spring 2025 and complete the sewer cleaning and televising in 2025.

Personnel

Daniel Mitchell, P.E., President, will serve as Principal-in-Charge of this project and provide oversight. This project will be managed by Christopher N. Ross, P.E., with oversight by Karyn Stickel, P.E. and Sally Duffy, P.E. HRC will provide additional staff as needed from our Asset Management and GIS Departments.

If this proposal is accepted, please sign and return a scanned copy of this proposal which will serve as our formal authorization to proceed.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Karyn Stickel, P.E.
Senior Associate



Christopher N. Ross, P.E.
Project Engineer

CR/JV

Attachment: (1) Cost Table

pc: HRC; D. Mitchell, K. Stickel, S. Duffy, File
OCWRC; E. Bantios, J. Say, File



Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

COST ESTIMATE - ESTIMATED LABOR AND FEES**2025 Acacia Park CSO Sewer Cleaning and Inspection****Design and Construction Engineering**

December 5, 2024

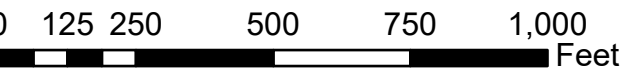
HRC Job No. 20240837

Task Description	Senior Associate / Partner *		Manager *		Project Engineer *		Grad Engineer I *		Total Hours	TOTAL COST
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
<i>Design Engineering</i>										
Kickoff Meeting	4	\$ 800.00	4	\$ 680.00	4	\$ 560.00	6	\$ 600.00	18	\$ 2,640.00
Design Engineering	2	\$ 400.00	8	\$ 1,360.00	24	\$ 3,360.00	32	\$ 3,200.00	66	\$ 8,320.00
Permits/Local Municipality Coordination	2	\$ 400.00	4	\$ 680.00	10	\$ 1,400.00	10	\$ 1,000.00	26	\$ 3,480.00
Bidding Administration Assistance	4	\$ 800.00	16	\$ 2,720.00	24	\$ 3,360.00	24	\$ 2,400.00	68	\$ 9,280.00
<i>Contract/Construction Administration</i>										
Pre-Construction Meeting and Prep	2	\$ 400.00	6	\$ 1,020.00	6	\$ 840.00	2	\$ 200.00	16	\$ 2,460.00
Progress Construction Meetings	2	\$ 400.00	16	\$ 2,720.00	16	\$ 2,240.00	6	\$ 600.00	40	\$ 5,960.00
Construction Administration Assistance	4	\$ 800.00	8	\$ 1,360.00	24	\$ 3,360.00	16	\$ 1,600.00	52	\$ 7,120.00
Condition Assessment Review & Report	4	\$ 800.00	8	\$ 1,360.00	20	\$ 2,800.00	40	\$ 4,000.00	72	\$ 8,960.00
	24	\$ 4,800.00	70	\$ 11,900.00	128	\$ 17,920.00	136	\$ 13,600.00	358	\$ 48,220.00

*Billable rates shown are for estimating purposes only. Actual billed rates will be in accordance with the fee schedule included in our Engineering Services Contract.

Acacia Park CSO

Job No. 20240838



●

Standard Manhole

●

Special Use Manhole

●

Built Over Line

■

Junction Chamber

→

Gravity Main

Acacia Park CSO Drainage District



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

HP for Shawn Phelps

DATE: January 28, 2025

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 23, 2025.

Date	Ref No.	For	Amount
10/31/24	JE# 033619	Oct 2024 Storm Water Flow Charges	\$ 35,379.42
11/30/24	JE# 034346	Nov 2024 Storm Water Flow Charges	35,379.42
12/31/24	JE# 035015	Dec 2024 Storm Water Flow Charges	35,379.42
		Total	<u>106,138.26</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

HP for Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Board approval of payment of the following invoice(s):

Ref No.	Paid To	For	Amount
SINV00308674	State of Michigan	Invoice # 11280008 - NPDES Annual P	\$ 6,000.00
SINV00308564	ICS Integration	Invoice # 3151	580.09
		Subtotal	\$ 6,580.09
SINV00314549	Weiss Construction	Invoice # Est #3 - PRJ-17317	15,446.00
		Subtotal - Project 1-7317	\$ 15,446.00
SINV00310889	ICS Integration Services	Invoice # 3152 - PRJ-17368	2,546.00
		Subtotal - Project 1-7368	\$ 2,546.00
SINV00312974	Fishbeck	Invoice # 442007 - PRJ-17646	3,184.50
		Subtotal - Project 1-7646	\$ 3,184.50
		Grand Total	\$ 27,756.59

2. Birmingham CSO

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present Memorandum from George Nichols, P.E., Assistant Chief Engineer, dated January 28, 2025, requesting the Board retain the services of Hubbell, Roth & Clark, Inc. to proceed with establishing plans and specifications for the 2025 Sewer Cleaning and Inspection project for a not to exceed amount of \$47,400
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$115,049.49
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$195,096.59
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 17, 2024

A meeting of the Drainage Board for the Birmingham CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

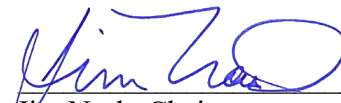
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$17,850.00 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$17,850.00.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

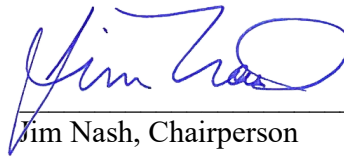


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Birmingham CSO Drain, Oakland County, Michigan, held on the 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

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

TO: Jim Nash, Chairperson of the Board for the Birmingham CSO Drainage District

FROM: George P. Nichols, P.E., Assistant Chief Engineer *GPN*

SUBJECT: 2025 Birmingham CSO Sewer Cleaning and Inspection Program

DATE: January 28, 2025

Recommendations for cleaning and televising the sewers within the Birmingham CSO Drain are continually being identified, evaluated, and planned for by WRC staff including the asset management group, staff engineers, and engineering consultants.

Based on discussion and review of past sewer evaluations, the establishment of the 2025 Birmingham CSO Sewer Cleaning and Inspection project is recommended. The sewers that would be bid under this program are shown on the attached map. Discussions with Hubbell, Roth & Clark, Inc. (HRC) have taken place to assist in this phase of the sewer cleaning and inspection project. As outlined in its December 5, 2024 proposal letter, the firm's scope of services includes, but is not limited to:

Design Engineering

- Preparation of Bid Documents
- Local Municipality Coordination of Permits
- Bidding Administration Assistance

Construction Administration

- Attending and preparing meeting summary notes
- Reviewing contractor submitted information
- Contract administration
- Condition assessment of sewer segments

Staff has reviewed the proposal and is confident HRC will provide the needed services to complete the project. Plans and specifications ready for bidding are expected in the spring with completion of the sewer cleaning and televising in the summer. The final recommendation and award for this work will be brought to the Drainage Board for approval at a later date. In order to proceed with this project, authorization of \$47,400 is needed. The District's Sewage Disposal fund has the necessary funds available for this project.

Requested Action: Retain the services of Hubbell, Roth & Clark, Inc. to proceed with establishing plans and specifications for the 2025 Birmingham CSO Sewer Cleaning and Inspection project for the not to exceed amount of \$47,400.



December 5, 2024

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

Attn: Mr. George Nichols, P.E., Civil Engineer III
Re: Birmingham CSO Drain
Proposal for Design and Construction Engineering Services
2025 Birmingham CSO Sewer Cleaning and Inspection

HRC Job No. 20240838

Dear Mr. Nichols:

As requested, HRC is pleased to provide this proposal for engineering assistance related to the condition assessment of the Birmingham CSO Drain combined sewers for the year 2025. We would propose that these services be provided under the terms and conditions of our existing Engineering Services Contract. Our scope of work is based on discussions with your office, our design background of the subject project and our experience with similar sewer system condition assessment projects. In summary, our services would include all necessary activities to assist in the administration of the construction contract of the work as described herein.

Background

The office of the Oakland County Water Resources Commissioner (OCWRC) owns, operates, and maintains the Birmingham CSO Drain, which is located in Oakland County and conveys combined sewage from the City of Birmingham. As part of an ongoing effort for OCWRC's five (5) year capital improvement plan, it is our understanding that OCWRC would like to clean and televise the complete Birmingham CSO Drain combined sewer system consisting of 22,187 feet of combined sewer ranging from 18" to 132" diameter. It is HRC's understanding that Mr. George Nichols, P.E. will be the OCWRC Project Engineer and, as such, will be the primary point of contact for OCWRC and that the OCWRC will be providing a project representative (RPR) to be on-site full-time during the Work. As part of this proposal, HRC will assist in the evaluation of sewer videos and contract administration as required. Our proposal for this assignment is as follows:

Scope of Services – Design Engineering

- **Preparation of Bid Documents**

This task will include preparing contract documents for bidding purposes in order to select a qualified contractor to complete combined sewer televising and cleaning services. HRC would expect that the level of effort and scope would be similar to the 2023 and 2024 George W. Kuhn (GWK) Sewer Cleaning and Inspection projects recently bid. The quantities included in the bid documents will be estimated based on all Drain segments identified as assets of the Birmingham CSO Drain by OCWRC. Project specifications will be prepared using OCWRC standard contract documents and HRC specifications. Detailed maps will not be generated based on topographic surveys, instead base-maps generated via GIS utility maps will be used with supplemental notes pertaining to the project. In addition, HRC will prepare a cover sheet and other necessary details for the project drawings. The bid packages will be prepared as invite-only and not open bid.

- **Local Municipality Coordination of Permits**

The Birmingham CSO Drain is located in a portion of the City of Birmingham. HRC will review the required permits for the local community and incorporate hydrant-use information in the plans and specifications. In addition, HRC will obtain contact information for the local community where sewer cleaning and inspection is being performed.

- **Bidding Administration Assistance**

HRC will prepare contract documents for purchase (if required) to prospective bidders, answer bidder questions, prepare addenda, attend a bid opening, assist the OCWRC in evaluating bids that are received, generate a bid tabulation, and review a Notice of Intent to Award letter.

Scope of Services – Construction Administration

- **Meetings**

HRC will attend and prepare summary meeting notes for the pre-construction meeting for the 2025 Birmingham CSO Sewer Cleaning and Inspection Project. HRC will also attend up to two (2) construction progress meetings as required.

- **Review of Contractor Submitted Information**

HRC will assist OCWRC in the review of Contractor-submitted information such as insurance, schedule(s), certifications, etc. to assure they are compliant with the contracting requirements. HRC will respond to RFIs that come up during the project as necessary.

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- **Contract Change Management**

In the circumstance that there are unforeseen changes and/or additional work required to complete the project, HRC may assist in the coordination between the contractor and OCWRC Project Engineer. HRC will assist the OCWRC in the development of change orders for the project and review information as requested by the OCWRC Project Engineer. It is our understanding that Heavy Sewer Cleaning will be authorized by OCWRC under the terms of Time and Material rates defined in OCWRC's blanket contract on an as-needed basis. Therefore, HRC would request documentation of the established rates in order to file change orders through this project.

- **Condition Assessment of Sewer Segments**

HRC will review the sewer inspection video obtained during construction. All videos will be reviewed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certified staff member. HRC will log CCTV attributes in the supplied spreadsheet by OCWRC and will provide rehabilitation or repair recommendations. HRC will review each sewer asset and respond with one or more of the following recommendations: Excavating Point Repair, Chemical Injection Grouting/Leak Sealing, Internal Lining (Cured-in-place, Geopolymer, or similar) Full Replacement, and Review Video. Since a large percentage of the Birmingham CSO Drain is considered large diameter sewer, careful review and special rehabilitative methods will be considered. In addition, HRC's capital improvement recommendations will be summarized in a letter or report after all segments are reviewed.

- **Project Closeout Activities**

HRC will provide assistance in coordinating contract closeout activities including reviewing Final Payment, reviewing final declaration, final affidavit, waivers, and other contract documents as required.

SERVICES NOT INCLUDED

- Resident Communications
- Coordination/Correspondence pertaining to heavy sewer cleaning, bypass pumping, or other technical designs required for construction
- Daily Correspondence and/or Coordination with OCWRC Observation Staff
- Daily Coordination among Local Municipalities in the Project Area
- Full-Time Construction Observation
- Preparation of project punch list
- Preparation of record drawings

Fees for Services

Based on the scope of services described above, our understanding of the necessary effort, and the OCWRC's expectations, we propose to perform this work for a not-to-exceed budget amount of **\$47,400**. A breakdown of costs is included as an attachment to this proposal.

This amount will not be exceeded without a change in project scope and prior written authorization. We propose to invoice the OCWRC for the actual hours incurred based on our standard hourly billing rates.

Anticipated Project Schedule

Based on discussions with OCWRC staff, OCWRC is looking to bid the project in Spring 2025 and complete the sewer cleaning and televising in 2025.

Personnel

Daniel Mitchell, P.E., President, will serve as Principal-in-Charge of this project and provide oversight. This project will be managed by Christopher N. Ross, P.E., with oversight by Karyn Stickel, P.E. and Sally Duffy, P.E. HRC will provide additional staff as needed from our Asset Management and GIS Departments.

If this proposal is accepted, please sign and return a scanned copy of this proposal which will serve as our formal authorization to proceed.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Karyn Stickel, P.E.
Senior Associate



Christopher N. Ross, P.E.
Project Engineer

CR/JV

Attachment: (1) Cost Table

pc: HRC; D. Mitchell, K. Stickel, S. Duffy, File
OCWRC; E. Bantios, J. Say, File



Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

COST ESTIMATE - ESTIMATED LABOR AND FEES
2025 Birmingham CSO Sewer Cleaning and Inspection
Design and Construction Engineering

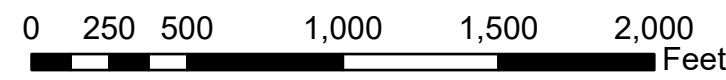
December 5, 2024
HRC Job No. 20240838

Task Description	Senior Associate / Partner *		Manager *		Project Engineer *		Grad Engineer I *		Total Hours	TOTAL COST
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Design Engineering										
Kickoff Meeting	4	\$ 800.00	4	\$ 680.00	4	\$ 560.00	6	\$ 600.00	18	\$ 2,640.00
Design Engineering	2	\$ 400.00	8	\$ 1,360.00	24	\$ 3,360.00	32	\$ 3,200.00	66	\$ 8,320.00
Permits/Local Municipality Coordination	2	\$ 400.00	2	\$ 340.00	8	\$ 1,120.00	8	\$ 800.00	20	\$ 2,660.00
Bidding Administration Assistance	4	\$ 800.00	16	\$ 2,720.00	24	\$ 3,360.00	24	\$ 2,400.00	68	\$ 9,280.00
Contract/Construction Administration										
Pre-Construction Meeting and Prep	2	\$ 400.00	6	\$ 1,020.00	6	\$ 840.00	2	\$ 200.00	16	\$ 2,460.00
Progress Construction Meetings	2	\$ 400.00	16	\$ 2,720.00	16	\$ 2,240.00	6	\$ 600.00	40	\$ 5,960.00
Construction Administration Assistance	4	\$ 800.00	8	\$ 1,360.00	24	\$ 3,360.00	16	\$ 1,600.00	52	\$ 7,120.00
Condition Assessment Review & Report	4	\$ 800.00	8	\$ 1,360.00	20	\$ 2,800.00	40	\$ 4,000.00	72	\$ 8,960.00
	24	\$ 4,800.00	68	\$ 11,560.00	126	\$ 17,640.00	134	\$ 13,400.00	352	\$ 47,400.00

*Billable rates shown are for estimating purposes only. Actual billed rates will be in accordance with the fee schedule included in our Engineering Services Contract.

Birmingham CSO

Job No. 20240837



StandardManhole

BuiltOverLine

JunctionChamber

Gravity Main

Birmingham CSO Drainage District



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

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

DATE: January 28, 2025

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 23, 2025.

Date	Ref No.	For	Amount
10/31/24	JE# 033619	Oct 2024 Storm Water Flow Charges	\$ 38,349.83
11/30/24	JE# 034346	Nov 2024 Storm Water Flow Charges	38,349.83
12/31/24	JE# 035015	Dec 2024 Storm Water Flow Charges	38,349.83
		Total	<u>\$115,049.49</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

HP for Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Board approval of payment of the following invoice(s):

Ref No.	Paid To	For	Amount
SINV00308670	State of Michigan	Invoice #11279958 - NPDES Annual Permit Fee	\$ 6,000.00
SINV00310888	ICS Integration	Invoice # 3150	1,474.00
SINV00308564	ICS Integration	Invoice # 3151	580.09
SINV00310810	ADS Environmental	Invoice # 35801-0924-I-R1	3,300.00
SINV00310810	ADS Environmental	Invoice # 35801-1024-I	305.00
SINV00315463	H & P Technologies	Invoice# 1085785	3,455.00
		Subtotal	\$ 15,114.09
SINV00312974	Fishbeck	Invoice # 442007 - PRJ-17648	482.50
		Subtotal - Project 1-7648	\$ 482.50
TBP	Corby Energy Service	Invoice # C417405 - PRJ-17272	179,500.00
		Subtotal - Project 1-7272	\$ 179,500.00
		Grand Total	\$ 195,096.59

3. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present Memorandum from George Nichols, P.E., Assistant Chief Engineer, dated January 28, 2025, requesting the Board retain the services of Hubbell, Roth & Clark, Inc. to proceed with establishing plans and specifications for the 2025 Sewer Cleaning and Inspection project for a not to exceed amount of \$78,080
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$139,788.75
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$37,787.32
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 17, 2024

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

A memorandum from Lesli Maes, P.E., Operations Engineer, dated December 17, 2024, requesting the Board approve the Influent Flow Meters Replacement project for the Bloomfield Village CSO Retention Treatment Basin at a cost of \$65,000 utilizing funds from Capital Improvement Projects was presented. It was moved by Markham, supported by Woodward, to approve the Influent Flow Meters Replacement project for the Bloomfield Village CSO Retention Treatment Basin at a cost of \$65,000 utilizing funds from Capital Improvement Projects as presented.

ADOPTED: Yeas - 3
Nays - 0

A memorandum from George Nichols, P.E., Assistant Chief Engineer, dated December 17, 2024, requesting the Board award the construction contract to Doestch Environmental Services in the amount of \$1,099,085 and authorize the Chairperson to execute the contract was presented. It was moved by Markham, supported by Woodward, to award the construction contract to Doestch Environmental Services in the amount of \$1,099,085 and authorize the Chairperson to execute the contract as presented.

ADOPTED: Yeas - 3
Nays - 0

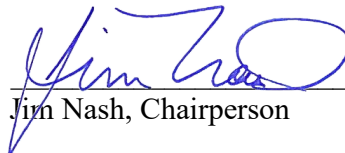
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,916.00 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,916.00.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

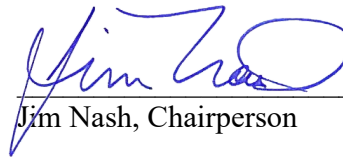


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

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

TO: Jim Nash, Chairperson of the Board for the Bloomfield Village CSO Drainage District

FROM: George P. Nichols, P.E., Assistant Chief Engineer *GPN*

SUBJECT: 2025 Bloomfield Village CSO Sewer Cleaning and Inspection Program

DATE: January 28, 2025

Recommendations for cleaning and televising the sewers within the Bloomfield Village CSO Drain are continually being identified, evaluated, and planned for by WRC staff including the asset management group, staff engineers, and engineering consultants.

Based on discussion and review of past sewer evaluations, the establishment of the 2025 Bloomfield Village CSO Sewer Cleaning and Inspection project is recommended. The sewers that would be bid under this program are shown on the attached map. Discussions with Hubbell, Roth & Clark, Inc. (HRC) have taken place to assist in this phase of the sewer cleaning and inspection project. As outlined in its December 5, 2024 proposal letter, the firm's scope of services includes, but is not limited to:

Design Engineering

- Preparation of Bid Documents
- Local Municipality Coordination of Permits
- Bidding Administration Assistance

Construction Administration

- Attending and preparing meeting summary notes
- Reviewing contractor submitted information
- Contract administration
- Condition assessment of sewer segments

Staff has reviewed the proposal and is confident HRC will provide the needed services to complete the project. Plans and specifications ready for bidding are expected in the spring with completion of the sewer cleaning and televising in the summer. The final recommendation and award for this work will be brought to the Drainage Board for approval at a later date. In order to proceed with this project, authorization of \$78,080 is needed. The District's Sewage Disposal fund has the necessary funds available for this project.

Requested Action: Retain the services of Hubbell, Roth & Clark, Inc. to proceed with establishing plans and specifications for the 2025 Bloomfield Village CSO Sewer Cleaning and Inspection project for the not to exceed amount of \$78,080.



December 5, 2024

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

Attn: Mr. George Nichols, P.E., Civil Engineer III
Re: Bloomfield Village CSO Drain
Proposal for Design and Construction Engineering Services
2025 Bloomfield Village CSO Sewer Cleaning and Inspection

HRC Job No. 20240839

Dear Mr. Nichols:

As requested, HRC is pleased to provide this proposal for engineering assistance related to the condition assessment of the Bloomfield Village CSO Drain combined sewers for the year 2025. We would propose that these services be provided under the terms and conditions of our existing Engineering Services Contract. Our scope of work is based on discussions with your office, our design background of the subject project and our experience with similar sewer system condition assessment projects. In summary, our services would include all necessary activities to assist in the administration of the construction contract of the work as described herein.

Background

The office of the Oakland County Water Resources Commissioner (OCWRC) owns, operates, and maintains the Bloomfield Village CSO Drain, which is located in Oakland County and conveys combined sewage from three (3) communities, Bloomfield Township, Bloomfield Hills and Birmingham. As part of an ongoing effort for OCWRC's five (5) year capital improvement plan, it is our understanding that OCWRC would like to clean and televise the complete Bloomfield Village CSO Drain combined sewer system consisting of 72,773 feet of combined sewer ranging from 8" to 144" diameter. It is HRC's understanding that Mr. George Nichols, P.E. will be the WRC Project Engineer and, as such, will be the primary point of contact for OCWRC and that the OCWRC will be providing a project representative (RPR) to be on-site full-time during the Work. As part of this proposal, HRC will assist in the evaluation of sewer videos and contract administration as required. Our proposal for this assignment is as follows:

Scope of Services – Design Engineering

- **Preparation of Bid Documents**

This task will include preparing contract documents for bidding purposes in order to select a qualified contractor to complete combined sewer televising and cleaning services. HRC would expect that the level of effort and scope would be similar to the 2023 and 2024 George W. Kuhn (GWK) Sewer Cleaning and Inspection projects recently bid. The quantities included in the bid documents will be estimated based on all Drain segments identified as assets of the Bloomfield Village CSO Drain by OCWRC. Project specifications will be prepared using OCWRC standard contract documents and HRC specifications. Detailed maps will not be generated based on topographic surveys, instead base-maps generated via GIS utility maps will be used with supplemental notes pertaining to the project. In addition, HRC will prepare a cover sheet and other necessary details for the project drawings. The bid packages will be prepared as invite-only and not open bid.

- **Local Municipality Coordination of Permits**

The Bloomfield Village CSO Drain is located in a portion of three (3) different communities. HRC will review the required permits for the local communities or roadway agency and incorporate hydrant-use information in the plans and specifications. In addition, HRC will obtain contact information for the local communities and roadway agency where sewer cleaning and inspection is being performed.

- **Bidding Administration Assistance**

HRC will prepare contract documents for purchase (if required) to prospective bidders, answer bidder questions, prepare addenda, attend a bid opening, assist the OCWRC in evaluating bids that are received, generate a bid tabulation, and review a Notice of Intent to Award letter.

Scope of Services – Construction Administration

- **Meetings**

HRC will attend and prepare summary meeting notes for the pre-construction meeting for the 2025 Bloomfield Village CSO Sewer Cleaning and Inspection Project. HRC will also attend up to two (2) construction progress meetings as required.

- **Review of Contractor Submitted Information**

HRC will assist OCWRC in the review of Contractor-submitted information such as insurance, schedule(s), certifications, etc. to assure they are compliant with the contracting requirements. HRC will respond to RFIs that come up during the project as necessary.

- **Contract Administration**

HRC will coordinate with both the OCWRC Project Engineer and contractor to issue necessary work directives, field orders or RFQs to document agreed upon changes in project scope. HRC will assist in reviewing inspection reports provided by OCWRC's RPR, including tracking construction quantities for inspection video. HRC will request these reports on a bi-weekly basis or as determined by OCWRC. This will be required so that HRC may verify the contractor is meeting the contract specifications, track quantities and changes to the scope and or schedule. By tracking the job in this manner, HRC will be prepared to discuss any potential change requests from the contractor. HRC will advise and consult project objectives and interpret Contract documents. HRC will assign a project engineer to assist the OCWRC Project Engineer in the coordination of construction activities with appropriate parties involved in the project.

- **Contract Change Management**

In the circumstance that there are unforeseen changes and/or additional work required to complete the project, HRC may assist in the coordination between the contractor and OCWRC Project Engineer. HRC will assist the OCWRC in the development of change orders for the project and review information as requested by the OCWRC Project Engineer. It is our understanding that Heavy Sewer Cleaning will be authorized by OCWRC under the terms of Time and Material rates defined in OCWRC's blanket contract on an as-needed basis. Therefore, HRC would request documentation of the established rates in order to file change orders through this project.

- **Condition Assessment of Sewer Segments**

HRC will review the sewer inspection video obtained during construction. All videos will be reviewed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certified staff member. HRC will log CCTV attributes in the supplied spreadsheet by OCWRC and will provide rehabilitation or repair recommendations. HRC will review each sewer asset and respond with one or more of the following recommendations: Excavating Point Repair, Chemical Injection Grouting/Leak Sealing, Internal Lining (Cured-in-place, Geopolymer, or similar) Full Replacement, and Review Video. Since a large percentage of the Bloomfield Village CSO Drain is considered large diameter sewer, careful review and special rehabilitative methods will be considered. In addition, HRC's capital improvement recommendations will be summarized in a letter or report after all segments are reviewed.

- **Project Closeout Activities**

HRC will provide assistance in coordinating contract closeout activities including reviewing Final Payment, reviewing final declaration, final affidavit, waivers, and other contract documents as required.

SERVICES NOT INCLUDED

- Resident Communications
- Coordination/Correspondence pertaining to heavy sewer cleaning, bypass pumping, or other technical designs required for construction
- Daily Correspondence and/or Coordination with OCWRC Observation Staff
- Daily Coordination among Local Municipalities in the Project Area
- Full-Time Construction Observation
- Preparation of project punch list
- Preparation of record drawings

Fees for Services

Based on the scope of services described above, our understanding of the necessary effort, and OCWRC's expectations, we propose to perform this work for a not-to-exceed budget amount of **\$78,080**. A breakdown of costs is included as an attachment to this proposal.

This amount will not be exceeded without a change in project scope and prior written authorization. We propose to invoice the OCWRC for the actual hours incurred based on our standard hourly billing rates.

Anticipated Project Schedule

Based on discussions with OCWRC staff, OCWRC is looking to bid the project in Spring 2025 and complete the sewer cleaning and televising in 2025.

Personnel

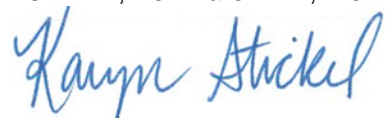
Daniel Mitchell, P.E., President, will serve as Principal-in-Charge of this project and provide oversight. This project will be managed by Christopher N. Ross, P.E., with oversight by Karyn Stickel, P.E. and Sally Duffy, P.E. HRC will provide additional staff as needed from our Asset Management and GIS Departments.

If this proposal is accepted, please sign and return a scanned copy of this proposal which will serve as our formal authorization to proceed.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Karyn Stickel, P.E.
Senior Associate



Christopher N. Ross, P.E.
Project Engineer

CR/JV

Attachment: (1) Cost Table

pc: HRC; D. Mitchell, K. Stickel, S. Duffy, File
OCWRC; E. Bantios, J. Say, File



Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

COST ESTIMATE - ESTIMATED LABOR AND FEES**2025 Bloomfield Village CSO Sewer Cleaning and Inspection****Design and Construction Engineering**

December 5, 2024

HRC Job No. 20240839

Task Description	Senior Associate / Partner *		Manager *		Project Engineer *		Grad Engineer I *		Total Hours	TOTAL COST
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
<i>Design Engineering</i>										
Kickoff Meeting	4	\$ 800.00	4	\$ 680.00	4	\$ 560.00	6	\$ 600.00	18	\$ 2,640.00
Design Engineering	2	\$ 400.00	10	\$ 1,700.00	40	\$ 5,600.00	40	\$ 4,000.00	92	\$ 11,700.00
Permits/Local Municipality Coordination	2	\$ 400.00	4	\$ 680.00	20	\$ 2,800.00	20	\$ 2,000.00	46	\$ 5,880.00
Bidding Administration Assistance	4	\$ 800.00	16	\$ 2,720.00	32	\$ 4,480.00	32	\$ 3,200.00	84	\$ 11,200.00
<i>Contract/Construction Administration</i>										
Pre-Construction Meeting and Prep	2	\$ 400.00	6	\$ 1,020.00	6	\$ 840.00	2	\$ 200.00	16	\$ 2,460.00
Progress Construction Meetings	2	\$ 400.00	16	\$ 2,720.00	16	\$ 2,240.00	6	\$ 600.00	40	\$ 5,960.00
Construction Administration Assistance	8	\$ 1,600.00	16	\$ 2,720.00	40	\$ 5,600.00	16	\$ 1,600.00	80	\$ 11,520.00
Condition Assessment Review & Report	4	\$ 800.00	16	\$ 2,720.00	80	\$ 11,200.00	120	\$ 12,000.00	220	\$ 26,720.00
	28	\$ 5,600.00	88	\$ 14,960.00	238	\$ 33,320.00	242	\$ 24,200.00	596	\$ 78,080.00

*Billable rates shown are for estimating purposes only. Actual billed rates will be in accordance with the fee schedule included in our Engineering Services Contract.

Bloomfield Village CSO

Structures Within RCOC Road Projects

Job No. 20220489

0 500 1,000 2,000 Feet



→ Gravity Combined

• Manhole

SAD Paving Areas

Blue - Completed 2024

Red - Completed 2024

Gold - Planned for Spring 2025

Yellow - Planned for Spring 2025

Green - Planned for Spring 2026

Rehab Type

— Cut Deposits & Grout Joints

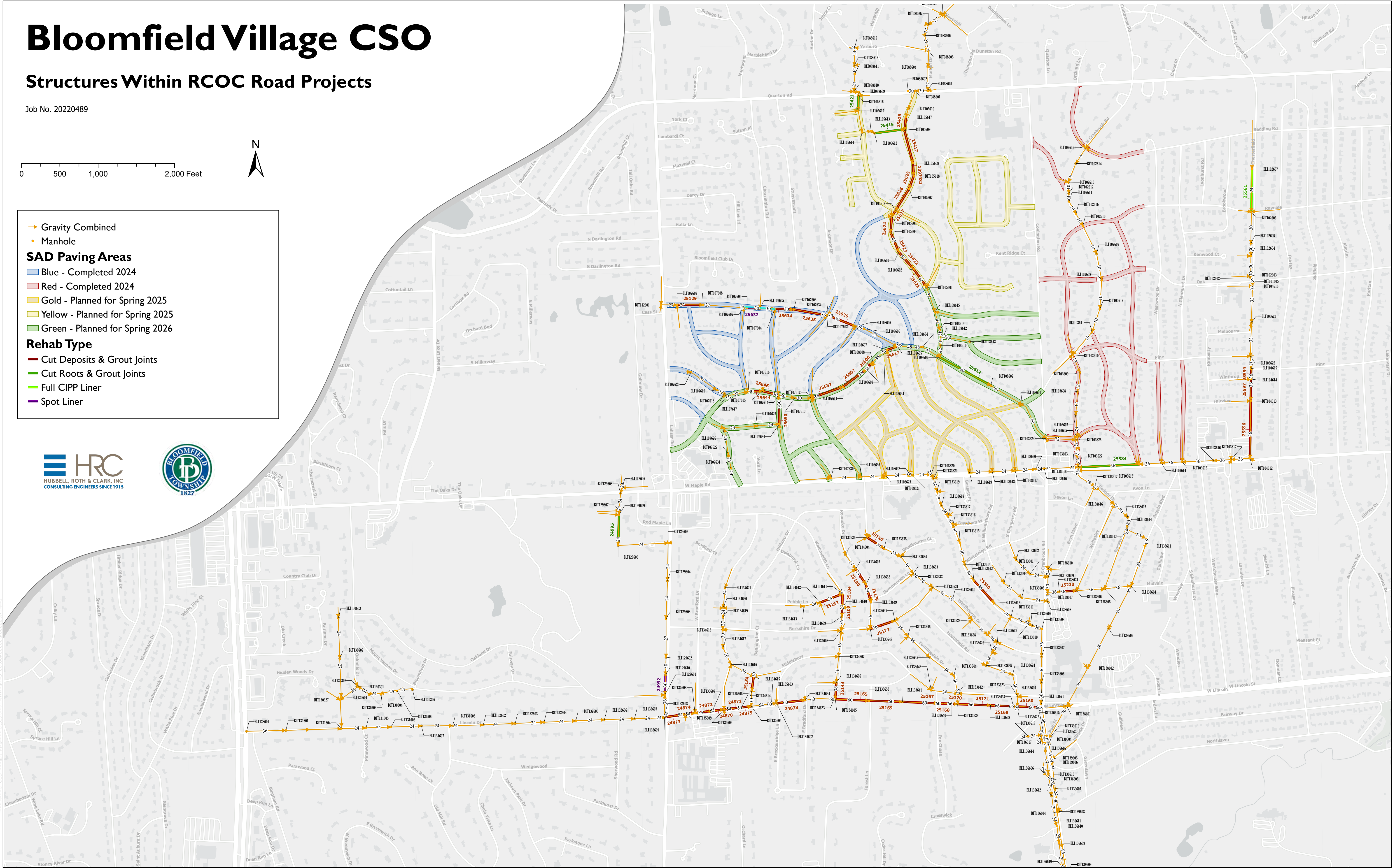
— Cut Roots & Grout Joints

— Full CIPP Liner

— Spot Liner



FROM: T:\122201\12220102\102_2024\Bloomfield_Village_CSOC\Bloomfield_Village_CSOC_10220102.dwg



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

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

DATE: January 28, 2025

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 23, 2025.

Date	Ref No.	For	Amount
10/31/24	JE# 033619	Oct 2024 Storm Water Flow Charges	\$ 46,596.25
11/30/24	JE# 034346	Nov 2024 Storm Water Flow Charges	46,596.25
12/31/24	JE# 035015	Dec 2024 Storm Water Flow Charges	46,596.25
		Total	<u>\$139,788.75</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

HB for Shawn Phelps

DATE: January 28, 2024

SUBJECT: Request for Board approval of payment of the following invoice(s):

Ref No.	Paid To	For	Amount
SINV00308673	State of Michigan	Invoice # 11280056 - NPDES Annual Permit Fee	\$ 6,000.00
SINV00310877	ICS Integration	Invoice # 3147	1,340.00
SINV00308564	ICS Integration	Invoice # 3151	581.82
SINV00312687	ProSeal Services	Invoice # 243810	2,750.00
		Total	\$ 10,671.82
SINV00310877	ICS Integration	Invoice # 3148 PRJ-17796	1,340.00
SINV00314406	ICS Integration	Invoice # 3166 PRJ-17796	1,072.00
SINV00311918	Fishbeck	Invoice # 446901 PRJ-17796	5,266.00
SINV00310064	Systems Specialties	Invoice # 63483 PRJ-17796	12,614.00
		Subtotal - Project 1-7796	\$ 20,292.00
SINV00312974	Fishbeck	Invoice # 442007 - PRJ-17651	1,061.50
		Subtotal - Project 1-7651	\$ 1,061.50
SINV00310885	ICS Integration	Invoice # 3149 PRJ-17068	5,762.00
		Project # 1-7068 Total	\$ 5,762.00
		Grand Total	\$ 37,787.32

4. Clinton River Water Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated January 28, 2025, requesting the Board authorize the Chairperson to sign the contract between the Drainage District and Andritz Separation Inc. in the amount of \$241,395 for centrifuge preventive maintenance and as-needed repair
5. Present Change Order No. 5 for Clark Construction Company for Construction of the Optimization Phase 1 Project for a net increase in the amount of \$29,086
6. Present Construction Estimate No. 6 for Clark Construction Company for Construction of the Optimization Phase 1 Project in the amount of \$658,568.16 with a transfer to the Oakland County Treasurer in the amount of \$73,174.24
7. 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 \$316,649.72
8. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$92,943.37
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

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

December 17, 2024

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

Change Order No. 4 for Clark Construction Company for Construction of the Optimization Phase 1 Project for a net decrease in the amount of \$10,830 was presented. It was moved by Markham, supported by Woodward, to approve Change Order No. 4 for Clark Construction Company for Construction of the Optimization Phase 1 Project for a net decrease in the amount of \$10,830 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 4 for Clark Construction Company for Construction of the Optimization Phase 1 Project in the amount of \$834,325.05 with a transfer to the Oakland County Treasurer in the amount of \$92,702.78 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 4 for Clark Construction Company for Construction of the Optimization Phase 1 Project in the amount of \$834,325.05 with a transfer to the Oakland County Treasurer in the amount of \$92,702.78 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 5 for Clark Construction Company for Construction of the Optimization Phase 1 Project in the amount of \$756,817.69 with a transfer to the Oakland County Treasurer in the amount of \$84,090.85 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 5 for Clark Construction Company for Construction of the Optimization Phase 1 Project in the amount of \$756,817.69 with a transfer to the Oakland County Treasurer in the amount of \$84,090.85 as presented.

ADOPTED: Yeas - 3
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$239,124.01 (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 from the Maintenance Fund in the amount of \$239,124.01.

ADOPTED: Yeas - 3
Nays - 0

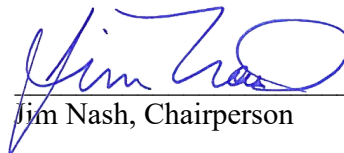
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$96,817.67 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$96,817.67.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0


There being no further business, the meeting was adjourned.


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

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

TO: Jim Nash, Chairperson of the Clinton River Water Resource Recovery Facility
Drainage Board

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

SUBJECT: Centrifuges Preventive Maintenance Agreement with Andritz Separation Inc.

DATE: January 28, 2025

The Clinton River Water Resource Recovery Facility (CRWRRF) constructed a new biosolids process to handle solids generated by the plant. This new process relies on four dewatering centrifuges located in the biosolids building. The centrifuges are a new type of equipment and require maintenance that was new for plant staff. After reviewing and assessing the centrifuges maintenance needs and discussing it with representatives from Andritz Separation Inc., the equipment manufacturer, plant staff felt that it would be beneficial to have Andritz perform the preventive maintenance needs for the centrifuges. Accordingly, in January 2022, the Board entered into a 3-year contract with Andritz for these activities.

The original contract is expiring early this year. Andritz execution of the original contract was very satisfactory and helpful in prolonging the life of the centrifuges. Due to complexity of the centrifuge maintenance and satisfactory performance of the vendor, staff is recommending entering into a 5-year contract with Andritz to perform the needed preventive maintenance on the four centrifuges at a cost of \$141,395.

The contract also has an allowance in the event equipment repair is necessary during the duration of the contract. The total contract amount includes \$100,000 for the anticipated as-needed technician repair and parts.

Requested Action: Authorize the Chairperson to sign the contract between the Drainage District and Andritz Separation Inc. in the amount of \$241,395 for centrifuge preventive maintenance and as-needed repair.



(4) D5LX Centrifuges Service & Maintenance Agreement

This Service and Maintenance Agreement, dated as of January 28, 2025, between **ANDRITZ Separation Inc.** (Seller) having its principal office at **1010 Commercial Blvd. South, Arlington, Texas 76001** and **Clinton River Water Resource Recovery Facility.** (Buyer) having its principal office at **155 N. Opdyke Rd Pontiac, MI 48342-2965.**

In consideration of the mutual covenants herein contained, Seller and Buyer hereby agree to enter into an extended Service & Maintenance Agreement for a **period of 5 years or until January 27, 2030.** This Agreement incorporates the attached Exhibits 1, 2, 3 and 4.

Article 1. Scope of Work

Seller agrees to provide a Factory Technician to conduct maintenance and Basic Service Level Agreement, based on the attached Scope of Work (Exhibit 2), Maintenance Schedule (Exhibit 3).

Article 2. Labor, Tools and Supplies

Buyer is responsible to provide additional labor, as required, and any specialized tools and lubrication fixtures. Buyer will make available the use of an overhead crane where required or provide suitable lifting assembly when necessary for lifting components.

Article 3. Manufacturer Service Contact

Seller maintains standard business hours of 8:00 AM to 5:00 PM CST. After business hour service is provided 24 hours/day by dialing 1-817-465-5611. After hours calls are distributed to on-call individuals that will respond via phone to help assess service requirements and ship parts.

Article 4. Service Reports

At the completion of each visit, the technician will submit a report covering in detail the recommended repairs, if any additional parts are required and any recommendations or observations that require future service by the Buyer. Buyer will be responsible to sign and date report acknowledging that he/she understands the service provided and is aware of potential service issues. A formal service report will be supplied to Buyer within 10 working days of service.

Article 5. Safety Requirements

Seller provides all technicians with basic safety equipment such as steel toe boots, safety glasses, hardhat and gloves. Buyer is responsible to provide a safe working area and notify Seller of any additional safety requirements prior to servicing equipment. If the environment is determined to be unsafe, it is the Buyers responsibility to correct prior to any equipment servicing or to provide specialized safety equipment and applicable training.



Article 6. Contract Renewal

At the expiration of the Agreement, the Buyer and Seller can mutually agree to renew said Agreement.

Article 7. Terms and Conditions of Sale

The attached (Exhibit 4), Andritz Separation Inc. Terms and Conditions of Sale, shall apply to this Agreement.

Article 8. Sales and Use Tax

All applicable sales and use taxes are to be paid by the Buyer direct to the applicable state tax authority, unless a Tax Exemption Certificate is provided to the Seller.

Article 9. Agreement Offering

Seller offers this Agreement for a lump sum price of **\$141,395** to be paid in (5) annual installments of **\$28,279**. Payment is due prior to first visit and will initiate contract start date; monthly payment is due 60 calendar days from invoice date.

Article 9. b. Allowance for Items Not Included in Agreement

The buyer shall include an allowance for Parts, Maintenance, Freight, and Miscellaneous expenses not covered specifically by the Agreement for the duration of the contract. The allowance of **\$100,000** is for unforeseen expenses and is to be used if needed to complete necessary repairs to the Centrifuges that the Agreement does not cover. These necessary repairs will be quoted by the Seller to the Buyer. The required and completed repairs will be invoiced to the buyer for payment. Payment is due 60 calendar days from invoice date.

Article 10. Entire Agreement

This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer usage of the trade not expressly incorporated herein.

Article 11. Representations

Each, the Seller and Buyer, represent and warrant that it has duly authorized the execution and delivery of this agreement; that this agreement as has been executed and delivered by it and that this agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms.



IN WITNESS WHEREOF, the parties hereto have duly executed this Service Agreement on the date first above written.

Seller: Andritz Separation Inc.

Buyer: _____

By _____

By _____

Name:

Name:

Title:

Title:

Date:

Date:



EXHIBIT 1 BUYER SUPPLIED GUIDELINES

- (4) D5LX Centrifuge

Pre-Dewatering Unit 1 132990271

Pre-Dewatering Unit 2 132990240

Post-Dewatering Unit 1 132990273

Post-Dewatering Unit 2 132990272

Operating based on the originally specified process parameters (below). Operating hours of this agreement are based on 5 years of operation for the duration of the contract period.

Based on average daily usage of centrifuges, the following units will have the following approximate run time hours on or about February 3, 2025.

Pre-Dewatering #1 - 21,000 hours (*averaging 9.7 hr/dy*)

Pre-Dewatering #2 - 14,000 hours (*averaging 7.0 hr/dy*)

Post-Dewatering #1 - 11,000 hours (*averaging 5.1 hr/dy*)

Post-Dewatering #2 - 12,000 hours (*averaging 6.7 hr/dy*)

This agreement will provide maintenance until the following run time hours on or about February 2, 2030.

Pre-Dewatering #1 – 39,000,000 hours (*averaging 9.7 hr/dy*)

Pre-Dewatering #2 – 24,000 hours (*averaging 7.0 hr/dy*)

Post-Dewatering #1 – 21,000 hours (*averaging 5.1 hr/dy*)

Post-Dewatering #2 – 24,000 hours (*averaging 6.7 hr/dy*)



EXHIBIT 1

- Process Parameters Per Proposal Pre-Dewatering
 - Sludge Type: Screened Blended Primary and Thickened WAS
 - Feed Solids: 2.5 - 4.5% TS
 - Cake Dryness : 16% +/- 2% T.S.
 - Hydraulic Loading: 106 GPM
 - Capture 95% TSS
- Process Parameters Per Proposal Post-Dewatering
 - Sludge Type : Hydrolyzed, digested sludge
 - Feed Solids: 3.0 – 5.0% TS
 - Cake Dryness : 30% +/- 2% T.S.
 - Hydraulic Loading: 134 GPM
 - Capture 95% TSS



EXHIBIT 2 SCOPE OF WORK BY SELLER AND BUYER

SELLER

Seller agrees to provide a Factory Technician to conduct preventative maintenance along with inspections on the customer's supplied centrifuge outlined in Exhibit 3.

Preventative maintenance for the Centrifuge is based upon an established level of operating hours and includes scheduled inspections as well as replacement of wear components. This Agreement includes wear parts, lubricants, and service for the Centrifuge for the period specified per the Maintenance Schedule and quantities of each service listed in (Exhibit 3).

In addition to the service specified, the Factory Technician will inspect the operation, train operators, adjust programming, provide system quality control, and will remove struvite from the bowl extremities where visible during interventions to the extent possible using mechanical methods of removal. The removal of struvite during an intervention is only a temporary and limited measure to minimize the damage that could occur from struvite accumulation and subsequent erosive wear to the centrifuge components. The seller is not responsible for damages that occurs to the centrifuge components or any occurrences that derive from struvite damage due to struvite accumulation before, during or after this agreement term.

BUYER

Buyer to provide basic/routine preventive maintenance. Buyer to conduct and document at a minimum:

- Daily Performance Optimization
- Hours of operation
- Inspections and checking for leaks.
- Daily Operator Checks
 - 1) Centrifuge and Vertical Peeler operation, vibration, abnormal noise.
 - 2) Greasing of main bearings every 200 hours (centrifuge only).
 - 3) Bearing temperature and noise.
 - 4) Current consumption of drive motor.
 - 5) Check torque readings.
 - 6) Check for grease leaks at cyclo unit (centrifuge only).
 - 7) Check product leakage at pillow block (centrifuge only).
- Note: must provide a powered overhead crane for disassembly of the machine. Minimum load is 2.5 ton.

ANDRITZ is responsible for proper cleaning and gathering of all trash, replacement parts, used oil and grease as it pertains to the work being performed by ANDRITZ personnel and placing it in a customer designated area or dumpster. Customer is responsible for coordinating all disposal. All exceptions must be in writing and confirmed by ANDRITZ prior to the start of a service.



EXHIBIT 3 MAINTENANCE SCHEDULE

The Seller's certified factory trained technician will conduct maintenance per the below listed intervals.

MAINTENANCE EVERY 3,000 HOURS QTY (4) QTY (5) CREDITED FROM PREVIOUS CONTRACT	
Task	Consumables / Parts
Make a general Inspection.	None
Change scroll thrust bearing lubricant.	6 - 14 oz tubes, grease
Change lubricant in Cyclo reducer.	2.5 Kg of grease
Change Redex pulley oil	1 Liter of gear oil.
Check belt tension.	None
Inspect/replace (if worn) parts subjected to abrasion: Discharge nozzles (option) on bowl Watertight disks (option) Solids discharge casing (projection zone)	Turn ¼ turn if wear exceeds 2 mm. Disks, two parts (replace before worn out) Protection plate (if wear > 0.25 in. plan for weld repairs)



EXHIBIT 3 MAINTENANCE SCHEDULE

The Seller's certified factory trained technician will conduct maintenance per the below listed intervals.

MAINTENANCE EVERY 6,000 HOURS QTY (1), QTY (4) CREDITED FROM PREVIOUS CONTRACT	
Task	Consumables/Parts
Inspect shock absorbers, replace if worn	1 set of shock absorbers
Replace belts	1 set of belts; check belt tension after 200 hours
Overhaul front pillow block	1 set of bearings, seals, screws, 1 bowl hub, 1 scroll hub sleeve
Replace scroll thrust bearing.	1 bearing.
Inspect scroll	Replace tiles at 5 to 7 mm wear. (additional and must be done at service center)
Visually inspect centrifuge for cracks	Replace cracked parts (additional).
Visually inspect centrifuge for corrosion	Replace corroded parts (additional).
Change lubricant in Cyclo reducer and replace copper seals.	2.5 Kg of grease 1 Set of seals
Change Redex pulley oil.	1 Liter of gear oil.
Inspect/replace (if worn) parts subjected to abrasion: Discharge nozzles (option) on bowl. Watertight disks (option) Solids discharge casing (projection zone) Sedimentation control in canals (for counter current models)	Turn ¼ turn if wear exceeds 2 mm. Disks, two parts (replace before worn out) Protection plate (if wear > 0.25 in. plan for weld repairs) Sedimentation usually occurs on the inside of the canals up to the weir plate openings on the bowl plate. This sedimentation usually does not hinder evacuation of clarified liquids, but if this happens, clean or modify the weir plate adjustment to decrease the sediment levels.



EXHIBIT 3 MAINTENANCE SCHEDULE

The Seller's certified factory trained technician will conduct maintenance per the below listed intervals.

MAINTENANCE EVERY 12,000 HOURS (QTY 1) CREDITED FROM PREVIOUS CONTRACT	
Task	Consumables/Parts
Change belts	1 set of belts; check belt tension after 200 hours
Overhaul front & rear pillow blocks (mechanical): - Seals and bearing change. - Cyclo reducer overhaul - Tension system overhaul	1 set of bearings, seals, screws 1 set eccentric, bearings, seals Tension rods
Replace scroll thrust bearing.	1 bearing.
Change lubricant in Cyclo reducer and replace copper seals.	2.5 Kg of grease 1 Set of seals
Change Redex pulley oil	1 Liter of gear oil.
Inspect/replace (if worn) parts subjected to abrasion: Discharge nozzles on bowl. Feed nozzles on scroll. Watertight disks (option) Solids discharge casing (projection zone) Sedimentation control in canals (for counter current models)	Disks, two parts (replace before worn out) Protection plate (if wear > 0.25 in. plan for weld repairs) 1 set of bowl nozzles. 1 set of scroll feed nozzles. Sedimentation usually occurs on the inside of the canals up to the weir plate openings on the bowl plate. This sedimentation usually does not hinder evacuation of clarified liquids, but if this happens, clean or modify the weir plate adjustment to decrease the sediment levels.

EXHIBIT 3 MAINTENANCE SCHEDULE



The Seller's certified factory trained technician will conduct maintenance per the below listed intervals.

TABLE 5-9. MAINTENANCE EVERY 24,000 HOURS QTY (2)	
Task	Consumables/Parts
Make a general Inspection.	
Change belts	1 set of belts; check belt tension after 200 hours
Change scroll thrust bearing lubricant.	See lubrication table 5-11 for correct lubricant.
Overhaul front & rear pillow blocks (mechanical): - Seals and bearing change. - Cyclo reducer major overhaul - Tension system overhaul	1 set of bearings, seals, screws 1 set eccentric, bearings, seals Tension rods. 1 set of circlips, nuts, elastic ring
Change lubricant in Cyclo reducer and replace copper seals.	2.5 Kg of grease 1 Set of seals
Change Redex pulley oil.	1 Liter of gear oil.
Inspect scraper blades for wear (optional)	Replace blades as needed plus mounting screws.
Check belt tension.	
Inspect/replace (if worn) parts subjected to abrasion: Discharge nozzles on bowl. Feed nozzles on scroll. Watertight disks (option) Solids discharge casing (projection zone) Sedimentation control in canals (for counter current models)	Disks, two parts (replace before worn out) Protection plate (if wear > 0.25 in. plan for weld repairs) 1 set of bowl nozzles. 1 set of scroll feed nozzles. Sedimentation usually occurs on the inside of the canals up to the weir plate openings on the bowl plate. This sedimentation usually does not hinder evacuation of clarified liquids, but if this happens, clean or modify the weir plate adjustment to decrease the sediment levels.

EXHIBIT 3 MAINTENANCE SCHEDULE



Oakland County, Pontiac Plant Service Quantities

Duration: 5 Years

	Approx Start Hours	3k Service						Quantity	Approx End Hours
*Pre-Dewatering Unit 1 132990271	20920		27000		33000			39000	38623
Pre-Dewatering Unit 2 132990240	13933	15000		21000					26708
Post-Dewatering Unit 1 132990273	10985	15000		21000					20110
Post-Dewatering Unit 2 132990272	11098	15000		21000					23326
*New R/A Installed 16,454 hours								Total 3k	9

	6k Service						Quantity	
Pre-Dewatering Unit 1 132990271	20920	24000				36000	2	38623
Pre-Dewatering Unit 2 132990240	13933		18000				1	26708
Post-Dewatering Unit 1 132990273	10985		18000				1	20110
Post-Dewatering Unit 2 132990272	11098		18000				1	23326
Total 6k							5	

	12k Service						Quantity	
Pre-Dewatering Unit 1 132990271	20920			30000			1	38623
Pre-Dewatering Unit 2 132990240	13933						0	26708
Post-Dewatering Unit 1 132990273	10985						0	20110
Post-Dewatering Unit 2 132990272	11098						0	23326
Total 12k							1	

	24k Service						Quantity	
Pre-Dewatering Unit 1 132990271	20920						0	38623
Pre-Dewatering Unit 2 132990240	13933			24000			1	26708
Post-Dewatering Unit 1 132990273	10985						0	20110
Post-Dewatering Unit 2 132990272	11098			24000			1	23326
Total 24k							2	

EXHIBIT 3
MAINTENANCE SCHEDULE

Exclusions:

Replacement parts other than the specific components listed in the Maintenance Schedule (Exhibit 3) of this Agreement are not included.

Electrical components replacement cost is not included as part of the service agreement. Andritz technicians will assist in establishing required replacement components, installation, and programming as required.

EXHIBIT 4

TERMS AND CONDITIONS OF SALE AND/OR SERVICE

1. TERMS APPLICABLE

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products and/or Services, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

2. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

3. WARRANTY

(a) Product Warranty. Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the fifth anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

5. CHANGES, DELETIONS AND EXTRA WORK.

Seller will not be required to make changes in the Products or Services unless Buyer and Seller have executed a written change order for such change. Any such change order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances or (b) any act or omission of Buyer or any other party for whom Buyer is responsible, or any error or change in Buyer-provided information should require a change in the Products or Services or cause an increase in the cost or change in the schedule to supply the Products or Services.

6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services shall be billed to and paid

by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a patent issued as of the effective date of this Agreement in the country in which the Product will be operated, and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

10. SOFTWARE LICENSE, WARRANTY, FEES

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

(a) The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in and to any intellectual property embodied in in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

(b) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the Documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

(c) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks,

Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

(d) If within 12 months from the date of delivery of the Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

(e) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software), or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5.

THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.

(f) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

(g) Buyer and its successors are limited to the remedies specified in this Paragraph 10.

(h) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

11. SITE RISKS

(a) Site Conditions. The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

12. TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 60 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

13. INTELLECTUAL PROPERTY; CONFIDENTIALITY

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

14. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

15. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

16. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall

be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

17. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transshipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Crimea, Cuba, Iran, North Korea, or Syria, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

18. SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the



Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.

19. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 19, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(f) This Agreement and the performance hereof will be governed by and construed according to the laws of the State of Michigan.

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in the State of Michigan by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

ANDRITZ SEPARATION INC.

1010 Commercial Blvd. S.
Arlington, Texas 76001
Tel. (817) 465-5611
Fax (817) 468-3961
separation.us@andritz.com



EXHIBIT 5

2023 FIELD SERVICE POLICY AND RATE SHEET

Installation and Start-up Assistance

All the equipment furnished by ANDRITZ Separation Inc. shall be installed and started up by, and at the expense of the purchaser. There is available, however, upon the request of the purchaser, the service of ANDRITZ Separation Inc. field service personnel for consultation and advice in the installation and start-up of ANDRITZ Separation Inc. equipment. This service is provided with the understanding that ANDRITZ Separation Inc. will function only as technical consultants and coordinators in an advisory capacity, and shall have no responsibility for the supervision or the quality of workmanship of such an installation and/or start-up. Such responsibility will be that of the purchaser.

Certain types of ANDRITZ Separation Inc. equipment, such as that with mechanical seals, require the checkout of the equipment by experienced field personnel before the equipment is put into operation. In these instances, the equipment is tagged upon time of shipment. The failure to have proper mechanical check out by ANDRITZ Separation Inc. field personnel will void our mechanical warranty. For the check out, power and all necessary utilities for the operation of equipment must be available.

Service Rates (Rates/Pricing are in US currency)

Service Rates are applicable for all the time the field service employee spends on the job. This includes traveling to or from either our designated plant or point of residence of the employee. Any holdover time, i.e. time where the employee is required to stay on the job site because time does not permit travel home, or for the convenience of the customer, shall be at regular rates, listed below.

Description	Standard Hourly Rates	Overtime Hourly Rates
Work:		
Weekday	\$215.00 (Up to 8 hrs.)	\$322.50 (Over 8 hrs.)
Saturday	\$317.00 (Up to 8 hrs.)	\$317.00 (Over 8 hrs.)
Sunday	\$419.00 (Up to 8 hrs.)	\$419.00 (Over 8 hrs.)
Holidays	\$419.00 (Up to 8 hrs.)	\$419.00/ hr. up to 4 hrs.
Travel:		
Weekday	\$153.50 (Up to 8 hrs.)	\$316.50 (Over 8 hrs.)
Saturday	\$226.00 (Up to 8 hrs.)	\$316.50 (Over 8 hrs.)
Sunday	\$297.00 (Up to 8 hrs.)	\$418.00 (Over 8 hrs.)
Holidays	\$297.00 (Up to 8 hrs.)	\$418.00/ hr. up to 4 hrs
Remote Support	\$194.00 1 st hr - \$157.50.00/hr additional	\$.315.00 Minimum

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Travel & Holiday Service

If travel and work requirements carry through weekends and holidays, the premium rates above will be charged. (For example, if a customer requires field service personnel to be on site early Monday, necessitating the need to travel Sunday or a Holiday, the Sunday/Holiday rate will be charged. If work continues through a weekend and/or holiday, the Sunday/Holiday rate will be charged)

Cancellation Notice

In an effort to keep costs down for our customers, service personnel will book advanced, non-refundable tickets as quickly as possible after the request for service is received. This is a conscientious effort to keep costs to the customer, for air travel, as low as possible. If such expenses have been incurred in good faith, and the customer must cancel, we must invoice for those expenses to be fairly reimbursed.

Other Considerations

Because our Field Service employees are away from home for extended periods for most of the year, we feel they should be with their families over the Christmas and New Year holidays. Except for breakdowns or comparable and equally critical service requirements, our personnel are not available at these times.

When our field service personnel travel international and required on site for periods in excess of four weeks, they are allowed to return home to be with their families. The allowable time period is determined on a case-to-case basis. The cost only of transportation to the employee's home and return will be included with the service charges.

It is required that our service personnel have single rooms in first class hotel or motel accommodations where these are available. The charges for all living and travel expense will be for the account of the customer. Travel, if by public conveyance or rented automobile, will be at cost. Travel, if by employee-owned or company owned automobile will be at the rate of US \$ 0.585 per mile plus all toll and parking charges. A 15% administrative fee will apply only to travel and living expenses incurred.

It is the responsibility of the purchaser to provide for all necessary permits, clearances, visas, and other pertinent information required for our personnel to travel to the job site. In the event that public facilities are not available near the job site, it is the purchaser's responsibility to provide the equivalent of first class facilities in single rooms for our personnel at the site. For overseas jobs intended to be of an extended duration in excess of thirty (30) days, special arrangements will be negotiated immediately (and prior to the requirement for personnel to be at the job site) with regard to visits home with their families.

Service Requirement Notification

Our objective is to provide the best service possible. Experience has proven that one of the best ways to accomplish this is for our employees to arrive on the job site when they are needed - but not before. Our personnel are in short supply from time to time and personnel with the special skills you may require may not be available on short notice. We request, therefore, that for projects requiring extended service (in excess of thirty (30) days) and/or special skills, ANDRITZ Separation Inc. be given at least sixty (60) days' notice as to when field service personnel are required on site. We also ask that this be confirmed within fourteen (14) days of the start of their services. In other instances, for a shorter duration of service, we request that at least a minimum of ten (10) days' notice be given prior to requirement of our service personnel. After receipt of such advance notice, while we endeavor to comply with all requested time schedules, purchaser should be aware that on rare occasions we might not be able to meet all demands immediately. Negotiations will continue until the best schedule is attained. In the event that emergencies arise, we will work to meet the customers' needs as quickly and as completely as possible.

Please Note: If time is scheduled and the customer must cancel on short notice, there is no guarantee of the immediate availability of field service personnel for rescheduling.

Insurance & Warranty

ANDRITZ Separation Inc. service personnel are fully covered by Worker's Compensation Insurance. ANDRITZ Separation Inc. makes no warranty either express or implied or by trade usage in connection with the services of its field personnel and shall have no liability direct, indirect or for any loss, damage, injury or expense resulting from or arising out of their services other than by reason of their negligence, and in no event for consequential injury or damage or for any amount in excess of the cost of repair or replacement of specific part damaged by their negligence.

Rates Effective -03_01_2023

CHANGE ORDER NO. 5

**Jim Nash, Oakland County Water Resources Commissioner
Clinton River Water Resource Recovery Facility Drainage District
For Construction of the CRWRRF Optimization Phase I Project
City Of Pontiac
Oakland County, Michigan**

Authorization for Extras To & Changes In Contract

Department No. : 6010101

Fund No. : FND84686

Project No. : PRJ-17461

Account No. : 731472

Program No. : PRG149015

Project Activity : FAC

Contract PO : PO 00043820

Contractor :

Clark Construction Company

2660 Superior Court

Auburn Hills, MI 48326

Contract No. : 10566

Date of Contract: 10/24/23

Completion Date: 1/30/27

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
5-1	LOCATION: Clinton River Water Resource Recovery Facility - 1) Outdoor next to Auburn Plant gate. 2) Main Electrical building DESCRIPTION (Extra/Add): Contractor to 1) Re-route/extension of overhead 13.2 kV utility North & South Feeders, 2) top-cut two existing poles to communication lines and demo existing 15kV overhead line after the cutover to the new feeds and 3) Remove smaller pole with vertical riser after the Main Electrical Building is online, as shown on Field Order No. 1 Rev. 1. dated October 30, 2024 and described in attached Clark Construction Claim #4 dated November 21, 2024.	LS	1.0	\$23,373	\$23,373	---

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
5-1	REASON: After more discussions with DTE related the overhead lines and disconnect switch's locations, additional details were identified to address alignment of the overhead lines.					
5-2	DESCRIPTION (Extra/Add): Conflicts between Contractor concrete and electrical submittals regarding conduit and wire access through the Main Electrical building floor and their compliance with the project plans and specifications, per attached Contractor Claim #2 dated October 30, 2024.	LS	1.0	\$5,713	\$5,713	---
5-2	REASON: The conflicts and resubmittals caused some delays and expenses that the Owner and the Contractor agreed to share.					
				Totals	\$29,086	\$0
				Net Increase	\$29,086	---


JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

CHANGE ORDER NO. 5

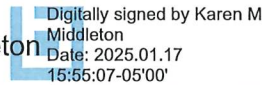
**Jim Nash, Oakland County Water Resources Commissioner
Clinton River Water Resource Recovery Facility Drainage District
For Construction of the CRWRRF Optimization Phase I Project
City Of Pontiac
Oakland County, Michigan**

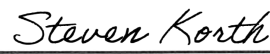
Prepared by:  Date: 01/17/2025
Razik Alsaigh, P.E. - WRC Project Engineer

Recommended by:  Date: 1/17/2025
Allen Gelderloos, P.E. Consulting Engineer (Jacobs)

Approved by:  Date: 1/23/2025
Joel Brown, P.E. Chief Engineer

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

Accepted by: Karen M. Middleton Date: 1/17/2025

Colt Odeh - Project Executive / Karen M. Middleton - Sr. PM
Clark Construction Company

Approved by:  Date: 1/23/2025
Steve Korth, P.E.
Chief Manager

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

This Change Order was approved by the Drainage Board on:

CHANGE ORDER

CHANGE ORDER NO. 5

**Jim Nash, Oakland County Water Resources Commissioner
Clinton River Water Resource Recovery Facility Drainage District
For Construction of the CRWRRF Optimization Phase I Project
City Of Pontiac
Oakland County, Michigan**

Notice to Proceed Date:	Friday, November 17, 2023
Contract Substantial Completion Date:	Monday, November 16, 2026
Contract Final Completion Date:	Saturday, January 30, 2027
Original Contract Value:	\$ 30,550,434.00
Previous C.O. Values:	\$ 127,311.00
Change Order No. 5 Value	\$ 29,086.00
Adjusted Contract Value	\$ 30,706,831.00

**JIM NASH
OAKLAND COUNTY WATER RESOURCE COMMISSIONER**

Jim Nash, Oakland County Water Resources Commissioner
Clinton River Water Resource Recovery Facility (CRWRRF) Drainage District
For Construction of the CRWRRF Optimization I
City of Pontiac
Oakland County, Michigan

Construction Estimate No. 6

Period: December 1, 2024 to December 31, 2024

Department No. : 6010101
Fund No. : 84686
Project No. : PRJ-17461

PO No. PO 00043820
Account No. : 731472
Program No. : 149015
Activity : FAC
Vendor No. : 40855
Contract No. : CON00010566

Contractor :
Clark Construction Company
2660 Superior Court
Auburn Hills, MI 48326

Notice to Proceed : 11/17/2023
Substantial Completion Date : 11/16/2026
Final Completion Date : 01/30/2027

Original Contract Amount: \$30,550,434.00

Previous Change Order Numbers (1through3): \$101,528.00

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

Total Net Change Orders: \$101,528.00

Adjusted Contract Amount: \$30,651,962.00

Subtotal To Date: (Sheet 2 of 2 Column 7) \$8,091,846.96

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

Gross Estimate: (Work in Place) 26.40% \$8,091,846.96

Less Amount Reserved: (10% of Gross Estimate) \$809,184.70

Total Amount Allowed To Date: \$7,282,662.26

Less Previous Estimates: \$6,624,094.10

Net Payment Request To Be Paid To Contractor: \$658,568.16

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$22,560,115.04 Accounting Auditor: *KS* 1/17/25

Less Previous Transfers To Reserve: \$736,010.46

Amount of Current Transfer: \$73,174.24

Prepared by: *Razik Alsaigh*
Razik Alsaigh, P.E. - Project Engineer

Date: *01/17/2025*

Recommended by: *Allen Geldenloos*
Jacobs Consultants, Inc. - Consulting Engineer

Date: 1/17/25

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

Date: 1/23/2025

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

Date: 1/23/2025

Approved by Board on: _____

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

th for Shawn Phelps

DATE: #####

SUBJECT: Request for Board approval of payment of the following invoice(s):

Payable To	Ref No.	For	Amount
Grainger	Mar 2024 Pcard	Pcard - Materials and Supplies	\$ 1,975.10
Grainger	Dec 2024 Pcard	Pcard - Materials and Supplies	1,481.15
Grainger	Jan 2025 Pcard	Pcard - Materials and Supplies	1,126.68
USA Bluebook	Jul 2024 Pcard	Invoice # INV00431968	1,592.00
USA Bluebook	Dec 2024 Pcard	Invoice # INV00568332	5,804.85
D3W Industries Inc	SINV00308150	Invoice # 4980	2,600.00
D3W Industries Inc	SINV00308149	Invoice # 4946	5,720.00
D3W Industries Inc	SINV00311259	Invoice # 4990	5,720.00
D3W Industries Inc	SINV00314808	Invoice # 5037	3,224.00
DJ Conley	SINV00308562	Invoice # SI-53133-1	1,132.00
Eurofins Enviromental Testing	SINV00311899	Invoice # 1900056037	2,786.50
Eurofins Enviromental Testing	SINV00311894	Invoice # 1900056031	1,057.20
Great Lakes Pump & Supply	SINV00311924	Invoice # 78198	1,267.00
Haviland Products Company	SINV00308575	Invoice # 524965 - Chemical Treatment	2,297.70
Haviland Products Company	SINV00310862	Invoice # 525490 - Chemical Treatment	7,497.44
Haviland Products Company	SINV00310864	Invoice # 525701 - Chemical Treatment	2,220.00
Haviland Products Company	SINV00311260	Invoice # 525848 - Chemical Treatment	7,529.02
Haviland Products Company	SINV00314744	Invoice # 526418 - Chemical Treatment	7,610.31
Haviland Products Company	SINV00314749	Invoice # 526774 - Chemical Treatment	3,330.00
Haviland Products Company	SINV00315706	Invoice # 527802 Credit Memo - Chemical Treatment	(4,400.00)
Haviland Products Company	SINV00316075	Invoice # 527912 Credit Memo - Chemical Treatment	(400.00)
HOH Water Technology	TBP	Invoice # 692456	2,152.50
Ingersoll Rand	SINV00314781	Invoice # 31182473	3,163.53
Lasalle Agri Inc.	SINV00308349	Invoice # 2688	27,009.15
Lasalle Agri Inc.	TBP	Invoice # 2725	23,979.90
Pro Seal	SINV00308152	Invoice # 243548 - Material and Parts	2,900.00
Polydyne Inc.	SINV00311262	Invoice # 1888825 - Chemical Treatment	41,054.00
PVS Technologies Inc	SINV00308579	Invoice # 369427 - Chemical Treatment	5,394.84
PVS Technologies Inc	SINV00308577	Invoice # 369152 - Chemical Treatment	2,703.36
PVS Technologies Inc	SINV00311269	Invoice # 369988 - Chemical Treatment	2,918.52
PVS Technologies Inc	SINV00311267	Invoice # 369809 - Chemical Treatment	4,993.56
PVS Technologies Inc	SINV00311678	Invoice # 370360 - Chemical Treatment	5,112.36
PVS Technologies Inc	SINV00314753	Invoice # 370723 - Chemical Treatment	2,703.36
PVS Technologies Inc	SINV00314756	Invoice # 370803 - Chemical Treatment	5,066.16
Saber Building Services	SINV00311263	Invoice # 46185 - Building Cleaning Jan 2025	1,800.00
State of Michigan	SINV00314638	Inv#11288305 - Biosolid Land App Fee 2025	421.72
Waterworks Systems & Equipmen	SINV00315827	Invoice# 10489 - Hydraulic Ram for Bosker	6,227.98
Waste Management	TBP	Invoice # 8818000-1714-0	1,912.04
		Subtotal \$	200,683.93
Nikon Instruments	SINV00307955	Invoice # 901235995 - Proj # 1-3455	37.08
Nikon Instruments	SINV00307951	Invoice # 901235994 - Proj # 1-3455	15,762.52
		Subtotal - Project 1-3455 \$	15,799.60
Hach	SINV00314405	Invoice # 14271750 - Proj # 1-3485	1,501.10
		Subtotal - Project 1-3485 \$	1,501.10
Perfless Midwest	SINV00309804	Invoice # 82505 Proj # 1-7078	\$ 10,058.13
		Subtotal - Project 1-7078 \$	10,058.13

CSM Mechanical	SINV00312504	Invoice # 4414 Proj # 1-3492	\$	13,080.00
FCX Performance	SINV00313875	Invoice # 5366385 Proj # 1-3492	\$	6,628.00
Subtotal - Project 1-3492			\$	19,708.00
Great Lakes Pump & Supply Co	SINV00309801	Invoice # 77837 Proj # 1-3470	\$	2,633.00
Subtotal - Project 1-3470			\$	2,633.00
OHM	SINV00313172	Invoice # 83783 Proj # 1-7047	\$	6,179.50
Eurofins Enviromental Testing	SINV00314908	Invoice # 1900056048 Proj # 1-7047	\$	14,333.60
Eurofins Enviromental Testing	SINV00314889	Invoice # 1900056084 Proj # 1-7047	\$	13,566.30
Eurofins Enviromental Testing	SINV00314888	Invoice # 1900056083 Proj # 1-7047	\$	9,512.60
Subtotal - Project 1-7047			\$	43,592.00
Jacobs	SINV00313877	Invoice # C6A19600-20 11/23 - 12/27/24 Proj # 1-7550	\$	22,673.96
Subtotal - Project 1-7550			\$	22,673.96
Grand Total			\$	316,649.72

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

For Shawn Phelps

DATE: January 28, 2024

SUBJECT: Request for Board approval of payment of the following invoice(s):

	Ref No.	For	Amount
Jacobs Consultant, Inc	SINV00308151	Invoice # C6A21702-10 - 10/6 - 11/22/24 - Proj # 1-7720	\$ 7,868.57
Jacobs Consultant, Inc	SINV00308150	Invoice # C6A21702-11 - 11/23 - 12/27/24 - Proj # 1-7720	10,833.23
		Total for Project # 1-7720	\$ 18,701.80
NTH	SINV00314891	Invoice # 638064 - Proj # 1-2181	896.50
		Total for Project 1-2181	\$ 896.50
Jacobs Consultant, Inc	SINV00313880	Invoice# C6A21700-24 - 112/23-12/27/24-PRJ-17461	73,345.07
		Total for Project 1-7461	\$ 73,345.07
Grand Total			\$ 92,943.37

5. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present Memorandum from Jeff Parrott, Supervisor, Right of Way, dated January 28, 2025, requesting the Board authorize the Chairperson to sign documents necessary for the proposed construction within the temporary easements to accommodate the Road Commission for Oakland County
5. Present Change Order No. 2 for Construction of the 2023 GWK Sewer Cleaning and Inspection for Doetsch Environmental Services for a net decrease in the amount of \$25,862.25
6. Present Construction Estimate No. 4 for Construction of the 2023 GWK Sewer Cleaning and Inspection for Doetsch Environmental Services in the amount of \$12,050.00 with a final reserve payment to the contractor in the amount of \$35,314.06
7. Present Construction Estimate No. 7 for Rolls Mechanical for Construction of the HomeGuard Program in the amount of \$41,082.30
8. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$118,478.00
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

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

December 17, 2024

A meeting of the Drainage Board for the George W. Kuhn Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

A memorandum from Kelsey Cooke, Manager and Chief Legal Officer, dated December 17, 2024, requesting the Board approve the Detroit Zoological Society's request for the drainage district to cosponsor the project as may be required by the United States Army Corps of Engineers and authorize the Chairperson to execute of the Non-Federal Sponsor's Self-Certification of Financial Capability for Agreements and other documents as may be necessary to finalize the grant approval process was presented. It was moved by Markham, supported by Woodward, to approve the Detroit Zoological Society's request for the drainage district to cosponsor the project as may be required by the United States Army Corps of Engineers and authorize the Chairperson to execute of the Non-Federal Sponsor's Self-Certification of Financial Capability for Agreements and other documents as may be necessary to finalize the grant approval process as presented.

ADOPTED: Yeas - 3
Nays - 0

A memorandum from Stephanie Petriello, Environmental Planner, dated December 17, 2024, requesting the Board receive and file the RainSmart Rebates Pilot Program Update was presented. It was moved by Markham, supported by Woodward, to receive and file the RainSmart Rebates Pilot Program Update as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 6 for Rolls Mechanical for Construction of the HomeGuard Program in the amount of \$67,780.08 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 6 for Rolls Mechanical for Construction of the HomeGuard Program in the amount of \$67,780.08 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 5 for Pipeline Management Company for Construction of the 2024 GWK Sewer Cleaning and Inspection in the amount of \$153,423.82 with a reserve payment to the contractor in the amount of \$25,527.61 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 5 for Pipeline Management Company for Construction of the 2024 GWK Sewer Cleaning and Inspection in the amount of \$153,423.82 with a reserve payment to the contractor in the amount of \$25,527.61 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 5 for TSP Services, Inc. for Construction of the GWK Parking Lot and Green Infrastructure – Phase 1 for a reserve payment to the contractor in the amount of \$10,055.25 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 5 for TSP Services, Inc. for Construction of the GWK Parking Lot and Green Infrastructure – Phase 1 for a reserve payment to the contractor in the amount of \$10,055.25 as presented.

ADOPTED: Yeas - 3
Nays - 0

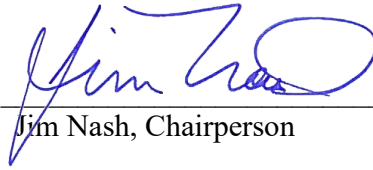
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$66,052.03 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$66,052.03.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

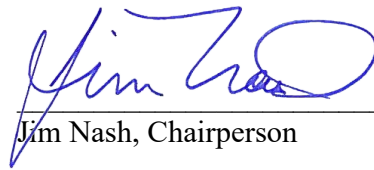
A handwritten signature in blue ink, appearing to read "Jim Nash", is positioned above a horizontal line. The signature is stylized with a large, circular flourish at the end.

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 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

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

FROM: Jeffrey Parrott, Supervisor, Right of Way

SUBJECT: Road Commission for Oakland County – John R. Road Improvement Project
Temporary Easement Request

DATE: January 28, 2025

The Road Commission for Oakland County is requesting temporary easements for an upcoming project to improve John R. Road and adjacent sidewalks within George W. Kuhn Drain property in the City of Madison Heights. Staff have no objection to the district granting temporary easements.

Attached are the proposed temporary easements and plans for your review.

Requested Action: Authorize the chairperson to sign documents necessary for the proposed construction within the temporary easements to accommodate the Road Commission for Oakland County.

TEMPORARY EASEMENT AGREEMENT

Parcel No. 2024-19
Project: John R Road
Dartmouth Road to 14
Mile Road

GEORGE W. KUHN DRAIN DRAINAGE DISTRICT ("Drainage District"), a Michigan Statutory Corporation, acting through the Drainage Board for the **GEORGE W. KUHN DRAIN** ("Drain") pursuant to Act No. 40 of the Public Acts of 1956 ("Drain Code"), as amended whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Waterford, Michigan 48328-1907, for and in consideration of the sum of **ONE DOLLAR (\$1.00)** receipt of which is hereby acknowledged, paid to them by the **BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND**, State of Michigan, a public body corporate, whose address is 31001 Lahser Road, Beverly Hills, Michigan 48025, **GRANTEE**. GRANTOR hereby grants to GRANTEE a Temporary Easement for use during the construction of John R Road, Dartmouth Road to 14 Mile Road, Project No. 56951 ("Project") in order to perform sidewalk grading (remove and reconstruct a section of sidewalk on the property) to comply with Americans with Disability Act, in accordance with the terms and conditions set forth herein:

RECITALS:

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

T1N, R11E, SEC 12 PART OF SW 1/4 BEG AT SW COR OF LOT 24 OF 'NORTH ACRES SUB', TH S 89-50-00 E 100 FT, TH S 00-06-00 W 60 FT, TH N 89-50-00 W 100 FT, TH N 00-06-00 E 60 FT TO BEG 0.14 A

Sidwell No. 25-12-303-002

and,

B. The GRANTEE desires to acquire from the GRANTOR certain rights to the Premises to construct the project.

IT IS THEREFORE AGREED:

1. **Grant of Temporary Easement.** GRANTOR hereby grants to GRANTEE a temporary easement for the project described as follows, and which shall terminate upon completion of the project and restoration of the Premises:

THE WEST 12 FT OF THE SOUTH 8 FT OF THE ABOVE DESCRIBED
PARCEL, SEE ATTACHED EXHIBIT "A".

2. **Purpose of the Easement.** The temporary easement granted herein shall be used only for the project and restoration of the Premises in accordance with the plans and specifications approved by the GRANTEE. The temporary easement may be used to move personnel and equipment and to store materials and equipment.

3. **General Conditions.**

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

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

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

d. To the extent permitted under Michigan Law, GRANTEE agrees to be responsible for any claims, liabilities or damages occurring as a result of the actions and activities of GRANTEE pursuant to this Temporary Easement Agreement, or the negligence of GRANTEE in exercising its rights hereunder. Provided, however, that GRANTEE shall not be responsible for any claims, liabilities or damages resulting from

the actions or activities of GRANTOR, or third parties outside of the control of GRANTEE, or caused by the negligence of GRANTOR or third parties outside of the control of GRANTEE. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or law, for claims arising out of the performance of this agreement.

e. Prior to GRANTEE or its contractor's entry onto the Premises to perform work associated with the project and subject to this Temporary Easement Agreement, GRANTEE shall provide its contractor's certificate of insurance naming GRANTOR as an additional named insured. Contractor's insurance policy shall remain in effect until completion of the project and GRANTOR acceptance of contractor's work associated with the project.

f. It is understood that this Temporary Easement Agreement and the rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect this easement.

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

h. A map of the above-described Temporary Easement Agreement is attached hereto and made a part thereof.

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

j. This Temporary Easement Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Temporary Easement

Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

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

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

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature this _____ day of _____ A.D., 2024.

GRANTOR:
GEORGE W. KUHN DRAINAGE DISTRICT,
a Michigan Statutory Corporation

By: _____
Jim Nash

Its: Chairperson

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, appeared **Jim Nash** to me personally known, who being by me severally duly sworn did say that he is the Chairperson of the **George W. Kuhn Drainage District**, a statutory corporation created and existing under the laws of the **State of Michigan**, and that the said Easement Agreement was signed and sealed in behalf of said statutory corporation by authority of its Drainage Board, and said Chairperson acknowledged the said instrument to be the free act and deed of said statutory corporation.

_____, Notary Public
_____ County, _____
My Commission Expires: _____
Acting in County of _____

(Grantee signatures on following page)

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature
this _____ day of _____ A.D., 2024.

GRANTEE:
BOARD OF COUNTY ROAD
COMMISSIONERS FOR THE COUNTY OF
OAKLAND, State of Michigan, a public body
corporate

By: _____
Dennis G. Kolar

Its: Managing Director

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

On this _____ day of _____ 2021, **Dennis G. Kolar**
executed the foregoing document before me and, being duly sworn, stated that he
is the **Managing Director of the Board of County Road Commissioners of the
County of Oakland, a Michigan municipal corporation**, and that he executed
the foregoing document on behalf of his free will with its full authority and as its
free act and deed.

_____, Notary Public
_____, County, _____
Acting in the County of _____
My Commission Expires: _____

This instrument drafted by:
Jason C. Benedict, Supervisor Right of Way
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025

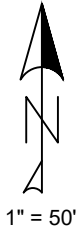
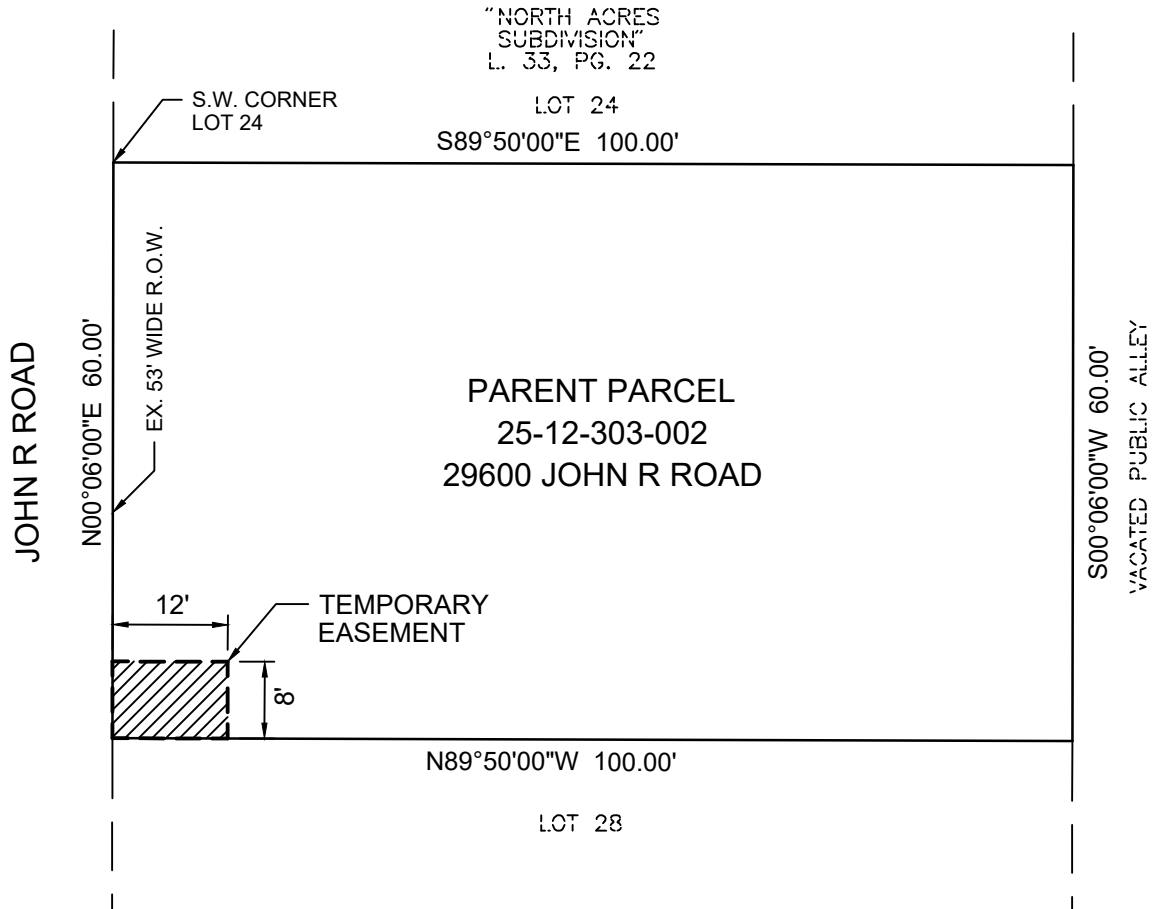
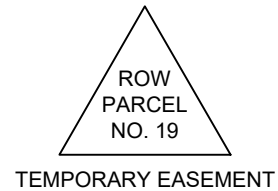


EXHIBIT A

25-12-303-002
29600 JOHN R ROAD



LAND AREAS (THIS IS FOR STATUTORY ROW PLUS ESMT.)	
PARCEL	= 6,000 SFT
TEMPORARY EASEMENT	= 96 SFT

BEARINGS BASED ON CITY OF MADISON HEIGHTS
TAX I.D. 25-12-303-002

TEMPORARY EASEMENT -



RIGHT OF WAY DIVISION
PHONE: 877-858-4804 WEB: WWW.RCOCWEB.ORG

JOHN R ROAD
RED RUN DRAIN TO 14 MILE ROAD

SECTION 12, T.1N., R.11.,
CITY OF MADISON HEIGHTS,
OAKLAND COUNTY, MICHIGAN

DATE: 7-03-2024

PROJECT
NUMBER: 56951

DRAWN BY: KAL

SHEET: 1 OF 1



Right of Way Division
31001 Lahser Road
Beverly Hills, MI 48025
(248) 645-2000

**DONATION
(TEMPORARY EASEMENT)
to LOCAL PUBLIC AGENCY**

This information is required by the LPA in order for a property owner to donate property

PROPERTY OWNER(S) GEORGE W. KUHN DRAIN DRAINAGE DISTRICT, a Michigan Statutory Corporation		
PROPERTY COMMONLY KNOWN AS 29600 John R Road		PROPERTY TAX ID NO. 25-12-303-002
LOCATION Madison Heights	STATE MI	ZIP CODE 48071
PROPERTY OWNER(S) MAILING ADDRESS One Public Works Drive, Bldg. 95 West		
CITY/TWP. Waterford	STATE MI	ZIP CODE 48328

Right(s) to be acquired: ☐ Fee (Total Take)
☐ Fee (Partial Take)
☐ Easement (Highway)
☒ Easement (Temporary)

Just compensation determined by: ☒ Market Study and/or Valuation Analysis
☐ Appraisal by 3rd Party

Just Compensation: **\$56.00**

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I fully understand that I have the right to receive just compensation for the subject property.
- I have been informed and fully understand that I have the right to an appraisal and the right to accompany the appraiser during an inspection of the subject property.
- I have been informed and fully understand that by signing this document, I am agreeing to donate the subject property in lieu of just compensation.
- I agree to donate said property and waive just compensation and release the Road Commission for Oakland County (RCOC) from the obligation to pay for the just compensation for the property.
- The decision to donate the subject property was made without undue influences or coercive action of any nature.
- I will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Road Commission for Oakland County (RCOC).

Signature page to follow.



Right of Way Division
31001 Lahser Road
Beverly Hills, MI 48025
(248) 645-2000

The undersigned hereby agrees to the terms and provisions herein as of this ____ day of _____, 2024.

GRANTOR:

GEORGE W. KUHN DRAINAGE
DISTRICT, a Michigan Statutory
Corporation

By: _____
Jim Nash

Its: Chairperson

Recommended by: _____ Date: _____
Jason C. Benedict
Road Commission for Oakland County
Supervisor Right of Way

Drafted by:

Jason C. Benedict
31001 Lahser Road
Beverly Hills, MI 48025

Project: **John R Road – Dartmouth Road to 14 Mile Road**

Project No.: **56951**

Parcel No.: **19**

(Part of) Tax Parcel No.: **25-12-303-002**



Compensation Summary Statement

Project Name: John R Road – Dartmouth Road to 14 Mile Road

Project Number: 56951

Parcel: 19

Sidwell: 25-12-303-002

Property Ownership

Property Location

George W. Kuhn Drain Drainage District

29600 John R Road

Madison Heights, MI

Improvements

Zoning

None Affected

Preservation/Recreation

Total Area (S.F.)

6,000

Total Area (Acre)

0.14

Net Area of Temporary Easement (S.F.)

96

Reason for Acquisition or Easement

Road Improvement

Method for Market Study

Value of easement based on Market

Study performed by Carl Bradley,

Certified General Appraiser

Value Determination

Unit Value Estimate (S.F.)

\$5.86

Net Area of Temporary Easement (S.F.)

96

Unit Factor (Time)

1 Year Lease

0.10

Estimate of Temporary Easement Value

\$56

ESTIMATE OF JUST COMPENSATION

\$56

Market Study Prepared By:

Carl Bradley, Certified General Appraiser - License No. 1205073392

Date: 4/26/2024

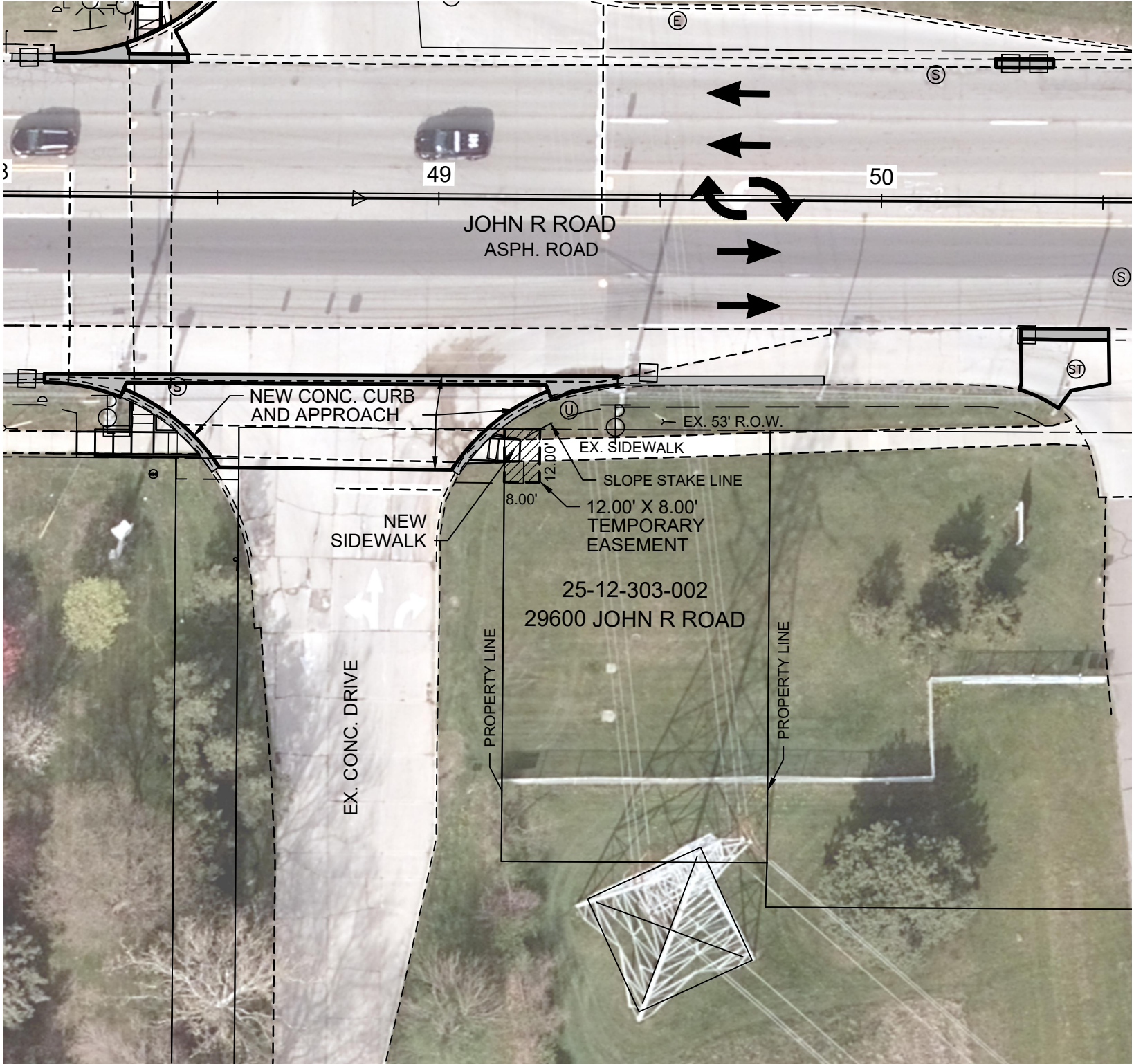
Compensation Summary Statement Prepared By:

Carl Bradley, Certified General Appraiser - License No. 1205073392

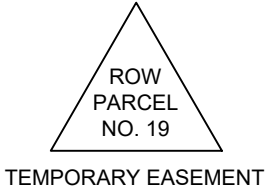
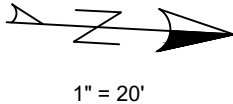
Date: 7/8/2024

GIS ROW DIVISION FOLDER\4-ROW PROJECTS & TRAFFIC SAFETY PROJECTS\56951 - JOHN R ROAD - RED RUN DRAIN TO 14 MILE ROAD\CAD\56951 - JOHN R ROAD EASEMENT EXHIBITS Jul. 5, 24 - 9:38 AM

AERIAL PARCEL SKETCH
PARCEL 25-12-303-002

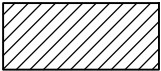


Know what's below.
Call before you dig.



LAND AREAS (THIS IS FOR STATUTORY ROW PLUS ESMT.)	
PARCEL	= 6,000 SFT
TEMPORARY EASEMENT	= 96 SFT

TEMPORARY EASEMENT -



ROAD COMMISSION
for OAKLAND COUNTY
BEVERLY HILLS, MICHIGAN
PHONE: 877-858-4804 WEB: WWW.RCOCWEB.ORG

PROJECT NO. 56951
DATE 7-05-2024

PARCEL 19
JOHN R ROAD RED RUN DRAIN TO 14 MILE ROAD

DESIGN PHASE DESIGN PHASE
SHEET NO. 1 OF 1

TEMPORARY EASEMENT AGREEMENT

Parcel No. 2024-18
Project: John R Road
Dartmouth Road to 14
Mile Road

GEORGE W. KUHN DRAIN DRAINAGE DISTRICT ("Drainage District"), a Michigan Statutory Corporation, acting through the Drainage Board for the **GEORGE W. KUHN DRAIN** ("Drain") pursuant to Act No. 40 of the Public Acts of 1956 ("Drain Code"), as amended whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Waterford, Michigan 48328-1907, for and in consideration of the sum of **ONE DOLLAR (\$1.00)** receipt of which is hereby acknowledged, paid to them by the **BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND**, State of Michigan, a public body corporate, whose address is 31001 Lahser Road, Beverly Hills, Michigan 48025, **GRANTEE**. GRANTOR hereby grants to GRANTEE a Temporary Easement for use during the construction of John R Road, Dartmouth Road to 14 Mile Road, Project No. 56951 ("Project") in order to perform driveway grading (reconstruction of the driveway approach on the property), in accordance with the terms and conditions set forth herein:

RECITALS:

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

T1N, R11E, SEC 12 NORTH ACRES SUB LOTS 28 TO 32 INCL, ALSO ALL OF VAC ALLEY ADJ TO LOT 31 EXC W 1/2 OF NORTH 120 FT, ALSO ALL OF VAC GROVELAND ST LYING BETWEEN LOTS 31 & 32, ALSO S 1/2 VAC PARKDALE AVE ADJ TO ABOVE DESC PARCEL.

Sidwell No. 25-12-303-003

and,

B. The GRANTEE desires to acquire from the GRANTOR certain rights to the Premises to construct the project.

IT IS THEREFORE AGREED:

1. **Grant of Temporary Easement.** GRANTOR hereby grants to GRANTEE a temporary easement for the project described as follows, and which shall terminate upon completion of the project and restoration of the Premises:

THE WEST 12 FT OF THE ABOVE DESCRIBED PARCEL, SEE ATTACHED EXHIBIT "A".

2. **Purpose of the Easement.** The temporary easement granted herein shall be used only for the project and restoration of the Premises in accordance with the plans and specifications approved by the GRANTEE. The temporary easement may be used to move personnel and equipment and to store materials and equipment.

3. **General Conditions.**

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

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

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

d. To the extent permitted under Michigan Law, GRANTEE agrees to be responsible for any claims, liabilities or damages occurring as a result of the actions and activities of GRANTEE pursuant to this Temporary Easement Agreement, or the negligence of GRANTEE in exercising its rights hereunder. Provided, however, that GRANTEE shall not be responsible for any claims, liabilities or damages resulting from

the actions or activities of GRANTOR, or third parties outside of the control of GRANTEE, or caused by the negligence of GRANTOR or third parties outside of the control of GRANTEE. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or law, for claims arising out of the performance of this agreement.

e. Prior to GRANTEE or its contractor's entry onto the Premises to perform work associated with the project and subject to this Temporary Easement Agreement, GRANTEE shall provide its contractor's certificate of insurance naming GRANTOR as an additional named insured. Contractor's insurance policy shall remain in effect until completion of the project and GRANTOR acceptance of contractor's work associated with the project.

f. It is understood that this Temporary Easement Agreement and the rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect this easement.

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

h. A map of the above-described Temporary Easement Agreement is attached hereto and made a part thereof.

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

j. This Temporary Easement Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Temporary Easement

Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

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

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

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature this _____ day of _____ A.D., 2024.

GRANTOR:
GEORGE W. KUHN DRAINAGE DISTRICT,
a Michigan Statutory Corporation

By: _____
Jim Nash

Its: Chairperson

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County, appeared **Jim Nash** to me personally known, who being by me severally duly sworn did say that he is the Chairperson of the **George W. Kuhn Drainage District**, a statutory corporation created and existing under the laws of the **State of Michigan**, and that the said Easement Agreement was signed and sealed in behalf of said statutory corporation by authority if its Drainage Board, and said Chairperson acknowledged the said instrument to be the free act and deed of said statutory corporation.

_____, Notary Public
_____ County, _____
My Commission Expires: _____
Acting in County of _____

(Grantee signatures on following page)

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature
this _____ day of _____ A.D., 2024.

GRANTEE:
BOARD OF COUNTY ROAD
COMMISSIONERS FOR THE COUNTY OF
OAKLAND, State of Michigan, a public body
corporate

By: _____
Dennis G. Kolar

Its: Managing Director

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS:
COUNTY OF OAKLAND)

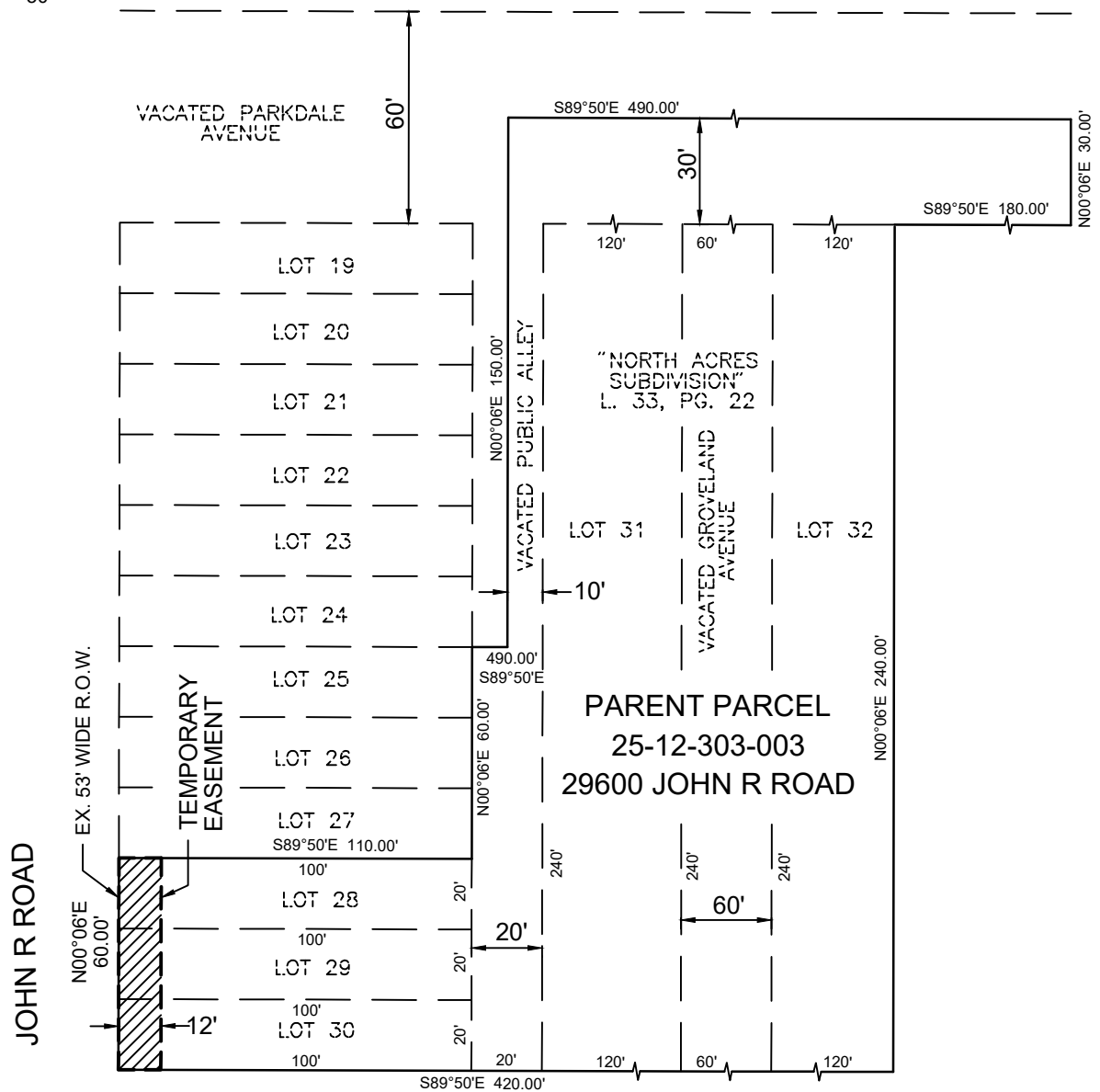
On this _____ day of _____ 2021, **Dennis G. Kolar**
executed the foregoing document before me and, being duly sworn, stated that he
is the **Managing Director of the Board of County Road Commissioners of the
County of Oakland**, State of Michigan, a public body corporate, and that he
executed the foregoing document on behalf of his free will with its full authority
and as its free act and deed.

_____, Notary Public
_____, County, _____
Acting in the County of _____
My Commission Expires: _____

This instrument drafted by:
Jason C. Benedict, Supervisor Right of Way
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025



25-12-303-003
29600 JOHN R ROAD



LAND AREAS (THIS IS FOR STATUTORY ROW PLUS ESMT.)	
PARCEL	= 38,277 SFT
TEMPORARY EASEMENT	= 720 SFT

BEARINGS BASED ON CITY OF MADISON HEIGHTS
TAX I.D. 25-12-303-003

TEMPORARY EASEMENT -

**ROAD COMMISSION**
for OAKLAND COUNTY

PHONE:877-858-4804 WEB:WWW.RCOCWEB.ORG

SECTION 12, T.1N., R.11.,
CITY OF MADISON HEIGHTS,
OAKLAND COUNTY, MICHIGAN

SHEET: 1 OF 1



Right of Way Division
31001 Lahser Road
Beverly Hills, MI 48025
(248) 645-2000

**DONATION
(TEMPORARY EASEMENT)
to LOCAL PUBLIC AGENCY**

This information is required by the LPA in order for a property owner to donate property

PROPERTY OWNER(S) GEORGE W. KUHN DRAIN DRAINAGE DISTRICT, a Michigan Statutory Corporation		
PROPERTY COMMONLY KNOWN AS 29600 John R Road		PROPERTY TAX ID NO. 25-12-303-003
LOCATION Madison Heights	STATE MI	ZIP CODE 48071
PROPERTY OWNER(S) MAILING ADDRESS One Public Works Drive, Bldg. 95 West		
CITY/TWP. Waterford	STATE MI	ZIP CODE 48328

Right(s) to be acquired: ☐ Fee (Total Take)
☐ Fee (Partial Take)
☐ Easement (Highway)
☒ Easement (Temporary)

Just compensation determined by: ☒ Market Study and/or Valuation Analysis
☐ Appraisal by 3rd Party

Just Compensation: **\$422.00**

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I fully understand that I have the right to receive just compensation for the subject property.
- I have been informed and fully understand that I have the right to an appraisal and the right to accompany the appraiser during an inspection of the subject property.
- I have been informed and fully understand that by signing this document, I am agreeing to donate the subject property in lieu of just compensation.
- I agree to donate said property and waive just compensation and release the Road Commission for Oakland County (RCOC) from the obligation to pay for the just compensation for the property.
- The decision to donate the subject property was made without undue influences or coercive action of any nature.
- I will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Road Commission for Oakland County (RCOC).

Signature page to follow.



Right of Way Division
31001 Lahser Road
Beverly Hills, MI 48025
(248) 645-2000

The undersigned hereby agrees to the terms and provisions herein as of this ____ day of _____, 2024.

GRANTOR:

GEORGE W. KUHN DRAINAGE
DISTRICT, a Michigan Statutory
Corporation

By: _____
Jim Nash

Its: Chairperson

Recommended by: _____ Date: _____
Jason C. Benedict
Road Commission for Oakland County
Supervisor Right of Way

Drafted by:

Jason C. Benedict
31001 Lahser Road
Beverly Hills, MI 48025

Project: **John R Road – Dartmouth Road to 14 Mile Road**

Project No.: **56951**

Parcel No.: **18**

(Part of) Tax Parcel No.: **25-12-303-003**



Compensation Summary Statement

Project Name: John R Road – Dartmouth Road to 14 Mile Road

Project Number: 56951

Parcel: 18

Sidwell: 25-12-303-003

Property Ownership	George W. Kuhn Drain Drainage District
Property Location	29600 John R Road Madison Heights, MI
Improvements	None Affected
Zoning	Preservation/Recreation
Total Area (S.F.)	38,277
Total Area (Acre)	0.88
Net Area of Temporary Easement (S.F.)	720
Reason for Acquisition or Easement	Road Improvement
Method for Market Study	Value of easement based on Market Study performed by Carl Bradley, Certified General Appraiser

Value Determination

Unit Value Estimate (S.F.)		\$5.86
Net Area of Temporary Easement (S.F.)		720
Unit Factor (Time)	1 Year Lease	0.10
Estimate of Temporary Easement Value		\$422
ESTIMATE OF JUST COMPENSATION		\$422

Market Study Prepared By:

Carl Bradley, Certified General Appraiser - License No. 1205073392

Date: 4/26/2024

Compensation Summary Statement Prepared By:

Carl Bradley, Certified General Appraiser - License No. 1205073392

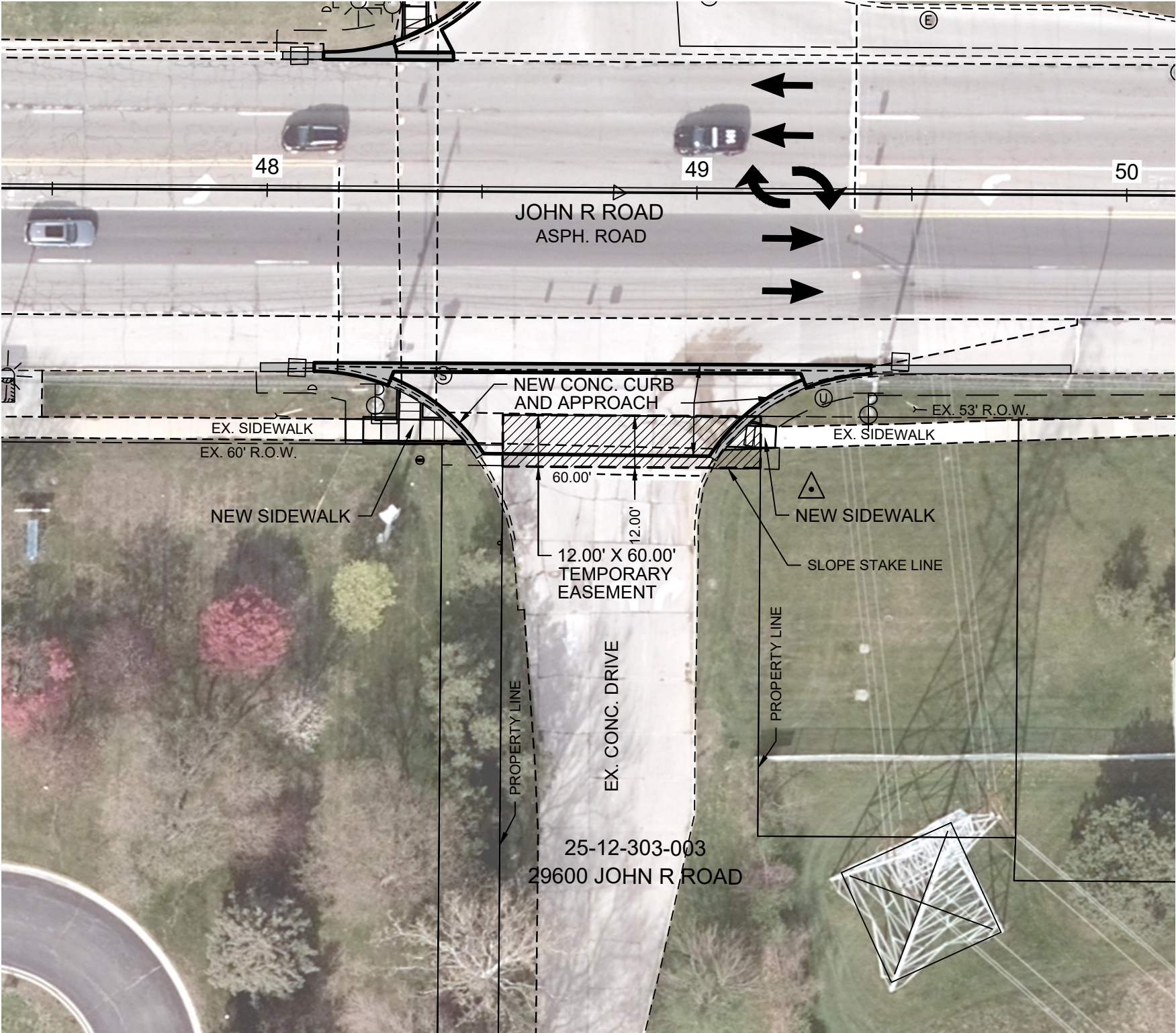
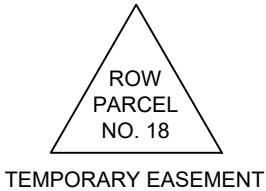
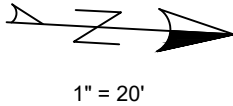
Date: 7/8/2024

GIROW DIVISION FOLDER4 ROW PROJECTS & TRAFFIC SAFETY PROJECTS\56951 - JOHN R ROAD - RED RUN DRAIN TO 14 MILE ROAD\CAD\56951 - JOHN R ROAD EASEMENT EXHIBITS Jul. 3, 24 - 1:58 PM

AERIAL PARCEL SKETCH
PARCEL 25-12-303-003

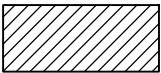


Know what's below.
Call before you dig.



LAND AREAS (THIS IS FOR STATUTORY ROW PLUS ESMT.)	
PARCEL	= 38,277 SFT
TEMPORARY EASEMENT	= 720 SFT

TEMPORARY EASEMENT -



ROAD COMMISSION
for OAKLAND COUNTY
BEVERLY HILLS, MICHIGAN
PHONE: 877-858-4804 WEB: WWW.RCOCWEB.ORG

PROJECT NO. 56951
DATE 7-03-2024

PARCEL 18
JOHN R ROAD DARTMOUTH ST. TO 14 MILE ROAD

DESIGN PHASE DESIGN PHASE
SHEET NO. 1 OF 1

Project: John R Road – Dartmouth Road
Project No.: 56951
Parcel No.: 18
(Part of) Tax Parcel No.: 25-12-303-003

This letter documents our approval for temporary occupancy of parcel 25-12-303-003 of the Red Oaks Park Golf Course as required under Section 4(f) of the U.S. Department of Transportation Act of 1966.

Parcel 25-12-303-003 is owned by the George W. Kuhn Drain Drainage District and contains part of Oakland County's Red Oaks Golf Course. Red Oaks Park is a recipient of the Michigan Natural Resources Trust Fund grant and thus gives jurisdiction of the park to the Michigan Department of Natural Resources (DNR). The jurisdiction of the DNR is related to land conversions. RCOC proposed a temporary easement of the southwest corner of the parcel and was approved by the DNR. This approval is attached for your review and records.

We agree with RCOC's assessment that the proposed project is limited to temporary impacts on the park property. There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis. All impacts are adjacent to the road along the southwest corner of the parcel. Additionally, we do not anticipate impacts to the park's existing aesthetic values.

The impacts include:

- Acquiring a Temporary Easement for grading purposes for the southwest corner of Parcel 25-12-303-003.

We agree with the positive effects this project will have on the park and the steps that RCOC has taken to minimize impacts on the park, including the following:

- Vegetation will be restored to meet existing conditions or better.
- The duration of impacts will be less than those of the entire project.
- There will be no change in ownership of the park or any of its land.
- There are no temporary or permanent adverse changes to the activities, features, or attributes of the park property.
- The land will be restored to a condition at least as good as prior to the proposed changes.

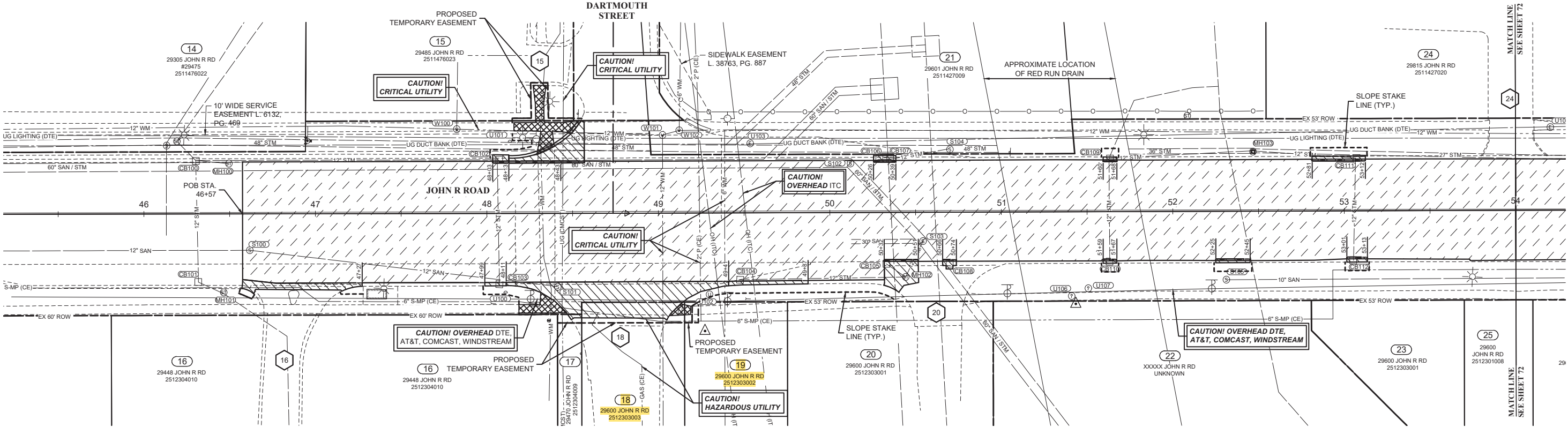
We agree with the proposed road project and the need to temporarily use a minor amount of park land. The proposed project will not alter Red Oaks Park, nor will it impair or diminish the integrity of the property, now or in the future.

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature this _____
day of _____ A.D., 2024.

GEORGE W. KUHN DRAINAGE DISTRICT,
a Michigan Statutory Corporation

By: _____
Jim Nash

Its: Chairperson



STRUCTURE ADJUSTMENTS - THIS SHEET ONLY							
STR. NUMBER	STA.	OFFSET	EX RIM ELEV	PROP RIM ELEV	UTILITY TYPE	OWNER	STRUCTURE COVER TO BE TEMPORARILY LOWERED. (SEE NOTE 2)
S100	46+62	21' R	-	-	SAN	OCWRC	X
S101	48+41	42.8' R	629.42'	-	SAN	MADISON HEIGHTS	X
U103	49+54	40.1' L	629.62'	-	ELEC	DTE	PROTECT, NO ADJUSTMENT
S102	50+12	28.8' L	629.32'	-	SAN	OCWRC	X
S103	50+54	16.8' R	-	-	SAN	OCWRC	X
<div>NOTES</div> <div>1. SURVEY INFORMATION IS NOT AVAILABLE FOR ALL AREAS OF THIS PROJECT. WHERE NO EXISTING OR PROPOSED RIM ELEVATION IS GIVING, THE CONTRACTOR IS TO MATCH THE EXISTING RIM ELEVATION UNLESS OTHERWISE DIRECTED BY ENGINEER TO ENSURE POSITIVE DRAINAGE.</div> <div>2. THE TEMPORARY LOWERING OF THIS STRUCTURE COVER IS INCLUDED IN THE PAY ITEMS PUBLIC UTILITY STRUCTURE COVER ADJ, CASE 1, RCOC (EA), OR DR STRUCTURE COVER ADJ, CASE 1, RCOC (EA) LOCATED ON THE CONSTRUCTION PLAN SHEETS.</div>							

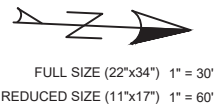
MAINLINE QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
COLD MILLING PAVT	5311	SYD
HMA SURFACE, REM	11	SYD
PAVT, REM	47	SYD
EXCAVATION, EARTH, RCOC	105	SYD

SIDEWALK / ADA / BIS STOP QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
SIDEWALK, REM	71	SYD
EXCAVATION, EARTH, RCOC	135	SYD

SIDESTREETS/DRIVEWAYS WITH WORK - THIS SHEET ONLY							
DRIVEWAY/ STREET NAME	STATION	SIDESTREET / DRIVEWAY DETAIL	HMA SURFACE, REM	PAVT, REM	EXCAVATION, EARTH, RCOC	DRIVEWAY MAINTENANCE, COMMERCIAL	INTERSECTION MAINTENANCE
			SYD	SYD	SYD	EA	EA
16	46+89 R	7	-	32	37	1	-
DARTMOUTH STREET (WEST)	48+72 L	3	5	47	63	-	1
18	48+78 R	5	-	198	228	1	-
20	50+64 R	6 / 7	3	39	43	1	-
TOTAL			8	316	371	3	1

- NOTES
- AT CURB REPAIR LOCATIONS, SEE CONSTRUCTION SHEETS FOR DETAIL INFORMATION.
 - FOR CLARITY SESC MEASURES ARE NOT SHOWN ON THIS SHEET. SEE SESC SHEETS FOR LOCATIONS AND QUANTITIES.
 - UTILITIES LABELED AS PROPOSED OR ABANDONED ARE SHOWN IN LOCATIONS AGREED UPON WITH UTILITY COMPANIES AND MUNICIPALITIES AT THE TIME OF PLAN SET SUBMITTAL. CONTRACTOR IS TO VERIFY UTILITIES ARE INSTALLED OR ABANDONED AS SHOWN.

-
- COLD MILLING PAVT (SYD), SEE TYPICAL SECTION OR DETAIL
-
- PAVT, REM (SYD), SEE TYPICAL SECTION OR DETAIL
-
- HMA SURFACE, REM (SYD), SEE TYPICAL SECTION OR DETAIL
-
- SIDEWALK, REM (SYD)
-
- CURB AND GUTTER, REM (FT), OR CURB, REM (FT)

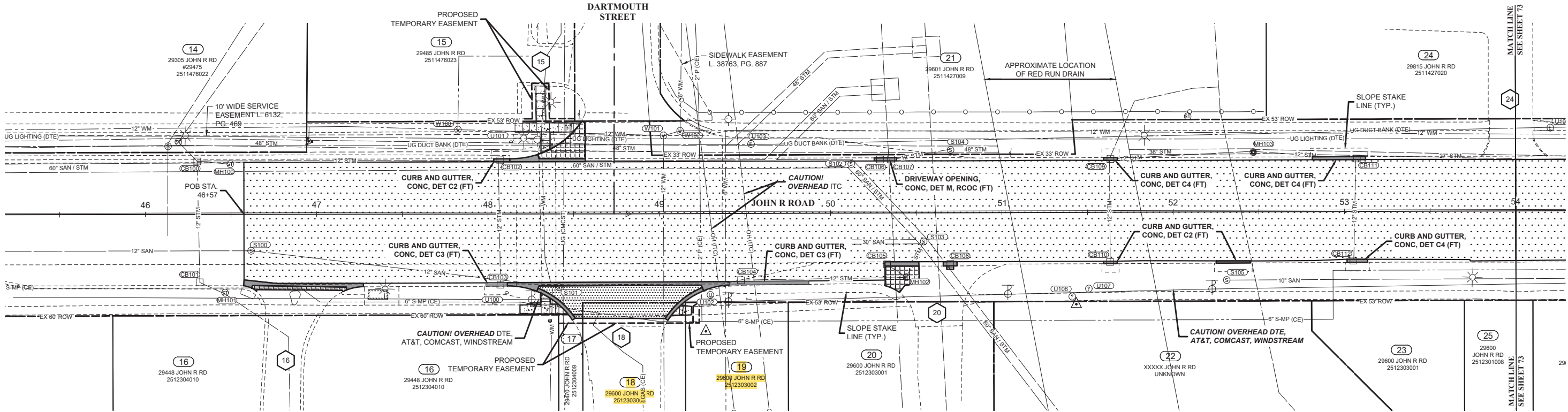


ROAD COMMISSION
for OAKLAND COUNTY
BEVERLY HILLS, MICHIGAN
PHONE: 877-658-4804 WEB: WWW.RCOWEB.ORG

PROJECT NO.	56951
DATE	07/25/2024

REMOVAL 1 - POB TO STA. 54+00
JOHN R ROAD
DARTMOUTH ROAD TO 14 MILE ROAD

DESIGN PHASE	G.I SUBMITTAL
SHEET NO.	70 OF 138



SIDESTREETS/DRIVEWAYS WITH WORK - THIS SHEET ONLY								
DRIVEWAY/ STREET NAME	STATION	SIDESTREET / DRIVEWAY DETAIL	CURB AND GUTTER, CONC, DET C2	DRIVEWAY OPENING, CONC, DET M, RCOC	AGGREGATE BASE, 8 INCH, 21AA, RCOC	HMA APPROACH (COMMERCIAL)	CONC PAVT WITH INTEGRAL CURB, MISC, NONREINF, 8 INCH	JOINT, CONTRACTION, CRG
			FT	FT	SYD	TON	SYD	EA
16	46+89 R	7	-	70	36	-	-	-
DARTMOUTH STREET (WEST)	48+72 L	3	-	45	55	75	33	11
18	48+78 R	5	46	130	212	-	28	53
20	50+64 R	6 / 7	-	28	40	-	-	22
TOTAL			46	273	343	75	61	98

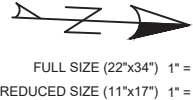
STRUCTURE ADJUSTMENTS - THIS SHEET ONLY										
STR. NUMBER	STA.	OFFSET	EX RIM ELEV	PROP RIM ELEV	UTILITY TYPE	OWNER	PUBLIC UTILITY STRUCTURE COVER, ADJ, CASE 1, RCOC	DR STRUCTURE COVER, ADJ, CASE 1	DR STRUCTURE COVER, TYPE K	PUBLIC UTILITY STRUCTURE, ADJ, ADD DEPTH
							EA	EA	EA	FT
S100	46+62	21' R	-	-	SAN	OCWRC	1	-	-	2
CB102	48+07	31' L	629.87'	-	STORM	RCOC	-	1	-	2
CB103	48+07	41.5' R	629.45'	-	STORM	RCOC	-	1	-	2
S101	48+41	42.8' R	629.42'	-	SAN	MADISON HEIGHTS	1	-	-	2
CB104	49+47	38.8' R	628.78'	-	STORM	RCOC	-	1	-	2
U103	49+54	40.1' L	629.62'	-	ELEC	DTE	PROTECT, NO ADJUSTMENT			
S102	50+12	28.8' L	629.32'	-	SAN	OCWRC	1	-	-	2
CB106	50+29	31' L	628.97'	-	STORM	RCOC	-	1	-	2
CB105	50+33	30' R	-	-	STORM	RCOC	-	1	-	2
CB107	50+35	31' L	629.02'	-	STORM	RCOC	-	1	-	2
MH102	50+44	37.8' R	-	-	STORM	RCOC	-	1	-	2
S103	50+54	16.8' R	-	-	SAN	OCWRC	1	-	-	2
CB108	50+70	29.9' R	-	-	STORM	RCOC	-	1	-	2
CB109	51+63	31' L	-	-	STORM	RCOC	-	1	-	2
CB110	51+63	29' R	-	-	STORM	RCOC	-	1	-	2
MH103	52+48.59	33.75' L	-	-	STORM	MADISON HEIGHTS	-	1	1	2
CB111	53+07	31' L	-	-	STORM	RCOC	-	1	-	2
CB112	53+05	28.8' R	-	-	STORM	RCOC	-	1	-	2
TOTAL - THIS SHEET							4	13	1	26
NOTES 1. SURVEY INFORMATION IS NOT AVAILABLE FOR ALL AREAS OF THIS PROJECT. WHERE NO EXISTING OR PROPOSED RIM ELEVATION IS GIVING, THE CONTRACTOR IS TO MATCH THE EXISTING RIM ELEVATION.										

MAINLINE QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
HMA, 5EMH	880	TON
AGGREGATE BASE, 8 INCH, 21AA, RCOC	69	SYD
DRIVEWAY OPENING, CONC, DET M, RCOC	13	FT
CURB AND GUTTER, CONC DET C2	38	FT
CURB AND GUTTER, CONC DET C3	58	FT
CURB AND GUTTER, CONC DET C4	64	FT
CONC BASE CSE, NONREINF, 6 INCH	10	SYD
LANE TIE, EPOXY ANCHORED	30	EA

SIDEWALK / ADA / BUS STOP QUANTITIES - THIS SHEET ONLY		
PAY ITEM	QTY	UNIT
CURB RAMP OPENING, CONC	20	FT
CURB RAMP, CONC, 6 INCH	326	SFT
SIDEWALK, CONC, 4 INCH	310	SFT
DETECTABLE WARNING SURFACE, RCOC	20	FT
AGGREGATE BASE, 4 INCH, 21AA, RCOC	73	SYD

- NOTES
- FOR CLARITY SESC MEASURES ARE NOT SHOWN ON THIS SHEET. SEE SESC SHEETS FOR LOCATIONS AND QUANTITIES.
 - SEE DETAIL SHEET 12 FOR CURB AND GUTTER REPAIR DETAILS.

- PROPOSED 3" HMA MILL AND OVERLAY. SEE TYPICAL SECTION OR NOTED DETAIL
- PROPOSED HMA PAVEMENT FULL DEPTH RECONSTRUCT, SEE TYPICAL SECTION OR DETAIL
- PROPOSED CONCRETE BUS STOP, OR SIDEWALK, SEE DETAILS FOR TYPES AND PAY ITEMS
- PROPOSED CONCRETE PAVEMENT. SEE TYPICAL SECTION OR DETAIL
- PROPOSED CURB TO BE REPLACED



ROAD COMMISSION
for OAKLAND COUNTY
BEVERLY HILLS, MICHIGAN
PHONE: 977-658-4804 WEB: WWW.RCOCWEB.ORG

PROJECT NO.
56951
DATE
07/25/2024

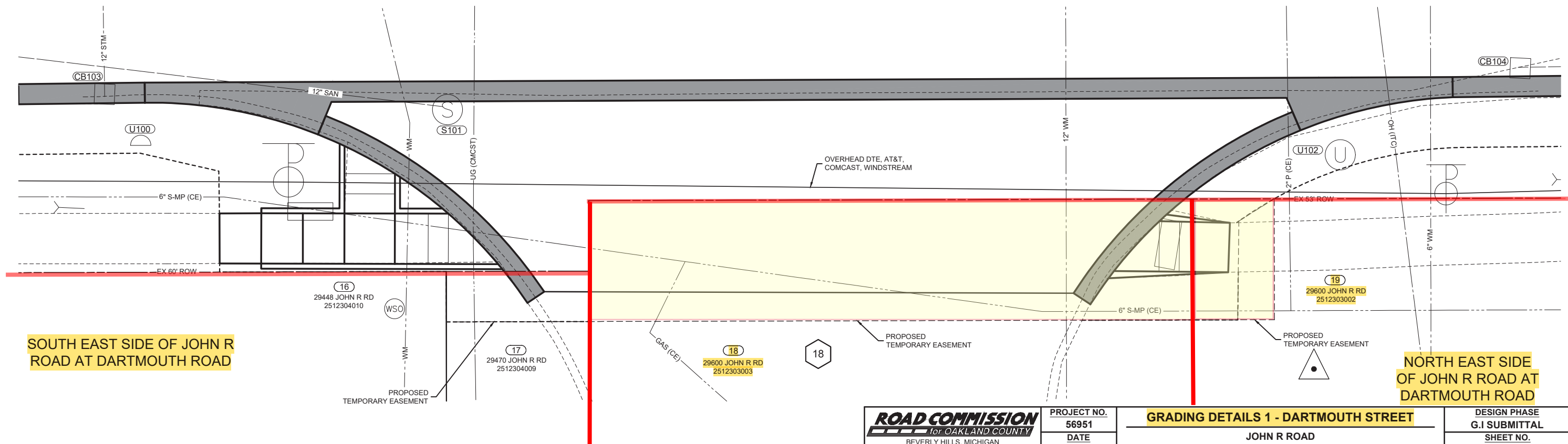
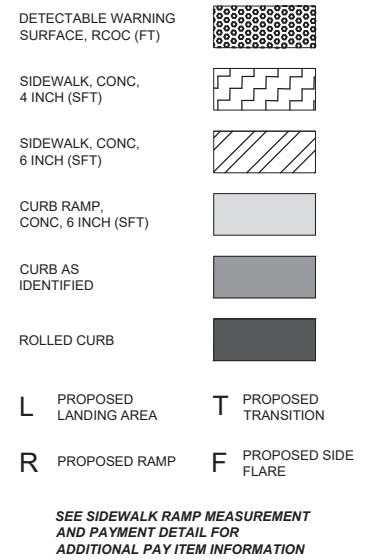
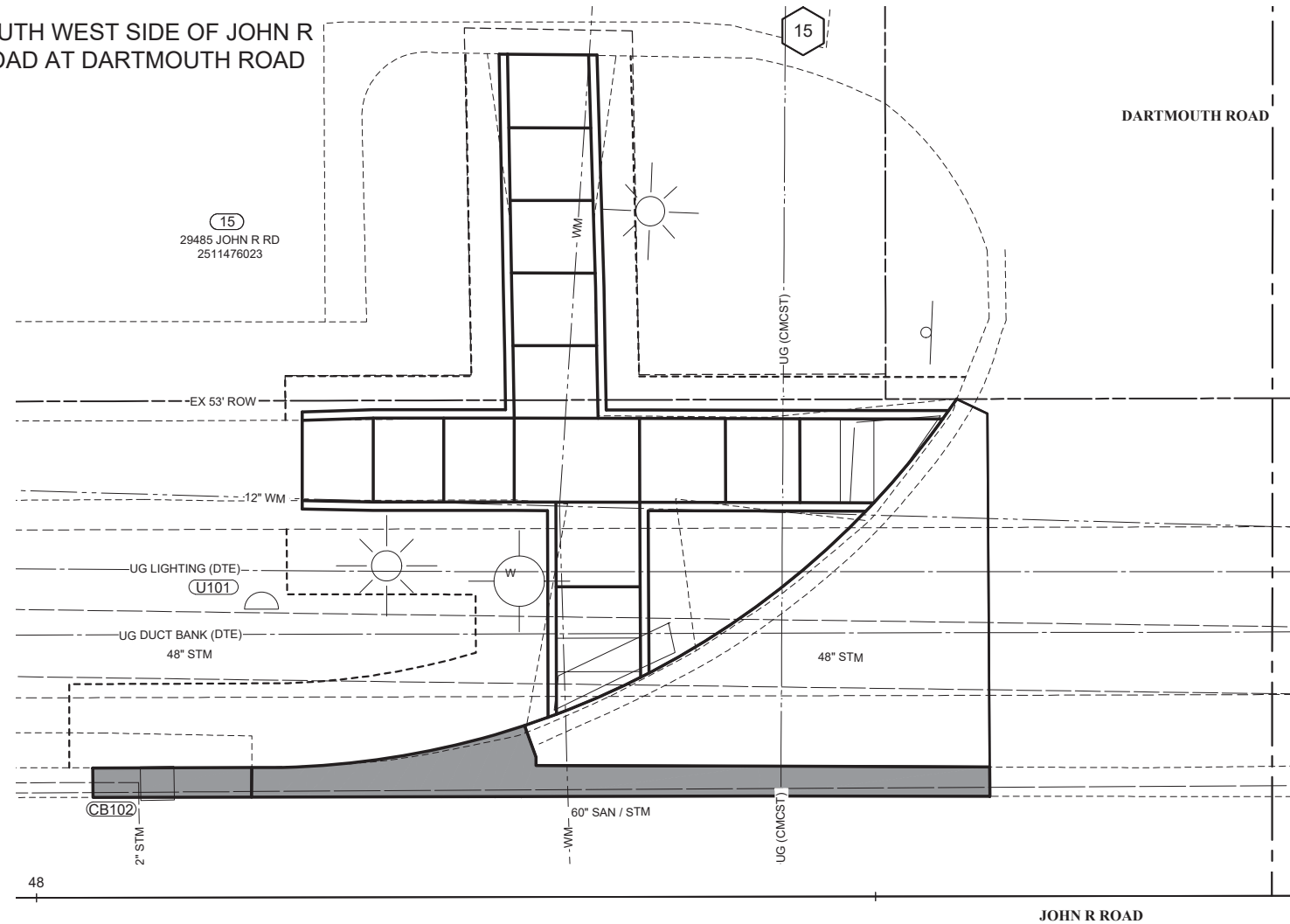
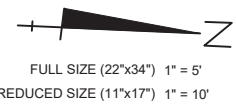
CONSTRUCTION 1 - POB TO STA. 54+00
JOHN R ROAD
DARTMOUTH ROAD TO 14 MILE ROAD

DESIGN PHASE
G.I SUBMITTAL
SHEET NO.
71 OF 138

TYPICAL CROSS SECTION B

46+57 POB

54+00



CHANGE ORDER**CHANGE ORDER NO. 2**

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

Authorization for Extras To & Changes In Contract

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

Account No. : 730373
Program No. : 14962
Project Activity : FAC

Contractor :
Doetsch Environmental Services
21221 Mullin Ave
Warren, MI 48089

Contract No. : 10563
Date of Contract: October 23, 2023
Completion Date: August 23, 2024

Auth No.	Location-Description-Reason	Unit Used	Est Qty	Unit Price	Amount Increase	Amount Decrease
A	LOCATION: Drains as Noted		-			
	<u>DESCRIPTION</u>					
	CHANGE - ADD/DELETE					
	Baldwin Drain					
A-1	Permit Allowance (Bid Item #3)	DLR	(1)	\$250.00	-	(\$250.00)
A-2	Clean and Televis, PACP Reporting, 12" Combined Sewer (Bid Item #4)	LFT	(30)	\$2.00	-	(\$60.00)
A-3	Clean and Televis, PACP Reporting, 24" Combined Sewer (Bid Item #5)	LFT	(101)	\$2.00	-	(\$202.00)
A-4	Clean and Televis, PACP Reporting, 30" Combined Sewer (Bid Item #6)	LFT	(30)	\$2.00	-	(\$60.00)
A-5	Clean and Televis, PACP Reporting, 36" Combined Sewer (Bid Item #7)	LFT	(146)	\$2.00	-	(\$292.00)
A-6	Clean and Televis, PACP Reporting, 48" Combined Sewer (Bid Item #8)	LFT	141	\$2.00	\$282.00	-
A-7	Clean and Televis, PACP Reporting, 54" Combined Sewer (Bid Item #9)	LFT	(42)	\$5.75	-	(\$241.50)
A-8	Clean and Televis, PACP Reporting, 60" Combined Sewer (Bid Item #10)	LFT	(114)	\$4.25	-	(\$484.50)
A-9	Clean and Televis, PACP Reporting, 72" Combined Sewer (Bid Item #11)	LFT	(5)	\$4.25	-	(\$21.25)
A-10	Clean and Televis, PACP Reporting, 78" Combined Sewer (Bid Item #12)	LFT	(90)	\$4.25	-	(\$382.50)
A-11	Clean and Televis, PACP Reporting, 84" Combined Sewer (Bid Item #13)	LFT	4	\$4.25	\$17.00	-
A-12	Clean and Televis, PACP Reporting, 90" Combined Sewer (Bid Item #14)	LFT	(33)	\$4.25	-	(\$140.25)
A-13	Locate and Expose Manhole, As Required (Bid Item #15)	EA	(7)	\$1,500.00	-	(\$10,500.00)
	Campbell / Red Run Improvements Drain					
A-14	Permit Allowance (Bid Item #20)	DLR	(1)	\$500.00	-	(\$500.00)
A-15	Clean and Televis, PACP Reporting, 12" Combined Sewer (Bid Item #21)	LFT	(73)	\$2.00	-	(\$146.00)
A-16	Clean and Televis, PACP Reporting, 24" Combined Sewer (Bid Item #22)	LFT	(15)	\$2.00	-	(\$30.00)
A-17	Clean and Televis, PACP Reporting, 30" Combined Sewer (Bid Item #23)	LFT	(1,049)	\$5.75	-	(\$6,031.75)
A-18	Clean and Televis, PACP Reporting, 33" Combined Sewer (Bid Item #24)	LFT	(50)	\$5.75	-	(\$287.50)
A-19	Clean and Televis, PACP Reporting, 36" Combined Sewer (Bid Item #25)	LFT	557	\$5.75	\$3,202.75	-
A-20	Clean and Televis, PACP Reporting, 39" Combined Sewer (Bid Item #26)	LFT	9	\$5.75	\$51.75	-
A-21	Clean and Televis, PACP Reporting, 42" Combined Sewer (Bid Item #27)	LFT	(974)	\$5.75	-	(\$5,600.50)
A-22	Clean and Televis, PACP Reporting, 48" Combined Sewer (Bid Item #28)	LFT	(126)	\$5.75	-	(\$724.50)
A-23	Clean and Televis, PACP Reporting, 54" Combined Sewer (Bid Item #29)	LFT	923	\$4.25	\$3,922.75	-
A-24	Clean and Televis, PACP Reporting, 72" Combined Sewer (Bid Item #30)	LFT	74	\$4.25	\$314.50	-
A-25	Clean and Televis, PACP Reporting, 78" Combined Sewer (Bid Item #31)	LFT	21	\$4.25	\$89.25	-
A-26	Clean and Televis, PACP Reporting, 84" Combined Sewer (Bid Item #32)	LFT	9	\$4.25	\$38.25	-
A-27	Clean and Televis, PACP Reporting, 108" Combined Sewer (Bid Item #33)	LFT	(91)	\$4.25	-	(\$386.75)
A-28	Clean and Televis, PACP Reporting, 114" Combined Sewer (Bid Item #34)	LFT	(167)	\$4.25	-	(\$709.75)
A-29	Clean and Televis, PACP Reporting, 120" Combined Sewer (Bid Item #35)	LFT	17	\$4.25	\$72.25	-
A-30	Locate and Expose Manhole, As Required (Bid Item #36)	EA	(2)	\$1,500.00	-	(\$3,000.00)

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

CHANGE ORDER

Auth No.	Location-Description-Reason	Unit Used	Est Qty	Unit Price	Amount Increase	Amount Decrease
	LOCATION: Drains as Noted		-			
	Lawson Drain					
A-31	Permit Allowance (Bid Item #41)	DLR	(1)	\$250.00	-	(\$250.00)
A-32	Clean and Televis, PACP Reporting, 10" Combined Sewer (Bid Item #42)	LFT	(33)	\$2.00	-	(\$66.00)
A-33	Clean and Televis, PACP Reporting, 12" Combined Sewer (Bid Item #43)	LFT	(2)	\$2.00	-	(\$4.00)
A-34	Clean and Televis, PACP Reporting, 24" Combined Sewer (Bid Item #44)	LFT	52	\$5.75	\$299.00	-
A-35	Clean and Televis, PACP Reporting, 30" Combined Sewer (Bid Item #45)	LFT	11	\$5.75	\$63.25	-
A-36	Clean and Televis, PACP Reporting, 48" Combined Sewer (Bid Item #46)	LFT	(968)	\$5.75	-	(\$5,566.00)
A-37	Clean and Televis, PACP Reporting, 60" Combined Sewer (Bid Item #47)	LFT	6	\$4.25	\$25.50	-
A-38	Clean and Televis, PACP Reporting, 72" Combined Sewer (Bid Item #48)	LFT	1,000	\$4.25	\$4,250.00	-
A-39	Clean and Televis, PACP Reporting, 78" Combined Sewer (Bid Item #49)	LFT	25	\$4.25	\$106.25	-
A-40	Clean and Televis, PACP Reporting, 84" Combined Sewer (Bid Item #50)	LFT	32	\$4.25	\$136.00	-
A-41	Clean and Televis, PACP Reporting, 90" Combined Sewer (Bid Item #51)	LFT	(86)	\$4.25	-	(\$365.50)
A-42	Clean and Televis, PACP Reporting, 96" Combined Sewer (Bid Item #52)	LFT	13	\$4.25	\$55.25	-
A-43	Locate and Expose Manhole, As Required (Bid Item #53)	EA	(1)	\$1,500.00	-	(\$1,500.00)
	Twelve Towns Middle					
A-44	Permit Allowance (Bid Item #58)	DLR	(1)	\$3,000.00	-	(\$3,000.00)
A-46	Clean and Televis, PACP Reporting, 42" Combined Sewer (Bid Item #60)	LFT	(23)	\$5.75	-	(\$132.25)
A-47	Clean and Televis, PACP Reporting, 48" Combined Sewer (Bid Item #61)	LFT	44	\$5.75	\$253.00	-
A-48	Clean and Televis, PACP Reporting, 54" Combined Sewer (Bid Item #62)	LFT	(10)	\$5.75	-	(\$57.50)
A-49	Clean and Televis, PACP Reporting, 60" Combined Sewer (Bid Item #63)	LFT	4	\$4.25	\$17.00	-
A-50	Clean and Televis, PACP Reporting, 66" Combined Sewer (Bid Item #64)	LFT	17	\$4.25	\$72.25	-
A-51	Clean and Televis, PACP Reporting, 72" Combined Sewer (Bid Item #65)	LFT	(18)	\$4.25	-	(\$76.50)
A-52	Clean and Televis, PACP Reporting, 78" Combined Sewer (Bid Item #66)	LFT	(10)	\$4.25	-	(\$42.50)
A-53	Clean and Televis, PACP Reporting, 84" Combined Sewer (Bid Item #67)	LFT	(4)	\$4.25	-	(\$17.00)
A-54	Clean and Televis, PACP Reporting, 90" Combined Sewer (Bid Item #68)	LFT	(1)	\$4.25	-	(\$4.25)
A-55	Clean and Televis, PACP Reporting, 96" Combined Sewer (Bid Item #69)	LFT	2	\$4.25	\$8.50	-
A-57	Clean and Televis, PACP Reporting, 108" Combined Sewer (Bid Item #71)	LFT	38	\$4.25	\$161.50	-
A-58	Clean and Televis, PACP Reporting, 114" Combined Sewer (Bid Item #72)	LFT	(2)	\$4.25	-	(\$8.50)
A-59	Clean and Televis, PACP Reporting, 132" Combined Sewer (Bid Item #73)	LFT	(18)	\$4.25	-	(\$76.50)
A-60	Clean and Televis, PACP Reporting, 159" Combined Sewer (Bid Item #74)	LFT	32	\$4.25	\$136.00	-
A-61	Clean and Televis, PACP Reporting, 36x60 Rectangular Box (Bid Item #75)	LFT	(31)	\$4.25	-	(\$131.75)
A-62	Locate and Expose Manhole, As Required (Bid Item #76)	EA	(2)	\$1,500.00	-	(\$3,000.00)
	Change Order #1 - Allen Branch					
A-63	Clean and Televis, PACP Reporting, 54" Combined Sewer	LFT	46	\$5.75	\$264.50	-
A-64	Clean and Televis, PACP Reporting, 108" Combined Sewer	LFT	(642)	\$4.25	-	(\$2,728.50)
A-65	Clean and Televis, PACP Reporting, 114" Combined Sewer	LFT	625	\$4.25	\$2,656.25	-
A-66	Clean and Televis, PACP Reporting, 24" Combined Sewer	LFT	210	\$5.75	\$1,207.50	-
A-67	Clean and Televis, PACP Reporting, 30" Combined Sewer	LFT	(218)	\$5.75	-	(\$1,253.50)
	REASON: Balancing of Authorized Bid Quantity and Final As-Built Quantity Constructed					
	LOCATION: NEW LOCATIONS					
	DESCRIPTION					
B	CHANGE - ADD					
B-1	Clean and Televis, PACP Reporting, 10" Combined Sewer	LFT	43	\$2.00	\$86.00	-
B-2	Clean and Televis, PACP Reporting, 24" Combined Sewer	LFT	814	\$5.75	\$4,680.50	-
	REASON: This work was exploratory work to identify and inspect sewer pipelines located along 10 Mile Road in front of the Detroit Zoo.					
				Subtotal	\$22,468.75	(\$48,331.00)
				Net Decrease	---	(\$25,862.25)

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

CHANGE ORDER NO. 2

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

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

Date: _____

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

Date: _____

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

Date: _____

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

Accepted by: _____
Name/Title
Doetsch Environmental Services

Date: _____

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

Date: _____

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

This Change Order was approved by the Drainage Board on:

CHANGE ORDER

CHANGE ORDER NO. 2

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

Notice to Proceed Date:	Friday, October 27, 2023
Contract Substantial Completion Date:	Sunday, June 23, 2024
Contract Final Completion Date:	Friday, August 23, 2024
Original Contract Value:	\$ 685,553.25
Previous C.O. Values:	\$ 20,728.00
Change Order No. 2 Value	\$ (25,862.25)
Adjusted Contract Value	\$ 680,419.00

**JIM NASH
OAKLAND COUNTY WATER RESOURCE COMMISSIONER**

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

Final Construction Estimate No. 4

March 31, 2024 to June 30, 2024

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

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

Contractor :
Doetsch Environmental Services
21221 Mullin Ave
Warren MI 48089

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

Final Contract Amount:		\$685,553.25
Previous Change Order Numbers (Change Order 1):		\$20,728.00
Change Orders This Estimate Numbers (Change Order 2):		(\$24,079.75)
Total Net Change Orders:		(\$3,351.75)
Final Contract Amount:		\$682,201.50
Final Subtotal:		\$682,201.50
Less Deductions:		\$0.00
Gross Estimate: (Work in Place)	100.00%	\$682,201.50
Less Amount Reserved:		\$0.00
Total Amount Allowed To Date:		\$682,201.50
Less Previous Estimates:		\$634,837.44
Final Payment Request To Be Paid To Contractor:		\$12,050.00
Final Reserve Payment to Contractor		\$35,314.06
Balance of Contract To Date	\$0.00	Accounting Auditor:
Less Previous Transfers To Reserve:		\$35,314.06
Amount of Current Transfer:		(\$35,314.06)

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

Date: _____

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

Date: _____

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

Date: _____

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

Date: _____

Approved by Board on: _____

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

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

Final Construction Estimate No. 4		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
Baldwin Branch									
1	Mobilization (5% Max)	1	LS	\$100.00	0.0	1.0	1.0	\$100.00	\$0.00
2	Project Management	1	LS	\$100.00	0.0	1.0	1.0	\$100.00	\$0.00
3	Permit Allowance	1	DLR	\$250.00	0.0	0.0	0.0	\$0.00	\$0.00
4	Clean and Televis, PACP Reporting, 12" Combined Sewer	30	LFT	\$2.00	0.0	0.0	0.0	\$0.00	\$0.00
5	Clean and Televis, PACP Reporting, 24" Combined Sewer	578	LFT	\$2.00	0.0	477.0	477.0	\$954.00	\$0.00
6	Clean and Televis, PACP Reporting, 30" Combined Sewer	30	LFT	\$2.00	0.0	0.0	0.0	\$0.00	\$0.00
7	Clean and Televis, PACP Reporting, 36" Combined Sewer	309	LFT	\$2.00	0.0	163.0	163.0	\$326.00	\$0.00
8	Clean and Televis, PACP Reporting, 48" Combined Sewer	342	LFT	\$2.00	0.0	483.0	483.0	\$966.00	\$0.00
9	Clean and Televis, PACP Reporting, 54" Combined Sewer	3,097	LFT	\$5.75	0.0	3,055.0	3,055.0	\$17,566.25	\$0.00
10	Clean and Televis, PACP Reporting, 60" Combined Sewer	1,591	LFT	\$4.25	0.0	1,477.0	1,477.0	\$6,277.25	\$0.00
11	Clean and Televis, PACP Reporting, 72" Combined Sewer	3,283	LFT	\$4.25	0.0	3,278.0	3,278.0	\$13,931.50	\$0.00
12	Clean and Televis, PACP Reporting, 78" Combined Sewer	3,166	LFT	\$4.25	0.0	3,076.0	3,076.0	\$13,073.00	\$0.00
13	Clean and Televis, PACP Reporting, 84" Combined Sewer	3,993	LFT	\$4.25	0.0	3,997.0	3,997.0	\$16,987.25	\$0.00
14	Clean and Televis, PACP Reporting, 90" Combined Sewer	3,879	LFT	\$4.25	0.0	3,846.0	3,846.0	\$16,345.50	\$0.00
15	Locate and Expose Manhole, As Required	7	EA	\$1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
16	Maintaining Traffic	1	LS	\$3,000.00	0.0	1.0	1.0	\$3,000.00	\$0.00
17	Restoration	1	LS	\$5,000.00	1.0	0.0	1.0	\$5,000.00	\$5,000.00
Campbell / Red Run Improvements Drain									
18	Mobilization (5% Max)	1	LS	\$100.00	0.0	1.0	1.0	\$100.00	\$0.00
19	Project Management	1	LS	\$5,500.00	0.0	1.0	1.0	\$5,500.00	\$0.00
20	Permit Allowance	1	DLR	\$500.00	0.0	0.0	0.0	\$0.00	\$0.00
21	Clean and Televis, PACP Reporting, 12" Combined Sewer	165	LFT	\$2.00	0.0	92.0	92.0	\$184.00	\$0.00
22	Clean and Televis, PACP Reporting, 24" Combined Sewer	15	LFT	\$2.00	0.0	0.0	0.0	\$0.00	\$0.00
23	Clean and Televis, PACP Reporting, 30" Combined Sewer	1,049	LFT	\$5.75	0.0	0.0	0.0	\$0.00	\$0.00
24	Clean and Televis, PACP Reporting, 33" Combined Sewer	50	LFT	\$5.75	0.0	0.0	0.0	\$0.00	\$0.00
25	Clean and Televis, PACP Reporting, 36" Combined Sewer	18	LFT	\$5.75	0.0	575.0	575.0	\$3,306.25	\$0.00
26	Clean and Televis, PACP Reporting, 39" Combined Sewer	563	LFT	\$5.75	0.0	572.0	572.0	\$3,289.00	\$0.00
27	Clean and Televis, PACP Reporting, 42" Combined Sewer	1,282	LFT	\$5.75	0.0	308.0	308.0	\$1,771.00	\$0.00
28	Clean and Televis, PACP Reporting, 48" Combined Sewer	641	LFT	\$5.75	0.0	515.0	515.0	\$2,961.25	\$0.00
29	Clean and Televis, PACP Reporting, 54" Combined Sewer	1,098	LFT	\$4.25	0.0	2,021.0	2,021.0	\$8,589.25	\$0.00
30	Clean and Televis, PACP Reporting, 72" Combined Sewer	1,992	LFT	\$4.25	0.0	2,066.0	2,066.0	\$8,780.50	\$0.00
31	Clean and Televis, PACP Reporting, 78" Combined Sewer	1,495	LFT	\$4.25	0.0	1,516.0	1,516.0	\$6,443.00	\$0.00
32	Clean and Televis, PACP Reporting, 84" Combined Sewer	1,198	LFT	\$4.25	0.0	1,207.0	1,207.0	\$5,129.75	\$0.00
33	Clean and Televis, PACP Reporting, 108" Combined Sewer	8,003	LFT	\$4.25	0.0	7,912.0	7,912.0	\$33,626.00	\$0.00
34	Clean and Televis, PACP Reporting, 114" Combined Sewer	5,223	LFT	\$4.25	0.0	5,056.0	5,056.0	\$21,488.00	\$0.00
35	Clean and Televis, PACP Reporting, 120" Combined Sewer	5,050	LFT	\$4.25	0.0	5,067.0	5,067.0	\$21,534.75	\$0.00
36	Locate and Expose Manhole, As Required	2	EA	\$1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
37	Maintaining Traffic	1	LS	\$42,000.00	0.0	1.0	1.0	\$42,000.00	\$0.00
38	Restoration	1	LS	\$1.00	1.0	0.0	1.0	\$1.00	\$1.00
Lawson Drain									
39	Mobilization (5% Max)	1	LS	\$100.00	0.0	1.0	1.0	\$100.00	\$0.00
40	Project Management	1	LS	\$4,000.00	0.0	1.0	1.0	\$4,000.00	\$0.00
41	Permit Allowance	1	DLR	\$250.00	0.0	0.0	0.0	\$0.00	\$0.00
42	Clean and Televis, PACP Reporting, 10" Combined Sewer	85	LFT	\$2.00	0.0	52.0	52.0	\$104.00	\$0.00
43	Clean and Televis, PACP Reporting, 12" Combined Sewer	33	LFT	\$2.00	0.0	31.0	31.0	\$62.00	\$0.00
44	Clean and Televis, PACP Reporting, 24" Combined Sewer	1,863	LFT	\$5.75	0.0	1,915.0	1,915.0	\$11,011.25	\$0.00
45	Clean and Televis, PACP Reporting, 30" Combined Sewer	1,268	LFT	\$5.75	0.0	1,279.0	1,279.0	\$7,354.25	\$0.00
46	Clean and Televis, PACP Reporting, 48" Combined Sewer	1,588	LFT	\$5.75	0.0	620.0	620.0	\$3,565.00	\$0.00
47	Clean and Televis, PACP Reporting, 60" Combined Sewer	1,666	LFT	\$4.25	0.0	1,672.0	1,672.0	\$7,106.00	\$0.00
48	Clean and Televis, PACP Reporting, 72" Combined Sewer	1,403	LFT	\$4.25	0.0	2,403.0	2,403.0	\$10,212.75	\$0.00
49	Clean and Televis, PACP Reporting, 78" Combined Sewer	2,062	LFT	\$4.25	0.0	2,087.0	2,087.0	\$8,869.75	\$0.00
50	Clean and Televis, PACP Reporting, 84" Combined Sewer	2,612	LFT	\$4.25	0.0	2,644.0	2,644.0	\$11,237.00	\$0.00
51	Clean and Televis, PACP Reporting, 90" Combined Sewer	6,017	LFT	\$4.25	0.0	5,931.0	5,931.0	\$25,206.75	\$0.00
52	Clean and Televis, PACP Reporting, 96" Combined Sewer	5,853	LFT	\$4.25	0.0	5,866.0	5,866.0	\$24,930.50	\$0.00
53	Locate and Expose Manhole, As Required	1	EA	\$1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
54	Maintaining Traffic	1	LS	\$1,000.00	0.0	1.0	1.0	\$1,000.00	\$0.00
55	Restoration	1	LS	\$1.00	0.0	1.0	1.0	\$1.00	\$0.00
Twelve Towns Middle Branch									
56	Mobilization (5% Max)	1	LS	\$100.00	0.0	1.0	1.0	\$100.00	\$0.00
57	Project Management	1	LS	\$9,000.00	0.0	1.0	1.0	\$9,000.00	\$0.00
58	Permit Allowance	1	DLR	\$3,000.00	0.0	0.0	0.0	\$0.00	\$0.00
59	Clean and Televis, PACP Reporting, 36" Combined Sewer	916	LFT	\$5.75	0.0	916.0	916.0	\$5,267.00	\$0.00
60	Clean and Televis, PACP Reporting, 42" Combined Sewer	2,854	LFT	\$5.75	0.0	2,831.0	2,831.0	\$16,278.25	\$0.00
61	Clean and Televis, PACP Reporting, 48" Combined Sewer	1,290	LFT	\$5.75	0.0	1,334.0	1,334.0	\$7,670.50	\$0.00
62	Clean and Televis, PACP Reporting, 54" Combined Sewer	1,797	LFT	\$5.75	0.0	1,787.0	1,787.0	\$10,275.25	\$0.00
63	Clean and Televis, PACP Reporting, 60" Combined Sewer	1,718	LFT	\$4.25	0.0	1,722.0	1,722.0	\$7,318.50	\$0.00
64	Clean and Televis, PACP Reporting, 66" Combined Sewer	2,667	LFT	\$4.25	0.0	2,684.0	2,684.0	\$11,407.00	\$0.00
65	Clean and Televis, PACP Reporting, 72" Combined Sewer	4,119	LFT	\$4.25	0.0	4,101.0	4,101.0	\$17,429.25	\$0.00
66	Clean and Televis, PACP Reporting, 78" Combined Sewer	1,842	LFT	\$4.25	0.0	1,832.0	1,832.0	\$7,786.00	\$0.00
67	Clean and Televis, PACP Reporting, 84" Combined Sewer	6,433	LFT	\$4.25	0.0	6,429.0	6,429.0	\$27,323.25	\$0.00
68	Clean and Televis, PACP Reporting, 90" Combined Sewer	2,888	LFT	\$4.25	0.0	2,887.0	2,887.0	\$12,269.75	\$0.00
69	Clean and Televis, PACP Reporting, 96" Combined Sewer	2,658	LFT	\$4.25	0.0	2,660.0	2,660.0	\$11,305.00	\$0.00
70	Clean and Televis, PACP Reporting, 102" Combined Sewer	834	LFT	\$4.25	0.0	834.0	834.0	\$3,544.50	\$0.00
71	Clean and Televis, PACP Reporting, 108" Combined Sewer	6,365	LFT	\$4.25	0.0	6,403.0	6,403.0	\$27,212.75	\$0.00
72	Clean and Televis, PACP Reporting, 114" Combined Sewer	11,735	LFT	\$4.25	0.0	11,733.0	11,733.0	\$49,865.25	\$0.00
73	Clean and Televis, PACP Reporting, 132" Combined Sewer	3,268	LFT	\$4.25	0.0	3,250.0	3,250.0	\$13,812.50	\$0.00
74	Clean and Televis, PACP Reporting, 159" Combined Sewer	9,691	LFT	\$4.25	0.0	9,723.0	9,723.0	\$41,322.75	\$0.00
75	Clean and Televis, PACP Reporting, 36x60 Rectangular Box	31	LFT	\$4.25	0.0	0.0	0.0	\$0.00	\$0.00
76	Locate and Expose Manhole, As Required	2	EA	\$1,500.00	0.0	0.0	0.0	\$0.00	\$0.00
77	Maintaining Traffic	1	LS	\$1,000.00	0.0	1.0	1.0	\$1,000.00	\$0.00
78	Restoration	1	LS	\$500.00	1.0	0.0	1.0	\$500.00	\$500.00
Change Order 1 - Allen Branch Detroit Zoo									
79	Clean and Televis, PACP Reporting, 54" Combined Sewer	0	LFT	\$5.75	0.0	1,576.0	1,576.0	\$9,062.00	\$0.00
80	Clean and Televis, PACP Reporting, 108" Combined Sewer	0	LFT	\$4.25	0.0	1,108.0	1,108.0	\$4,709.00	\$0.00
81	Clean and Televis, PACP Reporting, 114" Combined Sewer	0	LFT	\$4.25	0.0	888.0	888.0	\$3,774.00	\$0.00
82	Clean and Televis, PACP Reporting, 24" Combined Sewer	0	LFT	\$5.75	0.0	488.0	488.0	\$2,806.00	\$0.00
83	Clean and Televis, PACP Reporting, 30" Combined Sewer	0	LFT	\$5.75	0.0	91.0	91.0	\$523.25	\$0.00

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

Final Construction Estimate No. 4		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
Change Order 2 - Allen Branch Detroit Zoo									
Baldwin Drain									
A-1	Permit Allowance (Bid Item #3)	(1)	DLR	\$250.00	N/A	N/A	N/A	N/A	N/A
A-2	Clean and Telesive, PACP Reporting, 12" Combined Sewer (Bid Item #4)	(30)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-3	Clean and Telesive, PACP Reporting, 24" Combined Sewer (Bid Item #5)	(101)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-4	Clean and Telesive, PACP Reporting, 30" Combined Sewer (Bid Item #6)	(30)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-5	Clean and Telesive, PACP Reporting, 36" Combined Sewer (Bid Item #7)	(146)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-6	Clean and Telesive, PACP Reporting, 48" Combined Sewer (Bid Item #8)	141	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-7	Clean and Telesive, PACP Reporting, 54" Combined Sewer (Bid Item #9)	(42)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-8	Clean and Telesive, PACP Reporting, 60" Combined Sewer (Bid Item #10)	(114)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-9	Clean and Telesive, PACP Reporting, 72" Combined Sewer (Bid Item #11)	(5)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-10	Clean and Telesive, PACP Reporting, 78" Combined Sewer (Bid Item #12)	(90)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-11	Clean and Telesive, PACP Reporting, 84" Combined Sewer (Bid Item #13)	4	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-12	Clean and Telesive, PACP Reporting, 90" Combined Sewer (Bid Item #14)	(33)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-13	Locate and Expose Manhole, As Required (Bid Item #15)	(7)	EA	\$1,500.00	N/A	N/A	N/A	N/A	N/A
Campbell / Red Wun Improvements Drain									
A-14	Permit Allowance (Bid Item #20)	(1)	DLR	\$500.00	N/A	N/A	N/A	N/A	N/A
A-15	Clean and Telesive, PACP Reporting, 12" Combined Sewer (Bid Item #21)	(73)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-16	Clean and Telesive, PACP Reporting, 24" Combined Sewer (Bid Item #22)	(15)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-17	Clean and Telesive, PACP Reporting, 30" Combined Sewer (Bid Item #23)	(1,049)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-18	Clean and Telesive, PACP Reporting, 33" Combined Sewer (Bid Item #24)	(50)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-19	Clean and Telesive, PACP Reporting, 36" Combined Sewer (Bid Item #25)	557	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-20	Clean and Telesive, PACP Reporting, 39" Combined Sewer (Bid Item #26)	9	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-21	Clean and Telesive, PACP Reporting, 42" Combined Sewer (Bid Item #27)	(974)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-22	Clean and Telesive, PACP Reporting, 48" Combined Sewer (Bid Item #28)	(126)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-23	Clean and Telesive, PACP Reporting, 54" Combined Sewer (Bid Item #29)	923	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-24	Clean and Telesive, PACP Reporting, 72" Combined Sewer (Bid Item #30)	74	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-25	Clean and Telesive, PACP Reporting, 78" Combined Sewer (Bid Item #31)	21	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-26	Clean and Telesive, PACP Reporting, 84" Combined Sewer (Bid Item #32)	9	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-27	Clean and Telesive, PACP Reporting, 108" Combined Sewer (Bid Item #33)	(91)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-28	Clean and Telesive, PACP Reporting, 114" Combined Sewer (Bid Item #34)	(167)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-29	Clean and Telesive, PACP Reporting, 120" Combined Sewer (Bid Item #35)	17	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-30	Locate and Expose Manhole, As Required (Bid Item #36)	(2)	EA	\$1,500.00	N/A	N/A	N/A	N/A	N/A
Lawson Drain									
A-31	Permit Allowance (Bid Item #41)	(1)	DLR	\$250.00	N/A	N/A	N/A	N/A	N/A
A-32	Clean and Telesive, PACP Reporting, 10" Combined Sewer (Bid Item #42)	(33)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-33	Clean and Telesive, PACP Reporting, 12" Combined Sewer (Bid Item #43)	(2)	LFT	\$2.00	N/A	N/A	N/A	N/A	N/A
A-34	Clean and Telesive, PACP Reporting, 24" Combined Sewer (Bid Item #44)	52	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-35	Clean and Telesive, PACP Reporting, 30" Combined Sewer (Bid Item #45)	11	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-36	Clean and Telesive, PACP Reporting, 48" Combined Sewer (Bid Item #46)	(968)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-37	Clean and Telesive, PACP Reporting, 60" Combined Sewer (Bid Item #47)	6	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-38	Clean and Telesive, PACP Reporting, 72" Combined Sewer (Bid Item #48)	1,000	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-39	Clean and Telesive, PACP Reporting, 78" Combined Sewer (Bid Item #49)	25	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-40	Clean and Telesive, PACP Reporting, 84" Combined Sewer (Bid Item #50)	32	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-41	Clean and Telesive, PACP Reporting, 90" Combined Sewer (Bid Item #51)	(86)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-42	Clean and Telesive, PACP Reporting, 96" Combined Sewer (Bid Item #52)	13	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-43	Locate and Expose Manhole, As Required (Bid Item #53)	(1)	EA	\$1,500.00	N/A	N/A	N/A	N/A	N/A
Twelve Towns Middle									
A-44	Permit Allowance (Bid Item #58)	(1)	DLR	\$3,000.00	N/A	N/A	N/A	N/A	N/A
A-45	Clean and Telesive, PACP Reporting, 36" Combined Sewer (Bid Item #59)	0	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-46	Clean and Telesive, PACP Reporting, 42" Combined Sewer (Bid Item #60)	(23)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-47	Clean and Telesive, PACP Reporting, 48" Combined Sewer (Bid Item #61)	44	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-48	Clean and Telesive, PACP Reporting, 54" Combined Sewer (Bid Item #62)	(10)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-49	Clean and Telesive, PACP Reporting, 60" Combined Sewer (Bid Item #63)	4	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-50	Clean and Telesive, PACP Reporting, 66" Combined Sewer (Bid Item #64)	17	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-51	Clean and Telesive, PACP Reporting, 72" Combined Sewer (Bid Item #65)	(18)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-52	Clean and Telesive, PACP Reporting, 78" Combined Sewer (Bid Item #66)	(10)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-53	Clean and Telesive, PACP Reporting, 84" Combined Sewer (Bid Item #67)	(4)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-54	Clean and Telesive, PACP Reporting, 90" Combined Sewer (Bid Item #68)	(1)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-55	Clean and Telesive, PACP Reporting, 96" Combined Sewer (Bid Item #69)	2	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-56	Clean and Telesive, PACP Reporting, 102" Combined Sewer (Bid Item #70)	0	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-57	Clean and Telesive, PACP Reporting, 108" Combined Sewer (Bid Item #71)	38	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-58	Clean and Telesive, PACP Reporting, 114" Combined Sewer (Bid Item #72)	(2)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-59	Clean and Telesive, PACP Reporting, 132" Combined Sewer (Bid Item #73)	(18)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-60	Clean and Telesive, PACP Reporting, 159" Combined Sewer (Bid Item #74)	32	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-61	Clean and Telesive, PACP Reporting, 36x60 Rectangular Box (Bid Item #75)	(31)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-62	Locate and Expose Manhole, As Required (Bid Item #76)	(2)	EA	\$1,500.00	N/A	N/A	N/A	N/A	N/A
Allen Branch Detroit Zoo									
A-63	Clean and Telesive, PACP Reporting, 54" Combined Sewer	46	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-64	Clean and Telesive, PACP Reporting, 108" Combined Sewer	(642)	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-65	Clean and Telesive, PACP Reporting, 114" Combined Sewer	625	LFT	\$4.25	N/A	N/A	N/A	N/A	N/A
A-66	Clean and Telesive, PACP Reporting, 24" Combined Sewer	210	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
A-67	Clean and Telesive, PACP Reporting, 30" Combined Sewer	(218)	LFT	\$5.75	N/A	N/A	N/A	N/A	N/A
Change Order #2 - New Locations Allen Branch Detroit Zoo									
B-1	Clean and Telesive, PACP Reporting, 10" Combined Sewer	0	LFT	\$2.00	43.0	0.0	43.0	\$86.00	\$86.00
B-2	Clean and Telesive, PACP Reporting, 24" Combined Sewer	0	LFT	\$5.75	1,033.0	0.0	1,033.0	\$5,939.75	\$5,939.75
B-3	Clean and Telesive, PACP Reporting, 30" Combined Sewer	0	LFT	\$5.75	91.0	0.0	91.0	\$523.25	\$523.25

Stored Material:

						0.0	0.0	\$0.00	\$0.00
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Total Amount to Date	\$682,201.50
Total Amount This Estimate	\$12,050.00
Change Orders to Date	\$0.00
Change Orders This Estimate	\$0.00
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$682,201.50
Subtotal This Estimate	\$12,050.00
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$12,050.00
Less Transfer to Reserve	\$-35,314.06
Net Payment	\$47,735.94

**Jim Nash, Oakland County Water Resources Commissioner
GWK Drain Drainage District
For Construction of the HomeGuard Program
City of Berkley
Oakland County, Michigan**

Construction Estimate No. 7

December 1, 2024 to December 31, 2024

Department No. : 6010101
Fund No. : 58510
Project No. : 1-7120

Account No. : 730373
Program No. : 149662
Activity : STD
Vendor No. : 30038
Contract No. : CON00010963
Date of Contract : 6/13/2024
Completion Date : NA

Contractor :
Rolls Mechanical
1490 Torrey Road
Fenton, MI 48430

Original Contract Amount: \$750,000.00

Previous Change Order Numbers (none): \$0.00

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

Total Net Change Orders: \$0.00

Adjusted Contract Amount: **\$750,000.00**

Subtotal To Date: (Sheet 2 of 2 Column 7) \$273,267.42

Less Deductions to Date: (Sheet 2 of 2 Column 7) \$2,800.00

Gross Estimate: (Work in Place) \$270,467.42

Less Previous Estimates: \$229,385.12

Net Payment Request To Be Paid To Contractor: \$41,082.30

Balance of Contract To Date ☒ \$476,732.58

Accounting Auditor: BCR 1/15/2025

Prepared by: Jen Cook, P.E. - Project Engineer

Date: 1/15/2025

Recommended by: James F. Burton, P.E. - Consulting Engineer

Date: 01/15/2025

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

Date: 1/17/2025

Approved by Board on: _____

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

HP for Shawn Phelps

DATE: January 28, 2024

SUBJECT: Request for Board approval of payment of the following invoice(s):

Payable To	Ref No.	For	Amount
Dickinson Wright PLLC	SINV00311088	Invoice # 1988256 - Legal Services - 11/30/24	\$ 3,012.50
Dickinson Wright PLLC	SINV00311092	Invoice # 1988385 - Legal Services - 11/30/24	308.00
Dickinson Wright PLLC	SINV00311094	Invoice # 1988389 - Legal Services - 11/30/24	5,485.00
Dickinson Wright PLLC	SINV00311102	Invoice # 1988390 - Legal Services - 11/30/24	1,159.00
Dickinson Wright PLLC	SINV00311106	Invoice # 1988391 - Legal Services - 11/30/24	1,173.00
Dickinson Wright PLLC	SINV00312681	Invoice # 1988392 - Legal Services - 11/30/24	924.00
Dickinson Wright PLLC	TBP	Invoice # 1998153 - Legal Services - 12/31/24	1,672.00
Dickinson Wright PLLC	SINV00303533	Invoice # 1998143 - Legal Services - 12/31/24	748.00
Dickinson Wright PLLC	TBP	Invoice # 1998147 - Legal Services - 12/31/24	33.40
Dickinson Wright PLLC	TBP	Invoice # 1998148 - Legal Services - 12/31/24	18,929.41
Dickinson Wright PLLC	TBP	Invoice # 1998149 - Legal Services - 12/31/24	2,048.07
Dickinson Wright PLLC	TBP	Invoice # 1998155 - Legal Services - 12/31/24	14,092.12
Dickinson Wright PLLC	SINV00314390	Invoice # 1997309 - Legal Services - 12/31/24	3,491.20
Subtotal			\$ 53,075.70
Michigan Lawn Maintenance	SINV00311108	Invoice #110039 - Project 1-3484	19,888.50
HRC	SINV00312473	Invoice #0223623 - Project 1-3484	2,717.97
Project # 1-3484 Total			\$ 22,606.47
Clinton River Watershed Council	SINV00309748	Invoice #4940 - Project 1-7467	2,864.58
Project # 1-7467 Total			\$ 2,864.58
Tetra Tech Inc	SINV00312159	Invoice # 52361073 - Project 1-7541	3,870.00
Project # 1-7541 Total			\$ 3,870.00
NTH	SINV00312143	Invoice # 638018 - Project 1-7690	11,871.28
Project # 1-7690 Total			\$ 11,871.28
Shaw	SINV00314820	Invoice # 910013535 - Project 1-7758	6,099.97
Project # 1-7758 Total			\$ 6,099.97
ICS Integration Services LLC	TBP	Invoice # 3141 - Materials and Supplies - Project 1-7797	18,090.00
Project # 1-7797 Total			\$ 18,090.00
Grand Total			\$ 118,478.00

6. Evergreen-Farmington Sanitary Drain

AGENDA

DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present Memorandum from Scott Schultz, Project Engineer, dated January 28, 2025, requesting the Board:
 - 1) Approve the Engineering Work Order for Fishbeck Inc., to proceed with the proposed design engineering and bidding services for an amount not-to-exceed \$441,569
 - 2) Revise the Drake Pump Station rehabilitation project budget in the amount of \$322,000 and the Thornbrook Pump Station rehabilitation project budget in the amount of \$320,000
5. Present Construction Estimate No. 34 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,534,031.80
6. Present Construction Estimate No. 10 for Midwest Power System for Construction of the Lathrup SRT in the amount of \$50,054.57
7. Present Construction Estimate No. 2 for SAK Construction for Design and Construction of the Southfield Sewer Lining Project in the amount of \$41,847.32 with a transfer to the Oakland County Treasurer in the amount of \$4,649.70
8. Present request for Board approval of payment of invoices from the Evergreen Farmington Sanitary Drain from the Maintenance Fund in the amount of \$278,922.95
9. Present request for Board approval of payment of invoices from the Evergreen Farmington Sanitary Drain from the Construction Fund in the amount of \$82,279.93
10. Other business
11. Approve pro rata payment to Drainage Board members
12. Adjourn

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

December 17, 2024

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

A memorandum from Philip Kerby, P.E., Operations Engineer, dated December 17, 2024, requesting the Board authorize an increase to the Quarton Lake rehabilitation project budget by \$240,060 and award the construction contract to DVM Utilities, Inc. in the amount of \$200,060 was presented. It was moved by Markham, supported by Woodward, to authorize an increase to the Quarton Lake rehabilitation project budget by \$240,060 and award the construction contract to DVM Utilities, Inc. in the amount of \$200,060 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 33 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$507,665.44 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 33 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$507,665.44.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 3 for Lawrence M. Clark, Inc. for Construction of the I-696 Pump Station Rehabilitation in the amount of \$117,722.90 with a transfer to the Oakland County Treasurer in the amount of \$13,080.32 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 3 for Lawrence M. Clark, Inc. for construction of the I-696 Pump Station Rehabilitation in the amount of \$117,722.90 with a transfer to the Oakland County Treasurer in the amount of \$13,080.32 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 1 for SAK Construction for Design and Construction of the Southfield Sewer Lining Project in the amount of \$57,699.50 with a transfer to the Oakland County Treasurer in the amount of \$6,411.06 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 1 for SAK Construction for Design and Construction of the Southfield Sewer Lining Project in the amount of \$57,699.50 with a transfer to the Oakland County Treasurer in the amount of \$6,411.06 as presented.

ADOPTED: Yeas - 3
Nays - 0

A request for approval of payment of invoices from the Evergreen Farmington Sanitary Drain Maintenance Fund in the amount of \$16,495.62 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices from the Evergreen Farmington Sanitary Drain Maintenance Fund in the amount of \$16,495.62 as presented.

ADOPTED: Yeas - 3
Nays - 0

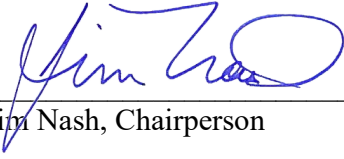
A request for approval of payment of invoices from the Evergreen Farmington Sanitary Drain Construction Fund in the amount of \$6,325.04 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices from the Evergreen Farmington Sanitary Drain Construction Fund in the amount of \$6,325.04 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.


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

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 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

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

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

FROM: Scott Schultz, Project Engineer

SUBJECT: Drake and Thornbrook Pump Stations Rehabilitation Projects
Engineering Design and Bidding Services

DATE: January 28, 2025

Fishbeck, Inc. completed a condition assessment report of two Evergreen-Farmington Sanitary Drain (EFSD) pump stations, one on Drake Road and the other on Thornbrook Drive in Farmington Hills. Both pump stations were constructed in the 1970s and are in need of rehabilitation. Fishbeck has submitted a proposal to provide design and bidding services for the rehabilitation of both pump stations based on the findings in the report. These services will include reviewing existing plans and record drawings, development of design drawings, interior and exterior lidar scans, and coordination with local utility agencies, and the City of Farmington Hills. The design cost for both projects is \$441,569. A breakdown of Fishbeck's scope of work and cost is shown in the attached Engineering Work Order.

Design phase cost estimates for both the Drake and Thornbrook Pump Station Rehabilitation projects have been developed and are attached. The estimated overall project costs for the design phase are \$322,000 for the Drake Pump Station and \$320,000 for Thornbrook Pump Station. An overall project cost, including construction, will be presented for approval once the project is designed and bids are received. This work will be funded by the EFSD Capital Improvement Reserves.

Requested Action: 1.) Approve the attached EWO for Fishbeck, Inc. to proceed with the proposed design engineering and bidding services for an amount not-to-exceed \$441,569 2.) Revise the Drake Pump Station rehabilitation project budget in the amount of \$322,000 and the Thornbrook Pump Station rehabilitation project budget in the amount of \$320,000.

**Jim Nash Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drain Drainage District
For the EFSDDD Drake and Thornbrook PS Rehab Projects
Farmington Hills, Michigan**

Engineering Work Order No. D-482

Date: 1/15/2025

To: Fishbeck, Inc.

For: EFSDDD Drake and Thornbrook Sanitary Pump Station Rehabilitation

DESCRIPTION

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the EFSDDD Drake and Thornbrook Rehabilitation Projects that falls under Exhibit IX Section II.b in Contract No. CON009194. This EWO serves as your approval for compensation of the following services as delineated in your attached January 14, 2025, proposal.

Design Services

- Review existing plans and record drawings
- Identify the HVAC equipment requirements necessary to be compliant with the current code.
- Available equipment will be researched to meet the design criteria and will be reviewed with OCWRC staff.
- Review the PIPE-FLO models and preliminary pump selections to confirm the new pump arrangements.
- Confirm the electrical capacity requirements of the new HVAC equipment and pump selections.
- Document HVAC, pump, and electrical findings in a design confirmation memo.
- Complete interior and exterior lidar scans.
- Verify the proposed bidding schedule and intent to bid the projects separately.
- Convert the exterior site lidar scans into a topographic survey and site plan.
- Build a Revit model using the interior site lidar scans.
- Coordinate with utility agencies.
- Coordinate with the City of Farmington Hills for an administrative site plan review.
- Identify any temporary easement needs and assist WRC with any documents necessary to obtain easements.
- Develop 60% bidding documents, then meet with WRC to review. Review meeting to include development of a risk registry.
- Incorporate WRC comments into the bidding documents.
- Prepare and submit permit applications as necessary, on behalf of WRC, including EGLE and soil erosion sedimentation control permits.
- Develop 90% bidding documents, then meet with WRC to review.
- Incorporate WRC comments into the bidding documents.
- Provide an engineer's opinion of probable construction costs.
- Provide final (100%) bidding documents.

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Bidding

- Issue Bid Advertisement or Invitation to Bid.
- Conduct pre-bid meeting and issue meeting minutes.
- Respond to questions during the bidding period.
- Prepare necessary addenda.
- Attend bid opening.
- Assist with review of the bids.
- Provide evaluation of bids received.

Design Services for Drake Pump Station:	\$210,785.50
Bidding Services for Drake Pump Station:	\$11,780.00
Design Services for Thornbrook Pump Station:	\$207,573.50
Bidding Services for Thornbrook Pump Station:	\$11,430.00

Total: \$441,569.00

Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and rate schedule as specified by your proposal. The total amount of the Engineering Work Order is to be a not to exceed amount of \$441,569.00. This amount is not to be exceeded without written authorization from this office.

RECOMMENDED	DATE: 1/13/25	ACCEPTED	DATE: 01/22/2025
By: <i>Scott Schultz</i>		By: <i>Maria Sedki</i>	
Scott Schultz Project Engineer OCWRC		Maria Sedki, P.E. Vice President Fishbeck, Inc.	
APPROVED	DATE: 1/23/2025	APPROVED	DATE: Jan. 24, 2025
By: <i>Joel Brown</i>		By: <i>Steven Korth</i>	
Joel Brown, P.E. Chief Engineer OCWRC		Steve Korth, P.E. Chief Manager OCWRC	
Approved by the Drainage District Board on:			

Department No.:	CCN6010101	Account No.:	SC730639
Fund No.:	FND82410	Program No.:	PRG149667
Project No.:	PRJ17579 and PRJ17580	Project Activity:	ENGCON
Contract No.:	CON009194	Contract Exp:	8/31/2026

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

January 14, 2025

Evans Bantios
Chief Engineer – Wet Weather Operations
Oakland Count Water Resources Commissioner's Office
One Public Works Drive
Waterford, MI 48328

Proposal for Professional Engineering Services Drake and Thornbrook Lift Station Improvements

Fishbeck is pleased to submit the following proposal to assist WRC in preparing bidding documents for the Drake Lift Station (DLS) and Thornbrook Lift Station (TLS) improvement projects. Our team of wastewater process, electrical, mechanical, and structural engineers are experienced in designing wastewater facility improvements.

Background

WRC asset management software identified multiple assets at or near the end of their useful life at TLS and DLS. Fishbeck performed condition assessments of both TLS and DLS and submitted reports for each facility in September 2024. The reports recommend assets at each site be included in general lift station rehabilitation projects, including, but not limited to:

- Installation of new potable water service connections.
- Repair or replacement of existing sump pumps and sewage pumps, including motors and VFDs.
- Replacement of existing valves.
- Replacement of the wet well ventilation and review of odor control system.
- Relocation of generator out of the floodplain at TLS.
- Possible replacement of generator at DLS.
- Upgrade of miscellaneous electrical and lighting equipment.
- Replacement of roof.
- General improvements to the building and site.

WRC intends to bid two projects, one for each lift station. They would like the improvements designed concurrently to allow bidding flexibility—simultaneous or staggered by one or two years—depending on funding availability. This proposal assumes the projects will be designed simultaneously under separate bid documents with the DLS improvements bidding first.

Scope of Services

We propose the following scope of services based on email correspondence, meetings, and site visits.

Task 1 – Design

The design scope for each facility includes:

1. Review existing plans and record drawings.
2. Identify the HVAC equipment requirements necessary to be compliant with the current code.

3. Review the PIPE-FLO models and preliminary pump selections to confirm the new pump arrangements.
4. Confirm the electrical capacity requirements of the new HVAC equipment and pump selections.
5. Document HVAC, pump, and electrical findings in a design confirmation memo.
6. Complete interior and exterior lidar scans.
7. Verify the proposed bidding schedule and intent to bid the projects separately.
8. Convert the exterior site lidar scans into a topographic survey and site plan.
9. Build a Revit model using the interior site lidar scans.
10. Coordinate with utility agencies.
11. Coordinate with the City of Farmington Hills for an administrative site plan review.
12. Identify any temporary easement needs and assist WRC with any documents necessary to obtain easements.
13. Develop 60% bidding documents, then meet with WRC to review. Review meeting to include development of a risk registry.
14. Incorporate WRC comments into the bidding documents.
15. Prepare and submit permit applications as necessary, on behalf of WRC, including EGLE and soil erosion sedimentation control permits.
16. Develop 90% bidding documents, then meet with WRC to review.
17. Incorporate WRC comments into the bidding documents.
18. Provide an engineer's opinion of probable construction costs.
19. Provide final (100%) bidding documents.

We have subcontracted with FK Engineering (FKE) to perform a geotechnical investigation. We propose FKE perform four soil borings, two at each site: one for the proposed potable water service and one in the driveway/parking lot. FKE will also complete a geotechnical evaluation and report.

Task 2 – Bidding

The bidding scope for each facility includes:

1. Issue Bid Advertisement or Invitation to Bid.
2. Conduct pre-bid meeting and issue meeting minutes (if required).
3. Respond to questions during the bidding period.
4. Prepare necessary addenda.
5. Attend bid opening.
6. Assist with review of the bids.
7. Provide evaluation of bids received.

Assumptions

The following assumptions were made in the formation of this proposal:

1. The project designs will be based on the September 2024 condition assessment report recommendations.
2. Sewer and water design will be in accordance with WRC and City of Farmington Hills standards.
3. Both projects will require an EGLE Part 41 permit, and TLS will require an EGLE Part 31 permit for work in the floodplain.
4. There will be no deep excavations at either site. Excessive groundwater removal is not anticipated, and EGLE Part 327 permit efforts are not included.
5. WRC will pay permitting fees and negotiate and acquire all necessary easements.
6. We will attend 1 meeting with City of Farmington Hills staff and 3 meetings with WRC staff during the design phase.
7. The City of Farmington Hills will require an administrative site plan review for each site.

8. Design of both sites will be concurrent, but bidding will be during two separate periods.
9. Our fee includes time for modifications to the TLS bidding documents based on information obtained during the DLS bidding phase and initial construction.

The following services are not currently anticipated and are not included in our fee. Work associated with these items can be completed by Fishbeck for an additional fee, upon request.

1. Easement negotiations.
2. Improvements to upgrade offsite roads, utilities, or other infrastructure.
3. Construction contract administration.
4. Construction inspection.

Professional Services Fees

Fishbeck proposes to perform the outlined scope of services for a lump sum fee of Four Hundred Forty-One Thousand Five Hundred Sixty-Nine Dollars (\$441,569) for both projects. The fee breakdown by task and role is attached.

Authorization

This work will be performed under the terms and conditions of existing Professional Service Contract No. 006490. If you concur with our scope of services, please provide written authorization.

If you have any questions or require additional information, please contact Joe at 734.888.8753 or jsiwek@fishbeck.com, or Maria at 248.324.1228 or mesedki@fishbeck.com.

Sincerely,



Joseph Siwek, PE, LEED AP
Senior Water and Wastewater Engineer



Maria E. Sedki, PE
Vice President/Senior Civil Engineer

Attachments
By email

Fishbeck Estimated Work Hours and Fees

Project Name: Drake & Thornbrook Pump Station Improvements

Project Location/Client: Farmington Hills, MI Oakland County WRC

Date: 1/14/2025

Prepared By: JCS

EOPCC \$ 2,535,400.00

Drake LS	QA/QC	PM/ Sr. Process Engineer	Electrical Engineer QA/QC	Sr. Electrical Engineer	Sr. Mech. Engineer	Sr. Structural Engineer	Architect	Environmental Engineer	Senior Estimator	Engineer	CAD	Survey Crew	Production Support	Total Hours	Labor Fee	Expenses	Totals
	Sedki	Siwek	JC	TD/MS	JH	CO	CF	TB	MA	JB	MISC	TBD	NC				
WRC FY25 Labor Rate	\$242.00	\$242.00	\$244.00	\$202.00	\$202.00	\$202.00	\$165.00	\$190.00	\$202.00	\$165.00	\$150.00	\$306.00	\$98.00				
Project Management and Meetings														80	\$ 16,414.00	\$ 150.00	\$ 16,564.00
Project Management		12												12	\$ 2,904.00		\$ 2,904.00
Kickoff Meeting		4		2	2		2			2				12	\$ 2,436.00	\$ 150.00	\$ 2,586.00
Progress Meetings (4 Meetings, 3 in-person milestone review meetings 1 remote)		14		6	6					10			4	40	\$ 7,854.00		\$ 7,854.00
Misc. Meetings		4		2	2	2	2	2		2				16	\$ 3,220.00		\$ 3,220.00
Field Surveys & Investigation														94	\$ 18,400.00	\$ 650.00	\$ 19,050.00
Pump Station 3D Scan		2								2	24	14		42	\$ 8,698.00	\$ 500.00	\$ 9,198.00
Topographical Survey										2	24	8		34	\$ 6,378.00		\$ 6,378.00
Field Check Preliminary Drawings										8				8	\$ 1,320.00		\$ 1,320.00
Environmental Assessment		2						8						10	\$ 2,004.00	\$ 150.00	\$ 2,154.00
Design Confirmation Memo														50	\$ 9,398.00	\$ -	\$ 9,398.00
Review Pipe-Flo Models		2								8				10	\$ 1,804.00		\$ 1,804.00
HVAC Sizing					6									6	\$ 1,212.00		\$ 1,212.00
Design Confirmation Memo	2	4	2	2	2	2	2	2	4	8			4	34	\$ 6,382.00		\$ 6,382.00
Construction Plans and Specs (60/90/100%)														862	\$ 151,982.00	\$ 300.00	\$ 152,282.00
Cover, Gen Notes & Standard Details (5 sheets)	2	4								8				14	\$ 2,772.00		\$ 2,772.00
Model														0	\$ -		\$ -
Architectural							8				4			12	\$ 1,920.00		\$ 1,920.00
Structural						2					24			26	\$ 4,004.00		\$ 4,004.00
Process		2								16				18	\$ 3,124.00		\$ 3,124.00
Mechanical					2						8			10	\$ 1,604.00		\$ 1,604.00
Electrical				2							8			10	\$ 1,604.00		\$ 1,604.00
Demo														0	\$ -		\$ -
Civil (1 sheet)		2								4				6	\$ 1,144.00		\$ 1,144.00
Architectural (2 sheets)							4				4			8	\$ 1,260.00		\$ 1,260.00
Structural (1 sheet)						4					2			6	\$ 1,108.00		\$ 1,108.00
Process (2 sheets)		2								6				8	\$ 1,474.00		\$ 1,474.00
Mechanical (2 sheets)					4						4			8	\$ 1,408.00		\$ 1,408.00
Electrical (2 sheets)				2							4			6	\$ 1,004.00		\$ 1,004.00
Design														0	\$ -		\$ -
Civil (3 sheets + Details)		16								64				80	\$ 14,432.00	\$ 50.00	\$ 14,482.00
Architectural (2 sheets + Details)							48							48	\$ 7,920.00	\$ 50.00	\$ 7,970.00
Structural (1 sheet+Details)						12					32			44	\$ 7,224.00	\$ 50.00	\$ 7,274.00
Process (3 sheets + Details)		16								64				80	\$ 14,432.00	\$ 50.00	\$ 14,482.00
Mechanical (3 sheets + Details)					40						64			104	\$ 17,680.00	\$ 50.00	\$ 17,730.00
Electrical (2 sheets + Details)				24							48			72	\$ 12,048.00	\$ 50.00	\$ 12,098.00
Specifications		8		16	16	12	12	8		16			24	112	\$ 19,316.00		\$ 19,316.00
QAQC														0	\$ -		\$ -
Level 1 Review	8	8	8	4	4	4	4			16	20		4	80	\$ 14,940.00		\$ 14,940.00
Level 2 Review	8	8	8	4	4	4	4			16	20		4	80	\$ 14,940.00		\$ 14,940.00
Cost Estimate	4	8	2						16					30	\$ 6,624.00		\$ 6,624.00
Permits														52	\$ 9,504.00	\$ -	\$ 9,504.00
EGLE		4								16				20	\$ 3,608.00		\$ 3,608.00
OCRC		4								8				12	\$ 2,288.00		\$ 2,288.00
City of Farmington Hills		4								16				20	\$ 3,608.00		\$ 3,608.00
Bidding														60	\$ 11,730.00	\$ 50.00	\$ 11,780.00
Prebid Meeting		4			2	2	2			4				8	\$ 1,628.00	\$ 50.00	\$ 1,678.00
RFI's		4		2	2	2	2			8				20	\$ 3,830.00		\$ 3,830.00
Addenda		4		2	2	2	2			8				20	\$ 3,830.00		\$ 3,830.00
Bid Opening		2												2	\$ 484.00		\$ 484.00
Bid Review and Recommendation		4								6				10	\$ 1,958.00		\$ 1,958.00
Total Hours	24	148	20	68	92	46	90	20	20	318	290	22	40	1198	\$ 217,428.00	\$ 1,150.00	\$ 218,578.00
Subconsultants														0	\$ 3,987.50	\$ -	\$ 3,987.50
Geotechnical Investigation														0	\$ 3,625.00		\$ 3,625.00
Markup (10%)														0	\$ 362.50		\$ 362.50
Total Fee															\$ 221,415.50	\$ 1,150.00	\$ 222,565.50

Fishbeck Estimated Work Hours and Fees

Project Name: Drake & Thornbrook Pump Station Improvements

Project Location/Client: Farmington Hills, MI Oakland County WRC

Date: 1/14/2025

Prepared By: JCS

EOPCC \$ 2,664,165.00

Thornbrook LS	QA/QC	PM/ Sr. Process Engineer	Electrical Engineer QA/QC	Sr. Electrical Engineer	Sr. Mech. Engineer	Sr. Structural Engineer	Architect	Environmental Engineer	Senior Estimator	Engineer	CAD	Survey Crew	Production Support	Total Hours	Labor Fee	Expenses	Totals
	Sedki	Siwek	JC	TD/MS	JH	CO	CF	TB	MA	JB	MISC	TBD	NC				
WRC FY26 Labor Rate	\$252.00	\$252.00	\$254.00	\$211.00	\$211.00	\$211.00	\$172.00	\$198.00	\$211.00	\$172.00	\$156.00	\$319.00	\$102.00				
Project Management and Meetings	29													85	\$ 17,620.00	\$ 150.00	\$ 17,770.00
Project Management		12											4	16	\$ 3,432.00		\$ 3,432.00
Kickoff Meeting		4		2	2		2			2			1	13	\$ 2,642.00	\$ 150.00	\$ 2,792.00
Progress Meetings (4 Meetings, 3 in-person milestone review meetings 1 remote)		14		6	6					10			4	40	\$ 8,188.00		\$ 8,188.00
Misc. Meetings		4		2	2	2	2	2		2				16	\$ 3,358.00		\$ 3,358.00
Field Surveys & Investigation														92	\$ 18,658.00	\$ 650.00	\$ 19,308.00
Pump Station 3D Scan		2								2	24	14		42	\$ 9,058.00	\$ 500.00	\$ 9,558.00
Topographical Survey										2	24	8		34	\$ 6,640.00		\$ 6,640.00
Field Check Preliminary Drawings										8				8	\$ 1,376.00		\$ 1,376.00
Environmental Assessment								8						8	\$ 1,584.00	\$ 150.00	\$ 1,734.00
Design Confirmation Memo														48	\$ 9,596.00	\$ -	\$ 9,596.00
Review Pipe-Flo Models		2								8				10	\$ 1,880.00		\$ 1,880.00
HVAC Sizing					6									6	\$ 1,266.00		\$ 1,266.00
Design Confirmation Memo	2	4	2	2	2	2	2	2	4	8			2	32	\$ 6,450.00		\$ 6,450.00
Construction Plans and Specs (60/90/100%)														802	\$ 146,708.00	\$ 300.00	\$ 147,008.00
Cover, Gen Notes & Standard Details (5 sheets)	2	4								8				14	\$ 2,888.00		\$ 2,888.00
Model														0	\$ -		\$ -
Architectural							8							8	\$ 1,376.00		\$ 1,376.00
Structural						2					24			26	\$ 4,166.00		\$ 4,166.00
Process		2								16				18	\$ 3,256.00		\$ 3,256.00
Mechanical					2						8			10	\$ 1,670.00		\$ 1,670.00
Electrical				2							8			10	\$ 1,670.00		\$ 1,670.00
Demo														0	\$ -		\$ -
Civil (1 sheet)		2								4				6	\$ 1,192.00		\$ 1,192.00
Architectural (2 sheets)							4							4	\$ 688.00		\$ 688.00
Structural (1 sheet)						4					2			6	\$ 1,156.00		\$ 1,156.00
Process (2 sheets)		2								6				8	\$ 1,536.00		\$ 1,536.00
Mechanical (2 sheets)					4						4			8	\$ 1,468.00		\$ 1,468.00
Electrical (2 sheets)				2							4			6	\$ 1,046.00		\$ 1,046.00
Design														0	\$ -		\$ -
Civil (3 sheets + Details)		16								64				80	\$ 15,040.00	\$ 50.00	\$ 15,090.00
Architectural (2 sheets + Details)							48							48	\$ 8,256.00	\$ 50.00	\$ 8,306.00
Structural (1 sheet+Details)						12					32			44	\$ 7,524.00	\$ 50.00	\$ 7,574.00
Process (3 sheets + Details)		16								64				80	\$ 15,040.00	\$ 50.00	\$ 15,090.00
Mechanical (3 sheets + Details)					40						64			104	\$ 18,424.00	\$ 50.00	\$ 18,474.00
Electrical (2 sheets + Details)				24							48			72	\$ 12,552.00	\$ 50.00	\$ 12,602.00
Specifications		8		16	16	12	12	4		16			24	108	\$ 19,356.00		\$ 19,356.00
QAQC														0	\$ -		\$ -
Level 1 Review	4	4	4	4	4	4	4			8	20			56	\$ 10,748.00		\$ 10,748.00
Level 2 Review	4	4	4	4	4	4	4			8	20			56	\$ 10,748.00		\$ 10,748.00
Cost Estimate	4	8	2						16					30	\$ 6,908.00		\$ 6,908.00
Permits														52	\$ 9,904.00	\$ -	\$ 9,904.00
EGLE		4								16				20	\$ 3,760.00		\$ 3,760.00
OCRC		4								8				12	\$ 2,384.00		\$ 2,384.00
City of Farmington Hills		4								16				20	\$ 3,760.00		\$ 3,760.00
Bidding														56	\$ 11,380.00	\$ 50.00	\$ 11,430.00
Prebid Meeting		4			2	2	2			4				8	\$ 1,696.00	\$ 50.00	\$ 1,746.00
RFI's		4		2	2	2	2			8				20	\$ 3,994.00		\$ 3,994.00
Addenda		4		2	2	2	2			8				20	\$ 3,994.00		\$ 3,994.00
Bid Opening														0	\$ -		\$ -
Bid Review and Recommendation		4								4				8	\$ 1,696.00		\$ 1,696.00
Total Hours	16	136	12	68	92	46	90	16	20	300	282	51	35	1135	\$ 213,866.00	\$ 1,150.00	\$ 215,016.00
Subconsultants														0	\$ 3,987.50	\$ -	\$ 3,987.50
Geotechnical Investigation														0	\$ 3,625.00		\$ 3,625.00
Markup (10%)														0	\$ 362.50		\$ 362.50
Total Fee															\$ 217,853.50	\$ 1,150.00	\$ 219,003.50

Drake Pump Station Rehabilitation Project
ESTIMATE OF TOTAL PROJECT COSTS
REVISED: 01/13/25

	Project Costs
1) Facility Acquisition	
a Construction Cost	\$ -
Subtotal Facility Acquisition	\$ -
2) Engineering Consultants	
a Prelim. Engineering (Study) and Design Phase Services	\$ 222,566
b Construction Phase Services Incl. Materials Testing	\$ -
c Scheduling Consultant	\$ -
d Additional Special Services	\$ -
Subtotal Engineering Consultants	\$ 223,000
3) Project Financing & Legal	
a Project Insurance	\$ -
b Bond Issuance (Legal)	\$ -
c Bond Issuance (Financial Consultant)	\$ -
d Wetland Mitigation	\$ -
Subtotal Project Financing & Legal	\$ -
3) Right of Way	
a Easement Fees	\$ -
b Legal Fees	\$ -
c Permits	\$ -
d County Services	\$ 6,434
Subtotal Right of Way	\$ 6,000
4) Exclusive County Services	
a Administration	\$ -
b Engineering	\$ 57,931
c Inspection	\$ -
d Survey	\$ 6,099
e O&M Startup	\$ -
Subtotal Exclusive County Services	\$ 64,000
8) Project Subtotal	\$ 293,000
9) Project Contingency (10%)	\$ 29,000
10) Total Project Cost	\$ 322,000

I hereby certify the period of usefulness of these facilities to be 20 years and upwards.

By: Scott Schultz
Scott Schultz
Project Engineer

By: Joel Brown
Joel Brown, P.E.
Chief Engineer

Thornbrook Pump Station Rehabilitation Project
ESTIMATE OF TOTAL PROJECT COSTS
REVISED: 01/13/25

	Project Costs
1) Facility Acquisition	
a Construction Cost	\$ -
Subtotal Facility Acquisition	\$ -
2) Engineering Consultants	
a Prelim. Engineering (Study) and Design Phase Services	\$ 219,004
b Construction Phase Services Incl. Materials Testing	\$ -
c Scheduling Consultant	\$ -
d Additional Special Services	\$ -
Subtotal Engineering Consultants	\$ 219,000
3) Project Financing & Legal	
a Project Insurance	\$ -
b Bond Issuance (Legal)	\$ -
c Bond Issuance (Financial Consultant)	\$ -
d Wetland Mitigation	\$ -
Subtotal Project Financing & Legal	\$ -
3) Right of Way	
a Easement Fees	\$ -
b Legal Fees	\$ -
c Permits	\$ -
d County Services	\$ 6,434
Subtotal Right of Way	\$ 6,000
4) Exclusive County Services	
a Administration	\$ -
b Engineering	\$ 60,165
c Inspection	\$ -
d Survey	\$ 6,099
e O&M Startup	\$ -
Subtotal Exclusive County Services	\$ 66,000
8) Project Subtotal	\$ 291,000
9) Project Contingency (10%)	\$ 29,000
10) Total Project Cost	\$ 320,000

I hereby certify the period of usefulness of these facilities to be 20 years and upwards.

By: Scott Schultz
Scott Schultz
Project Engineer

By: Joel Brown
Joel Brown, P.E.
Chief Engineer

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

Construction Estimate No. 34

December 1, 2024 to Dec 31, 2024

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

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

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

Original Contract Amount: \$0.00

Previous Change Order Numbers: CO Nos. 1 through 9. \$50,512,444.14

Change Orders This Estimate Number: \$0.00

Total Net Change Orders: \$50,512,444.14

Adjusted Contract Amount: \$50,512,444.14

Subtotal To Date: (Sheet 2 of 3 Column 7) \$30,082,958.92

Less Deductions to Date: (Sheet 2 of 3 Column 7) \$0.00

Gross Estimate: (Work in Place) 59.56% \$30,082,958.92

Less Amount Reserved: (5% of Adjusted Contract Amount) \$2,525,622.21

Total Amount Allowed To Date: \$27,557,336.71

Less Previous Estimates: \$26,023,304.91

Net Payment Request To Be Paid To Contractor: \$1,534,031.80

Reserve Payment to Contractor \$0.00

Balance of Contract To Date ☒ \$20,429,485.22 Accounting Auditor: *BCR* 1/3/2025

Less Previous Transfers To Reserve: \$2,525,622.21

Amount of Current Transfer: \$0.00

Prepared by: *Lawrence Gilbert*
Lawrence Gilbert, P.E. - NTH Consultants

Date: 1/3/2025

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

Date: 1/3/2025

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

Date: 1-3-2025

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

Date: 1/14/2025

Approved by Board on: _____

JIM NASH

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

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

Construction Estimate No. 10

9-21-2024 to 12-12-2024

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

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

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

Original Contract Amount: \$2,318,504.20

Previous Change Order Number (CO #1, 2 & 3): \$76,719.05

Change Orders This Estimate:

Total Net Change Orders: \$76,719.05

Adjusted Contract Amount: \$2,395,223.25

Subtotal To Date: \$2,289,677.95

Less Deductions to Date: \$0.00

Gross Estimate: (Work in Place) 95.59% \$2,289,677.95

Less Amount Reserved: (5% of Adjusted Contract Amount) \$119,761.16

Total Amount Allowed To Date: \$2,169,916.79

Less Previous Estimates: \$2,119,862.22

Net Payment Request To Be Paid To Contractor: \$50,054.57

Reserve Payment to Contractor \$0.00

Balance of Contract To Date ☒ \$105,545.30 Accounting Auditor: *BER* 1/14/2025

Less Previous Transfers To Reserve: \$119,761.16

Amount of Current Transfer: \$0.00

Prepared by: *Evangelos Bantios*
Evangelos Bantios, P.E. - Project Engineer

Date: 1-17-2025

Recommended by: *John Bergsma*
John Bergsma, P.E. - Consulting Engineer

Date: 1-16-2025

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

Date: 1/23/2025

Approved by Board on: _____

Jim Nash, Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drain Drainage District
For Design and Construction of the Southfield Sewer Lining Project
Southfield
Oakland County, Michigan

Construction Estimate No. 2

December 1, 2024 to January 7, 2025

Department No.: 6010101
Fund No.: 82410
Project No.: PRJ-17455

Account No.: 730352
Program No.: 149125
Activity: ENGCON
Vendor No. 41132
Contract No.: 11156
Date of Contract: 9/24/2024
Completion Date: 12/20/2025

Contractor:
SAK Construction
864 Hoff Road
O'Fallon, MO 63366

Original Contract Amount: \$7,387,461.00

Previous Change Order Numbers (none): \$0.00

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

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$7,387,461.00

Subtotal To Date: (Sheet 2 of 2 Column 7) \$110,607.57

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

Gross Estimate: (Work in Place) 1.50% \$110,607.57

Less Amount Reserved: (10% of Gross Estimate) \$11,060.76

Total Amount Allowed To Date: \$99,546.81

Less Previous Estimates: \$57,699.50

Net Payment Request To Be Paid To Contractor: \$41,847.32

Reserve Payment to Contractor \$0.00

Balance of Contract To Date ✓ \$7,276,853.43 Accounting Auditor: *BCR* 1/16/2025

Less Previous Transfers To Reserve: \$6,411.06

Amount of Current Transfer: \$4,649.70

Prepared by: *Scott Schultz*
Scott Schultz - Project Engineer

Date: 1/16/25

Recommended by: *Maria Sedki*
Maria Sedki, P.E. - Consulting Engineer

Date: 1/17/2025

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

Date: 1/17/2025

Approved by Board on: _____

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Handwritten: H for Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Approval of Invoices

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

Payable To	Ref No.	For	Amount
ADS LLC	SINV00310810	Inv# 35801-0924-I-R1 - Contracted Services - Proj #17439	3,300.00
ADS LLC	SINV00310815	Inv# 35801-1024-I - Contracted Services - Proj #17439	305.00
Dickinson Wright PLLC	SINV00310727	Inv# 1930642 - Contracted Services - Proj #17439	1,224.50
Dickinson Wright PLLC	SINV00310728	Inv# 1966112 - Contracted Services - Proj #17439	1,408.00
Subtotal - Project #17439			6,237.50
Aurora Landscape Design and Appraisal	SINV00315703	Inv# 2893 - Proj #17455 - Contracted Services	1,050.00
Fishbeck	SINV00311719	Inv# 446135 - Proj #17455 - Engineering Services	1,210.00
Subtotal - Project #17455			2,260.00
DLZ Michigan Inc	SINV00310838	Inv# 000402665 - Proj #17458 - Engineering Services	10,545.25
Subtotal - Project #17458			10,545.25
Applied Science Inc	SINV00310835	Inv# 9008 - Proj #17542 - Contracted Services	7,384.00
D Angelo Brothers	SINV00310837	Inv# 114524-03 - Proj #17542 - Contracted Services	16,128.26
Subtotal - Project #17542			23,512.26
Applied Science Inc	SINV00310835	Inv# 9008 - Proj #17543 - Contracted Services	2,123.50
Subtotal - Project #17543			2,123.50
DLZ Michigan Inc	SINV00309809	Inv# 000402524 - Proj #17554 - Engineering Services	7,826.82
Subtotal - Project #17554			7,826.82
DLZ Michigan Inc	SINV00309807	Inv# 000402523 - Proj #17555 - Engineering Services	11,282.12
Subtotal - Project #17555			11,282.12
ADS LLC	SINV00310725	Inv# 35801-0924-A - Contracted Services	50,529.00
ADS LLC	SINV00310810	Inv# 35801-0924-I-R1 - Contracted Services	19,800.00
ADS LLC	SINV00310815	Inv# 35801-1024-I - Contracted Services	1,830.00
ADS LLC	SINV00310826	Inv# 35801-0924-K - Contracted Services	4,725.00
ADS LLC	SINV00310829	Inv# 35801-1024-A - Contracted Services	51,275.00
ADS LLC	SINV00310832	Inv# 35801-1024-K - Contracted Services	4,725.00
Kotz Sangster Wysocki PC	SINV00310841	Inv# 615592 - Legal Services	2,865.00
Kotz Sangster Wysocki PC	SINV00315704	Inv# 616173 - Legal Services	15,595.00
Pipeline Management Company LLC	SINV00307400	Inv# 24-02048 - Contracted Services	63,791.50
Subtotal			215,135.50
Total			278,922.95

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

HP for Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Approval of Invoices

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

Payable To	Ref No.	For	Amount
Hubbell Roth and Clark Inc	SINV00308136	Inv# 0222480 - Engineering Services - PRJ-17450	2,170.92
Hubbell Roth and Clark Inc	SINV00308139	Inv# 0222481 - Engineering Services - PRJ-17450	1,432.74
ICS Integration Services LLC	SINV00311258	Inv# 3158 - Prof Svc-Consultant - PRJ-17450	12,500.00
		Subtotal - Project #17450	16,103.66
Fishbeck	SINV00308228	Inv# 445591 - Engineering Services - PRJ-17452	23,743.81
Fishbeck	SINV00311723	Inv# 446903 - Engineering Services - PRJ-17452	14,535.50
Neyer Tiseo & Hindo Ltd	SINV00308230	Inv# 637763 - Engineering Services - PRJ-17452	14,912.49
Neyer Tiseo & Hindo Ltd	SINV00311724	Inv# 638009 - Engineering Services - PRJ-17452	11,358.47
PMA Consultants LLC	SINV00315285	Inv# 04582.00-1.0-24 - Professional Services - PRJ-17452	1,626.00
		Subtotal - Project #17452	66,176.27
		Total	82,279.93

7. Nelson Drain

AGENDA

DRAINAGE BOARD FOR THE NELSON DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of August 27, 2024
3. Public Comments
4. Present Memorandum from Jeffrey Parrott, Supervisor, Right of Way, dated January 28, 2025, requesting the Board authorize the Chairperson to sign documents necessary to accommodate the City of Troy's proposed Rochester Road improvement project
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 27, 2024

A meeting of the Drainage Board for the Nelson Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27th day of August 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

Minutes of the meeting held November 15, 2022, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$45,381 for the Nelson Drain (as attached) were presented. It was moved by Woodward, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$45,381 as presented.

ADOPTED: Yeas - 2
Nays - 0

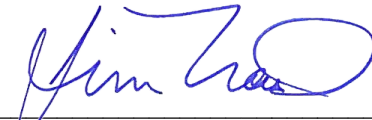
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,969.25 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,969.25.

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.

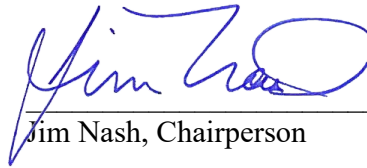


Jim Nash, Chairperson

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 for the Nelson Drain, Oakland County, Michigan, held on 27th day of August 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: August 27, 2024

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson of the Nelson Drain Drainage District

FROM: Jeffrey Parrott, Supervisor, Right of Way

SUBJECT: City of Troy – Rochester Road Improvement Project Permanent Easement Request

DATE: January 28, 2025

The City of Troy is requesting a permanent easement for public utilities within Nelson Drain property associated with an upcoming project to improve Rochester Road in the City of Troy. Staff have no objection to the district granting this easement.

Attached is the proposed permanent easement and good faith offer letter for your review.

Requested Action: Authorize the chairperson to sign documents necessary to accommodate the City of Troy's proposed Rochester Road improvement project.

PERMANENT EASEMENT
FOR PUBLIC UTILITIES AND
PUBLIC SERVICE FACILITIES

Sidwell #88-20-11-301-018
Resolution #

Oakland County Drain Commission and Nelson Drainage District, a Statutory Corporation whose address is One Public Works Drive, Waterford, MI 48328 for and in consideration of the sum of: Eight Thousand, Seven Hundred and no/100 Dollar (\$8,700) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **public utilities and public service facilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair, grading and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s)
this _____ day of _____, 2025.

_____(L.S.)
*

_____(L.S.)
*

STATE OF MICHIGAN)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____.

*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Patricia Petitto, SR/WA, RW-RAC
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

1/23/2023 4:30 PM

V:\201607\20160715\F\Property\Easements\20160715_Parcel84_20160715.dwg

Piggott, Robert

UTILITY EASEMENT

EXHIBIT "A"
PARCEL 84

DESCRIPTION TAKEN FROM OAKLAND COUNTY RECORDS.

PARENT PROPERTY DESCRIPTION
PARCEL ID: 20-11-301-018

PART OF SOUTHWEST 1/4 OF SECTION 11, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS LOTS 1 AND 2 EXCEPT THE WEST 15 FEET TAKEN FOR ROCHESTER ROAD;ALSO LOTS 3 TO 6 INCLUSIVE EXCEPT THE WEST 265 FEET OF SAID LOTS ALL IN "GOLF STREAM SUB" AS RECORDED IN LIBER 49, PAGE 57 OAKLAND COUNTY RECORDS; ALSO THE NORTH 165 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER EXCEPT THE WEST 75 FEET TAKEN FOR ROCHESTER ROAD.


SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

DESCRIPTION OF UTILITY EASEMENT

THE WEST 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF SOUTHWEST 1/4 OF SECTION 11, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS THE NORTH 165 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER EXCEPT THE WEST 75 FEET TAKEN FOR ROCHESTER ROAD.

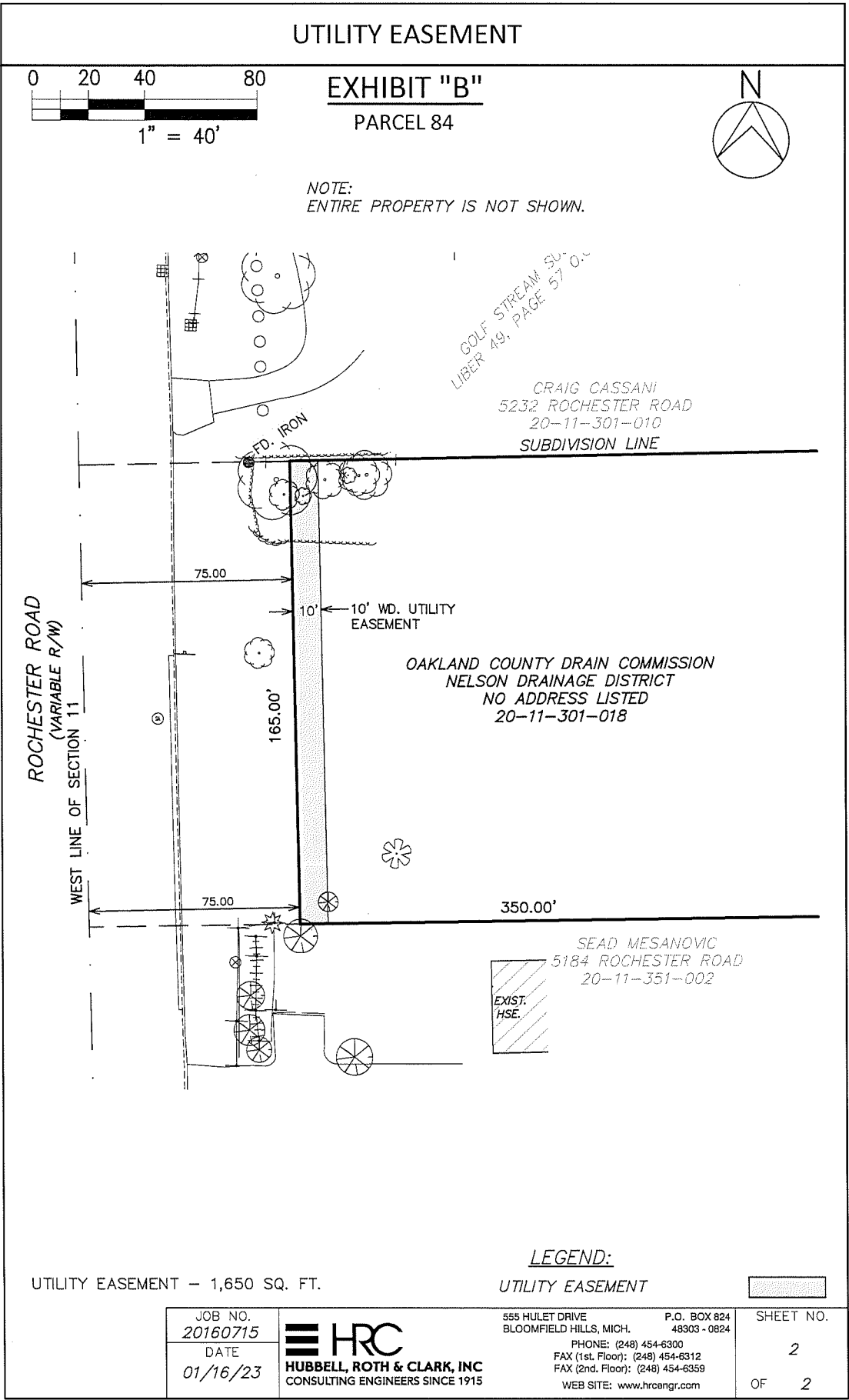
CONTAINS 1,650 SQUARE FEET.

JOB NO. 20160715	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303 - 0824 PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com	SHEET NO. 1 OF 2
DATE 01/16/23			

1/23/2023 4:30 PM

v:\201607\20160715\F\Property\Easements\20160715_Parcel84_2011301018.dwg

Piggott, Robert





500 West Big Beaver
Troy, MI 48084
troymi.gov

Engineering
248-524-3383

December 30, 2024

Oakland County Drain Commission
Nelson Drainage District
One Public Works Drive
Waterford, MI 48328

RE: Rochester Road, Barclay to Trinway
Project #02.206.5
Sidwell #88-20-11-301-018

Dear Property Owner(s),

The City of Troy has an upcoming project along Rochester Road, Project #02.206.5, and has reviewed your property as it relates to the needs of the project. The City of Troy has determined that it is necessary to acquire a permanent public utility easement as described in the attached conveyance document.

The City of Troy is authorized to acquire the Permanent Easement for Utilities and Public Service Facilities by purchase or condemnation. In accordance with state laws and federal regulations governing the acquisition of property by local public agencies, this letter is the City's Good Faith Offer.

The City of Troy has established just compensation for the property rights to be acquired. This Good Faith Offer is based upon the valuation set forth in the enclosed Appraisal. This report is to be considered part of this Good Faith Offer. It outlines the items for which you are entitled to be paid, based on the facts known at this time, along with the state of the market and condition of the property as the date of the valuation.

The City of Troy makes a cash offer of Eight Thousand, Seven Hundred and no/100 Dollars (\$8,700) for the purchase of a Permanent Easement for Utilities and Public Service Facilities. Please have the appropriate representative(s) sign the enclosed easement and have their signatures notarized. Total payment of \$8,700 is to be made by check. Please note that this offer is valid only until January 30, 2025, after which time the City of Troy may pursue a condemnation case if we have not reached an agreement.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. The City of Troy will review the items you identify and will respond accordingly if any changes will be made to its Good Faith Offer. We are also available to discuss this offer with you and answer any questions you may have related to this Good Faith Offer and the Eminent Domain process.

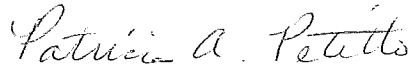
This Good Faith Offer is for the property rights for all individuals and entities that may have a property interest in the parcel. If there is more than one person or entity with an interest in the property, you can decide amongst yourselves how to divide the amount the City is offering you, or you can request a court to decide.

Please note that as part of this offer, the City of Troy reserves the right to bring federal or state cost recovery actions against you (the present owners) and/or any other potentially responsible parties relating to any release of hazardous substances on the property. If you have any questions regarding this provision, please let us know.

If you are willing to accept this Good Faith Offer and, also agree to the terms and conditions set forth in the enclosed conveyance documents, please follow the execution directions on each document. Please return the executed document to my attention.

If you have any questions regarding this offer, please contact me at (248) 524-1354 or by email at Pat.Petitto@troymi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Patricia A. Petitto".

Patricia A. Petitto, SR/WA, R/W-RAC
Right of Way Consultant

Attachments (2)

1/23/2023 4:30 PM

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Piggott, Robert

UTILITY EASEMENT

EXHIBIT "A" PARCEL 84

DESCRIPTION TAKEN FROM OAKLAND COUNTY RECORDS.

PARENT PROPERTY DESCRIPTION

PARCEL ID: 20-11-301-018

PART OF SOUTHWEST 1/4 OF SECTION 11, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS LOTS 1 AND 2 EXCEPT THE WEST 15 FEET TAKEN FOR ROCHESTER ROAD; ALSO LOTS 3 TO 6 INCLUSIVE EXCEPT THE WEST 265 FEET OF SAID LOTS ALL IN "GOLF STREAM SUB" AS RECORDED IN LIBER 49, PAGE 57 OAKLAND COUNTY RECORDS; ALSO THE NORTH 165 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER EXCEPT THE WEST 75 FEET TAKEN FOR ROCHESTER ROAD.


SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

DESCRIPTION OF UTILITY EASEMENT

THE WEST 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF SOUTHWEST 1/4 OF SECTION 11, T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS THE NORTH 165 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER EXCEPT THE WEST 75 FEET TAKEN FOR ROCHESTER ROAD.

CONTAINS 1,650 SQUARE FEET.

JOB NO. 20160715	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303 - 0824 PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: www.hrcengr.com	SHEET NO.
DATE 01/16/23			1 OF 2

1/23/2023 4:30 PM

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Piggott, Robert

UTILITY EASEMENT

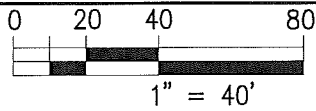
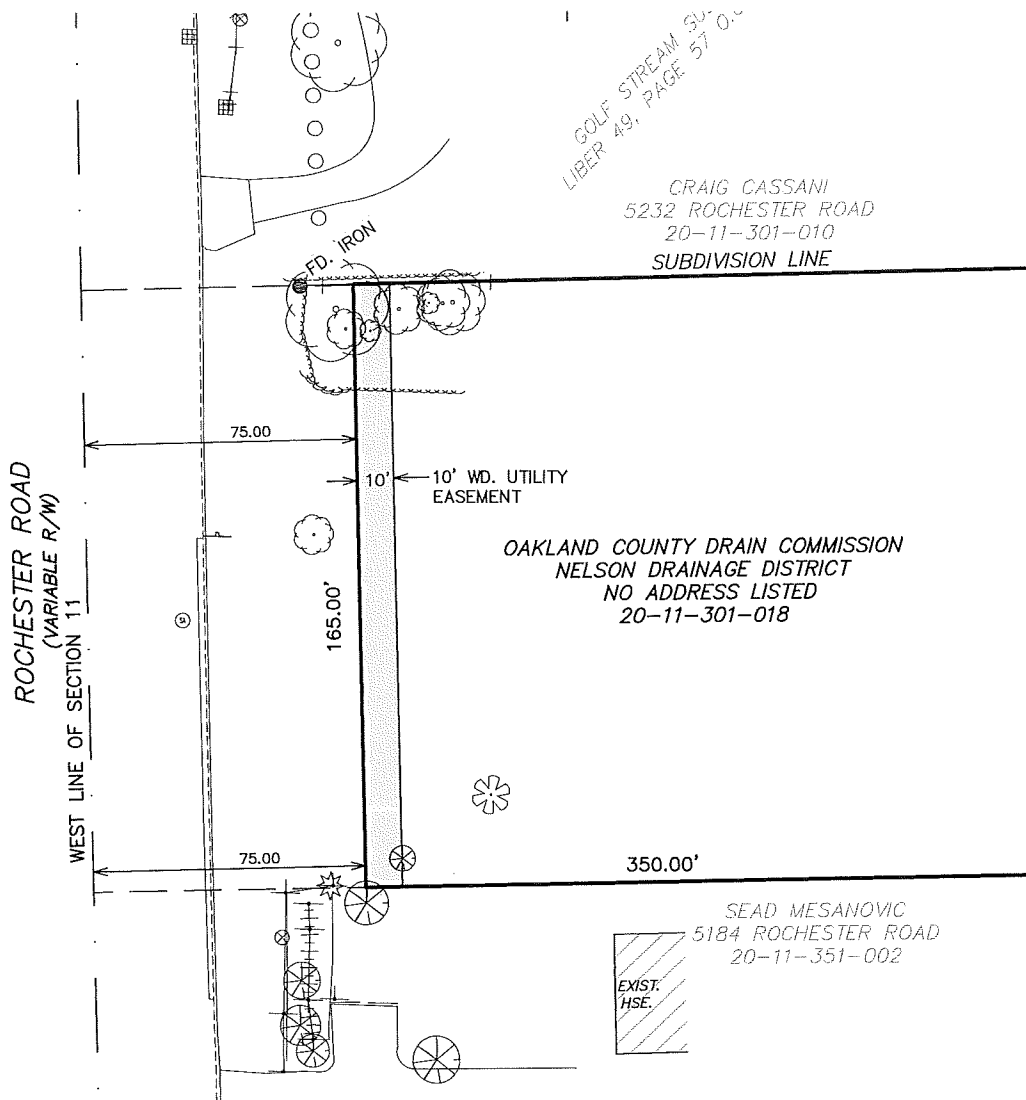


EXHIBIT "B"

PARCEL 84



NOTE:
ENTIRE PROPERTY IS NOT SHOWN.



LEGEND:

UTILITY EASEMENT - 1,650 SQ. FT.

UTILITY EASEMENT

SHEET NO.

JOB NO.
20160715
DATE
01/16/23

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: www.hrcengr.com

2
OF 2

8. Pontiac Clinton River #1 Drain

AGENDA

DRAINAGE BOARD FOR THE PONTIAC CLINTON RIVER NO. 1 DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of October 22, 2024
3. Public Comments
4. Present Memorandum from Jeffrey Parrott, Supervisor, Right of Way, dated January 28, 2025, requesting the Board authorize the Chairperson to sign documents necessary to provide access to Michigan Bell's gated parking lot
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$3,044.58
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE PONTIAC CLINTON RIVER NO. 1 DRAIN**

October 22, 2024

A meeting of the Drainage Board for the Pontiac Clinton River No. 1 Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22nd day of October 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held August 27, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

A memorandum from Geoff Wilson, P.E., Chief Engineer, dated October 22, 2024, requesting the Board award the contract to Pamar Enterprises, contingent upon staff review of all documentation, bonds, and insurance, for the as-bid amount of \$611,258.52, amend the total HRC engineering services budget to \$117,000, and approve the proposed budget of \$878,347 was presented. It was moved by Markham, supported by Woodward, to award the contract to Pamar Enterprises, contingent upon staff review of all documentation, bonds, and insurance, for the as-bid amount of \$611,258.52, amend the total HRC engineering services budget to \$117,000, and approve the proposed budget of \$878,347 as presented.

ADOPTED: Yeas - 3
Nays - 0

A Project Assessment Recommendation for the Pontiac Clinton River No. 1 Drain in the 78,347 was presented. It was moved by Markham, supported by Woodward, to approve the Project Assessment Recommendation in the amount of \$78,347 as presented.

ADOPTED: Yeas - 3
Nays - 0

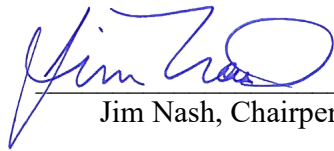
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,990.96 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,990.96.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

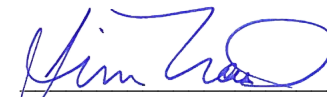


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Pontiac Clinton River No. 1 Drain, Oakland County, Michigan, held on the 22nd day of October 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Pontiac Clinton River No. 1 Drain Drainage District.



Jim Nash, Chairperson

Dated: October 22, 2024

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson of the Pontiac Clinton River No. 1 Drain Drainage District

FROM: Jeffrey Parrott, Supervisor, Right of Way

SUBJECT: Michigan Bell Telephone Company LLC – Augusta Drain - 2024 ARPA
Improvement Project Temporary Access Agreement

DATE: January 28, 2025

In order to make improvements to the drain, staff is requesting access to Michigan Bell's gated parking lot on Huron Street in the City of Pontiac. Michigan Bell is requesting a temporary access agreement to allow this access. Staff has no objection to the district signing the agreement once it is finalized and approved by legal staff.

Attached is the proposed access agreement and map for your review.

Requested Action: Authorize the chairperson to sign documents necessary to provide access to Michigan Bell's gated parking lot.

TEMPORARY USE/INGRESS AND EGRESS AGREEMENT FOR CONSTRUCTION PURPOSES

RE: Pontiac Clinton River No. 1 Drain Rehabilitation

TO WHOM IT MAY CONCERN:

Michigan Bell Telephone Company, LLC successor by conversion of Michigan Bell Telephone Company (the "Owner") owns of Property located at

Address: 54 N Mill Street, Pontiac, MI 48642

Sidwell#: 14-29-436-022 (the "Property")

By signing this Temporary Use/Ingress and Egress Agreement for Construction Purposes ("Agreement"), the Owner hereby grants permission to the ***Pontiac Clinton River No. 1 Drain Drainage District*** its representatives, and/or its contractor(s) (***PCRDDD***), to enter upon the Property for the purpose of ingress and egress for rehabilitation of a portion of the existing storm drainage systems, located within or adjacent to the Property.

Ingress and egress shall be allowed over the Property in the locations as shown on attached map. The use of the Property is for this limited use and for no other purpose. PCRDDD's use of the Property is a non-exclusive right. Owner reserves the right to terminate PCRDDD's ingress and egress at any time by providing five-day written notice to PCRDDD. PCRDDD or its employees, contractor's agents and such persons as Owner may authorize or designate permission to enter and use of the Property in any manner whatsoever. Further, upon completion of the project **PCRDDD** shall reasonably restore any areas disturbed by **PCRDDD** to the condition existing at the time of execution of this Agreement prior to performing rehabilitation including as follows:

- 1) All established lawn areas that are damaged due to PCRDDD use of the Property pursuant to this Agreement for the rehabilitation shall be restored with topsoil, seed and mulch.
- 2) Any portion of the existing drive or parking lot damaged due to PCRDDD use of the Property pursuant to this Agreement for the rehabilitation or construction will be repaired and restored with like materials and matching thickness.
- 3) Trees and/or landscaping, if any, damaged due to PCRDDD use of the Property pursuant to this Agreement for the rehabilitation or construction shall be restored with standard nursery stock of like or similar species being 6'-8' tall coniferous species and/or 2 ½ inch diameter deciduous species.
- 4) Access to the Property pursuant to this Agreement is conditioned upon PCRDDD's selected contractor's submission and Owner's approval of a tentative construction schedule, including hours of operation, along with a copy of the safety protocols established by the selected contractor. Submission of the construction schedule shall be provided to _____ at _____. Owner shall review and respond to the tentative construction schedule within 3 business days of submission.
- 5) PCRDDD accepts the Property in its AS IS condition. PCRDDD acknowledges and agrees that neither Owner nor any agent of Owner has made any representation or

warranty regarding the condition of the Property, including but not limited to the parking area, or with respect to the suitability of any of the Property for PCRDDD use. All activities by PCRDDD and its invitees, will be at its sole risk.

- 6) To the extent permitted under Michigan Law, and notwithstanding any existing rights, duties, or obligations granted to PCRDDD for the Pontiac Clinton River No. 1 Drain, during the term of this Agreement, PCRDDD shall defend, indemnify and save harmless Owner, its agents, and successors, against all claims, liabilities, losses, fines, penalties, damages, costs and expenses caused by any action or omission of PCRDDD or its employees, contractors, representatives or invitees while exercising the ingress and egress rights granted to PCRDDD pursuant to and during the term of this Agreement.
- 7) PCRDDD will operate on the following schedule and timeline:

Owner:
Michigan Bell Telephone Company, LLC

By: _____

It's: _____

Grantee:
Pontiac Clinton River No. 1 Drain Drainage District, acting through its Drainage Board

By: Jim Nash
It's: Chairperson



MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the PONTIAC CLINTON RIVER # 1 DRAIN (Construction)

FROM: Shawn Phleps, Chief of Fiscal Services
OCWRC Accounting

HP for Shawn Phleps

DATE: January 28, 2025

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

Payable to	Ref No.	For	Amount
Hubbell, Roth & Clark, Inc	SINV00310909	Invoice # 0222587 - Engineering Services - 11/09/24 - Proj 1-7559	\$ 2,305.99
Hubbell, Roth & Clark, Inc	SINV00311732	Invoice # 0221649 - Engineering Services - 10/12/24 - Proj 1-7559	738.59
		Total Project 1-7559	3,044.58
		Total Project 1-7559	\$ 3,044.58

9. Augusta Drain

AGENDA

DRAINAGE BOARD FOR THE AUGUSTA DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present Construction Estimate No. 6 for T.R. Pieprzak Co., Inc., for Construction of the Augusta Drain Norton Street Innovation Project in the amount of \$68,821.05
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,531.39
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

December 17, 2024

A meeting of the Drainage Board for the Augusta Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

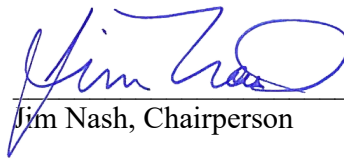
Construction Estimate No. 5 for T.R. Pieprzak Co., Inc., for Construction of the Augusta Drain Norton Street Innovation Project in the amount of \$120,803.91 with a transfer to the Oakland County Treasurer in the amount of \$2,098.69 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 5 for T.R. Pieprzak Co., Inc., for Construction of the Augusta Drain Norton Street Innovation Project in the amount of \$120,803.91 with a transfer to the Oakland County Treasurer in the amount of \$2,098.69 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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.




Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Augusta Drain, Oakland County, Michigan, held on the 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

Jim Nash, Oakland County Water Resources Commissioner
Augusta Drain Drainage District
For Construction of the Augusta Drain Norton Street Innovation Project
City of Pontiac
Oakland County, Michigan

Construction Estimate No.:	6 ✓	12/1/2024 thru 12/31/2024 ✓	
Department No.:	6010101	Account No.:	730373
Fund No.:	FND82495	Program No.:	149015
Project No.:	PRJ-17215	Activity:	STD
		Vendor No.:	41244
		Purchase No.:	PO00065969
Contractor:	T.R. Pieprzak Co., Inc.	Contract No.:	CON00011041
	6267 St. Clair Highway	Date of Contract:	7/1/2024
	China Twp., MI 48054	Completion Date:	6/30/2025

Original Contract Amount:	\$	852,612.88
Previous Change Order Numbers (1 only):	\$	41,973.80 ✓
Change Orders This Estimate (none):	\$	-
Total Net Change Orders:	\$	41,973.80
Adjusted Contract Amount:	\$	894,586.68 ✓
<hr/>		
Subtotal To Date: (Sheet 4 of 4, Column 8)	\$	771,538.31
Less Deductions To Date (Sheet 4 of 4, Column 8)	\$	-
Gross Estimate: (Work in Place) 86%	\$	771,538.31
Less Amount Reserved: (5% of Adjusted Contract Amount)	\$	44,729.33
Total Amount Allowed To Date:	\$	726,808.98
Less Previous Estimates:	\$	657,987.93 ✓
Net Payment Request To Be Paid To Contractor:	\$	68,821.05
Reserve Payment to Contractor:	\$	-
Balance of Contract To Date: ✓ \$123,048.37	Accounting Auditor:	HJDG 1/8/25
<hr/>		
Less Previous Transfers To Reserve:	\$	44,729.33 ✓
Amount of Current Transfer:	\$	-

Prepared By: Jen Cook
 Jen Cook, P.E. - Project Engineer (WRC)

Date: 1/9/2025

Recommended By: John V. Balint
 John Balint, P.E. - Consulting Engineer (HRC)

Date: 1/9/2025

Approved By: Joel Brown
 Joel Brown, P.E. - Chief Engineer (WRC)

Date: 1/13/2025

Approved by Board on: _____

JIM NASH
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the AUGUSTA DRAIN (Construction)

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Handwritten signature: H for Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Board approval of payment of the following invoice(s):

Ref No.	Paid To	For	Amount
SINV00296697	Hubbell Roth and Clark Inc	Invoice # 0221645 - Engineering Services 10/12/2024 - Proj # 1-7557	\$ 5,531.39
		Total Project 1-7557	\$ 5,531.39

10. Jamian Drain

AGENDA

DRAINAGE BOARD FOR THE JAMIAN DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of May 21, 2024
3. Public Comments
4. Present Memorandum from Garrett Shafer, E.I.T., Civil Engineer II, Drain Maintenance, dated January 28, 2025, requesting the Board amend the project budget to \$77,572 based on the updated construction and WRC costs
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund to the Construction Fund in the amount of \$2,853.52
6. Present request for Board approval of payment of invoices and/or reimbursement of the Evergreen Farmington Fund in the amount of \$56,565.90
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

May 21, 2024

A meeting of the Drainage Board for the Jamian Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 21st day of May 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held February 28, 2017, 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 Garrett Shafer, E.I.T., Civil Engineer II, Drain Maintenance, dated May 21, 2024, requesting the Board authorize Inland Lakes Landscaping Corporation to proceed with services outlined in its April 5, 2024 proposal for a not-to-exceed amount of \$88,142 based on existing as-needed services contract No. 008784, and approve a project budget of \$136,313 for the Jamian Drain Sediment Basin Cleanout Project based on the enclosed project budget estimate form was presented. It was moved by Markham, supported by Woodward to authorize Inland Lakes Landscaping Corporation to proceed with services outlined in its April 5, 2024, proposal for a not-to-exceed amount of \$88,142 based on existing as-needed services contract No. 008784, and approve a project budget of \$136,313 for the Jamian Drain Sediment Basin Cleanout Project based on the enclosed project budget estimate form as presented.

ADOPTED: Yeas - 3
Nays - 0

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$41,770 for the Jamian Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$41,770 as presented.

ADOPTED: Yeas - 3
Nays - 0

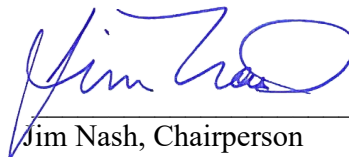
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$15,330.36 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$15,330.36.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

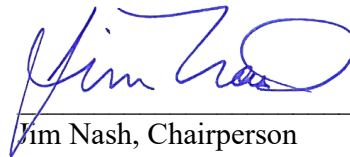


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Jamian Drain, Oakland County, Michigan, held on the 21st day of May 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: May 21, 2024

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

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

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

SUBJECT: Jamian Drain Sediment Basin Cleanout – Inland Lakes Landscaping Corporation

DATE: January 28, 2025

Inspection of the Jamian Drain in 2021 revealed sediment built up in the two basins north of 14 Mile Road in West Bloomfield Township. Inland Lakes Landscaping Corporation, a Pontiac-based company, was selected to remove the sediment and restore the basins to their original dimensions.

On September 3, 2024, work began to remove the sediment. Due to its saturated state, the excavated material was stockpiled along the sides of the pond to allow it to dry before being taken off site. With limited space and an extended drying period, this meant that work was frequently paused.

The sediment basin cleanout was completed on December 2, 2024. The pond banks were graded and seeded with a specified seed mix for the Jamian Drain and stabilized with turf reinforcement matting. Disturbed upland turf areas were covered in topsoil, seeded with Class A seed mix, and stabilized.

The original budget for this project was \$136,313. The total material hauled off site was less than the estimated amount, which led to additional reductions in equipment hours. The project also required fewer county services than originally budgeted.

Requested Action: Amend the project budget to \$77,572 based on the updated construction and WRC costs.

JAMIAN DRAIN SEDIMENT BASIN CLEANOUT
ESTIMATE OF PROJECT COSTS
REVISED: JANUARY 21, 2024

	Project Costs
1) Contracted Services: Construction Cost	
a Contractor Invoices	\$ 56,566
Subtotal Construction Cost	\$ 56,566
2) Engineering Consultants	
a Design Phase	
b Construction Administration	
c Scheduling Consultant for Large Projects	
d Sediment Sampling (Completed)	\$ 3,130
e	
f	
Subtotal Engineering Consultants	\$ 3,130
3) Legal & Financial	
a Easements	
b Legal Costs	
c Financial Consultant	
d Bond Counsel	
e OCIP Insurance	
f Official Statement	
g Wetland Mitigation	
Subtotal Legal & Financial	\$ -
4) County Services:	
a Administration & General (ADM)	\$ 1,200
b Engineering (ENG)	\$ 12,824
c Right-Of-Way (ROW)	
d Construction Inspection (INS)	
e GIS Mapping (ADM)	\$ 1,000
f Operation Staff (STD)	
g Survey (SUR)	\$ 2,852
Subtotal County Services	\$ 17,876
Project Subtotal	\$ 77,572
5) 10% Project Contingency	
6) Less Anticipated Grant Funds	
7) Total Project Cost	\$ 77,572









MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the JOACHIM DRAIN (Construction)

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

HP for Shawn Phelps

DATE: January 28, 2024

SUBJECT: Request for Reimbursement of Drain Revolving Fund

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

Ref No.	Paid To	For	Amount
SINV00310917	Hubbell Roth & Clark Inc	Invoice # 0222591 - Engineering Services - 11/09/24 Proj # 1-7558	\$ 1,504.82
SINV00310913	Hubbell Roth & Clark Inc	Invoice # 0221652 - Engineering Services - 10/12/24 - Proj # 1-7558	820.26
SINV00310920	Hubbell Roth & Clark Inc	Invoice # 0221643 - Engineering Services - 10/12/24 - Proj #1-17558	528.44
		Total	<u>\$ 2,853.52</u>

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Ⓟ for Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Board approval of payment of the following invoice(s):
and Request for Reimbursement of Evergreen Farmington Fund

Ref No.	Paid To	For	Amount
SINV00315316	Inland Lakes Landscaping	Invoice #24762 - Jamian Pond Cleanout	\$ 35,821.15
SINV00315309	Inland Lakes Landscaping	Invoice #24765 - Jamian Pond Cleanout Final Billing	20,744.75
			Total <u><u>\$56,565.90</u></u>

11. Charles R. Moon Drain

AGENDA

DRAINAGE BOARD FOR THE CHARLES R. MOON DRAIN

January 25, 2025

1. Call meeting to order
2. Approve minutes of meeting of May 24, 2022
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$7,200
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE CHARLES R. MOON DRAIN**

May 24, 2022

A meeting of the Drainage Board for the Charles R. Moon 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 24th day of May 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held March 26, 2019, 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.

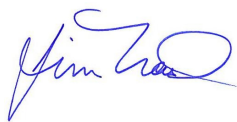
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,449 for Charles R. Moon Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,449 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Charles R. Moon Drain, Oakland County, Michigan, held on the 24th day of May 2022, 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 Charles R. Moon Drain Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Charles R. Moon Drain

Assessment for estimated maintenance expenses for fiscal years: 2025 through 2027

Date last assessment approved:	05/24/22	
Last Assessment:		\$8,449
Current Available Cash*:		\$1,316

Expenditure History:	Fiscal Year	Amount
	2018	\$1,563
	2019	\$1,406
	2020	\$1,908
	2021	\$3,520
	2022	\$1,457
	2023	\$1,978
	2024	\$2,943

Estimated Expenditures:	Year	Amount
	2025	\$2,400
	2026	\$2,400
	2027	\$2,400
	Total	\$7,200

Recommended Assessment:

Total Anticipated Expenses 2025 - 2027	\$7,200
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TOTAL RECOMMENDED ASSESSMENT	\$7,200
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Prepared by: Andrea Craft Date: 01/23/2025
Andrea Craft - Senior Engineering Systems Coordinator

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

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

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

*Less \$700 previously collected for special maintenance expenses, but not yet spent

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE
OF THE CHARLES R. MOON DRAIN**

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	81.580%	\$ 5,873.76	\$ 5,873.76	-	-
Road Commission for County of Oakland on account of drainage to county highways	18.420%	\$ 1,326.24	\$ 1,326.24	-	-
<hr/>					
Total	100.000%	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 12/17/2002.

Assessment Payment Due Date(s): Payment #1 02/28/2025

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Charles R. Moon Drain for the fiscal years 2025- 2027 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Charles R. Moon Drain

The foregoing Special Assessment Roll for the maintenance of the Charles R. Moon Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Charles R. Moon Drain

12. Hoot Drain

AGENDA

DRAINAGE BOARD FOR THE HOOT DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of May 24, 2022
3. Public Comment
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$11,923
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

May 24, 2022

A meeting of the Drainage Board for the Hoot 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 24th day of May 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held February 25, 2020, 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.

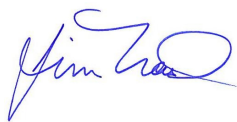
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,000 for the Hoot Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,000 as presented.

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.

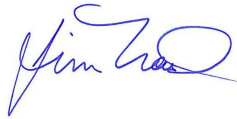


Jim Nash, Chairperson

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 Hoot Drain, Oakland County, Michigan, held on the 24th day of May 2022, 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 Hoot Drain Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Hoot Drain

Assessment for estimated maintenance expenses for fiscal years: 2025 through 2027

Date last assessment approved:	05/24/22	
Last Assessment:		\$6,000
Current Available Cash:		\$3,077

Expenditure History:	Fiscal Year	Amount
	2018	\$1,969
	2019	\$1,748
	2020	\$1,632
	2021	\$1,269
	2022	\$2,626
	2023	\$1,430
	2024	\$1,890

Estimated Expenditures:	Year	Amount
	2025	\$2,000
	2026	\$2,000
	2027	\$2,000
	Total	\$6,000

Recommended Assessment:

Total Anticipated Expenses 2025 - 2027	\$6,000
Proposed Special Maintenance Expenses	\$7,000
Less Amount Exceeding Minimum Fund Balance*	(\$1,077)

TOTAL RECOMMENDED ASSESSMENT	\$11,923
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Prepared by: Andrea Craft Date: 01/23/2025
Andrea Craft - Senior Engineering Systems Coordinator

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

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

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

*Minimum fund balance is equal to one year of maintenance

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HOOT DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	81.640%	\$ 9,733.94	\$ 9,733.94	-	-
Road Commission for County of Oakland on account of drainage to county highways	18.360%	\$ 2,189.06	\$ 2,189.06	-	-
<hr/>					
Total	100.000%	\$ 11,923.00	\$ 11,923.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 1/28/1994.

Assessment Payment Due Date(s): Payment #1 02/28/2025

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Hoot Drain for the fiscal years 2025- 2027 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Hoot Drain

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

Jim Nash
Chairman of the Drainage Board for the Hoot Drain

13. Ireland Drain

AGENDA

DRAINAGE BOARD FOR THE IRELAND DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of May 24, 2022
3. Public Comment
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$16,079
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

May 24, 2022

A meeting of the Drainage Board for the Ireland 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 24th day of May 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held March 26, 2019, 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.

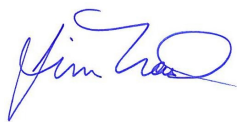
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$45,830 for the Ireland Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$45,830 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

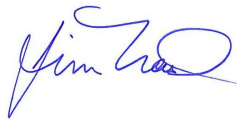


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Ireland Drain, Oakland County, Michigan, held on the 24th day of May 2022, 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 Ireland Drain Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Ireland Drain

Assessment for estimated maintenance expenses for fiscal years: 2025 through 2027

Date last assessment approved:	05/24/22	
Last Assessment:		\$45,830
Current Available Cash*:		\$15,121

Expenditure History:	Fiscal Year	Amount
	2018	\$9,560
	2019	\$5,103
	2020	\$13,932
	2021	\$2,824
	2022	\$1,930
	2023	\$2,495
	2024	\$13,178

Estimated Expenditures:	Year	Amount
	2025	\$7,800
	2026	\$7,800
	2027	\$7,800
	Total	\$23,400

Recommended Assessment:

Total Anticipated Expenses 2025 - 2027	\$23,400
Less Amount Exceeding Minimum Fund Balance**	(\$7,321)

TOTAL RECOMMENDED ASSESSMENT	\$16,079
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Prepared by: Andrea Craft Date: 01/23/2025
Andrea Craft - Senior Engineering Systems Coordinator

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

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

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

*Less \$15,600 previously collected for special maintenance expenses, but not yet spent

**Minimum fund balance is equal to one year of maintenance

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE IRELAND DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	94.650%	\$ 15,218.77	\$ 15,218.77	-	-
Road Commission for County of Oakland on account of drainage to county highways	2.670%	\$ 429.31	\$ 429.31	-	-
State of Michigan	2.680%	\$ 430.92	\$ 430.92	-	-
<hr/>					
Total	100.000%	\$ 16,079.00	\$ 16,079.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 4/26/1988.

Assessment Payment Due Date(s): Payment #1 02/28/2025

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Ireland Drain for the fiscal years 2025- 2027 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Ireland Drain

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

Jim Nash
Chairman of the Drainage Board for the Ireland Drain

14. Robert Huber Drain

AGENDA

DRAINAGE BOARD FOR THE ROBERT HUBER DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of May 24, 2022
3. Public Comment
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,700
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE ROBERT HUBER DRAIN**

May 24, 2022

A meeting of the Drainage Board for the Robert Huber 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 24th day of May 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held March 26, 2019, 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.

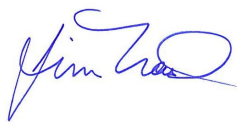
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$13,753 for the Robert Huber Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$13,753 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

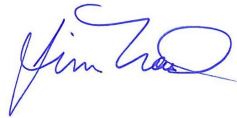


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Robert Huber Drain, Oakland County, Michigan, held on the 24th day of May 2022, 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 Robert Huber Drain Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Robert Huber Drain

Assessment for estimated maintenance expenses for fiscal years: 2025 through 2027

Date last assessment approved:	05/24/22	
Last Assessment:		\$13,753
Current Available Cash*:		\$716

Expenditure History:	Fiscal Year	Amount
	2018	\$967
	2019	\$1,506
	2020	\$1,653
	2021	\$3,892
	2022	\$5,142
	2023	\$1,869
	2024	\$2,883

Estimated Expenditures:	Year	Amount
	2025	\$2,900
	2026	\$2,900
	2027	\$2,900
	Total	\$8,700

Recommended Assessment:

Total Anticipated Expenses 2025 - 2027	\$8,700
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TOTAL RECOMMENDED ASSESSMENT	\$8,700
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Prepared by: Andrea Craft Date: 01/23/2025
Andrea Craft - Senior Engineering Systems Coordinator

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

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

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

*Less \$4,300 previously collected for special maintenance expenses, but not yet spent

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE
OF THE ROBERT HUBER DRAIN**

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	91.880%	\$ 7,993.56	\$ 7,993.56	-	-
Road Commission for County of Oakland on account of drainage to county highways	8.120%	\$ 706.44	\$ 706.44	-	-
Total	100.000%	\$ 8,700.00	\$ 8,700.00	\$ -	\$ -

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

Assessment Payment Due Date(s): Payment #1 02/28/2025

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Robert Huber Drain for the fiscal years 2025- 2027 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Robert Huber Drain

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

Jim Nash
Chairman of the Drainage Board for the Robert Huber Drain

15. Robert J. Evans Relief Drain

AGENDA

DRAINAGE BOARD FOR THE ROBERT J. EVANS RELIEF DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of November 11, 2023
3. Public Comment
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$39,343
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE ROBERT J. EVANS RELIEF DRAIN**

November 28, 2023

A meeting of the Drainage Board for the Robert J. Evans Relief 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 28th day of November 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

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

ADOPTED: Yeas - 2
Nays - 0

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

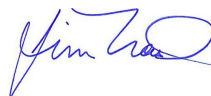
A memorandum from Jeffrey Parrott, Supervisor Right of Way, dated November 28, 2023, requesting the Board authorize the Chairperson to execute an easement allowing construction of a pedestrian trail by the City of Rochester Hills within Drainage District property was presented. It was moved by Markham, supported by Nash, to execute an easement allowing construction of a pedestrian trail by the City of Rochester Hills within Drainage District property 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 - 3
Nays - 0

There being no further business, the meeting was adjourned.

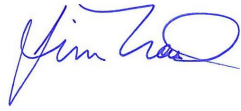


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Robert J. Evans Relief Drain, Oakland County, Michigan, held on the 28th day of November 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: November 28, 2023

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Robert J. Evans Relief Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2025 through 2027

Date last assessment approved:	05/24/22	
Last Assessment:		\$18,373
Current Available Cash*:		(\$6,043)

Expenditure History:	Fiscal Year	Amount
	2018	\$1,669
	2019	\$3,242
	2020	\$3,979
	2021	\$5,607
	2022	\$3,128
	2023	\$6,038
	2024	\$8,043

Estimated Expenditures:	Year	Amount
	2025	\$5,000
	2026	\$5,000
	2027	\$5,000
	Total	\$15,000

Recommended Assessment:

Current Cash Deficit	\$6,043
Total Anticipated Expenses 2025 - 2027	\$15,000
Proposed Special Maintenance Expenses	\$18,300

TOTAL RECOMMENDED ASSESSMENT	\$39,343
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Prepared by: Andrea Craft Date: 01/23/2025
Andrea Craft - Senior Engineering Systems Coordinator

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

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

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

*Less \$2,500 previously collected for special maintenance expenses, but not yet spent

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE ROBERT J. EVANS RELIEF DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	91.2900%	\$ 35,916.22	\$ 35,916.22	-	-
State of Michigan	8.7100%	\$ 3,426.78	\$ 3,426.78	-	-
<hr/>					
Total	100.000%	\$ 39,343.00	\$ 39,343.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 1/28/1994.

Assessment Payment Due Date(s): Payment #1 02/28/2025

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Robert J. Evans Relief Drain for the fiscal years 2025- 2027 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Robert J. Evans Relief Drain

The foregoing Special Assessment Roll for the maintenance of the Robert J. Evans Relief Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Robert J. Evans Relief Drain

16. Hamilton Relief Drain

AGENDA

DRAINAGE BOARD FOR THE HAMILTON RELIEF DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of February 27, 2024
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$13,110.50
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE HAMILTON RELIEF DRAIN**

February 27, 2024

A meeting of the Drainage Board for the Hamilton Relief Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27th day of February 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held December 14, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$41,948 for the Hamilton Relief Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$41,948 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

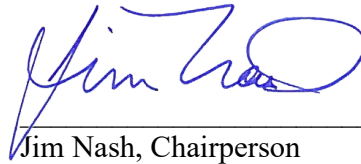


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Hamilton Relief Drain, Oakland County, Michigan, held on the 27th day of February 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: February 27, 2024

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the HAMILTON RELIEF DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services *(HP) for Shawn Phelps*
OCWRC Accounting

DATE: January 28, 2025

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

Paid To	Reference	For	Amount
Pipeline Management	SINV00310852	Invoice # 24-01452 - May 2024	\$ 13,110.50
		Grand Total	\$ 13,110.50

17. Joachim Relief Drain

AGENDA

DRAINAGE BOARD FOR THE JOACHIM RELIEF DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of October 22, 2024
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$2,853.52
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE JOACHIM RELIEF DRAIN**

October 22, 2024

A meeting of the Drainage Board for the Joachim Relief Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22nd day of October 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held August 27, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

A memorandum from Geoff Wilson, P.E., Chief Engineer, dated October 22, 2024, requesting the Board to award the contract to Pipeline Management, contingent upon staff review of all documentation, bonds, and insurance, for the as-bid amount of \$519,590, amend the total HRC engineering services budget to \$90,000, and approve the proposed budget of \$703,526 was presented. It was moved by Markham, supported by Woodward, to award the contract to Pipeline Management, contingent upon staff review of all documentation, bonds, and insurance, for the as-bid amount of \$519,590, amend the total HRC engineering services budget to \$90,000, and approve the proposed budget of \$703,526 as presented.

ADOPTED: Yeas - 3
Nays - 0

A Project Assessment Recommendation for the Joachim Relief Drain in the amount of 109,936.00 was presented. It was moved by Markham, supported by Woodward to approve the Project Assessment Recommendation in the amount of \$109,936.00 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 \$6,210.48 (as attached) was presented. It was moved by

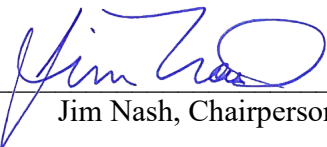
Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$6,210.48.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

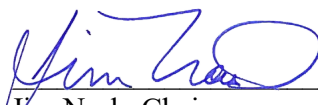


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Joachim Relief Drain, Oakland County, Michigan, held on the 22nd day of October 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: October 22, 2024

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the JOACHIM DRAIN (Construction)

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

HP for Shawn Phelps

DATE: January 28, 2024

SUBJECT: Request for Reimbursement of Drain Revolving Fund

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

Ref No.	Paid To	For	Amount
SINV00310917	Hubbell Roth & Clark Inc	Invoice # 0222591 - Engineering Services - 11/09/24 Proj # 1-7558	\$ 1,504.82
SINV00310913	Hubbell Roth & Clark Inc	Invoice # 0221652 - Engineering Services - 10/12/24 - Proj # 1-7558	820.26
SINV00310920	Hubbell Roth & Clark Inc	Invoice # 0221643 - Engineering Services - 10/12/24 - Proj #1-17558	528.44
		Total	<u>\$ 2,853.52</u>

18. Joseph Jones Drain

AGENDA

DRAINAGE BOARD FOR THE JOSEPH JONES DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$4,164.75
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

December 17, 2024

A meeting of the Drainage Board for the Joseph Jones Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held October 22, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

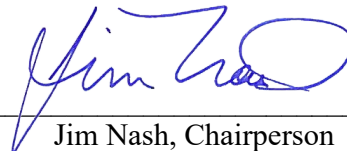
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$21,250.92 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$21,250.92.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

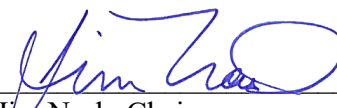


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Joseph Jones Drain, Oakland County, Michigan, held on the 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

HP for Shawn Phelps

DATE: January 28, 2025

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

Ref No.	Paid To	For	Amount
SINV00314545	Drummond Carpenter PLLC	Invoice # 5228 - Contracted Services - Proj 1-7603	\$ 817.50
SINV00311843	Drummond Carpenter PLLC	Invoice # 5067 - Contracted Services - Proj 1-7603	3,347.25
		Total Project 1-7603	\$ 4,164.75
		Grand Total	\$ 4,164.75

19. Joslyn Drain

AGENDA

DRAINAGE BOARD FOR THE JOSLYN DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of May 23, 2023
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$39,405.50
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

May 23, 2023

A meeting of the Drainage Board for the Joslyn Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 23rd day of May 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held September 27, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

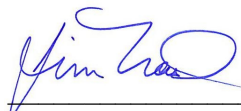
A memorandum from Jeffrey Parrott, Supervisor Right of Way, requesting the Board authorize the Chairperson to sign the Easement Use Agreement to accommodate General Motors' proposed construction across the Drainage District's easement was presented. It was moved by Markham, supported by Woodward, to authorize the Chairperson to sign the Easement Use Agreement to accommodate General Motors' proposed construction across the Drainage District's easement 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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

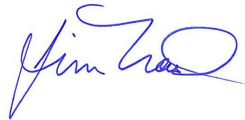


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Joslyn Drain, Oakland County, Michigan, held on the 23rd day of May 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: May 23, 2023

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

CP for Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Board approval of payment of the following invoice(s):

<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
SINV00310850	Pipeline Management	Invoice # 24-01451 May 2024	\$ 5,221.50
SINV00310847	Pipeline Management	Invoice # 24-01418 April 2024	34,184.00
			<u>\$ 39,405.50</u>

20. Nichols Relief Drain

AGENDA

DRAINAGE BOARD FOR THE NICHOLS RELIEF DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of July 23, 2024
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$49,648.50
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE NICHOLS RELIEF DRAIN**

July 23, 2024

A meeting of the Drainage Board for the Nichols Relief Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 23rd day of July 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

Minutes of the meeting held April 23, 2024, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

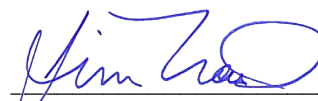
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,625.42 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,625.42.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.




Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Nichols Relief Drain, Oakland County, Michigan, held on the 23rd day of July 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: July 23, 2024

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the NICHOLS RELIEF DRAIN

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

DATE: January 28, 2025

SUBJECT: Request for Board approval of payment of the following invoice(s):

Ref No.	Paid To	For	Amount
SINV00314846	Pipeline Management Co	Invoice # 24-01537 - Grouting 6/1/24-6/15/24 - Proj 1-7417	\$ 22,443.00
SINV00314848	Pipeline Management Co	Invoice # 24-01573 - Grouting 6/16/24-6/30/24 - Proj 1-7417	\$ 27,205.50
		Total Project 1-7417	\$ 49,648.50
Grand Total			\$ 49,648.50

21. Northwest Oakland Sanitary Sewer Drain

AGENDA

DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY SEWER DRAIN

January 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2024
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$147,748.54
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

December 17, 2024

A meeting of the Drainage Board for the Northwest Oakland Sanitary Sewer Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 17th day of December 2024.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held November 26, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

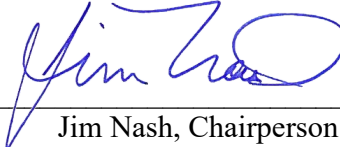
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$73,695.38 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$73,695.38.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

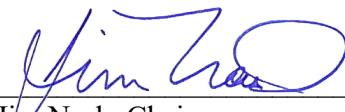


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Northwest Oakland Sanitary Sewer Drain, Oakland County, Michigan, held on the 17th day of December 2024, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: December 17, 2024

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the NORTHWEST OAKLAND SANITARY DRAIN (Construction)

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Ⓟ For Shawn Phelps

DATE: January 28, 2025

SUBJECT: Request for Board approval of payment of the following invoice(s):

Ref No.	Paid To	For	Amount
SINV00311677	ROWE Professional Services Company	Invoice # 0116563 - 9/30/24 - Prj # 1-7469	\$ 25,371.25
SINV00315927	ROWE Professional Services Company	Invoice# 0116059 - 10/1-10/31/24 -Prj# 1-7469	\$ 48,332.88
SINV00315930	ROWE Professional Services Company	Invoice# 0115686 - 9/1-7/30/24-Prj# 1-7469	\$ 25,362.50
SINV00311675	ROWE Professional Services Company	Invoice # 0116643 - 10/31/24 - Prj # 1-7469	48,329.91
SINV00310897	Dickinson Wright	Invoice # 1988386 - Proj #1-7469	\$ 352.00
Total Project 1-7469			<u>\$ 147,748.54</u>
Grand Total			<u>\$ 147,748.54</u>