

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

1. Rufe Collier Drain
2. Acacia Park CSO Drain
3. Birmingham CSO Drain
4. Bloomfield Village CSO Drain
5. Clinton River Water Resource Recovery Facility
6. George W. Kuhn Drain
7. Evergreen-Farmington Sanitary Drain
8. Augusta Drain
9. Joachim Relief Drain
10. Pontiac Clinton River No. 1 Drain
11. Case Drain
12. Luz Relief Drains
13. Lynn D Allen Drain
14. 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, MAY 27, 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](mailto:LAJDZIAKS@OAKGOV.COM). PERSONS WITH DISABILITIES WHO NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT STEPHANIE LAJDZIAK AT [LAJDZIAKS@OAKGOV.COM](mailto:LAJDZIAKS@OAKGOV.COM).

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

Posted by: May 21, 2025

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**Chapter 20 Drainage Board Meeting**  
Regular Meeting – Tuesday, May 27, 2025

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**1. Rufe Collier Drain**

## AGENDA

### MEETING OF THE DRAINAGE BOARD FOR THE RUFÉ COLLIER DRAIN EXTENSION

May 27, 2025

1. Call meeting to order.
2. Approve minutes of meeting of April 22, 2025.
3. Public Comment.
4. Offer and file proofs of publication and of mailing of notice of hearing on necessity.
5. Hearing on necessity: receive any written objections, verbal comments or objections.
6. Adopt resolution approving petition and drain project and direct issuance of Final Order of Determination.
7. Adopt resolution to accept and file Final Order of Determination executed by the Chairperson and as presented to the Board.
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 \$19,558.50
9. Other Business.
10. Approve pro rate payment to Drainage Board members.
11. Adjourn.



DRAINAGE BOARD FOR THE RUFE COLLIER DRAIN  
FIRST MEETING FOR NEW DRAIN PROJECT

APRIL 22, 2025

The first meeting of the Drainage Board for the hereinafter mentioned Oakland County, Michigan drain project was held at the office of the Oakland County Water Resources Commissioner, Waterford, Michigan at 2 p.m. on April 22, 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara, Chief Deputy Oakland County Water Resources Commissioner, for  
Jim Nash

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

The minutes of the March 25, 2025 meeting of this Board were presented. It was moved by Markham and seconded by Woodward that the minutes from the March 25, 2025 meeting be approved as presented.

ADOPTED:	Yeas	-	3
	Nays	-	0

Acting Chairperson Vaara asked if there were any public comments. There were none.

A memorandum from Taylor Warstler, Civil Engineer II, dated April 22, 2025, requesting the Board receive and file the General Summary of the Project to Extend the Drainage District was presented. It was moved by Markham, supported by Woodward, to receive and file the General Summary of the Project to Extend the Drainage District as presented.

ADOPTED:	Yeas	-	3
	Nays	-	0

The Acting Chairperson presented to the Drainage Board the petition referred to in the following resolution, attached to which petition was a certified copy of the resolution of the governing body of the public corporation signing the same, authorizing the execution of the petition. The Acting Chairperson stated that the petition with the attached resolution was filed in his office on April 22, 2025, by the City of Pontiac and the City of Auburn Hills.

The following resolution was offered by Markham and seconded by Woodward, as reflected herein:

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT, as follows:

1. That this Drainage Board has considered the petitions and attached resolutions filed with the Oakland County Water Resources Commissioner on January 21, 2025 by the City of Pontiac and the City of Auburn Hills, which petitions are as follows:

2. That this Drainage Board determines that the stormwater to be carried by the proposed drain project originates in the County of Oakland only; and that the drain project is necessary for the public health.

3. That this Drainage Board tentatively determines that the petition is sufficient; that the drain project proposed therein is practical; and that the following public corporations be assessed to pay the cost of the project to wit:

City of Pontiac

City of Auburn Hills

Board of County Road Commissioners of The County of Oakland (Road Commission, County of Oakland) – on account of drainage of county highways

State of Michigan – on account of drainage of state highways

4. That the name “RUFÉ COLLIER DRAIN EXTENSION” is hereby given to the drain project and the name “RUFÉ COLLIER DRAIN EXTENSION DRAINAGE DISTRICT” is hereby confirmed for the drainage district therefor.

5. That this Drainage District shall meet on the 27<sup>th</sup> day of May 2025, at 2:00 p.m., prevailing Eastern Time at the Office of the Oakland County Water Resources Commissioner, Waterford, Michigan for the purpose of hearing any objections to the aforementioned drain project,

to the petition therefor, and to the matter of assessing the cost of the drain project to the public corporations above named.

6. That a notice of said meeting shall be prepared which notice shall contain the information required by the Drain Code and shall be published twice in The Oakland Press, a newspaper published in the County of Oakland, State of Michigan, the first publication to be not less than twenty (20) days prior to the time of the hearing.

7. That the notice shall be sent by registered or certified mail to the Clerk of the City of Pontiac and the Clerk to the City of Auburn Hills, the Clerk of the County of Oakland, the Secretary of the Board of County Road Commissioners Of The County of Oakland (Road Commission, County of Oakland), and all public corporations to be assessed as provided by law, which mailing shall be made not less than twenty (20) days prior to the time of the hearing.

ADOPTED: Yeas - 3  
Nays - 0

8. It was moved by Markham and supported by Woodward that the following be appointed to act in the following capacities in connection with the proposed drain project:

Drummond Carpenter., as engineers.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Markham, supported by Woodward, to authorize staff to advertise the request for proposals

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 \$72,246.31 (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 \$72,246.31.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read 'Anne Vaara', is positioned above a horizontal line.

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Anne Vaara, Acting Chairperson

April 22, 2025

STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Rufe Collier Drain Extension, Oakland County, Michigan, held on April 22, 2025, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner, which is the principal office of the Drainage Board for the Rufe Collier Drain, all in accordance with the Open Meetings Act.



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Acing Chairperson, Anne Vaara

Dated: April 22, 2025

**CITY OF PONTIAC  
CITY OF AUBURN HILLS  
COUNTY OF OAKLAND  
NOTICE OF HEARING**

RE: PETITION TO LOCATE, ESTABLISH AND  
CONSTRUCT AN INTRA-COUNTY DRAIN PROJECT  
IN THE CITY OF PONTIAC AND THE CITY OF  
AUBURN HILLS, OAKLAND COUNTY, MICHIGAN.

NOTICE IS HEREBY GIVEN, that pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of 1956, as amended, petitions were filed with the Water Resources Commissioner of Oakland County, Michigan, petitioning for the location, establishment and construction of an intra-county drain project consisting of extending the Rufe Collier Drain by adding a branch to said Drain, which drain project is necessary for the public health, will be located in the City of Pontiac and the City of Auburn Hills and will serve property located entirely within the limits of the City of Pontiac and the City of Auburn Hills.

NOTICE IS FURTHER GIVEN, that the Drainage Board for the drain project has considered the petition and has made a tentative determination that the petition is sufficient and that the drain project is practical; has given the name "RUFÉ COLLIER DRAIN EXTENSION" as the name of the drain project and the name "RUFÉ COLLIER DRAIN EXTENSION DRAINAGE DISTRICT" as the name of the drainage district therefor; and has made a tentative determination that the following public corporations should be assessed for the cost of the drain project, to wit:

City of Pontiac

City of Auburn Hills

Board of County Road Commissioners Of The County of Oakland  
(Road Commission, County of Oakland) – on account of  
drainage of county highways

State of Michigan – on account of drainage of state highways

NOTICE IS FURTHER GIVEN, that the Drainage Board will meet on the 27th day of May, 2025, at 2:00 p.m., prevailing Eastern Time, at the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan, for the purpose of hearing any objections to the drain project, to the petition therefor, and to the matter of assessing the cost thereof to the public corporations above named. This notice is given to and for the benefit of the said public corporations and all taxpayers thereof. At the hearing, any of said public corporations or any taxpayer thereof will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after such hearing the Drainage Board shall make a determination as to the sufficiency of the petitions, the practicability of the drain project, whether the drain project should be constructed, and if so, the public corporations to be assessed and shall issue an order known as the Final Order of Determination. Section 483 of Act No. 40 of the Public Acts of 1956, as amended, provides that the Final Order of Determination shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the Office of the Oakland County Water Resources Commissioner, the Chairperson of the Drainage Board for the Rufe Collier Drain Extension, and that if no such proceeding shall be brought within said 20 day period the drain project shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or non-jurisdictional grounds.

This notice is given by order of the Drainage Board for the Rufe Collier Drain Extension.



Jim Nash

Chairperson of the Drainage Board for the  
Rufe Collier Drain Extension;  
Oakland County Water Resources  
Commissioner

AFFIDAVIT OF MAILING NOTICE OF MEETING

**RE: PETITION TO LOCATE, ESTABLISH AND CONSTRUCT AN INTRA-COUNTY  
DRAIN PROJECT IN THE CITY OF PONTIAC AND THE CITY OF AUBURN HILLS,  
OAKLAND COUNTY, MICHIGAN.**

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

Stephanie Lajdziak, of the office of the Oakland County Water Resources Commissioner, of the County and State aforesaid, being duly sworn, deposes and says that on April 30, 2025, by United States certified mail, return receipt requested, she mailed (at least 20 days before the meeting described) a copy of the attached Notice of Meeting Re: Petition to Locate, Establish and Construct an Intra-County Drain Project in the above-described community with respect to the hearing to be held on May 27, 2025 to the following persons:

- SEE BELOW SERVICE LIST

*Stephanie Lajdziak*

\_\_\_\_\_  
Stephanie Lajdziak

Subscribed and sworn to before me  
this 2<sup>nd</sup> day of May 2025

*Shavonne Hamilton*

\_\_\_\_\_  
NOTARY PUBLIC, Oakland County, Michigan

SHAVONNE HAMILTON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Jul 5, 2030  
ACTING IN COUNTY OF *Oakland*

1. City of Pontiac  
Attn: Garland Doyle, City Clerk  
47450 Woodward Ave.  
Pontiac, MI 48342  
*Article no.: 7018 2290 0002 1421 1455*
2. City of Auburn Hills  
Attn: Laura Pierce, City Clerk  
1827 N. Squirrel Rd.

Auburn Hills, MI 48326  
*Article No. 7018 2290 0002 1421 1431*

3. The Road Commission for Oakland County  
Attn: Eric McPherson, Chair  
31001 Lahser Rd.  
Beverly Hills, MI 48025  
*Article no. 7018 2290 0002 1421 1448*
4. Michigan Department of Transportation  
Attn: Bradley Wieferich, Director  
425 W. Ottawa St.  
Lansing, MI 48933  
*Article no. 7020 3160 0000 5927 8264*
5. Oakland County Transportation Service Center (MDOT)  
Attn: Lori Swanson, Manager  
800 Vanguard Drive  
Pontiac, MI 48341  
*Article no. 7020 3160 0000 5927 8271*



MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
RUFÉ COLLIER DRAIN EXTENSION

May 27, 2025

A meeting of the Drainage Board for the Rufe Collier Drain Extension was held in Waterford, Michigan, on May 27, 2025.

PRESENT:

ABSENT:

The meeting was called to order by the Chairperson. The minutes of the April 22, 2025 meeting of this Board were presented. It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ and unanimously adopted that the said minutes be approved as presented.

The Chairperson presented proofs of the publication and mailing of the notice of hearing. By [unanimous consent] the proofs of publication and mailing were placed on file with the Chairperson.

The Chairperson announced that this was the time and place for the meeting of this Board to hear any objections to the proposed drain project, to the petition therefor, and to the matter of assessing the cost of the project to the public corporation heretofore designated by this Board.

There were the following questions and objections:

There were the following written objections:

The Chairperson declared the hearing closed.

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

WHEREAS, a petition was filed with the Oakland County Water Resources Commissioner under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, petitions were filed with the Oakland County Water Resources Commissioner on March 12, 2025, by the City of Auburn Hills and April 9, 2025 by the City of Pontiac, Oakland County, Michigan, petitioning for the drain project consisting of said Drain downstream along the entire route and course of the existing Bartlett Drain, subsuming said Bartlett Drain into the Rufe Collier Drain, by extending said Drain upstream from its current point of ending along an existing open channel extending to the west and northwest adjacent to Murphy Park grounds and facilities and Murphy Park Drive, and by improving and maintaining said Rufe Collier Drain, as extended, restoring channels and reaches, creating pools, riffles, and stabilizing streambanks, reducing erosion and sedimentation, constructing structures to improve floodplain storage, enhancing wetlands and access thereto, and constructing additional wetland storage along the Rufe Collier Drain, as extended, and related improvements that serve said Rufe Collier Drain, which drain project is necessary for the public health; and

WHEREAS, the necessary proceedings have been taken in respect to the petition including the holding of a hearing for the purpose of receiving any objections to the proposed drain project, to the petition therefor and to the matter of assessing the cost to the public corporation named in the notice of said hearing.

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE RUFE COLLIER DRAIN EXTENSION, as follows:

1. That the petition is sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporations should be assessed for the cost thereof, to-wit:

City of Pontiac

City of Auburn Hills

Board of County Road Commissioners Of The County of Oakland (Road Commission, County of Oakland) – on account of drainage of county highways

State of Michigan – on account of drainage of state highways

2. That the Chairperson of this Board is hereby authorized and directed to issue on behalf of the Board its final order of determination in accordance with the determinations made in this resolution.

ADOPTED: Yeas –

Nays -

The Chairperson of the Drainage Board proceeded to execute the Final Order of Determination and after doing so, presented the same to the Drainage Board. The order was executed and dated on May 27, 2025.

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Final Order of Determination, In Re Rufe Collier Drain Extension, as this date executed and presented to this Drainage Board by the Chairperson, be and it hereby is confirmed, ratified and approved and ordered filed with the Chairperson on this date.

ADOPTED: Yeas -

Nays -

RESOLVED, that all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

There being no further business to come before the meeting, upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously adopted, the meeting was adjourned.

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Chairperson

Dated: May 27, 2025

STATE OF MICHIGAN     )  
                                      ) SS:  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Rufe Collier Drain Extension, Oakland County, Michigan, held on May 27, 2025, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

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

\_\_\_\_\_  
Chairperson of the Drainage Board

FINAL ORDER OF DETERMINATION

IN RE

RUFE COLLIER DRAIN EXTENSION

WHEREAS, pursuant to the provisions of Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended, petitions were filed with the Oakland County Water Resources Commissioner on March 12, 2025, by the City of Auburn Hills and April 9, 2025 by the City of Pontiac, Oakland County, Michigan, petitioning for the following drain project as necessary for the public health, to-wit:

WHEREAS, the location, establishment and construction of an intra-county drain project consisting of said Drain downstream along the entire route and course of the existing Bartlett Drain, subsuming said Bartlett Drain into the Rufe Collier Drain, by extending said Drain upstream from its current point of ending along an existing open channel extending to the west and northwest adjacent to Murphy Park grounds and facilities and Murphy Park Drive, and by improving and maintaining said Rufe Collier Drain, as extended, restoring channels and reaches, creating pools, riffles, and stabilizing streambanks, reducing erosion and sedimentation, constructing structures to improve floodplain storage, enhancing wetlands and access thereto, and constructing additional wetland storage along the Rufe Collier Drain, as extended, and related improvements that serve said Rufe Collier Drain, which drain project is necessary for the public health, will be located in the City of Pontiac and the City of Auburn Hills and will serve property located entirely within the limits of the City of Pontiac and the City of Auburn Hills.

WHEREAS, the necessary proceedings have been taken in respect to the petition, including the holding of a hearing for the purpose of receiving any objections to the proposed drain project, to the petition therefor and to the matter of assessing the cost to the public corporations designated by this Board;

THEREFORE, the Drainage Board for the Rufe Collier Drain Extension issues this order making the following determinations in accordance with a resolution adopted by it on May 27, 2025, to-wit:

That the said petition is sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporations should be assessed for the cost thereof, to-wit:

City of Pontiac

City of Auburn Hills

Board of County Road Commissioners Of The County of Oakland (Road Commission, County of Oakland) – on account of drainage of county highways

State of Michigan – on account of drainage of state highways

DRAINAGE BOARD FOR THE

RUFE COLLIER DRAIN EXTENSION

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

Dated: May 27, 2025  
Filed: May 27, 2025

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the RUFÉ COLLIER DRAIN (CONSTRUCTION FUND)

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

*AS for Shawn Phelps*

**DATE:** May 27, 2025

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

The following is a detail of Maintenance charges paid from the Drain Revolving Fund for the period ending May 15, 2025.

Ref No.	Paid To	For	Amount
SINV00328487	Drummond Carpenter	Invoice # 5419 - Contracted Services - 03/1/25 - 03/31/25 - PRJ-17851	\$14,674.50
TBP	Dickinson Wright PLLC	Invoice # 2037252 - Legal Services - 04/30/25 - PRJ-17851	\$4,884.00
		<b>TOTAL Project 1-7851</b>	<b>\$19,558.50</b>

## **2. Acacia Park CSO**



## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
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 \$30,927.70
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Varra for Jim Nash, Chief Deputy of the 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: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were none.

A Maintenance Assessment Recommendation for the Acacia Park CSO Drain in the amount of \$1,359,490 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the Maintenance Assessment Recommendation in the amount of \$1,359,490 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for reimbursement of the Evergreen Farmington Fund in the amount of \$106,138.26 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the reimbursement of the Evergreen Farmington Fund in the amount of \$106,138.26.

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 \$7,016.75 (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 \$7,016.75.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, 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.

A handwritten signature in blue ink, appearing to read 'Anne Vaara', is written above a horizontal line.

Anne Vaara, Acting Chairperson

Dated: April 22, 2025

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: May 27, 2025

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices  
for the period ending May 15, 2025

G/L Date	Ref No.	Paid To	For	Amount
	V # SIN00334889	Haviland	Invoice # 535285 - Chlorination Supplies	\$ 11,274.95
	V # SIN00338354	ICS Integration Services LLC	Invoice # 3239 - Contracted Services	3,645.75
	V # SIN00337937	ICS Integration Services LLC	Invoice # 3237 - Contracted Services	1,072.00
	V # SIN00337943	ICS Integration Services LLC	Invoice # 3243 - Material and Supplies	1,359.90
			<b>Total</b>	<b>\$ 17,352.60</b>
	V # SIN00339834	Fishbeck	Invoice # 000000450901 - Contracted Services - 04/25/25 - Proj 1-7648	\$ 13,575.10
			<b>Project # 1-7646 Total</b>	<b>\$ 13,575.10</b>
			<b>Grand Total</b>	<b>\$ 30,927.70</b>

### **3. Birmingham CSO**

## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
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 \$80,011.21
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara for Jim Nash, Chief Deputy of the 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: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were none.

A Maintenance Assessment Recommendation for the Birmingham CSO Drain in the amount of \$1,481,840 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the Maintenance Assessment Recommendation in the amount of \$1,481,840 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for reimbursement of the Evergreen Farmington Fund in the amount of \$115,049.49 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the reimbursement of the Evergreen Farmington Fund in the amount of \$115,049.49.

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 \$27,773.67 (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 in the amount of \$27,773.67.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, 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.

A handwritten signature in blue ink, appearing to read 'Anne Vaara', is written over a horizontal line.

Anne Vaara, Acting Chairperson

Dated: April 22, 2025

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: May 27, 2025

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices  
for the period ending May 15, 2025

G/L Date	Ref No.	Paid To	For	Amount
	V # SINV00334890	Haviland	Invoice # 535286 - Chlorination Supplies	\$ 11,247.81
	V # SINV00337943	ICS Integration Services LLC	Invoice # 3243 - Material and Supplies	1,359.90
			<b>Total</b>	<b>\$ 12,607.71</b>
	V # SINV00339485	System Specialties	Invoice # 64304 - Material and Supplies - Proj 1-7649	\$ 3,200.00
	V # SINV00339486	System Specialties	Invoice # 64448 - Material and Supplies - Proj 1-7649	\$ 3,200.00
			<b>Project # 1-7649 Total</b>	<b>\$ 6,400.00</b>
	V # SINV00340875	Allied Building Service Co of Detroit	Invoice # 00366168 - Contracted Services - Proj 1-3496	\$ 50,133.00
			<b>Project # 1-3496 Total</b>	<b>\$ 50,133.00</b>
	V # SINV00339834	Fishbeck	Invoice #000000 450901 - Contracted Services - 04/25/25 - Proj 1-7648	\$ 10,870.50
			<b>Project # 1-7648 Total</b>	<b>\$ 10,870.50</b>
			<b>Grand Total</b>	<b>\$ 80,011.21</b>

## **4. Bloomfield Village CSO**

## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
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 \$47,632.58
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara for Jim Nash, Chief Deputy of the 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: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were none.

A Maintenance Assessment Recommendation for the Bloomfield Village CSO Drain in the amount of \$2,272,900 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the Maintenance Assessment Recommendation in the amount of \$2,272,900 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from George Nichols, P.E., Assistant Chief Engineer, dated April 22, 2024, requesting the Board award the construction contract to SAK Construction, LLC in the amount of \$118,500 and authorize the Chairperson to execute the contract was presented. It was moved by Markham, supported by Woodward, to award the construction contract to SAK Construction, LLC in the amount of \$118,500 and authorize the Chairperson to execute the contract as presented.

ADOPTED: Yeas - 3  
Nays - 0

George Nichols, P.E., Assistant Chief Engineer, dated April 22, 2024, requesting the Board award the construction contract to Pipeline Management Company in the amount of \$124,716 and authorize the Chairperson to execute the contract was presented. It was moved by Markham, supported by Woodward, to award the construction contract to Pipeline Management Company in the amount of \$124,716 and authorize the Chairperson to execute the contract as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for reimbursement of the Evergreen Farmington Fund in the amount of \$139,788.75 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the reimbursement of the Evergreen Farmington Fund in the amount of \$139,788.75.

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 \$28,844.56 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$28,844.56.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Vaara, 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.



---

Anne Varra, Acting 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 22<sup>nd</sup> day of April 2025, 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.



---

Anne Vaara, Acting Chairperson

Dated: April 22, 2025



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: May 27, 2025

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices  
for the period ending May 15, 2025

G/L Date	Ref No.	Paid To	For	Amount
	V # SINV00339484	Hamlett Environmental Technologies	Invoice # 2025221- Contracted Services	\$ 1,799.00
	V # SINV00334888	Haviland Products Company	Invoice # 535282 - Chlorination Supplies	11,242.72
	V # SINV00337943	ICS Integration Services LLC	Invoice # 3243 - Contracted Services	1,363.98
	V # SINV00336148	Kennedy Industries Inc	Invoice # 645697 - Materials and Supplies	2,493.00
			<b>Total</b>	<b>\$ 16,898.70</b>
	V # SINV00336798	Hubbell Roth & Clark Inc	Invoice # 0226407 - Contracted Services - 03/29/25 - Proj 1-7872	\$ 7,554.22
			<b>Project # 1-7872 Total</b>	<b>\$ 7,554.22</b>
	V # SINV00339834	Fishbeck	Invoice # 000000450901 - Contracted Services - Proj 1-7651	\$ 10,376.50
			<b>Project # 1-7651 Total</b>	<b>\$ 10,376.50</b>
	V # SINV00339830	Fishbeck	Invoice # 000000450898 - Contracted Services - Proj 1-7796	\$ 3,702.25
	V # SINV00338403	ICS Integration Services LLC	Invoice # 3226 - Contracted Services - Proj 1-7796	\$ 9,100.91
			<b>Project # 1-7796 Total</b>	<b>\$ 12,803.16</b>
			<b>Grand Total</b>	<b>\$ 47,632.58</b>

## **5. Clinton River Water Resource Recovery Facility**

## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
3. Public Comments
4. Present Change Order No. 1 for Clark Construction Company for Construction of the Optimization Phase II Project for a net increase in the amount of \$19,109.00
5. Present Change Order No. 9 for Clark Construction Company for Construction of the Optimization Phase I Project for a net increase in the amount of \$6,914
6. Present Construction Estimate No. 10 for Clark Construction Company for Construction of the Optimization Phase I Project in the amount of \$922,880.29 with a transfer to the Oakland County Treasurer in the amount of \$102,542.25
7. Present Construction Estimate No. 4 for Clark Construction Company for Construction of the Optimization Phase II Project in the amount of \$665,290.80 with a transfer to the Oakland County Treasurer in the amount of \$73,921.20
8. 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 \$152,013.07
9. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$1,217,859.51
10. Other business
11. Approve pro rata payment to Drainage Board members
12. Adjourn

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

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara, Chief Deputy Oakland County Water Resources  
Commissioner, for Jim Nash

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was  
moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were  
none.

Change Order No. 8 for Clark Construction Company for Construction of the  
Optimization Phase I Project for a net increase in the amount of \$175,575 was presented.  
It was moved by Markham, supported by Woodward, to approve Change Order No. 8 for  
Clark Construction Company for Construction of the Optimization Phase I Project for a  
net increase in the amount of \$175,575 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 9 for Clark Construction Company for Construction of  
the Optimization Phase I Project in the amount of \$776,471.89 with a transfer to the  
Oakland County Treasurer in the amount of \$86,274.65 was presented. It was moved by  
Markham, supported by Woodward, to approve Construction Estimate No. 9 for Clark  
Construction Company for Construction of the Optimization Phase I Project in the  
amount of \$776,471.89 with a transfer to the Oakland County Treasurer in the amount of  
\$86,274.65 as presented.

ADOPTED: Yeas - 3

Nays - 0

Construction Estimate No. 3 for Clark Construction Company for Construction of the Optimization Phase II Project in the amount of \$104,338.80 with a transfer to the Oakland County Treasurer in the amount of \$11,593.20 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 3 for Clark Construction Company for Construction of the Optimization Phase II Project in the amount of \$104,338.80 with a transfer to the Oakland County Treasurer in the amount of \$11,593.2 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 \$198,002.04 (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 \$198,002.04.

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 \$177,203.61 (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 \$177,203.61.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Vaara, 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.



---

Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, 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.

A handwritten signature in blue ink, appearing to read 'Anne Vaara', is written above a horizontal line.

Anne Vaara, Acting Chairperson

Dated: April 22, 2025

**CHANGE ORDER NO. 1**

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

Authorization for Extras To & Changes In Contract

Department No. : 6010101

Fund No. : FND84686

Project No. : PRJ-17720

Account No. : 731472

Program No. : PRG149015

Project Activity : FAC

Contract PO : PO 00076494

Contractor :

Clark Construction Company

2660 Superior Court

Auburn Hills, MI 48326

Contract No. : 10566

Date of Contract: 10/28/24

Completion Date: 1/26/28

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
	<b>LOCATION:</b> Clinton River Water Resource Recovery Facility - 1) New Screening Electrical Building 2) Old Blower Building					
1-1	<b>DESCRIPTION (Extra/Add):</b> Add a second Knox Box to be installed on the Screening Electrical Building, per description in attached revised Clark Construction Claim#1 dated April 18, 2025.	LS	1.0	\$1,136.00	\$1,136.00	---
1-1	<b>REASON:</b> Local Fire Marshal required a second Knox Box due to the design of the building as two rooms separated by a wall.					

**JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
1-2	<b>DESCRIPTION (Extra/Add):</b> Update Old Blower Building inlet louvers with fixed storm resistant louver, replace 16" AA piping on blower inlet with insulated duct, change blower inlet to vertical configuration and other minor revisions, per description in attached Work Directive#1 dated November 13, 2024.	LS	1.0	\$17,973.00	\$17,973.00	---
1-2	<b>REASON:</b> Additional space under and around the blower inlet piping is preferred. Also, more storm resistant louvers are being provided that fit into the full length of the window to improved weather resiliency.					
				Totals	\$19,109.00	\$0.00
				Net Increase	\$19,109.00	---

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




## CHANGE ORDER

## CHANGE ORDER NO. 1

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

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

Date: 05/16/2025


Recommended by:   
Allen Gelderloos, P.E. Consulting Engineer (Jacobs)

Date: 5/16/2025

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

Date: 5/16/2025

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, Sr. Project Manager  
Clark Construction Company

Date: 5/16/2025

Approved by:   
Steve Korth, P.E.  
Chief Manager

Date: May 16, 2025

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. 1

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

Notice to Proceed Date:	Monday, October 28, 2024
Contract Substantial Completion Date:	Thursday, October 28, 2027
Contract Final Completion Date:	Wednesday, January 26, 2028
Original Contract Value:	\$ 35,893,916.00
Previous C.O. Values:	\$ -
Change Order No. 1 Value	\$ 19,109.00
<b>Adjusted Contract Value</b>	<b>\$ 35,913,025.00</b>

**JIM NASH  
OAKLAND COUNTY WATER RESOURCE COMMISSIONER**

**CHANGE ORDER NO. 9**

**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
9-1	<b>LOCATION:</b> Clinton River Water Resource Recovery Facility - 1) East Blvd Outside of Chemical building.  <b>DESCRIPTION (Extra/Add):</b> Civil contractor work to feed power to the utility panel board for the natural gas generator from the existing panelboard LP-CB in the Chemical Building, per description in attached Work Directive#5 dated August 26, 2024. Electrical contractor work for this work directive was included previously under change order #4.	LS	1.0	\$6,914	\$6,914	---


**JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
9-1	<b>REASON:</b> Power connection to the 100A lighting panel for the new natural gas generator at East Boulevard was not specified.					
				Totals	\$6,914	\$0
				Net Increase	\$6,914	---


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

## CHANGE ORDER NO. 9

**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**

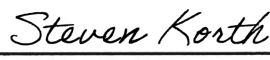
Prepared by:  Date: 05/16/2025  
Razik Alsaigh, P.E. - WRC Project Engineer

Recommended by:  Date: 5/16/2025  
Allen Gelderloos, P.E. Consulting Engineer (Jacobs)

Approved by:  Date: 5/16/2025  
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:  Date: 5/16/2025  
Karen M. Middleton, Sr. Project Manager  
Clark Construction Company

Approved by:  Date: May 16, 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. 9

**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:	\$ 371,537.00
Change Order No. 9 Value	\$ 6,914.00
<b>Adjusted Contract Value</b>	<b>\$ 30,928,885.00</b>

**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. 10

Period: April 1, 2025 to April 30, 2025

PO No. PO 00043820

Department No. : 6010101

Account No. : 731472

Fund No. : 84686

Program No. : 149015

Project No. : PRJ-17461

Activity : FAC

Vendor No. : 40855

Contractor :

Contract No. : CON00010566

Clark Construction Company

Notice to Proceed : 11/17/2023

2660 Superior Court

Substantial Completion Date : 11/16/2026

Auburn Hills, MI 48326

Final Completion Date : 01/30/2027

Original Contract Amount:

\$30,550,434.00

Previous Change Order Numbers (1 through 7):

\$195,962.00

Change Orders This Estimate Numbers (8):

\$175,575.00

Total Net Change Orders:

\$371,537.00

Adjusted Contract Amount:

\$30,921,971.00

Subtotal To Date: (Sheet 2 of 2 Column 7)

\$12,536,717.41

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

\$0.00

Gross Estimate: (Work in Place)

40.54%

\$12,536,717.41 ✓

Less Amount Reserved: (10% of Gross Estimate)

\$1,253,671.74

Total Amount Allowed To Date:

\$11,283,045.67

Less Previous Estimates:

\$10,360,165.38

Net Payment Request To Be Paid To Contractor:

\$922,880.29 ✓

Reserve Payment to Contractor

\$0.00

Balance of Contract To Date

\$18,385,253.59 ✓

Accounting Auditor:

KS 05/13/25

Less Previous Transfers To Reserve:

\$1,151,129.49

Amount of Current Transfer:

\$102,542.25 ✓

Prepared by:

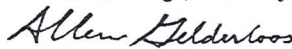


Razik Alsaigh, P.E. - Project Engineer

Date:

05/13/2025

Recommended by:

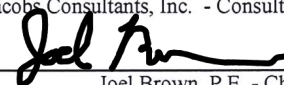


Jacobs Consultants, Inc. - Consulting Engineer

Date:

5/13/2025

Approved by:

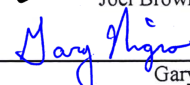


Joel Brown, P.E. - Chief Engineer

Date:

5/15/2025

Approved by:



Gary Nigro, P.E. - Manager

Date:

5/15/2025

Approved by Board on:

--

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

Construction Estimate No. 4

Estimate Period: April 1, 2025 to April 30, 2025

PO No. PO 00076494

Department No. : 6010101

Account No. : 731472

Fund No. : 84686

Program No. : 149015

Project No. : PRJ-17720

Activity : FAC

Vendor No. : 40855

Contractor :

Contract No. : CON00011282

Clark Construction Company

Notice to Proceed : 10/28/2024

2660 Superior Court

Substantial Completion Date : 10/28/2027

Auburn Hills, MI 48326

Final Completion Date : 01/26/2028

Original Contract Amount:

\$35,893,916.00

Previous Change Order Numbers (none):

\$0.00

Change Orders This Estimate Numbers (none):

\$0.00

Total Net Change Orders:

\$0.00

Adjusted Contract Amount:

\$35,893,916.00

Subtotal To Date: (Sheet 2 of 2 Column 7)

\$1,378,225.00

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

\$0.00

Gross Estimate: (Work in Place)

3.84%

\$1,378,225.00 ✓

Less Amount Reserved: (10% of Gross Estimate)

\$137,822.50

Total Amount Allowed To Date:

\$1,240,402.50

Less Previous Estimates:

\$575,111.70

Net Payment Request To Be Paid To Contractor:

\$665,290.80 ✓

Reserve Payment to Contractor

\$0.00

Balance of Contract To Date

\$34,515,691.00 ✓

Accounting Auditor: *KS* 05/13/25

Less Previous Transfers To Reserve:

\$63,901.30

Amount of Current Transfer:

\$73,921.20 ✓

Prepared by:

*Razik Alsaigh*

Razik Alsaigh, P.E. - Project Engineer

Date:

*05/13/2025*

Recommended by:

*Allen Geldenboos*

Jacobs Consulting Inc - Consulting Engineer

Date:

*5/13/2025*

Approved by:

*Joel Brown*

Joel Brown, P.E. - Chief Engineer

Date:

*5/15/25*

Approved by:

*Mary Nigro*

Gary Nigro, P.E. - Manager

Date:

*5/15/2025*

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

*HP for Shawn Phelps*

**DATE:** May 27, 2025

**SUBJECT:** Request for Approval of Invoices

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

Payable To	Ref No.	For	Amount
Grainger	Apr 2025	Pcard - Materials and Supplies #9481150226	\$ 1,675.92
Grainger	Apr 2025	Pcard - Materials and Supplies #9466734184	1,552.33
USA Blue Book	Apr 2025	Pcard - Lab Supplies # INV00674888	2,909.06
USA Blue Book	Apr 2025	Pcard - Lab Supplies # INV00691616	1,937.53
USA Blue Book	May 2025	Pcard - Lab Supplies # INV00704410	3,767.31
Brantley Development LLC	V # SINV00338577	Invoice # WWTPP25001 - Contracted Services	1,075.00
Brantley Development LLC	V # SINV00340748	Invoice # WWTPP25002 - Contracted Services	1,075.00
Brantley Development LLC	V # SINV00340913	Invoice # WWTPP25003 - Contracted Services	1,075.00
Cambi Inc	V # SINV00340750	Invoice # 609810-SP-055 - Material and Supplies	4,552.50
D3W Industries	V # SINV00336385	Invoice # 5176 - Material and Supplies	5,720.00
D3W Industries	TBP	Invoice # 5212 - Material and Supplies	5,720.00
Eastern Oil Company	V # SINV00335474	Invoice # INV105267 - Material and Supplies	1,671.03
Haviland Products Company	V # SINV00338349	Invoice # 537318 - Chemical Treatment	3,330.00
Haviland Products Company	TBP	Invoice # 538590 - Chemical Treatment	7,456.62
JGM Valve Corporation	V # SINV00340751	Invoice # 25-16938 - Maintenance Supplies	9,589.70
JGM Valve Corporation	V # SINV00340752	Invoice # 25-16941 - Maintenance Supplies	3,985.91
PVS Technologies Inc	V # SINV00338197	Invoice # 376720 - Chemical Treatment	5,159.88
PVS Technologies Inc	V # SINV00340626	Invoice # 377566 - Chemical Treatment	5,682.60
PVS Technologies Inc	V # SINV00340630	Invoice # 377692 - Chemical Treatment	3,090.12
Pipeline Management Company	TBP	Invoice # 24-02119 - Contracted Services	3,590.00
Pipeline Management Company	TBP	Invoice # 25-02547 - Contracted Services	2,920.00
Saber Building Services Inc	V # SINV00338351	Invoice # 46981 - Contracted Services - May 2025	1,800.00
L J Rolls Refrigeration Co	V # SINV00340754	Invoice # 98656 - Contracted Services	3,760.01
L J Rolls Refrigeration Co	V # SINV00335031	Invoice # 94705 - Contracted Services	8,310.80
Waste Management	V # SINV00338842	Invoice # 8866161 -1714-1 Garbage & Rubbish Disposal	1,163.32
Waste Management	V # SINV00338835	Invoice # 8866144 -1714-7 Garbage & Rubbish Disposal	1,114.32
Waste Management	V # SINV00338831	Invoice # 8866145 -1714-4 Garbage & Rubbish Disposal	1,360.32
Waterworks Systems & Equipment Inc	V # SINV00336570	Invoice # 10509 - Material and Supplies	7,736.25
York Repair	V # SINV00335652	Invoice # MRI-18490 - Contracted Services	2,901.00
York Repair	V # SINV00341790	Invoice # MRI-18709 - Contracted Services	5,039.00
<b>Subtotal</b>			<b>\$ 110,720.53</b>
OHM/Orchard Hiltz and McClimer	V # SINV00340894	Invoice # 87816 - Professional Services - Proj # 1-7047	\$ 3,549.00
<b>Subtotal - Project 1-7047</b>			<b>\$ 3,549.00</b>
Cambi Inc	V # SINV00336498	Invoice # 609810-SP-53 - Material and Supplies - Proj # 1-3470	\$ 13,215.49
York Repair	V # SINV00341792	Invoice # NI-8936 - Contracted Services	2,663.00
Great Lakes Pump & Supply Co	V # SINV00341787	Invoice # 79624 - Material and Supplies - Proj # 1-3470	1,835.00
<b>Subtotal - Project 1-3470</b>			<b>\$ 17,713.49</b>
Mark 1 Restoration Services	V # SINV00334914	Invoice # 2502-3 - Contracted Services - Proj # 1-3451	\$ 1,740.00
Mark 1 Restoration Services	V # SINV00334916	Invoice # 2502-4 - Contracted Services - Proj # 1-3451	\$ 1,460.00
<b>Subtotal - Project 1-3451</b>			<b>\$ 3,200.00</b>

Cambi Inc  
Cambi Inc

V # SINV00334923	Invoice # 609810-SP-52 - Material and Supplies - Proj # 1-3492	\$	4,664.00
V # SINV00336499	Invoice # 609810-SP-54 - Material and Supplies - Proj # 1-3492		12,166.05
<b>Subtotal - Project 1-3492</b>		<b>\$</b>	<b>16,830.05</b>

<b>Grand Total</b>	<b>\$</b>	<b>152,013.07</b>
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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

*HP for Shawn Phelps*

DATE: April 22, 2025

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

	Ref No.	For	Amount
Mark 1 Restoration / M One Limited Inc	V # SINV00337277	Invoice # 2502-1 - Building Improvement - Proj 1-2181	\$ 19,700.00
		<b>Total for Project # 1-2181</b>	<b>\$ 19,700.00</b>
Jacobs Consultant, Inc	V # SINV00340928	Invoice # C6A21702-15 - Engineering and Survey - 04/25/25 - Proj # 1-7720	\$ 79,963.53
PMA Consultants	V # SINV00338578	Invoice # 04582.00-2.03 - Monitoring Service	\$ 5,359.64
Arthur J. Gallagher Risk Management	V # SINV00341894	Invoice # 5529938 - Insurance - Excess Liability/Terrorism Premium Surplus Taxes	\$ 69,879.38
Arthur J. Gallagher Risk Management	V # SINV00341896	Invoice # 5530198 - Insurance - Builders Risk	\$ 210,348.00
Arthur J. Gallagher Risk Management	V # SINV00341899	Invoice # 5530229 - Insurance - Primary Excess Liability	\$ 119,767.15
Arthur J. Gallagher Risk Management	V # SINV00341871	Invoice # 5530234 - Insurance - Excess Liability	\$ 62,115.00
Arthur J. Gallagher Risk Management	V # SINV00341873	Invoice # 5530280 - Insurance - Excess Liability	\$ 69,879.38
Arthur J. Gallagher Risk Management	V # SINV00341877	Invoice # 5530343 - Insurance - General Liability	\$ 184,258.10
Arthur J. Gallagher Risk Management	V # SINV00341880	Invoice # 5530512 - Insurance - Excess Liability	\$ 65,343.75
Arthur J. Gallagher Risk Management	V # SINV00341883	Invoice # 5530513 - Insurance - Excess Liability	\$ 65,343.75
Arthur J. Gallagher Risk Management	V # SINV00341886	Invoice # 5542981 - Insurance - Owners Protective Professional	\$ 97,375.00
Arthur J. Gallagher Risk Management	V # SINV00341890	Invoice # 5542991 - Insurance - Contractors Pollution Liability	\$ 68,203.00
Arthur J. Gallagher Risk Management	V # SINV00340912	Invoice # 5557325 - Insurance - OCIP Administrative	\$ 30,000.00
		<b>Total for Project # 1-7720</b>	<b>\$ 1,127,835.68</b>
Jacobs Consultant, Inc	V # SINV00340927	Invoice # C6A21700-28- Engineering and Survey - 04/25/25 - Proj # 1-7461	\$ 70,323.83
		<b>Total for Project # 1-7461</b>	<b>\$ 70,323.83</b>
		<b>Total</b>	<b>\$ 1,217,859.51</b>

## **6. George W. Kuhn Drain**

## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
3. Public Comments
4. Present Memorandum from Sara Rubino, Drainage District Legal Counsel, dated May 27, 2025, requesting the Board approve the contract with Compass Strategies for a 6-month engagement at a cost of \$38,400 and authorize the Chairperson to execute the contract
5. Present Memorandum from Carrie Ricker Cox, WRC Special Project Manager, dated May 27, 2025, requesting the Board approve the GLWA Non-Disclosure Agreement and Legal Disclaimer for Release of the Model
6. Present Construction Estimate No. 11 for Rolls Mechanical for Construction of the HomeGuard Program in the amount of \$40,820.51
7. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$16,715.69
8. Other business
9. Approve pro rata payment to Drainage Board members
10. Adjourn

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

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara, Chief Deputy of the Oakland County Water Resources Commissioner, for Jim Nash

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were none.

Evans Bantios presented the Capital Improvement Plan for 2026 – 2030. He touched upon the major maintenance and sewer pipe repair work that is planned within the next five years. It was moved by Markham, supported by Woodward, to receive and file the Capital Improvement Plan for 2026-2030 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Evans Bantios presented the Collection System Capital Improvement Plan for 2026-2030. He briefly noted that 16% of the equipment within the collection system has approached the end of service. The five-year improvement plan will address the rehabilitation, repair, and/or replacement of the assets within the system to ensure the desired levels of service. It was moved by Markham, supported by Woodward, to receive and file the Collection System Capital Improvement Plan for 2026-2030 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Gary Nigro, P.E., Manager, dated April 22, 2025, requesting the Board approve the rates and charges for the rate year beginning July 1, 2025 was presented. It was moved by Markham, supported by Woodward, to approve the rates and charges for the rate year beginning July 1, 2025 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Present Construction Estimate No. 10 for Rolls Mechanical for Construction of the HomeGuard Program in the amount of \$46,752.54 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 10 for Rolls Mechanical for Construction of the HomeGuard Program in the amount of \$46,752.54 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$52,352.94 (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 \$52,352.94.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Vaara, 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.



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Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Anne Vaara, Acting Chairperson

Dated: April 22, 2025



**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

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

**FROM:** Sara Rubino, Drainage District Legal Counsel

**SUBJECT:** Contract Proposal

**DATE:** May 27, 2025

For more than a year, the George W. Kuhn Retention Treatment Basin in Madison Heights has received a considerable amount of unfavorable media attention. Unfortunately, the media reports have included inaccurate and misleading information regarding the facility. Dissemination of the misinformation has continued despite efforts from Oakland County leaders and internal marketing and communications staff.

The false information has resulted in proposed state legislation that would impose stiff financial penalties on Oakland County. It also has contributed to delays to the National Pollutant Discharge Elimination System permit renewal process. In addition, damage to the reputation of the facility has the potential to impair relationships with community stakeholders, regional partners, elected officials, and state departments.

Because of the seriousness of this issue, staff is recommending that Compass Strategies, a Detroit-based public affairs firm that provides public relations, governmental affairs, and community engagement support for public and private organizations, be retained for six months at a cost of \$38,400. This retainer-based engagement includes impact and activity assessment, communication support and management, and strategic planning to improve public relations and repair reputational harm.

**RECOMMENDED ACTION:** Approve the contract with Compass Strategies for a 6-month engagement at a cost of \$38,400 and authorize the Chairperson to execute the contract.

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

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

**FROM:** Carrie Ricker Cox, P.E., WRC Special Project Manager

**SUBJECT:** Great Lake Water Authority Model Release

**DATE:** May 27, 2025

The Great Lakes Water Authority (GLWA) and the Oakland County Water Resources Commissioner's office (WRC) have been collaborating to better understand current and future conditions during large rain events. To assess system performance under various conditions and operational protocols, a model is used. In order to share the GLWA system model with the WRC, the Authority is requesting that the Drainage District execute the attached non-disclosure agreement. The agreement describes the limited circumstances under which the model may be utilized.

**REQUESTED ACTION: Approve GLWA Non-Disclosure Agreement and Legal Disclaimer for Limited Release of the Model.**

**GREAT LAKES WATER AUTHORITY  
NON-DISCLOSURE AGREEMENT AND LEGAL DISCLAIMER FOR RELEASE OF MODEL**

This Non-Disclosure Agreement and Legal Disclaimer for Release of Model (“Agreement”) is made between the Great Lakes Water Authority (“GLWA”) and George W. Kuhn Drain (“Recipient”), each a “Party” and collectively, the “Parties”. This Agreement is effective as of the date of the last signature below (“Effective Date”).

**Recitals**

- a. To facilitate a Model User Group review of Member Partner model representations (“Project”), Recipient seeks permission to use GLWA’s proprietary Regional Wastewater Stormwater Management Model (SWMM) model (“Model”), and
- b. The purpose of this Agreement is to protect the security and integrity of GLWA’s sewage disposal system (“System”) by preventing the disclosure of the Model and any confidential, homeland security information contained within the Model to unauthorized parties during the Project and to establish the terms and conditions regarding Recipient’s use of and GLWA’s provision of the Model to Recipient.

Accordingly, the Parties agree as follows:

**A. Non-Disclosure**

1. **Use of Model.** Recipient may use and disclose the Model only for the limited purpose of completing the Project as more fully described in paragraph A.2, below. The Model may not be used, accessed, disclosed, copied, or otherwise transferred for any other purpose whatsoever.
2. **Restriction on Disclosure; Authorized Persons.** Recipient shall keep the Model strictly confidential and shall not disclose or cause or permit the Model to be disclosed to any person or entity outside of its organization’s officers, directors, and employees specifically engaged on the Project provided, however, that Recipient shall be permitted to disclose the Model to those third-party contractors of Recipient who are specifically engaged on the Project if have signed non-disclosure agreements at least as protective as this Agreement. If the employment or engagement of any authorized person or entity is terminated, Recipient agrees to use its best efforts to recover the Model, or any portion thereof, in such person’s or entity’s possession, custody, or control.
3. **Return of Model.** Upon written notice by GLWA terminating this Agreement or the completion of the Project (either a “Termination”), Recipient shall ensure that:
  - a. the USB flash drive, if any, provided to Recipient is returned to GLWA, data intact, promptly after the Termination date; and
  - b. all other electronic forms of the Model, if any, whether in the possession of Recipient or a third party, are securely erased from all electronic media on which it has been stored; and
  - c. all paper copies of the Model or other written information related to the Model, if any, whether in the possession of Recipient or a third party, are shredded within 2 business days after the Termination date.
4. **Standard of Care.** The Model shall not be sent electronically (emailed) to any authorized person or entity without first being encrypted and password protected (AES 128-bit or higher). The password

shall not be contained in the same electronic message as the Model. Recipient must protect the Model from both unauthorized use and unauthorized disclosure by exercising the same degree of care that Recipient uses with respect to confidential information of its own, except that Recipient must at least use reasonable care. Recipient shall notify its officers, directors, employees and third-party contractors of all obligations under this Agreement.

5. **Unauthorized Disclosure.** Recipient shall promptly notify GLWA in writing of each instance involving the unauthorized use, access, disclosure, misuse, alteration or other compromise of the Model, including a detailed description of the circumstances and the parties involved.
6. **Legally Required Disclosure.** In the event that Recipient is required to disclose any portion of the Model by applicable law, regulation, court order or legal process, Recipient shall use its best efforts to promptly notify GLWA in writing so that GLWA can seek a suitable protective order, and Recipient will provide commercially reasonable cooperation and assistance to GLWA in defending the disclosure. Nothing in this Section A.6 shall prohibit Recipient from acting in accordance with applicable law, regulation, court order or legal process.
7. **Limitations.** Recipient has no obligation to protect information that:
  - a. was known to Recipient prior to this Agreement without breach of a duty of confidentiality by Recipient or a third party;
  - b. is or becomes available to the public, other than by breach of this Agreement;
  - c. becomes known or is disclosed to Recipient by a third party with no duty of confidentiality to GLWA as to its disclosure;
  - d. is independently developed by Recipient without reference to or use of the Model; or
  - e. is disclosed pursuant to law or court order and Recipient has advised GLWA in advance of the requirement to disclose and no suitable protective order or equivalent is available.

## **B. Legal Disclaimer**

1. **Accuracy.** GLWA does not guarantee the accuracy or completeness of the Model including, without limitation, the information and data provided in the Model or resulting therefrom (“Data”). Use of the Model and Data is at the Recipient’s sole risk.
2. **No Warranty.** The Model and Data are provided “AS IS” and “AS AVAILABLE” and without warranty of any kind, implied, express, or statutory, including but not limited to warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose, freedom from computer virus, worm, Trojan horse or other malware, or any other warranty, condition, guarantee or representation, whether oral, in writing, or in electronic form.
3. **Errors and Omissions.** GLWA is not responsible for any errors or omissions contained in the Model and/or Data.
4. **Updates and Changes.** GLWA may update or change the Model and/or Data at any time without notice to Recipient.
5. **Advice.** The Model and Data do not and shall not serve as the offering of technical, legal or other advice to Recipient by GLWA.
6. **Damages.** GLWA is in no way responsible, and will not be held or alleged to be responsible, for conclusions drawn from Recipient’s use of the Model and/or Data, any action taken in reliance upon

such conclusions, or any damage or loss resulting from such action. In no event shall GLWA be liable for any direct, indirect, special or consequential damages resulting from, arising out of, or in connection with, the use or performance of the Model and/or Data.

### **C. Miscellaneous**

1. **Term; Survival.** The term of this Agreement shall be three (3) years from the Effective Date or one (1) year after the Project completion date, whichever is later, provided, however, that Recipient agrees that its indemnification obligations shall survive indefinitely.
2. **Points of Contact.** The designated points of contact for controlling the authorized release of the Model and Data are:

For GLWA:

Kevin Jankowski  
 Director of Wastewater Analytics, Planning and  
 Metering  
 6425 Huber Street Suite A-211  
 Detroit, MI 48211  
 Kevin.jankowski@glwater.org

For Recipient:

Carrie Ricker Cox  
 Special Projects Manager  
 One Public Works Drive  
 Building #95west  
 Waterford Township, MI 48328  
 coxc@oakgov.com

3. **Termination.** For any reason, GLWA may terminate this Agreement upon thirty (30) days written notice to Recipient's point of contact. Thereafter, Recipient shall return the Model in accordance with Section A.3 and certify in writing that it has satisfied its obligations thereunder.
4. **Indemnification.** To the extent permitted by applicable law, Recipient shall hold harmless GLWA from all claims, liabilities, damages, or judgments that arise as a result of Recipient's failure to meet its obligations under this Agreement or which arise as a result of the actions or inactions of any person or entity receiving the Model from Recipient, including without limitation those officers, directors, employees, and third parties receiving the Model from Recipient pursuant to Section A.2.
5. **Breach of Agreement.** A breach of this Agreement will be cause for prosecution in accordance with state and federal law and/or civil liability.
6. **Right to Enjoin Disclosure.** Recipient agrees that any unauthorized disclosure or use of the Model may cause GLWA irreparable harm for which its remedies at law would be inadequate. Therefore, in addition to any other rights it may have at law, GLWA will be entitled to equitable relief and GLWA may seek a temporary restraining order and injunction to protect the Model. Recipient will not raise or have available the defense of an adequate remedy at law. This provision does not alter any other remedies available to either Party.
7. **General.** This Agreement, and all actions arising hereunder, shall be governed by the laws of the State of Michigan. Recipient agrees that it will not commence any action against GLWA for any matter arising out of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan. This Agreement sets forth the entire agreement of the Parties as to the subject matter and all prior negotiations and agreements are merged herein. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each Party. The rights, benefits and obligations of this Agreement shall inure in all particulars to the benefit of each Party and its respective agents, successors and assigns and all other associated, affiliated or subsidiary entities, now existing, or subsequently created.

8. **Conflict.** Nothing in these terms and conditions is intended to conflict with current law or regulations. If a term or condition of these terms and conditions is inconsistent with any such authority, then that term or condition shall be invalid, but the remaining terms and conditions shall remain in full force and effect.
9. **Authorized Act.** Recipient represents and warrants that that this Agreement has been duly authorized and executed by an individual authorized to bind Recipient to its terms and conditions and constitutes a legal, valid and binding obligation of Recipient.
10. **Counterparts.** This Agreement may be executed in counterparts each of which shall constitute one and the same instrument, and either Party may execute this Agreement by signing any such counterpart.

*(Signatures appear on next page)*

Accordingly, the duly authorized representative of each Party has executed this Agreement as follows:

Great Lakes Water Authority  
735 Randolph, Suite 1900  
Detroit, Michigan 48226

George W. Kuhn Drain Drainage District  
One Public Works Drive, Building #95 West  
Waterford Township, MI 48328

By: \_\_\_\_\_  
Suzanne R. Coffey, P.E.  
Chief Executive Officer

Signature: \_\_\_\_\_  
Carrie Ricker Cox  
Special Projects Manager  
Click or tap to enter a date

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

Approved as to Form by  
GLWA General Counsel:

\_\_\_\_\_  
Signature Date

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. 11

April 1, 2025 to April 30, 2025

Department No. : 6010101  
Fund No. : 58510  
Project No. : 1-7840

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) \$457,635.20

Less Deductions to Date: (Sheet 2 of 2 Column 7) \$4,400.00

Gross Estimate: (Work in Place) \$453,235.20

Less Previous Estimates: \$412,414.69

Net Payment Request To Be Paid To Contractor: \$40,820.51

Balance of Contract To Date \$292,364.80

Accounting Auditor:

Prepared by: Jennifer Cook  
Jennifer Cook (May 16, 2025 14:30 EDT)  
Jen Cook, P.E. - Project Engineer

Date: 05/16/2025

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

Date: 05/16/2025

Approved by: Joel Brown  
Joel Brown (May 16, 2025 14:43 EDT)  
Joel Brown, P.E. - Chief Engineer

Date: 05/16/2025

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

*# for Shawn Phelps*

**DATE:** May 27, 2025

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

Payable To	Ref No.	For	Amount
Dickinson Wright PLLC	TBP	Invoice # 2037248 - Legal Services - 04/30/25	\$ 4,089.62
		<b>Subtotal</b>	<b>\$ 4,089.62</b>
Clinton River Watershed Council	TBP	Invoice # 1040 - Contracted Services - Proj #17467	12,000.00
		<b>Project #17467 Total</b>	<b>\$ 12,000.00</b>
Tetra Tech Inc	SINV00339403	Invoice # 52417876 - Contracted Services Proj #17541	500.57
		<b>Project #17541 Total</b>	<b>\$ 500.57</b>
Fishbeck	SINV00339858	Invoice # 000000450905 - Contracted Services Proj #17885	125.50
		<b>Project #17885 Total</b>	<b>\$ 125.50</b>
		<b>Grand Total</b>	<b>\$ 16,715.69</b>

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

## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
3. Public Comments
4. Present Construction Estimate No. 38 for Walsh Construction for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,103,769.81
5. Present Construction Estimate No. 4 for Lawrence M. Clarke, Inc. for Construction of the I-696 Pump Station Rehabilitation in the amount of \$446,258.24 with a transfer to the Oakland County Treasurer in the amount of \$48,473.42
6. Present Construction Estimate No. 6 for SAK Construction for Design and Construction of the Southfield Sewer Lining Project in the amount of \$77,484.65 with a transfer to the Oakland County Treasurer in the amount of \$8,609.41
7. Present request for Board approval of payment of invoices from the Evergreen Farmington Sanitary Drain from the Maintenance Fund in the amount of \$81,736.14
8. Present request for Board approval of payment of invoices from the Evergreen Farmington Sanitary Drain from the Construction Fund in the amount of \$248,159.62
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

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

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara, Chief Deputy Oakland County Water Resources Commissioner, for Jim Nash

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were none.

A resolution proposing a special assessment roll and authorizing the issuance of bonds to fund the establishment and construction of drain improvements to comply with an Administrative Consent Order and to apportion the cost to the benefitting public corporations was presented. It was moved by Markham and supported by Woodward, to approve the resolution.

ADOPTED: Yeas - 3  
Nays - 0

Drew Sandahl, P.E., Chief Engineer, presented the Capital Improvement Plan for 2026-2030. He advised that there are significant investments detailed in the plan that are extremely beneficial to the Drainage District's infrastructure. It was moved by Markham, supported by Woodward, to receive and file the Capital Improvement Plan for 2026-2030.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Gary Nigro, P.E., Manager, dated April 22, 2025, requesting the Board approve the proposed operating budget and sewer charges and cost allocation for

the rate year beginning July 1, 2025 were presented. It was moved by Markham, supported by Woodward, to approve the proposed operating budget and sewer charges and cost allocation for the rate year beginning July 1, 2025 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Lawrence Young, Civil Engineer II, dated April 22, 2025, requesting the Board approve the Lakeside Level Sensor Replacement Project for the budgeted amount of \$5,000 from capital improvement reserves was presented. It was moved by Markham, supported by Woodward to approve the Lakeside Level Sensor Replacement Project for the budgeted amount of \$5,000 from capital improvement reserves.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 37 for Walsh Construction for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$606,558.67 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 37 for Walsh Construction for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$606,558.67.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 5 for SAK Construction for Design and Construction of the Southfield Sewer Lining Project in the amount of \$39,673.83 with a transfer to the Oakland County Treasurer in the amount of \$4,408.20 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 5 for SAK Construction for Design and Construction of the Southfield Sewer Lining Project in the amount of \$39,673.83 with a transfer to the Oakland County Treasurer in the amount of \$4,408.20.

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 \$366,523.04 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 \$366,523.04.

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 \$61,990.22 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 \$61,990.22.

ADOPTED: Yeas - 3  
Nays - 0

A motion was made by Markham, supported by Woodward, to enter into closed session at 2:25 p.m. to consider an attorney-client memorandum exempt from discussion or disclosure pursuant to section 8(h) of the Freedom of Information Act.

ADOPTED: Markham Yea  
Woodward Yea  
Vaara Yea  
  
Nays - 0

Acting Chairperson Vaara declared the closed session ended at 2:50 p.m.

It was moved by Markham, supported by Woodward, to proceed as directed by legal counsel in closed session.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Anne Vaara, Acting Chairperson

Dated: April 22, 2025

**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. 38

April 1, 2025 to Apr 30, 2025

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)		\$33,532,642.17	
Less Deductions to Date: (Sheet 2 of 3 Column 7)		\$0.00	
Gross Estimate: (Work in Place)	66.38%	\$33,532,642.17	✓
Less Amount Reserved: (5% of Adjusted Contract Amount)		\$2,525,622.21	
Total Amount Allowed To Date:		\$31,007,019.96	
Less Previous Estimates:		\$29,903,250.15	
Net Payment Request To Be Paid To Contractor:		\$1,103,769.81	
Reserve Payment to Contractor		\$0.00	
Balance of Contract To Date	✓	\$16,979,801.97	Accounting Auditor: <i>BCR</i> 5/12/2025
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: 05/05/2025

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

Date: 5/5/2025

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

Date: 5-12-2025

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

Date: 5/20/2025

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 I-696 Pump Station Rehabilitation  
Southfield  
Oakland County, Michigan**

Construction Estimate No. 4

November 28, 2024 to May 13, 2025

Department No. : 6010101  
Fund No. : 82410  
Project No. : PRJ-17459

Account No. : 730352

Program No. : 149667

Activity : CON ✓

Vendor No. : 16424

Contract No. : 00009173

Date of Contract : 2/9/2024

Completion Date : 6/3/2025

Contractor :  
Lawrence M. Clarke Inc.  
50850 Bemis Rd  
Belleville, MI 48111

Original Contract Amount: \$1,597,500.00

Previous Change Order Numbers (none): \$0.00

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

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$1,597,500.00 ✓

Subtotal To Date: (Sheet 2 of 2 Column 7) \$808,747.50

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

Gross Estimate: (Work in Place) 50.63% \$808,747.50

Less Amount Reserved: (5% of Adjusted Contract Amount) \$79,875.00 ✓

Total Amount Allowed To Date: \$728,872.50

Less Previous Estimates: \$282,614.27

Net Payment Request To Be Paid To Contractor: \$446,258.24

Reserve Payment to Contractor \$0.00

Balance of Contract To Date ✓ \$788,752.50 Accounting Auditor: *BCR* 5//16/2025

Less Previous Transfers To Reserve: \$31,401.59 ✓

Amount of Current Transfer: \$48,473.42

Prepared by: Scott Schultz  
Scott Schultz - Project Engineer

Date: 5-16-25

Recommended by: Mark Mattson  
Mark Mattson, P.E. - Consulting Engineer

Date: 5-16-2025

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

Date: 5/21/2025

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 Design and Construction of the Southfield Sewer Lining Project**  
**Southfield**  
**Oakland County, Michigan**

Construction Estimate No. 6

April 1, 2025 to April 31, 2025

Department No.: 6010101  
Fund No.: 82410  
Project No.: PRJ-17455  
PO#: PO00071175

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) \$393,863.27

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

Gross Estimate: (Work in Place) 5.33% \$393,863.27

Less Amount Reserved: (10% of Gross Estimate) \$39,386.33

Total Amount Allowed To Date: \$354,476.94

Less Previous Estimates: \$276,992.29

Net Payment Request To Be Paid To Contractor: \$77,484.65

Reserve Payment to Contractor \$0.00

Balance of Contract To Date ✓ \$6,993,597.73 Accounting Auditor: *BCR* 5/15/2025

Less Previous Transfers To Reserve: \$30,776.92

Amount of Current Transfer: \$8,609.41

Prepared by: Scott Schultz  
Scott Schultz - Project Engineer

Date: 5-15-25

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

Date: 05/16/2025

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

Date: 5/19/2025

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

*HP for Shawn Phelps*

**DATE:** May 27, 2025

**SUBJECT:** Request for Approval of Invoices

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

Payable To	Ref No.	For	Amount
DLZ Michigan Inc	SINV00335840	Inv# 000403291 - Engineering Services - Proj #17458	3,030.00
DLZ Michigan Inc	SINV00342204	Inv# 000403282 - Engineering Services - Proj #17458	4,602.50
		<b>Subtotal - Project #17458</b>	<b>7,632.50</b>
DLZ Michigan Inc	SINV00340747	Inv# 000403284 - Engineering Services - Proj #17459	13,858.00
		<b>Subtotal - Project #17459</b>	<b>13,858.00</b>
Applied Science Inc	SINV00336568	Inv# 8916 - Contracted Services - Proj #17542	3,197.00
		<b>Subtotal - Project #17542</b>	<b>3,197.00</b>
Applied Science Inc	SINV00336568	Inv# 8916 - Contracted Services - Proj #17543	3,310.00
		<b>Subtotal - Project #17543</b>	<b>3,310.00</b>
DLZ Michigan Inc	SINV00340746	Inv# 000403274 - Engineering Services - Proj #17554	3,904.73
		<b>Subtotal - Project #17554</b>	<b>3,904.73</b>
DLZ Michigan Inc	SINV00340744	Inv# 000403272 - Engineering Services - Proj #17555	3,875.66
		<b>Subtotal - Project #17555</b>	<b>3,875.66</b>
Orchard Hiltz and McCliment Inc (OHM)	SINV00342207	Inv# 86907 - Proj #17581 - Contracted Services	1,431.25
		<b>Subtotal - Project #17581</b>	<b>1,431.25</b>
Dickinson Wright PLLC	SINV00340649	Inv# 1978140 - Legal Services	2,552.00
Dickinson Wright PLLC	SINV00340652	Inv# 1988388 - Legal Services	1,213.00
Dickinson Wright PLLC	SINV00340654	Inv# 1999587 - Legal Services	17,796.00
Dickinson Wright PLLC	SINV00340655	Inv# 2014987 - Legal Services	4,797.50
Kotz Sangster Wysocki PC	SINV00337900	Inv# 619899 - Legal Services	6,413.75
Orchard Hiltz and McCliment Inc (OHM)	SINV00342206	Inv# 86904 - Contracted Services	6,845.50
Orchard Hiltz and McCliment Inc (OHM)	SINV00342209	Inv# 87813 - Contracted Services	1,520.00
Pipeline Management Company LLC	SINV00342283	Inv# 24-01988 - Contracted Services	3,389.25
			<b>Subtotal 44,527.00</b>
			<b>Total 81,736.14</b>

**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

*HS for Shawn Phelps*

**DATE:** May 27, 2025

**SUBJECT:** Request for Approval of Invoices

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

Payable To	Ref No.	For	Amount
Kurschat and Company	SINV00338407	Inv# 6740 - Appraisal Fees - PRJ-17449	5,000.00
FK Engineering Associates	SINV00339823	Inv# 24-162-003 - Engineering Services - PRJ-17449	225,739.62
		<b>Subtotal - Project #17449</b>	<b>230,739.62</b>
Neyer Tiseo & Hindo Ltd (NTH)	SINV00335843	Inv# 638687 - Engineering Services - PRJ-17452	4,500.00
Neyer Tiseo & Hindo Ltd (NTH)	SINV00342287	Inv# 638946 - Engineering Services - PRJ-17452	7,100.00
PMA Consultants LLC	SINV00336516	Inv# 04582.00-1.0-26 - Professional Services - PRJ-17452	5,820.00
		<b>Subtotal - Project #17452</b>	<b>17,420.00</b>
		<b>Total</b>	<b>248,159.62</b>

## **8. Augusta Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE AUGUSTA DRAIN**

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
3. Public Comments
4. Present Change Order No. 1 for Pamar Enterprises, Inc. for the Construction of the Augusta Drainage Improvements – Storm System Rehabilitation for a net increase in the amount of \$4,096.58
5. Present Construction Estimate No. 3 for Trojan Development Company, Inc. for the Augusta Drainage District Improvements - Drop Fall Structure Reconstruction in the amount of \$102,516.75
6. Present Construction Estimate No. 4 for Pamar Enterprises for Construction of the Augusta Drainage District Improvements - Storm System Rehabilitation in the amount of \$155,398.06
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara, Chief Deputy of the Oakland County Water Resources Commissioner, for Jim Nash

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were none.

Construction Estimate No. 2 for Trojan Development Company, Inc. for the Augusta Drainage District Improvements - Drop Fall Structure Reconstruction in the amount of \$124,942.48 with a transfer to the Oakland County Treasurer in the amount of \$8,082.75 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 2 for Trojan Development Company, Inc. for the Augusta Drainage District Improvements - Drop Fall Structure Reconstruction in the amount of \$124,942.48 with a transfer to the Oakland County Treasurer in the amount of \$8,082.75 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 3 for Pamar Enterprises for Construction of the Augusta Drainage District Improvements - Storm System Rehabilitation in the amount of \$51,107.09 with a transfer to the Oakland County Treasurer in the amount of \$5,242.91 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 3 for Pamar Enterprises for Construction of the Augusta Drainage District Improvements - Storm System Rehabilitation in the amount of \$51,107.09 with a transfer to the Oakland County Treasurer in the amount of \$5,242.91 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 \$57,411.70 (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 \$57,411.70.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Vaara, supported by Woodward, 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.



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Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, 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.



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Anne Vaara, Acting Chairperson

Dated: April 22, 2025

**CHANGE ORDER****CHANGE ORDER NO. 1**

**Jim Nash, Oakland County Water Resources Commissioner**  
**Augusta Drain Drainage District**  
**For Construction of the Augusta Drainage Improvements - Storm System Rehabilitation**  
**City of Pontiac**  
**Oakland County, Michigan**

Authorization for Extras To & Changes In Contract

Department No. : CCN6010101

Fund No. : FND84495

Project No. : PRJ-17557

Account No. : SC730373

Program No. : PRG149015

Project Activity : FAC

Contractor : Pamar Enterprises, Inc.

58021 Gratiot Avenue

New Haven, MI 48048

Contract No. : CON00011281

Date of Contract: 12/18/24

Completion Date: 7/31/25

PO Number : PO00076760

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
A	<b>LOCATION: Augusta Drainage District</b> City of Pontiac - Wayne Street (Pipe ID 23447) See plan sheet C-5 <b>DESCRIPTION : Extra/Add</b>  <b>Sewer Lining, CIPP, 8-Inch Storm</b>  <b>REASON:</b> Revised pay items for additional CIPP lining sizes were required to complete the work since the record drawings used in the design had the incorrect pipe sizes listed. The record drawings show this pipe as 12 inch pipe, however the pipe is 8 inch. Contractor came to the solution to come up with revised unit prices for the correct size pipe based on the unit prices provided in the Contract for the 12 and 15 inch lining. Work included in the pay item is identical to the work required on the original 12 and 15 inch lining pay items. Price was determined based on the difference in cost for the change in pipe size. All parties are in agreement on the prices provided for the updated storm sewer lining pay items.	Lft	10.0	\$250.87	\$ 2,508.70	---

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

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
B	<p><b>LOCATION: Augusta Drainage District</b> City of Pontiac - Clark Street (Pipe ID - 22945) See plan sheet C-4</p> <p><b>DESCRIPTION : Extra/Add</b></p> <p><b>Sewer Lining, CIPP, 10-Inch Storm</b></p> <p><b>REASON:</b> Revised pay items for additional CIPP lining sizes were required to complete the work since the record drawings used in the design had the incorrect pipe sizes listed. The record drawings show this pipe as 12 inch pipe, however the pipe is 10 inch. Contractor came to the solution to come up with revised unit prices for the correct size pipe based on the unit prices provided in the Contract for the 12 and 15 inch lining. Work included in the pay item is identical to the work required on the original 12 and 15 inch lining pay items. Price was determined based on the difference in cost for the change in pipe size. All parties are in agreement on the prices provided for the updated storm sewer lining pay items.</p>	Lft	32.0	\$255.59	\$ 8,178.88	---
C	<p><b>LOCATION: Augusta Drainage District</b> City of Pontiac - Pine Street (Pipe ID 23397) See plan sheet C-5</p> <p><b>DESCRIPTION : Extra/Add</b></p> <p><b>Sewer Lining, CIPP, 18-Inch Storm</b></p> <p><b>REASON:</b> Revised pay items for additional CIPP lining sizes were required to complete the work since the record drawings used in the design had the incorrect pipe sizes listed. The record drawings show this pipe as 12 inch pipe, however the pipe is 18 inch. Contractor came to the solution to come up with revised unit prices for the correct size pipe based on the unit prices provided in the Contract for the 12 and 15 inch lining. Work included in the pay item is identical to the work required on the original 12 and 15 inch lining pay items. Price was determined based on the difference in cost for the change in pipe size. All parties are in agreement on the prices provided for the updated storm sewer lining pay items.</p>	Lft	20.0	\$290.20	\$ 5,804.00	---

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

## CHANGE ORDER

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
D	<p><b>LOCATION: Augusta Drainage District</b> City of Pontiac - ID's 23447, 22945 and 23397 See plan sheets C-4 &amp; C-5</p> <p><b>DESCRIPTION : Change Delete</b></p> <p><b>Sewer Lining, CIPP, 12-Inch Storm</b></p> <p><b>REASON:</b> As explained in Items A, B, and C, the record drawings indicate that Pipes ID 23447, 22945, and 23397 are 12-inch. However, field conditions show that these pipes are of different sizes. Item D of change order removes the cost associated with the 12-inch lining. The lining for Pipes ID 23447, 22945, and 23397 will be paid under Items A, B, and C, based on the actual sizes. All parties are in agreement with the prices provided for the updated storm sewer lining pay items.</p>	Lft	-62.0	\$260.00		\$16,120.00
E	<p><b>LOCATION: Augusta Drainage District</b> City of Pontiac - ID's 23447, 22945 and 23397 See plan sheets C-4 &amp; C-5</p> <p><b>DESCRIPTION : Extra/Add</b></p> <p><b>Line Re-Design Engineering</b></p> <p><b>REASON:</b> Revised pay items for redesigning CIPP lining were required to complete the work since the record drawings used in the design had the incorrect pipe sizes listed. Due to this, engineering calculations had to be re-done for the design of the additional CIPP line sizes. Amount was determined by taking a base price of \$1000 per line x 1.06 x 1.15 = \$1150. All parties are in agreement on the price provided for the additional line design engineering.</p>	Ea	3.0	\$1,150.00	\$ 3,450.00	---

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

## CHANGE ORDER

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
F	<b>LOCATION: Augusta Drainage District</b> City of Pontiac - ID 1081450 See plan sheet C-5 <b>DESCRIPTION : Extra/Add</b>  <b>Heavy Cleaning, 12-15 inch</b>  <b>REASON:</b> The addition of pay items for Heavy Cleaning was required to complete the cleaning due to the presence of a dead animal within the pipe. Price was determined based on the pay item of the same name and same requirements for the Pontiac-Clinton River (PCR) No. 1 . All parties are in agreement on the prices provided for the heavy cleaning.	Hr	0.5	\$550.00	\$ 275.00	---
				Totals	\$ 20,216.58	\$16,120.00
				Net Increase	\$4,096.58	

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

## CHANGE ORDER NO. 1

**Jim Nash, Oakland County Water Resources Commissioner**  
**Augusta Drain Drainage District**  
**For Construction of the Augusta Drainage Improvements - Storm System Rehabilitation**  
**City of Pontiac**  
**Oakland County, Michigan**

Prepared by: Geoff Wilson Date: 5/19/25  
Geoff Wilson, P.E. - Chief Engineer (WRC)

Recommended by: Fatemeh Babakhani Date: 5/13/2025  
Fatemeh Babakhani, P.E. - Consulting Engineer (HRC)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary Nigro, P.E. - Manager (WRC)

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

Accepted by: Josh Rinke Date: 5-13-2025  
Name/Title: Josh Rinke, Project Manager  
Company: Pamar Enterprises

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. 1

**Jim Nash, Oakland County Water Resources Commissioner  
Augusta Drain Drainage District  
For Construction of the Augusta Drainage Improvements - Storm System Rehabilitation  
City of Pontiac  
Oakland County, Michigan**

Notice to Proceed Date:	Wednesday, December 18, 2024
Contract Substantial Completion Date:	Saturday, May 31, 2025
Contract Final Completion Date:	Thursday, July 31, 2025
Original Contract Value:	\$ 454,587.94
Previous C.O. Values:	\$ -
Change Order No. 1 Value	\$ 4,096.58
<b>Adjusted Contract Value</b>	<b>\$ 458,684.52</b>

**JIM NASH  
OAKLAND COUNTY WATER RESOURCE COMMISSIONER**

**Jim Nash, Oakland County Water Resources Commissioner**  
**Augusta Drainage District**  
**For Construction of the Augusta Drainage District Improvements - Drop Fall Structure Reconstruction**  
**City of Pontiac**  
**Oakland County, Michigan**

Construction Estimate No. 3

April 1, 2025 to April 30, 2025

Department No.: CCN6010101

Fund No.: FND84495

Project No.: PRJ-17557

Account No.: SC730373

Program No.: PRG149015

Activity : FAC

Vendor No. : 5297

Contract No. : CON00011279

Date of Contract: 12/20/2024

Completion Date: 7/31/2025

PO Number: PO00076762

Contractor: Trojan Development Company, Inc.  
 (Name & Address) 2260 Metamora Road  
 Oxford, MI 48371

Original Contract Amount: \$491,112.50

Previous Change Order Numbers (none): \$0.00

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

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$491,112.50

Subtotal To Date: (Sheet 2 of 2 Column 7) \$400,270.75

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

Gross Estimate: (Work in Place) 81.50% \$400,270.75

Less Amount Reserved: (5% of Adjusted Contract Amount) \$24,555.63

Total Amount Allowed To Date: \$375,715.12

Less Previous Estimates: \$273,198.37

Net Payment Request To Be Paid To Contractor: \$102,516.75 ✓

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$90,841.75 ✓ Accounting Auditor: KS 05/16/25

Less Previous Transfers To Reserve: \$24,555.63

Amount of Current Transfer: \$0.00

Prepared by: Geoff Wilson  
 Geoff Wilson, P.E. - Chief Engineer (WRC)

Date: 5/16/2025

Recommended by: Fatemeh Babakhani  
 Fatemeh Babakhani, P.E. - Consulting Engineer (HRC)

Date: 5/13/2025

Approved by: Gary Nigro  
 Gary Nigro, P.E. - Manager (WRC)

Date: May 21, 2025

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

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



**Jim Nash, Oakland County Water Resources Commissioner**  
**Augusta Drain Drainage District**  
**For Construction of the Augusta Drain Drainage District Improvements- Storm System Rehabilitation**  
**Pontiac, MI**  
**Oakland County, Michigan**

Construction Estimate No. 4

April 1, 2025 to April 30, 2025

Department No.: CCN6010101  
Fund No.: FND84495  
Project No.: PRJ-17557

Account No.: SC730373  
Program No.: PRG149015  
Activity: FAC  
Vendor No.: 4186  
Contract No.: CON00011281  
Date of Contract: 12/18/2024  
Completion Date: 7/31/2025  
PO Number: PO00076760

Contractor: Pamar Enterprises, Inc.  
(Name & Address) 58021 Gratiot Avenue  
New Haven, MI 48048

Original Contract Amount:		\$454,587.94
Previous Change Order Numbers (none):		\$0.00
Change Orders This Estimate Numbers (none):		\$0.00
Total Net Change Orders:		\$0.00
Adjusted Contract Amount:		\$454,587.94
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$386,612.96
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place)	85.05%	\$386,612.96
Less Amount Reserved: (5% of Adjusted Contract Amount)		\$22,729.40
Total Amount Allowed To Date:		\$363,883.56
Less Previous Estimates:		\$208,485.50
Net Payment Request To Be Paid To Contractor:		\$155,398.06 ✓
Reserve Payment to Contractor		\$0.00
Balance of Contract To Date	\$67,974.98 ✓	Accounting Auditor: <i>KS</i> 5/16/25
Less Previous Transfers To Reserve:		\$22,729.40
Amount of Current Transfer:		\$0.00

Prepared by: *Geoff Wilson*  
Geoff Wilson, P.E. - Chief Engineer (WRC)

Date: 5/16/2025

Recommended by: *Fatemeh Babakhani*  
Fatemeh Babakhani, P.E. - Consulting Engineer (HRC)

Date: 5/13/2025

Approved by: *Mary Nigro*  
Gary Nigro, P.E. - Manager (WRC)

Date: May 21, 2025

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

## **9. Joachim Relief Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE JOACHIM RELIEF DRAIN**

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
3. Public Comments
4. Present Construction Estimate No. 3 for Pipeline Management Company, LLC for Construction of the Joachim Drain Drainage District Improvements in the amount of \$244,775.00
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**

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara, Chief Deputy of the Oakland County Water Resources Commissioner, for Jim Nash

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara asked if there were any public comments. There were none.

Construction Estimate No. 2 for Pipeline Management Company, LLC for Construction of the Joachim Drain Drainage District Improvements in the amount of \$116,050.50 with a transfer to the Oakland County Treasurer in the amount of \$11,779.50 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 2 for Pipeline Management Company, LLC for Construction of the Joachim Drain Drainage District Improvements in the amount of \$116,050.50 with a transfer to the Oakland County Treasurer in the amount of \$11,779.50 as presented.

ADOPTED: Yeas - 3  
Nays - 0

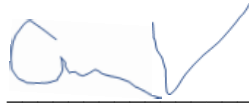
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$20,465.56 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$20,465.56.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Vaara, 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.



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Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, 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.



---

Anne Vaara, Acting Chairperson

Dated: April 22, 2025

**Jim Nash, Oakland County Water Resources Commissioner  
Joachim Drain Drainage District  
For Construction of the Joachim Drain Drainage District Improvements  
City of Pontiac  
Oakland County, Michigan**

Construction Estimate No. 3

April 01, 2025- April 26, 2025

Department No.: CCN6010101

Fund No.: FND84526

Project No.: PRJ-17558

Account No.: SC730373

Program No.: PRG149015

Activity: FAC

Vendor No.: 15328

Contract No.: CON00011278

Date of Contract: 12/20/2024

Completion Date: 3/10/2025

PO Number: PO00078459

Contractor: Pipeline Management Company, LLC  
(Name & Address) 2673 E Maple Road  
Milford Charter Township, MI 48381

Original Contract Amount: \$519,590.00

Previous Change Order Numbers (none): \$0.00

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

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$519,590.00

Subtotal To Date: (Sheet 2 of 2 Column 7) \$514,605.00

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

Gross Estimate: (Work in Place) 99.04% \$514,605.00

Less Amount Reserved: (5% of Adjusted Contract Amount) \$25,979.50

Total Amount Allowed To Date: \$488,625.50

Less Previous Estimates: \$243,850.50

Net Payment Request To Be Paid To Contractor: \$244,775.00

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$4,985.00 Accounting Auditor: *KS* 5/16/25

Less Previous Transfers To Reserve: \$25,979.50

Amount of Current Transfer: \$0.00

Prepared by: *Geoff Wilson*  
Geoff Wilson, P.E. - Chief Engineer (WRC)

Date: 5/16/2025

Recommended by: *Fatemeh Babakhani*  
Fatemeh Babakhani, P.E. - Consulting Engineer (HRC)

Date: 5/12/2025

Approved by: *Mary Nigro*  
Mary Nigro, P.E. - Manager (WRC)

Date: May 21, 2025

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

**JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

## **10. Pontiac Clinton River #1 Drain**



## **AGENDA**

### **DRAINAGE BOARD FOR THE PONTIAC CLINTON RIVER NO. 1 DRAIN**

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of March 25, 2025
3. Public Comments
4. Present Change Order No. 1 for Pamar Enterprises for Construction of the PCR No. 1 Drain Drainage District Improvements for a net decrease in the amount of \$9,850.00
5. Present Construction Estimate No. 4 for Pamar Enterprises for Construction of the PCR No. 1 Drain Drainage District Improvements in the amount of \$179,293.29 with a transfer to the Oakland County Treasurer in the amount of \$2,882.00
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**

March 25, 2025

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 25<sup>th</sup> day of March 2025.

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 February 25, 2025, 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.

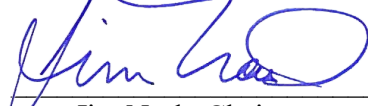
Construction Estimate No. 2 for Pamar Enterprises for Construction of the PCR No. 1 Drain Drainage District Improvements in the amount of \$10,689.75 with a transfer to the Oakland County Treasurer in the amount of \$1,187.75 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 2 for Pamar Enterprises for Construction of the PCR No. 1 Drain Drainage District Improvements in the amount of \$10,689.75 with a transfer to the Oakland County Treasurer in the amount of \$1,187.75 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.



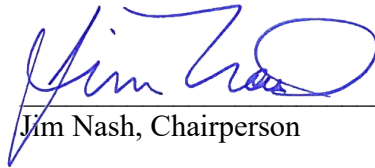
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Pontiac Clinton River No. 1 Drain, Oakland County, Michigan, held on the 25<sup>th</sup> day of March 2025, 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: March 25, 2025

## CHANGE ORDER NO. 1

**Jim Nash, Oakland County Water Resources Commissioner**  
**Pontiac-Clinton River No. 1 Drain Drainage District**  
**For Construction of the Pontiac-Clinton River (PCR) No. 1 Drain Drainage District Improvements**  
**Pontiac, MI**  
**Oakland County, Michigan**  
 Authorization for Extras To & Changes In Contract

Department No. : CCN6010101

Account No. : SC730373

Fund No. : FND84447

Program No. : PRG149015

Project No. : PRJ-17559

Project Activity : FAC

Contractor : Pamar Enterprises, Inc.  
 (Name & Address) 58021 Gratiot Avenue  
 New Haven, MI 48048

Contract No. : CON00011347  
 Date of Contract: 11/27/2024  
 Completion Date: 3/10/2025  
 PO Number : PO00077682

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
A	<b>LOCATION: Pontiac-Clinton River No. 1 Drainage District</b> City of Pontiac - Outlet near Union St See plan sheet S-3 <b>DESCRIPTION: Change Delete</b> <b>Pressure Relief Valve Repair Type 5</b> <b>REASON:</b> Revised pay items for the removal of two (2) units since the full scope could not be completed due to inaccessibility. Contractor came to the solution to complete 30% of the work involved for three (3) structures. Work included in the pay item is identical to the work required on the original pay items, until the inaccessibility prevented further work. Price was determined based on the 30% completion for three structures. Out of six (6), three (3) were fully completed, and the remaining three (3) were 30% completed, resulting in four (4) total units. All parties are in agreement on the prices provided for the updated pressure release valve repair pay items.	Ea	-2.0	\$5,800.00	---	\$11,600.00

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

## CHANGE ORDER

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
B	<b>LOCATION: Pontiac-Clinton River No. 1 Drainage District</b> City of Pontiac - Outlet near Union St See plan sheet S-3  <b>DESCRIPTION: Change Add</b>  <b>Weep Hole Cleaning</b>  <b>REASON:</b> The addition of pay items for Weep Hole Cleaning was required to complete the work since three (3) of the pressure relief valve repairs could not be fully completed. As a way to relieve pressure, the contractor and engineer came to the solution to clean the existing weep holes in the outlet structure. Price was determined based on the size, and total amount of existing weep holes. All parties are in agreement on the prices provided for the additional weep hole cleaning.	LS	1.0	\$1,750.00	\$1,750.00	---
				Totals	\$1,750.00	\$11,600.00
				Net Decrease	---	\$9,850.00

JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

## CHANGE ORDER

## CHANGE ORDER NO. 1

**Jim Nash, Oakland County Water Resources Commissioner**  
**Pontiac-Clinton River No. 1 Drain Drainage District**  
**For Construction of the Pontiac-Clinton River (PCR) No. 1 Drain Drainage District Improvements**  
**Pontiac, MI**  
**Oakland County, Michigan**

Prepared by: Geoff Wilson Date: 5/19/2025  
Geoff Wilson, P.E. - Chief Engineer (WRC)

Recommended by: Fatemeh Babakhani Date: 5/13/2025  
Fatemeh Babakhani, P.E. - Consulting Engineer (HRC)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary Nigro, P.E. - Manager (WRC)

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

Accepted by: Josh Rinke Date: 5-13-2025  
Name/Title: Josh Rinke, Project Manager  
Company: Pamar Enterprises

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

This Change Order was approved by the Drainage Board on:

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

## CHANGE ORDER

## CHANGE ORDER NO. 1

**Jim Nash, Oakland County Water Resources Commissioner  
Pontiac-Clinton River No. 1 Drain Drainage District  
For Construction of the Pontiac-Clinton River (PCR) No. 1 Drain Drainage District Improvements  
Pontiac, MI  
Oakland County, Michigan**

Notice to Proceed Date:	Wednesday, November 27, 2024
Contract Substantial Completion Date:	Monday, February 10, 2025
Contract Final Completion Date:	Monday, March 10, 2025
Original Contract Value:	\$ 611,258.52
Previous C.O. Values:	\$ -
Change Order No. 1 Value	\$ (9,850.00)
<b>Adjusted Contract Value</b>	<b>\$ 601,408.52</b>



**Jim Nash, Oakland County Water Resources Commissioner**  
**Pontiac-Clinton River No. 1 Drain Drainage District**  
**For Construction of the Pontiac-Clinton River (PCR) No. 1 Drain Drainage District Improvements**  
**Pontiac, MI**  
**Oakland County, Michigan**

Construction Estimate No. 4

April 01, 2025 to April 30, 2025

Department No.: CCN6010101  
Fund No.: FND84447  
Project No.: PRJ-17559

Account No.: SC730373  
Program No.: PRG149015  
Activity: FAC  
Vendor No.: 4186  
Contract No.: CON00011347  
Date of Contract: 11/27/2024  
Completion Date: 3/10/2025  
PO Number: PO00077682

Contractor: Pamar Enterprises, Inc.  
(Name & Address) 58021 Gratiot Avenue  
New Haven, MI 48048

Original Contract Amount:		\$611,258.52
Previous Change Order Numbers (none):		\$0.00
Change Orders This Estimate Numbers (none):		\$0.00
Total Net Change Orders:		\$0.00
Adjusted Contract Amount:		\$611,258.52
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$152,273.89	\$458,984.63
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place)	75.09%	\$458,984.63
Less Amount Reserved: (5% of Adjusted Contract Amount)		\$30,562.93
Total Amount Allowed To Date:		\$428,421.70
Less Previous Estimates:		\$249,128.41
Net Payment Request To Be Paid To Contractor:		\$179,293.29 ✓
Reserve Payment to Contractor		\$0.00
Balance of Contract To Date	\$152,273.89 ✓	Accounting Auditor: <i>KS</i> 5/16/25
Less Previous Transfers To Reserve:		\$27,680.93
Amount of Current Transfer:		\$2,882.00 ✓

Prepared by: *Geoff Wilson*  
Geoff Wilson, P.E. - Chief Engineer (WRC)

Date: 5/16/2025

Recommended by: *Fatemeh Babakhani*  
Fatemeh Babakhani, P.E. - Consulting Engineer (HRC)

Date: 5/13/2025

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

Date: May 21, 2025

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

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

04/01/2022

## **11. Case Drain**

## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of January 25, 2022
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$9,055
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

January 25, 2022

A meeting of the Drainage Board for the Case Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 25<sup>th</sup> day of January 2022.

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, 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.

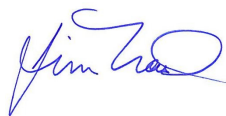
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,829 for the Case Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,829 as presented.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



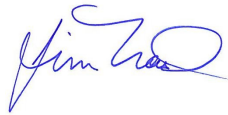
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Case Drain, Oakland County, Michigan, held on the 25<sup>th</sup> day of January 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 Case Drain Drainage District.



---

Jim Nash, Chairperson

Dated: January 25, 2022

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

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2025 through 2027

Date last assessment approved:	01/25/22	
Last Assessment:		\$6,829
Current Available Cash:		(\$1,855)

<b>Expenditure History:</b>	<b>Fiscal Year</b>	<b>Amount</b>
	2018	\$1,375
	2019	\$2,097
	2020	\$2,578
	2021	\$1,376
	2022	\$2,493
	2023	\$1,449
	2024	\$3,742

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

**Recommended Assessment:**

Current Cash Deficit	\$1,855
Total Anticipated Expenses 2025 - 2027	\$7,200

<b>TOTAL RECOMMENDED ASSESSMENT</b>	<b>\$9,055</b>
-------------------------------------	----------------

Prepared by: <u>Andrea Craft</u>	Date: <u>05/15/2025</u>
Andrea Craft, Supervisor WRC Financial Services	
Approved by: <u>Geoff Wilson</u>	Date: <u>5/15/2025</u>
Geoff Wilson, P.E. - Chief Engineer	
Approved by: <u>Gary Nigro</u>	Date: <u>5/16/2025</u>
Gary Nigro, P.E. - Manager	

Note: Current Available Cash as of March 31, 2025, Fiscal Services Division Report.

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

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
Charter Township of Bloomfield	67.6873%	\$ 6,129.09	\$ 6,129.09	-	-
Road Commission for County of Oakland on account of drainage to county highways	32.3127%	\$ 2,925.91	\$ 2,925.91	-	-
<hr/>					
Total	<b>100.000%</b>	<b>\$ 9,055.00</b>	<b>\$ 9,055.00</b>	<b>\$ -</b>	<b>\$ -</b>

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

Assessment Payment Due Date(s): Payment #1 06/30/2025

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Case 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 Case Drain

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

---

Jim Nash  
Chairman of the Drainage Board for the Case Drain

## **12. Luz Relief Drains**



**AGENDA**  
**MEETING OF THE DRAINAGE BOARD FOR THE**  
**LUZ RELIEF DRAINS**

May 27, 2025

1. Call meeting to order.
2. Approve minutes of meeting of April 22, 2025
3. Public Comments
4. Present Memorandum from Michael Walsh, P.E., Civil Engineer III, dated May 27, 2025, requesting the Board approve the attached Engineering Services Agreement and authorize the Chairperson to execute the contract
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$21,229
6. Other Business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
LUZ RELIEF DRAINS EXTENSION

April 22, 2025

A meeting of the Drainage Board for the Luz Relief Drains Extension was held in Waterford, Michigan, on April 22, 2025.

PRESENT: Anne Vaara, Chief Deputy of the Oakland County Water Resources Commissioner, for Jim Nash

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

The meeting was called to order by the Acting Chairperson. The minutes of the March 25, 2025 meeting of this Board were presented. It was moved by Markham and seconded by Woodward that the minutes from the March 25, 2025 meeting be approved as presented.

ADOPTED:	Yeas	-	3
	Nays	-	0

Acting Chairperson Vaara asked if there were any public comments. There were none

The Acting Chairperson presented proofs of the publication and mailing of the notice of hearing. Motion by Markham, supported by Woodward, to receive and file the proofs of publication and mailing as presented.

ADOPTED:	Yeas	-	3
	Nays	-	0

The Acting Chairperson announced that this was the time and place for the meeting of this Board to hear any objections to the proposed drain project, to the petition therefor, and to the matter of assessing the cost of the project to the public corporation heretofore designated by this Board.

There were the following questions and objections: None.

There were the following written objections: None.

The Acting Chairperson declared the hearing closed.

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

WHEREAS, a petition was filed with the Oakland County Water Resources Commissioner under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, on January 21, 2025, by the Charter Township of Bloomfield, Oakland County, Michigan, petitioning for the location, establishment and construction of an intra-county drain project, as set forth in the petition, which proposed drain project is necessary for the public health; and

WHEREAS, the necessary proceedings have been taken in respect to the petition including the holding of a hearing for the purpose of receiving any objections to the proposed drain project, to the petition therefor and to the matter of assessing the cost to the public corporation named in the notice of said hearing.

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE LUZ RELIEF DRAINS EXTENSION, as follows:

1. That the petition is sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporations should be assessed for the cost thereof, to-wit:

Charter Township of Bloomfield  
Road Commission for Oakland County, County of Oakland – on account of drainage  
of county highways

2. That the Acting Chairperson of this Board is hereby authorized and directed to issue on behalf of the Board its final order of determination in accordance with the determinations made in this resolution.

ADOPTED: Yeas – 3

Nays - 0

The Acting Chairperson of the Drainage Board proceeded to execute the Final Order of Determination and after doing so, presented the same to the Drainage Board. The order was executed and dated on April 22, 2025.

It was moved by Markham and seconded by Woodward that the Final Order of Determination, In Re Luz Relief Drains Extension, as this date executed and presented to this Drainage Board by the Acting Chairperson, be and it hereby is confirmed, ratified and approved and ordered filed with the Acting Chairperson on this date.

ADOPTED: Yeas - 3

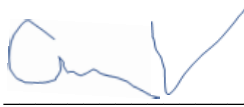
Nays - 0

RESOLVED, that all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Acting Chairperson, Anne Vaara

Dated: April 22, 2025

STATE OF MICHIGAN     )  
                                      ) SS:  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Luz Relief Drains Extension, Oakland County, Michigan, held on April 22, 2025, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

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



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Acting Chairperson of the Drainage Board

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairperson of the Luz Relief Drains Extension Drainage District Board

**FROM:** Michael Walsh, P.E., Civil Engineer III

**SUBJECT:** Engineering Services Agreement

**DATE:** May 27, 2025

At its February 25, 2025 meeting, this Board approved the selection of Hubbell, Roth, & Clark, Inc. (HRC) as the Engineer for the Luz Relief Drains Extension project. Attached for your approval is the proposed engineering services agreement between HRC and the District. The total amount of the contract shall not exceed \$143,000 for Preliminary Engineering Study Phase services, Design Phase services, and Bidding services. A separate request for approval will be presented to the Board at a later date for HRC-provided engineering services for the Construction Phase of the project.

Design of the project will be completed as soon as practicable with construction expected to be completed by the end of 2026.

**Requested Action: Approve the attached Engineering Services Agreement and authorize the Chairperson to execute the contract.**

**ENGINEERING SERVICES AGREEMENT**

**LUZ RELIEF DRAINS EXTENSION**

**OAKLAND COUNTY, MICHIGAN**

**BETWEEN**

**HUBBELL ROTH & CLARK, INC.**

**AND**

**LUZ RELIEF DRAINS EXTENSION DRAINAGE DISTRICT**

**ONE PUBLIC WORKS DRIVE, BLDG. 95 WEST  
WATERFORD, MI 48328-1907**

The Luz Relief Drains Extension Drainage District, "Owner" and Hubbell, Roth & Clark, Inc. ("Engineer") enter into this contract for engineering services ("Engineering Services Agreement" or "ESA"), effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for the project known as "Luz Relief Drains Extension" (the "Project").

## 1. DOCUMENTS CONSTITUTING THE ENGINEERING SERVICES AGREEMENT

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

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



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



**DPS-391 – DESIGN PHASE SERVICES**



**AMS-391 – ASSET MANAGEMENT SERVICES**



**BID-391 – BIDDING SERVICES**



**CON-391 – CONSTRUCTION PHASE SERVICES**



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



**RE-391 – RESIDENT ENGINEER SERVICES**



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



**ADD-391 – ADDITIONAL SPECIAL SERVICES**



**Engineer's Proposal dated April 22, 2025 (scope of work only).**



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

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

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

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

## **3. PROJECT DESCRIPTION**

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

The study, design, and construction of the Luz Relief Drains Extension project which will consist primarily of the installation of approximately 1,690 lineal feet of new twelve- inch diameter through 24-inch inch diameter storm drains, approximately 15 drainage structures along Red Maple Lane south of W. Maple Road, various repairs and/or replacements of existing storm drains, and connecting to the existing 24-inch diameter Luz Relief Drains storm drain on the west side of Lahser Road.

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

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

## **5. CONSULTANTS**

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

**5.1.1.** G2 Consulting Group, LLC for geotechnical services

## **6. PAYMENT TO ENGINEER FOR ENGINEERING SERVICES**

**6.1.** The Owner will compensate the Engineer in accordance with the terms of this Engineering Services Agreement. With the exception of the services identified in Section 6.2 as being provided

on stipulated sum basis, payment shall be made on an hourly fee for service basis, plus permitted reimbursable expenses. Hourly rates and stipulated sums may only be adjusted by Engineering Work Order.

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

Service	Stipulated Sum (\$0.00)
NA	NA

**6.3.** The billing rates for hourly services of the Engineer are on Table 2 attached to Engineer's proposal dated April 22, 2025.

Employee or Category	Rate (\$0.00)
See Table 2 attached to Engineer's Proposal Dated April 22, 2025	See Table 2 attached to Engineer's proposal dated April 22, 2025

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

Preliminary Engineering (Study) Phase Services, Design Phase Services, and Bidding Services	\$ 143,000
Asset Management Services	\$ NA
Construction Phase Services	\$ NA
Construction Surveying and Layout	\$ NA
Resident Engineer (RE) Services	\$ NA
Resident Project Representative (RPR) Services	\$ NA
Additional Special Services	\$ NA
<b>TOTAL</b>	<b>\$ 143,000</b>

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

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

WITNESS

LUZ RELIEF DRAINS EXTENSION DRAINAGE  
DISTRICT

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

Print Name: Jim Nash

Title: Chairperson of the Luz Relief Drains  
Extension Drainage District Board

WITNESS

Engineer: Hubbell, Roth &amp; Clark, Inc.

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

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

Title: President

Approved as to form:

\_\_\_\_\_

April 22, 2025

Oakland County Water Resources Commissioner  
One Public Works Drive  
Building 95W  
Waterford Twp., MI 48328

Attn: Mr. Michael Walsh, P.E., Civil Engineer III

Re: Proposal for Design Engineering Services  
Luz Relief Drains Extension – Red Maple Lane

HRC Job No. 20250069

Dear Mr. Michael Walsh:

As requested, Hubbell, Roth and Clark, Inc. (HRC) is pleased to present this proposal for consulting engineering services for the subject project. As discussed, it is proposed that the professional engineering services for the subject project be provided under the terms and conditions of the Oakland County Water Resources Commissioner's office (WRC) standard Engineering Services Agreement (ESA). Contract language that is not directly changed by the Scope of Services identified below is to remain in effect. Our scope of work is based on information provided by the Oakland County Water Resources Commissioner (WRC), planning discussions with your office, and our experience with similar County Drain extension projects. In summary, our services under this proposal would include the necessary activities to study, design, and bid the Luz Relief Drains Extension project (Project) which is described below. This work is scheduled for construction in spring or summer of 2026. A separate proposal will be submitted by HRC for engineering services required for construction upon completion of the design.

### **PROJECT UNDERSTANDING**

The Luz Relief Drains extends north on Lahser Road and west on W. Maple Road, however there are no enclosed storm drains along Red Maple Lane. There has been a history of localized flooding and on-going drainage issues along Red Maple Lane in Bloomfield Township which is located south of W. Maple Road and west of Lahser Road. On December 9, 2024 the Bloomfield Township Board of Trustees adopted a Resolution which approved a petition to the Luz Relief Drains Drainage Board for a drain extension along Red Maple Lane. The Project will consist primarily of installing approximately 1,690 lineal feet of new twelve (12") inch diameter through twenty-four (24") inch diameter storm drains and approximately fifteen (15) drainage structures along Red Maple Lane from just south of W. Maple Road, various repairs and/or replacements of existing storm drains and connecting to the existing twenty-four (24") inch diameter Luz Relief Drains storm drain on the west side of Lahser Road. WRC will be completing inspections of the existing storm drains and drainage structures in the project area to determine what other storm system improvements or rehabilitation may be needed such as storm drain lining, drainage structure repairs and/or replacement of the existing storm drains and drainage structures.

Storm drain extension design and bidding services will be completed for construction spring or summer of 2026. Please refer to the project area map shown below.

**Delhi Township**  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

**Detroit**  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

**Grand Rapids**  
801 Broadway NW  
Suite 215  
Grand Rapids, MI 49504  
616-454-4286

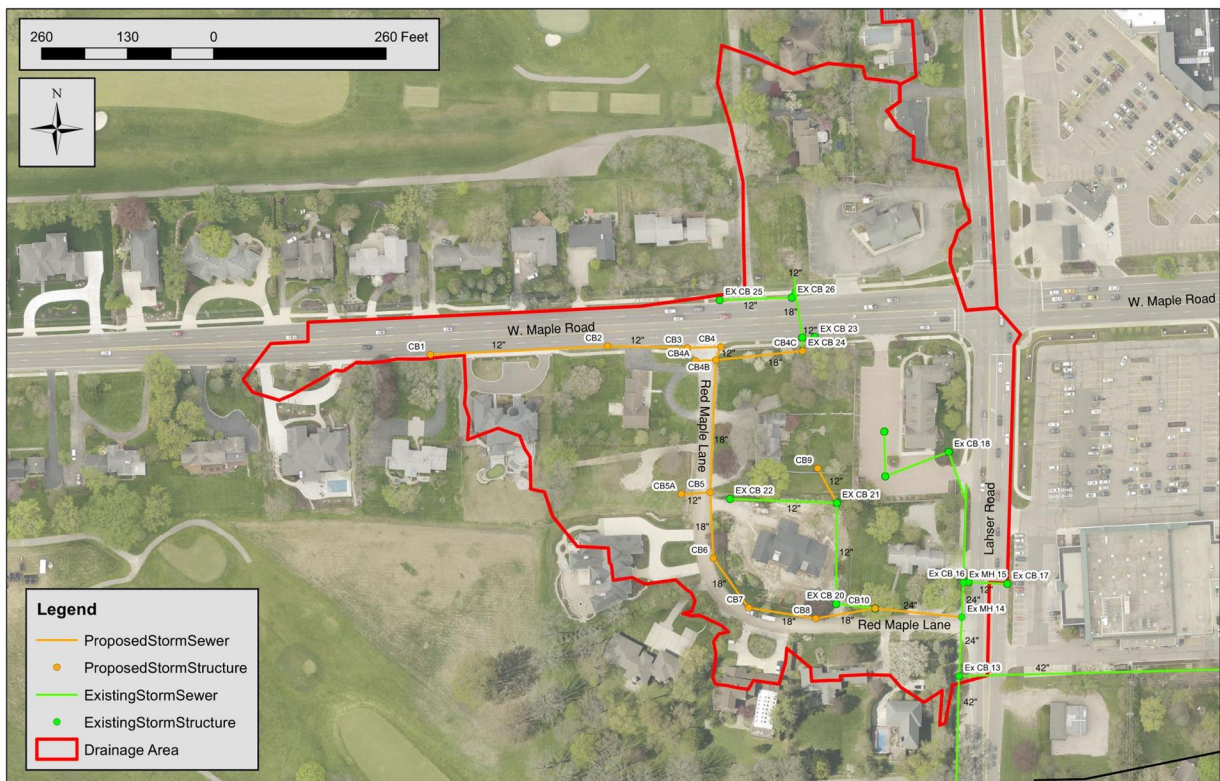
**Howell**  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

**Jackson**  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

**Kalamazoo**  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

**Lansing**  
215 S. Washington SQ  
Suite D  
Lansing, MI 48933  
517-292-1488

Figure 1: Project Area



## **SCOPE OF SERVICES**

It is our understanding that for the storm drain extension work, the WRC will competitively bid the construction project and have it designed and administered under their supervision. A scope of work for the storm drain extension has been developed for the preliminary and design engineering and is attached to this proposal. This scope of work has been developed based on our experience designing and constructing storm drain extension projects, our understanding the level of detail necessary for WRC storm drain design projects, our familiarity with the WRC's standards for design and construction, and the expectations of the WRC for these types of projects.

## **ANTICIPATED PROJECT SCHEDULE**

Public Hearing	April 22, 2025
Approval of ESA	May 27, 2025
Topographic Survey, Geotechnical Investigation, CCTV, etc.	May 2025 – June 2025
30% Contract Document Submittal	July 14, 2025
Design Phase Kickoff Meeting	July 2025
60% Contract Document Submittal	August 4, 2025
60% Design/Owner's Review Meeting	August 18, 2025
90% Contract Document Submittal	September 5, 2025
Final Contract Documents	October 20, 2025
Project Procurement (Advertisement - Bid Opening)	November 19, 2025 – December 23, 2025
Project Award	January 2026 – February 2026
Notice to Proceed	April 2026 – May 2026
Project Construction (Notice to Proceed - Sub. Completion)	April 2026 – November 2026

### **OPINION OF PROBABLE CONSTRUCTION COSTS**

A budgetary cost estimate of \$499,950 for the project construction costs was developed in line with the WRC's typical storm drain extension and restoration. We note that this estimate reflects the competitive construction environment experienced bidding work for the 2026 construction season.

### **FEES FOR SERVICES**

A breakdown of the items of work within each task of the project along with our estimated hours and associated fees are provided on the attached Table 1. We also request an allowance of \$7,050 to collect soil borings in the project area. As shown, our proposed total not-to-exceed fee for Preliminary Engineering (Study) Phase Services, Design Phase Services, and Bidding Services for the project is \$143,000. This proposal includes services to study, design, and bid the Project.

Daniel Mitchell, P.E., President will be the Principal In-Charge. We are proposing Karyn Stickel, P.E. as the Project Manager. Chris Ross, P.E., Manager will lead the design effort for the storm drain extension design. All three team members are familiar with this project and have extensive experience with the storm drains in the area and also serve as the consulting engineers for the local community, Bloomfield Township. We believe you are familiar with all of these individuals but can provide detailed resumes upon request.

If you have any questions or require any additional information, please contact the undersigned. Thank you again for the opportunity to submit this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Karyn M. Stickel, P.E.  
Senior Associate



Christopher N. Ross, P.E.  
Manager

CR

pc: OCWRC; Geoff Wilson  
HRC; D. Mitchell, File

## Luz Relief Drains Extension

### SCOPE OF WORK

**April 22, 2025**

#### Preliminary Engineering (Study) Phase

HRC will complete all work identified in the DC-391 PRE scoping document with the following clarification and additional work that will be completed by HRC.

##### Task 1 – Project Scoping Confirmation

HRC will prepare a draft proposal of the proposed project to confirm the scope, budgetary cost estimate and anticipated schedule. Upon receipt of comments and discussion with the WRC, HRC will finalize said proposal which will be used to memorialize the preliminary scope, budget and schedule of the project.

##### Task 2 – Full Topographic Survey

HRC will conduct a full topographic survey along Red Maple Lane and portions of W. Maple Road and Lahser Road indicated in the proposal letter. This included full topographic survey of Red Maple Lane from right-of-way line to right-of-way line including structure drops where accessible and selective topographic survey for side and rear yards of some properties on Red Maple Lane and portions of the W. Maple Road and Lahser Road right-of-way where storm drain construction is proposed.

##### Task 3 – Review of Background Documentation

HRC will review all available background information related to the project area including WRC record drawings, storm drain CCTV records (or request they be televised), drainage structure inspection reports and requesting information from the RCOG and WRC for previous project record information and inspection reports in the area.

##### Task 4 – Setup and Maintain Document Control Website

HRC will setup the project on the BaseCamp document control website to manage the storage and accessibility of project documents. HRC will maintain this website for the duration of the project.

##### Task 5 – Basis of Design, Modeling and Reporting

This project is primarily a storm drain extension project, so basis of design and modeling efforts will consist of drainage area analysis, runoff calculations and storm drain sizing calculations. WRC has also requested that the original storm calculations for the existing downstream storm drain be revisited and updated to current standards. It is anticipated the new storm drains will range in size from twelve (12") inch through twenty-four (24") inch. Existing storm drains needing to be replaced will likely be a similar size. We are assuming reinforced concrete storm drains being installed via open-cut methods adjacent to the roads within the project limits. In the event that designing for the typical 10-year storm event will not resolve the flooding issues HRC will make recommendations for alternatives.

##### Task 6 – Easement/ROW Review & Recommendations

HRC will review the conceptual alignments and report to the WRC any areas which may require easements to complete the work. Preliminarily, it appears that the proposed new storm drains can be installed primarily within Bloomfield Township rights-of-way. The acquisition of a few temporary construction and/or permanent easements will likely be necessary. It is assumed that any right-of-way or easement acquisition tasks will be performed by the WRC.

**Delhi Township**  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

**Detroit**  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

**Grand Rapids**  
801 Broadway NW  
Suite 215  
Grand Rapids, MI 49504  
616-454-4286

**Howell**  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

**Jackson**  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

**Kalamazoo**  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

**Lansing**  
215 S. Washington SQ  
Suite D  
Lansing, MI 48933  
517-292-1488



#### Task 7 – Existing Utility Review/Miss Dig Request

HRC will submit a Miss Dig ticket to notify the private utility companies in the project area of the upcoming project and collect, record and review quarter-section and/or record drawings from the utilities. HRC will compare the submitted drawings with the topographic survey and field investigation. HRC will provide utility records received from the utility companies and other to the WRC for their files.

#### Task 8 – Existing Utility Confirmation Plans/Correspondence

HRC will draw the existing utilities on the base plans and send them to the companies with known utilities in the area for confirmation on location and accuracy.

#### Task 9 – Permit Investigation

HRC will investigate the permits necessary for the project. For this project it appears that a road right-of-way permit from the Road Commission for Oakland County (RCOC) will be necessary as well as a Soil Erosion & Sedimentation Control Permit and Drain Permit from the WRC. Further investigation will provide information on any other permits that may be necessary.

#### Task 10 – Analysis of Additional Work Items and/or Delegated Responsibility

HRC will identify and review with the WRC any items of work that have surfaced during the Study phase that may require specialty design or that are beyond the original scope defined during the project scoping meeting and prepare a change request to add to the Design Phase work.

#### Task 11 – Preliminary Engineering (Study) Phase Deliverables

The deliverables for the Preliminary Engineering (Study) Phase will include the 30% complete construction drawings, Preliminary Basis of Design Report and the Geotechnical Report. Geotechnical services will be provided by G2 Consulting Group. G2 Consulting Group is very familiar with the conditions within Bloomfield Township.

### **Design Phase**

HRC will complete all work identified in the DC-391 DPS scoping document with the following clarification and additional work that will be completed by HRC.

#### Task 1 – Design Phase Kickoff Meeting

HRC will conduct and memorialize one (1) meeting to review the 30% complete construction drawings and Basis of Design Report, commence design and discuss the next steps in the Design phase. HRC will provide base plans that include, at a minimum, topographic survey, right-of-way lines, street layout, plan view of existing utilities, and a preliminary horizontal alignment for the storm drain for review at the meeting. Base plans will be submitted to the WRC at least one (1) week prior to the meeting.

#### Task 2 – Perform Additional Investigations, Calculations Modeling, and Risk Register

Based on the findings of the Basis of Design, HRC will perform any additional investigations, environmental desktop study, risk register and complete additional requests for modeling and calculations as deemed necessary. Additional environmental analysis required beyond the desktop study will be completed as an additional special service.

#### Task 3 – Site Walkthrough Meeting

HRC will conduct a walkthrough of the project area with the base plans and preliminary design notes to review the projected alignment and identify any site constraints or roadblocks to the project scope and collect any additional information that the topographic survey may have overlooked. It is often prudent to conduct this walkthrough after the geotechnical investigation has been completed so that Miss Dig markings are visible.



Task 4 – Submit 60% Complete Construction Drawings & Specifications

HRC will submit 60% complete construction drawings and technical specifications to the WRC for review and comment. WRC front-end specifications and general requirements will be used. Preliminary technical specifications, special provisions, price proposal sheet, bid item description and details will be provided. All documents for the proposed projects shall be prepared to industry standard including traffic control, surface/pavement restoration and SESC measures. Plan sheets will be developed on 22" x 34" sized sheets.

Task 5 – Submit 60% Cost Estimate and Project Schedule

HRC will submit an opinion of probable cost and anticipated project schedule based on the 60% complete construction drawings.

Task 6 – 60% and 90% Design/Owner's Review Meeting

HRC will conduct and memorialize two (2) Owner's review meetings two (2) weeks after submittal of the 60% and 90% complete construction drawings, technical specifications, opinion of probable cost and project schedule to discuss WRC comments from the document review.

Task 7 – Risk Register Review Meeting

HRC will conduct and memorialize one (1) meeting with Bloomfield Township and RCOC to review the plans, scope of the project and risk register with the Township, RCOC and WRC staff.

Task 8 – Submit 90% Complete Construction Drawings & Specifications

HRC will submit 90% complete construction drawings and technical specifications to the WRC for review and comment. Comments received from the 60% design review will be incorporated into the drawings and specifications as well as the continued design development.

Task 9 – Finalize Easement/ROW Recommendations

HRC will review any new information discovered during design development to determine if any easements are necessary to complete the proposed work. Additional easements requests will be forwarded to the WRC for review and acquisition.

Task 10 – Permitting

HRC will prepare all permit applications for WRC signature and provide supplemental information needed for the submittal package. HRC is familiar with WRC preferences for drawing content and appearance and will update drawings in accordance with WRC standards prior to submittal to WRC permits division. Upon WRC approval, drawings will be forwarded to RCOC for right-of-way permit review.

Task 11 – Submit Final Construction Drawings & Specifications

HRC will submit final construction drawings, details, technical specifications and all special provisions for WRC review. Comments received from the 90% design review will be incorporated into the drawings and specifications as well as the continued design development.

Task 12 – Update Cost Estimate and Project Schedule

HRC will update the opinion of probable cost and project schedule documents based on the final construction drawings and specifications.

Task 13 – Develop Comprehensive List of Submittals

Upon finalizing the Contract Documents, HRC will review the technical specifications and develop a comprehensive list of submittals that will be required of the contractor during the construction phase.

#### Task 14 – Package Contract Documents for Bidding

HRC will review any prepare a final set of construction drawings and package together final WRC front-end documents and general requirements with the technical specifications and special provisions developed for the project to produce a set of Contract Documents acceptable for bidding purposes. HRC will deliver a reproducible set of the Contract Documents to the WRC in PDF format.

#### Task 15 – Design Phase Deliverables

HRC will package together a final Design phase package of deliverables, that includes the following at a minimum;

- Final Basis of Design Report
- Final Geotechnical Report
- Final Documents for Legal (Description of Drainage Area to be Served, Route and Course Description, and Final Apportionment)
- Final Contract Documents for Bidding Purposes
- Final Construction Schedule
- Final Cost Estimate
- Submittals List
- Meeting Summaries
- A record of comments from WRC and utility company reviews
- A summary of decisions made through the study and design process including but not limited to; drainage and storm drain calculations, alignment decisions, material selections, etc.
- Risk Register

### **Bidding Phase**

HRC will complete all work identified in the DC-391 BID scoping document with the following clarification and additional work that will be completed by HRC.

#### Task 1 – Attend Pre-Bid Meeting and Prepare Meeting Summary

HRC will organize, attend and memorialize the Pre-Bid Meeting for the project.

#### Task 2 – Address Questions During Bidding & Prepare Addenda

HRC will address questions during the bidding process that are directed to our attention through the WRC Project Manager and/or Oakland County Purchasing and prepare addenda at the direction of the WRC Project Manager.

#### Task 3 – Bid & Qual Review, Bid Tab and Pre-Award Conference

HRC will attend the bid opening, review the proposals and bid tabulation, create a formal bid tabulation document for WRC review and approval and provide the WRC with a recommendation on the award of the Contract. HRC will organize, attend and memorialize one (1) Pre-Award Conference with the selected contractor.

#### Task 4 - Prepare Issued for Construction Documents

Upon Contract award, HRC will prepare an issued for construction set of Contract documents that incorporates the complete proposal from the awarded contractor, all signed bonds and accepted insurance certificates, all addenda developed as part of the bidding process and any work change directives prepared after the bidding process. HRC will provide up to three (3) full-size and three (3) half-size copies of the construction drawings to the WRC as well as a reproducible set of drawings and specifications in PDF format.

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER  
LUZ RELIEF DRAINS EXTENSION  
RED MAPLE LANE**

**TABLE 1  
ESTIMATED HOURS AND FEES**

April 22, 2025

HRC Job No. 20250069

Task Description	Not to Exceed Rate Classification & Estimated Hours						Total Hours
	Principal	Senior Associate	Manager	Graduate Engineer	Cadd Technician (GIS/CADD)	Survey Party Chief	
		\$ 227	\$ 180	\$ 124	\$ 133	\$ 138	
<b>LUZ RELIEF DRAINS EXTENSION - RED MAPLE LANE</b>							
<b>Preliminary Engineering (Study) Phase</b>							
1 Project Scoping Confirmation	2	2	8	-	-	-	12
2 Full Topographic Survey	-	8	24	-	8	52	92
3 Review of Background Information	2	2	8	16	8	-	36
4 Setup and Maintain Document Control Website	-	-	2	4	-	-	6
5 Basis of Design Modeling and Reporting	2	2	16	24	-	-	44
6 Easement/ROW Review & Recommendations	-	4	8	8	8	-	28
7 Existing Utility Review/Miss Dig Request	-	-	2	8	16	-	26
8 Existing Utility Confirmation Plans/Correspondence	-	-	4	8	16	-	28
9 Permit Investigation	-	-	2	2	-	-	4
10 Analysis of Add'l Work Items and/or Delegated Responsibility	2	2	2	4	-	-	10
11 Preliminary Engineering (Study) Phase Deliverables	2	2	4	4	-	-	12
Subconsultant Geotechnical Services	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>10</b>	<b>22</b>	<b>80</b>	<b>78</b>	<b>56</b>	<b>52</b>	<b>298</b>
<b>Design Phase</b>							
1 Design Phase Kickoff Meeting	2	2	4	8	-	-	16
2 Perform Add'l Investigations, Calculations, Modeling and Risk Register	-	2	4	8	-	12	26
3 Site Walkthrough Meeting	-	-	2	8	-	-	10
4 Submit 60% Complete Construction Drawings & Specifications	-	4	24	32	80	-	140
5 Submit 60% Cost Estimate and Project Schedule	-	2	4	8	-	-	14
6 60% and 90% Design/Owner's Review Meetings	2	2	4	8	-	-	16
7 Risk Register Review Meeting	-	4	4	8	-	-	16
8 Submit 90% Complete Construction Drawings and Specifications	-	4	16	24	40	-	84
9 Finalize Easement/ROW Recommendations	-	2	4	16	16	-	38
10 Permitting	-	2	4	8	-	-	14
11 Submit Final Construction Drawings & Specifications	2	4	24	32	64	-	126
12 Update Cost Estimate and Project Schedule	-	2	4	8	-	-	14
13 Develop Comprehensive List of Submittals	-	-	4	8	-	-	12
14 Package Contract Documents for Bidding	-	-	4	8	8	-	20
15 Design Phase Deliverables	2	2	8	8	-	-	20
<b>Subtotal</b>	<b>8</b>	<b>32</b>	<b>114</b>	<b>192</b>	<b>208</b>	<b>12</b>	<b>566</b>
<b>Bidding Phase</b>							
1 Attend Pre-Bid Meeting and Prepare Meeting Summary	-	4	4	8	-	-	16
2 Address Questions During Bidding & Prepare Addenda	-	2	8	8	8	-	26
3 Bid & Qual Review, Bid Tab and Pre-Award Conference	2	2	8	8	-	-	20
4 Prepare Issued for Construction Documents	-	-	2	8	4	-	14
<b>Subtotal</b>	<b>2</b>	<b>8</b>	<b>22</b>	<b>32</b>	<b>12</b>	<b>-</b>	<b>76</b>
<b>PROJECT TOTALS</b>	<b>20</b>	<b>62</b>	<b>216</b>	<b>302</b>	<b>276</b>	<b>64</b>	<b>940</b>

**ESTIMATED FEE SUMMARY**

PERSONNEL	HOURS	RATE		TOTAL
Principal	20	NO CHARGE		
Senior Associate	62	\$	227.00	\$ 14,070.00
Manager	216	\$	180.00	\$ 38,880.00
Graduate Engineer	302	\$	124.00	\$ 37,450.00
Cadd Technician(GIS/CADD)	276	\$	133.00	\$ 36,710.00
Survey Party Chief	64	\$	138.00	\$ 8,830.00

**TOTAL ESTIMATED HRC LABOR COST \$ 135,950.00**

**TOTAL SUBCONSULTANT FEES \$ 7,050.00**

**TOTAL LUMP SUM NOT-TO-EXCEED \$ 143,000.00**

Table 2

Hubbell, Roth & Clark, Inc.

2025 Hourly Rate Schedule

Prepared for:

Oakland County Water Resources Commissioner

<u>Category</u>	<u>Billable Rates</u>	
Principal	165.00	- 227.00
Sr. Associate/Managing Engineer	189.00	- 227.00
Associate/Managing Engineer	149.00	- 188.00
Manager	134.00	- 180.00
Supervisor	124.00	- 158.00
Sr. Project Engineer/Architect/Surveyor	148.00	- 172.00
Project Engineer/Architect/Surveyor	129.00	- 146.00
Staff Engineer/Architect/Surveyor	117.00	- 130.00
Senior Project Analyst	119.00	- 164.00
Project Analyst	113.00	- 123.00
Graduate Analyst	76.00	- 113.00
Graduate Engineer/Architect I/II	99.00	- 124.00
Technical Specialist	124.00	- 125.00
Sr Designer	144.00	- 151.00
Designer	133.00	- 145.00
Cadd Technician	69.00	- 133.00
Sr. Survey Office Technician	124.00	- 124.00
Survey Party Chief	77.00	- 138.00
Project Representatives	111.00	- 160.00
Sr. Construction Observer	89.00	- 111.00
Construction Observer I/II	74.00	- 89.00
Construction - Office Technician	82.00	- 96.00
Testing Coordinator	99.00	- 99.00
Testing Technician	68.00	- 87.00
Administrative Support**	73.00	- 148.00

Rates are shown for 2025. If contract is extended, HRC reserves the right to increase the upper limit of the range up to 3% each year extension

Billable rates for Hubbell, Roth & Clark, Inc. include Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

Allowable Reimbursable expenses will be invoiced at our cost which is defined as the direct costs plus 10%.

\*\* This Category includes Computer, Reproduction and Administrative Staff.

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

**1.1.** Prepare a proposal for the proposed project to confirm the scope, budgetary cost estimate, and anticipated schedule.

**1.2.** Establish a location, route, and course for the drain project and provide a preliminary route and course description.

**1.3.** Determine the drainage area to be served for the project and provide a preliminary description of the drainage area to be served.

**1.4.** Determine the communities to be assessed and prepare a preliminary apportionment of cost for the communities to be assessed for the project.

**1.5.** Complete a full topographical survey of the project area. Surface topography must include all features of natural or man-made origin, subsurface structures, and utilities, except house or building connections. Provide topographic detail with spot elevations and elevation contours as appropriate for the Project (two-foot vertical intervals). Provide sufficient surveying control and benchmarks and coordinates to enable the project to be constructed and staked during the Construction Phase. All elevations in the documents shall be based on NAVD 88. The extent of tree and shrub locations, etc. within proposed easements shall be governed by the following conditions:

**1.5.0.** In landscaped areas, all trees and shrubs shall be identified, located, and physically numbered with a numbered metal tag.

**1.5.1.** In undeveloped field areas, where tree cover is sparse, trees shall be identified, located, and physically numbered with a numbered metal tag.

**1.5.2.** In forested undeveloped areas, the tree area limits shall be outlined, typical tree species and average size shall be identified, and tree coverage density shall be estimated. Further, any tree that is 4" in diameter or larger shall be identified, located, and physically numbered with a numbered metal tag.

**1.6.** Complete a preliminary Basis of Design Report, with technical memoranda as required, developing and identifying all necessary disciplines and design criteria for the Project, such as hydraulic, hydrogeological, geotechnical, structural, civil, architectural, process, electrical, mechanical, environmental, plumbing, and instrumentation and control disciplines or designs.

**1.6.0.** The Basis of Design Report shall contain a section identifying and describing the topographical, geological, hydrological, environmental conditions affecting each element of the project and the design options available as result. It shall also identify the assumptions on which the design is predicated.

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

**1.6.2.** The Basis of Design report shall provide calculations and show hydraulic profiles as necessary for the Project.

**1.6.3.** The Basis of Design Report shall contain a section providing preliminary recommendations regarding easement requirements for the Project.

**1.6.4.** The Basis of Design Report shall contain a design standard and code review section and permit review section. This section shall identify and discuss the permits necessary to construct the Project and the standards, codes, and regulatory requirements applicable to the Project and discuss how they may impact constructability or scheduling of the Project.

**1.6.5.** The Basis of Design Report shall provide recommendations and analysis for materials required for the project including lists of proposed materials, preliminary design drawings, including schematics as required for civil/site, geotechnical, hydrogeological, traffic control, construction route, soil erosion and sedimentation control (SESC) plan, and any other disciplines necessary to complete the Project.

**1.6.6.** The Basis of Design Report shall contain a section on cost and schedule containing estimated Construction Cost, Total Project Cost, and Schedule in collaboration with the Owner for the Owner's use in budget preparation and refinement of the Project.

**1.6.7.** The Basis of Design Report shall show design options and alternatives for the Project if applicable and/or necessary to ensure the Total Project Cost stays within the Owner's budget while still achieving the Owner's goals. The estimated Construction Cost, Total Project Cost, and Schedule for each option being considered for the Project shall be separately identified.

**1.7.** Provide an electronic PDF of the preliminary Basis of Design Report compiling the above technical memoranda, including schematic layouts, sketches, design criteria, preliminary facility/equipment sizing and the estimate of probable Construction Cost, Total Project Cost, and Schedule prior to proceeding with the Design Phase of the project.

**1.8.** In the event the Engineer intends to recommend a portion of the design be delegated to the Contractor, the Engineer shall describe in the Basis of Design Report the proposed performance parameters and provide an assessment of the design options the Contractor is likely to pursue.

**1.9.** Set up, coordinate, and maintain for the duration of the Project a document exchange website using a system acceptable to the Owner for electronic file transfer between the Engineer, the Owner, Contractor, the municipalities in which Project is located, and other parties involved in the Project that require access to Project documents.

**1.10.** Gather and review all scope of work and background documents including those (if any) provided by the Owner during the Request for Proposal Phase of the project.

**1.11.** Investigate, identify, and describe existing and proposed utilities in the Project vicinity for possible conflict with, and use for, the Project. Provide documentation and proof to the Owner that all utility owners potentially impacted by the Project have been contacted. Engineer shall follow up as needed with non-responsive utility owners and shall obtain the required information. Identify all regulations regarding existing utilities, such as clearance, tolerance, and public notice requirements that may impact the constructability or schedule for the Project.

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

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

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

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

**2.1.** Complete and submit the Preliminary Geotechnical Report.

**1. In performing Design Phase Services, the Engineer shall:**

- 1.1.** Complete the Design Phase work in time to advertise the project for bids by November 19, 2025, and in any case, by no later than the time it would need to be ready for bid to meet the Charter Township of Bloomfield Township's goal of completing construction of the project by the end of calendar year 2026.
- 1.2.** Prepare a letter to the Owner identifying the Period of Usefulness of the proposed Project.
- 1.3.** Finalize the location, route, and course for the drain established during the Preliminary (Study) Phase and provide a final route and course description.
- 1.4.** Finalize the drainage area to be served determined in the Preliminary (Study) Phase and provide a final description of the drainage area to be served.
- 1.5.** Provide a final apportionment of cost for the communities to be assessed for the project.
- 1.6.** Provide a Final Basis of Design Report updating the Preliminary Basis of Design report to reflect any changes that occur during the Design Phase. Provide an electronic PDF of the Final Basis of Design Report.
- 1.7.** Prepare a Risk Register. The Engineer shall lead and conduct one meeting with parties listed in it for discussion and feedback on the options being considered for the Project. The Risk Register must clearly describe the risks are to be managed during the Project. The Risk Register does not necessarily need to list individual homeowners or residents but must be specific enough to enable the Owner to identify sets of stakeholders (e.g., "Residents of Foxfire Subdivision").
  - 1.7.1.** The risk register shall be prepared following the 30% design submittal/Preliminary Basis of Design Report.
- 1.8.** Review information provided by the Owner, such as record drawings from previous projects, previous hydraulic, hydrogeological, geotechnical, and structural models, or reports, used in the design of the Project as necessary that has not been reviewed during the Preliminary Engineering Phase for the Engineer to comply with terms of this Engineering Services Agreement and the Standard of Care.
- 1.9.** Advise the Owner in accordance with Owner's Responsibilities of this Engineering Services Agreement if the Engineer believes additional work or tests or inspections are necessary to complete the design in accordance with the Standard of Care and the needs of the Project.
- 1.10.** Perform any and all additional investigations, calculations, and modeling not completed during the Preliminary Engineering Phase necessary to complete the Bidding Documents.



**1.11.** Identify potential haul routes to be used for construction and show them on the Drawings.

**1.12.** Finalize recommendations to the Owner concerning easement and right-of-way needs. Show limits of all easements and easement conditions (provided by Owner) on the Drawings and/or Specifications, including current tax identification (Sidwell) numbers for acreage parcels and lots, lot numbers and street addresses.

**1.13.** Complete any necessary additional survey/topographical work not completed during the Preliminary Engineering Phase. Provide a completed design for the proposed work for each engineering discipline recommended in the Basis of Design Report required to construct the Project including but not limited to geotechnical, hydrogeological, civil/site, traffic control and construction route, soil erosion and sedimentation control (SESC) plan, etc.

**1.14.** Investigate the means of sanitary sewer and storm drain bypass (including existing open drainage courses, if necessary) to facilitate construction of the Project. If sanitary sewer or storm drain bypass design is not being delegated to the Contractor, prepare the design for the means of bypass.

**1.15.** Investigate means of bypass of any and all other existing systems which may require bypassing for construction of the Project including, but not limited to, mechanical, electrical, instrumentation and control, potable, and non-potable water systems. If bypass design is not being delegated to the Contractor, prepare the design for the means of bypass.

**1.16.** Develop a detailed work description and construction sequence for the project to be included with the Drawings and Specifications, as required by the needs of the Project. Engineer shall review the work description construction sequence at either the 60% or 90% design progress meeting.

**1.17.** Prepare Drawings and Specifications that describe a constructible Project. Provide an electronic PDF of the Drawings and Specifications at the, 30, 60 percent and 90 percent design stages for review by Owner. Allow two weeks for owner review.

**1.18.** Prepare updated estimated Construction Cost, Total Project Cost, and schematic Schedule at the 60 percent, 90 percent, and final design stages in collaboration with the Owner for the Owner's use in budget preparation and refinement of the Project. The Engineer will develop the Construction Cost using unit prices for each contract line item or activity based upon the item or activities estimated cost of labor, materials, equipment plus a reasonable proportionate share of the Contractor's anticipated profit, overhead, and other indirect costs.

**1.19.** Facilitate design meetings with the Owner to review the design at key stages of development and prepare agendas and meeting notes/minutes. The Engineer shall plan to hold design meetings: at the start (kick-off/30 percent following preparation of the Preliminary basis of Design), 60 percent, and 90 percent design stages. For this project, the 30 percent design and Basis of Design will be presented at the start kick-off meeting.

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

**1.21.** For the permits identified during the Preliminary (Study) Phase, provide technical assistance, criteria, written descriptions, application completion services, and design data for Owner's use in securing necessary permits from or approvals of governmental agencies with jurisdiction over any aspect of the Project, and secure approval of the Drawings and Specifications from the appropriate agencies such that the required permits can be procured by the Contractor upon payment of permit fees during construction. Coordinate with agencies having jurisdiction over the Project to obtain the necessary permits and/or authorizations to include in the Bidding Documents and to construct the Project as defined in the Basis of Design Report. Engineer shall attend meetings with the affected municipalities and other agencies when required for this process. Permits and approvals include but may not be limited to the following:

**1.21.1.** RCOC Permit

**1.21.2.** OCWRC Drain Extension Permit

**1.21.3.** OCWRC SESC Permit

**1.22.** Engineer shall obtain and include all permits and/or permit authorizations in the Specifications prior to bidding the project.

**1.23.** Revise the Drawings and Specifications to conform to comments by the Owner and requirements of governmental agencies with jurisdiction over the Project. In the event the revisions result from an error or omission of the Engineer, the Engineer shall make the revision at no cost to the Owner.

**1.24.** Determine the criteria for Substantial Completion of the Work, accounting for Owner supplied fixtures and equipment, software, and training. The Engineer will also determine the criteria for partial Substantial Completion as it may apply to various components or aspects of the Work if partial Substantial Completion is part of the Owner's plan for the Project.

**1.25.** Develop a model schedule of values or set of contract line items for payment that accurately identifies discrete Work activities for measurement and payment to the Contractor.

**1.26.** Develop a comprehensive and itemized list of submittals based on the Contract Documents of all submittals required of the Contractor and include the list in the Specifications.

**1.27.** The Design Phase will commence after completion of the Preliminary Engineering (Study) Phase and upon acceptance of the Preliminary Basis of Design Report by the Owner.

**2.** Additional Design Phase Services:

**2.1.** Complete and submit the Final Geotechnical Report.

**1. In performing Bidding Services the Engineer shall:**

- 1.1.** Assist the Owner in publicizing the Project to potential bidders and in distributing the Bid Documents to potential bidders. Develop and maintain an invited Bidder's list as appropriate for the Project.
- 1.2.** Organize and conduct a pre-bid conference or pre-bid meeting; prepare minutes for it; and issue minutes as an Addendum to the Bid Documents.
- 1.3.** Respond to the Bidder's questions in a timely manner and issue clarifications of Bid Documents as Addenda.
- 1.4.** Prepare additional Addenda to the Bid Documents as needed during the bidding process.
- 1.5.** Attend the bid opening at the Owner's office, analyze bids received, and prepare a tabulation of the bids.
- 1.6.** Evaluate and identify Bids that contain lump sum or unit prices that do not reflect reasonable actual costs of labor, equipment, materials, plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- 1.7.** Review and endeavor to ascertain the accuracy of the information submitted by Bidders, such as their Experience and Qualifications Statement (DC-118), financial statements, and preliminary Schedule. Keep detailed notes on these reviews and provide copies of these notes to the Owner upon request.
- 1.8.** Contact and interview references provided by Bidders with their DC-118 as part of the bid evaluation. Keep detailed notes on these interviews and provide copies of these notes to the Owner upon request.
- 1.9.** Coordinate and lead a pre-award meeting and prepare agendas and minutes.
- 1.10.** Provide a written recommendation as to award of the construction contract.
- 1.11.** Provide up to three copies of the final Drawings in D+ (22" x 34") size, or other size mutually agreed upon by the Owner, and three copies in half size (11" x 17") and an electronic PDF of the Drawings/plans and Bidding Specifications to be used for construction to the Owner.

**2. Additional Biding Phase Services (if any):**

*None Contemplated*

## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. CONSULTANTS**

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

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

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

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

## **7. TIME FOR PERFORMANCE**

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

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

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

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

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

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

**8.3.** The Engineer's invoice may include the expenses listed in this Section 8.3 that have been incurred by the Engineer and the Engineer's Consultants and are directly related to the Project. The Engineer shall not apply mark-up to reimbursable expenses unless specifically authorized by the Engineering Services Agreement (DC-391 Part A).

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

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

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

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

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

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

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

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

**8.3.9.** Site office expenses.

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

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

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

**8.6.1.** The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Engineer's records and accounts, including complete documentation supporting accounting entries, books,

correspondence, e-mails, letters, memos, instructions, drawings, receipts, Consultant agreements, Consultants' proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement.

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

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

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

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

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

## **10. RESPONSE TO CLAIMS**

**10.1.** The Engineer shall assist and cooperate with the Owner in the investigation of, response to, and defense of any Claims occurring on or arising out of the Project, whether those Claims are in the formal or informal stages or proceedings.

**10.2.** In the event the Claim arises out of, is related to, or is connected with, in whole or in part, the Engineer's services under this Agreement, the Engineer shall support the Owner's response by providing access to documents and witnesses, by providing requested analysis of the Claim, and by providing the Owner with a defense to the Claim, whether that defense is provided by Engineer's insurance carrier or at Engineer's own expense. The Engineer shall reimburse the Owner for fees charged by attorneys and other professionals in the investigation and defense of such Claims.

**10.3.** Notwithstanding the above, the Engineer's reimbursement obligation for the Owner's attorney fees, only, and not otherwise covered and paid by the Engineer's professional liability insurance, shall be limited to 15% of the Engineer's design fee for services under this agreement.

**10.4.** The Engineer shall be obligated to pay no more than its proportionate share of any damages awarded to a third party in a final and unappealable ruling of a court having jurisdiction of the Claim(s) for which the court has determined that the Owner and/or Owner's agents, employees, or representatives caused, in whole or in part, such damages because of their negligence or fault.

**10.5.** To the extent that the Owner is found negligent or at fault, the Engineer shall be reimbursed for those costs it has paid that are associated with the defense of the Owner in a percentage consistent with the Owner's degree of fault as determined by the court.

**11. DEFAULT**

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

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

**12. SUSPENSION AND TERMINATION**

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

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

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

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

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



of the notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **15. INSURANCE**

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

- .1** Professional Liability/Errors and Omissions coverage in the minimum amount of **(\$5,000,000)** per occurrence/claim and aggregate.
- .2** Commercial General Liability coverage on current ISO forms in the minimum amount of **(\$3,000,000)** combined single limit per occurrence and aggregate, including contractual liability recognizing this contract. The total minimum per occurrence and aggregate limit of liability may be satisfied by a combination of General Liability and Excess Liability (umbrella) policies.
- .3** Comprehensive Automobile Liability coverage to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle owned,

non-owned or hired vehicles in the minimum amount of **(\$1,000,000)** combined single limit per occurrence. No fault coverage complying with the statutory requirements of the State of Michigan is also required.

- .4** Workers' Compensation Insurance coverage including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation statutes of the State of Michigan and the states in which work is conducted under the Agreement, disability benefit laws, if any; or federal compensation acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulator authorities in the state in which Work on the Project is performed and the State of Michigan are acceptable. Employee's liability coverage shall be in the minimum amount of **(\$500,000)** per occurrence.

**15.2.** Each company from which the Engineer obtains insurance shall have an A.M. Best rating of A minus or better.

**15.3.** All policies of insurance obtained by the Engineer shall be un-cancelable by endorsement without 30 days prior to written notice to the Owner.

**15.4.** In the event the Owner establishes an Owner controlled insurance program (OCIP), the Engineer will enroll and participate in the program.

**15.5.** The Engineer shall procure an endorsement to its automobile and Commercial General Liability policies naming the County of Oakland, Michigan, the Owner, and the drainage district, the Road Commission for Oakland County, and/or the Michigan Department of Transportation, as applicable, and its or their elected and/or appointed officials, employees and agents as additional insureds, with coverage for completed operations. The Engineer's insurance shall be primary and non-contributory. This additional insured coverage may be provided with a blanket endorsement to the policy.

**15.6.** The Engineer's professional liability insurance policy shall provide coverage for errors and omissions of Consultants performing services for or on behalf of the Engineer.

**15.7.** All of the Engineer's Consultants and sub-consultants shall comply with this Section 15. The Owner may waive a specific requirement for a specific Consultant or sub-consultant on a discretionary basis.

**15.8.** All policies of insurance procured by the Engineer under this Section 15 shall contain a waiver of subrogation in favor of the Owner and the other parties named as additional insureds.

**15.9.** The Engineer assigns any claim to insurance proceeds paid by its Consultant's insurers to the Owner, to the extent the Owner has incurred damages as a result of the Consultant's errors, omissions, or negligent acts.

**15.10.** The Engineer will provide certificates of insurance, endorsements, and copies of insurance policies required by this Section 15 to the Owner upon execution of this Agreement. The Owner may reject insurance policies it deems to be non-standard.

**16. INDEMNIFICATION**

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

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

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

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

**17. DISPUTE RESOLUTION**

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

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

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

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

pendency of any Claim or dispute resolution proceedings.

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

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

## **18. ASSIGNMENT**

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

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

## **19. MISCELLANEOUS**

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

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

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

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

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

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

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

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

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2025 through 2027

Date last assessment approved:	11/17/20	
Last Assessment:		\$26,624
Current Available Cash*:		(\$8,329)

<b>Expenditure History:</b>	<b>Fiscal Year</b>	<b>Amount</b>
	2018	\$4,504
	2019	\$4,016
	2020	\$3,175
	2021	\$11,861
	2022	\$1,416
	2023	\$3,861
	2024	\$15,343

<b>Estimated Expenditures:</b>	<b>Year</b>	<b>Amount</b>
	2025	\$4,300
	2026	\$4,300
	2027	\$4,300
	<b>Total</b>	<b>\$12,900</b>

**Recommended Assessment:**

Current Cash Deficit	\$8,329
Total Anticipated Expenses 2025 - 2027	\$12,900

<b>TOTAL RECOMMENDED ASSESSMENT</b>	<b>\$21,229</b>
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Prepared by: <u>Andrea Craft</u>	Date: <u>05/15/2025</u>
Andrea Craft, Supervisor WRC Financial Services	
Approved by: <u>Geoff Wilson</u>	Date: <u>5/16/2025</u>
Geoff Wilson, P.E. - Chief Engineer	
Approved by: <u>Gary Nigro</u>	Date: <u>5/16/2025</u>
Gary Nigro, P.E. - Manager	

Note: Current Available Cash as of March 31, 2025, Fiscal Services Division Report.

\*(Less \$40,000 previously collected for special maintenance expenses, but not yet spent)

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE LUZ RELIEF DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
Charter Township of Bloomfield	81.5914%	\$ 17,321.04	\$ 17,321.04	-	-
Road Commission for County of Oakland on account of drainage to county highways	18.4086%	\$ 3,907.96	\$ 3,907.96	-	-
<hr/>					
Total	<b>100.0000%</b>	<b>\$ 21,229.00</b>	<b>\$ 21,229.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 3/20/1970.

Assessment Payment Due Date(s): Payment #1 06/30/2025

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

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Jim Nash  
Chairman of the Drainage Board for the Luz Relief Drain

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

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Jim Nash  
Chairman of the Drainage Board for the Luz Relief Drain

## **13. Lynn D Allen Drain**



## **AGENDA**

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

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of January 25, 2022
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$11,200
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

January 25, 2022

A meeting of the Drainage Board for the Lynn D. Allen Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 25<sup>th</sup> day of January 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None.

Minutes of the meeting held March 26, 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.

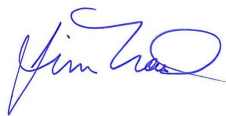
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,248 for the Lynn D. Allen Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,248 as presented.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



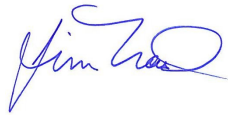
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Jim Nash, Chairperson

STATE OF MICHIGAN                     )  
  )SS.  
COUNTY OF OAKLAND                 )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Lynn D. Allen Drain, Oakland County, Michigan, held on the 25<sup>th</sup> day of January 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 Lynn D. Allen Drain Drainage District.



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Jim Nash, Chairperson

Dated: January 25, 2022

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

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

Date last assessment approved:	01/25/22	
Last Assessment:		\$10,248
Current Available Cash:		\$64

<b>Expenditure History:</b>	<b>Fiscal Year</b>	<b>Amount</b>
	2018	\$1,988
	2019	\$2,494
	2020	\$2,844
	2021	\$2,809
	2022	\$2,018
	2023	\$2,370
	2024	\$2,925

<b>Estimated Expenditures:</b>	<b>Year</b>	<b>Amount</b>
	2025	\$2,900
	2026	\$2,900
	2027	\$2,900
	<b>Total</b>	<b>\$8,700</b>

**Recommended Assessment:**

Total Anticipated Expenses 2025 - 2027	\$8,700
Proposed Special Maintenance Expenses	\$2,500

<b>TOTAL RECOMMENDED ASSESSMENT</b>	<b>\$11,200</b>
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Prepared by: <u>Andrea Craft</u>	Date: <u>05/15/2025</u>
Andrea Craft, Supervisor WRC Financial Services	
Approved by: <u>Geoff Wilson</u>	Date: <u>5/16/2025</u>
Geoff Wilson, P.E. - Chief Engineer	
Approved by: <u>Gary Nigro</u>	Date: <u>5/16/2025</u>
Gary Nigro, P.E. - Manager	

Note: Current Available Cash as of March 31, 2025, Fiscal Services Division Report.

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

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Charter Township of Bloomfield	79.9968%	\$ 8,959.64	\$ 8,959.64	-	-
Road Commission for County of Oakland on account of drainage to county highways	12.8365%	\$ 1,437.69	\$ 1,437.69	-	-
State of Michigan	7.1667%	\$ 802.67	\$ 802.67	-	-
<hr/>					
Total	100.000%	\$ 11,200.00	\$ 11,200.00	\$ -	\$ -

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

Assessment Payment Due Date(s): Payment #1 06/30/2025

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Lynn D. Allen 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 Lynn D. Allen Drain

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

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

## **14. Northwest Oakland Sanitary Sewer Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY SEWER DRAIN**

May 27, 2025

1. Call meeting to order
2. Approve minutes of meeting of April 22, 2025
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 \$1,320.00
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**

April 22, 2025

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 22<sup>nd</sup> day of April 2025.

The meeting was called to order by the Acting Chairperson.

PRESENT: Anne Vaara for Jim Nash, Chief Deputy of the 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: Jim Nash, Oakland County Water Resources Commissioner

Minutes of the meeting held March 25, 2025 were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Acting Chairperson Vaara 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 \$197,792.31 (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 \$197,792.31

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Vaara, 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.



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Anne Vaara, Acting 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 22<sup>nd</sup> day of April 2025, 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.



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Anne Vaara, Acting Chairperson

Dated: April 22, 2025

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

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

*HP for Shawn Phelps*

**DATE:** May 27, 2025

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

Date	Ref No.	Paid To	For	Amount
	TBP	Dickinson Wright PLLC	Invoice # 2037238 - Legal Services - 04/30/25 - Prj # 1-7469	\$ 1,320.00
			<b>Total Project 1-7469</b>	<b>\$ 1,320.00</b>
			<b>Grand Total</b>	<b>\$ 1,320.00</b>