AGENDA

Oakland-Macomb Interceptor Drain Drainage Board

Macomb and Oakland Counties

June 17, 2020 – 11:30 a.m. Via GoToMeeting

1. Call meeting to order

Board Members:

Michael Gregg, Chair, Michigan Department of Agriculture and Rural Development Candice Miller, Macomb County Public Works Commissioner Jim Nash, Oakland County Water Resources Commissioner

- 2. Motion to approve the meeting agenda for June 17, 2020
- 3. Motion to approve the Drainage District Board Meeting Minutes from May 20, 2020
- 4. Public Comment
- 5. Motion to approve the following Meadowbrook Insurance related items:
 - a) Property and Pollution Liability Renewals for NESPS & NIEA effective July1, 2020
 - b) NESPS & NI-EA OCIP Insurance Proposal effective July 1, 2020
- 6. Present Plans and Specifications for the NI-EA and NESPS projects (to view the packages in their entirety, please follow these links: https://nthoncloud.egnyte.com/fl/WHIkYK3w1G)
- 7. Motion to approve the following Bond Resolution related items:
 - a) Amended Assessment Roll for Bond Issue 2020A Series
 - b) Bond Resolution to Authorize the Issuance of Bonds in the Principal Amount Not to Exceed \$84,000,000
- 8. Motion to approve the Agreement Between NEXGEN and OMIDDD to Provide Asset Management Software Services for OMIDDD Assets
- 9. Motion to approve the following Engineering Work Order:
 - METCO for NEXGEN Asset Management Implementation Services
- 10. Motion to approve the following Change Order:

Change Order No. Three for Walsh Construction for Hydraulic Power Unit and Knife Gate Valve Repair Procurement on the NESPS Mechanical and Electrical Upgrades Project for a net increase in the amount of \$2,418,354.45

11. Motion to approve the following Construction Estimate:

Construction Estimate No. 10 for CSM Mechanical, LLC in the amount of \$205,166.91 and a reserve payment in the amount of \$62,248.42

- 12. Report/Update Status of OMI Project, Segments 1 through 4, NESPS, NI-EA
- 13. Financial Reports General Financial Report and Status of State Revolving Fund Financing and Other Financing
- 14. Motion to approve the following Invoices totaling \$660,613.10:

Reimbursement of Oakland County WRC-Incurred Expenses and Costs

)	1) Labor/Fringes/Non-Direct Labor F	actor		
	• Segment 3		\$	1,475.28
	• Segment 4		\$	4,614.03
	 Segment 4 NESPS Gatehout 	ise	\$	609.44
	 Segment 4 NESPS Odor Co 	orrosion Study	\$	16,943.54
	2) Equipment Charges	•		
	• Segment 3		\$	104.16
	• Segment 4		\$	463.58
	 Segment 4 NESPS Gatehout 	ıse	\$	21.92
	 Segment 4 NESPS Odor Co 	orrosion Study	\$	2,055.81
	3) Mileage	•		•
	• Segment 4		\$	1,095.95
	4) Reimbursement of the Drain R	evolving Fund		
	Macomb County Invoice No. A	ARP200127	\$	18,165.90
b)	Applied Science, Inc.			
	Invoice No. 16	NESPS M&E	\$	74,479.78
c)	CH2M			
	Invoice No. 17	Seg. 4	\$	36,310.37
d)	Clark Hill		_	
	1) Invoice No. 984816	O&M	\$	270.00
	2) Invoice No. 984817	Seg. 4	\$	243.00
e)	Detroit Elevator	0016	Φ.	20 425 50
	1) Invoice No. 185395	O&M	\$	39,425.70
Ð	2) Invoice No. 187396	O&M	\$	19,673.00
f)	Dickinson Wright Invoice No. 1475174	O&M	\$	10,465.00
<i>~</i>)	Jacobs	Oælvi	Ф	10,405.00
g)	Invoice No. 21	O&M	\$	24,631.95
h)	Meadowbrook Insurance Agency	OCIVI	Ψ	27,031.73
11)	1) Invoice No. 4625	O&M	\$	27,500.00
	2) Invoice No. 2027	Seg. 4	\$	44,200.00
i)	METCO	208	Ψ	,
-)	Invoice No. 1811-17	O&M	\$	43,336.62
			Ψ	-,

j)	Moto	City Electric Technologies Inc.			
	Invoi	ee No. 92997	O&M	\$	1,071.58
k)	NTH	Consultants, Ltd			
	1)	NI-EA – Engineering Design Services for Re	chabilitation of NI-EA Section	ıs PC	CI-4
		Invoice No. 12	NI-EA	\$	147,647.66
	2)	REPAIRS – OMID System Immediate Repair	rs		
		Invoice No. 16	OIR	\$	522.80
	3)	CS9 – Hydraulic Control Gate			
		Invoice No. 2	O&M	\$	25,447.67
1)	PM T	echnologies			
	1)	Invoice No. 138797	O&M	\$	358.33
	2)	Invoice No. 138798	O&M	\$	358.33
	3)	Invoice No. 138799	O&M	\$	358.33
m)	PMA	Consultants			
	Invoi	ee No. 90	NESPS M&E	\$	5,636.39
n)	Rotor	Electric Co.			
	Invoi	ee No. 12319	O&M	\$	8,812.94
o)	Walsł	Construction			
	Invoi	ee No. 22008 Pre-Con 4	NESPS M&E	\$	134,664.00

- 15. Flow Metering Work Group Report on Control Structure Automatic Gate Closure and Hydraulic Pressure Sensors
- 16. Other Business

17. Adjourn

<u>Next Regular Meeting</u>: July 15, 2020 11:30 a.m., Eastern Standard Time. Due to the ongoing COVID-19 pandemic, the location and manner of the July meeting has yet to be determined.

OMID Board Meeting - May 2020 Wed, May 20, 2020 11:30 AM - 2:00 PM (EDT)

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Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 3

Board Meeting Minutes from May 20, 2020

MINUTES OF THE REGULAR MEETING OF THE DRAINAGE BOARD FOR THE OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

May 20, 2020

Minutes of the regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held via GoToMeeting on the 20th day of May at 11:30 a.m. Eastern Standard Time.

PRESENT:

Michael Gregg, Chairperson and Deputy for Gary McDowell, Director of the Michigan Department of Agriculture and Rural Development; Candice Miller, Member and Macomb County Public Works Commissioner; and Jim Nash, Member and Oakland County Water Resources Commissioner.

OTHERS PRESENT:

Representing the office of the Macomb County Public Works Commissioner: Brian Baker. Representing the office of the Oakland County Water Resources Commissioner: Anne Vaara, Steven Korth, Joel Brown, Sid Lockhart, Raphael Chirolla, Brian Coburn and Megan Koss. Others in attendance: Fritz Klingler, FK Engineering; Shawn Phelps, OC Fiscal Services; Larry Gilbert, NTH Consultants; Joe Colaianne and John Axe, Clark Hill; Sal Saputo, Meadowbrook Insurance.

1. Call meeting to order.

Chairperson Gregg called the meeting to order at 11:37 a.m. The Chairperson made a brief statement regarding the ongoing COVID-19 pandemic and, as a result, the need for the meeting to be held via GoToMeeting. He indicated that the meeting was being held in compliance with the Governor's Executive Order 2020-75, which provides that meetings can be held electronically while satisfying the tenants of the Open Meetings Act, so long as a quorum is met and meaningful public participation is guaranteed. Megan Koss indicated that no members of the public had contacted her in advance of the meeting. It was noted that no public had called into the meeting.

2. Agenda.

Motion by Nash, supported by Miller, to approve the May 20, 2020 agenda as presented.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE

NASH: **AYE**

3. Minutes.

Motion by Miller, supported by Nash, to approve the minutes of the April 15, 2020 meeting.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE NASH: AYE

4. <u>Public Comment.</u> None.

5. Meadowbrook Insurance OCIP 2020 Agency Services Proposal.

Sal Saputo and Joel Brown presented the Board with a comprehensive overview of the Drainage District NESPS and NI-EA projects OCIP 2020 agency services proposal. The project phases were discussed, including aspects of feasibility, marketing and administration. A thorough comparison of broker compensation for the Drainage District 2010 OCIP versus the proposed Drainage District NESPS and NIEA 2020 OCIP, as well as a review of the contract for OCIP insurance consultant and agency services were provided. Motion by Miller, supported by Nash, to authorize the entering into of the OCIP insurance policy contract with Meadowbrook for \$563,100.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE NASH: AYE

6. OMIDD 2020 Special Assessment Roll No. 1 - Resolution.

John Axe and Joe Colaianne presented the preliminary estimate of project cost as well as the proposed 2020 assessment roll No. 1 pertaining to the Series 2020 bonds in the amount not to exceed \$99,500,000 to finance all or a part of the cost of the Project. Discussion ensued regarding the projected costs. Motion by Nash, supported by Miller, to approve the revised preliminary estimate of costs of the NESPS and NIEA Project, and Special Assessment Roll No. 1 relating to the proposed Series 2020 Bonds to finance all or a part of the cost of the Project in the amount of \$99,500,000.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE NASH: AYE

7. NTH proposal.

Joel Brown presented a proposal from NTH to provide an occupational health and safety program for the NESPS and a condition assessment of the wet well overhead crane support structure. Motion by Miller, supported by Nash, to receive and file the proposal from NTH as presented.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE NASH: AYE

8. Engineering Work Order.

The following Engineering Work Order was submitted to the Board for approval:

NTH Work Order No. D - 419 for Occupational Health and Safety Program and a Condition Assessment of the Wet Well Crane for an amount not to exceed \$47,787. Motion by Miller, supported by Nash, to approve the NTH Work Order as presented.

ROLL CALL VOTE:

GREGG: AYE MILLER: AYE NASH: AYE

9. <u>Change Order</u>.

The following Change Orders were submitted to the Board for approval:

- a. Change Order No. Six for CSM Mechanical, LLC for a net increase in the amount of \$123,480, and
- b. Change Order No. Two for Walsh Construction for a net increase in the amount of \$1,620,000.

Motion by Nash, supported by Miller, to approve the CSM Mechanical, LLC and Walsh Construction Change Orders as presented.

ROLL CALL VOTE:

GREGG: AYE
MILLER: AYE
NASH: AYE

10. <u>Construction Pay Estimate</u>.

The following Construction Pay Estimate was submitted to the Board for approval:

Construction Estimate No. Nine for CSM Mechanical, LLC for a payment to the contractor in the amount of \$823,150.54 and a transfer of \$4,156.46 to the Oakland County Treasurer as reserve funds. Motion by Nash, supported by Miller, to approve the CSM Mechanical, LLC Construction Pay Estimate as presented.

ROLL CALL VOTE:

GREGG: AYE MILLER: AYE NASH: AYE

11. Report/Update – Status of OMI Project, Segments 1 through 4, NESPS and NI-EA.

Fritz Klingler of FK Engineering presented the Project Progress Update to the Board and summarized the status of various projects. Motion by Miller, supported by Nash, to receive and file the report and summary (as attached).

ROLL CALL VOTE:

GREGG: AYE MILLER: AYE NASH: AYE

12. <u>Financial Reports</u>.

Shawn Phelps of OC Fiscal Services presented the financial reports for Segments 1 through 4 and the NESPS. Motion by Nash, supported by Miller, to receive and file the financial reports (as attached).

ROLL CALL VOTE:

GREGG: AYE MILLER: AYE NASH: AYE

13. Invoices.

The following invoices were submitted to the Board for approval:

- Reimbursement of Oakland County WRC-Incurred Expenses and Costs
 - 1) Labor/Fringes/Non-Direct Labor Factor

• Segment 3	\$ 1,721.16
• Segment 4	\$ 3,513.40
 Segment 4 NESPS Gatehouse 	\$ 2,187.00
 Segment 4 NESPS Odor Corrosion Study 	\$ 26,891.76

2) Equipment Charges

Invoice No. 56348974

•	Segment 3	\$ 119.52
•	Segment 4	\$ 308.00
•	Segment 4 NESPS Gatehouse	\$ 70.32

O&M

\$

\$

3,393.23

20,737.00

• Segment 4 NESPS Odor Corrosion Study b) Applied Science, Inc.

Invoice No. NESPS M&E \$ c) Bioair	
c) Bioair	73,452.75
Invoice No. 1-20086 Seg. 4 \$	75,000.00
d) CH2M	
Invoice No. 16 Seg. 4 \$	33,248.33
e) Clark Hill	

- e) Clark Hill
 Invoice No. 974160

 O&M \$ 270.00

 f) Dickinson Wright
- Invoice No. 1470561 O&M \$ 140.00 g) DTE Energy
- h) Hesco Invoice No. 10685 O&M \$ 31,729.75

i)	Jacobs			
	Invoice No. 697317CH020	Seg. 1	\$	21,634.51
j)	Kennedy Industries	C		•
•	1) Invoice No. 617257	O&M	\$	4,508.00
	2) Invoice No. 617432	O&M	\$	913.00
	3) Invoice No. 617706	O&M	\$	2,121.00
	4) Invoice No. 617854	O&M	\$	1,518.00
k)	Konecranes			
ĺ	1) Invoice No. 154290308	O&M	\$	1,392.00
	2) Invoice No. 154300585	O&M	\$	2,760.80
1)	METCO			
	Invoice No. 1811-16	O&M	\$	43,758.33
m)	Motor City Electric Technologies Inc.			
	1) Invoice No. 35846	O&M	\$	385.00
	2) Invoice No. 35862	O&M	\$	924.00
	3) Invoice No. 35884	O&M	\$	462.00
	4) Invoice No. 35888	O&M	\$	462.00
	5) Invoice No. 35889	O&M	\$	115.50
n)	NTH Consultants, Ltd			
	1) NI-EA – Engineering Design Services for Rehabilitation of NI-EA Sections			
	PCI-4			
	Invoice No. 11	NI-EA	\$	93,792.06
	2) REPAIRS – OMID System Immediate	Repairs		
	Invoice No. 15	OIR	\$	992.81
	3) NESPS – Construction Material Testing	g for NESPS Odor/	'Corros	ion System
	Invoice No. 7	Seg. 4	\$	1,176.64
	4) CS9 – Hydraulic Control Gate			
	Invoice No. 1	O&M	\$	76,650.58
o)	PM Technologies			
	Invoice No. 137255	O&M	\$	428.16
p)	PMA Consultants			
	1) Invoice No. 3559.00-88	O&M	\$	2,049.60
	2) Invoice No. 3559.00-89	O&M	\$	3,586.79
q)	Premiere Safety			
	Invoice No. 4174529	O&M	\$	3,624.50
r)	Rotor Electric			
	1) Invoice No. 12232	O&M	\$	1,125.29
	2) Invoice No. 12233	O&M	\$	1,732.00
	3) Invoice No. 12316	O&M	\$	4,579.75
	4) Invoice No. 12318	O&M	\$	1,161.00
s)	Walsh Construction			
	Invoice No. 22008 Pre-Con 3	NESPS	\$	88,714.75

Motion by Miller, supported by Nash, to approve the invoices as presented.

ROLL CALL VOTE: GREGG: AYE

MILLER: AYE NASH: AYE

14. PMA Consultant's Contract for Professional Scheduling Services on NESPS Mechanical and Electrical Upgrades Project and the NI-EA Rehabilitation Project.

Joel Brown presented to the board PMA Consultant's professional services contract to perform program and project management scheduling services on an as-needed basis for a not-to-exceed amount of \$460,000. Motion by Miller, supported by Nash, to approve PMA Consultant's contract as presented.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE NASH: AYE

15. Revised Exhibit A for the 2021 Rate Year.

Brian Baker, Brian Coburn and Raphael Chirolla provided an update to the Board regarding Exhibit A for the 2021 rate year, previously approved at the April Drainage Board meeting. It was indicated that, due to delayed 2021 GLWA charges implementation, the Drainage District budget would need to be modified to reflect the aforementioned. Motion by Miller, supported by Nash, to modify the Drainage District budget to reflect the rate change presented in the revised Exhibit A for the 2021 rate year based on delayed 2021 GLWA charges implementation.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE NASH: AYE

16. Other Business.

None.

17. Adjourn.

Motion by Nash, supported by Miller, to adjourn the May 20, 2020 meeting at 1:53 p.m.

ROLL CALL VOTE: GREGG: AYE MILLER: AYE NASH: AYE

<u>Next Regular Meeting</u>: June 17, 2020 at 11:30 a.m., Eastern Standard Time via GoToMeeting in accordance with Executive Order 2020-75.

meeting was conducted and public notice was given in compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976 and Executive Order 2020-75 and that the minutes were kept and will be or have been made available as required by the Act.
IN WITNESS WHEREOF, I have hereunto affixed my official signature on this day of, 2020.
Jim Nash, Secretary Oakland-Macomb Interceptor Drain Drainage Board

I hereby certify that the foregoing constitutes the minutes of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage Board, at a meeting held on May 20, 2020 and that the

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 4

Public Comment

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 5

Meadowbrook Insurance

From: Sal Saputo
To: Koss, Megan E

Cc: Brian Baker; Korth, Steven A; Lockhart, Sidney A; Stephen Downing; Brown, Joel T; James Kelley; Phillip

Anderson

Subject: Board Item #1- July 1, 2020 OMIDDD NESPS & NIEA Property & Pollution Insurance Renewals Proposal Options

and Board Item #2- July 1,2020 OMIDDD NESPS & NIEA OCIP Insurance Proposal

Date:Thursday, June 4, 2020 5:26:28 PMAttachments:Prop form com 20-21 ver02 final ver05.docx

Good Afternoon Megan,

Please add the following two resolutions to the OMIDD Board Agenda for June, 2020 (management is aware that these two resolutions are being added to the agenda):

Item #1) Property and Pollution Liability Renewals for NESPS & NIEA effective July1, 2020 and

Item #2) NESPS & NIEA OCIP Insurance Proposal effective July 1, 2020.

Attached is our proposal for the NESPS & NIEA property and pollution liability renewals (item 1). We plan on delivering the OCIP insurance proposal (item 2) at the Board meeting or provide later in advance of the meeting for presentation but (item 2) should be on the agenda without the proposal included for now.

Agenda Item #1

The NESPS & NIEA operational property and pollution liability policies expire on July 1 (this has nothing to do with the planned OCIP). The coverage, carriers and expiring premium are as follows:

- Property XL Insurance America, Inc. No. US00091884PR19A, Expiring Annual Premium \$250,000
- Contractors Pollution Liability AIG Specialty No. CPL 15713209, Expiring Annual Premium \$14.559.

Renewal quotations including premiums, limits, sub-limits and deductibles are compared on the attached table.

Chubb has offered a quote that would replace the expiring XL property policy at expiration. Additionally, Chubb is quoting three deductible options at 1M, 2M and 3M (the current OMIDD property program is at \$3M).

Options on the Chubb property quote to be discussed are as follows:

- 1. Deductible \$1M \$228,945 annual
- 2. Deductible \$2M \$212,544 annual
- 3. Deductible \$3M \$194,775 annual

XL Insurance America, Inc. has offered a renewal quote per expiring limits and deductible at a premium of \$310,500.

Decisions are needed on the property program as to which deductible and carrier option. Given the

conditions of the pipe, It would be our recommendation to select the \$1M deductible option with Chubb for \$228,945. Once construction is complete, it would make sense to consolidate this program with your 1-25 property program at the \$3 million deductible.

Agenda Item #2

At the May 20, 2020 Board meeting, the Board approved Meadowbrook's OCIP Consultant and Insurance Agency Services contract for the NESPS and NIEA construction projects. Part of our services includes marketing of the insurance coverages which is almost complete. The construction is scheduled to begin on July1, 2020. By the time the Board meets in June, we will have a full insurance proposal for general liability, excess liability, pollution liability, builders risk and OPPI insurance coverages. Please add this item on the agenda requesting approval of the OCIP insurance proposal for these projects. When the proposal is completed, we will forward to you for distribution hopefully in advance of the actual meeting.

Thanks and please let me know if you have any questions!

Sal

Salvatore Saputo | Executive Vice President

[o]248.204.8163[c]248.943.1317[f]248.358.4665

26255 American Drive, Southfield MI 48034

[e]salvatore.saputo@meadowbrook.com

Account Manager, Phillip Anderson [o]248.204.8569 [e]phillip.anderson@meadowbrook.com



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OMIDD – NESPS & NIEA GLWA July 1 renewal comparison

Property Insurance Renewal					
Carrier	XL	XL	Chubb		
	Expiring	Renewal	Renewal		
		Option # 1	Option # 2		
Policy Term	7-1-19/20	7-1-20/21	7-1-20/21		
Premium	250k	\$310,500	\$228,945		
TRIA	incl	incl	incl		
Engineering Fee	2,500	2,500	NA		
TIV	\$263M	\$272M	\$272M		
Rate / \$100 TIV	.0951	.1142	.0842		
Policy limit	100M	100M	150M		
Deductible	1M Interceptors	1M Interceptors	1M		
	(NESPS 250k)	(NESPS 250k)			
Debris removal	25% or \$10M	25% or \$10M	25% or \$10M		
	whichever is lesser	whichever is	whichever is		
		lesser	lesser		
Interceptors	5M	5M (7.5k per	Policy Limit		
		linear foot)	\$150M		
Machinery Breakdown	50M	50M	Policy Limit		
			\$150M		
Other significant Sub-					
Limits					
Earth Movement	50M	50M	50M		
Flood sub-limit	2.5M	2.5M	10M		
Demolition Cover A, B, C	10M	10M	10M		
Errors & Omissions	5M	5M	5M		
Extra Expense	2.5M	2.5M	2.5M		
Contractors Pollution Liability Renewal					
AIG AIG Renewal					
Expiring					
Policy Term	7-1-19/20	7-1-20/21			
Premium	\$14,559	\$14,559			
Limits	\$10M / \$10M	\$10M / \$10M			





Oakland-Macomb Interceptor Drain Drainage District: NESPS/NIEA

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

Proposal for Property & Pollution Liability Insurance

07/01/2020 to 07/01/2021



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Meadowbrook Insurance Agency

MISSION STATEMENT

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

MANTRA

Urgency......Solutions



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

































































Meadowbrook Agency Service Team

GENERAL INFORMATION

toll free - 800 / 482-2726 switchboard/after hours: 248 / 358-1100 website: www.meadowbrook.com

PRODUCER

Sal Saputo Executive Vice President tel - 248 / 204-8163 cell -248 / 943-1317

e-mail: <u>ssaputo@meadowbrook.com</u>

MARKETING

James Kelley Vice President Marketing tel - 248 / 204-8153 cell -248 / 914-4995

e-mail: james.kelley@meadowbrook.com

PRIMARY CONTACT

Phillip Anderson Account Manager tel - 248 / 204-8569

e-mail: Phillip.Anderson@meadowbrook.com

BACK UP CONTACT

Michele Opie, CIC Account Manager tel – 248 / 204-8215

e-mail: michele.opie@meadowbrook.com

GROUP BENEFITS

David Sheeran, CPA President Agency Operations tel - 248 / 204-8544 cell - 248 / 361-0084

e-mail: dave.sheeran@meadowbrook.com

PERSONAL LINES

David Sheeran, CPA President Agency Operations tel – 248 / 204-8544 cell – 248 / 361-0084

e-mail: dave.sheeran@meadowbrook.com

CLAIMS REPORTING

All claims - except Workers Compensation*

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Telephone:

(888) 965-3527

Email:

<u>Agencyclaims@meadowbrook.com</u> Workers Compensation claims will continue to be reported directly to your insurance company.



Marketing Summary

Markets Approached on OMIDD:

Market		
Lexington (AIG)	Chubb Insurance Co	
Liberty/Ironshore	Allied World National	
	Assurance Co. (Excess)	
Travelers	Westchester Fire Ins. Co.	
	(Excess)	
Hartford	Berkley Assurance Co.	
Zurich	ACE American Ins. Co.	
Michigan Millers Mutual	Cincinnati Insurance Co.	
XL America		



Named Insured Schedule

Oakland-Macomb Interceptor Drain Drainage District

Mailing Address

Building 95 West, One Public Works Dr Waterford, MI 48328

Location Schedule

- Northeast Sewage Pumping Station (NESPS)
- Northeast Interceptor East Arm (NIEA)



Property 07/01/2020 to 07/01/2021

Carrier: ACE American Insurance Company – (Best Rating A++ XV)

Form:

Occurrence

Description of Insured Property: Northeast Sewage Pumping Station (NESPS) & Northeast

Interceptor – East Arm (NI-EA) Tunnel

Total Insurable Value: \$272,553,626

Co-insurance: None

Limit of Insurance: \$150,000,000

ACE American will pay no more for direct physical loss or damage in any one OCCURRENCE than the above Limit of Insurance. In addition, the Company will not pay for more than its proportionate share (100%) of the following Sub-limits of Insurance and Annual Aggregate Sub-limits of Insurance, which are part of, and not in addition to, the Limit of Insurance above:

Sub-limits:

Property Damage \$150,000,000

Extensions of Coverage:

Debris Removal 25% of the insured physical loss, or \$10,000,000, whichever is

less

Protection Service Charges \$100,000 Claim Preparation Expense \$50,000 Extra Expense \$2,500,000 Expediting Expense \$1,000,000

Annual Aggregate Sub-limits:

Earth Movement	per occurrence	\$50,000,000
	Annual aggregate	\$50,000,000
Flood	per occurrence	\$10,000,000
	annual aggregate	\$10,000,000
Named Windstorm	per occurrence	\$150,000,000
	annual aggregate	\$150,000,000
Pollution or	per occurrence	\$100,000
Contamination	annual aggregate	\$100,000

Clean-up



Property (continued)

Deductible:

\$1,000,000 direct physical loss or damage in any one occurrence

Additional Endorsement Coverages Provided:

Accounts Receivable	\$1,000,000
Errors & Omissions	\$5,000,000
Transit	\$1,000,000
Valuable Papers & Records	\$1,000,000
Demolition & Increased Costs of Construction	\$10,000,000

Policy Forms, Endorsements and Exclusions:

ACE0210 (01/08)	Nuclear.	Biologicals.	Chemical.	Radiological Exclusion

ACE0670 (05/11) Minimum Earned Premium

TRIA11c (01/15) Disclosure Pursuant to Terrorism Risk Insurance Act

All-30463 Michigan Disclaimer Notice Commercial Lines Deregulation ACE0973 (04/20) Exclusion of Loss Due to Virus, Bacteria, or Microorganism that

induces distress, illness, or disease

NULL Pollution & Contamination Exclusion

NULL Asbestos Exclusion

NULL Electronic Data & Cyber Risk Exclusion

NULL Mold/Fungus Exclusion

Null Biological. Chemical, and Radiological Exclusion

Premium:

Annual Policy Premium:	\$218,043
Terrorism Coverage Premium:	10,902
Total Premium:	\$228,945.00



Pollution Liability 07/01/2020 to 07/01/2021

Carrier: AIG Specialty Insurance Company – (Best Rating A XV)

Form:	☐ Occurrence	
Limits:		
Each Pollution Los Aggregate Policy I		\$10,000,000 10,000,000
Deductible:	\$50,000	
Exposure Basis:	\$1,767,270	
Policy Forms & En	ndorsements:	
91968 (12/06) 122751 (01/18) 127135 (12/17) 127149 (01/18) 132090 (12/18)		ons Page alue-Added Advantage
127181 (01/18) 127187 (01/18) 127159 (01/18) 125595 (03/17) 120005 (11/15)	Specified Project Endor Crisis Management Firm Federal Share of Compe	

Subject To:

- 1. Signed Application
- 2. Written Request to Bind
- 3. Written Request to Purchase or Decline Terrorism Coverage

Premium:

Policy Premium:	\$14,559.00
Terrorism Coverage Premium:	131.00
Surplus Lines Tax (2.5%):	367.25
Total:	\$15,057,25

Endorsement



Pollution Liability (continued)

Gaining the Ultimate Value-Added Advantage through AIG Environmental

It is our goal to enhance the coverage of every environmental insurance policy by providing insureds exclusive access to market-leading tools and programs to help manage risk, mitigate environmental losses, conduct loss control, and optimize emergency response:

PIER (Pollution Incident and Environmental Response)®

Policyholders have access to a nationwide network of pre-screened emergency response contractors, environmental specialists, or crisis management firms who respond in a timely manner to environmental incidents at pre-negotiated rates, thus helping insureds to minimize or mitigate losses associated with such incidents. Environmental insurance policyholders are automatically enrolled in this program.

 We have the right resources to help you respond to an environmental incident-call 1-877-PIER NOW (743-7669) and speak with a representative or access our PIER mobile website at www.aig.com/pier from your mobile device.

Claims Expertise

Our environmental claims operation, with 60+ claims specialists, is the largest in the industry. The depth and breadth of our operation means we can devote expertise to environmental claims of all types.

 Report your claim by sending a fax to 866-260-0104, emailing <u>SeverityFNOL@aig.com</u>, or log onto our PIER mobile website at <u>www.aig.com/pier</u>, open the Claims accordion, click on Claims Form and follow the instructions.

RiskTool Advantage®

RiskTool Advantage® provides a unique web-based system that provides clients with access to training, best practices and more, to help improve risk management. The complimentary, web-based system provides:

- the ability to implement a company-wide training program for environmental, health and safety best practices
- create customized training videos using a smartphone or iPad and upload them into RiskTool Advantage® for use
- . choose from a video library of over 100 titles, many available in languages other than English
- · use mobile app to log into account remotely for access to training courses and videos

Register for RiskTool Advantage® by contacting a risk consulting representative.

Transportation Loss Control

We provide a number of transportation-related loss control programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include driver monitoring and mock Department of Transportation audits.

· To learn more, contact environmental@aig.com

AIG Environmental is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance with a pollution-release event.



07/01/2020 to 07/01/2021

Premium Summary

POLICIES	Expiring 2019-2020	Proposed 2020-2021
Property ACE American Insurance Co.	\$252,500.00	\$228,945.00
Pollution Liability* AIG Specialty Insurance Company	15,057.25	15,057.25
TOTAL	\$267,557.25	\$244,002.25

^{*}Premium includes 2.5% Surplus Lines Tax

Premium Payment Plans

Pay in Full
Agency Bill

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

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

We are pleased to present this insurance proposal and thank you for the opportunity. We look forward to serving you in the future.



Recommendations 2020 - 2021

Directors and Officers Liability		
Directors and Officers Liability insurance		
provides financial protection for the directors		☐ Obtain Quote
and officers of your company in the event they		☐ Decline Coverage
are sued in conjunction with the performance		☐ Coverage In force
of their duties as they relate to the company.		
Errors and Omissions Liability		
A professional liability insurance that protects		
companies and individuals against claims		☐ Obtain Quote
made by clients for inadequate work or		☐ Decline Coverage
negligent actions. Errors and omissions		☐ Coverage In force
insurance often covers both court costs and		- Coverage in force
any settlements up to the amount specified on		
the insurance contract.		
the insurance contract.		
Fiduciary Liability		
Fiduciary liability policies protect companies,		
their directors, officers and employees and the		☐ Obtain Quote
plans themselves against lawsuits alleging		☐ Decline Coverage
breach of fiduciary duty and administrative		☐ Coverage In force
errors and omissions in connection with such		
plans.		
Employee Benefits Liability (EBL)		
EBL coverage protects against lawsuits		
alleging errors and omissions in connection		☐ Obtain Quote
with the administration (e.g. handling of		☐ Decline Coverage
records) of an employee benefit plan.		☐ Coverage In force
However, EBL coverage almost always		
excludes coverage for breaches of ERISA's		
fiduciary duties.		



Recommendations (continued)

Employee Practices Liability (EPLI)	
Employment Practices Liability Insurance provides employers with protection against many types of employment-related claims, including: wrongful termination, sexual harassment, discrimination and retaliation.	☐ Obtain Quote ☐ Decline Coverage ☐ Coverage In force
3 rd Party Crime Coverage	
The policy provides coverage for employees while working on clients premises. A coverage of special importance to Tech companies this policy would reimburse a client under some circumstances in the event it can be proven that your employee fraudulently transferred funds or stole money, securities, or other property from such client.	☐ Obtain Quote ☐ Decline Coverage ☐ Coverage In force
ERISA bonds protect employee benefit plans from losses caused by fraud or dishonesty committed by the bonder plan fiduciaries. However, they do not afford coverage to plan fiduciaries for lawsuits brought by third parties such as plan participants or the DOL.	☐ Obtain Quote ☐ Decline Coverage ☐ Coverage In force
Network Security/ Cyber Liability Utilizing on-site servers coverage protects you from losses associated with unauthorized	□ Obtain Quote
access to or theft of your data or e-business activities, computer viruses, denial of service attacks, as well as alleged unauthorized transactions.	☐ Decline Coverage☐ Coverage In force
Utilizing "Cloud" coverage protects you from losses associated with unauthorized access to or theft of your data or e-business activities, as well as alleged unauthorized transactions.	



Recommendations (continued)

Foreign Liability Coverage			
Coverage is intended to protect you and your employees while traveling outside the United States of America and Canada. It covers General Liability, Automobile Liability and Foreign Voluntary Worker's Compensation. Coverage can also extend to include personal property and blanket accident and health risk.	☐ Obtain Quote ☐ Decline Coverage ☐ Coverage In force		
Kidnap, Ransom or Extortion			
This insurance is used to protect against loss of money, securities, or other property that results from actual, alleged, or threatened kidnapping or extortion.	☐ Obtain Quote ☐ Decline Coverage ☐ Coverage In force		
Ocean Marine Cargo Insurance			
This policy is used to provide coverage for property you ship overseas while within the described territory and for the limits and perils declared on the form.	☐ Obtain Quote ☐ Decline Coverage ☐ Coverage In force		
Pollution Insurance			
This policy covers a business liability arising out of a pollution incident, meaning emission of pollutants into or on land, the atmosphere, or water and causing environmental damage. The broader form of coverage also provides liability for clean-up costs. These policies are generally available on a claims-made basis.	☐ Obtain Quote ☐ Decline Coverage ☑ Coverage In force		
Earthquake and Flood Damage to Property			
The peril of Earthquake and Flood is excluded on the standard property policy, but the coverage can be added back for an additional premium.	☐ Obtain Quote ☐ Decline Coverage ☐ Coverage In force		



Recommendations (continued)

Equipment Breakdown Insurance	
This insurance provides coverage for loss	
arising out of the operation of pressure,	☐ Obtain Quote
mechanical and electrical equipment. It may	☐ Decline Coverage
cover loss to the boiler and machinery itself	☐ Coverage In force
and may include damage done to other	
property, as well as, business interruption	
losses.	
Contingent Business Interruption Insurance	
When included, this coverage extends your	
business income coverage to protect against	☐ Obtain Quote
the breakdown of covered equipment at non-	☐ Decline Coverage
owned scheduled locations that result in a	☐ Coverage In force
decrease in revenue and extra costs of	
obtaining services or supplies for your	
business.	
Workers Compensation Repatriation Expenses	
Pays the additional expenses which may be	
incurred over and above normal transportation	☐ Obtain Quote
costs for returning an injured U.S. employee,	☐ Decline Coverage
including the bodies of such employees fatally	☐ Coverage In force
injured, from anywhere in the world to the	
United States; provided that the injured	
employees return to the U.S. is, in the opinion	
of medical authorities, necessary.	
Social Engineering Fraud	
Social Engineering provides coverage when	
an employee is intentionally misled into	☐ Obtain Quote
sending or diverting money or securities based	☐ Decline Coverage
on fraudulent information that is provided to	☐ Coverage In force
them in a written or verbal communication	- Coverage in force
such as an email, fax, letter or phone call.	
such as an eman, rax, retter or phone can.	
Client Signature	
Date	



Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 6

Plans and Specifications for the NI-EA and NESPS projects

NI-EA OMID CONTRCAT NO. 1 PCI-4 REHABILITATION

EGLE Permit No.

INTERCEPTOR LINING, LOCALIZED REHABILITATION AND SPOT REPAIR WAYNE COUNTY, MICHIGAN

SPECIFICATIONS June 10, 2020

ISSUED FOR BID

PREPARED FOR:

OAKLAND - MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



Jim Nash

CANDICE MILLER





Michael Gregg State of Michigan Department of Agriculture and Rural Development

Prepared By:



NTH Consultants, Ltd. Infrastructure Engineering

& Environmental Services 41780 Six Mile Rd, Suite 200 Northville, MI 48168





30425 Stephenson Hwy., Madison Heights, MI 48071 (248) 817-2946



Consulting Engineers

300 River Place Suite 5400 Detroit, MI 48207 Phone: (313) 567-3990 Fax: (313) 567-3750

www.asi-detroit.com

OMID CONTRACT No. 1

OAKLAND-MACOMB INTERCEPTOR DRAIN (OMID)

NORTH INTERCEPTOR - EAST ARM (NI-EA) NI-EA OMID CONTRACT No. 1 PCI-4 REHABILITATION WAYNE COUNTY, MICHIGAN



PREPARED FOR OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT







PREPARED BY:



NTH Consultants, Ltd.
Infrastructure Engineering and
Environmental Services
41780 Six Mile Road, Suite 200
Northville, MI 48168



ERSON, ECKSTEIN AND
WESTRICK, INC.
FK ENGINEER

Thone 586 726 1234 Fax 586 726 8780 MADISON



ENGINEERING ASSOCIATES 30425 STEPHENSON HWY. IADISON HEIGHTS, MI 48071



APPLIED SCIENCE, INC.
300 RIVER PLACE, SUITE 540



EGLE PERMIT No.

(UNDER REVIEW - TO BE INCLUDED)

MDEQ USE ONLY

JUNE 10, 2020

ISSUED FOR BID JUNE 10, 2020

SHEET REFERENCE NUMBER: G-001

Oakland Macomb Interceptor Drain (OMID) Control Structure CS-9 Gate Design PCI-5/6 Edison Corridor Interceptor MACOMB COUNTY, MICHIGAN

EGLE Permit No. XXXX

SPECIFICATIONS May 5, 2020

90% DRAFT SUBMITTAL

PREPARED FOR:

OAKLAND - MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



Jim Nash

CANDICE MILLER

Macomb County Public Works Commissioner





Michael Gregg State of Michigan Department of Agriculture and Rural Development

Prepared By:



NTH Consultants, Ltd. Infrastructure Engineering & Environmental Services 41780 Six Mile Rd, Suite 200 Northville, MI 48168



51301 Schoenherr Road Shelby Township, MI 48315

www. aewinc.com 586.726.1234



30425 Stephenson Hwy., Madison Heights, MI 48071 (248) 817-2946



Consulting Engineers

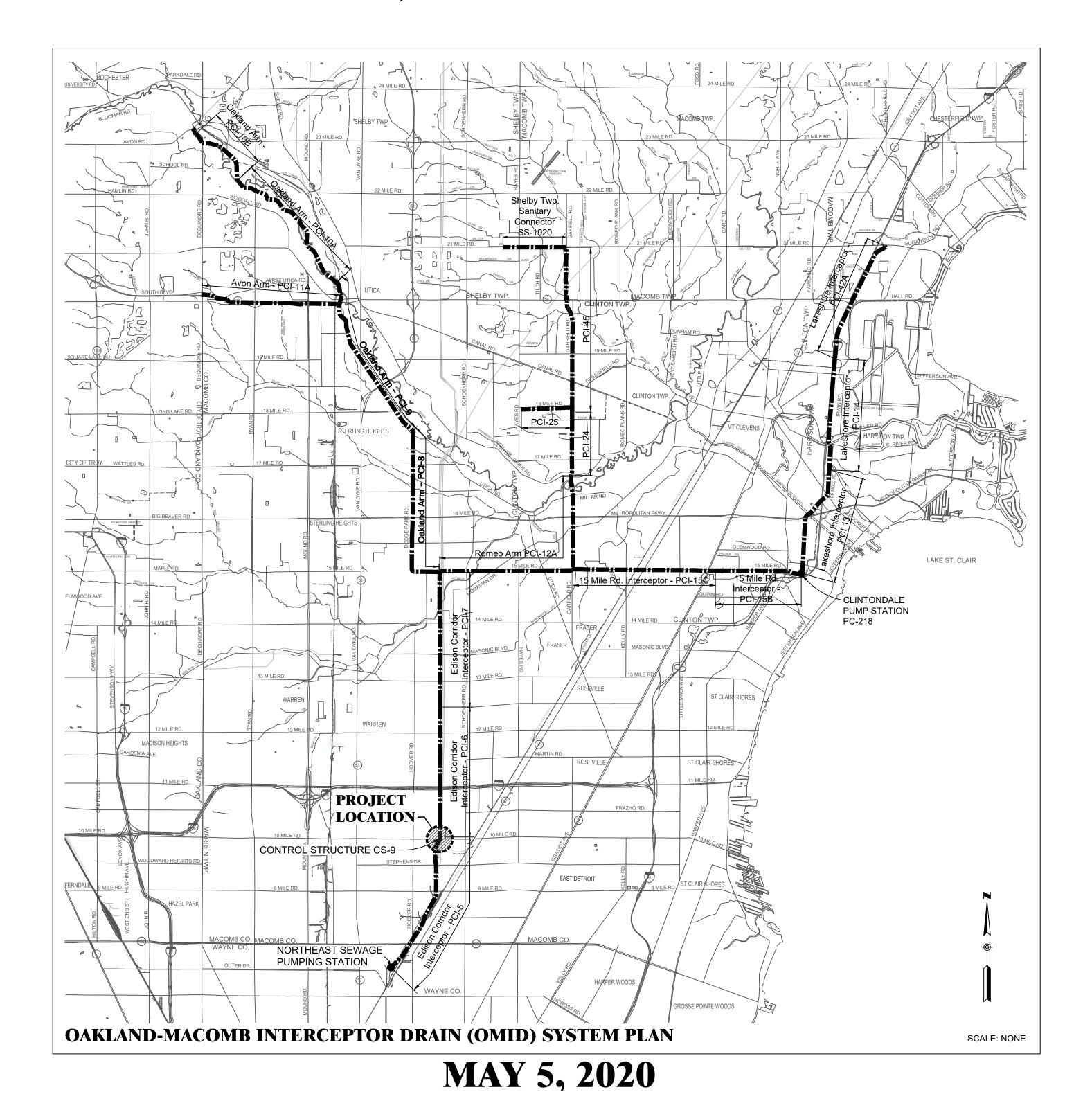
300 River Place Suite 5400 Detroit, MI 48207 Phone: (313) 567-3990 Fax: (313) 567-3750

www.asi-detroit.com

OAKLAND-MACOMB INTERCEPTOR DRAIN (OMID)

CONTROL STRUCTURE CS-9 GATE DESIGN

PCI-5/6 EDISON CORRIDOR INTERCEPTOR MACOMB COUNTY, MICHIGAN



PREPARED FOR OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT







PREPARED BY:





FK ENGINEERING ASSOCIATES 30425 STEPHENSON HWY. MADISON HEIGHTS, MI 48071



WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road Phone 586 726 1234



APPLIED SCIENCE, INC. 300 RIVER PLACE, SUITE 540 DETROIT, MI 48207





30425 STEPHENSON HWY. MADISON HEIGHTS, MI 48071

FRITZ J. KLINGLER, P.E.

ANDERSON, ECKSTEIN AND
WESTRICK, INC.
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LOUIS J. URBAN, P.E.

SAJU SACHIDANANDAN, P.E.



APPLIED SCIENCE, INC. 300 RIVER PLACE, SUITE 5400 DETROIT, MI 48207

JOHN MICHALSKI, P.E.

SERVICES, INC.

1274 LIBRARY, DETROIT, MI. 48226
EL - (313) 961-4560 * FAX (313) 961-1698
www.metcoservices.com

RAJ VIJAYENDRAN, P.E.

MDEQ PERMIT No. XXXXXXX

MDEQ USE ONLY

90% DESIGN SUBMITTAL

G.001

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 7

Bond Resolutions

MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

In the Matter of:

Oakland-Macomb Interceptor Drain,

RESOLUTION APPROVING AMENDED SPECIAL ASSESSMENT ROLL NO. 1 RELATING TO SERIES 2020A BONDS

At a regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held electronically and in conformance with Governor Gretchen Whitmer's Executive Order No. 2020-75 on the 17th day of June, 2020, present:

PRESENT:		
ABSENT:		
OTHERS PRE	SENT:	
	by Drainage Board Member, and supported by Drainage Boa_, to approve the following Resolution:	ırd
WHED	EAS on May 20, 2020 the Drainege Board adopted Special Assessment Boll N	Ιο

WHEREAS, on May 20, 2020 the Drainage Board adopted Special Assessment Roll No. 1 Relating to Series 2020 Bonds with respect to finance all or a part of the cost of the Project described therein for the design and construction of improvements, the costs relating to the Project; and,

WHEREAS, the Project costs were revised, and the Secretary of the Board has caused to be presented to the Drainage Board at this meeting and in accordance with the Final Order of Apportionment adopted on August 21, 2019, an Amended Special Assessment Roll No. 1 Relating to Series 2020A Bonds with respect to finance all or a part of the cost of the Project for the design and construction of improvements, the costs relating to the Project and the costs of issuance of such Bonds as described on ATTACHMENT 1:

NOW THEREFORE, be it resolved that:

1. Amended Special Assessment Roll No. 1 Relating to Series 2020A Bonds as presented on behalf of the Secretary to this Board, upon which Special Assessment Roll No. 1

Relating to Series 2020A Bonds are to be assessed against the assessed public corporations, and which is attached hereto, is hereby approved and ordered filed with the Chairperson.

- 2. The Chairperson and Secretary of the Board are hereby authorized and directed to execute the statement affixed to said Roll setting forth the date of such approval.
- 3. The Chairperson of the Board, within ten (10) days of the date hereof, shall certify to each public corporation assessed the amount of the total assessment against it, the amount of each installment, the due date of each installment, and the rate of interest upon the assessment from time to time unpaid. In addition, each year as required by law, the Chairperson shall notify each public corporation assessed of the amount of the installment and interest next becoming due.
- 4. All resolutions or portions thereof previously adopted by this Board, to the extent they conflict with this resolution, are hereby rescinded.

A roll-call vote on the foregoing resolution was taken and was as follows:

YES:

NO:
ABSTAIN:
The resolution was declared adopted.
<u>CERTIFICATION</u>
I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District held in Waterford, Township, Michigan on June 17, 2020; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and the Governor's Executive Order No. 2020-75, as the same may be or has been expanded, extended, supplemented or replaced from time to time and that the minutes of said meeting were kept and will be or have been made available as required by said Act.
Jim Nash, Secretary of the Drainage Board
Dated: June 17, 2020

SPECIAL ASSESSMENT ROLL NO.1 RELATING TO SERIES 2020A BONDS FOR OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

(An Inter-County Drain in Oakland County and Macomb County, Michigan)

Total Amount Assessed for the Project Costs: \$83,122,142.00

Total Prepayments:

Total Project Cost Bonded: 83,122,142.00

Estimated Total Amount to be Assessed for the

Financing Costs (Including Underwriter Discount): 877,858.00

Contingency:

Total Bond Issue*: \$ 84,000,000.00

*Including Financing Costs and Contingency

-	33.1000%	AMOUNT		AMOUNT	AMOUNT	33.1000%
County of Oakland	PERCENTAGE	ASSESSED	PREPAID	ASSESSED FOR	ASSESSED	PERCENTAGE
PUBLIC CORPORATIONS	OF PROJECT	FOR PROJECT		FINANCING COSTS	FOR BOND ISSUE	OF BOND ISSUE
City of Auburn Hills	4.9705%	4,131,586.07		43,633.93	4,175,220.00	4.9705%
Independence Township (includes Village of Clarkston)	2.4213%	2,012,636.42		21,255.58	2,033,892.00	2.4213%
City of Lake Angelus	0.0185%	15,377.60		162.40	15,540.00	0.0185%
Village of Lake Orion	0.3409%	283,363.38		2,992.62	286,356.00	0.3409%
Oakland Township	1.0393%	863,888.42		9,123.58	873,012.00	1.0393%
Orion Township	3.1494%	2,617,848.74		27,647.26	2,645,496.00	3.1494%
Oxford Township	1.2468%	1,036,366.87		10,945.13	1,047,312.00	1.2468%
Village of Oxford	0.5928%	492,748.06		5,203.94	497,952.00	0.5928%
City of Rochester	1.9526%	1,623,042.94		17,141.06	1,640,184.00	1.9526%
City of Rochester Hills	8.1106%	6,741,704.45		71,199.55	6,812,904.00	8.1106%
Waterford Township	7.6159%	6,330,499.21		66,856.79	6,397,356.00	7.6159%
West Bloomfield Township	1.6414%	1,364,366.84		14,409.16	1,378,776.00	1.6414%
_	33.1000%	27,513,429.00		290,571.00	27,804,000.00	33.1000%

	66.9000%	AMOUNT		AMOUNT	AMOUNT	66.9000%	
County of Macomb	PERCENTAGE	ASSESSED	PREPAID	ASSESSED FOR	ASSESSED	PERCENTAGE	
PUBLIC CORPORATIONS	OF PROJECT	FOR PROJECT		FINANCING COSTS	FOR BOND ISSUE	OF BOND ISSUE	
	_	<u>-</u>		<u>-</u>	_		
Chesterfield Township	4.7983%	3,988,449.74		42,122	4,030,572.00	4.7983%	
Clinton Township	14.1538%	11,764,941.73		124,250	11,889,192.00	14.1538%	
City of Fraser	2.7237%	2,263,997.78		23,910	2,287,908.00	2.7237%	
Harrison Township	4.1556%	3,454,223.73		36,480	3,490,704.00	4.1556%	
Lenox Township	0.6353%	528,074.97		5,577	533,652.00	0.6353%	
Macomb Township	9.4344%	7,842,075.36		82,821	7,924,896.00	9.4344%	
Village of New Haven	0.5475%	455,093.73		4,806	459,900.00	0.5475%	
Shelby Township	6.6490%	5,526,791.22		58,369	5,585,160.00	6.6490%	
City of Sterling Heights	20.8081%	17,296,138.43		182,666	17,478,804.00	20.8081%	
City of Utica	1.1036%	917,335.96		9,688	927,024.00	1.1036%	
Washington Township	1.8907%	1,571,590.34		16,598	1,588,188.00	1.8907%	
	66.9000%	55,608,713.00		587,287.00	56,196,000.00	66.9000%	

The foregoing assessment roll was approved by the OMIDD Drainage Board on June 17, 2020.	We hereby certify the foregoing special assessment roll was prepared in accordance with the directives of the OMIDD Drainage Board and the statutory provisions applicable thereto.
Chairperson	Chairperson
Secretary	Secretary
	Drainage Board Member

MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

In the Matter of:

Oakland-Macomb Interceptor Drain,

RESOLUTION TO AUTHORIZE THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$84,000,000

At a regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held electronically and in conformance with Governor Gretchen Whitmer's Executive Order No. 2020-75 on the 17th day of June, 2020, present:

PRESENT:	
ABSENT:	
OTHERS PRESENT:	
Motion by Drainage Board Mer Board Member	nber, and supported by Drainage to approve the following Resolution:

WHEREAS, pursuant to the petitions received by the Charter Township of Waterford, Oakland County, and the City of Sterling Heights, Macomb County (collectively, the "Petitions") requesting the Maintenance, Extension and Improvement of the Oakland-Macomb Interceptor Drain (the "Drain") pursuant to Section 535 of Michigan Public Act 40 of the Public Acts of 1956 ("Drain Code" or Act 40), as amended, MCL §280.535 and filed with the Director of the Michigan Department of Agriculture on December 20, 2018, proceedings have been carried out by the Augmented Drainage Board and Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District" or "Issuer") to acquire, finance, construct, improve, and replace certain wastewater facilities (the "Project"), and said Project having been determined to be necessary for the public health; and

WHEREAS, pursuant to the authorization provided in Section 528 of Chapter 21 of the Drain Code (MCL §280.528), the Drainage Board of the Drainage District expects to provide for the issuance of one or more series of bonds (as defined herein) to finance the costs of the Project described on **Exhibit A**, and the costs of issuance of such bonds, in anticipation of the collection of assessments to be made pursuant to the Drain Code, and to pledge the full faith and credit of the Drainage District for the prompt payment of the principal thereof and the interest thereon; and

WHEREAS, pursuant to a Final Order of Apportionment adopted by the Drainage Board for the Drainage District on August 21, 2019, the cost of the Project has been apportioned against the following Public Corporations in Oakland County as follows: City of Auburn Hills (4.9705%), ClarkHill\\58434\\404550\\223915996.v5-6/9/20

Independence Township (includes City of Clarkston) (2.4213%), City of Lake Angelus (0.0185%), City of Rochester (1.9526%), City of Rochester Hills (8.1106%), Oakland Township (1.0393%), Orion Township (3.1494%), Oxford Township (1.2468%), Village of Lake Orion (0.3409%), Village of Oxford (0.5928%), Waterford Township (7.6159%), and West Bloomfield Township (1.6414%); and

WHEREAS, pursuant to a Final Order of Apportionment adopted by the Drainage Board for the Drainage District on August 21, 2019, the cost of the Project has been apportioned against the following Public Corporations in Macomb County: Chesterfield Township (4.7983%), City of Fraser (2.7237%), City of Sterling Heights (20.8080%), City of Utica (1.1036%), Clinton Township (14.1538%), Harrison Township (4.1556%), Lenox Township (0.6353%), Macomb Township (9.4344%), Shelby Township (6.6490%), Village of New Haven (0.5475%), and Washington Township (1.8907%); and,

WHEREAS, the Drainage Board of the Oakland-Macomb Interceptor Drain, by adoption of this resolution will authorize and provide for the issuance by the Oakland-Macomb Interceptor Drain Drainage District of its Drain Bonds, Series 2020A, in the aggregate principal amount not to exceed \$84,000,000 (the "Series 2020A Drain Bonds") to defray part of the costs of the Project; and

WHEREAS, such bonds will be payable from the collection of special assessments against the public corporations set forth in **Exhibit B** ("Public Corporations") in Oakland and Macomb Counties in the Drainage District, said special assessments to be duly confirmed as provided in the Drain Code; and

WHEREAS, the Drainage Board of the Oakland-Macomb Interceptor Drain, by adoption of this resolution will authorize and provide for the issuance by the Oakland-Macomb Interceptor Drain Drainage District of its Drain Bonds, Series 2020A, in the aggregate principal amount not to exceed \$84,000,000 (the "Series 2020A Drain Bonds") to defray part of the costs of the Project; and

WHEREAS, Section 526 of the Drain Code (MCL §280.526), authorizes a county to pledge its full faith and credit for the payment of obligations issued under Chapter 21 of the Drain Code, if the county board of commissioners has adopted a resolution by two-thirds (2/3) vote of its members-elect to that effect; and

WHEREAS, both the Board of Commissioners of the Counties of Macomb and Oakland have adopted Resolutions authorizing each of these Counties to pledge their respective Full Faith and Credit to their share of the Series 2020A Drain Bonds; and

WHEREAS, the Series 2020A Drain Bonds are to be designated as the Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation), Series 2020A, in an aggregate principal amount not to exceed \$84,000,000, with such bonds expected to be issued in or about August, 2020, bearing interest at the rates and maturing in such amounts and at such times as may be determined pursuant to the resolution of the Drainage Board; and

WHEREAS, the performance of the Project is immediately necessary to protect and preserve the public health, and, in order to finance the costs of the Project it is necessary to issue the Bonds as provided herein as authorized by the Drain Code; and

WHEREAS, it is in the best interests of the Drainage District and those Public Corporations assessed for the cost of Oakland-Macomb Interceptor Drain that the Bonds be issued.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD OF THE OAKLAND-MACOMB INTERCEPTOR DRAIN as follows:

- 1. <u>AUTHORIZATION OF BONDS PURPOSE.</u> The performance of the Project is necessary to protect and preserve the public health, and in order to provide funds to finance the costs of the Project it is necessary to issue the Bonds as provided herein and as authorized by the Drain Code. The Bonds of the Oakland-Macomb Interceptor Drain Drainage District (the "Bonds") aggregating the principal sum of not to exceed Eighty-Four Million Dollars (\$84,000,000) shall be issued and sold pursuant to the provisions of the Drain Code, and other applicable statutory provisions, for the purpose of financing the following costs of the Projects set forth in **Exhibit A** attached hereto.
- 2. <u>BOND DETAILS</u>. The Bonds shall be issued in anticipation of the collection of an equal amount of Oakland-Macomb Interceptor Drain Series 2020A Special Assessments to be collected in installments. The Bonds shall be designated "Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation) Series 2020A", the principal of and interest thereon to be payable in the first instance from the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments; shall be in the principal amount and shall be dated as of such date as shall be determined by the Chairperson or Secretary of the Drainage Board (the "Chairperson" or "Secretary") at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 5% per annum to be determined upon the sale thereof payable on such dates as shall be determined at the time of sale; and shall mature on such dates and in such amounts as shall be determined at the time of sale.
- 3. <u>PAYMENT OF PRINCIPAL AND INTEREST</u>. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due be check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.
- 4. <u>DECREASE IN AGGREGATE AMOUNT OF BONDS</u>. In the event the amount necessary to pay for the project from the issuance of bonds is reduced by cash contributions from the Drainage District's reserves or from cash advanced by benefited Public Corporations, the Chairperson or Secretary shall decrease the principal amount of the Bonds by any amount, and to the extent required to avoid the issuance of more Bonds than will be required in light of the cash contributions received, which decrease may be applied to any one or more of the maturities, and the Official Notice of Sale attached as **Exhibit C** (for a competitive sale) or as set forth in the request for proposal (for a negotiated sale), shall so provide or be changed accordingly.

- 5. <u>PRIOR REDEMPTION</u>. The Bonds shall be subject to redemption prior to maturity as such is ordered by the Chairperson or Secretary of the Drainage Board after consulting with the Bond Counsel and the Financial Consultant.
- BOND REGISTRAR AND PAYING AGENT/BOOK-ENTRY-ONLY. The 6. Chairperson or Secretary of the Drainage Board shall designate and enter into an agreement with a bond registrar and paying agent for the Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson or Secretary of the Drainage Board may from time to time as required designate a similarly qualified successor bond registrar and paying agent. If so designated the Bonds shall be deposited with a depository trustee designated by the Chairperson or Secretary of the Drainage Board who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Chairperson or Secretary of the Drainage Board after consultation with the depository trustee. The Chairperson or Secretary of the Drainage Board is authorized to enter into any depository trust agreement on behalf of the Drainage District upon such terms and conditions as the Chairperson or Secretary of the Drainage Board shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Chairperson or Secretary of the Drainage Board. The depository trustee may be the same as the Registrar otherwise named by the Chairperson or Secretary of the Drainage Board, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Chairperson or Secretary of the Drainage Board may determine.
- 5. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the Drainage District by the facsimile signatures of the Chairperson of the Drainage Board and Secretary of the Drainage Board and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the Drainage District (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson or Secretary of the Drainage Board to the Purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson and Secretary of the Drainage Board and upon which the seal of the Drainage District (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS.

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

- (ii) The Bonds shall be transferable upon the books of the Drainage District, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.
- (iii) Upon the exchange or transfer of the Bonds, the bond registrar and paying agent on behalf of the Drainage District shall cancel the surrendered Bonds and shall authenticate and deliver to the transferee new Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Bonds pursuant to this Section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is ______, ____."
- (iv) The Drainage District and the bond registrar and paying agent may deem and treat the person in whose name the Bonds shall be registered upon the books of the Drainage District as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 6 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the Drainage District nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Drainage District agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.
- (v) For every exchange or transfer of the Bonds, the Drainage District or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.
- (vi) The bond registrar and paying agent shall not be required to transfer or exchange the Bonds or portion of the Bonds which has been selected for redemption.
- 9. <u>PRIMARY SECURITY</u>. The Bonds and the interest thereon are being issued in anticipation of and shall be payable from the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments pursuant to Section 528 of the Drain Code. All of the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments are hereby pledged solely and only for the payment of the principal of and interest on the Bonds, and any additional bonds issued to complete the Project, including payment of acquisition, engineering, architectural, legal and financing expenses and costs of issuance in connection therewith, in accordance with this Resolution.

Nothing contained in this Resolution shall be construed to prevent the Drainage District from issuing additional bonds under the provisions of the Drain Code for any of the purposes authorized by the Drain Code, but any such bonds shall in no way have any lien on or be payable out of the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments pledged to the payment of the Bonds of this authorized issue, except such additional bonds as may be necessary

may be issued to complete the Project, or any of them, including payment of acquisition, engineering, legal and financing expenses and costs of issuance in connection therewith. Upon default in any of the Bonds or any additional bonds, to the extent any security or payments which constitute proceeds of such security may not be attributed to a particular series of bonds, it is the intention of the Drainage District that such security or payments will be shared on a parity basis by all holders of bonds for which such security has been pledged, subject to bankruptcy, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted, and to the application of general principles of equity.

- SECONDARY SECURITY FOR BONDS. Pursuant to authorization provided in the Drain Code and resolutions of Oakland County and Macomb County duly adopted or to be adopted by two-thirds (2/3) vote of the members of the Board of Commissioners of Oakland County and Macomb County, the full faith and credit of Oakland County and Macomb County has been or shall be pledged as a condition precedent to the issuance of the Bonds for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided or shall be provided in said resolutions and the Drain Code, in the event any Public Corporation in Oakland County shall fail to pay or neglect to account to the Oakland County Treasurer, and any Public Corporation in Macomb County shall fail to pay or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions, and the Oakland County Treasurer and the Macomb County Treasurer are directed to make such advancement to the extent necessary. If it becomes necessary for Oakland County or Macomb County to so advance such moneys, they shall have such right or rights of reimbursement and any and all remedies therefor as provided by of the Drain Code or any other law.
- 11. <u>DEBT RETIREMENT FUND.</u> It shall be the duty of the Drainage District (the "Issuer"), after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer of the Drainage District a special depository account to be named Oakland-Macomb Interceptor Drain Drainage District Bonds Series 2020A Debt Retirement Fund (hereinafter sometimes referred to as the "Debt Retirement Fund"), into which account it shall be the duty of the Issuer to deposit, as received, collections of the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments, any payments made by Oakland County or Macomb County pursuant to the provisions of Section 11 of this Resolution, and any additional moneys paid by the Issuer to be used for purchasing Bonds for retirement prior to maturity. After satisfaction of any obligations to rebate earnings to the United States, moneys from time to time on hand in said Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the Bonds.
- 12. PROJECT FUND. It shall be the duty of the Issuer, after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer of the Issuer a special depository account to be named Oakland-Macomb Interceptor Drain Drainage District Bonds Series 2020A Project Fund (hereinafter sometimes referred to as the "Project Fund"). The proceeds of the sale of the Bonds as received any premium paid by the purchaser of the Bonds shall be deposited in the Project Fund and used for the payment of the costs (including acquisition, engineering, architectural, legal and financing expenses) in connection with the purposes set forth herein which may include planning, designing, acquisition, construction and financing of the Project, and to pay the costs of issuance of the Bonds, the Drain Code and the provisions of Section

15(f) hereof. If applicable, (a) pending utilization of said funds for said purposes, such funds shall be invested, reinvested and deposited as permitted by Michigan law, which investments and deposits shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the respective dates, as estimated by the Issuer when such moneys will be required to pay the costs of issuance of the Bonds and the costs of the Project; (b) said investments and deposits shall be selected by the Treasurer of the Issuer; (c) after satisfaction of any obligations to rebate earnings to the United States, interest realized from such investments or deposits shall be considered as additional moneys for construction; and (d) surplus construction moneys, if any, remaining after paying the costs of issuance of the Bonds and the costs of the Project shall be used in accordance with the provisions of the Drain Code.

13. FORM OF BONDS. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA STATE OF MICHIGAN

COUNTY OF OAKLAND AND COUNTY OF MACOMB OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT BOND (LIMITED TAX GENERAL OBLIGATION) SERIES 2020A

DATE OF INTEREST RATE MATURITY DATE ORIGINAL ISSUE CUSIP

Registered Owner:
Principal Amount:
The Oakland-Macomb Interceptor Drain Drainage District, County of Oakland and County of Macomb, State of Michigan (the "Drainage District"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at, as bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolutions (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on,, by check or draft drawn upon, and mailed by, the bond registrar and paying agent by first-class mail postage prepaid to the Registered Owner at the
registered address, interest on such Principal Amount from,, or such later date through which interest has been paid until the Drainage District's obligation with respect to
the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the day of and in each year,
commencing on, Principal and interest are payable in lawful money of the United States of America.
This bond is one of a series of bonds aggregating the principal sum of Dollars (\$) issued by said Drainage District
under and pursuant to and in full conformity with the Constitution and Statutes of Michigan
(especially Act 40, Public Acts of 1956, as amended) and resolutions adopted by the Drainage District (the "Resolutions") for the purpose hereof. The bonds are to be issued pursuant to Chapter
21 of Act No. 40, Public Acts of Michigan, 1956 ("Act 40") and provisions of Act No. 34, Public
Acts of Michigan, 2001, as amended ("Act 34"), in anticipation of, and are primarily payable from
the collection of the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments
assessed against the public corporations (the "Public Corporations") pursuant to Act 40, which
said assessments are the general obligations of said Public Corporations. The full faith and credit
of the Drainage District has been pledged for the payment of the principal of and interest on the Bonds of this series as the same shall become due. The Drainage District does not have the power

As secondary security and pursuant to the authorization provided in Section 526 of Act 40, as amended, Oakland County and Macomb County, by resolutions of their respective Boards of Commissioners, have pledged or will pledge the full faith and credit of Oakland County and

to levy ad valorum property taxes.

Macomb County for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided in said resolutions and the Drain Code, in the event any Public Corporations in Oakland County shall fail or neglect to account to the Oakland County Treasurer, and any Public Corporations in Macomb County shall fail or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions. The full faith and credit pledges of Oakland County and Macomb County are limited tax general obligations and are not subject to constitutional tax rate limitations.

This bond is transferable, as provided in the Resolutions, only upon the books of the Drainage District kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his or her attorney duly authorized in writing. Upon the exchange or transfer of this bond, a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolutions, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

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

IN WITNESS WHEREOF, the Oakland-Macomb Interceptor Drain Drainage District, Counties of Oakland and Macomb, State of Michigan, by the Drainage Board, has caused this bond to be executed in its name by facsimile signatures of the Chairperson and Secretary of the Drainage Board and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

By:	
Chairperson,	Drainage Board

And:	
	Secretary, Drainage Board

CERTIFICATE OF AUTHENTICATION

This bond is one of a series of	bonds described within the mentioned Order
Bond Registrar and Paying Agent	_
By:Authorized Representative	_
AUTHENTICATION DATE:	

ASSIGNMENT

For	value	received,	the	undersigned (please	•	-	_		transfers, and tax	
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irrevocably			co	nstitute		a	nd		a	ppoint
						, ;	attorney t	to tran	sfer the	within
bond on the	books l	kept for reg	gistrat	ion thereof, wi	ith full po	wer of	substituti	ion in	the premis	ses.
Dated:										
Signature G	uarante	ed:								

The signature must be guaranteed by a commercial bank, a trust company or a brokerage firm which is a member of a major stock exchange.

- 14. <u>CONTRACT WITH BONDHOLDERS.</u> The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds may not be amended. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such holder under the law.
- 15. <u>COVENANTS OF THE DRAINAGE DISTRICT TO BONDHOLDERS.</u> The Issuer covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain unpaid as to either principal or interest:
 - a. The Issuer will punctually perform all of its obligations and duties under this Resolution and will collect, aggregate and apply the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments and other moneys paid by the Public Corporations, in the manner required under this Resolution and the Drain Code.
 - b. The Issuer will promptly and punctually perform all of its legal obligations and duties relative to the prompt payment of the principal of and interest on the Bonds by virtue of the pledge of its full faith and credit for the payment thereof under the terms of this Resolution.
 - c. The Issuer will apply and use the proceeds of sale of the Bonds in the manner required by the provisions of this Resolution and the Drain Code.
 - d. The Issuer will maintain and keep proper books of record and account relative to the application of funds for the performance of the Project and the Oakland-Macomb Interceptor Drain Series 2020A Special Assessments and other moneys received from the Public Corporations. Not later than three (3) months after the end of each year, the Issuer shall cause to be prepared a statement, in reasonable detail, sworn to by its Secretary, showing the application of the proceeds of sale of the Bonds, the cash receipts of Oakland-Macomb Interceptor Drain Series 2020A Special Assessments from the Public Corporations during such year and the

application thereof, and such other information as may be necessary to enable any taxpayer or any registered owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the performance of the Project and application of funds therefor, or for the payment of the Bonds during such year. A certified copy of said statement shall be filed with the Secretary of the Drainage Board.

- e. To the extent permitted by law, the Issuer shall take or abstain from taking all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, but not limited to, actions and abstentions from actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and money deemed to be Bond proceeds.
- f. If for any reason the original Oakland-Macomb Interceptor Drain Series 2020A Special Assessments shall not be sufficient to pay the principal of and interest on the Bonds when due, the Drainage Board shall make such additional assessments therefor as may be necessary, apportioned as in the first instance, as authorized by the provisions of Chapter 21 of the Drain Code.
- 16. <u>DEFEASANCE</u>. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the Bonds or any portion of the Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such Bonds and the owners of the Bonds shall have no further right under this Bond Resolution except to receive payment of the principal of, premium if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.
- 17. <u>PAYMENT OF ISSUANCE EXPENSES</u>. Part of the proceeds of the Bonds shall be used to pay the issuance expenses of the Bonds.
- 18. <u>INVESTMENTS</u>. Moneys in the Project Fund or the Debt Retirement Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Chairperson which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Bonds. Obligations purchased as an investment of moneys in the Project Fund or Debt Retirement Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.
- 19. <u>DEPOSITORIES</u>. All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the

principal of, premium, if any, and interest on the Bonds are payable. The Secretary of the Drainage District shall select the depository or depositories to be used from those banks authorized in this Section.

- 20. <u>ARBITRAGE AND TAX COVENANTS</u>. Notwithstanding any other provision of this Resolution, the Drainage District covenants that it will not at any time or times:
- (a) Permit any proceeds of the Bonds or any other funds of the Drainage District or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or
- (b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.
- 21. <u>NOT QUALIFIED TAX-EXEMPT OBLIGATIONS</u>. The Bonds are <u>not</u> designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code unless, at the time of the publication of the Official Notice of Sale (for a competitive sale) or set forth in the request for proposal (for a negotiated sale) as authorized herein, the Bonds are determined to be eligible for such designation in which case the Notice of Sale or Request for Proposal shall reflect such change.

22. <u>DEFEASANCE OR REDEMPTION OF BONDS</u>. If at any time,

- (a) the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to

maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the Drainage District shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the Drainage District and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Bonds, a description of the moneys or Government Obligations so held by it and that the Drainage District has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the Drainage District, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, 'the United States of America.

- 23. <u>APPROVAL OF THE DEPARTMENT OF TREASURY</u>. The issuance and sale of the Bonds may be subject to permission being granted therefor by the Department of Treasury of the State of Michigan and the Chairperson may make application, if necessary, to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this resolution.
- 24. <u>SALE, AWARD, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS</u>. The Chairperson or Secretary of the Drainage Board shall determine the principal amount of the Bonds to be sold and shall determine the other bond details as described in paragraphs 2 and 4 hereof. The Chairperson or Secretary is authorized to award the Bonds as provided herein and to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this resolution.
- 25. <u>REPLACEMENT OF BONDS</u>. Upon receipt by the Chairperson or Secretary of the Drainage Board of proof of ownership of an unmatured bond, of satisfactory evidence that the

bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Chairperson or the Secretary, the Chairperson or the Secretary may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Chairperson or a Secretary may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent for each new bond delivered or paid without presentation as provided above shall require the payment of expenses, including counsel fees, that may be incurred by the bond registrar and paying agent and the Drainage District in the premises. Any bond delivered pursuant to the provisions of this Section 15 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

- 26. <u>TAX COVENANT</u>. The Drainage District covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson or Secretary is authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.
- 27. OFFICIAL STATEMENT. If necessary, the Drainage District shall cause the preparation of an official statement for the Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities and Exchange Act of 1934, as amended (the "Rule") and shall do all other things necessary to enable compliance with the Rule. After the award of the Bonds, the Drainage District will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.
- 28. <u>CONTINUING DISCLOSURE</u>. The Chairperson or Secretary is hereby authorized to execute and deliver in the name and on behalf of the Drainage District (i) a certificate of the Drainage District to comply with the requirements for a continuing disclosure undertaking of the Drainage District pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The Drainage District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the Drainage District to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.
- 29. <u>FILING WITH MUNICIPAL FINANCE DIVISION</u>. If necessary, the Chairperson or Secretary is authorized and directed to:
 - (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;

- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.
- 30. <u>COMPETITIVE SALE OR NEGOTIATED SALE</u>. Depending on the circumstances in the future the Drainage District wants to have the flexibility to sell the Bonds at either a Competitive or Negotiated sale as shall be determined by either the Chairperson or the Secretary.
- (a) <u>COMPETITIVE SALE</u>: If a Competitive Sale is chosen the Drainage District hereby authorizes its Bond Counsel to publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Notice of Sale shall be in substantially the form approved by the Chairperson or the Secretary after conferring with Bond Counsel. The Bond Counsel and Financial Consultant are hereby designated to act for and on behalf of the Drainage District to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.
- NEGOTIATED SALE: If a Negotiated sale is chosen, the Bonds may be sold pursuant to a negotiated sale as hereinafter provided if it is determined that such negotiated sale is in the best interests of the Drainage District and is calculated to provide the maximum flexibility and cost savings in pricing the Bonds. The Chairperson or Secretary of the Drainage Board is designated as an "Authorized Officer" and is hereby authorized to negotiate and enter into a bond purchase agreement with a Bank or an underwriter and any co-managing underwriters to be selected by the Authorized Officer after a placement agent has solicited proposals from Banks and other Underwriters at or prior to the time of the sale of the Bonds (together, the "Underwriters"), which bond purchase agreement shall set forth the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Underwriters and compensation to be paid to the Underwriters, as well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the Bonds. The Authorized Officer of the Drainage Board is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of the Bonds in accordance with the provisions of this resolution. To save time and cost the Drainage District may apply for a municipal bond rating exemption waiver from the Michigan Department of Treasury. In making the determinations in the bond purchase agreement with respect to principal maturities and dates, interest rates, purchase price of the Bonds and compensation to be paid to the Underwriters, the Authorized Officer shall be limited as follows:
- (a) The interest rate on any bond shall not exceed 5.00% per annum.
- (b) The Underwriters' discount with respect to the Bonds or the compensation to be paid to the Underwriters shall not exceed 1.00% of the principal amount of the Bonds.
- 31. <u>RETENTION OF BOND COUNSEL</u>. The firm of Clark Hill, PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the Drainage District in connection with the issuance, sale and delivery of the Bonds.
- 32. <u>RETENTION OF FINANCIAL CONSULTANTS</u>. MFCI, LLC, 3150 Livernois Rd. Suite 175, Troy, Michigan, 48083, is hereby retained to act as financial consultant and advisor to the Drainage District in connection with the sale and delivery of the Bonds.

- 33. <u>CONFLICTING RESOLUTIONS</u>. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.
- 34. <u>EFFECTIVE DATE</u>. This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the Drainage District as soon as practicable after adoption.

A roll-call vote on the foregoing resolution was taken and was as follows:							ws:	
YES:								
NO:								
ABST	AIN:							
The rea	solution	was declar	ed adopted	1 .				

CERTIFICATION OF PROCEEDINGS

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District held in Waterford, Township, Michigan on June 17, 2020; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and the Governor's Executive Order No. 2020-75, as the same may be or has been expanded, extended, supplemented or replaced from time to time and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

DATED: June 17, 2020	
	Jim Nash Secretary of the Drainage Board

EXHIBIT A

Oakland-Macomb Interceptor Drain Drainage District Bonds, Series 2020A Project Costs

NESPS M&E Upgrades and NI-EA Rehabilitation Project Budget Summary-First Bond Series Oakland-Macomb Interceptor Drain Drainage District 8-Jun-20

			NESPS M&E Upgrades	N	I-EA Rehabilitation (PCI-4 & CS-9)
1) Construction (FAC)					
Project Construction Cost (Est)	. . .	\$	48,600,000		21,700,000
	Sub-Total	\$	48,600,000	\$	21,700,000
2) Project Development: Engineering Consulting (ENG CO	ON)				
ASI/NTH Design Effort		\$	1,319,213		2,205,063
CM Preconstruction Services-Walsh		\$	575,000		-
Scheduling Consultant Placeholder (Estimated)		\$	225,000	_	225,000
Consultant CCA (Assume 2.5% Construction Costs)		\$	1,215,000	\$	-
Consultant CCA (Assume 5% Construction Costs)		\$	-	\$	1,085,000
	Sub-Total	\$	3,334,000	\$	3,515,000
3) Project Financing & Legal (LEGAL)					
Project Insurance		\$	1,764,177		868,923
Bond Issuance (Legal)		\$	114,510		58,990
Bond Issuance (Financial Consultant)		\$	50,177	\$	25,849
Other Financing Costs		\$	5,346	\$	2,754
Bond Ratings		\$	37,620	\$	19,380
Underwriter Discount Est (\$6.75/\$1,000)		\$	373,228	\$	190,005
Legal Fees (communities contract agreements)		\$	20,000	\$	120,000
	Sub-Total	\$	2,365,000	\$	1,286,000
3) Right-of-Way Services (ROW)					
Easement Fees		\$	25,000	\$	128,000
Permits		\$	325,000		90,000
County Personnel Time		\$	29,241	\$	49,486
·	Sub-Total	\$	379,000	\$	267,000
4) Exclusive County Services:					
Administration (ADM)		\$	264,821	\$	319,174
Public Works (MACOMB)		\$	167,749		314,330
Engineering-OCWRC (ENG)		\$	300,211		509,233
Construction Inspection (INS)		\$	172,236		324,384
Surveying (SUR)		\$	22,132		33,382
O&M/Equipment-MCPW (STD)		\$	29,881	\$	-
O&M/Equipment-OCWRC (STD)		\$	29,881	\$	20,955
Startup and Training/Corrections-MCPW/OCWRC (STD)		\$	24,191	\$	20,955
	Sub-Total	\$	1,011,000	\$	1,542,000
5) Subtotal:		\$	55,689,000	\$	28,310,000
Contingency (0%-Overall Project					
6) Contingency on Next Bond Series)		\$	-	\$	<u>-</u>
	Final Project Cost	\$	55,689,000	\$	28,310,000
	TOTAL		, ,	\$	83,999,000
		To	otal for Bond	\$	84,000,000

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

By:

Joel Brown, P.E. Project Engineer

EXHIBIT B

Oakland-Macomb Interceptor Drain – Public Corporations

The Bonds are to be issued in anticipation of the collection of Oakland-Macomb Interceptor Drain Series 2020A Special Assessments, under the provisions of Chapter 21 of Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code" or "Act 40"), against the following Public Corporations: City of Auburn Hills, Independence Township (which includes the Village of Clarkston), the City of Lake Angelus, the City of Rochester, the City of Rochester Hills, Oakland Township, Orion Township, Oxford Township, the Village of Lake Orion, the Village of Oxford, Waterford Township, and West Bloomfield Township, in Oakland County, Michigan; and Chesterfield Township, the City of Fraser, the City of Sterling Heights, the City of Utica, Clinton Township, Harrison Township, Lenox Township, Macomb Township, Washington Township, Shelby Township, and the Village of New Haven, in Macomb County, Michigan, under the applicable provisions of the Drain Code with respect to the Project, on the applicable Special Assessment Roll No. 1 for the Drainage District, for the purpose of paying the costs of performing certain drainage projects and the costs of issuance of the Bonds. The assessments are a general obligation of the Public Corporations, and are payable from the respective Public Corporations' general funds or from ad valorem taxes which may be levied on all taxable property in the Public Corporation, subject to constitutional, statutory and charter limitations.

EXHIBIT C

[FORM OF OFFICIAL NOTICE OF SALE]

OFFICIAL NOTICE OF SALE

OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT BONDS (LIMITED TAX GENERAL OBLIGATION) SERIES 2020A State of Michigan

SEALED OR ELECTRONIC BIDS: Sealed written bids for the purchase of the bonds described
herein (the "Bonds") will be received by the undersigned for and on behalf of the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District" or "Issuer") at the Drainage
District Drain Board at, on, until:m., Eastern Time, at which time and place said bids will be publicly opened and read.
Time, at which time and place said bids will be publicly opened and read.
In the alternative, sealed written bids will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, 26211 Central Park Blvd, Suite 508, Southfield, Michigan 48073, where they will be publicly opened simultaneously. Bids received at Southfield, Michigan, will be read first, followed by those bids received at the alternate location. Bidders may choose either location to present bids and good faith checks, but not both locations. Any bidder may submit a bid in person to either proposing location. However, no bidder is authorized to submit a FAX bid to
Also in the alternative, electronic bids will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2 nd Floor, New York, New York, 10018, (212) 849-5021.
If any provision of this Notice of Sale shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Official Notice of Sale shall control.
The Bonds will be awarded or all bids will be rejected by the at a proceeding to be held within twenty-four hours of the sale.
BOND DETAILS: The Bonds will be dated1, and will be known as "Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation) Series 2020A". The Bonds will be fully registered Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date payable1, and semi-annually thereafter until maturity. The Bonds will mature on the 1st day of in each year as follows:

YEAR AMOUNT YEAR AMOUNT

PRIOR REDEMPTION: Bonds shall be subject to redemption as follows:
INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates
not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or
1/100 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing
in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS
MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE
BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No bid for the purchase of

<u>TERM BOND OPTION</u>: Bonds maturing in the years ______, inclusive, are eligible for designation by the original purchaser at the time of sale as serial Bonds or term Bonds, or both. There may be more than one Term Bond maturity. However, principal maturities designated as Term Bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on ______ 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of Term Bonds and Serial bonds must carry the same interest rate. Any such designation must be made at the time the bids are submitted.

less than all of the Bonds, at a price less than 99% or more than 115% of their par value or at an

interest rate or rates that will result in a net interest cost exceeding 5%, will be considered.

BOOK-ENTRY-ONLY: The Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Bidders will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:

michigan has been selected as paying agent and bond registrar (the "Bond Registrar") for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the Drainage District kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the Preliminary Official Statement for the Bonds. The Issuer may from time to time as required designate a successor bond registrar and paying agent.

<u>PURPOSE AND SECURITY</u>: The Bonds are being issued pursuant to Act No. 40, Public Acts of Michigan, 1956, as amended ("Act 40") for the following purposes: [To be inserted by Bond Counsel]

The Drainage District's Bonds are being issued in anticipation of the collection of an equal amount of special assessments against the Public Corporations on the Bonds Special Assessment Roll for the Oakland-Macomb Interceptor Drain adopted by the Drainage Board. The full faith and credit of the Drainage District is pledged hereby for the prompt payment of the principal of and interest on the Bonds as the same shall become due. The limited tax full faith and credit of the County of Oakland has been pledged for the prompt payment of the principal of and interest on the Bonds pursuant to a resolution to that effect approved by two-thirds of the members-elect of the Board of Commissioners of the County of Oakland. The limited tax full faith and credit of the County of Macomb has been pledged for the prompt payment of the principal of and interest on the Bonds pursuant to a resolution to that effect approved by two-thirds of the members-elect of the Board of Commissioners of the County of Macomb.

ADJUSTMENT IN PRINCIPAL AMOUNT: The aggregate principal amount of this issue has been determined as the amount necessary to construct the project and pay a portion or all of the costs of issuance of the Bonds, assuming certain conditions and events exist on the date of sale. The Drainage District reserves the right to increase or decrease the total par amount of the Bonds by any amount prior to the sale or following the opening of bids. The increase or decrease may be made in any one or more maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. In the case of a bid with a premium, the aggregate amount of the Bonds will generally be reduced by at least the amount of the premium offered. The successful bidder may not withdraw the bid as a result of any changes made within these limits.

<u>ADJUSTMENT IN DISCOUNT/PREMIUM</u>: In the event the principal amount of this issue is increased or decreased, the premium or discount bid, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally bid.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any additional rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE DRAINAGE DISTRICT.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$______) of the face amount of the Bonds, and payable to the order of the Drainage District will be required of the successful bidder as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. If a check is used, it must accompany each bid. If a wire transfer is used, the successful bidder is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the

wire instructions provided by MFCI LLC. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful bidder will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

AWARD OF THE BONDS - TRUE INTEREST COST: The Bonds will be award	led to the
bidder whose bid produces the lowest true interest cost determined in the following ma	nner: the
lowest true interest cost will be the single interest rate (compounded on	and semi-
annually thereafter) necessary to discount the debt service payments from their respective	payment
dates to in an amount equal to the price bid, excluding accrued	interest.
is the anticipated date of delivery of the Bonds.	

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Clark Hill PLC, attorneys of Detroit, Michigan (the "Bond Counsel") a copy of which opinion will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials. THE ISSUER RESERVES THE RIGHT TO REJECT ANY BID CONDITIONED ON ANY OTHER LEGAL REVIEW OR ANY OTHER CONDITION OF THE TRANSACTION IF IT IIS MADE A CONDITION OF THE BID.

TAX MATTERS: [To be inserted by Bond Counsel]

"NOT QUALIFIED TAX EXEMPT OBLIGATIONS": The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

"CERTIFICATE REGARDING ISSUE PRICE": The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initially offering price of the Bonds to the public.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The Issuer shall treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. Any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the Bonds shall be subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5^{th}) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting

power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the Issuer to the winning bidder.

DELIVERY OF BONDS: The Drainage District will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its bid by serving notice of cancellation, in writing, on the undersigned in which event the Drainage District shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Nor withstanding the foregoing, the successful Bidder will be required to pay for and accept delivery of the Bonds on , 2020.

<u>UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE</u>: In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the County of Oakland and the County of Macomb will covenant to undertake (pursuant to a resolution adopted or to be adopted by its governing body), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the Drainage District, a form of which is included in the Preliminary Official Statement and in the Final Official Statement.

OFFICIAL STATEMENT:

Hard Copy

A copy of the Preliminary Official Statement (the "Preliminary Official Statement") may be obtained by contacting MFCI LLC, at the address listed below. The Preliminary Official Statement is in a form deemed final as of its date by the Drainage District for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a Final Official Statement (the "Final Official Statement"). The successful bidder shall supply to the Drainage District, within twenty-four (24) hours after the award of the Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

Internet

In addition, the Drainage District has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds via the Internet. The Preliminary Official Statement can be viewed and downloaded at <u>www.i-dealprospectus.com or</u> at www.tm3.com.

The Drainage District will provide on a timely basis sufficient copies of the Final Official Statement to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Additional copies will be supplied upon the bidder's agreement to pay the cost incurred by the Drainage District for those additional copies.

The Drainage District shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the Drainage District and the Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

<u>CUSIP NUMBERS</u>: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Bonds. All expenses for printing CUSIP numbers on the Bonds shall be paid for by the Drainage District, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

<u>ADDITIONAL INFORMATION</u>: Further information may be obtained from the undersigned at the following address MFCI, LLC, 3150 Livernois Rd., Suite 175, Troy, Michigan, 48083 or from Steven Burke, CFA, telephone (313) 782-3011, email: os@mfci.com.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES: Envelo	pes containing the	e bids should	l be plainly	marked	"bid fo	or Oakland
Macomb Interceptor Dra	in Drainage Bonds,	, Series 2020A	A. "			
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Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 8

Agreement between NEXGEN and OMIDDD







TO: Michael Gregg, Chairperson

Oakland-Macomb Interceptor Drain Drainage Board

FROM: Joel Brown, P.E. Oakland County Water Resources Commissioner's Office

Stephen Downing, P.E. Macomb County Public Works Commissioner's Office

SUBJECT: NEXGEN Contract for OMIDDD Asset Management Software

DATE: June 17, 2020

The transition of the maintenance responsibilities for the Northeast Sewage Pumping Station has inherently increased the number of assets under the Oakland-Macomb Interceptor Drain Drainage District's (OMIDDD) responsibility. The varying maintenance schedules and spare parts needed for these assets, which currently range from 2,000 horsepower pumps down to overhead lights, make it difficult to keep track of through unautomated, non-centralized means. As such, we believe it is prudent to retain the services of an asset management software to perform the following asset management services including, but not limited to:

- 1. Maintaining a record of all assets, with pertinent information that includes installation date, manufacturer, model number, and an array of performance specifications.
- 2. Maintaining and tracking a spare parts inventory for all assets.
- 3. Allowing OMIDDD to issue work orders directly to contractors through the software for asneeded repairs.
- 4. Tracking asset maintenance schedules and issuing work orders to contractors automatically to streamline routine maintenance.
- 5. Facilitating contractor invoice exchange and tracking all costs associated with an asset.
- 6. Housing pertinent record documents, such as submittals, plans, operation and maintenance manuals and condition reports for easy reference.
- 7. Assigning condition assessments to all assets for assessing repair and replacement needs/timing.
- 8. Performing life-cycle cost analysis on all assets for estimating system yearly maintenance, end-of-life and cost for replacement for use in capital and maintenance planning.

We are recommending that the software, NEXGEN, be utilized to provide these services for the following reasons:

- 1. The Macomb County Public Works Office (MCPWO) is already utilizing the NEXGEN software to perform the above services on the assets that they own and maintain with positive, successful results.
- 2. Members of the Oakland County Water Resources Commissioner's Office were able to attend a presentation on NEXGEN's capabilities and found NEXGEN's asset management capabilities to be robust and highly functional.
- 3. Since MCPWO has some of the same asset types as OMIDDD, the software is somewhat preconfigured for OMIDDD's use, making transition and startup easier.

- 4. NEXGEN has proven to be adaptable and innovative, responding to client needs and desires by making appropriate software changes on a routine basis, which results in better functionality for end-users and ensures the software will meet the needs of the future.
- 5. The license fees appear to be fairly priced at \$2,100/user without significant startup costs.

We have prepared the attached contract for NEXGEN to provide the aforementioned services to OMIDDD for the Board's consideration. We believe that 5 licenses should initially be utilized for OMIDDD purposes for an annual fee of \$10,500. There is also an annual contractor portal fee of \$15,000 for unlimited contractors. These fees can initially be provided by the maintenance reserve fund and be incorporated into future budget cycles.

Requested Action: Approve the attached contract with NEXGEN to provide asset management software services for OMIDDD assets.

Page 2 of 2 Rev.: 02/12/2018

SOFTWARE SERVICE PROVIDER LICENSING AND SERVICES AGREEMENT

This Software Service Provider Licensing and Services Agreement ("Contract") is made this __day of ______, 2020 between the Oakland-Macomb Interceptor Drain Drainage District ("OMIDDD" or "LICENSEE") and NEXGEN Utility Management, Inc. (dba NEXGEN Asset Management) ("Provider"). In this Contract, Provider or the LICENSEE may also be referred to individually as a "Party" or jointly as the "Parties".

- A. LICENSEE desires to enter into a contractual relationship with Provider for right to use and access the Provider's Software, as defined below, for LICENSEE'S own internal business purposes.
- B. It is the express intention of the Parties that LICENSEE shall only be responsible to Provider, for payment purposes and otherwise, for the Provider's Services which are delivered to and for the benefit of LICENSEE. The LICENSEE shall not be in any way responsible for Provider's Services, for payment purposes and otherwise, for Provider's Services which are delivered to and for the benefit of any other licensee, including, but not limited to, the Macomb Interceptor Drain Drainage District.

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, and the foregoing recitals which are incorporated by reference, the Parties agree to the following:

§1. **DEFINITIONS**

The following words and expressions shall be defined as follows:

- 1.1. "Claims and Liabilities" means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, administrative or governmental actions or proceedings, judgments, deficiencies, liabilities, fines, penalties, costs, and expenses of any kind or nature (including, but not limited to, reasonable attorney fees, litigation expenses, and court costs) which are imposed on, incurred by, or asserted against LICENSEE, or for which LICENSEE 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 state constitutions or any federal, state, or local statute, ordinance, rule, regulation, or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.2. "Confidential Information" means all information that the LICENSEE is required or permitted by law to keep confidential and any information that may be subject to attorney-client, work product, or other privilege, and all LICENSEE'S Data.

- 1.3. "Contract Administrator" means the individual designated by the LICENSEE to act as a liaison between the LICENSEE and the Provider. Any questions or problems the Provider may have concerning the work under this Contract should be directed to this individual.
- **1.4.** "Data" means information, content, and other data that may be exchanged electronically between LICENSEE and Provider.
- **1.5.** "Documentation" means the user manuals and/or technical publications as applicable, supplied in connection with Software relating to the installation, use, and administration of Software.
- **1.6.** "LICENSEE'S Agent" means all LICENSEE'S board members, officials, employees (including employees shared with Oakland County for OMIDDD), representatives, and/or any such persons' successor(s). "LICENSEE'S Agent" shall include any person who is or was a "LICENSEE'S Agent" anytime during the term of this Contract.
- 1.7. "Provider Employee" means without limitation, any officers, directors, managers, employees, and representatives of Provider, and also includes any Provider subcontractors, consultants, independent contractors, or suppliers. "Provider Employee" shall include any person who is or was a Provider Employee at any time during the term of this Contract.
- **1.8.** "E-Verify" is an internet-based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their new hired employees. For more information and to register visit https://everify.uscis.gov/enroll/.
- **1.9.** "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets, or Proprietary Information.
- **1.10.** "Proprietary Information" means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.
- 1.11. "Software" means the proprietary software and platform employed by Provider to deliver the services provided for under the Contract and its associated technology (if applicable), and any modified versions and copies of, and upgrades, updates and additions to Software, provided to LICENSEE'S by Provider, including Software and access thereto provided on a Software as a Service (SaaS) basis.

- **1.12.** "Working Day" means any calendar day except Saturday, Sunday, and LICENSEE'S legal holidays.
- 1.13. "Written Notice" means a communication in writing delivered in person, by first class mail, or by overnight delivery by a reputable national delivery service to the Party's address identified in Section 9.19 hereof.

§2. CONTRACT EFFECTIVE DATE, TERM, AND TERMINATION

- **2.1.** The effective date of this Contract shall be stated on the first page of this Contract. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Provider shall be due or owing for any Provider services until and unless:
 - **2.1.1.** This Contract is signed by an employee of Provider, legally authorized to bind the Provider.
 - **2.1.2.** Any and all Provider Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the LICENSEE.
 - **2.1.3.** The LICENSEE'S Board has approved the retention of Provider.
- 2.2. The term of this Contract shall begin on the Effective Date for a period of three (3) years (the "Initial Term"). The Contract may be renewed for successive three (3) year terms (each a "Renewal Term") upon the written agreement of all Parties, executed not less than sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable.
- 2.3 The LICENSEE may terminate and/or cancel this Contract (or any part thereof) at any time, upon seven (7) days Written Notice to the Provider, for any reason, with or without cause, including a termination for the convenience of the LICENSEE, without incurring obligation or penalty of any kind.
- 2.4. The LICENSEE'S sole obligation in the event of termination is for payment for actual services rendered by the Provider before the effective date of termination. The LICENSEE shall not under any circumstances, in the event of termination or otherwise, be liable to the Provider for consequential damages of any kind, including but not limited to loss of income, lost profits, or any loss of business opportunities, revenues, or any other economic benefit.
- **2.5.** Provider may terminate and/or cancel this Contract (or any part thereof) at any time upon thirty days (30) days Written Notice to the LICENSEE, if the LICENSEE'S

defaults in any material obligation contained herein, and within the thirty days (30) notice period the LICENSEE has failed to cure any such default. The specific alleged default shall be clearly stated in the written notice.

§3. SCOPE OF PROVIDER'S SERVICES AND LICENSE

- **3.1.** <u>License.</u> Provider hereby grants LICENSEE a non-exclusive, non-transferable, worldwide right to use and access the Software, including in operation with other software, hardware, systems, networks and services for LICENSEE'S own business purposes, including processing of LICENSEE'S Data.
- 3.2. Maintenance and Support. The Provider shall provide LICENSEE with maintenance and support with the Software (collectively "Support Services"). The Support Services are included in the Services, and Provider shall not assess any additional fees, costs or charges for such Support Services. As part of the Support Services, Provider at a minimum shall (a) correct all service errors, including by providing defect repair, programming corrections, and remedial programming; (b) provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. Eastern time zone, on Business Days; (c) provide online access to technical support bulletins and other user support information and forums, to the full extent Provider makes such resources available to its other customers; and (d) respond to and resolve support requests. Provider shall continuously monitor and manage the Software to optimize availability that meets or exceeds 99.00%.
- **3.3.** <u>Documentation License.</u> Provider hereby grants to LICENSEE a non-exclusive, non-sublicensable, non-transferable license to prepare, reproduce, print, download, and use as many copies of the Documentation during the Term as may be necessary or useful for any use of or in relation to the Services.

§4. <u>LICENSEE'S PAYMENT OBLIGATIONS FOR PROVIDER'S SERVICES</u>

- **4.1.** Except as otherwise expressly provided for in this Contract, the LICENSEE'S sole financial obligation to the Provider for any services under this Contract shall be as follows:
 - **4.1.1.** LICENSEE shall pay Provider of an annual fee of \$2,100 per user for the NEXGEN Asset Management software. LICENSEE shall pay an annual fee of \$15,000 for the NEXGEN Contractor Portal for unlimited contractors. The costs may increase based on US Consumer Price Index to account for inflation and may not exceed 3% annually OMIDDD will be responsible for payment for OMIDDD users only.

- 4.1.2. Payments will be due on an annual basis. The Provider shall submit an invoice to LICENSEE which shall itemize all amounts due and/or owing by LICENSEE under this Contract, as the date of the invoice. The invoices shall be submitted in the form and according to the schedule approved by the LICENSEE. The LICENSEE shall have no obligation to make payment until a proper invoice is submitted and approved by the Contract Administrator or designated LICENSEE'S Agent. Once the invoice has been so approved, the amount set forth in the invoice will become due from the relevant LICENSEE to Provider 30 days after that LICENSEE'S Board has approved the amount. The LICENSEE reserves the right to make partial payments on any invoice in an amount the LICENSEE, in its discretion, deems to be commensurate with the actual progress of the services performed.
- **4.1.3.** Under no circumstances shall the LICENSEE be obligated to pay the Provider for any services rendered which have not been invoiced, as required herein, within sixty (60) days of the date such services were actually rendered pursuant to this Contract.
- **4.2.** Under no circumstances shall the LICENSEE be responsible for any cost, fee, fine, penalty, or damages incurred or suffered by Provider in connection with or resulting from the Provider's provisions of services under this Contract.
- **4.3.** The LICENSEE has the right to offset any amounts due and owing to the Provider should the LICENSEE incur any cost associated with this Contract that is the obligation of Provider under this Contract.
- **4.4.** Provider's rates may not increase more than 3% annually during the Initial Term and not more often than on an annual basis during each Renewal Term. In no event may a rate increase exceed 3% annually.

§5. PROVIDER'S ASSURANCES AND WARRANTIES

- **5.1.** <u>Provider Statements</u>. The Provider certifies that all statements, assurances, records, and materials submitted to LICENSEE in connection with securing this Contract are truthful, complete, and accurate in all respects.
- **5.2.** <u>Service Warranty</u>. The Provider warrants that all services performed hereunder will be performed timely and in a workmanlike manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- **5.3.** <u>Warranty of Function.</u> The Provider warrants that the Software documentation and any representations provided by Provider to LICENSEE regarding the Software's

functionality accurately describe the function and operational characteristics of the Software. Provider further warrants that the Software will operate according to the functional specifications, documentation, and representations provided to LICENSEE. Further, the Software will be free from defects, viruses, and other malware.

- **5.4.** Ownership of Software. The Provider represents and warrants that it is the legal owner of all intellectual property rights of the Software, or has received all intellectual property licenses or rights necessary to provide the Software and Services without further consent from any third party. The Provider warrants that the Software does not infringe any patent or copyright of a third party.
- 5.5. Data Security. The Provider will maintain and enforce information and data privacy and security procedures with respect to its access, use, and storage of all LICENSEE'S Data that (a) are at least equal to industry standards, taking into consideration the sensitivity of the relevant LICENSEE'S Data, (b) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations, and (c) provide all reasonably appropriate administrative, technical, and physical safeguards, and backups to protect against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure, access or use of LICENSEE'S Data. Provider shall maintain a data breach plan and provide it to LICENSEE. Provider shall be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems), and networks used by or for Provider or otherwise in connection with the Services ("Provider Systems") and shall prevent unauthorized access to the LICENSEE'S systems through the Provider Systems. Provider shall, in accordance with the provisions of this Section, maintain or cause to be maintained disaster avoidance procedures designed to safeguard the LICENSEE'S Data and LICENSEE'S other Confidential Information, Provider's Processing capability, and the availability of the Subscription Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of Section 9.11 shall not limit Provider's obligations under this Section. Provider shall conduct or have conducted daily backups of LICENSEE Data and perform or cause to be performed periodic backups of LICENSEE Data and store such backup LICENSEE Data in a commercially reasonable location and manner on at least a daily at a secondary backup facility that is geographically remote from Provider's primary systems. On written notice from LICENSEE Provider shall provide LICENSEE with a copy of the backed-up LICENSEE Data in such machinereadable format as LICENSEE otherwise reasonably requests. Provider shall provide all backups at its sole cost and expense. No backup of LICENSEE Data

- shall be counted in allotting or calculating any data storage actually used or permitted to be used by LICENSEE or any associated payment or fee.
- **5.6.** <u>Business and Professional Licenses</u>. The Provider will maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- **5.7.** Equipment and Supplies. The Provider is responsible for providing equipment and supplies required to complete the specified services under the Contract unless otherwise expressly set forth in the Contract.
- 5.8. Taxes. The Provider shall pay its own local, state, and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The LICENSEE shall not be liable to or be required to reimburse the Provider for any federal, state, and local taxes or fees of any kind.
- **5.9.** <u>Provider's Incidental Expenses.</u> Except as otherwise expressly provided in this Contract, the Provider shall be solely responsible and liable for all costs and expenses incident to the performance of all Services for the LICENSEE.

5.10. Provider Employees.

- **5.10.1.** The Provider shall employ and assign qualified Provider Employees as necessary and appropriate to provide the services under this Contract. Provider shall ensure all Provider Employees have the necessary knowledge, skill, and qualifications to perform the required services and possess any necessary licenses, permits, certifications, and governmental authorizations as may be required by law.
- **5.10.2.** The Provider shall solely control, direct, and supervise all Provider Employees with respect to all Provider obligations under this Contract. The Provider will be solely responsible for and fully liable for the work, conduct, and supervision of any Provider Employee.
- **5.10.3.** If requested by the LICENSEE, all Provider Employees shall wear and display appropriate LICENSEE-provided identification at all times while working on LICENSEE'S premises. The Provider shall promptly return all LICENSEE-provided identification.
- **5.10.4.** All Provider Employees assigned to work under this Contract may, at the LICENSEE'S discretion, be subject to a security check and clearance by the LICENSEE.

- 5.11. E-Verify. Provider shall register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees. Unless otherwise exempted, Provider agrees to certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Provider. Breach of this term or conditions is considered a material breach of this Contract.
- 5.12. Provider Employee-Related Expenses. All Provider Employees shall be employed at the Provider's sole expense (including employment-related taxes and insurance) and the Provider warrants that all Provider Employees shall fully comply with and adhere to all of the terms of this Contract. The Provider shall be solely and completely liable for any and all applicable Provider Employee's federal, state, or local payment withholdings or contributions and/or any and all Provider Employee related pension or welfare benefits plan contribution under federal or state law. The Provider shall indemnify, defend, and hold the LICENSEE and LICENSEE'S Agents harmless for and against any and all Claims brought against the LICENSEE or LICENSEE'S Agents by any Provider Employee.
- **5.13.** Full Knowledge of Service Expectations and Attendant Circumstances. The Provider warrants that before submitting its bid, it had a full opportunity to review all LICENSEE'S requirements and expectations under this Contract. The Provider understands and confirms that it will be able to timely perform all obligations under the Contract as specified herein.
- **5.14.** <u>Independent Contractor.</u> The Provider's relationship to the LICENSEE is that of an independent contractor. All Provider Employees assigned to provide Services under this Contract by the Provider shall, in all cases, be deemed employees, agents, or subcontractors of the Provider and not employees, agents, or sub-contractors of the LICENSEE.

§6. SOFTWARE AND DATA OWNERSHIP

- **6.1.** Provider IP. All right, title, and interest in and to the Software and all portions thereof, including the look and feel of the Software, visualizations displayed by the Software, and all other intellectual property rights therein, are and shall remain with Provider and its suppliers.
- **6.2.** <u>LICENSEE'S IP</u>. All right, title, and interest in and to Data provided by LICENSEE, including all intellectual property rights therein and all rights incident thereto, are and shall remain with LICENSEE.

§7. PROVIDER PROVIDED INDEMNIFICATION

- 7.1. Indemnification. To the maximum extent permitted by law, Provider agrees to protect, indemnify, and hold the LICENSEE and the LICENSEE'S Agents free and harmless from and against any and all Claims and Liabilities of any kind arising from any action or omission by Provider or any Provider Employee related to or arising out of the performance of Provider's Services under this Agreement. This indemnification provision shall be construed in all respects to comply with MCL 691.991 and shall not be construed to: (a) indemnify the LICENSEE or the LICENSEE'S Agents for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the LICENSEE or LICENSEE'S Agents or (b) require Provider to assume any liability or indemnity obligation for any amount greater than the degree of fault of the Provider and Provider Employees. Provider shall indemnify, defend, and hold harmless LICENSEE from and against any and all losses incurred by LICENSEE resulting from any action by a third party that the Services, or LICENSEE's or any authorized user's use thereof, infringe, misappropriate, or otherwise violate such third party's Intellectual Property rights.§8. **IMMUNITY**
 - **8.1.** <u>Immunity.</u> In undertaking the obligations of this Agreement, LICENSEE is engaging in a governmental function. The activities undertaken herein are not proprietary and specifically are not for pecuniary profit. Nothing in this Agreement is intended to, or shall be construed as, in any way diminishing the immunity LICENSEE enjoys under applicable law.

§9. ADDITIONAL TERMS AND CONDITIONS

- **9.1.** Notification and Access to LICENSEE'S Facilities. To the extent the Provider requires access to LICENSEE'S facilities for performances of its services, the Provider must provide notice to the LICENSEE and obtain prior permission from the LICENSEE to obtain such access.
- 9.2. <u>Use of LICENSEE'S Premises</u>. To the extent applicable to the services rendered hereunder, Provider shall confine its equipment, apparatus, materials and products, and operations of Provider Employees to the limits indicated by law, ordinances, permits, or directions of the LICENSEE and shall not unnecessarily encumber the LICENSEE'S premises with its materials, products, or equipment.
- 9.3. <u>Damage to LICENSEE'S Property and Premises</u>. The Provider shall be responsible for any damage to the LICENSEE'S premises or property, if applicable, that is caused by the Provider or Provider Employees. Should damage occur as a result of the Provider's actions or the actions of the Provider Employees, the Provider is responsible for the repair and/or replacement of the damage. If the Provider fails

- to repair or replace the damage, the LICENSEE shall repair and/or replace the damaged area and charge the Provider or deduct the amount from the Provider's payment, at the LICENSEE'S option.
- **9.4.** <u>Cumulative Remedies.</u> The exercise by LICENSEE of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. The LICENSEE shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- **9.5.** Survival of Terms and Conditions. All terms and conditions which by their nature extend beyond termination of this Contract shall survive and continue in full force beyond the termination and/or cancellation of this Contract, including without limitations Provider's assurances and warranties in Section 5 and indemnification obligations in Section 7.
- **9.6.** No Third-Party Beneficiaries. Except as expressly set forth herein, this Contract does not and is not intended to create any obligation, duty, promise, contractual right, or benefit in favor of any other person or entity.
- **9.7.** Compliance with Laws. Provider shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 9.8. Permits and Licenses. Provider shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the LICENSEE, Provider shall furnish copies of any permit, license, certificate, or governmental authorizations necessary to provide services under this Contract.
- **9.9.** <u>Discrimination</u>. Provider shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or disability in violation of State or Federal law.
 - **9.9.1.** Provider shall promptly notify the LICENSEE of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Provider.
 - **9.9.2.** The LICENSEE, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately.

- **9.10.** Reservation of Rights. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the LICENSEE.
- **9.11.** Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to acts of God, natural disasters, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, or work stoppages. Reasonable notice shall be given to the affected Party of any such event and the other Party's reliance on this provision.
- **9.12.** Conflict of Interest. To avoid any real or perceived conflict of interest, Provider shall identify any Provider Employee or relative of Provider's Employees who are presently employed by the LICENSEE or Oakland County.
- **9.13.** Contract Administrator. The LICENSEE may appoint a Contract Administrator to be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Provider, reviewing invoices, and submitting requests to the LICENSEE'S boards or authorized representative(s) for any contract modification in accordance with this Contract.
- **9.14.** Access and Records. Provider will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after the end of this Contract, and provide the LICENSEE with reasonable access to such books and records.
- **9.15.** Audit. At the LICENSEE'S request, Provider shall allow an auditor identified by the LICENSEE to perform finance compliance audits with the authority to access all pertinent records and interview any Provider Employee throughout the term of this Contract and for a period of three (3) years after final payment.
- **9.16.** Sublicense. LICENSEE may sublicense the Software to other drainage districts or municipal corporations that under the operation of the Oakland County Public Works Office.
- **9.17.** No Waiver. No term or condition of this Contract may be waived in the absence of a written waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights. Any waiver shall be limited to the specific instance for which it is given, and no waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- **9.18.** Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect.
- **9.19.** Written Notices. Written Notices given under this Contract shall be sent as follows:
 - **9.19.1.** If notice is sent to the Provider, it shall be addressed to: 4010 Lennane Dr Sacramento, CA 95834, ATT: Vincent Yee, President.
 - 9.19.2. If notice is sent to the OMIDDD, it shall be addressed to: Oakland County Water Resources Commissioner's Office, One Public Works Drive, Building 95 West, Waterford, MI 48328, ATT: Joel Brown, P.E., Assistant Chief Engineer, with a required copy to: John A. Basch, Senior Attorney, Oakland County Water Resources Commissioner's Office, One Public Works Drive, Building 95 West, Waterford, MI 48328.
 - **9.19.4.** Any Party may change the address or individual to which notice is sent by notifying the other parties in writing of the change.
- **9.20.** Contract Modifications or Amendments. Any modifications, amendments, rescissions, waivers, or releases to this Contract must be in writing and agreed to by an authorized representative of all Parties.
- **9.21.** Governing Law. This Contract is made and entered into in the County of Oakland, State of Michigan, and shall be governed, interpreted, and enforced by the laws of the State of Michigan. Provider acknowledges and stipulates that it conducts business in Oakland County for purposes of MCL 600.1621 or any successor statute.
- 9.22. Provider Use of Confidential Information. The Provider and/or Provider Employees shall not reproduce, provide, or disclose Confidential Information to any third party, or to any Provider Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Provider may disclose the Confidential Information if required by law, statute, or other legal process, provided that Provider (i) gives LICENSEE prompt written notice of an impending disclosure prior to make the disclosure, (ii) provides reasonable assistance to LICENSEE in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

9.23. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior or contemporaneous oral or written understandings, communications, agreements, or contracts between the Parties related to the subject matter hereof. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their authorized representatives as of the date stated in the introductory paragraph of this Contract.

LICENSEE:		PROVIDER:	
	KLAND-MACOMB		
INTERCEPTOR			
DRAIN DRAINAGE DISTRICT		By: Vincent Yee	
		Its: President	
By:	Jim Nash		
Its:	Secretary		

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 9

Engineering Work Order







TO: Michael Gregg, Chairperson

Oakland-Macomb Interceptor Drain Drainage Board

FROM: Joel Brown, P.E. Oakland County Water Resources Commissioner's Office

Stephen Downing, P.E. Macomb County Public Works Commissioner's Office

SUBJECT: METCO EWO for NEXGEN Asset Management Implementation Services

DATE: June 17, 2020

We have recommended that the Board retain NEXGEN under contract to provide asset management software for maintaining assets across the OMIDDD system. Should the Board approve the contract with NEXGEN, there is a required implementation phase for ensuring all assets are properly entered into NEXGEN and the modules and processes are correctly configured to suit OMIDDD's needs. The Macomb County Public Works Office has previously worked with METCO Services Inc. (METCO) to implement NEXGEN for their system. Since METCO is already familiar with NEXGEN implementation, has extensive knowledge of the OMIDDD system and are retained by OMIDDD to manage OMIDDD's assets, it is prudent to have METCO provide the asset management implantation services for OMIDDD. METCO has generated a proposal, dated November 11, 2019 which outlines the implementation services they are to provide including but not limited to.

- 1. Project management including meeting and workshops with OMID to assist in the development of the program.
- 2. Configuration of the software to the requirements of OMID.
- 3. Development of an asset inventory and implementation of all data into NEXGEN.
- 4. Use condition assessment reports provided by Contractors to assign condition scores to each asset and implement the condition assessment data into NEXGEN.
- 5. Development of inspection forms for the regularly scheduled station inspections.
- 6. Development of preventive maintenance and corrective maintenance programs.
- 7. Create an inventory of resources to be implemented and organized within NEXGEN such as equipment, contractors, vendors, staff, crews, etc.
- 8. Training of required staff for the use of the NEXGEN, including desktop and mobile applications.

Fees for the above services are as follows:

Task 1: Project Management	\$ 37,200
Task 2: System Configuration	\$ 18,000
Task 3: Asset Inventory	\$ 46,200
Task 4: Condition Assessment Data Implementation	\$ 33,500
Task 5: Development of Inspection Forms	\$ 10,400
Task 6: Preventive/Corrective Maintenance Programs	\$ 31,600
Task 7: Resource Inventory	\$ 11,300
Task 8: Software Training	\$ 10,600
Allowance for Services Provided by NEXGEN AM Staff	\$ 20,000
Total	\$ 218,800

The scope defined above will be implemented for all horizontal and vertical assets within the OMIDDD system that are operated and maintained by OMID. An Engineering Work Order (EWO) has been created to amend METCO's existing Contract #5517 for the above scope of services and fees. We recommended that these services be tracked and paid for under the NESPS Transition Project #1-2842. This will require funding be moved from the major maintenance reserve to the NESPS Transition Project and the project budget be increased by \$218,800 for a total not to exceed amount of \$722,500 (see attached budget). There is sufficient funding in the major maintenance reserve to cover the expenses associated with this implementation. METCO can undertake these services immediately upon execution of the EWO.

Requested Action: Approve the attached EWO to increase METCO Contract #5517 in the amount of \$218,800, for a total not to exceed amount of \$1,453,160, to provide NEXGEN asset management implementation services.

Requested Action: Increase the NESPS Transition Project (#1-2842) Budget by \$218,800, for a total budget of \$722,500, to include METCO's NEXGEN implementation services. Further, authorize the transfer of \$218,800 from the major maintenance reserve to the NESPS Transition Project to sufficiently fund the effort.

Page 2 of 2

NESPS Transition Project Oakland-Macomb Interceptor Drain Drainage District 6/14/2019 REV 6-9-20

		To	otal Cost
1) Construction (FAC)		_	
Project Construction Cost-MCET(Assistance-Base Est)		\$	50,000
METCO	Sub-Total	\$ \$	117,240 167,000
2) Project Development: Engineering Consulting (ENG CO		Ψ	107,000
ASI/FK Coordination and Design Effort	'	\$	116,490
, to,,, it good amation and Boolgh Enort	Sub-Total	\$	116,000
3) Project Financing & Legal (LEGAL)	ous rotal	•	110,000
Project Insurance		\$	_
Bond Issuance (Legal)			_
Bond Issuance (Financial Consultant)		\$ \$ \$	-
Bond Ratings		\$	-
Legal Fees (communities contract agreements)		\$	
	Sub-Total	\$	-
3) Right-of-Way Services (ROW)			
Legal & Easement Fees		\$	-
Permits		\$	-
County Personnel Time		\$	3,407
	Sub-Total	\$	3,000
4) Exclusive County Services:			
Administration (ADM)		\$	8,060
Public Works (Macomb)		\$	22,142
Engineering-OCWRC (ENG)		\$	36,063
Construction Inspection (INS)		\$	5,655
Surveying (SUR)		\$	-
O&M/Equipment-MCPW (STD)		\$ \$	2,827
O&M/Equipment-OCWRC (STD)			2,827
Startup and Training/Corrections-MCPW/OCWRC (STD)	Cult Tatal	\$	3,044
	Sub-Total	Þ	81,000
5) Subtotal:		\$	367,000
6) Contingency (10%)		\$	36,700
6a) As-Needed Services and Labor Cost		\$	100,000
6b) NEXGEN Asset Management		\$	218,800
	Final Project Cost	\$	722,500

7) CVT Shares/Allocation: Funds Provided by Major Maintenance Reserve

I hereby certify the period of usefulness of these facilities to be thirty (30) years and upwards.

Ву:	
Joel Brown, P.E.	
Project Engineer	

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

One Public Works Drive Phone: (248) 858-0958 Waterford, Michigan 48328-1907

No.	-	
No.		

ENGINEERING WORK ORDER

FOR:	NESPS Safety Review/ Crane Inspection Tasks					
	Amendment to Contract #5517 For NEXGEN Asset Ma	nagement In	nplementation Services			
TO:	METCO Services, Inc	DATE:	6/10/20			

DESCRIPTION

Section A-Engineering Services and Section C-Compensation for Engineering Services, Item No. 6 Additional Special Services and Exhibit C – Engineer's Proposal

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the Northeast Sewage Pumping Station (NEPS) maintenance transition from the Great Lakes Water Authority to the Oakland-Macomb Interceptor Drain Drainage District that falls under the aforementioned sections of contract #5517. This EWO serves as your approval for compensation of the following additional services as delineated in your November 11, 2019 proposal.

Provide NEXGEN asset management implementation services to OMIDDD including, but not necessarily limited to:

- 1. Project management including meeting and workshops with OMID to assist in the development of the program, progress reports as needed, coordination of data collection and integration, coordination with NEXGEN AM, and software support.
- 2. Configuration of the software to the requirements of OMID in the Set-up Module.
- 3. Development of an Asset Inventory, including but not limited to: the development of the Asset Class and Asset Location structure, asset data collection and organization, linking associated files to assets (pictures, O&M manuals, as-built drawings, etc.), and implementation of all data into the Asset Inventory Module in NEXGEN AM.
- 4. Use condition assessment reports provided by Contractors to assign condition scores to each asset and implement the condition assessment data into the Condition Assessment Module in NEXGEN AM.
- 5. Development of Inspection forms for the regularly scheduled station inspections (typically daily or weekly) within the Inspection Module in NEXGEN AM.
- 6. Development of Preventive Maintenance and Corrective Maintenance programs in the Preventive Maintenance Module complete maintenance schedules, task checklists, associating assets to PM programs, and integration with work order generation and organization in the Work Order Module.
- 7. Create an inventory of resources to be implemented and organized within the Resource Module in NEXGEN AM for resources such as Equipment, Contractors, Vendors, Staff, Crews, etc.

DESCRIPTION (Continued)

- 8. Training of required staff for the use of the NEXGEN AM desktop software application and NEXGEN AM Mobile App, as well as any of the other applications within the NEXGEN enterprise system.
- 9. The scope defined above will be implemented for all horizontal and vertical assets within the OMIDDD system that are operated and maintained by OMID, including but not limited to:
 - a. Interceptor sewers and manholes (PCI-5, PCI-6, PCI-7, PCI-8, PCI-9, PCI-10A/B, and PCI-11A)
 - b. Control Structures (CS-4, CS-5, CS-6, CS-7, CS-8, and CS-9)
 - c. Northeast Sewage Pumping Station
 - d. Northeast Sewage Pumping Station Biofilter

The associated fees for the above tasks are as follows:

Task 1: Project Management	\$ 37,200
Task 2: System Configuration	\$ 18,000
Task 3: Asset Inventory	\$ 46,200
Task 4: Condition Assessment Data Implementation	\$ 33,500
Task 5: Development of Inspection Forms	\$ 10,400
Task 6: Preventive/Corrective Maintenance Programs	\$ 31,600
Task 7: Resource Inventory	\$ 11,300
Task 8: Software Training	\$ 10,600
Allowance for Services Provided by NEXGEN AM Staff	\$ 20,000
Total	\$ 218,800

Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and rate schedule as modified by your proposal. The total amount of the Engineering Services Agreement is to be increased by a not to exceed amount of \$218,800 for a total not to exceed amount of \$1,453,160. This amount is not to be exceeded without written authorization from the Oakland-Macomb Interceptor Drain Drainage District (OMIDDD) Board.

PREPARED DATE:	RECOMMENDED DATE:				
Joel Brown, P.E. By: Project Engineer OCWRC	Stephen Downing, P.E. By: Construction and Maintenance Manager MCPWO				
ACCEPTED DATE:	APPROVED DATE:				
Raj Vijayendran, P.E. By: President METCO Services, Inc.	Sid Lockhart, P.E. By: Special Projects Manager OCWRC				
Approved by Drainage Board on:					

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 10

Change Order

CHANGE ORDER NO. 3

Oakland-Macomb Interceptor Drain Drainage District Board
For Construction of the NESPS Mechanical and Electrical Upgrades Project (Contract #5977)
Located in Wayne County, MI

ONTRACTOR: Walsh Construction Company II, LLC Address: 3031 West Grand Blvd. Ste. 640		Authorization for Changes In and Extras to Contract					
Detroit, MI 48202			Change Order No: 3 Date: 6/8/20				
Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease	
А	LOCATION: NESPS (Preconstruction Services-Ref Attached Letter dated 5/29/20)						
Α	Change/Add): Grant Walsh authorization to enter into a subcontract with HESCO under the NESPS Mechanical and Electrical Upgrades Project for the following services including, but not limited to: Procurement of one (1) new 84-inch knife gate and valve Refurbishment of four (4) existing knife gate and valves Procurement of one (1) hydraulic power unit and accessories for actuation of the gates. The total value of the change order, \$2,418,345.45, consists of a base subcontract of \$2,286,860 with HESCO and Walsh's contractual 5.75% CMAR fee of \$131,494.45.	LS	1	\$2,418,354.45	\$2,418,354.45	-	
Α	REASON: The primary purpose of retaining Walsh as a construction manager at risk for this project was to expedite the procurement of the core materials and equipment with long lead times in an effort to reduce the overall project construction time. As such a series of material and equipment packages have been and continue to be let for subcontractors to bid on. The existing knife gates, valves, and associated hydraulic actuation units are in need of replacement under this project and were one of the first packages to be let. The new knife gate is required to replace one of the existing knife gates in service so it can be refurbished while keeping the pump in service. Note that the knife gate for Pump 4 is not intended to be refurbished as part of this project as it is relatively new.						

\$0.00

Item A

Total

Total

\$2,418,354.45

\$2,418,354.45

Change Order

CHANGE ORDER NO. _____3

For Construction of the NESPS Mechanical and Electrical Upgrades Pro	
Prepared by:	Date:
Recommended by: Applied Science John Michalski, P.E., Vice President	Date:
Approved by:	Date: anager)
Approved by:	Date:
Approved by:	Date:
The Contractor agrees to do the work described above and agrees to accept payment basis indicated.	in full on the
Accepted by:	Date:
of: Walsh Construciton II, LLC	
The Contractor is hereby authorized and instructed to do the work described above in the terms of the Contract.	accordance with
This Change Order No. 3 was approved by the Drainage Board on:	Date:

Rev. 12/10/12

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 11

Construction Estimate

OAKLAND MACOMB INTERCEPTOR DRAIN DRAINAGE BOARD

For Construction of the Odor / Corrosion Control System- Northeast Sewage Pumping Station Located in the City of Detroit, Wayne County, Michigan Project ID 100000002708

Regular Construction Estima	nate No. Ten		May	May 01, 2020 through May 31, 2020			
(6-15-2020)	Department No.: Fund No.: Project No.:	84915		Account No.: Program No.: Activity:	731472 149015 FAC		
Contractor: CSM Mechanical, LLC 7400 Hickory Valley Dr. Fenton, MI 48430		Contract No. # 5	Final Com	of Contract: pletion Date: Extended to:	July 3, 2019 September 27, 2020 N/A		
Original Contract Amount:					\$3,783,390.00		
Previous Change Orders:			C.O.# 1, 2,	3, 4, and 5	\$238,002.07		
Change Orders This Estima	te:		C.O. # 6		\$122,523.94		
Total Net Change Orders:					\$360,526.01		
Adjusted Contract Amount:					\$4,143,916.01		
Sub-Total To Date:					\$3,827,636.12		
Less Deductions:					None		
Gross Estimate: (Work in P	Place)	92.4 % Comple	ete		\$3,827,636.12		
Less Amount Reserved : Lu	mp Sum	(L.S. Reduction	n Reserve)		\$138,821.18		
Total Amount Allowed To Da	ate:				\$3,688,814.94		
Less Previous Estimates:					\$3,421,399.61		
Net Payment Request To Be	e Paid To Contracto	r:			\$205,166.91		
Reserve Payment to Contra					\$62,248.42		
Balance to Finish: \$316,279 Amount To Be Reserved (Fi Less Previous Transfers To Amount of Current Transfer	rom Above) Reserve:	ctor	Accounting	Auditor: 16	\$138,821.18 \$201,069.60 (\$62,248.42)		
Prepared by:	ITH Consultants Ltd			Date: _			
Recommended by: Jason Matteo, P.E.; Jacobs				Date: _			
Recommended by:	County WRC			Date: _			
Recommended by:Stephen Downing; Macomb	County OPWC			Date:			
Approved for Payment by:_ Sid Lockhart, P.E.; Special I	Projects Manager, C	akland County W	/RC	Date: _			
Regular Construction Estima	ate No. Ten		Approved I	By Board On:			

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 12

Report/Update – Status of OMI Project, Segments 1 through 4, NESPS, NI-EA

Oakland Macomb Interceptor Drain (OMID) Repairs Project Progress Update

Prepared by:

F. Klingler, P.E., N. Kacynski, FK Engineering Assoc.

S. Sachidanandan, P.E., L. Gilbert, P.E., NTH Consultants, Ltd.

J. Michalski, P.E., Applied Science, Inc.; T. Moore, Metco

J. Matteo, P.E., Jacobs Engineering, Inc.

June 17, 2020 OMIDDD Board Meeting

The following provides a status update as of the writing of this report (June 9, 2020) for the work completed for the Oakland-Macomb Interceptor Drain Repair Program (SRF Segments 1-4; Contract 7 PCI-4 repairs; Maintenance Repairs in PCI-5 through PCI-11A; Control Structure Modifications; NIEA Repairs; NESPS Upgrades; Odor/ Corrosion Control System, and other related work):

SRF Segment 1 Status:

Contracts 1&2 – Complete

System-wide Odor/Corrosion Study – Ongoing:

Engineering Consultant: Jacobs Engineering

Project Budget Summary (including EWO No. 2):

Adjusted Project Budget (including Fan Testing Allowance of \$60,000): \$531,447.00
 Total Spent (through May 2020): \$426,988.04
 Remaining Budget (through May 2020): \$104,458.96

Milestone Schedule Summary:

 Submitted draft report in January 2020, including previously prepared tech memos, detailed WATS state-of-the-art sewer process modeling results, conceptual layouts, opinions of costs, and recommendations; final analysis and report is ongoing, and to include additional approved work items; see below.

Status of Major Project Tasks:

- Continued to advance conceptual design of vapor-phase and liquid-phase odor/corrosion control alternatives.
- At the approval of both counties, continued evaluations for a range of operating conditions and sewer rehab scenarios.
- Received and reviewed draft flow control and management plan and began updating WATS state-ofthe-art sewer process model to reflect future lining and flow control operating conditions.
- Received draft flow control/management schedule and developed WATS model run to represent storage/release sequences for a select OMID repair reach.
- Participated in OMID/MID construction and flow control schedule review workshop.
- Commenced with investigations upstream of metering facilities/drop connections for assessment of potential for liquid-phase treatment at some locations.
- Continued to prepare conceptual layouts of several mitigation facilities.
- Conducted internal video conference to monitor progress, schedule and budget for additional evaluations.

SRF Segment 2 Status:

Contract 3 (Base Contract) – Complete, Closeout Pending

Construction Amt Invoiced: \$18,011,426.41, as adjusted by C.O. 11.

Schedule Status: Complete July 31, 2014; Overall Contract closeout will be combined with

closeout for NESPS Discharge Chamber Emergency Repairs (CO 2-E, et al).

Contract 3-2E thru 3-2J (NESPS Gatehouse): Substantially Complete

Construction Amt Invoiced: \$5,151,543.52 Invoiced to date including Change Order 2E through 2J.

Schedule Status: Substantially Complete on 11/25/17, with additional Gatehouse lining work

performed under Change Order 2-I and completed on March 31, 2019.

East side Tnemec repairs are complete; west side repairs remain delayed as a result of Pump 1 damage incurred in January 2020 during testing. The pump has been removed and transported for offsite repair. Current projections indicate that the repair will be completed by mid-June, with installation and testing to be tentatively completed in early July. Tnemec Repairs are currently on hold pending repair of Pump No. 1. Segment 2, Contract 3 (Base Contract and Emergency Gatehouse Repairs) remains open.



Oil was drained by GLWA and taken off site

Hole was covered with wood and bolted down.



Removal of Pump No. 1 for repair.

SRF Segment 3 Status:

Contract 4: Complete

SRF Segment 4 Status:

Contract 5A/5B – Complete, Administrative Closeout Pending:

Construction Amount Invoiced (C5A/B): \$11,865,520.08 corresponding to 100% of the revised final contract

amount, through 6/30/17.

Schedule Status: Completed 12/31/16, on time, based on revised completion, as

established by Change Order.

City of Utica Use Agreement for access paths is pending; awaiting final authorization.

Contract 6 – Complete

Contract 7 (NIEA Emergency Rehab) - Complete

NESPS Odor/Corrosion Mitigation System (No Contract Number)

Engineering Consultant: LG Design, Inc., subsidiary of Jacobs Engineering

Prime Construction Contractor: CSM Mechanical, LLC

Project Budget Summary:

•	BioAir Solutions, LLC for Bio-Trickling Filter (BTF) Fabrication:	\$816,570.00
•	CSM Mechanical, LLC (Original Contract Value):	\$3,783,390.00
•	CSM Mechanical, LLC (Adjusted Contract Value w/ CO No. 1 through CO No. 6):	\$4,143,916.01
•	CSM Total Earned, Less Retainage, thru 4/31/2020 (Pay App No.9):	\$3,622,469.21
•	CSM Balance to Finish, Including Retainage (As of Pay App # 9):	\$599,992.46
•	Jacobs Budget (Design and CA/RPR, per EWO #3):	\$1,272,470.46
•	Remaining Jacobs Budget (through May 2020):	\$276,360.18

Milestone Schedule Summary:

- Notice-to-Proceed letter to CSM dated August 1, 2019.
- Installation of the Bio Trickling Filter (BTF) at NESPS: Interim Substantial Completion, per Contract, was February 2, 2020. The Interim Substantial Completion extended by Change Order to April 18, 2020. Project Final completion moved up by one month, to August 28, 2020 (per C.O. No. 5)
- BTF Acclimation, Start-up and Testing: Currently in Progress.
- HVAC Improvements Substantial Completion: June 28, 2020 (Per C.O. No. 5)

Status of Major Project Tasks:

- Bi-weekly construction progress meetings continue in a virtual format.
- BioAir Solutions, Inc. has fabricated and delivered all the major biotrickling filter (BTF) components. The installation of odor control fans, odorous air ducting, and related components have been completed. The biotrickling filter startup and commissioning process began on April 21, 2020 and remains ongoing. Pre-commissioning, dry commissioning, and wet commissioning

has been completed and the system is currently in startup operating mode for a period of 4-6 weeks to allow for acclimation (approximately 1-2 weeks remain). Except for minor start-up adjustments, the biotrickling filter system is operating satisfactorily in the start-up mode.

- CSM has completed concrete driveway demolition, excavation for BTF foundation and final concrete pours for the bio-trickling main foundation pad and associated duct supports. CSM has completed the odorous air duct support foundations and light pole bases, and structural steel support columns have been installed. Additional foundation work for the wet well Make-Up Air Unit # 2 has been completed and placed into its final location and into initial operation.
- Additional electrical installation activities are ongoing inside the station to provide power and
 controls wiring to various components of the new HVAC system. Conduit and wiring installation
 activities are complete for the bio-trickling filter components, and electricians are focused on
 HVAC conduit and wiring. Installation of heat tracing components for outdoor water and drain
 piping still are ongoing will be completed in mid-June, 2020.
- Wet well demolition activities are now complete, and scaffolding has been dismantled and removed after final installation of the east side fabric duct. Both wet well exhaust fans and associated FRP exhaust duct work have been placed above the wet well roof but are not yet operational.

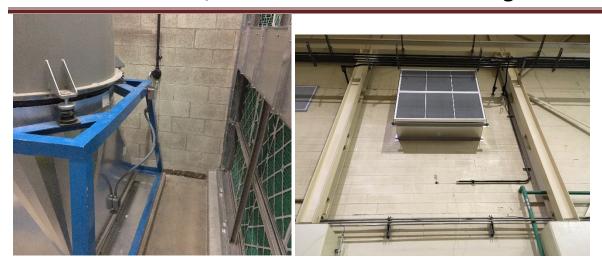






Installation of the process pipe labeling and heat tracing system for the biotrickling filter water and drain piping.

- All rectangular industrial aluminum duct work has been replaced on the east side of the station and dry well supply fan #2 has been installed. Plenum room construction in both fan rooms is complete. Power and controls installation to HVAC components in fan room #2 is complete and dry well supply fan #2 is operational. HVAC control system components including the master control panel, gas detection panel, and associated strobes, beacons, instruments, and devices have arrived on site and the majority have been installed. Following final completion of power and controls wiring and conduits in early June 2020, these components will be integrated into one fully functioning HVAC control system.
- Work continues on site grading for the BTF pad and adjacent areas.; final aggregate base and concrete paving work will be deleted from the Odor/Corrosion Control project and added to the upcoming Pump and Electrical Rehabilitation project. Final site grading commenced on June 8, 2020 and site construction trailer was moved off site on June 2, 2020.



Power and controls conduit and wiring installation ongoing for HVAC system.

Summary of OMID Construction Contract Status:

Seg. No	Contract No. (Description)	Const. Comp?	As- Builts Final?	Balancing Change Order?	Contractor Closed Out?	Easements Settled?
1	Contract 1 (CS-9, 5, 3)	Υ	Υ	Υ	Υ	Υ
1	Contract 2 (CS-6, 7, 8)	Υ	Υ	Υ	Υ	Υ
2	Contract 3 (Gatehouse)	Υ	Υ	Υ*	N*	N/A
2	Contract 3 (Grouting PCI-5 thru 8)	Υ	Υ	Υ	N*	Υ
3	Contract 4 (Lining PCI-5 thru 8)	Υ	Υ	Υ	Υ	Υ
4	Contract 5 (Lining PCI-9, 10A/B)	Υ	Υ	Υ	Υ	N
4	Contract 6 (Lining PCI-11A)	Υ	Υ	Υ	Υ	Υ
N/A	Contract 7 (Lining 110' of NIEA)	Υ	Υ	Υ	Υ	N/A
N/A	Odor/Corrosion Control System	N	N	N	N	N/A

 $^{^{}st}$ In review, pending Coating Issues Resolution and Change Order and Memo of Understanding approvals

Transfer of NESPS & NIEA Maintenance & Repairs Status:

Amt Invoiced: \$140,481 thru May out of current \$353,000 ASI engineering

budget; Does not include Metco budget for ongoing

maintenance.

Schedule Status: Transfer Complete; follow-on tasks ongoing

Advance modifications to facilitate the "Emergency Contingency Plan" are underway to allow pumping in the event of total power loss at NESPS or other catastrophic failure in the system:

- Drawings for modifications to accommodate upstream emergency pumping have been issued for procurement of contractors; start of work is pending.
- Plan to energize OMID Pump 4 in event of total power loss is complete; A demonstration of the portable generator is being set up and start of work is pending.
- Advanced emergency plan document to include pumping details and traffic control from pump out locations. Final document will incorporate use of media and community communication in the event of emergency.

Additional work being performed under Metco Maintenance Contract for NESPS:

- Mechanical and Electrical corrective/preventative maintenance schedules continue to proceed without problem. Shutdown coordination with GLWA Operations for such tasks is working well.
- Monthly Maintenance Contractor meeting held. General maintenance topics discussed.
- Working with GLWA Systems Control on a more balanced approach to Sanitary Pump run time.

Overall Station Performance Report:

- Sanitary Pumps #2, #4, #5 and #6 ready for duty. (500 CFS Capacity)
- Wet well Dewatering Pump out of regular service due to thrust bearing failure. Leakage from the (2) knife gates interfere with the Dewatering Pump removal process. Pre-Task discussions with regards to replacing wet-well isolation knife gates and removal/repair of the dewatering pump are taking place. Mid July completion expected.
- Sanitary Pump #1 On March 31st, the Pump was removed from the pump station and transported for off-site repair. Repairs are progressing well. York (electrical contractor) reports motor delivery scheduled for the week of June 15th. Commissioning (test) of the excitation equipment will still need to take place. The work is scheduled July 20th.
- Storage frame for flow control equipment to be delivered to the NESPS in mid-June. The aggregate base and approach will commence this week.
- A meeting was held with Phoenix and PM Technologies to discuss scope of work for the rehabilitation of the standby generator diesel tanks. Stand-by Generator Diesel Tanks/Fuel lines requires additional inspection before moving forward with rehab
- 4 Ton outdoor Wet Well crane: Existing motor and hoist trolley previously removed and discarded by contractor (Work performed by KoneCrane). The condition survey on the Structural Frame of the crane is complete and the formal report is being issued. Overall, the frame is in structurally good condition. Cleaning and painting has not commenced but is expected to be underway and complete by the end of June, 2020.
- Overall General Housekeeping tasks in order.

OMID Control Structure Upgrades Status:

Amt Invoiced: \$52,728 to date; Total design and construction budget currently

established as \$500,000 (including contingencies and

admin/legal).

Schedule Status: Engineering/Design efforts complete; CSM approved by

OMIDDD Board on 11/20/19. Kickoff Meeting held 1/8/2020

• With respect to CS-5, the control structure remains out of service. Both gates are opened 100%. Hatch modification work began May 5th and stands at 90% complete. Concrete riser has been

installed, waiting on hatch cover from East Jordan. Delivery of hatch delayed due to COVID-19 related issues and restraints at the hatch foundry, which is located in France. The access hatch is scheduled to be delivered by the end of July. Site conditions have been restored. HESCO improvements, inspections, repairs, and MCET gate release curve programming, are subject to delay at this time.

- With respect to CS-6, Hatch modification work began on Monday 5/11. Work at CS-6 was substantially completed on 5/15. HESCO improvements, inspections subject to delay at this time. Gate operations and feedback from sensing devices are good. Submersible Pumps, VFD Motor controls regularly cycled no problems to report. VFD shelter in good housekeeping condition, locked and secured. Pump-station housekeeping condition good.
- With respect to CS-7, CSM is working to obtain a permit from the City of Sterling Heights for
 work performed in City of Sterling Heights Right-of-way. Concrete mix design is currently under
 review by the City's consultant. Gate operations and feedback from sensing devices are good.
 Work at this location has been postponed pending delivery of the East Jordan access hatch.
 Delivery of hatch delayed due to COVID-19 related issues and restraints at the hatch foundry,
 which is located in France. The access hatch is scheduled to be delivered by the end of July.
- Hesco reports that CS-8 is functional but in various stages of deterioration per HESCO condition assessment. Most components are at end of life status. Critical spare parts and long lead items are a subject of attention. HESCO has developed an inventory list.
- MCE has drafted Programmable Logic Controller (PLC) changes for gate operation as well as communications upgrades.
- Once access openings are finished, position indicators are repaired, and level sensors are installed, ASI will test to be completed once access.





Removal of existing buried panels at CS-5 (upper left). Placement of midspan beam at CS-6 (above). Finishing grout work at CS-6 (bottom left).

The draft line item schedule and budgets are summarized:

Work Item/ Milestone		Estimated Budget	Estimated Budget	Estimated
		Expenditure	Expenditure	Delivery Date
		(Engineering)	(Contractors)	
1	Draft PLC Mods by Metco, MCE, ASI			5/8/2019
2	Field Investigations (roof measurements, etc.)		TBD	5/30/2019
3	CS level sensors design (Metco)		TBD	7/29/2019
4	Comm. System Improvements (Metco)		TBD	8/31/2019
3	Test and implement			4/1/2020
4	50% Design Package			6/20/2019
5	95%, 100% Design Package			9/9/2019
6	Receive Bid(s) for cover mods			11/10/2019
7	Contract Award and NTP for cover mods			12/10/2019
8	Subtotal – Design	\$9,000 (ASI)		
9	PCI-5 Gate Repairs and final install of level sensors	TBD	TBD	3/31/2020
10	Substantial Completion of Construction			8/15/2020
11	Final Testing and Approval of PLC Mods	TBD	TBD	9/1/2020
12	Final Completion of Construction	\$11,000 (ASI)	\$300,000 (est.)	9/1/2020

OMID System Immediate Repairs Status:

Amt Invoiced: \$41,067 out of original total design budget of \$21,418; Total

design and construction budget currently is established as \$1,352,801 (including contingencies and admin/legal).

Schedule Status: Second round of bids were received on 11/6/19; awarded

11/20/19.

- Doestch Environmental was awarded the contract at the November Board Meeting.
- Field work to begin in mid to late-June, pending work crew availability, completion of emergency grouting in PCI-12A, and agreement on Lock-out Tag-out procedures.
- The current **draft** line item schedule and budget for the OMID System Immediate Repair Project are summarized below:

Wo	rk Item/ Milestone	Estimated Budget Expenditure (Engineering)	Estimated Budget Expenditure (Contractor)	Estimated Delivery Date
1	Field Investigations (Conducted under Warranty Repairs budget)	Part of AMP Project		10/01/2018
2	50% Design Package			4/16/2019
3	95%, 100% Design Package			5/20/2019
4	Issued for Bid/Pricing			7/17/2019
5	Bid Opening (Original)			8/07/2019
6	Revised 100% Design Package			9/20/19
7	Issued for Bid/Pricing			10/8/19
8	Bid Opening (Revised)			11/6/19
6	Contract Award and NTP			1/1/20
	Subtotal - Design	\$21,418		
7	Final Completion of Construction	\$66,122	\$1,352,801	6/5/20 (initial; actual TBD)

NIEA Repairs (Study and Design/Construction)

Amt Invoiced: \$1,337,446 out of currently projected study/design budget of \$2,400,570; Total

design and construction budget currently is \$44,168,770 (including contingencies

and admin/legal).

Schedule Status: Field investigations/Engineering/Design efforts are completed for PCI-4

Rehabilitation; additional field work and investigations are underway for PCI-18 &19

rehabilitation project. Liner study is 100 percent complete; PCI-4 design 100%

percent complete; PCI-18 & 19 design approximately 62% complete.

• Design is progressing towards next submittal – PCI-4 Issued for bid documents and 90% design for PCI-18/19 rehabilitation project.

- Liner data collection and presentation tasks have been completed. A few linings are short-listed for further consideration in the RFTS as well as basis of design for repair of the deteriorated sections of the NI-EA. The final RFTS report was issued in April 2020.
- A workshop was held with GLWA representatives to discuss the Basis of Design in March, 2020.
 More coordination meetings and discussions are coming in the near future regarding cost sharing of rehabilitation of common to all portions of the NI-EA and new control structures, easement agreement to use NESPS site for contractor laydown during PCI-4 rehabilitation, and other miscellaneous design coordination efforts. GLWA is supportive of the general approach for the project.
- The aerial survey of the interceptor alignment is complete. The survey crews have recorded the manhole elevations as well as control points necessary to compliment the aerial survey. Additional surveys were performed at proposed shaft locations.

- Submitted 100% design drawings and specifications on 4/28/2020. A 100% design workshop was performed on 5/14/2020.
- Environmental corridor report complete. Environmental Phase 2 study report final issued with 100% design submittal.
- MASW report complete and report issued.
- Geotechnical report completed and issued with 100% design documents.
- Conducted a condition assessment investigation of the 7-Mile Relief Sewer and 12 ft. sewer near PCI-4 shaft and evaluation report issued in May.
- Hydraulic model has been updated to evaluate flow control in PCI-4. A final memorandum was issued with the 100% design documents.
- Permit coordination with municipal agencies are ongoing City of Detroit, Wayne County, GLWA, EGLE, and MDOT.
- Prepared cost estimation for various liner options and an engineer's estimate of construction cost as well as a construction schedule.
- Basis of Design report finalized in early June.
- OMID NI-EA Contract No. 1 PCI-4 Rehabilitation is scheduled to be advertised for bid on 6/10/20.

The line item schedule and budget are summarized:

Wo	rk Item/ Milestone	Estimated Budget Expenditure (Engineering)	Estimated Budget Expenditure (Contractor)	Estimated Delivery Date
1	Lining Study Evaluations & Draft Report			6/15/2019
2	Lining Study Final Report			10/30/2019
	Subtotal - Study	\$126,744		
3	Field Investigations (MASW, SUE, Survey, Geotech, Env. Inv)			10/30/19
4	Basis of Design Draft			9/30/2019
5	50% Design Package			8/30/2019
6	90%, 100% Design Package			3/20/2020 and 4/28/2020
7	MDEQ Submittal (Part 41)			4/28/2020*
8	Issued for Bid			6/10/2020*
9	Bid Opening			7/21/2020*
10	Contract Award and NTP			11/20/2020 and 12/08/2020*
	Subtotal - Design	\$2,400,570		
11	Final Completion of Construction – PCI-4 Rehab	\$3,500,000	\$35,000,000	07/23/2022*

^{*}These tentative dates are for PCI-4 Rehabilitation Project; PCI-18/19 Rehabilitation is TBD.

NESPS Electrical and Mechanical Rehab

Budget Status: \$1,001,817 out of current design budget of \$1,382,430; Total

design and construction budget currently established as \$39,300,000 (including contingencies and admin/legal).

Schedule Status: Engineering/Design efforts underway; approximately 60%

complete; Pre-procurement packages being developed.

The design team is working on the 90% total design package for review with the CMAR. With this effort, the following work is active:



NESPS Pump No. 5

- Design and CMAR Team continues to review equipment with suppliers.
- Design and CMAR Team met to review the major equipment package developed for preprocurement: These packages are: Pump and Motor, Major Electrical (Switchgear), and Knife Gate Valve. Each of these packages were advertised in April 2020.
- Bid packages were submitted at the end of May. Review and finalization of Bids to occur in June.
- A Site Plan and Foundation Design package was developed and will go out to Bid in June.
- A complete review set of the drawings and specification was submitted for internal review on 4/17/20.
- Electrical gear design for new electrical building is ongoing.
- Architectural detailing of building is ongoing.
- HVAC and plumbing designs are ongoing.
- Site layout and improvements design, including updated security requirements, ongoing.
- Site plan and foundation package was developed for site plan review and permitting. Walsh submitted to the City of Detroit for review and comments are still forthcoming.
- A review of alternative energy saving methods remains ongoing.

- Drawing and Specifications for 90% design are in progress.
- The Design team and Walsh are working together to develop a sequence of construction, schedule, and design package arrangement. The schedule will be driven from this sequence being developed.
- Received Part 41 permit from EGLE on the acceptance and procurement for the Pumping Units proposed for the NESPS rehabilitation.
- Conducted further site visits to inspect the existing conditions of the equipment to assess replacement needs.
- Conducted environmental and hazardous material testing on site. Developed report for design team review.
- Walsh team working on an updated construction schedule. Preliminary site work for Contractor laydown areas is in progress by Walsh crews.
- The **draft** line item schedule and budget are summarized:

Wo	rk Item/ Milestone	Estimated Budget	Estimated Budget	Estimated Delivery Date
1	Draft Basis of Design			5/3/2019
2	Final Basis of Design			5/31/2019
3	30% Design			8/27/2019
	CMAR RFP			10/16/2019
4	60% Design			12/19/2019
	CMAR Recommendation			11/20/2019
5a	90% Equipment Package			6/15/2020
	Suction Gate Rehab			5/15/2020
	Site Plan/Foundation			5/15/2020 (est)
	Pumping Units			5/20/2020
	Major Electrical			5/20/2020
7	MDEQ Submittal (Part 41 Permit)			4/8/2020 (initial pkg)
8	Issued for Bid – Final			7/15/2020
9	Notice to Proceed			7/15/2020
	Subtotal - Design	\$1,519,275 (including		
10	Substantial Completion	\$2,500,000 (est.)	\$32,000,000 (est.)	3/1/2022
11	Final Completion	\$500,000 (est.)	\$5,000,000 (est.)	12/1/2022

CS-9 Gate Design

Budget Status: Total design and construction budget currently established as

\$1.7M (including contingencies and admin/legal).

Schedule Status: Engineering/Design efforts underway; approximately 90%

complete.

The design team is working on the 100% design package for review with Walsh. With this effort, the following work is active:

A 3-dimensional scan of the CS-9 structure has been completed by AEW.

A 90% design review meeting was held on 5/15/2020.

• 90% package was reviewed by Walsh, working to address comments received.

• A memo was produced and finalized analyzing the pros and cons of the potential use of the CS-5 gate at CS-9 compared to the fabrication of a new gate for CS-9. It was agreed to pursue the fabrication of a new gate at CS-9.

Other

• Met with EGLE to discuss continued use of existing and future gates for long term flow control and management in the OMID and NIEA systems. EGLE has no objections; OMID Team currently drafting letter to formalize arrangement.

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 13

Financial Reports – General Financial Report and Status of State Revolving Fund Financing and Other Financing **YTD Trial Balance**

Fund: 84912 Oakland Macomb InterceptorSeg1

As of Fiscal Period: Month 9, 2020

Run By: WRC_REPORTING Run: 06/09/2020 at 12:58 PM

Scope: 84912 Oakland Macomb InterceptorSeg1

	ACCOUNT	YTD Balance Total Fund	OMID Odor- Corrosion Study Seg1 100000002892	YTD Balance
100100	Cash - Operating	8.87	8.87	8.87
104100	Accrued Interest on Investment	603.37	603.37	603.37
	Revenues	(1,361.85)	(1,361.85)	(1,361.85)
	Expenditures	106,785.29	106,785.29	106,785.29
	Special Items- Uses	0.00	0.00	0.00
382100	FB Committed for Capital Proj	(106,035.68)	(106,035.68)	(106,035.68)
		0.00	0.00	0.00

SRF final draw received September 2013

Cash as of 05/13/2020 \$ 8.87

Invoices / Reimbursments on Current Agenda Impacting Cash Balance 0.00

Total Net Cash Balance \$ 8.87



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Water Resources Commissioner

PROJECT WORK IN PROGRESS OMID Odor-Corrosion Study Seg1 100000002892

(as of June 9, 2020)

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
--	---------------	------------------------	-----------------------	--------------

STD - Standard Operation

730639 - Engineering Services-Other	-11,788.82	390,567.27	
Standard Operation TOTALS			
383,789.00	-11,788.82	390,567.27	(\$6,778.27)

Project 100000002892 - OMID Odor-Corrosion Study Seg1					
Total Project Expenses					
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance		
\$383,789.00	(\$11,788.82)	\$390,567.27	(\$6,778.27)		
Total Project Revenue	Total Project Revenue				
Account	Month-to-Date Revenue	Life-to-Date Revenue			
655077-Accrued Interest Adjustments	\$1.62	\$603.37			
655385-Income from Investments	\$8.87	\$6,787.14			
695500-Transfers In	\$0.00	\$266,792.12			
697551-Issuance of Bonds	\$0.00	\$116,996.88			
TOTAL REVENUE	\$10.49	\$391,179.51			
REVENUE OVER/(UNDER) EXPEN	ISES	\$612.24			

YTD Trial Balance

Fund: 84914 Oakland Macomb InterceptorSeg3

As of Fiscal Period: Month 9, 2020

Run By: WRC_REPORTING Run: 06/09/2020 at 12:59 PM

Scope: 84914 Oakland Macomb InterceptorSeg3

		YTD Balance	Oakland Macomb InterceptorSeg3	YTD Balance
	ACCOUNT	Total Fund	10000001557	
100100	Cash - Operating	22,628.61	22,628.61	22,628.61
104100	Accrued Interest on Investment	(377.69)	(377.69)	(377.69)
143100	Prepaid Expenses	891.00	891.00	891.00
211100	Due to Primary Government	(25.79)	(25.79)	(25.79)
	Revenues	(387.59)	(387.59)	(387.59)
	Expenditures	3,420.12	3,420.12	3,420.12
	Special Items- Uses	0.00	0.00	0.00
382100	FB Committed for Capital Proj	(26,148.66)	(26,148.66)	(26,148.66)
		0.00	0.00	0.00

Cash as of 05/13/2020 \$ 22,628.61

Invoices / Reimbursments on Current Cash Balance

0.00

Total Net Cash Balance \$ 22,628.61



LEGAL - Legal and Financial

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PROJECT WORK IN PROGRESS

Oakland Macomb InterceptorSeg3 10000001557

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variand
M - Administration			
730772 - Freight and Express	0.00	237.38	
730926 - Indirect Costs	0.00	87,973.15	
730940 - Insurance	0.00	374,816.24	
731521 - Public Services	0.00	72,238.27	
732018 - Travel and Conference	0.00	160.44	
771638 - Drain Equip Labor	0.00	216,953.03	
771639 - Drain Equipment	0.00	19,268.57	
Administration TOTALS		,	
460,138.00	0.00	771,647.08	(\$311,509.08)
NT - Contingency			
Contingency TOTALS 4,581,277.00	0.00	0.00	\$4,581,277.00
G - Engineering			¥ 1,00 1,=11100
702000 - Salaries	0.00	37.74	
722000 - Fringe Benefits	0.00	-25.90	
730772 - Freight and Express	0.00	85.13	
731346 - Personal Mileage	0.00	528.54	
731521 - Public Services	0.00	41,759.18	
732018 - Travel and Conference	0.00	5,546.06	
750140 - Employee Footwear	0.00	75.00	
771638 - Drain Equip Labor			
771639 - Drain Equipment	0.00 0.00	619,287.86 62,383.73	
Engineering TOTALS	0.00	02,303.73	
1,063,145.00	0.00	729,677.34	\$333,467.66
GCON - Engineering Consultant			
730639 - Engineering Services-Other	0.00	12,856,549.06	
730940 - Insurance	0.00	2,435.63	
731458 - Professional Services	0.00	62,241.27	
Engineering Consultant TOTALS 12,471,892.00	0.00	12,921,225.96	(\$449,333.96)
C - Facility Acquisition		. =, = = :, = = = :	(+115,555155)
731472 - Project Construction and Impr	0.00	50,234,735.34	
731521 - Public Services	0.00	2,240.68	
Facility Acquisition TOTALS	5.50	2,210.00	
45,738,545.00	0.00	50,236,976.02	(\$4,498,431.02)
NGE_BENEFITS - Fringe Benefits 722000 - Fringe Benefits	0.00	25.90	
Fringe Benefits TOTALS 0.00	0.00	25.90	(\$25.90)
- Inspection	0.00	20.00	(ψ20.00)
731521 - Public Services	0.00	37,329.11	
Inspection TOTALS 330,221.00	0.00	37,329.11	\$292,891.89
233,00	2.30	5.,0=0	Ţ== 2 ,0000



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PROJECT WORK IN PROGRESS Oakland Macomb InterceptorSeg3 10000001557

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
	730639 - Engineering Services-Other	0.00	209,748.13	
	730772 - Freight and Express	0.00	127.71	
	730940 - Insurance	0.00	2,894,717.09	
	731073 - Legal Services	0.00	449,564.79	
	731451 - Prof Svc-Financial Consultant	0.00	62,305.00	
	Legal and Financial TOTALS			
	3,737,066.00	0.00	3,616,462.72	\$120,603.28
ROW -	Right of Way			
	731038 - Land and Easement	0.00	226,383.45	
	731661 - RW Negotiation and Expense	0.00	1,750.00	
	Right of Way TOTALS			
	11,440.00	0.00	228,133.45	(\$216,693.45)

Project 10000001557 - Oakland Macomb InterceptorSeg3					
Total Project Expenses					
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance		
\$68,393,724.00	\$0.00	\$68,541,477.58	(\$147,753.58)		
Total Project Revenue					
Account	Month-to-Date Revenue	Life-to-Date Revenue			
605572-Special Assessments	\$0.00	\$3,253,724.00			
631827-Reimb General	\$0.00	\$43,882.94			
655077-Accrued Interest Adjustments	\$3.94	(\$377.69)			
655385-Income from Investments	\$21.55	\$127,364.46			
697753-State Revolving Fund Loans	\$0.00	\$65,140,000.00			
TOTAL REVENUE	\$25.49	\$68,564,593.71			
REVENUE OVER/(UNDER) EXPENSES \$23,116,13					

Run By: WRC_REPORTING Run: 06/09/2020 at 12:59 PM Scope: 84915 Oakland Macomb InterceptorSeg4

	ACCOUNT	YTD Balance Total Fund	Oakland Macomb InterceptorSeg4 100000001913	NESPS Pump Install Seg4 100000002041	OMI NESPS GATEHOUSE SEG4 100000002232	NESPS Odor Corrosion Stdy Seg4 100000002708	YTD Balance
100100	Cash - Operating	1,996,681.82	1,871,426.57	7,978.67	34,247.74	83,028.84	1,996,681.82
104100	Accrued Interest on Investment	41,806.73	41,806.73	0.00	0.00	0.00	41,806.73
211100	Due to Primary Government	(18,184.39)	(12,400.01)	0.00	0.00	(5,784.38)	(18,184.39)
	Revenues	(71,167.76)	1,947,582.24	0.00	0.00	(2,018,750.00)	(71,167.76)
697551	Issuance of Bonds	0.00	2,231,250.00	0.00	0.00	(2,231,250.00)	0.00
	Expenditures	3,475,228.49	44,681.79	0.00	46,765.10	3,383,781.60	3,475,228.49
	Special Items- Uses	0.00	0.00	0.00	0.00	0.00	0.00
382100	FB Committed for Capital Proj	(5,424,364.89)	(6,124,347.32)	(7,978.67)	(81,012.84)	788,973.94	(5,424,364.89)
		0.00	(0.00)	0.00	0.00	0.00	0.00

SRF (SAW Loan) final draw request received January 2017.

Cash as of 05/13/2020 \$ 1,996,681.82

Invoices/Reimbursements for Seg 4 on Current Agenda impacting Cash Balance 0.00

Invoices/Reimbursements for NESPS Gatehouse on Current Agenda impacting Cash Balance 0.00

Invoices/Reimbursements for NESPS NIEA-East Arm on Current Agenda impacting Cash Balance (243.00)

Invoices/Reimbursements for NESPS Odor Corrosion Study on Current Agenda impacting Cash Balance

Total Net Cash Balance \$ 1,915,928.45

(80,510.37)



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PROJECT WORK IN PROGRESS

Oakland Macomb InterceptorSeg4 10000001913

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Varianc	
M - Administration				
730926 - Indirect Costs	0.00	59,001.44		
730940 - Insurance	0.00	67,871.13		
731115 - Licenses and Permits	0.00	320,000.00		
731521 - Public Services	0.00	14,235.58		
732165 - Workshops and Meeting	0.00	29.66		
771638 - Drain Equip Labor	0.00	4,607.71		
771639 - Drain Equipment	0.00	269.47		
Administration TOTALS	0.00	200.47		
390,165.00	0.00	466,014.99	(\$75,849.99)	
		22,0	(+ - , ,	
3 - Engineering 731346 - Personal Mileage	0.00	11 17/ /2		
731521 - Personal Mileage 731521 - Public Services	0.00	11,174.42		
731521 - Public Services 771638 - Drain Equip Labor	1,941.40	40,605.00 740,433.76		
771639 - Drain Equip Labor	1,941.40	81,526.96		
Engineering TOTALS	100.32	81,526.96		
484,153.00	2,127.72	873,740.14	(\$389,587.14)	
	2,121.12	070,740.14	(ψοοο,σογ.14)	
CON - Engineering Consultant				
730639 - Engineering Services-Other	0.00	3,594,242.60		
731073 - Legal Services	0.00	108.00		
Engineering Consultant TOTALS				
3,275,248.00	0.00	3,594,350.60	(\$319,102.60)	
- Facility Acquisition				
731472 - Project Construction and Impr	0.00	14,058,313.68		
731521 - Public Services	0.00	6,798.84		
750294 - Material and Supplies	0.00	228.00		
Facility Acquisition TOTALS				
15,225,614.00	0.00	14,065,340.52	\$1,160,273.48	
		. ,		
- Inspection	2.22	470.00		
730373 - Contracted Services 731521 - Public Services	0.00	473.03		
	0.00	16,935.91		
Inspection TOTALS 17,408.00	0.00	17,408.94	(\$0.94)	
17,400.00	0.00	17,400.94	(ψ0.94)	
AL - Legal and Financial				
730639 - Engineering Services-Other	0.00	8,398.96		
730940 - Insurance	0.00	54,526.58		
731073 - Legal Services	0.00	124,753.11		
793938 - Discount on Bonds	0.00	6,964.10		
Legal and Financial TOTALS				
191,321.00	0.00	194,642.75	(\$3,321.75)	
V - Right of Way				
731563 - Recording Fees	0.00	50.67		
Right of Way TOTALS	2.00	00.07		
0.00	0.00	50.67	(\$50.67)	
3.00	3.00	00.0.	(\$00.01)	



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PROJECT WORK IN PROGRESS Oakland Macomb InterceptorSeg4 10000001913

Budget Amount Month-to-Date Expenses		Life-to-Date Expenses	LTD Variance				
Project 100000001913 - Oakland Macomb InterceptorSeg4 Total Project Expenses							
Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance				
\$19,583,909.00	\$2,127.72	\$19,211,548.61	\$372,360.39				
Total Project Revenue	·						
Account	Month-to-Date Revenue	Life-to-Date Revenue					
605572-Special Assessments	\$0.00	\$9,181,979.40					
615572-State Capital Grants	\$0.00	\$1,105,350.77					
655077-Accrued Interest Adjustments	\$351.41	\$41,806.73					
655385-Income from Investments	\$1,921.17	\$646,248.40					
697551-Issuance of Bonds	\$0.00	\$1,646,996.60					
697753-State Revolving Fund Loans	\$0.00	\$8,490,000.00					
TOTAL REVENUE	\$2,272.58	\$21,112,381.90					
REVENUE OVER/(UNDER) EXPEN	ISES	\$1,900,833.29					



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Water Resources Commissioner

PROJECT WORK IN PROGRESS NESPS Pump Install Seg4 100000002041

Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance			
ADM A Lutational						
ADM - Administration 730926 - Indirect Costs	0.00	535.47				
Administration TOTALS	0.00	535.47				
5,000.00	0.00	535.47	\$4,464.53			
ENG - Engineering						
771638 - Drain Equip Labor	0.00	9,128.98				
771639 - Drain Equipment	0.00	387.33				
Engineering TOTALS						
15,000.00	0.00	9,516.31	\$5,483.69			
ENGCON - Engineering Consultant						
730639 - Engineering Services-Other	0.00	181,969.55				
Engineering Consultant TOTALS		,				
200,000.00	0.00	181,969.55	\$18,030.45			
FAC - Facility Acquisition						
Facility Acquisition TOTALS						
3,268,155.00	0.00	0.00	\$3,268,155.00			

Project 10000002041 - NESPS Pump Install Seg4						
Total Project Expenses						
Budget Amount Month-to-Date Expenses Life-to-Date Expenses LT						
\$3,488,155.00	\$0.00	\$192,021.33	\$3,296,133.67			
Total Project Revenue						
Account	Month-to-Date Revenue	Life-to-Date Revenue				
605572-Special Assessments	\$0.00	\$200,000.00				
TOTAL REVENUE	\$0.00	\$200,000.00				
REVENUE OVER/(UNDER) EXPEN	SES	\$7,978.67				



Print Date:

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Water Resources Commissioner

PROJECT WORK IN PROGRESS **OMI NESPS GATEHOUSE SEG4** 10000002232

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	s LTD Variance
ADM -	Administration			
	730926 - Indirect Costs	0.00	852.60	
	771638 - Drain Equip Labor	0.00	53.43	
	Administration TOTALS			
	9,472.00	0.00	906.03	\$8,565.97
CONT	- Contingency			
CON	Contingency TOTALS			
	93,209.00	0.00	0.00	\$93,209.00
	· ·	0.00	0.00	ψου,200.00
ENG -	Engineering			
	771638 - Drain Equip Labor	457.08	10,780.71	
	771639 - Drain Equipment	16.44	485.84	
	Engineering TOTALS			* · - · · -
	59,699.00	473.52	11,266.55	\$48,432.45
ENGC	ON - Engineering Consultant			
	730639 - Engineering Services-Other	0.00	1,244,764.18	
	Engineering Consultant TOTALS			
	496,981.00	0.00	1,244,764.18	(\$747,783.18)
EAC	Facility Association			, , , ,
FAC -	Facility Acquisition 731472 - Project Construction and Impr	0.00	2 456 264 64	
	Facility Acquisition TOTALS	0.00	3,456,264.64	
	3,748,637.00	0.00	3,456,264.64	\$292,372.36
	3,740,037.00	0.00	3,430,204.04	φ292,372.30
INS - I	nspection			
	771638 - Drain Equip Labor	0.00	1,277.93	
	771639 - Drain Equipment	0.00	59.93	
	Inspection TOTALS			
	5,000.00	0.00	1,337.86	\$3,662.14
LEGAI	L - Legal and Financial			
	731073 - Legal Services	0.00	1,213.00	
	Legal and Financial TOTALS	2.00	.,	
	6,000.00	0.00	1,213.00	\$4,787.00
	5,530.00	0.00	.,0.00	Ψ.,.σσσ

Project 100000002232 - OMI NESPS GATEHOUSE SEG4 Total Project Expenses						
Budget Amount Month-to-Date Expenses Life-to-Date Expenses LTD Varia						
\$4,418,998.00	\$473.52	\$4,715,752.26	(\$296,754.26)			
Total Project Revenue						
Account	Month-to-Date Revenue	Life-to-Date Revenue				
605572-Special Assessments	\$0.00	\$2,434,988.28				
697551-Issuance of Bonds	\$0.00	\$2,315,011.72				
TOTAL REVENUE	\$0.00	\$4,750,000.00				
REVENUE OVER/(UNDER) EXPEN	SES	\$34,247.74				



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Water Resources Commissioner

PROJECT WORK IN PROGRESS **NESPS Odor Corrosion Stdy Seg4** 10000002708

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance
A DM	Administration			
ADIVI -	730926 - Indirect Costs	0.00	5,784.38	
	Administration TOTALS	****	-,·	
	188,148.00	0.00	5,784.38	\$182,363.62
CONT	- Contingency			
	Contingency TOTALS			
	637,000.00	0.00	0.00	\$637,000.00
ENG -	Engineering			
	771638 - Drain Equip Labor	1,388.91	99,287.87	
;	771639 - Drain Equipment	47.50	3,784.35	
	Engineering TOTALS 206,253.00	1,436.41	103,072.22	\$103,180.78
		1,430.41	103,072.22	\$105,100.76
ENGC	ON - Engineering Consultant	0.00	440.700.40	
	730373 - Contracted Services 730639 - Engineering Services-Other	0.00 0.00	449,708.19 59,195.44	
	Engineering Consultant TOTALS	0.00	59,195.44	
	1,073,000.00	0.00	508,903.63	\$564,096.37
EΔC - I	Facility Acquisition			
ΑΟ .	730352 - Construction	0.00	571,066.40	
	731472 - Project Construction and Impr	0.00	2,747,928.63	
	Facility Acquisition TOTALS			
	4,600,000.00	0.00	3,318,995.03	\$1,281,004.97
NS - Ir	nspection			
	771638 - Drain Equip Labor	6,020.91	137,741.37	
i	771639 - Drain Equipment	847.24	21,779.96	
	Inspection TOTALS 190,343.00	6,868.15	159,521.33	\$30,821.67
		0,000.10	100,021.00	φου,ο21.07
.EGAL	Legal and Financial Legal and Financial TOTALS			
	15,000.00	0.00	0.00	\$15,000.00
2014		0.00	0.00	ψ.ο,οσσ.σσ
(OW -	Right of Way Right of Way TOTALS			
	46,000.00	0.00	0.00	\$46,000.00
מדי				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ים ויס	Standard Operation 730352 - Construction	0.00	198,018.10	
	730373 - Contracted Services	0.00	600,395.51	
	730926 - Indirect Costs	0.00	1,864.90	
	730940 - Insurance	0.00	139,930.93	
	731073 - Legal Services	0.00	1,744.00	
	731472 - Project Construction and Impr	0.00	51,390.00	
	731906 - Testing Services	0.00	31,382.05	
	771638 - Drain Equip Labor	0.00	1,989.88	
į	771639 - Drain Equipment Standard Operation TOTALS	0.00	763.58	
	38,010.00	0.00	1,027,478.95	(\$989,468.95)
	00,010.00	0.00	1,021,110.00	(\$000, 100.00)



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Water Resources Commissioner

PROJECT WORK IN PROGRESS NESPS Odor Corrosion Stdy Seg4 100000002708

	Budget Amount	Month-to-Date Expenses	Life-to-Date Expenses	LTD Variance			
SUR - Survey Crew							
	Survey Crew TOTALS						
	10,246.00	0.00	0.00	\$10,246.00			

Project 100000002708 - NESPS Odor Corrosion Stdy Seg4 Total Project Expenses							
Budget Amount Month-to-Date Expenses Life-to-Date Expenses LTD Varian							
\$7,004,000.00	\$8,304.56	\$5,123,755.54	\$1,880,244.46				
Total Project Revenue							
Account	Month-to-Date Revenue	Life-to-Date Revenue					
605572-Special Assessments	\$0.00	\$2,423,008.32					
697551-Issuance of Bonds	\$0.00	\$2,777,991.68					
TOTAL REVENUE	\$0.00	\$5,201,000.00					
REVENUE OVER/(UNDER) EXPEN	ISES	\$77,244.46					

Oakland County - Water Resources Commissioner's Office Fund Equity: Schedule of Reserves and Dedicated Funds As of Date: May 13, 2020

		Major	Capital		Committed for	
Fund	Description	Maintenance	Improvement	Undesignated	Capital Projects	Total Equity
8291	2 OMIDD Maintenance Fund	3,154,114.85	5,400,470.80	15,993,146.46		24,547,732.11
84912	2 OMIDD Seg 1					
	- Project 1-2892 Odor Corrosion Study				612.24	612.24
8491	4 OMIDD Seg 3					
	- Project 1-1557 Interceptor Seg 3				23,116.13	23,116.13
8491	5 OMIDD Seg 4					
	- Project 1-1913 Interceptor Seg 4				1,900,833.29	1,900,833.29
	- Project 1-2041 NESPS Pump Install				7,978.67	7,978.67
	- Project 1-2098 EPA				-	-
	- Project 1-2232 NESPS Gatehouse				34,247.74	34,247.74
	- Project 1-2708 NESPS Odor Corrosion Study				77,244.46	77,244.46
Total Ed	quity in Maintenance and Construction Funds					26,591,764.64

NOTE: This report presents pre-closing figures and as such are subject to change

OAKLAND MACOMB INTERCEPTOR DRAINAGE BOARD - APPROVAL OF INVOICES/REIMBURSEMENTS

OMI DD Meeting Date 06/17/2020

		84912	84914	84915	84915	84915	84915	84915	82912	
		1-2892	1-1557	1-1913	1-2041	1-2232	1-2232	1-2708	02012	
Payable To	Invoice #	Segment 1 - OMID Odor Corrosion Study	Segment 3	Segment 4	Segment 4 - NESPS Pump Install	Segment 4 - NESPS Gate House	Segment 4 - NIEA East Arm	Segment 4 - NESPS Odor Corrosion Study	Opperations & Maintanence	<u>Total</u>
Oakland County *	WRC Labor/Fringes/Non-direct Labor		1,475.28	4,614.03		609.44		16,943.54		\$23,642.29
Oakland County *	WRC Equipment		104.16	436.58		21.92		2,055.81		\$2,618.47
Oakland County *	WRC Mileage/Parking			1,095.95						\$1,095.95
Macomb County	Invoice # APR200127 Personnel and various vendor reimbursement								18,165.90	\$18,165.90
Applied Sciencec Inc.	Invoice #16 (ASI Inv. #7606) Work Through 05/30/2020								74,479.78	\$74,479.78
CH2M - LG Design, Inc	Invoice # 705773CH016 Services Through 5/22/20							36,310.37		\$36,310.37
Clark Hill PLC	Invoice # 984816 NESPS Acquisition Services Through 4/30/20								270.00	\$270.00
Clark Hill PLC	Invoice # 984817 Contract Amendment Services Through 4/30/20						243.00			\$243.00
Comerica Pcard	Wayne County Register of Deeds - 5/14/20								24.79	\$24.79
Comerica Pcard	Wayne County Register of Deeds - 5/14/21								6.40	\$6.40
Detroit Elevator	Invoice #185395 NESPS Elevator Modernization 12/19/19								39,425.70	\$39,425.70
Detroit Elevator	Invoice #187396 NESPS Elevator Modernization 5/15/20								19,673.00	\$19,673.00
Dickenson Wright PLLC	Invoice # 1475174 Matter 012840-00424 Service through 4/30/20								10,465.00	\$10,465.00
Jacobs - CH2M Hill Engineers Inc.	Invoice # 697317CH021 Services Through 05/22/20								21,634.51	\$21,634.51
Meadowbrook Insurance Agency	Invoice # 2027 Final of 4 Quarterly Installments 08/1/2019 to 9/1/2020							44,200.00		\$44,200.00
Meadowbrook Insurance Agency	Invoice # 4625 OMIDD NESPS NIEA 5/20/20 to 7/1/20								27,500.00	\$27,500.00
METCO	Invoice # 1811-17 Through 5/31/20								43,336.62	\$43,336.62
Motor City Electric Technologies	Invoice # 92997 NESPS SCADA Cutover 05/20/20								1,071.58	\$1,071.58
NTH Consultants	Inv # 02 OMID CS-9 Gate Design Service Through 05/22/20								25,447.67	\$25,447.67
NTH Consultants	Inv # 12 - OMIDD NI-EA Rehab Services Through 05/22/20								147,647.66	\$147,647.66
NTH Consultants	Inv # 16 - OMIDD System Immediate Repair Service Through 05/22/20								522.80	\$522.80
PMA Consultants	Invoice # 03559.00 - 90 Professional Services Through 05/31/20								5,636.39	\$5,636.39
PM Technologies	Invoice # 0000138797 Services 5/28/20 Preventative Maint.								358.33	\$358.33
PM Technologies	Invoice # 0000138798 Services 5/28/20 Preventative Maint.								358.33	\$358.33
PM Technologies	Invoice # 0000138799 Services 5/28/20 Preventative Maint.								358.33	\$358.33
Rotor Electric Co.	Invoivce # 12319 Switchgear Maint. & Testing 4/29/20								8,812.94	\$8,812.94
WalshConstruction Company	Invoice # 220008 Pre-Con 4 Through 06/02/20								134,664.00	\$134,664.00
	Total Invoices/Reimbursements for Approval	\$0.00	\$1,579.44	\$6,146.56	\$0.00	\$631.36	\$243.00	\$99,509.72	\$579,859.73	\$687,969.81
	* Less WRC Charges already paid from OMI Fund	0.00	(1,579.44)	(6,146.56)		(631.36)	0.00	(18,999.35)	0.00	(27,356.71)
	** Less amount being paid from Retainage Account									0.00
Total Invoices/Reimbursements	that will impact Cash Balance listed on Current Trial Balance submitted to OMI Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$243.00	\$80,510.37	\$579,859.73	\$660,613.10

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 14

Invoices

OMI Seg	gment 3 Projec	ct - WRC Labo	r/Fringes/Non-Direct L	abor Factor for T	rans Dates	- 05/09/2020 - 06/05/2	2020		
	•								
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Assign Equipment	Cost Category	Project	Activity
545715	05/12/2020	04/28/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/12/2020	04/30/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/12/2020	05/04/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/12/2020	05/07/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/12/2020	05/08/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/22/2020	05/12/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/22/2020	05/14/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/22/2020	05/18/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	10000000155	ENG
545715	05/22/2020	05/20/2020	LOCKHART, SIDNEY	2.00	\$245.88	REGULAR	WRCADM	10000000155	ENG
545715	05/22/2020	05/21/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	1000000155	ENG
545715	05/22/2020	05/22/2020	LOCKHART, SIDNEY	1.00	\$122.94	REGULAR	WRCADM	1000000155	ENG
					\$1,475.28				

OMI Seg	gment 3 Projec	t - WRC Equip	oment Charges for Trans Da	ites - 005/09/2020 -	06/05/2020	0			
	Date Entered			Hours/Units	Cost	Assign Equipment	Cost Category	Project	Activity
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	+
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00	· · · · · · · · · · · · · · · · · · ·	ASSIGNED	Blazer/Suburbans	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/12/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	+
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00	<u> </u>	ASSIGNED	PC/Computer	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	2.00		ASSIGNED	Blazer/Suburbans		
545715	05/22/2020		LOCKHART, SIDNEY	2.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	2.00		ASSIGNED	Cell Phone	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	2.00		ASSIGNED	PC/Computer	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Blazer/Suburbans	100000001557	+
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Cell Phone	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	Tablet/iPad	100000001557	
545715	05/22/2020		LOCKHART, SIDNEY	1.00		ASSIGNED	PC/Computer	100000001557	
545715				1.00		ASSIGNED	Blazer/Suburbans		
3437 13	05/22/2020	03/22/2020	LOCKHART, SIDNEY	1.00	\$5.69 \$104.16		DIAZEI/SUDUIDANS	100000001557	LING
					φ104.10				

Acctg Date Fund Fund Description Project Project Description Activity Oper Unit OU Descr Descr Sum BU Amount
None

OMI Seg 3 Project - WRC labor-FB-NPF-EQP for 06-17-2020 meeting

\$0.00

WOID	Date Entered		Name/Description	Hours/Units	Cost	Assign Equipment	Cost Category	Project	Activity
334323	05/22/2020	05/20/2020	LOCKHART, SIDNEY	2.00	\$11.38	ASSIGNED	Blazer/Suburbans	10000001913	ENG
334323	05/22/2020	05/20/2020	LOCKHART, SIDNEY	2.00	\$0.50	ASSIGNED	Tablet/iPad	100000001913	ENG
334323	05/22/2020	05/20/2020	LOCKHART, SIDNEY	2.00	\$0.80	ASSIGNED	Cell Phone	100000001913	ENG
334323	05/22/2020	05/20/2020	LOCKHART, SIDNEY	2.00	\$4.68	ASSIGNED	PC/Computer	100000001913	ENG
			LOCKHART, SIDNEY	Total	\$17.36				
334323	05/21/2020	05/11/2020	POUSHO, ROBERT	8.00	\$3.20	ASSIGNED	Cell Phone	100000001913	ENG
334323	05/21/2020	05/11/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
334323	05/21/2020	05/12/2020	POUSHO, ROBERT	12.00	\$28.08	ASSIGNED	PC/Computer	100000001913	ENG
334323	05/21/2020	05/12/2020	POUSHO, ROBERT	12.00	\$4.80	ASSIGNED	Cell Phone	100000001913	ENG
334323	05/21/2020	05/13/2020	POUSHO, ROBERT	9.00	\$3.60	ASSIGNED	Cell Phone	100000001913	ENG
834323	05/21/2020	05/13/2020	POUSHO, ROBERT	9.00	\$21.06	ASSIGNED	PC/Computer	100000001913	ENG
834323	05/21/2020	05/14/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
834323	05/21/2020	05/14/2020	POUSHO, ROBERT	8.00	\$3.20	ASSIGNED	Cell Phone	100000001913	
334323	05/21/2020		POUSHO, ROBERT	8.00	\$3.20	ASSIGNED	Cell Phone	100000001913	
834323	05/21/2020		POUSHO, ROBERT	8.00			PC/Computer	100000001913	ENG
334323	05/21/2020	05/18/2020	POUSHO, ROBERT	8.00	\$3.20	ASSIGNED	Cell Phone	100000001913	ENG
834323	05/21/2020	05/18/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
334323	05/21/2020		POUSHO, ROBERT	8.00	\$3.20		Cell Phone	100000001913	ENG
334323	05/21/2020	05/19/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
334323	05/21/2020	05/20/2020	POUSHO, ROBERT	8.00	\$3.20		Cell Phone	100000001913	ENG
334323	05/21/2020	05/20/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
334323	05/21/2020		POUSHO, ROBERT	8.00			Cell Phone	100000001913	ENG
834323	05/21/2020	05/21/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
834323	05/21/2020	05/22/2020	POUSHO, ROBERT	8.00	\$3.20		Cell Phone	100000001913	ENG
334323	05/21/2020	05/22/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	
834323	06/04/2020	05/26/2020	POUSHO, ROBERT	8.00	\$3.20	ASSIGNED	Cell Phone	100000001913	ENG
834323	06/04/2020	05/26/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
834323	06/04/2020		POUSHO, ROBERT	8.00	\$3.20		Cell Phone	100000001913	ENG
834323	06/04/2020	05/27/2020	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	100000001913	ENG
834323	06/04/2020		POUSHO, ROBERT	8.00	\$3.20		Cell Phone	100000001913	ENG
834323	06/04/2020		POUSHO, ROBERT	8.00		ASSIGNED	PC/Computer	100000001913	ENG
834323	06/04/2020		POUSHO, ROBERT	8.00			Cell Phone	100000001913	
834323	06/04/2020	05/29/2020	POUSHO, ROBERT	8.00	\$18.72		PC/Computer	100000001913	ENG
334323	06/04/2020		POUSHO, ROBERT	8.00			PC/Computer	100000001913	
834323	06/04/2020		POUSHO, ROBERT	8.00			Cell Phone	100000001913	+
334323	06/04/2020		POUSHO, ROBERT	8.00			Cell Phone	100000001913	
834323	06/04/2020		POUSHO, ROBERT	8.00			PC/Computer	100000001913	
834323	06/04/2020		POUSHO, ROBERT	4.00			PC/Computer	100000001913	
334323	06/04/2020		POUSHO, ROBERT	4.00			Cell Phone	100000001913	
334323	06/04/2020		POUSHO, ROBERT	8.00			PC/Computer	100000001913	
334323	06/04/2020		POUSHO, ROBERT	8.00	-		Cell Phone	100000001913	
334323	06/04/2020		POUSHO, ROBERT	8.00			Cell Phone	100000001913	
334323	06/04/2020		POUSHO, ROBERT	8.00			PC/Computer	100000001913	
	55,51,2526	00.00,2020	POUSHO, ROBERT To		\$419.22		,	122223001010	
			Grand Total		\$436.58				

OMI Seç	ment 4 Project	- WRC Labor/F	ringes/Non-Direct Lab	or Factor for Tra	ans Dates	- 05/09/2020 - 06/05/2	2020		
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Assign Equipment	Cost Category	Project	Activity
834323	05/22/2020	05/20/2020	LOCKHART, SIDNEY	2.00	\$245.88	REGULAR	WRCADM	100000001913	ENG
			LOCKHART, SIDNEY	Γotal	\$245.88				
834323	05/21/2020	05/11/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/12/2020	POUSHO, ROBERT	12.00	\$342.60	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/13/2020	POUSHO, ROBERT	9.00	\$256.95	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/14/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/15/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/18/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/19/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/20/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/21/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	05/21/2020	05/22/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	05/26/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	05/27/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	05/28/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	05/29/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	06/01/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	06/02/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	06/03/2020	POUSHO, ROBERT	4.00	\$114.20	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	06/04/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
834323	06/04/2020	06/05/2020	POUSHO, ROBERT	8.00	\$228.40	REGULAR	WRCCON	100000001913	ENG
			POUSHO, ROBERT TO	otal	\$4,368.15				
			Grand Total		\$4,614.03				

Acctg Date Fund	Fund Description	Project	Project Description	Activity	Descr	Sum BU	Amount
5/22/2020 84915	Oakland Macomb Interceptor Seg 4	100000001913	Oakland Macomb Interceptor Seg 4	ENG	Pousho 1906 miles 05-29-2020	\$	1,095.95
						\$	1,095.95

OMI Segr	ment 4 NESPS	Odor Corrosio	n Study Project - WRC Labor/Fr	inges/Non-Dire	ct Labor Factor for Trans Da	ates - 05/09/2020 - 06	/05/2020	
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost Cost Category	Assign Equipment	Project	Activity
866220	06/05/2020		CODE, JEFFREY	0.50	\$38.77 OVERTIME	WRCCDM		INS
			CODE, JEFFREY Total		\$38.77			
866220	05/18/2020		ROBERTS, PATRICK	8.00	\$513.36 OVERTIME	WRCCDM		INS
866220	05/22/2020		ROBERTS, PATRICK	8.00	\$513.36 OVERTIME	WRCCDM	100000002708	INS
866220 866220	05/29/2020 05/30/2020		ROBERTS, PATRICK ROBERTS, PATRICK	10.00 10.00	\$641.70 OVERTIME \$641.70 OVERTIME	WRCCDM WRCCDM	100000002708 100000002708	INS
866220	06/02/2020		ROBERTS, PATRICK	0.50	\$32.09 OVERTIME	WRCCDM		INS
866220	06/05/2020		ROBERTS, PATRICK	9.00	\$577.53 OVERTIME	WRCCDM	100000002708	
000220	00/00/2020		ROBERTS, PATRICK Total	0.00	\$2,919.74	W CODM	10000002700	
934939	05/19/2020		WAGNER, DENISE	0.02	\$1.28 OVERTIME	WRCSMU	10000002708	STD
			WAGNER, DENISE Total		\$1.28			
864521	05/11/2020		BROWN, JOEL	1.00	\$103.91 REGULAR	WRCCON	10000002708	
864521	05/11/2020		BROWN, JOEL	3.50	\$363.69 REGULAR	WRCCON	10000002708	
864521	05/11/2020		BROWN, JOEL	1.00	\$103.91 REGULAR	WRCCON WRCCON	100000002708	
864521 864521	05/11/2020 05/11/2020		BROWN, JOEL BROWN, JOEL	1.50 1.00	\$155.87 REGULAR \$103.91 REGULAR	WRCCON	100000002708 100000002708	
864521	05/11/2020		BROWN, JOEL	1.00	\$103.91 REGULAR	WRCCON	100000002708	
864521	05/26/2020		BROWN, JOEL	1.50	\$155.87 REGULAR	WRCCON	100000002708	
864521	05/26/2020		BROWN, JOEL	2.00	\$207.82 REGULAR	WRCCON	100000002708	
864521	05/26/2020		BROWN, JOEL	2.00	\$207.82 REGULAR	WRCCON	10000002708	
864521	05/26/2020		BROWN, JOEL	1.50	\$155.87 REGULAR	WRCCON	100000002708	
864521	05/26/2020		BROWN, JOEL	1.50	\$155.87 REGULAR	WRCCON	10000002708	
864521	05/26/2020		BROWN, JOEL	2.50	\$259.78 REGULAR	WRCCON	100000002708	ENG
066000	05/40/0000		BROWN, JOEL Total	1.50	\$2,078.23	WDCCDM	10000000700	INIC
866220 866220	05/12/2020 05/13/2020		CODE, JEFFREY CODE, JEFFREY	1.50 1.00	\$102.56 REGULAR \$68.37 REGULAR	WRCCDM WRCCDM	100000002708 100000002708	INS
866220	05/13/2020		CODE, JEFFREY	1.00	\$68.37 REGULAR	WRCCDM		INS
866220	05/14/2020		CODE, JEFFREY	1.50	\$102.56 REGULAR	WRCCDM		INS
866220	05/19/2020		CODE, JEFFREY	1.50	\$102.56 REGULAR	WRCCDM	100000002708	INS
866220	05/20/2020		CODE, JEFFREY	1.50	\$102.56 REGULAR	WRCCDM	10000002708	INS
866220	05/20/2020		CODE, JEFFREY	1.00	\$68.37 REGULAR	WRCCDM	10000002708	INS
866220	05/21/2020		CODE, JEFFREY	1.00	\$68.37 REGULAR	WRCCDM	100000002708	
866220	05/26/2020		CODE, JEFFREY	1.50	\$102.56 REGULAR		10000002708	
866220	05/27/2020		CODE, JEFFREY	1.00		WRCCDM	100000002708	
866220 866220	05/28/2020 06/01/2020		CODE, JEFFREY CODE, JEFFREY	1.00 1.50	\$68.37 REGULAR \$102.56 REGULAR	WRCCDM WRCCDM	100000002708 100000002708	
866220	06/03/2020		CODE, JEFFREY	1.50	\$102.56 REGULAR	WRCCDM		INS
866220	06/03/2020		CODE, JEFFREY	1.00	\$68.37 REGULAR	WRCCDM		INS
866220	06/04/2020		CODE, JEFFREY	1.00	\$68.37 REGULAR	WRCCDM		INS
			CODE, JEFFREY Total		\$1,264.88			
864521	05/12/2020		LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	100000002708	
864521	05/12/2020		LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	100000002708	
864521	05/12/2020		LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	100000002708	
864521 864521	05/12/2020 05/12/2020		LOCKHART, SIDNEY LOCKHART, SIDNEY	1.00 3.00	\$122.94 REGULAR \$368.82 REGULAR	WRCADM WRCADM	100000002708 100000002708	
864521	05/12/2020		LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	100000002708	
864521	05/22/2020		LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	100000002708	
864521	05/22/2020		LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	100000002708	
864521	05/22/2020	05/19/2020	LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	10000002708	ENG
864521	05/22/2020		LOCKHART, SIDNEY	2.00	\$245.88 REGULAR	WRCADM	100000002708	
864521	05/22/2020		LOCKHART, SIDNEY	1.00	\$122.94 REGULAR	WRCADM	100000002708	
864521	06/05/2020		LOCKHART, SIDNEY	2.00	\$245.88 REGULAR	WRCADM	100000002708	ENG
866220	05/12/2020		ROBERTS, PATRICK	10.00	\$1,967.04 \$565.80 REGULAR	WRCCDM	100000002708	INS
866220	05/12/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM		INS
866220	05/13/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM		INS
866220	05/18/2020		ROBERTS, PATRICK	10.00		WRCCDM		INS
866220	05/18/2020	05/18/2020	ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM	10000002708	INS
866220	05/19/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM		
866220	05/21/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM	100000002708	
866220	05/21/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM		INS
866220 866220	05/22/2020 05/26/2020		ROBERTS, PATRICK ROBERTS, PATRICK	8.00 10.00	\$452.64 REGULAR \$565.80 REGULAR	WRCCDM WRCCDM	100000002708 100000002708	
866220	05/26/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM		INS
866220	05/27/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM		INS
866220	06/02/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM	100000002708	.
866220	06/02/2020		ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM		INS
866220	06/04/2020	06/03/2020	ROBERTS, PATRICK	10.00	\$565.80 REGULAR	WRCCDM	10000002708	INS
866220	06/05/2020		ROBERTS, PATRICK	10.00		WRCCDM	100000002708	INS
00000	0=11=1===		ROBERTS, PATRICK Total		\$8,939.64	WD0651	400000000	15.10
866220	05/13/2020		ROBINSON, RYAN	3.00	\$186.60 REGULAR	WRCCDM	100000002708	INS
			ROBINSON, RYAN Total		\$186.60			

866220	05/27/2020	05/22/2020	ROBERTS, PATRICK	-8.00	\$-452.64	REGULAR-D	WRCCDM	100000002708	INS
			ROBERTS, PATRICK Total		\$-452.64				
			Grand Total		\$16,943.54				

OMI Seg	ment 4 NESPS	Odor Corrosion	n Study Project - WRC Eq	uipment Charge	s for Tran	s Dates - 05/09/	2020 - 06/05/2020		
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Cost Category	Assign Equipment	Project	Activity
864521	05/11/2020		BROWN, JOEL	1.00		ASSIGNED	Cell Phone	100000002708	
864521	05/11/2020		BROWN, JOEL	1.00	· · · · · · · · · · · · · · · · · · ·	ASSIGNED	PC/Computer	10000002708	
864521	05/11/2020		BROWN, JOEL	3.50		ASSIGNED	PC/Computer	10000002708	ENG
864521	05/11/2020		BROWN, JOEL	3.50		ASSIGNED	Cell Phone	10000002708	
864521	05/11/2020		BROWN, JOEL	1.00		ASSIGNED	Cell Phone	100000002708	
864521	05/11/2020		BROWN, JOEL	1.00		ASSIGNED	PC/Computer Cell Phone	100000002708	
864521 864521	05/11/2020 05/11/2020		BROWN, JOEL BROWN, JOEL	1.50 1.50		ASSIGNED ASSIGNED	PC/Computer	100000002708 100000002708	
864521	05/11/2020		BROWN, JOEL	1.00		ASSIGNED	PC/Computer	100000002708	
864521	05/11/2020		BROWN, JOEL	1.00	•	ASSIGNED	Cell Phone	100000002708	
864521	05/11/2020		BROWN, JOEL	1.00		ASSIGNED	PC/Computer	100000002708	
864521	05/11/2020	05/07/2020	BROWN, JOEL	1.00	\$0.40	ASSIGNED	Cell Phone	10000002708	ENG
864521	05/26/2020		BROWN, JOEL	1.50		ASSIGNED	Cell Phone	10000002708	
864521	05/26/2020		BROWN, JOEL	1.50		ASSIGNED	PC/Computer	10000002708	
864521	05/26/2020		BROWN, JOEL	2.00		ASSIGNED	Cell Phone	100000002708	
864521	05/26/2020		BROWN, JOEL	2.00		ASSIGNED	PC/Computer	100000002708 100000002708	
864521 864521	05/26/2020 05/26/2020		BROWN, JOEL BROWN, JOEL	2.00 2.00		ASSIGNED ASSIGNED	Cell Phone PC/Computer	100000002708	
864521	05/26/2020		BROWN, JOEL	1.50		ASSIGNED	PC/Computer	100000002708	_
864521	05/26/2020		BROWN, JOEL	1.50		ASSIGNED	Cell Phone	100000002708	
864521	05/26/2020		BROWN, JOEL	1.50		ASSIGNED	PC/Computer	100000002708	
864521	05/26/2020		BROWN, JOEL	1.50		ASSIGNED	Cell Phone	100000002708	
864521	05/26/2020	05/21/2020	BROWN, JOEL	2.50	\$1.00	ASSIGNED	Cell Phone	10000002708	ENG
864521	05/26/2020	05/21/2020	BROWN, JOEL	2.50		ASSIGNED	PC/Computer	10000002708	ENG
			BROWN, JOEL Total		\$54.80				
866220	05/12/2020		CODE, JEFFREY	1.50		ASSIGNED	1/2 Ton Pick-up	10000002708	
866220	05/12/2020		CODE, JEFFREY	1.50		ASSIGNED	Cell Phone	100000002708	
866220	05/12/2020		CODE, JEFFREY	1.50		ASSIGNED	PC/Computer	100000002708 100000002708	
866220 866220	05/13/2020 05/13/2020		CODE, JEFFREY CODE, JEFFREY	1.00		ASSIGNED ASSIGNED	Cell Phone PC/Computer	100000002708	
866220	05/13/2020		CODE, JEFFREY	1.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/14/2020		CODE, JEFFREY	1.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/14/2020		CODE, JEFFREY	1.00		ASSIGNED	Cell Phone	100000002708	
866220	05/14/2020		CODE, JEFFREY	1.00		ASSIGNED	PC/Computer	10000002708	
866220	05/14/2020		CODE, JEFFREY	1.50	\$8.54	ASSIGNED	1/2 Ton Pick-up	10000002708	INS
866220	05/14/2020		CODE, JEFFREY	1.50		ASSIGNED	Cell Phone	100000002708	
866220	05/14/2020		CODE, JEFFREY	1.50		ASSIGNED	PC/Computer	10000002708	
866220	05/19/2020		CODE, JEFFREY	1.50	-	ASSIGNED	Cell Phone	100000002708	
866220	05/19/2020		CODE, JEFFREY	1.50		ASSIGNED	PC/Computer	100000002708	_
866220 866220	05/19/2020 05/20/2020		CODE, JEFFREY CODE, JEFFREY	1.50 1.50	· · · · · · · · · · · · · · · · · · ·	ASSIGNED ASSIGNED	1/2 Ton Pick-up 1/2 Ton Pick-up	100000002708 100000002708	
866220	05/20/2020		CODE, JEFFREY	1.50		ASSIGNED	Cell Phone	100000002708	
866220	05/20/2020		CODE, JEFFREY	1.50	<u> </u>	ASSIGNED	PC/Computer	100000002708	_
866220	05/20/2020		CODE, JEFFREY	1.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/20/2020		CODE, JEFFREY	1.00		ASSIGNED	Cell Phone	10000002708	_
866220	05/20/2020	05/20/2020	CODE, JEFFREY	1.00		ASSIGNED	PC/Computer	10000002708	INS
866220	05/21/2020		CODE, JEFFREY	1.00		ASSIGNED	1/2 Ton Pick-up	10000002708	
866220	05/21/2020		CODE, JEFFREY	1.00		ASSIGNED	Cell Phone	100000002708	
866220	05/21/2020		CODE, JEFFREY	1.00		ASSIGNED	PC/Computer	100000002708	
866220	05/26/2020		CODE, JEFFREY	1.50		ASSIGNED	Cell Phone	100000002708	
866220 866220	05/26/2020 05/26/2020		CODE, JEFFREY CODE, JEFFREY	1.50 1.50		ASSIGNED ASSIGNED	PC/Computer 1/2 Ton Pick-up	100000002708 100000002708	
866220	05/27/2020		CODE, JEFFREY	1.00		ASSIGNED	Cell Phone	100000002708	
866220	05/27/2020		CODE, JEFFREY	1.00		ASSIGNED	PC/Computer	100000002708	
866220	05/27/2020		CODE, JEFFREY	1.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/28/2020	05/28/2020	CODE, JEFFREY	1.00		ASSIGNED	Cell Phone	10000002708	
866220	05/28/2020		CODE, JEFFREY	1.00	· · · · · · · · · · · · · · · · · · ·	ASSIGNED	PC/Computer	100000002708	
866220	05/28/2020		CODE, JEFFREY	1.00		ASSIGNED	1/2 Ton Pick-up	10000002708	
866220	06/01/2020		CODE, JEFFREY	1.50		ASSIGNED	Cell Phone	10000002708	
866220	06/01/2020		CODE, JEFFREY	1.50		ASSIGNED	PC/Computer	100000002708	
866220	06/01/2020		CODE, JEFFREY	1.50		ASSIGNED	1/2 Ton Pick-up	100000002708	_
866220 866220	06/03/2020 06/03/2020		CODE, JEFFREY CODE, JEFFREY	1.50 1.50	<u> </u>	ASSIGNED ASSIGNED	Cell Phone PC/Computer	100000002708 100000002708	_
866220	06/03/2020		CODE, JEFFREY	1.50		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/03/2020		CODE, JEFFREY	1.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/03/2020		CODE, JEFFREY	1.00		ASSIGNED	Cell Phone	100000002708	
866220	06/03/2020		CODE, JEFFREY	1.00		ASSIGNED	PC/Computer	100000002708	
			,		,		1		

866220	06/04/2020	06/04/2020 CODE, JEFFREY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	INIC
866220	06/04/2020	06/04/2020 CODE, JEFFREY	1.00	\$5.69 ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/04/2020	06/04/2020 CODE, JEFFREY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
866220	06/05/2020	06/05/2020 CODE, JEFFREY	0.50	\$1.17 ASSIGNED	PC/Computer	100000002708	INS
866220	06/05/2020	06/05/2020 CODE, JEFFREY	0.50	\$2.85 ASSIGNED	1/2 Ton Pick-up	100000002708	INS
866220	06/05/2020	06/05/2020 CODE, JEFFREY	0.50	\$0.20 ASSIGNED	Cell Phone	100000002708	INS
		CODE, JEFFREY Total		\$160.21			
864521	05/12/2020	04/29/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	100000002708	ENG
		· · · · · · · · · · · · · · · · · · ·					
864521	05/12/2020	04/29/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	
864521	05/12/2020	04/29/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
864521	05/12/2020	04/29/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	05/12/2020	05/04/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	ENG
864521	05/12/2020	05/04/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	ENG
864521	05/12/2020	05/04/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	ENG
864521	05/12/2020	05/04/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	10000002708	
864521	05/12/2020	05/05/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	100000002708	
864521	05/12/2020	*	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	
		05/05/2020 LOCKHART, SIDNEY		-			
864521	05/12/2020	05/05/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
864521	05/12/2020	05/05/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	05/12/2020	05/06/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	
864521	05/12/2020	05/06/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
864521	05/12/2020	05/06/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	10000002708	ENG
864521	05/12/2020	05/06/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	05/12/2020	05/07/2020 LOCKHART, SIDNEY	3.00	\$0.75 ASSIGNED	Tablet/iPad	100000002708	
864521	05/12/2020	05/07/2020 LOCKHART, SIDNEY	3.00	\$7.02 ASSIGNED	PC/Computer	100000002708	
				·			
864521	05/12/2020	05/07/2020 LOCKHART, SIDNEY	3.00	\$17.07 ASSIGNED	Blazer/Suburbans	100000002708	
864521	05/12/2020	05/07/2020 LOCKHART, SIDNEY	3.00	\$1.20 ASSIGNED	Cell Phone	100000002708	
864521	05/12/2020	05/08/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	05/12/2020	05/08/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	100000002708	
864521	05/12/2020	05/08/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
864521	05/12/2020	05/08/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	ENG
864521	05/22/2020	05/13/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	100000002708	ENG
864521	05/22/2020	05/13/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	ENG
864521	05/22/2020	05/13/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	10000002708	
864521	05/22/2020	05/13/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	05/22/2020	05/18/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	100000002708	
864521	05/22/2020	05/18/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	
864521	05/22/2020	05/18/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
				*			
864521	05/22/2020	05/18/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	05/22/2020	05/19/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	
864521	05/22/2020	05/19/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	05/22/2020	05/19/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
864521	05/22/2020	05/19/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	100000002708	
864521	05/22/2020	05/21/2020 LOCKHART, SIDNEY	2.00	\$0.80 ASSIGNED	Cell Phone	100000002708	ENG
864521	05/22/2020	05/21/2020 LOCKHART, SIDNEY	2.00	\$4.68 ASSIGNED	PC/Computer	100000002708	ENG
864521	05/22/2020	05/21/2020 LOCKHART, SIDNEY	2.00	\$11.38 ASSIGNED	Blazer/Suburbans	100000002708	ENG
864521	05/22/2020	05/21/2020 LOCKHART, SIDNEY	2.00	\$0.50 ASSIGNED	Tablet/iPad	100000002708	ENG
864521	05/22/2020	05/22/2020 LOCKHART, SIDNEY	1.00	\$5.69 ASSIGNED	Blazer/Suburbans	10000002708	ENG
864521	05/22/2020	05/22/2020 LOCKHART, SIDNEY	1.00	\$0.25 ASSIGNED	Tablet/iPad	100000002708	
864521	05/22/2020	05/22/2020 LOCKHART, SIDNEY	1.00	\$0.40 ASSIGNED	Cell Phone	100000002708	
864521	05/22/2020	05/22/2020 LOCKHART, SIDNEY	1.00	\$2.34 ASSIGNED	PC/Computer	100000002708	
864521	06/05/2020	05/27/2020 LOCKHART, SIDNEY	2.00	\$0.50 ASSIGNED	Tablet/iPad	100000002708	
		· · · · · · · · · · · · · · · · · · ·		\$0.80 ASSIGNED		100000002708	
864521	06/05/2020	05/27/2020 LOCKHART, SIDNEY	2.00		Cell Phone		
864521	06/05/2020	05/27/2020 LOCKHART, SIDNEY	2.00	\$4.68 ASSIGNED	PC/Computer	100000002708	
864521	06/05/2020	05/27/2020 LOCKHART, SIDNEY	2.00	\$11.38 ASSIGNED	Blazer/Suburbans	100000002708	ENG
		LOCKHART, SIDNEY Tota		\$138.88			
866220	05/12/2020	05/11/2020 ROBERTS, PATRICK	10.00	\$56.90 ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/12/2020	05/11/2020 ROBERTS, PATRICK	10.00	\$23.40 ASSIGNED	PC/Computer	100000002708	
866220	05/12/2020	05/11/2020 ROBERTS, PATRICK	10.00	\$4.00 ASSIGNED	Cell Phone	10000002708	INS
866220	05/13/2020	05/12/2020 ROBERTS, PATRICK	10.00	\$56.90 ASSIGNED	1/2 Ton Pick-up	10000002708	INS
866220	05/13/2020	05/12/2020 ROBERTS, PATRICK	10.00	\$23.40 ASSIGNED	PC/Computer	100000002708	
866220	05/13/2020	05/12/2020 ROBERTS, PATRICK	10.00	\$4.00 ASSIGNED	Cell Phone	100000002708	
866220	05/13/2020	05/13/2020 ROBERTS, PATRICK	10.00	\$4.00 ASSIGNED	Cell Phone	100000002708	
866220	05/13/2020	05/13/2020 ROBERTS, PATRICK	10.00	\$23.40 ASSIGNED	PC/Computer	100000002708	
866220	05/13/2020	05/13/2020 ROBERTS, PATRICK	10.00	\$56.90 ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/18/2020	05/14/2020 ROBERTS, PATRICK	10.00	\$23.40 ASSIGNED	PC/Computer	100000002708	
		· · · · · · · · · · · · · · · · · · ·		*	·		
866220	05/18/2020	05/14/2020 ROBERTS, PATRICK	10.00	\$56.90 ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/18/2020	05/14/2020 ROBERTS, PATRICK	10.00	\$4.00 ASSIGNED	Cell Phone	100000002708	
866220	05/18/2020	05/15/2020 ROBERTS, PATRICK	8.00	\$18.72 ASSIGNED	PC/Computer	100000002708	
866220	05/18/2020	05/15/2020 ROBERTS, PATRICK	8.00	\$3.20 ASSIGNED	Cell Phone	100000002708	INS

066000	05/19/2020	05/45/2020 DODEDTS DATRICK	9.00	¢45 50	ASSIGNED	1/2 Tan Diak un	100000002709	INC
866220 866220	05/18/2020 05/18/2020	05/15/2020 ROBERTS, PATRICK 05/18/2020 ROBERTS, PATRICK	8.00 10.00		ASSIGNED	1/2 Ton Pick-up Cell Phone	100000002708	
866220	05/18/2020	05/18/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220	05/18/2020	05/18/2020 ROBERTS, PATRICK	10.00		ASSIGNED	1/2 Ton Pick-up		INS
866220	05/19/2020	05/19/2020 ROBERTS, PATRICK	10.00		ASSIGNED	Cell Phone	100000002708	
866220	05/19/2020	05/19/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	10000002708	INS
866220	05/19/2020	05/19/2020 ROBERTS, PATRICK	10.00	\$56.90	ASSIGNED	1/2 Ton Pick-up	10000002708	INS
866220	05/21/2020	05/20/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220	05/21/2020	05/20/2020 ROBERTS, PATRICK	10.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/21/2020	05/20/2020 ROBERTS, PATRICK	10.00	· ·	ASSIGNED	Cell Phone	100000002708	
866220	05/21/2020	05/21/2020 ROBERTS, PATRICK	10.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/21/2020	05/21/2020 ROBERTS, PATRICK	10.00	· ·	ASSIGNED	Cell Phone	100000002708	
866220	05/21/2020	05/21/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220 866220	05/22/2020 05/22/2020	05/22/2020 ROBERTS, PATRICK 05/22/2020 ROBERTS, PATRICK	8.00 8.00		ASSIGNED ASSIGNED	Cell Phone PC/Computer	100000002708	
866220	05/22/2020	05/22/2020 ROBERTS, PATRICK	8.00	· ·	ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/22/2020	05/22/2020 ROBERTS, PATRICK	8.00	•	ASSIGNED	Cell Phone	100000002708	
866220	05/22/2020	05/22/2020 ROBERTS, PATRICK	8.00		ASSIGNED	PC/Computer		
866220	05/22/2020	05/22/2020 ROBERTS, PATRICK	8.00	·	ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/26/2020	05/26/2020 ROBERTS, PATRICK	10.00	· ·	ASSIGNED	Cell Phone		
866220	05/26/2020	05/26/2020 ROBERTS, PATRICK	10.00	-	ASSIGNED	PC/Computer		INS
866220	05/26/2020	05/26/2020 ROBERTS, PATRICK	10.00	·	ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/27/2020	05/27/2020 ROBERTS, PATRICK	10.00	\$56.90	ASSIGNED	1/2 Ton Pick-up	100000002708	INS
866220	05/27/2020	05/27/2020 ROBERTS, PATRICK	10.00	· ·	ASSIGNED	Cell Phone	100000002708	
866220	05/27/2020	05/27/2020 ROBERTS, PATRICK	10.00	\$23.40	ASSIGNED	PC/Computer	100000002708	INS
866220	05/29/2020	05/28/2020 ROBERTS, PATRICK	10.00	· ·	ASSIGNED	Cell Phone		
866220	05/29/2020	05/28/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220	05/29/2020	05/28/2020 ROBERTS, PATRICK	10.00	<u> </u>	ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/29/2020	05/29/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220	05/29/2020	05/29/2020 ROBERTS, PATRICK	10.00	·	ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	05/29/2020	05/29/2020 ROBERTS, PATRICK	10.00		ASSIGNED	Cell Phone	100000002708	
866220	05/30/2020	05/30/2020 ROBERTS, PATRICK	10.00		ASSIGNED ASSIGNED	PC/Computer	100000002708	
866220 866220	05/30/2020 05/30/2020	05/30/2020 ROBERTS, PATRICK 05/30/2020 ROBERTS, PATRICK	10.00 10.00	· ·	ASSIGNED	1/2 Ton Pick-up Cell Phone	100000002708	
866220	06/02/2020	06/01/2020 ROBERTS, PATRICK	10.00		ASSIGNED	Cell Phone	100000002708	
866220	06/02/2020	06/01/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220	06/02/2020	06/01/2020 ROBERTS, PATRICK	10.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/02/2020	06/02/2020 ROBERTS, PATRICK	10.00	·	ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/02/2020	06/02/2020 ROBERTS, PATRICK	0.50		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/02/2020	06/02/2020 ROBERTS, PATRICK	10.00	\$23.40	ASSIGNED	PC/Computer	10000002708	INS
866220	06/02/2020	06/02/2020 ROBERTS, PATRICK	10.00	\$4.00	ASSIGNED	Cell Phone	100000002708	INS
866220	06/02/2020	06/02/2020 ROBERTS, PATRICK	0.50		ASSIGNED	Cell Phone	100000002708	
866220	06/02/2020	06/02/2020 ROBERTS, PATRICK	0.50		ASSIGNED	PC/Computer	100000002708	
866220	06/04/2020	06/03/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220	06/04/2020	06/03/2020 ROBERTS, PATRICK	10.00		ASSIGNED	Cell Phone	100000002708	
866220	06/04/2020	06/03/2020 ROBERTS, PATRICK	10.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/05/2020	06/04/2020 ROBERTS, PATRICK	10.00		ASSIGNED	PC/Computer	100000002708	
866220 866220	06/05/2020 06/05/2020	06/04/2020 ROBERTS, PATRICK 06/04/2020 ROBERTS, PATRICK	10.00 10.00		ASSIGNED ASSIGNED	1/2 Ton Pick-up Cell Phone	100000002708	
866220	06/05/2020	06/05/2020 ROBERTS, PATRICK	9.00		ASSIGNED	PC/Computer	100000002708	
866220	06/05/2020	06/05/2020 ROBERTS, PATRICK	9.00		ASSIGNED	1/2 Ton Pick-up	100000002708	
866220	06/05/2020	06/05/2020 ROBERTS, PATRICK	9.00		ASSIGNED	Cell Phone	100000002708	
866220	05/27/2020	05/22/2020 ROBERTS, PATRICK	-8.00		ASSIGNED-D	Cell Phone	100000002708	
866220	05/27/2020	05/22/2020 ROBERTS, PATRICK	-8.00		ASSIGNED-D	PC/Computer	100000002708	
866220	05/27/2020	05/22/2020 ROBERTS, PATRICK	-8.00		ASSIGNED-D	1/2 Ton Pick-up	100000002708	
		ROBERTS, PATRICK Tot		\$1,648.07		,		
866220	05/13/2020	05/12/2020 ROBINSON, RYAN	3.00	· -	ASSIGNED	PC/Computer	100000002708	
866220	05/13/2020	05/12/2020 ROBINSON, RYAN	3.00		ASSIGNED	3/4 Ton Pick-up	100000002708	
866220	05/13/2020	05/12/2020 ROBINSON, RYAN	3.00		ASSIGNED	Cell Phone	100000002708	INS
		ROBINSON, RYAN Total		\$25.29				
934939	05/19/2020	05/19/2020 WAGNER, DENISE	0.02		ASSIGNED	PC/Computer	100000002708	
934939	05/19/2020	05/19/2020 WAGNER, DENISE	0.02		ASSIGNED	Cell Phone	100000002708	STD
000000	0514010000	WAGNER, DENISE Total	2.22	\$0.06			4000000000	INIO
866220	05/13/2020	05/12/2020 CDM Leica TS15P R400	3.00	· ·	UNASSIGNED		100000002708	IINS
		CDM Leica TS15P R400 T	otai	\$28.50 \$2,055.81				
		Grand Total		φ∠,∪၁၁.Ծ1				1

 Acctg Date
 Fund
 Fund Description
 Project
 Project Description
 Activity
 Oper Unit
 OU Descr
 Descr
 Sum BU Amount

 None
 \$0.00

OMI Segn	OMI Segment 4 NESPS Gatehouse Project - WRC Labor/Fringes/Non-Direct Labor Factor for Trans Dates - 05/09/2020 - 06/05/2020										
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Assign Equipment	Cost Category	Project	Activity		
525985	06/05/2020	05/27/2020	PARROTT, JEFFREY	2.00	\$152.36	REGULAR	WRCROW	100000002232	ENG		
525985	06/05/2020	06/05/2020	PARROTT, JEFFREY	2.00	\$152.36	REGULAR	WRCROW	100000002232	ENG		
525985	05/22/2020	05/11/2020	PARROTT, JEFFREY	2.00	\$152.36	REGULAR	WRCROW	100000002232	ENG		
525985	06/05/2020	05/28/2020	PARROTT, JEFFREY	2.00	\$152.36	REGULAR	WRCROW	100000002232	ENG		
					\$609.44						

·		•			·				
WOID	Date Entered	Date Worked	Name/Description	Hours/Units	Cost	Assign Equipment	Cost Category	Project	Activity
525985	05/22/2020	05/11/2020	PARROTT, JEFFREY	2.00	\$0.80	ASSIGNED	Cell Phone	100000002232	ENG
525985	05/22/2020	05/11/2020	PARROTT, JEFFREY	2.00	\$4.68	ASSIGNED	PC/Computer	100000002232	ENG
525985	06/05/2020	05/27/2020	PARROTT, JEFFREY	2.00	\$0.80	ASSIGNED	Cell Phone	100000002232	ENG
525985	06/05/2020	05/27/2020	PARROTT, JEFFREY	2.00	\$4.68	ASSIGNED	PC/Computer	100000002232	ENG
525985	06/05/2020	05/28/2020	PARROTT, JEFFREY	2.00	\$4.68	ASSIGNED	PC/Computer	100000002232	ENG
525985	06/05/2020	05/28/2020	PARROTT, JEFFREY	2.00	\$0.80	ASSIGNED	Cell Phone	100000002232	ENG
525985	06/05/2020	06/05/2020	PARROTT, JEFFREY	2.00	\$0.80	ASSIGNED	Cell Phone	100000002232	ENG
525985	06/05/2020	06/05/2020	PARROTT, JEFFREY	2.00	\$4.68	ASSIGNED	PC/Computer	100000002232	ENG
					\$21.92				

Acctg Date Fund Fund Description	Project	Project Description	Activity	Oper Unit	OU Descr	Descr	Sum BU Amount
None							

OMI Seg 4 NESPS Gatehouse Project - WRC labor-FB-NPF-EQP for 06-17-2020 meeting_

\$0.00





Public Works Commissioner Macomb County

COUNTY OF OAKLAND Oakland Co Treas-Cash Acct Bldg 12E 1200 N Telegraph Rd PONTIAC, MI 48341

Invoice Date

Invoice

06/02/2020

ARP200127

REF DATE	DESCRIPTIO	N		AMOUNT
Work Order:	# WO20016	WO Descrip: OMID Expenses/Revenue		
06/02/2020	Personnel	Reimb. 3/1-5/1/20		8,818.41
Work Order:	# WO20016	WO Descrip: OMID Expenses/Revenue		
06/02/2020	Utility Rein	mbursement		1,864.65
Work Order:	# WO20016	WO Descrip: OMID Expenses/Revenue		
06/02/2020	Various Ve	endor Reimbursement		7,482.84
			Charges	18,165.90
			Amount Due	\$18,165.90

Please direct inquiries about your account to:

Phone: (586) 469-5325 - Finance Department

Email: bruce.manning@macombgov.org

Please make checks payable to:

Macomb County Public Works Customer Number:

ustomer Number: V01091 AC: 32

Please remit your payment to: Invoice Date:

06/02/2020

Public Works

ARP200127

Finance Department

Amount Due:

\$18,165.90

21777 Dunham Road Clinton Township, MI 48036

Payment Terms:

Due Upon Receipt

ADDRESS: 21777 Dunham Road, Clinton Township, MI 48036 • Phone: 586-469-5325 • Fax: 586-469-5933 **ENGINEERING**: • Phone: 586-469-5910 • Fax: 586-469-7693 **SOIL EROSION**: • Phone: 586-469-5327 • Fax: 586-307-8264



Applied Science, Inc.

300 River Place Suite 5400 Detroit, MI 48207 Phone: (313) 567-3990 Fax: (313) 567-3750 www.asi-detroit.com

June 1, 2020

Project Invoice #16 (ASI Inv. #7606)

Joel Brown, P.E. Civil Engineer III Oakland County Water Resources Commissioner's Office One Public Works Drive, Building 95 West Waterford, MI 48328

Re: Northeast Sanitary Pump Station li# 41133 Contract #5470 v#352 (ASI Job No. 1815) exp 6/26/21

Contract Task Total:

Amount Remaining:

Invoice Period:	5/3/20 - 5/30/20				
Task No.	Task Description	Sido	Lockhort	-	Total This Invoice
1	Transition & Basis of Design Total: Subconsultants:	82912 149667	JTB 6/8/20	\$	498.00
	FK Engineering:	730639	0/0/20	\$	-
	ASI Markup 5%:	1-2842		\$	-
	Total:	engcon		\$	498.00
Task No.	Task Description				Total This
2	Design Services for Pump & E	lectrical U	pgrades		
	Total:		. •	\$	13,509.50
	Subconsultants: Metco Services FK Engineering:	82912 149667 730639	JTB 6/8/20	\$	31,220.00 4,913.55
	NTH Consultants AEW	1-3020		\$ \$	10,352.60
	ASI Markup 5%:	engcon		φ \$	2,324.31
	Total Due This Invoice:	-		\$	62,319.96
Task No.	Task Description				Total This Invoice
3	Additional Special Services				
	Total: Subconsultants:	82912	JTB	\$	-
	NTH Consultants	149667	6/8/20		
	FK Engineering:	730639		\$	11,106.50
	ASI Markup 5%:	1-3016		\$ \$	555.33
	Total Due This Invoice:	engcon		<u>\$</u>	11,661.83
	Total Due This Invoice:			\$	74,479.78
	Previous Amount Invoiced:			-	1,155,502.14
	Total Invoiced To-Date			_	1,229,981.92
					4 === 440 65

\$ 1,755,118.00

525,136.08



LG Design is a Subsidiary of CH2M Hill Engineers

Remit to:

LG Design, Inc. Attn: Judy Rives 1041 East Butler Road Greenville, SC. 29607

Tax ID: 20-0936384

6/4/2020

17

705773CH

705773CH016

84915 - 149015 - 730373 - 5456 - 1-2708 - Ch. 21 - engcon v# 22147 exp. 6/26/23 li# 41407

Oakland-Macomb Interceptor Drain Drainage District Oakland County Water Resources Commissioner One Public Works Drive Waterford, MI 48328 248-858-0958

JTB 6/5/20 Sil Lockhart

PROFESSIONAL SERVICES RENDERED FOR THE OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (OMIDDD)
BIOTRICKLING FILTER DESIGN AND CONSTRUCTION OVERSIGHT

This invoice includes labor and expenses for the period: From April 25, 2020 through May 22, 2020

> Authorized Amount: \$ 1,272,470.46 Current Invoice: Current Invoice: \$
> Total Invoiced: \$ 36,310.37 996,110.28 Percent Complete: 78.28% 276,360.18 Remaining Budget: \$

Invoice Date

CH2M HILL Project No.

CH2M HILL Invoice No.

Sequential Invoice Number:

Total Amount Due: \$ 36,310.37

Project/Task Number	Description		Total Budget		Previously Invoiced	Current Invoice	Total Invoiced	Percent Spent	Remaining Budget
1	PROJECT MANAGEMENT	\$	33,527.00	\$	33,504.07	\$ -	\$ 33,504.07	99.93%	\$ 22.93
2	PRELIMINARY DESIGN	\$	73,599.00	\$	73,519.37	\$ -	\$ 73,519.37	99.89%	\$ 79.63
3	FINAL DESIGN	\$	195,027.00	\$	195,009.84	\$ -	\$ 195,009.84	99.99%	\$ 17.16
4	BIDDING	\$	31,841.46	\$	31,840.94	\$ -	\$ 31,840.94	100.00%	\$ 0.52
5	CONSTRUCTION OBSERVATION	\$	344,187.00	\$	231,889.73	\$ 14,889.16	\$ 246,778.89	71.70%	\$ 97,408.11
6	REVIEW SUBMITTALS	\$	85,648.00	\$	85,581.87	\$ -	\$ 85,581.87	99.92%	\$ 66.13
7	CHANGES & CLAIMS	\$	17,361.00	\$	8,482.04	\$ 2,764.10	\$ 11,246.14	64.78%	\$ 6,114.86
8	SITE INSPECTION	\$	35,641.00	\$	4,307.50	\$ -	\$ 4,307.50	12.09%	\$ 31,333.50
9	PREPARE O&M MANUAL	\$	26,718.00	\$	-	\$ -	\$ -	0.00%	\$ 26,718.00
10	PROVIDE OPERATING TRAINING	\$	9,082.00	\$	-	\$ -	\$ -	0.00%	\$ 9,082.00
11	ASSIST WITH FACILITY START-UP	\$	17,129.00	\$	-	\$ -	\$ -	0.00%	\$ 17,129.00
12	PREPARE RECORD DRAWINGS	\$	9,803.00	\$	-		\$ -	0.00%	\$ 9,803.00
13	WARRANTY & PERFORMANCE REVIEWS	\$	15,925.00	\$	-	\$ -	\$ -	0.00%	\$ 15,925.00
14	PROJECT PLANNING	\$	25,000.00	\$	24,997.75	\$ -	\$ 24,997.75	99.99%	\$ 2.25
EX	EXPENSES	\$	22,711.00	\$	17,175.62	\$ -	\$ 17,175.62	75.63%	\$ 5,535.38
SUB.METCO	ELECTRICAL ENGINEERING	\$	75,570.00	\$	74,194.50	\$ -	\$ 74,194.50	98.18%	\$ 1,375.50
SUB.NTH	GEOTECH INVESTIGATION	\$	227,760.00	\$	174,046.68	\$ 18,657.11	\$ 192,703.79	84.61%	\$ 35,056.21
SUB.SDA	SITE SURVEY	\$	5,250.00	\$	5,250.00	\$ -	\$ 5,250.00	100.00%	\$ -
	Subtotal:	\$	1,251,779.46	\$	959,799.91	\$ 36,310.37	\$ 996,110.28	79.58%	\$ 255,669.18
	Allowance	\$	20,691.00	\$	-	\$ -	\$ -	0.00%	\$ 20,691.00
	Total: \$ 1,272					\$ 36,310.37	\$ 996,110.28	79.58%	\$ 276,360.18

OUTSTANDING INVOICES:

INVOICE DATE	INVOICE #	AMOUNT		
5/8/2020	705773CH015	\$	33,248.33	
Total:		\$	33,248.33	
Current invoice		\$	36,310.37	
TOTAL DUE:		\$	69,558.70	

Payment term: 30 calendar days (NET)

FINANCE CHARGES WILL BE ASSESSED AT 11/2 PERCENT PER MONTH (OR MAXIMUM PERMISSIBLE UNDER STATE LAW) ON ALL ACCOUNTS OVERDUE UNLESS STATED OTHERWISE IN OUR CONTRACT. CH2M HILL IS INCORPORATED.

Electronic payment details: Beneficiary Bank:

Wells Fargo ABA No: 121000248 Account No (USD): 4121034003 SWIFT: WFBIUS6S

Clark Hill

82912 - 149030 - 731073 - 5113 - Ch.21 ATTORNEYS AT LAW

Stevn Korth June 1, 2020

151 S. Old Woodward Avenue, Suite 200 Birmingham, Michigan 48009 Telephone (248) 642-9692 Fed.ID # 38-0425840

INVOICE

Invoice # 984816

Oakland-Macomb Interceptor Drain Drainage DistrictMay 19, 2020 Attn: Kelsey Cooke Client: 58434 c/o Oakland County Water Resources Commissioner Matter: 316432

1 Public Works Drive Waterford, MI 48328

OMID Phase 2 Project - Acquisition of Northeast Pump RE:

Stations

FOR SERVICES RENDERED through April 30, 2020

Total Services: \$270.00

INVOICE TOTAL \$270.00

04/14/20 974160 \$270.00

Past Due Balance: \$270.00

TOTAL AMOUNT DUE \$540.00

=========

CLARK HILL

P.L.C.

84915 - 149015 - 731073 - 5113 1-2232 - Ch. 21

Stevn Korth June 1, 2020

ATTORNEYS AT LAW

151 S. Old Woodward Avenue, Suite 200 Birmingham, Michigan 48009 Telephone (248) 642-9692 Fed.ID # 38-0425840

INVOICE

Invoice # 984817

Oakland-Macomb Interceptor Drain Drainage DistrictMay 19, 2020 Attn: Kelsey Cooke Client: 58434 c/o Oakland County Water Resources Commissioner Matter: 327377

1 Public Works Drive Waterford, MI 48328

RE: Contract Amendment Preparation

FOR SERVICES RENDERED through April 30, 2020

Total Services: \$243.00

INVOICE TOTAL \$243.00

TOTAL AMOUNT DUE \$243.00

========

Detroit Elevator Company

2121 Burdette Ferndale, MI 48220

Phone: (248) 591-7484 Fax: (248) 591-7491

www.detroitelevator.com

INVOICE

Invoice #

185395

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Bill To: Oakland Macomb Interceptor Drain Drainage Dist.

1 Public Works Dr.

Waterford, MI 48328

82912-149090-730660-Ch 21

Account:

Northeast Pump Station-Mod

11000 E. 8 Mile Rd.

Detroit, MI 48205

Account #:

N/EPUMPS-MOD

Date	Dec 19,2019	Terms	Net 30 Days	Route	Anderson, Jr.	Job#	49368
Inv#	185395	PO #		Territory	inactive account	Type	Modernization

JTB 6/8/20

Description	Taxable	Measure	Price	Amount
19-2104 Northeat Pump Station Elevator Modernization - Elev.	No	hour	39,425.70	\$39,425.70
new control system				
##DILLING FOR 150/ DEROCKE DER CONTRA CETTERMONE				
BILLING FOR 15% DEPOSIT PER CONTRACT TERMS				
	2 1		m 11	*
			\$0.00	
including new control system				\$39,425.70
OR 15% DEPOSIT PER CONTRACT TERMS**			\$39,425.70 \$0.00	
OR 15/0 DEL CONTENCT LEIGHD				\$39,425.70
	19-2104 Northeat Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator moderization, including new control system **BILLING FOR 15% DEPOSIT PER CONTRACT TERMS**	19-2104 Northeat Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator moderization, including new control system **BILLING FOR 15% DEPOSIT PER CONTRACT TERMS** eat Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator including new control system	19-2104 Northeat Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator moderization, including new control system **BILLING FOR 15% DEPOSIT PER CONTRACT TERMS** beat Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator including new control system	19-2104 Northeat Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator moderization, including new control system **BILLING FOR 15% DEPOSIT PER CONTRACT TERMS** Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator including new control system Taxable Non-Taxable Sub-Total

Page 1



Northeast Pump Station-Mod

\$39,425.70

Invoice # 185395

Amount

Account #

Paid

N/EPUMPS-MOD

Ferndale, MI 48220

Detroit Elevator Company

2121 Burdette

Detroit Elevator Company

2121 Burdette Ferndale, MI 48220

Phone: (248) 591-7484 Fax: (248) 591-7491

www.detroitelevator.com

INVOICE

Invoice # 187396

بابيالياسالسالياليان

Bill To: Oakland Macomb Interceptor Drain Drainage Dist.

Public Works Dr.

Waterford, MI 48328

82912-149130-730940-Ch 21

Account:

Northeast Pump Station-Mod

11000 E. 8 Mile Rd. Detroit, MI 48205

Account #:

N/EPUMPS-MOD

Date	May 15,2020	Terms	Net 30 Days	Route	Anderson, Jr.	Job#	49368
Inv#	187396	PO #		Territory	inactive account	Type	Modernization

6/8/20

Quantity	Description	Taxable	Measure	Price	Amount
1.00	19-2104 Northeast Pump Station Elevator Modernization - Elev. #8944 - Material and labor for elevator moderization, including new control system Premium for pollution liability insurance policy	No	hour	19,673.00	\$19,673.00
	least Pump Station Elevator Modernization - Elev. #8944 - Material and lab		Taxable	\$0.00	
moderization,	including new control system			Non-Taxable	\$19,673.00
D	-11 -2 12 -1 -2 - 1			Sub-Total	\$19,673.00
Premium for p	ollution liability insurance policy			Sales Tax TOTAL	\$0.00 \$19,673.00

Page 1

Account #

N/EPUMPS-MOD

Northeast Pump Station-Mod

Invoice #

187396

Amount

\$19,673.00

Paid

Detroit Elevator Company 2121 Burdette Ferndale, MI 48220



2600 W. BIG BEAVER ROAD, SUITE 300

TROY, MI 48084-3312
TELEPHONE: (248) 433-7200
http://www.dickinsonwright.com

FEDERAL I.D. #38-1364333

INVOICE DATE: MAY 13, 2020 INVOICE NO.: 1475174

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

ATTORNEY & INSURANCE ADMINISTRATOR

ONE PUBLIC WORKS DRIVE, #95

82912-14997-731073-5089-1-3020-Ch.21

WATERFORD, MI 48328

V# 4978

ATTN: JOHN BASCH

exp. 4/30/22 Stevn Korth

May 21, 2020

CLIENT/MATTER NO.: 012840-00424

RE: REVISION OF OAKLAND COUNTY PURCHASE ORDER FOR MISCELLANEOUS WORK

PRIVILEGED AND CONFIDENTIAL

TOTAL CURRENT INVOICE	\$ 10,465.00
TOTAL FEES CURRENT INVOICE	\$ 10,465.00
FOR PROFESSIONAL SERVICES THROUGH APRIL 30, 2020	<u>USD</u>

MK 5/18/20

Dickinson Wright PLLC 2600 W. Big Beaver Suite 300 Dickinson Wright PLLC 28660 Northwestern Highway Southfield, MI 48034	e Instructions: IP Morgan Chase Bank N.A.
Dickinson Wright PLLC 2600 W. Big Beaver Suite 300 Dickinson Wright PLLC 28660 Northwestern Highway Southfield, MI 48034	IP Morgan Chase Bank N.A.
2600 W. Big Beaver 28660 Northwestern Highway Suite 300 Southfield, MI 48034	
Account# 38852	28660 Northwestern Highway Southfield, MI 48034 ABA Number: 021 000 021 Swift Code: CHASUS33 (International) Account# 38852 Please Reference Invoice Numbers)



Oakland-Macomb Interceptor Drain Drainage District c/o Oakland County Water Resources Commisioner One Public Works Drive

Waterford, MI 48328 248-858-0958 Invoice Date: 6/4/2020
Jacobs Project Number: 697317CH
Sequential Invoice Number: 21
Jacobs Invoice Number: 697317CH021

84912 - 149015 - 730639 - 5216 - 1-2892 - Ch. 21 - std

v# 20192 exp. 5/15/21 li# 39942

JTB 6/5/20 Sid Lockhut

INVOICE

OMIDDD System-wide Odor/Corrosion Study

This invoice includes labor and expenses for the period From April 25, 2020 through May 22, 2020

Authorized Amount \$ 531,447.00
Current Invoice \$ 24,631.95
Total Invoiced to Date \$ 426,988.04
Remaining Budget \$ 104,458.96

Total Amount Due \$ 24,631.95

STATUS OF PREVIOUS INVOICES

		Sequential				Amount
<u>Date</u>	Invoice Number	Invoice	Invoiced Amount	Paid Date	Paid Amount	Amount Outstanding
		Number				Outstanding
09/27/2018	381161194	1	\$35,231.70	11/14/2018	\$35,231.70	\$0.00
11/07/2018	697317CH001	2	\$18,104.11	12/06/2018	\$18,104.11	\$0.00
11/13/2018	697317CH002	3	\$11,916.34	12/24/2018	\$11,916.34	\$0.00
12/17/2018	697317CH003	4	\$17,294.97	01/29/2019	\$17,294.97	\$0.00
01/09/2019	697317CH004	5	\$11,205.83	01/24/2019	\$11,205.83	\$0.00
02/15/2019	697317CH005	6	\$14,963.22	03/27/2019	\$14,963.22	\$0.00
03/11/2019	697317CH006	7	\$23,348.82	03/27/2019	\$23,348.82	\$0.00
04/17/2019	697317CH008	8	\$21,792.04	05/17/2019	\$21,792.04	\$0.00
05/21/2019	697317CH009	9	\$10,413.99	06/28/2019	\$10,413.99	\$0.00
06/05/2019	697317CH010	10	\$14,856.85	07/31/2019	\$14,856.85	\$0.00
08/13/2019	697317CH011	11	\$64,654.11	08/30/2019	\$64,654.11	\$0.00
09/17/2019	697317CH012	12	\$25,928.19	10/31/2019	\$25,928.19	\$0.00
10/21/2019	697317CH013	13	\$22,538.94	11/27/2019	\$22,538.94	\$0.00
11/04/2019	697317CH014	14	\$8,692.74	12/06/2019	\$8,692.74	\$0.00
12/04/2019	697317CH015	15	\$12,547.23	01/23/2020	\$12,547.23	\$0.00
01/10/2020	697317CH016	16	\$27,522.34	03/16/2020	\$27,522.34	\$0.00
01/31/2020	697317CH017	17	\$13,617.64	03/16/2020	\$13,617.64	\$0.00
03/02/2020	697317CH018	18	\$11,928.66	04/01/2020	\$11,928.66	\$0.00
04/03/2020	697317CH019	19	\$14,163.86	04/21/2020	\$14,163.86	\$0.00
05/08/2020	697317CH020	20	\$21,634.51		\$0.00	\$21,634.51
	TOTAL OUTSTAND	ING AMOUNT			\$21,634.51	_

Payment terms: 30 NET

To ensure accurate posting, please note the invoice number on your check.

Electronic payment details:

 Beneficiary Bank:
 Wells Fargo

 ABA No:
 121000248

 Account No (USD):
 4121034003

 SWIFT:
 WFBIUS6S

Checks payable to:

CH2M HILL ENGINEERS, INC.

P.O. Box 201869 Dallas, TX 75320 - 1869



16142 Collection Center Drive Chicago, IL 60693-0002 (800) 875-8395

Invoice # 2027	Page 1 of 1
Account Number	Date
OAKLINT-01	5/20 /2020
BALANCE DUE ON	
6/15/2020	
AMOUNT PAID	Amount Due
	\$44,200.00

Oakland-Macomb Interceptor Drain

Drainage District (OMIDD)

Building 95 West, One Public Works Dr

Waterford, MI 48328

84915-149015-1-2708-730940-STD 4724-V#683-Exp 6/1/21-Ch 21

JTB 6/5/20

Make checks payable to:

Meadowbrook Insurance Agency

Payment Methods:

ACH/Wire Information

Bank of America Acct Name: Meadowbrook Inc. Acct Number: 5401978514 ACH: Acct ABA #: 071000039

Wire: Acct ABA #: 026009593

Make checks payable to:
Meadowbrook Insurance Agency

Miscellaneous Commercial Policy Number OCIPNESPSADMIN19 Effective: 8/1/2019 to 9/1/2020

Sil Lockhart

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
90247	8/1/2019	6/15/2020	CNEW	Final of 4 Quarterly Installments	\$44,200.00

Total Invoice Balance: \$44,200.00

Payment due upon receipt.



16142 Collection Center Drive Chicago, IL 60693-0002 (800) 875-8395

82912-149667-730940-1-3020-Ch 21 67%

82912-149667-730940-1-3019-Ch 21 33%

Oakland-Macomb Interceptor Drain Drainage District (OMIDD) Building 95 West, One Public Works Dr Waterford, MI 48328

Invoice # 4625	Page 1 of 1
Account Number	Date
OAKLINT-01	5/27/2020
BALANCE DUE ON	
6/15/2020	
AMOUNT PAID	Amount Due
	\$27,500.00

Payment Methods:

ACH/Wire Information

Bank of America

Acct Name: Meadowbrook Inc. Acct Number: 5401978514 ACH: Acct ABA #: 071000039 Wire: Acct ABA #: 026009593

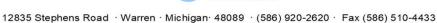
Make checks payable to:
Meadowbrook Insurance Agency

Service Fee	Policy Number	OMIDDSERVICE FEE	Effective: 5/20/2020	to 7/1/2020
	•			

6/9/20

Amount	Description	Trans	Due Date	Trans Eff Date	tem #	Item
\$27,500.00	OMIDD NESPS NIEA Preliminary Services Fee	0 NEWB	6/15/2020	5/20/2020	204544	
\$27,500.00	Total Invoice Balance:					

Payment due upon receipt.



METCO

CONSULTING
ENGINEERS

INVOICE NO. 1811-17

DATE: June 2, 2020

METCO PROJECT NO. 1811

INVOICE PERIOD: thru 5/31/2020

Contract ID 00000000000000000005517

Vendor ID 0000020486

TO: OMIDD

Water Resources Commissioner

One Public Works Drive Waterford, MI 48328

Attn: Mr. Sid Lockhart, PE

Deputy Chief Engineer/Special Projects Manager

TITLE: NESPS Operation and Maintenance

Task 3.2 - Operational Plan

Task 3.2A - OMID Operations - Fund 82912, Program 149130, Account 730373

<u>Name</u>	<u>Title</u>	<u>Hrs.</u>	Rate/Hr.			<u>Amount</u>
Raj Vijayendran, PE	Principal Engineer	0.0	\$	215.00	\$	-
Terry Moore	Operations Manager	0.0	\$	145.00	\$	-
Rosana Santos	Administrative Assoc.	0.0	\$	73.79	\$	-
Subtotal Task 3.2A:						-

Task 3.2B - NEPS Operations - Fund 82912, Program 149090, Account 730373

<u>Name</u>	<u>Title</u>	<u>Hrs.</u>	<u>R</u>	late/Hr.	<u>Amount</u>	
Raj Vijayendran, PE	Principal Engineer	8.0	\$	215.00	\$ 1,720.00	
Terry Moore	Operations Manager	73.0	\$	145.00	\$ 10,585.00	JTB 6/5/20
Darrin Green	Staff Engineer	0.0	\$	90.00	\$ -	
Rosana Santos	Administrative Assoc.	2.0	\$	73.79	\$ 147.58	Sil Lockhart
Subtotal Task 3.2B:			\$ 12,452.58			

Subtotal 3.2: \$ 12,452.58

Task 4.0 - Maintenance & Asset Management

Task 4.3A OMID Maintenance – Fund 82912, Program 149130, Account 730646

		Subt	total T	ask 4.3A:	\$ -
Darrin Green	Staff Engineer	0.0	\$	90.00	\$ -
Terry Moore	Operations Manager	0.0	\$	145.00	\$ -

Task 4.3B NEPS Maintenance – Fund 82912, Program 149090, Account 730646

Terry Moore	Operations Manager	76.0	\$ 145.00	\$ 11,020.00
Terry Moore	Operations Manager (Overtime)	12.0	\$ 195.00	\$ 2,340.00
Daniel Martel	Sr. Project Coordinator	1.0	\$ 145.00	\$ 145.00

Sean Grant	Sr. Project Engineer	0.0	\$ 145.00	\$ -
Darrin Green	Staff Engineer	152.0	\$ 90.00	\$ 13,680.00
Darrin Green	Staff Engineer-(Overtime)	9.0	\$ 135.00	\$ 1,215.00
Abhishek Shah	Staff Engineer	0.0	\$ 90.00	\$ -
Brandon Brochue	Designer/Drafter	0.0	\$ 85.00	\$ -

Subtotal: \$ 28,400.00

Maintenance Services (see attached invoices): \$ 2,484.04 JTB 6/5/20

Subtotal Task 4.3B \$ 30,884.04

Subtotal 4.3: \$ 30,884.04

TOTAL AMOUNT DUE THIS INVOICE: \$ 43,336.62



MOTOR CITY ELECTRIC TECHNOLOGIES INC.

9440 GRINNELL DETROIT, MI 48213-1151 DNE (313) 921-5300 FAX (313) 92

PHONE (313) 921-5300 FAX (313) 921-5310
"AN EQUAL OPPORTUNITY EMPLOYER"



OMID

ONE PUBLIC WORKS DRIVE, BUILDING 95

WATERFORD, MI 48328-

SID LOCKHART

82912-149090-730660

Contract# 5469 V#7755

Exp 7/30/21 LI# 41132 Customer PO Number

Job	Sub	Contract	Date	Appli	cation
Number	Job	Number	Performed	Date	Number
920567	0	001	5/20/2020	5/27/2020	92997

JA Rame

6/5/20

Item No	Description of Work		Contract	Previous	Current	To Date	Balance	Current
			Amount	Billings	Amount	Complete & Stored	To Finish	Retainage
001	NESP SCADA CUTOVER		\$1,071.58	-	\$1,071.58	\$1,071.58	-	-
		Totals:	\$1,071.58		\$1,071.58	\$1,071.58		
		Less Retained: Invoice Total:			- \$1,071.58			

AS NEEDED ELECTRICAL AND ENGINEERING SERVICES

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORTS

WORK PERFORMED 2/7/20; 5/15/20; 5/20/20

complete electrical construction



82912 - 149667 - 731444 - 2603 1-3019 - Ch. 21 - engcon

OMI Drain Drainage District V#4716 One Public Works Drive **Building 95 West**

exp. 12/31/21 li# 42499

Invoice #: 2

Project: 61-190439 Invoice Group: CS9 Invoice Date: 6/2/2020

Waterford, MI 48328

Attention: Sid Lockhart

For Professional Services Rendered from

4/25/2020

5/22/2020

Provide engineering services for the design of a new hydraulic control gate to be installed in the existing OMID Control Structure No. 9(CS-9).

JTB 6/5/20 Lil Lockhart

Task 01 **Gate Design** \$189,426.00

Preliminary Budget Amount Percent Complete:

\$189,426.00 53.90%

Analysis of Costs		This Invoice	Cumulative
Direct Salaries	\$	2,348.84	\$ 6,875.93
Overhead %	188.00	4,415.82	12,926.75
Total Regular Labor Expense	1	6,764.66	19,802.68
Premium Labor Cost	**********	0	0
Total Direct Labor		6,764.66	19,802.68
Profit / Fixed Fee %	12.00	811.76	2,376.32
Direct Expenses Charge		51.42	165.49
Expense Multiplier %	5.00	2.58	8.29
Direct Subcontractor Charge		16,808.72	75,231.57
Subcontractor/Subconsultant Multiplier %	6.00	1,008.53	4,513.90
Direct Unit Rate Charge		0.00	0.00
Total Other Direct Charges Reimbursables		17,871.25	79,919.25
Total Costs:	_	25,447.67	102,098.25
Total Due This Invoice	\$	25,447.67	\$ 102,098.25

REMIT TO: NTH Consultants, Ltd. - 41780 Six Mile Road - Suite 200 - Northville MI - 48168-3459 Please include Project No. and Invoice No. on remittance.

82912 - 149667 - 730639 - 2603 - 1-3019 - Ch. 21 - engcon

v# 4716 exp. 12/31/21

OMI Drain Drainage District li#42499 One Public Works Drive **Building 95 West** Waterford, Mi 48328

JTB 6/5/20 Sil Lockhart

Invoice #: 12 Project: 61-190078 Invoice Group: NI-EA

Invoice Date: 6/2/2020

Attention: Sid Lockhart

For Professional Services Rendered from

4/25/2020 - 5/22/2020

Engineering Design Services for Rehabilitation of NI-EA Sections PCI-4

Task 01	Project Management	\$276,159.00
Task 02	Condition Assessment	\$241,609.00
Task 03	Subsurface Utility Engineering	\$65,579.00
Task 04	Basemap Survey	\$89,327.00
Task 05	Geotechnical Investigation	\$134,797.00
Task 05A	7-Mile Utility Exploration/Design	\$0.00
Task 06	Environmental Study	\$60,642.00
Task 07	Basis of Design	\$379,785.00
Task 08	Rehabilitation Design	\$282,099.00
Task 09	Contract Drawings	\$235,070.00
Task 10	Contract Specifications	\$188,178.00
Task 11	Construction Costs	\$27,761.00
Task 12	Permits & Coordination	\$25,655.00
Task 13	Bidding Assistance	\$198,402.00
Task 14	Gate Automation	\$68,770.00
	Preliminary Budget Amount	\$2,273,833.00
	Percent Complete:	53.73%

Analysis of Costs		This Invoice	Cumulative
Direct Salaries	\$	17,977.94	\$ 187,446.75
Overhead %	188.00	33,798.53	352,399.93
Total Regular Labor Expense		51,776.47	539,846.68
Premium Labor Cost		0	0
Total Direct Labor		51,776.47	539,846.68
Profit / Fixed Fee %	12.00	6,213.18	64,781.60
Direct Expenses Charge		89.35	19,712.06
Expense Multiplier %	5.00	4.47	985.64
Direct Subcontractor Charge		84,494.50	562,544.40
Subcontractor/Subconsultant Multiplier %	6.00	5,069.69	33,752.73
Direct Unit Rate Charge		0.00	0.00
Total Other Direct Charges Reimbursables		89,658.01	616,994.83
Total Costs:	-	147,647.66	1,221,623.11
Total Due This Invoice	\$	147,647.66	\$ 1,221,623.11

REMIT TO: NTH Consultants, Ltd. - 41780 Six Mile Road - Suite 200 - Northville MI - 48168-3459 Please include Project No. and Invoice No. on remittance.

TERMS: Due upon receipt. One percent (1%) interest per month charged on invoices over 30 days old.

Cumulativo

82912 - 149662 - 730639 - 2603 - 1-3015 Ch. 21 - engcon v# 4716

exp. 12/31/21 li# 24138

Joh Ru

6/5/20

OMI Drain Drainage District One Public Works Drive Building 95 West Waterford, MI 48328 Invoice #: 16

Project: 61-190044 Invoice Group: REPAIRS Invoice Date: 6/2/2020

This invoice

Attention: Sid Lockhart

For Professional Services Rendered from

04/25/2020 - 05/22/2020

OMID System Immediate Repairs

AMP/Inspection Reports (Task 01) Rehabilitation Design (Task 02) Construction Observation (Task 03)

Analysis of Costs

\$4,587.37 \$71,617.66 \$178,109.97 \$254,315.00

Allalysis of Costs		This invoice	Cumulative
Direct Salaries (Task 01 & 02)	\$	162.08	\$ 23,340.89
Overhead %	188.00	304.71	43,880.87
Total Regular Labor Expense	***************************************	466.79	67,221.76
Premium Labor Cost		0	0
Total Direct Labor		466.79	67,221.76
Profit / Fixed Fee %	12.00	56.01	8,066.60
Direct Expenses Charge		0.00	330.08
Expense Multiplier %	5.00	0.00	66.51
Direct Subcontractor Charge		0.00	8,972.75
Subcontractor/Subconsultant Multiplier %	5.00	0.00	448.68
Direct Unit Rate Charge		0.00	0.00
Total Other Direct Charges Reimbursables		0.00	9,818.02
Total Costs:	-	522.80	85,106.38
Total Due This Invoice	<u>\$</u>	522.80	\$ 85,106.38

REMIT TO: NTH Consultants, Ltd. – 41780 Six Mile Road – Suite 200 – Northville MI – 48168-3459 Please include Project No. and Invoice No. on remittance.

TERMS: Due upon receipt. One percent (1%) interest per month charged on invoices over 30 days old.



28294 Beck Road Wixom, MI 48393 800-419-5199 FAX (248) 374-6402 www.PMTech.org

Invoice

Date

Invoice #

6/1/2020

0000138797

Bill To:

County Of Oakland A Michigan Constitional Corp 2100 Pontiac Lake Road Waterford MI 48328

82912-149090-730660 Contract# 5821 V#238 Exp 6/28/22 LI# 42705

6/8/20

Site Address:

Northeast Sewage Pumping Station - Generator 11001 East State Fair Detroit MI 48234

PO Number	Terms	Make	ı	Model		Seria	al Number	
contract	NET 30 DAYS	CAT/KATO	A2	A269500000		500000 13669-05		
KW	PM Tech's C	ther Locations	A LATE FEE	A LATE FEE of 1.5% per month,		A LATE FEE of 1.5% per month, Remit To:		D:
1825		ve Jenison, MI 49428 New Carlisle, OH 45344		18% per year, of the unpaid balance unpaid balance will be added to past			94 Beck Road om, MI 48393	
	DESCRIPT	ION		QTY	PRIC	CE EACH	AMOUNT	
Secondary Preventive Maintenance (Operational check of belts, hoses, battery, switching operation, operating temperatures, etc)			tery,	1.00		358.33	358.33	

5/28/2020

Visa, Master Card, Discover or American Express 3% processing fee added to total over \$2,0	00 Subtotal	\$358.33
	Sales Tax	\$0.00
Sign: Inv #	Balance Due	\$358.33
Card #:	This Invoice if for the Servi	ices mentioned above only,
Exp Date: Security Code:		ompleted it will be invoiced
Conditions of Sale and Limitations of Liability are on back of invoice	Varranty Disclaimer: parts and la	har not covered by the

manufactures written warranty are the owner's responsibility to reimburse PM Technologies for reasonable costs incurred.



28294 Beck Road Wixom, MI 48393 800-419-5199 FAX (248) 374-6402 www.PMTech.org

Invoice

Date

Invoice #

6/1/2020

0000138798

Bill To:

County Of Oakland A Michigan Constitional Corp 2100 Pontiac Lake Road Waterford MI 48328 82912-149090-730660 Contract# 5821 V#238 Exp 6/28/22 LI# 42705

DJ R 6/5/20

Site Address:

Northeast Sewage Pumping Station - Generator 2 11001 East State Fair Detroit MI 48234

PO Number	Terms	Make	ı	Model		Seria	al Number	
contract	NET 30 DAYS	CAT/KATO	A2	A269500000		00000 13669-04		
KW	PM Tech's C	ther Locations	A LATE FEE	A LATE FEE of 1.5% per month,		A LATE FEE of 1.5% per month, Remit To:		o:
1825		ve Jenison, MI 49428 New Carlisle, OH 45344		18% per year, of the unpaid balance unpaid balance will be added to past			94 Beck Road com, MI 48393	
DESCRIPTION			QTY	PRIC	CE EACH	AMOUNT		
econdary Preventive Maintenance (Operational check of belts, hoses, battery,			1.00		358.33	358.33		

switching operation, operating temperatures, etc)

5/28/2020

Visa, Master Card, Discover or American Express	3% processing fee added to total over \$2,000	Subtotal		\$358.33
		Sales Tax		\$0.00
Sign:	Inv #	Balance Due	7/10	\$358.33
Card #:			he Services mentione	
Exp Date: Security	Code:	if other repair wor separately.	k was completed it will	be invoiced

Conditions of Sale and Limitations of Liability are on back of invoice.

Warranty Disclaimer: parts and labor not covered by the

manufactures written warranty are the owner's responsibility to reimburse PM Technologies for reasonable costs incurred.



28294 Beck Road Wixom, MI 48393 800-419-5199 FAX (248) 374-6402

www.PMTech.org

82912-149090-730660 Contract# 5821 V#238 Exp 6/28/22 LI# 42705

Bill To:

County Of Oakland A Michigan Constitional Corp 2100 Pontiac Lake Road Waterford MI 48328 Site Address:

Northeast Sewage Pumping Station - Generator 3

Date

6/1/2020

Invoice

Invoice #

0000138799

11001 East State Fair Detroit MI 48234

J R 6/5/20

PO Number	Terms	Make	N	Model		Serial Number		
contract	NET 30 DAYS	CAT/KATO	A20	A269500000		13669-03		
KW	PM Tech's C	ther Locations	A LATE FEE	A LATE FEE of 1.5% per month,		A LATE FEE of 1.5% per month, Remit To:		D:
1825		ve Jenison, MI 49428 New Carlisle, OH 45344		18% per year, of the unpaid balance unpaid balance will be added to past			94 Beck Road om, MI 48393	
DESCRIPTION			QTY	PRIC	CE EACH	AMOUNT		
Secondary Preventive Maintenance (Operational check of belts, hoses, battery,			1.00		358.33	358.33		

switching operation, operating temperatures, etc)

5/28/2020

Visa, Master Card, Discover or American Express 3% processing fee added to total over \$2,000 Subtot	al \$358.33			
Sales	Tax \$0.00			
	sice Due \$358.33			
Fyn Date: Security Code:	This Invoice if for the Services mentioned above only, if other repair work was completed it will be invoiced separately.			

Conditions of Sale and Limitations of Liability are on back of invoice. $\label{eq:Liability}$

Warranty Disclaimer: parts and labor not covered by the

manufactures written warranty are the owner's responsibility to reimburse PM Technologies for reasonable costs incurred.





Oakland-Macomb Interceptor Drainage District

Sid Lockhart-Oakland County Water Resources Invoice No: 03559.00 - 90

One Public Works Drive 82912 - 149667 - 731444 - 5158 - 1-3020 - Ch. 21 - engcon

Building 95-West Waterford, MI 48328

v# 16918 exp. 6/30/22

6/8/20

June 5, 2020

Project 03559.00 Oakland-Macomb Interceptor Drainage

Professional Services from May 1, 2020 to May 31, 2020

Task 9.0 NESPS Mechanical and Electrical Upgrades

Professional Personnel

Additional Fees

 Overhead
 149.10 % of 2,057.00
 3,066.99

 Profit
 10.00 % of 5,123.99
 512.40

 Total Additional Fees
 3,579.39
 3,579.39

Total this Task \$5,636.39

Total this Invoice \$5,636.39

Please remit payment to: PMA CONSULTANTS LLC, PO BOX 675234, DETROIT, MI 48267-5234. Please direct any questions regarding this invoice to Samantha Zeisler, Project Administrator, at 734-418-7897 or szeisler@pmaconsultants.com.

ROTOR ELECTRIC CO.

Rotor Electric Company of Michigan, LLC.

9522 GRINNELL
DETROIT, MI 48213-1151
PHONE (313) 891-0331 FAX (313) 921-5310
"AN EQUAL OPPORTUNITY EMPLOYER"



OMID 1 PUBLIC WORKS DRIVE WATERFORD, MI 48328Customer PO Number Professional Services Contrac
 Job
 Sub
 Contract
 Date
 Application

 Number
 Job
 Number
 Performed
 Date
 Number

 719707
 0
 001
 4/29/2020
 5/5/2020
 12319

JOEL BROWN

Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Date Complete & Stored	Balance To Finish	Current Retainage
001	SWITCHGEAR MAINTENANCE AND TESTING	\$8,812.94	-	\$8,812.94	\$8,812.94	-	-
	Totals:	\$8,812.94		\$8,812.94	\$8,812.94		
	Less Retained: Invoice Total:			- \$8,812.94			

REMOVE AND REPLACE BATTERY CHARGER #2

82912-149090-730660-Ch 21 5807-v#22125-Ll#42614 Exp 6/28/22 JI Ru

6/8/20

complete electrical construction

"We herby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition TO OWNER: PROJECT: OMIDDD NESPS Mech. And Elec. Improvements 220008 Pre-Con 4 APPLICATION NO: Distribution to: Oakland Macomb Interceptor Drain Drainage District c/o Oakland County WRC 5/29/2020 PERIOD TO: OWNER: 1 One Public Works Drive, Building 95 West Waterford, MI 48328-1907 OMIDDD Proj# 1-3020 CONSTRUCTION MANAGER: 🗸 ATTENTION: VIA CONSTRUCTION MANAGER: **FUND 82912** PROGRAM: 149667 ARCHITECT: Joel T. Brown P.E. CJ Pokorny **ACCOUNT** 730373 OTHER: Walsh Construction Company II, LLC 3031 West Grand Blvd. Ste.640 ENGCON ACTIVITY Detroit, MI 48202 VENDOR ID 23191 LINE ITEM 43331 **Expiration: 12/16/2022** PROJECT APPLICATION FOR PAYMENT PROJECT CERTIFICATE FOR PAYMENT JTB 6/5/20 In accordance with the Contract Documents, based on evaluation of the work and the Application is made for Payment, as shown below, in connection with the Project AIA data compromising this Application, the Construction Manager certifies to the Owner that to Document G703, Schedule of Values, is attached for payment the best of its knowledge, information and belief the Work has progressed as indicated: the quality of the Work is in accordance with the Contract Documents; and the 1. TOTAL CONTRACT SUMS (Item D Totals) 570.000.00 Construction Manager recommends to the Owner and Architect that the Contractors be paid the AMOUNTS set forth in the attached Schedule of Values for Payment. 2. TOTAL NET CHANGES BY CHANGE ORDERS \$1,624,560.00 3. TOTAL CONTRACT SUM TO DATE 2,194,560.00 4. TOTAL COMPLETED & STORED TO DATE (Item G Totals) \$ 587,230.75 \$ 5. LESS PREVIOUS TOTAL PAYMENTS (Item J Totals) \$452,566.75 134.664.00 **TOTAL OF AMOUNTS CERTIFIED** 6. CURRENT PAYMENT DUE 134.664.00 CONSTRUCTION MANAGER: The undersigned Construction Manager certifies that to the best of it's knowledge, information and belief this 6/2/2020 Project Application for Payment is an accurate compilation of the Contract's Application for Payment, attached hereto. **CONSTRUCTION MANAGER:** In accordance with the Contract Documents, based on evaluation of the work and the data compromising Date: 6/2/2020 this Application, the Construction Manager's recommendation, the Architect certifies to the Owner that to the best of its knowledge, information and belief the Work has progressed as indicated; the quality of the Work is in accordance with the Contract Documents; and the Contractors are entitled to payments of the State of: AMOUNTS set forth in the attached Schedule of Values for Payment. County of: ARCHITE Subscribed and sworn to before me this day of Notary Public My Commission expires: JULIE A HAYDON Notary Public - Michigan Lapeer County My Commission Expires Dec 1, 2021

Acting in the County of Wayne

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 15

Presentation regarding Automatic Gate Closure and Hydraulic Pressure Sensors







Oakland-Macomb Interceptor Drain Drainage District

TO: Michael Gregg, Chairperson

Oakland-Macomb Interceptor Drain Drainage District

FROM: Flow Metering Work Group

SUBJECT: Control Structure Automatic Gate Closure & Hydraulic Pressure Sensors

DATE: June 12, 2020

Introduction

The purpose of this memorandum is to detail new operational measures implemented by the Macomb County Public Works Office (MCPWO) and adopted by the Macomb County Interceptor Drain Drainage District (MIDDD) specifically related to the automated storage mode and hydraulic pressure sensors at Control Structure No. 3 (CS-3). These two items were developed in tandem for the CS-3 structure by Motor City Electric Technologies (MCET) on behalf of the MIDDD. The Flow Metering Work Group (FMWG) has reviewed these measures and intends on having MCET implement the automatic storage mode and hydraulic pressure sensors at the following OMID control structures: CS-5, CS-6, CS-7, and CS-8. This memorandum is being presented to the OMIDDD Board at the June 17, 2020 OMIDDD Board meeting for record documentation and Board comment with the recommendation that the Board receive and file it.

Automatic Gate Closure

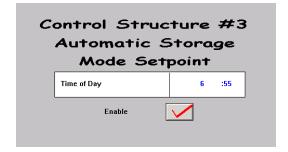
Recently, the MIDDD developed and tested a new automatic storage mode feature for CS-3. This feature allows for this control structure to automatically enter Storage Mode at a designated time, rather than have a person manually enable the existing pre-programmed Storage Mode. This was tested over several months in late 2019 and has been fully implemented as a standard practice at CS-3.

This automatic storage mode allows the user to set a specific time when the gate enter Storage Mode. Typically, the control gates are closed in the early morning hours for work in the MIDDD/OMIDDD systems by manually placing the gates into Storage Mode at a designated time for the project. The proposed automatic storage mode allows the gates to be placed into Storage Mode automatically, which does not require the operator to enable the sequence manually, saving personnel time and cost savings while adding reliability. The designated operator enters a user defined time at which the Storage Mode shall commence and checks an "enable" button, engaging the automatic storage mode to be active. Once the automatic storage mode time is reached, the gates will enter the existing Storage Mode. At this time the check box, engaging automatic storage mode, will automatically uncheck, requiring the operator to physically make the decision if storage will commence on the subsequent day and then operator shall enable the automatic closure check box once that decision has been vetted. See below for a screen shot from the Supervisory Control and Data Acquisition (SCADA) program.

Automatic Storage Mode Disabled

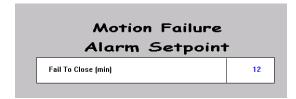
Control Structure #3 Automatic Storage Mode Setpoint Time of Day 6 :55

Automatic Storage Mode Enabled



The automatic storage mode also has a built in alarm, which will alert the operator if the gates fail to close, after a user defined time has passed, beyond the automatic storage mode time set point. See below for a screen shot from SCADA.

Alarm Set Point



It is the intent of the automatic storage mode to be implemented for CS-5, CS-6, CS-7, and CS-8 independently. Meaning, that each of these control structure will have a unique automatic storage mode feature that is not linked to the other control structures.

Hydraulic Pressure Sensors

Recently, the MIDDD also implemented hydraulic pressure sensors on the cap and rod side of the hydraulically operated sluice gates at CS-3. The purpose of the hydraulic pressure sensor was to provide another redundant indicator for when the sluice gates at CS-3 were OPEN or CLOSED. The hydraulic pressure sensors along with programmed logic monitor pressure differential across the hydraulics in the gate actuators. Once the logic indicates that the gate is OPEN or CLOSED, this is displayed in SCADA. These sensors also allow for pressure readings on the hydraulic cylinders to be trended over time, providing valuable information to the operators remotely on how the hydraulic pressure are performing.

Over time, the existing proximity switches (physical OPEN/CLOSED limit switches) and the existing gate position indicators (analog position indicator on actuator) tend to fail, due to the harsh environment they are located in. Although the proximity switches and position indicators at CS-3 are currently in good working condition, experience at the other control

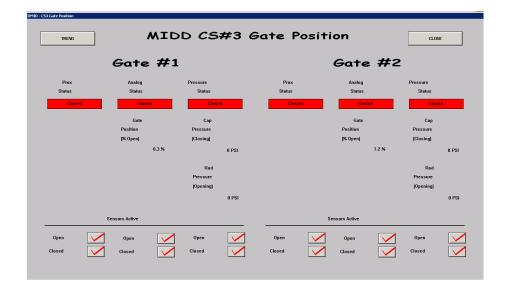
structures has shown that these sensors are extremely difficult and expensive to repair and/or replace. Due to the corrosive environment where the proximity switches and position indicators are located, useful life can be reduced.

Through testing the hydraulic pressure sensors, the MIDDD has determined that these are a valuable and cost effective option for position indication on the CS-3 gates. Another benefit of the hydraulic pressure sensors is the ease of maintenance. Since these devices are located in the control cabinet at the surface, no entries to the interceptor are required, significantly lowering the cost and effort of maintenance. Shown below is a photo of the installed hydraulic pressure sensors at CS-3.



Hydraulic Pressure Sensors

As currently implemented for CS-3 in the MIDDD, all three sensors are proposed as active assets. For the operation of the hydraulic pressure sensors, the MIDDD implemented a "setpoints" screen within SCADA. This screen allows the operator to easily see which of the three (3) gate position indicators is acknowledging an OPEN or CLOSED condition of the gate. When all three (3) sensors are working as designed, they will all be utilized in determining if the sluice gate is OPEN or CLOSED. If all three (3) sensors are checked within SCADA, the gate will only show OPEN or CLOSED state if all three (3) sensor indicate this condition. Shown below is a screenshot from this SCADA page, showing that the two (2) sluice gates are CLOSED as all three (3) sensors have meet this condition. If one of the sensors becomes problematic, the operator can simply "uncheck" it from the logic until it can be investigated and repair.



SCADA "Setpoints" Screen Screenshot

At this time, there are known issues with the proximity switches and/or position indicators at the sluice gates for CS-5, CS-6, CS-7, and CS-8. There is currently a project scheduled to make modifications to the control structures to provide access for repairs/replacements of the proximity switches and/or position indicators. However, this project will take some time to complete and is a relatively high cost. Adding the hydraulic pressure sensors and logic to the CS-5, CS-6, CS-7, and CS-8 will provide the redundancy needed until the long term repairs can be accomplished and provide the long term operational redundancy necessary for the reliable operation of the control structures, at a relatively low cost and short implementation time.

Project Implemetation

The FMWG plans to proceed with implementation of the above measures for the OMIDDD control structures. Motor City Electric has provided a quote for each of these items.

Automatic Gate Closure Logic & Programming: \$1,800.00

Hydraulic Pressure Sensor Installation & Programming: \$15,636.00

Detailed quote and scope attached.

Total Project Cost: \$17,436.00

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 16

Other Business

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AND OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE DISTRICT

ROMEO ARM LINING – SEGMENT 5 PROJECT CONTRACT

THIS CONTRACT is made and entered into as of the _____ day of June 2020, by and between the OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT ("OMID"), a Michigan public body corporate, and the MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT ("MID"), a Michigan public body corporate. In this Contract, either OMID and/or MID may also be referred to individually as a "Party" or jointly as "Parties."

Recitals:

WHEREAS, the MID is a Michigan public body corporate established in accordance with Chapter 20 of the Drain Code, MCL 280.461 *et seq.*, and is under the jurisdiction of a statutory drainage board; and,

WHEREAS, the MID is an intracounty drain established in 2009 to acquire and improve certain sanitary sewer interceptors, pump stations, meters and appurtenant facilities originally constructed and owned by the City of Detroit to provide wastewater transportation and disposal services to 11 communities located east of the International Transmission Company corridor within Macomb County; and,

WHEREAS, the OMID is a Michigan public body corporate established in accordance with Chapter 21 of Michigan Public Act 40 of the Public Acts of 1956, as amended (the "Drain Code"), MCL 280.511 *et seq.*, under the jurisdiction of a statutory drainage board; and,

WHEREAS, the OMID is an intercounty drain established in 2009 to acquire, improve, operate and maintain certain sanitary sewer interceptors, pump stations, meters and appurtenant facilities originally constructed and owned by the City of Detroit to provide wastewater transportation and disposal services to 23 communities within Oakland and Macomb counties; and,

WHEREAS, an inspection revealed that a portion of the Romeo Arm sewer and related appurtenances requires slip lining, as identified in the approved plans and specifications ("Plans and Specifications") prepared by FK Engineering Associates, dated April 21, 2020, commonly known as the "Romeo Arm Lining – Segment 5 Project," FKE Project Number 19-134 (the "Project"); and,

WHEREAS, there is an urgent need for the Project in order to promote the health and welfare of the residents thereof, which would likewise benefit the OMID, and the Parties have concluded that the Project can be constructed most economically and efficiently by the MID through the exercise of the powers conferred by the Drain Code; and,

WHEREAS, Plans and Specifications for the Project and an estimate of the OMID borne costs thereof, herein referred to as the Estimated Cost of the Project, have been prepared, and approved by the OMID and the MID, said estimate of cost being set forth in Exhibit A; and,

WHEREAS, in accordance with the terms and conditions set forth in this Contract, the OMID has agreed to pay a portion of the Project estimated to cost \$562,500.00 in accordance with the accepted bid for the Project received from Oscar Renda Contracting; and,

WHEREAS, pursuant to Sections 471 and 523 of the Drain Code, the Parties are authorized to execute this Contract according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and Contracts set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the OMID and the MID mutually agree as follows:

Article I. Statement of Authority and Purpose; Project and Estimate of Cost.

- 1.1 <u>Authority</u>. Pursuant to the Drain Code, specifically MCL 280.471 and 280.523, and any other applicable laws of the State of Michigan, the MID and the OMID enter into this Contract to establish terms and conditions for the Project. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Contract.
- 1.2 <u>Purpose.</u> The Parties agree and approve the Project, as provided herein, and approve the designation of the "Romeo Arm Lining Segment 5 Project" as the name of the Project. The Project is described in the approved Plans and Specifications prepared by FK Engineering Associates, dated April 21, 2020, FKE Project Number 19-134, which includes the following scope: (A1) Removal and Disposal of Sludge, Debris, and Sediments, PCI-7 MH-111 to CS-4; (A2) Slip Lining PCI-7 MH-111 to CS-4 with GFRPMP; and (A3) Manhole PCI-7 MH-111 Spray Lining.
- Project and Estimated Cost of the Project; Final Plans and Specifications; Variations. The Project shall consist of the lining of the facilities as described and specified in the Plans and Specifications which are on file with the MID and are incorporated by reference as part of this Contract. The Project shall be constructed substantially in accordance with the Plans and Specifications, prepared and submitted by the consulting engineers, with the understanding of the Parties that variations therefrom that do not materially change the location, capacity or overall design of the Project, and do not require an increase in the total estimated cost of the Project, may be permitted on the sole authority of the MID. Other variations or changes may be made if approved by the MID and the OMID and if provisions required by Section 2.2 are made for the payment of any resulting increase in the total Estimated Cost of the Project. The Estimated Cost of the OMID borne portion of the Project in the amount of \$562,600.00 as set forth in Exhibit A, is approved and adopted.

Article II. MID Responsibilities.

- 2.1 The MID shall proceed to:
 - (a) enter into construction contracts for the Project;
 - (b) procure from the contractor(s) all necessary and proper bonds;
 - (c) cause the Project to be constructed; and,
 - (d) do all other things required by this Contract and Michigan law and regulations.
- 2.2 Project Variations and Change Orders. The MID shall have sole authority to approve variations or changes during construction that do not materially change the location, capacity or overall design of the Project, and do not require an increase in the Estimated Cost of the Project. Except as otherwise provided herein, in the event that it shall be necessary to increase the Estimated Cost of the Project for any reason, or if the actual cost of the Project shall exceed the Estimated of Cost of the Project, whether as the result of variations or changes made in the approved plans or otherwise, then the OMID shall not be obligated to pay such increase or excess cost unless the governing body of the OMID shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by increased or additional payments agreed to be made by the OMID in the manner as hereinafter provided.
- 2.4 <u>Contract Administration</u>. The MID will be responsible for contract administration. The MID is hereby authorized, but not required to utilize Macomb County personnel and/or retain the services of a third-party engineering firm to perform contract administration for the Project. The payment for such services shall be the responsibilities of the Parties and allocated between the Parties in accordance with Article III, as part of the cost of the Project. All certificates required for payments to contractors shall be approved by the consulting engineers before presentation to the MID, and the MID shall be entitled to rely on such approval in making payments.
- 2.5 <u>Contractor Insurance</u>. The MID shall require all contractors engaged for the Project to provide commercial general liability, umbrella or excess coverage, workers' compensation, and other insurance; and shall require the contractors to name or provide an endorsement naming the MID, the OMID, the Michigan Department of Agriculture and Rural Development, Macomb County, Oakland County, and their respective elected officials, officers and employees, as additional insureds under the required insurance.
- 2.6 <u>Property Access</u>. To the extent the Project requires access rights, the OMID will cooperate and assist the MID with obtaining and securing the right of access to all public and private property necessary for the Project. The costs associated with securing the right of access necessary for the Project shall be allocated between the Parties in accordance with Article III, as part of the cost of the Project, and regardless of whether said expense exceeds the Estimated Cost of the Project as set forth in **Exhibit A**.

- 2.7 <u>Permits.</u> The OMID will cooperate and assist the MID with obtaining and securing all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract. The cost for securing the same shall be the responsibilities of the Parties and allocated between the Parties in accordance with Article III, as part of the cost of the Project, and regardless of whether said expense exceeds the Estimated Cost of the Project as set forth in **Exhibit A**.
- 2.8 <u>Compliance with Laws and Regulations</u>. The Parties will comply with all federal and state laws, regulations, and requirements applicable to the obligations under this Contract.
- 2.9 <u>Ownership, Operation and Maintenance</u>. After completion of the Project, the MID shall be the owner of the Project and shall be responsible for its operation and maintenance.

Article III. Consideration and Payment of Project Costs.

- 3.1 Consideration and Payment of Project Costs. In consideration of the conditions set forth in this Contract, the MID will pay the Project Cost out of available funds, and the OMID agrees to reimburse the MID the estimated cost based on the accepted bid received from Oscar Renda Contracting in the amount of \$562,500.00, subject to Project Variations and Change Orders, if any (to the extent such Project Variation and Change Orders affect the portion of the Project described herein) as set forth in Section 2.2. Upon written request, the Parties will provide to each other all relevant documentation evidencing the final costs of the Project. The Parties shall have the right to inspect and review all documentation evidencing the final total costs of the Project.
- 3.2 Project Costs and Overhead. The MID shall be responsible for all administration and construction Costs and Overhead (including attorney fees and all dispute resolution costs) of the Project, all costs and expenses relating to lawsuits as described in Section 3.3 and all costs described herein, in the same manner as provided in Section 3.1 with respect to other costs of the Project. The Parties agree that the term "Costs" shall be defined in this Contract as the labor, including statutory and customary fringe benefits, overtime, material and supplies, power and utility services, vehicle/equipment rental and subcontractor services devoted specifically to the Project, and any other costs identified in this Contract. The term "Overhead" shall be defined in this Contract to include the following: all allocation of the labor cost, including statutory and customary fringe benefits of personnel responsible for administering this Contract or supervising the work performed in conjunction with this Contract; an allocation of expenses of the MID and the OMID; and an allocation of the indirect cost of the MID and the OMID charged to Macomb County or Oakland County for support services, such as (but not limited to) legal, personnel, accounting, computer support and insurance/risk management.
- 3.3 <u>Liability and Claims; Selection of Legal Counsel</u>. The Parties agree the costs and expenses of any lawsuits or claims arising directly or indirectly out of this Contract or the construction of the Project, to the extent that such costs and expenses are chargeable to the MID or the OMID, shall be deemed to constitute a part of the cost of the Project and shall be paid and allocated between the Parties in accordance with Article III, as part of

the cost of the Project and regardless whether said expense exceeds the Estimated Cost of the Project as set forth in **Exhibit A**. In the event of litigation against the MID in relation to the Project, the MID will consult with the OMID and retain legal counsel agreeable to the MID and the OMID to represent the MID; provided that, if the MID and the OMID cannot agree as to such representation within a reasonable time, the MID shall exercise its discretion and retain legal counsel. This paragraph shall not apply to a lawsuit instituted by the MID or the OMID to enforce its rights under this Contract.

Article IV. Effective Date; and Term.

- 4.1 <u>Effective Date</u>. This Contract shall become effective upon the approval by resolutions of the drainage boards of the MID and of the OMID; and execution by each Party.
- 4.2. <u>Term.</u> This contract shall terminate upon completion of the Project.

Article V. General Provisions.

- 5.1 Governing Law. This Contract is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 5.2 Reservation of Rights; Governmental Function. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Contract will be in the exercise or discharge of a governmental function. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- 5.3 <u>Severability</u>. If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Contract or make execution impractical.
- 5.4 <u>Binding Contract; Assignment; and Amendments</u>. This Contract will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Contract signed by both Parties, and the assignor binding the assignee to the terms and provisions of this Contract.

- 5.5. <u>Counterparts</u>. This Contract may be executed in any number of counterparts, and each counterpart shall be considered a valid original.
- 5.6 <u>Captions</u>. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- 5.7 <u>Notices</u>. All correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with the U.S. Postal Service to be delivered to the following:

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT:

MACOMB INTERCEPTOR DRAIN DRAINAGE BOARD Attn: MACOMB COUNTY PUBLIC WORKS COMMISSIONER 21777 Dunham Road Clinton Township, Michigan 48036

OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE DISTRICT:

OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE BOARD
Attn: OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive
Waterford, Michigan 48328

- Notice of Claims; Cooperation. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way, the Project. Unless otherwise provided by law and/or the Michigan Court Rules, the Parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of the obligations under this Contract.
- 5.9 Recitals. The recitals shall be considered an integral part of the Contract.

[Signatures on following page]

IN WITNESS WHEREOF, this Contract if executed by the Parties on the date hereafter set forth in the opening paragraph of this Contract.

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT							
By: Candice S. Miller, Macomb County Public Works Commissioner in her capacity as Chairperson For the Macomb Interceptor Drain Drainage Board							
OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE DISTRICT							
By: Michael Gregg, Deputy Director of the Michigan Department of Agriculture and Rural Development in his capacity as Chairperson For the Oakland-Macomb Intercounty Drain Drainage Board							

EXHIBIT A - PCI-7 Cleaning and Lining Cost Estimate

AGREEMENT BETWEEN MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AND

OAKLAND-MACOMB INTERCDEPTOR DRAIN DRAINAGE DISTRICT

	Alternate Items											
			Engineer's Estimate	Engineer's Notes	Quadex Lining Systems		L. D'Agostini & Sons, Inc.		Oscar Renda Contracting		Average Bid Amount	
		Unit	Estimated Quanitiy	2000.000	_	Unit Bid Price	Bid Amount	Unit Bid Price	Bid Amount	Unit Bid Price	Bid Amount	
А	Removal and Disposal of Sludge, Debris, and Sediments PCI-7 MH-111 to CS-4	TON	300	\$15,000.00	This value was based on estimate from sewer walk (15 ton) before RedZone info	\$1,120.00	\$336,000.00	\$993.00	\$297,900.00	\$100.00	\$30,000.00	\$221,300
А	Slip Lining PCI-7 MH-111 to CS-4 with GFRPMP	LF	220	\$264,000.00	about \$1645/ft	\$2,300.00	\$506,000.00	\$2,019.50	\$444,290.00	\$2,150.00	\$473,000.00	\$474,430
А	Manhole PCI-7-MH-111 Spray Lining	SF	700	N/A	This was added after our cost estimate was completed	\$35.00	\$24,500.00	\$51.50	\$36,050.00	\$85.00	\$59,500.00	\$40,017
	PCI-7 Subtotal \$430,000.00		\$430,000.00	If 300 ton value is used, then PCI-7 subtotal would be \$715,000		\$866,500.00		\$778,240.00		\$562,500.00	\$735,747	

Oakland-Macomb Interceptor Drain Drainage District

Regular Meeting – Wednesday June 17, 2020

Agenda Item No. 17

Adjourn