



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
December 13, 2021
7:30 PM**

Public audience can also view the Regular City Council Meetings live via YouTube at
www.youtube.com/cityofromulus

Pledge of Allegiance

Roll Call

1. Agenda

- A. Approval of Agenda

2. Minutes

- A. Approval of minutes from the regular meeting held on Monday, December 6, 2021, at 7:30 p.m.
- B. Approval of minutes from the special meeting - study session held on Monday, December 6, 2021, at 6:30 p.m. to discuss Quarterly Investment Report.

3. Petitioner

- A. Petitioner: Rev. Arthur Willis Petition: 2022 Annual MLK Day Community March & Road Closure Request

4. Chairperson's Report, John Barden, Mayor Pro-Tem

- A. Approval of the Chairperson's Report

5. Mayor's Report – Robert A. McCraight, Mayor

- A. Low Income Household Water Assistance Program (LIHWAP)
- B. Primary and Alternate DUWA Designation
- C. Professional Services Agreement - OHM
- D. Professional Services Agreement - Hennessey Engineers, Inc.
- E. Professional Services Agreement - ROWE
- F. ITB 21/22-07 Five (5) Year Contractual Services Agreement - Generator Maintenance
- G. ITB 21/22-08 Water System - Small Parts

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

- A. Study Session Request for Tuesday, December 28, 2021, at 6:45 p.m. to discuss the draft of the City of Romulus non-Motorized Pathway Plan
- B. Study Session Request for Monday, January 24, 2022, at 6:15 p.m. to discuss the Lead Service Line Status for the City of Romulus

7. Treasurer's Report – Stacy Paige, Treasurer

8. Boards and Commission's Report

- A. Officers Compensation Report

9. Public Comment - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.

10. Unfinished Business

11. New Business

12. Warrant

A. Approval of Warrant #: 21-23 for Checks presented in the amount of \$1,486,657.26

13. Communication

14. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

Any member of the public shall have the right to address the City Council, Board or Commission on any item on the agenda under the following conditions:

1. Individuals requesting to address City Council, a Board or Commission on an agenda item or under public comment must fill out a “*Request to Address*” card provided – listing name, address, phone number and agenda item on which comments are desired to be made and present it to the Clerk or recording secretary.
2. When the agenda item is reached, the clerk or recording secretary shall call upon the person or persons who filed the request to speak. A member of the public shall not be permitted to enter into debate with a petitioner.
3. Individuals that would like to address City Council under the public comment portion of the agenda, must raise their hand and when recognized by the chair, the person shall approach the microphone and state their name and address.
4. Remarks shall be limited to three (3) minutes, subject to being extended an additional three (3) minutes by consent of the chair. There shall be no personal attacks. Remarks shall not contain any profanity, racial, ethnic, religious, sexual or national origin slurs or overtones. Anyone making such remarks shall lose his/her right to address the City Council, Board or Commission.
5. No person shall be permitted to address the group on any item more than once at any one meeting without the approval of a majority of the quorum present.
6. All of the foregoing does not apply to a person previously granted a hearing at the meeting in question.
7. This rule does not permit members of the public to join in debate or discussion with petitioners, members of the body or with other members of the public present at such meeting.
8. Once a motion is on the floor, discussion from the public shall no longer be permitted on that agenda item.
9. The public may make a request to the Chairperson of the Council on a form provided by the Clerk, to be added to the agenda of a future Council meeting to address a subject that Council would have authority to address. If the Chairperson denies the request, the request may be made to the entire Council under the Public Comment section of the Council’s agenda. If the request is granted by a majority of the Council, it will be added as an agenda item at the next regular meeting of the Council.

The meeting will be held in the City Council Chambers, Romulus City Hall, 11111 South Wayne Road, Romulus, MI 48174. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA), is asked to contact the Clerk’s Office (734-942-7540) 48 hours prior to the meeting – the staff will be pleased to make the necessary arrangements.



City of Romulus

Agenda

Council Meeting Held: **December 13, 2021**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **December 13, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, December 6, 2021, at 7:30 p.m.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

December 6, 2021

Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 7:30 p.m. by Mayor Pro-Tem John Barden

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams

Absent / Excused:

Administrative Officials in Attendance:

Robert A. McCraight, Mayor

Stacy Paige, Treasurer

D'Sjonaun Hockenhull, Deputy Clerk

Administrative Staff in Attendance:

Stephen Hitchcock- City Attorney; Maria Farris - Finance Director; Gary Harris - Purchasing Director

1. Agenda

- A.** Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the agenda as presented.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

2. Minutes

- A.** **Res. #21-344** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the minutes from the regular meeting held on Monday, November 22, 2021, at 7:30 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

3. Petitioner - None

4. Chairperson's Report, John Barden, Mayor Pro-Tem

Res. #21-345 Moved by **Tina Talley**, seconded by **Kathy Abdo** to adopt a memorial resolution for the family of Earl Ford.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

Res. #21-346 Moved by **Tina Talley**, seconded by **Celeste Roscoe** to adopt a memorial resolution for the family of Robert Dean Jesko.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

Res. #21-347 Moved by **Virginia Williams**, seconded by **Eva Webb** to adopt a memorial resolution for the family of Dorothy Phenix Byrd.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- A. Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

5. Mayor's Report – Robert A. McCraight, Mayor

- A. **Res. #21-348** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to concur with the Administration and authorize the Mayor and Clerk to enter into the Subrecipient Agreement for the Wayne County Emergency Rental Assistance Program (ERAP) effective from October 1, 2021, through September 22, 2022.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- B. **Res. #21-349** Moved by **Eva Webb**, seconded by **William Wadsworth** to concur with the Administration and authorize the Mayor and Clerk to enter into the grant agreement between the State of Michigan - Michigan Indigent Defense Commission (MIDC) and the Department of Licensing and Regulatory Affairs (LARA) and the City of Romulus from October 1, 2021, to September 30, 2022, with a local share of \$54,774.50.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- C. **Res. #21-350** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to concur with the Administration and legal and adopt the resolution authorizing the Mayor and Clerk to enter into the Option Agreement to Purchase Communications Easement, and Easement and Assignment Agreement for 6900 Wayne Road Romulus, MI 48174 with American Towers, LLC. The City of Romulus shall receive a lump sum payment of \$600,000.00.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb

Nays - Williams

Motion Carried

- D. **Res. #21-351** Moved by **William Wadsworth**, seconded by **Tina Talley** to award Bid ITB 21/22-09 Official Publications Newspaper for the publication of all City notices to Associated Newspaper for the calendar year 2022 at a per column inch price of \$4.75 per inch.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb,

Nays - Williams

Motion Carried

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

- A. **Res. #21-352** Moved by **Virginia Williams**, seconded by **Kathy Abdo** to reschedule the Regular Meeting from Monday, December 27, 2021, to Tuesday, December 28, 2021.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige announced that winter tax bills have been mailed and should already be received by residents. She asked residents to contact her office if there are any questions or if they did not receive their tax bill. She also expressed her deep condolences to the family of Dorothy Byrd.

8. Public Comment

A resident inquired about the purchase agreement with American Towers and their ability to add a 5G cell tower. She also inquired about the MIDC Program and its role in hiring criminal defense investigators. A resident informed the Council and listening audience about the dangers of button batteries and the damage done to children if ingested.

9. Unfinished Business - None

10. New Business

Councilperson Abdo announced to the residents that the Romulus Library is looking for a part-time library assistant.

11. Communication

Councilperson Talley read the winning letter from the "Why I Love Romulus Contest". She thanked all the participants of the contest and hope to repeat it annually on the "birth" month of the City. Councilperson Williams reminded residents that Forgotten Harvest will be at the Romulus High School every Tuesday. She also announced a project that she is working on to provide turkeys to the residents during the Christmas holidays. Councilperson Webb informed Councilperson Talley that she believed the birth month of the City is May.

12. Adjournment

Moved by **William Wadsworth**, seconded by **Tina Talley** to adjourn the Meeting at 8:25 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on December 6, 2021.



Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan



City of Romulus

Minutes

Council Meeting Held: **December 13, 2021**

Item No. B.

General Description: Approval of minutes from the special meeting - study session held on Monday, December 6, 2021, at 6:30 p.m. to discuss Quarterly Investment Report.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



**MINUTES OF THE ROMULUS CITY COUNCIL SPECIAL MEETING
December 6, 2021**

Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 6:30 p.m. by Mayor Pro-Tem John Barden

1. Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb (attended the meeting at 6:40 p.m.)

Absent / Excused: Virginia Williams

Administrative Officials in Attendance:

Robert McCraight, Mayor

Stacy Paige, Treasurer

D'Sjonaun Hockenhull, Deputy Clerk

- 2. Moved by Tina Talley, seconded by Kathy Abdo to accept the Special Meeting - Study Session Agenda as presented.**

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb

Nays - None

Motion Carried Unanimously

3. Discussion: Quarterly Investment Report

Treasurer Paige introduced Greg Prost, Chief Investment Officer for Robinson Capital Management LLC. Councilperson Webb attended the meeting at 6:40 p.m.

Mr. Prost presented a PowerPoint on the Investment Performance Review for the City of Romulus. He explained and interpreted the trends on the Economic Cycle Index, Housing Marking Index, Two-Year U.S. Treasury Historical Yields, U.S. Treasury Yield Curves, Average Hourly Earnings, and the U.S. Budget Deficits/Surplus percentages of the GDP. Mr. Prost briefly reviewed the Bank Deposits, Investment Securities, and Credit Qualities of the accounts owned by the City of Romulus. He provided his professional opinion on the questions asked by council members regarding cryptocurrency and the likelihood of negative interest rates.

4. Public Comment - None

- 5. Moved by Eva Webb, seconded by Celeste Roscoe to adjourn the Special Meeting at 7:15 p.m.**

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on December 6, 2021.

A handwritten signature in black ink, reading "Ellen L. Craig-Bragg".

Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan



City of Romulus

Petitioner

Council Meeting Held: **December 13, 2021**

Item No. A.

General Description: Petitioner: Rev. Arthur Willis Petition: 2022 Annual MLK Day Community March & Road Closure Request

Resolution No. _____

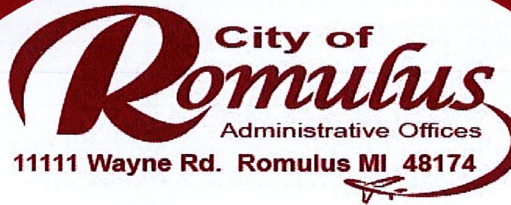
<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



CITY COUNCIL AGENDA REQUEST FORM

Today's Date: 12/9/2021 Proposed Agenda Date: 12/13/2021

Name of person(s) proposing item: Rev. Arthur Willis

Title: Pastor, Penticostal Baptist Church / Romulus Ministerial Alliance Please Print

Name of Business / Organization (if applicable) MLK Day Celebration Committee Chair

Address: 35625 Vinewood St. Romulus, MI 48174

Contact Number: (313) 701-2423 Email Address: willis-a@sbcglobal.net

Item request is for:

☐ Information Only ☒ Action Item ☐ Discussion/Action ☐ Report ☐ Other

Brief description /summary of the agenda item (as you would like it to appear on the agenda):
2022 Annual MLK Day Celebration Community March (from Middle School to the High School) and,
Road Closure during the March (Ozga to McBride; and McBride to Tobine)

Does the subject concern a City Department? If so, please include name of department: DPW, Romulus Police and Fire Departments

Does the subject concern a City Ordinance? If so, please include the Ordinance name or number. _____

Have you addressed your issue(s) with city/administrative staff? ☒ Yes ☐ No

Desired Outcome: Request Approval for Annual MLK DAY Community March and Road Closure on 1/17/2022

This request must be submitted to the City Clerk no later than the Wednesday prior to the City Council meeting. Council meetings are held on the 1st, 2nd and 4th Mondays at 7:30pm. Items submitted after this deadline, will be scheduled for the following City Council meeting.


Signature of person submitting agenda item

12/9/2021
Date

cc: Mayor
Mayor Pro Tem
Chief of Staff



City of Romulus

Chairperson's Report, John Barden, Mayor Pro-Tem

Council Meeting Held:

December 13, 2021

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 13, 2021**

Item No. A.

General Description: Low Income Household Water Assistance Program (LIHWAP)

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Low Income Household Water Assistance Program (LIHWAP)
DATE: December 7, 2021

I concur with the recommendation of Victoria Trush, Assistant Finance Director, and Legal Counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached Low Income Household Water Assistance Program (LIHWAP) Memorandum of Understanding with Wayne Metro Community Action Agency effective from December 17, 2021 through September 30, 2023.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Low Income Household Water Assistance Program (LIHWAP) Memorandum of Understanding with Wayne Metro Community Action Agency effective from December 17, 2021 through September 30, 2023.



MEMORANDUM

DATE: November 30, 2021

TO: Mayor Robert A. McCraight and Honorable Council Persons

FROM: Victoria Trush, Assistant Finance Director

SUBJECT: Low Income Household Water Assistance Program (LIHWAP)

In an effort to ensure Michigan residents receive immediate relief and water payment assistance during the COVID-19 pandemic. The Michigan Department of Health and Human Services, and Community Action Agencies will administer water services through a new program called the Low Income Household Water Assistance Program (LIHWAP). LIHWAP will provide funds to help alleviate water and wastewater arrearages for low-income households that are currently experiencing hardship during these difficult economic times.

The agreement clearly identifies the responsibilities of both parties, which will result in additional administrative duties for the City's water department staff. It also states the participant qualifications and required guidelines as set forth for eligibility of residential water customers and available assistance.

I would like to recommend, at this time, that City Council authorize the Mayor and Clerk to enter into the attached Memorandum of Understanding (including Attachment A) as presented effective December 17, 2021 through September 30, 2023. This agreement has been reviewed, and approved by the City Attorney, Steve Hitchcock.

If you should have any additional questions or we could be of any further assistance, please do not hesitate to contact the Finance Department.

Sincerely,

Victoria Trush
Assistant Finance Director
City of Romulus

Michigan Department of Health and Human Services

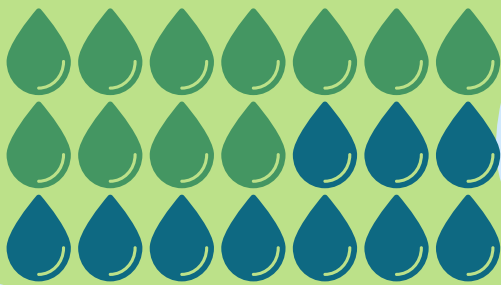
Low Income Household Water Assistance Program

Water/Wastewater Provider Information

Funding is administered through local MDHHS Offices and Community Action Agencies statewide until September 30, 2023, unless depleted prior to that date.

Provider Participation

To be eligible for payment, providers must complete a LIHWAP Participation Agreement before receiving payments on behalf of eligible customers. The agreement is valid for the duration of the program. A LIHWAP payment shall guarantee service for at least 90 days after receipt of payment.



Allowable Services

Direct payment assistance for household accounts in arrears or disconnect status, including reconnection fees when services have been disconnected.

For households that have had their water disconnected or are facing disconnection, LIHWAP funding may pay the full cost that will reconnect or prevent disconnection of service even if it includes costs other than water (e.g. trash, cable, etc.).

Client Eligibility

Qualified account holders must:

- Be a residential account.
- Be in arrears or disconnect status.
- Be under 150% Federal Poverty Limit and/or actively receiving Temporary Assistance for Needy Families (TANF), Food Assistance Program/Supplemental Nutrition Assistance Program (FAP/SNAP), State Emergency Relief (SER), Social Security Supplemental Income (SSI).



Outreach

It is the expectation that Community Action Agencies work with water and wastewater providers as well as other community partners in their service area to provide outreach to increase program awareness.

For more information

Contact your local Community Action Agency or MDHHS-LIHWAP@michigan.gov.



MEMORANDUM OF UNDERSTANDING NUMBER:

Between

THE STATE OF MICHIGAN**MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

Wayne Metropolitan Community Action Agency

And

PARTNER / ENTITY NAME Wayne Metropolitan Community Action Agency	PRIMARY CONTACT Shama Mounzer
EMAIL smounzer@waynemetrol.org	TELEPHONE 313-324-7980 - -

And

PARTNER / ENTITY NAME [REDACTED]	PRIMARY CONTACT [REDACTED]
EMAIL [REDACTED]	TELEPHONE [REDACTED]

MDHHS CONTACT	NAME Ben Gulker	TELEPHONE 517-285-8053	EMAIL MDHHS-LIHWAP@michigan.gov
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MEMORANDUM OF UNDERSTANDING SUMMARY

BRIEF DESCRIPTION OF PURPOSE	Agreement between the water/wastewater provider, Wayne Metropolitan Community Action Agency and MDHHS for participation in the Low Income Household Water Assistance Program.
BEGIN DATE	END DATE September 30, 2023

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

Wayne Metropolitan Community Action AgencyMichigan Department of Health and Human ServicesSignature of Authorized Designee
Authorized DesigneeShama Mounzer
Integration Executive Director
Print Name / TitleDateSignature of Director or Authorized DesigneeJeanette Hensler
Director-Grants Division, Bureau of Grants and Purchasing
Print Name / TitleDateSignature of Authorized Designee

Print Name / Title

Date

Memorandum of Understanding Number:

This Memorandum of Understanding (MOU) establishes the responsibilities and procedures for the Michigan Department of Health and Human Services (MDHHS), Wayne Metropolitan Community Action Agency (WMCAA), and () for the purpose described below.

1. Background

Access to safe and affordable drinking water and wastewater services is a fundamental element of health, safety, and well-being for households across America. Yet water affordability is a significant and growing concern in communities across the country, and many communities have faced significant challenges related to water safety, aging water infrastructure, and even water shortages due to drought. Moreover, water affordability concerns and the growing crisis of household indebtedness disproportionately impacting low-income individuals and communities of color can be related to multiple adverse household impacts in terms of service disconnections and lien sales, leading to home foreclosures and evictions.

For many low-income households across America, water affordability needs have been significantly exacerbated by the COVID-19 public health crisis, and while water is required to follow the federal guidance from the Centers for Disease Control and Prevention (CDC) advising washing hands frequently in order to reduce the transmission of Covid-19, the pandemic has made it significantly more difficult for individuals and families to pay their home drinking water and wastewater bills.

While water costs and accessibility vary significantly from state to state, the Low Income Household Water Assistance Program (LIHWAP) provides critical nationwide emergency support on behalf of low-income households so that these households are not forced to choose between paying for water services and other necessities like housing, food, and medicine.

2. Purpose

As recommended in Information Memorandum LIHPWAP-IM-2021-02 issued from the US Department of Health and Human Services, agreements are to be put into place between participating parties of the Low Income Household Water Assistance Program (LIHWAP) to ensure payments made on behalf of low-income households are processed efficiently and in the best interest of the household. Participating parties include MDHHS, the Community Action Agency (CAA) and Water/Wastewater Utility (Utility) referenced on Page 1 of this agreement.

3. Period of Agreement

This MOU becomes effective on the date signed by all parties through September 30, 2023.

4. Work Statement of Each Party

- a. The utility, MDHHS and WMCAA will:
 - 1) Follow Low-Income Water Assistance Program (LIHWAP) policies and procedures in the Community Services Policy Manual 1405.
 - 2) Agree to not release any private data, to any third party without written authorization from the subject of the data.
 - 3) Collaborate to ensure continuation or reconnection of service to households determined eligible for LIHWAP benefits.
 - 4) Establish a dispute resolution process to resolve issues arising during the term of this agreement.
 - 5) Encourage regular payments from the household.
 - 6) Work together to ensure LIHWAP payments are appropriately applied to accounts and used for LIHWAP services as designated by WMCAA.
- b. The MDHHS and WMCAA will:
 - 1) Determine customer eligibility.
 - 2) Issue payment directly to the utility on behalf of the customer to resolve the arrearage and ensure continuation or reconnection of service.
- c. The utility will:
 - 1) Ensure LIHWAP eligible households are not treated adversely compared to other households.
 - 2) Not disconnect services for 90 days after payment is received on behalf of a customer. If the account is in arrears after 90 days, a new disconnection notice must be issued if applicable.
 - 3) Not charge the eligible household any more than the difference between the normal charge for the service and the payment amount received or expected from the Michigan Department of Health and Human Services (MDHHS) or Wayne Metropolitan Community Action Agency (WMCAA).
 - 4) Supply account number format to the WMCAA.
 - 5) Timely provide at the request of the customer, WMCAA or MDHHS, information on applicant households' home water costs, bill payment history, or arrearage history. This information will be provided in the format requested.
 - 6) Register with the MDHHS in [SIGMA Vendor Self Service](#) to receive LIHWAP SER payments if not a currently registered vendor.
 - 7) Use the warrant or EFT date as the LIHWAP payment date.

Memorandum of Understanding Number:

- 8) Apply all LIHWAP payments to the household's account within 5 business days of receipt of payment.
- 9) Apply the assistance payments to arrears and applicable fees with reconnection services only. Payments resulting in a credit on the customer's account balance are not allowable.
- 10) Process and refund any refunds requested by WMCAA or MDHHS within 60 business days. The refund must include the client's name, service address, and the MDHHS case number, if available.
- 11) Not charge an eligible household, the MDHHS, or WMCAA any administrative fees for providing services.
- 12) Accept all customer payments.
- 13) Use LIHWAP funds to pay for home water and sewer costs, as designated by WMCAA and MDHHS.
- 14) Continue or reconnect service to households as negotiated by WMCAA on behalf of the household.
- 15) When addressing household water emergencies, accept early notification authorization by telephone, fax, or electronic communication.
- 16) Notify WMCAA or MDHHS if there is reason to believe LIHWAP funds have been misused.
- 17) Comply with the provisions of Act 453, PA 1976, which prohibits discrimination on the basis of race, color, religion, national origin, age, sex, height, weight, or marital status.

Each party shall furnish all labor, equipment, materials, and supplies necessary for the performance of the MOU activities, and meet operational standards, unless otherwise specified above.

5.

Termination & Amendments

A party may terminate this MOU at any time by giving 30 days prior written notice to the other parties. This MOU may be amended upon written approval of all parties at any time.

This MOU contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU will be deemed to exist or to bind any of the parties.

Memorandum of Understanding Number:

6.

Notices

All notices and other communications required or permitted under this MOU must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to MDHHS:	If to WMCAA :
<i>Ben Gulker</i> <i>MEAP Specialist</i> <i>MDHHS-LIHWAP@michigan.gov</i>	<i>Shama Mounzer</i> <i>Integration Executive Director</i> <i>smounzer@waynemetrol.org</i> <i>(313)324-7980</i>
If to :	
[Name]	
[Title]	
[Email]	
[Phone]	

7.

Reserved

8.

MDHHS Data

All data and information provided to WMCAA and/or [redacted] by or on behalf of MDHHS, and all data and information derived therefrom, is the exclusive property of MDHHS ("MDHHS Data"); this definition is to be construed as broadly as possible. Upon request, WMCAA and/or [redacted] must provide to MDHHS, or a third party designated by MDHHS, all MDHHS Data within 10 calendar days of the request and in the format requested by MDHHS. WMCAA and/or [redacted] will assume all costs incurred in compiling and supplying MDHHS Data. No MDHHS Data may be used for any marketing purposes.

WMCAA shall comply with all MDHHS physical and IT security policies and standards which will be made available upon request.

9.

Information

Non-Disclosure of Confidential

The parties acknowledge that each party may be exposed to or acquire communication or data of the other parties that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this MOU.

Memorandum of Understanding Number:

- a. Meaning of Confidential Information. For the purposes of this MOU, the term “Confidential Information” means all information and documentation of the other parties that:
- 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
 - 3) Should reasonably be recognized as confidential information of the disclosing party;
 - 4) Is unpublished or not available to the general public; or
 - 5) Is designated by law as confidential.

The term “Confidential Information” does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality;
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this MOU, in all cases and for all matters, MDHHS Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree that they will use Confidential Information solely for the purposes of this MOU. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this MOU or to use such Confidential Information for any purposes whatsoever other than the performance of this MOU. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible when all of the following are met:

Memorandum of Understanding Number:

- 1) Use of a subcontractor is authorized under this MOU;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) WMCAA or [REDACTED] obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of WMCAA and/or [REDACTED] or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other parties in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Each party must notify the other parties within one business day after discovering any unauthorized use or disclosure of Confidential Information. Each party will cooperate with the other parties to regain possession of Confidential Information, to prevent further unauthorized use or disclosure of Confidential information, and to notify any appropriate person of the unauthorized use or disclosure of Confidential Information. In addition, each party must advise the other parties immediately in the event the party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MOU and each party will cooperate with the other parties in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other parties, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this MOU or any Statement of Work corresponding to the breach or threatened breach.

Memorandum of Understanding Number:

- e. Surrender of Confidential Information upon Termination. Upon termination of this MOU or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other parties any and all Confidential Information received from the other parties, or created or received by a party on behalf of the other parties, which are in such party's possession, custody, or control; provided, however, that WMCAA and/or [REDACTED] must return MDHHS Data to MDHHS following the timeframe and procedure described further in this MOU. Should WMCAA, [REDACTED], or MDHHS determine that the return of any non-MDHHS Data Confidential Information is not feasible, such party must destroy the non-MDHHS Data Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other parties.

10. Compliance with Laws

WMCAA and [REDACTED] must comply with all applicable federal, state, and local laws, administrative rules and regulations.

11. Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., WMCAA, [REDACTED], and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or mental or physical disability. Breach of this covenant is a material breach of this MOU.

12. Unfair Labor Practice

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

13. Governing Law

This MOU is exclusively governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this MOU are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this MOU must be resolved in Michigan Court of Claims. WMCAA and [REDACTED] consent to venue in the Michigan Court of Claims, and waive any objections, such as lack of personal jurisdiction or forum non conveniens. WMCAA and [REDACTED] must appoint agents in Michigan to receive service of process.

14. Force Majeure

A party will not be in breach of this MOU because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance and will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

15. Dispute Resolution

The parties will endeavor to resolve any MOU dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' respective senior executive, and either senior executive concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate the MOU.

16. Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the MOU or project to which it relates must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

17. Website Incorporation

MDHHS is not bound by any content on the other parties' websites unless expressly incorporated directly into this MOU. MDHHS is not bound by any end user license agreement or terms of use unless specifically incorporated into this MOU or any other agreement signed by MDHHS.

18. Severability

If any part of this MOU is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this MOU and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining MOU will continue in full force and effect.

19. Waiver

Failure to enforce any provision of this MOU will not constitute a waiver.

20. Survival

The provisions of this MOU that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this MOU.

21. Entire MOU

This MOU is the entire agreement and replaces all previous agreements between the parties for the MOU Activities.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 13, 2021**

Item No. B.

General Description: Primary and Alternate DUWA Designation

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

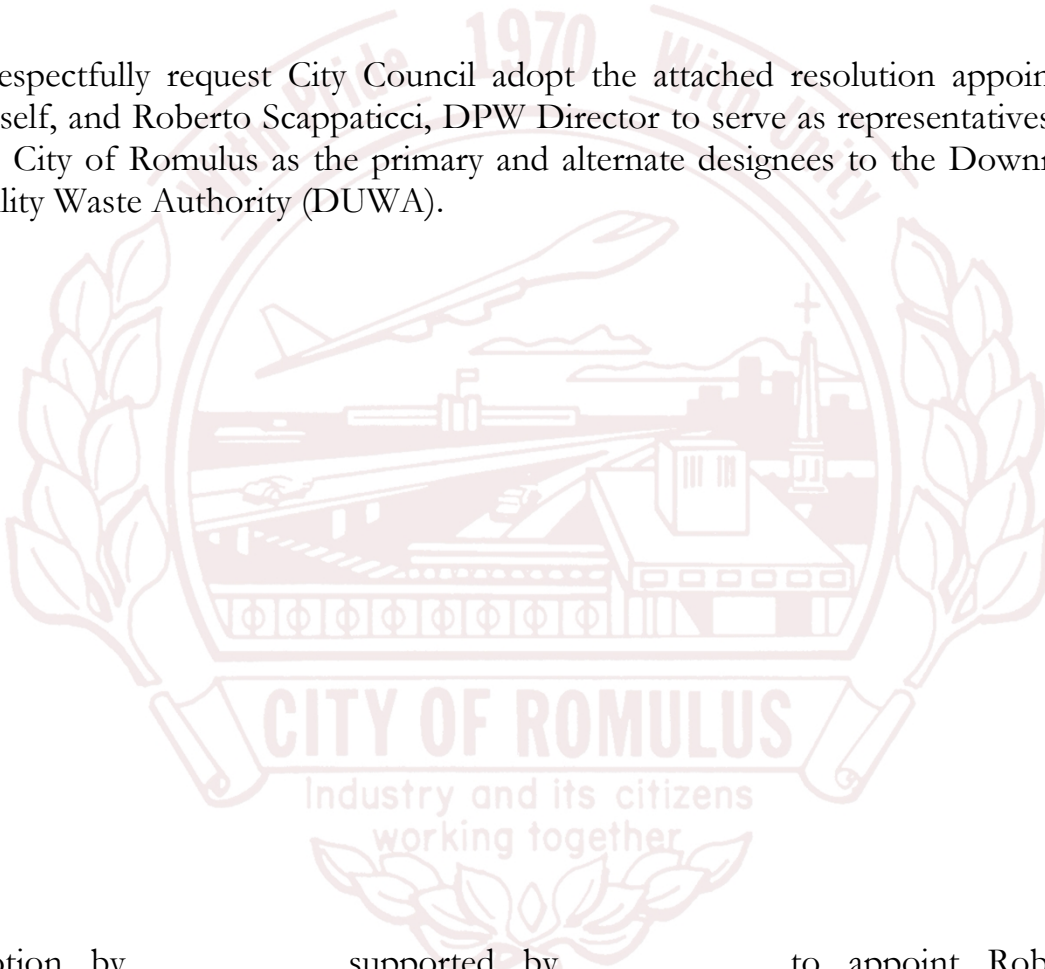
MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Primary and Alternate DUWA Designation
DATE: December 8, 2021

I respectfully request City Council adopt the attached resolution appointing myself, and Roberto Scappaticci, DPW Director to serve as representatives for the City of Romulus as the primary and alternate designees to the Downriver Utility Waste Authority (DUWA).



Motion by _____, supported by _____, to appoint Roberto Scappaticci, DPW Director, as the primary designee and Mayor Robert A. McCraight as the alternate designee representatives for the City of Romulus on the Downriver Utility Waste Authority (DUWA).

RESOLUTION NO. ____
CITY OF ROMULUS
WAYNE COUNTY, MICHIGAN

**A RESOLUTION TO IDENTIFY THE CITY OF ROMULUS' REPRESENTATIVES OF
THE DOWNRIVER UTILITY WASTEWATER AUTHORITY**

Present: _____

Absent: _____

AT A REGULAR meeting of the Romulus City Council of the City of Romulus, Michigan,
held at Romulus City Hall on Monday, _____, 2021, at 7:30 p.m., the following
resolution was offered by _____, and supported by _____
_____.

WHEREAS, the City is a member of the Downriver Utility Wastewater Authority
("DUWA"); and

WHEREAS, the City is required by the bylaws of DUWA to identify by resolution its
voting members of DUWA;

NOW, THEREFORE, BE IT RESOLVED that the City of Romulus designates
Roberto Scappaticci, and as his alternate, Mayor Robert McCraight, as the voting members of
DUWA on behalf of the City of Romulus, Wayne County, Michigan.

RESOLUTION DECLARED ADOPTED.

Adopted: _____, 2021

Roll Call Vote: Ayes: _____

Nays: _____

I, Ellen Craig-Bragg, Clerk for the City of Romulus, do hereby certify the foregoing to be
a true copy of a resolution duly adopted by Romulus City Council at their meeting held on
_____, 2021.

Ellen Craig-Bragg
City Clerk



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 13, 2021**

Item No. C.

General Description: Professional Services Agreement - OHM

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Professional Services Agreement - OHM
DATE: December 8, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached Continuing Services Agreement for professional services with Orchard, Hiltz & McCliment, Inc. (OHM) until December 31, 2025.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Continuing Services Agreement for professional services with Orchard, Hiltz & McCliment, Inc. (OHM) until December 31, 2025.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, DPW Director

CC: Kathy Hood, Assistant Director of DPW

DATE: December 12th, 2021

SUBJECT: Professional Services Agreement Extension (PSA) – With OHM Engineering

Mayor,

Based on the expiration of the OHM contract this month, the DPW recommends executing a new professional services agreement for a 4 year term. This will provide continuity with insurance, and contracts requirement with project currently underway. Please note OHM is the City's primary engineering vendor used on a daily basis.

In addition, the City Attorney's office, Steve Hitchcock, has approved the contract execution. At this time, please proceed with presentation to City Council and signature of the agreement.

If you have any questions, please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, DPW Director

CONTINUING SERVICES AGREEMENT

Between
City of Romulus
And
Orchard, Hiltz & McCliment, Inc.
For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, between the **City of Romulus** with its main office located at 11111 Wayne Road, Romulus, Michigan 48174 (CLIENT) and **Orchard, Hiltz & McCliment, Inc.**, a Michigan corporation with its main office located at 34000 Plymouth Road, Livonia, MI 48150 (CONSULTANT).

From time to time CLIENT intends to engage CONSULTANT to provide professional services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of CLIENT and CONSULTANT, if and only if one or more individual Project Supplements are agreed to under this Agreement. Each engagement will be documented by an individual Project Supplement.

CLIENT and CONSULTANT in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

A. The services to be provided by CONSULTANT will include the Basic and Additional Services set forth in Exhibit A, “Schedule of Consultant Services,” as authorized by CLIENT as provided herein. Services for each Specific Project will be detailed in a duly executed individual Project Supplement. Each Project Supplement will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Project Supplement is shown in Attachment 1 to Exhibit A.

C. This Agreement is not a commitment by CLIENT to CONSULTANT to issue any Project Supplements.

D. CONSULTANT shall not be obligated to perform any prospective Project Supplement unless and until CLIENT and CONSULTANT agree as to the particulars of the Specific Project, CONSULTANT’S services, CONSULTANT’S compensation, and all other appropriate matters.

1.02 Project Supplement Procedure

A. CLIENT and CONSULTANT shall agree on the scope, time for performance, and basis of compensation for each Project Supplement.

B. CONSULTANT will commence performance as set forth in the Project Supplement.

ARTICLE 2 – CLIENT’S RESPONSIBILITIES

2.01 General

CLIENT shall have the responsibilities set forth herein, in Exhibit B, “Schedule of Client’s Responsibilities,” and in each Project Supplement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Project Supplements issued hereunder from the effective date of the Agreement until December 31, 2025.

B. This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

3.02 Times for Rendering Services

A. The times for performing services or providing deliverables will be stated in each Project Supplement. If no times are so stated, CONSULTANT will perform services and provide deliverables within a reasonable time.

B. For purposes of this Agreement, the term “day” means a calendar day of 24 hours.

C. The time for a party’s performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Project Supplement, or if CONSULTANT’S services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under the individual Project Supplement.

B. If CONSULTANT’S services under a Project Supplement are delayed or suspended in whole or in part by CLIENT, or if

CONSULTANT'S services under an individual Project Supplement are extended by a Contractor's actions or inactions for more than 90 days through no fault of CONSULTANT, CONSULTANT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the individual Project Supplement has been revised.

ARTICLE 4 – PAYMENTS TO CONSULTANT

4.01 Payment for Services and Reimbursable Expenses of CONSULTANT

CLIENT shall pay CONSULTANT as set forth herein and in each individual Project Supplement.

4.02 Other Payment Provisions

A. *Preparation of Invoices.* Invoices for each individual Project Supplement will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to CLIENT by CONSULTANT monthly, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C, "Payments to Consultant for Services and Reimbursable Expenses," and each individual Project Supplement.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT'S invoice, the amounts due CONSULTANT will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid in accordance with each individual Project Supplement for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT'S subconsultants, and other related close-out costs, using

methods and rates for additional services as set forth in each individual Project Supplement.

E. *Records of CONSULTANT'S Costs.* Records of CONSULTANT'S costs pertinent to CONSULTANT'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT'S charges and upon CLIENT'S timely request, copies of such records will be made available to CLIENT at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement (**an individual Project Supplement**) by any level of government that impose taxes, fees, or costs on CONSULTANT'S services or other costs in connection with this Project or compensation thereof, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT'S estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

CONSULTANT'S opinions of probable Construction Cost (if any) are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

CONSULTANT assumes no responsibility for the accuracy of opinions of total project costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT in this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from,

and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall serve as CLIENT'S prime professional under each individual Project Supplement. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any subconsultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable laws or regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of the effective date of each individual Project Supplement. Changes to these requirements after the effective date of each individual Project Supplement may be the basis for modifications to CLIENT'S responsibilities or to CONSULTANT'S scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the CONSULTANT.

G. Prior to the commencement of the Construction Phase on a Specific Project, CLIENT shall notify CONSULTANT of any variations or any other notice or certification that CONSULTANT will be requested to provide to CLIENT or third parties in connection with a Specific Project. CLIENT and CONSULTANT shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable CONSULTANT to provide notices or certifications requested.

H. If a Construction Cost limit for a Specific Project is established between CLIENT and CONSULTANT, such Construction Cost limit and a statement of CONSULTANT'S rights and responsibilities with respect thereto will be specifically as set forth in this Agreement and the individual Project Supplement.

I. CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain within its services for that specific project. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the

CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

J. If CONSULTANT provides services during the construction phase of a specific project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.

K. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents.

L. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of a Contractor's agents or employees or any other persons (except CONSULTANT'S own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CLIENT without consultation and advice of CONSULTANT.

M. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C700, 2002, unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

Contemporaneous with the execution of each individual Project Supplement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT'S and CLIENT'S representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under the individual Project Supplement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a specific project on behalf of each respective party.

6.03 Design without Construction Phase Services

It is understood and agreed that if CONSULTANT'S basic services under an individual Project Supplement do not include project observation, or a review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT or others, then CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against CONSULTANT that may be in any way connected thereto. In such a case, CONSULTANT'S basic services under the applicable individual Project Supplement will be considered completed upon completion of the Final Design Phase or Bidding Phase

as outlined in Exhibit A and the individual Project Supplement.

6.04 Use of Documents

A. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specification, field notes, investigations, copies of computer files and drawings, studies and reports shall become the property of and be delivered to the CLIENT. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project.

D. CLIENT may make and retain copies of Documents for information and reference in connection with use on a Specific Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

E. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

F. Any verification of adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle the CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain insurance as set forth in Exhibit D, "Insurance."

B. CLIENT shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT'S subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.

C. All policies of property insurance shall contain provisions to the effect that CONSULTANT and CONSULTANT'S subconsultants interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

D. At any time, CLIENT may request that CONSULTANT, at CLIENT'S sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT'S subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT, and Exhibit D will be amended to incorporate these requirements.

6.06 Termination

The obligation to provide further services under this Agreement or any individual Project Supplement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any individual Project Supplement here under through no fault of the terminating party.

b. By CONSULTANT:

1) upon seven days written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT'S responsibilities as a licensed professional; or

2) upon seven days written if CONSULTANT'S services under an individual Project Supplement are delayed or suspended for more than 90 days for reasons beyond CONSULTANT'S control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor any individual Project Supplement will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by CONSULTANT.

b. The terminating party under paragraphs 6.06.1 or 6.06.2 may set the effective date of termination of this Agreement or any individual Project Supplement at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

6.07 Controlling Law

This Agreement is to be governed by the law of the State of Michigan.

6.08 Nondiscrimination and Affirmative Action

The CONSULTANT agrees to take affirmative action to assure that applicants are employed and the employees are treated during employment in a manner, which provides equal employment opportunity and eliminates any inequality based upon race, national origin, gender, sexual orientation, religion, disability, height, weight, marital status, or veteran status.

6.09 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.09.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual entity, or to any surety for or employee of any of them.

2) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph, 6.09.C, shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.10 Dispute Resolution

CLIENT and CONSULTANT agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties.

6.11 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist on a Site for a Specific Project, unless set forth in the individual Project Supplement.

B. CLIENT shall disclose to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the site of any specific project, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that CONSULTANT'S scope of services in any individual Project Supplement shall not include any services related to Hazardous Environmental Condition unless specifically agreed to in an individual Project Supplement. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, CONSULTANT may, at its option and without liability for

consequential or any other damages, suspend performance of services on the portion of the specific project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site of a specific project is in full compliance with applicable laws and regulations.

E. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site of a specific project in connection with CONSULTANT’S activities under this Agreement.

F. If CONSULTANT’S services under any individual Project Supplement cannot be performed because of a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, the existence of the condition shall justify CONSULTANT’S terminating that individual Project Supplement for cause on 30 days’ notice.

6.12 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT’S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to all fees and charges of CLIENTS, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT’S officers, directors, partners, employees, and CONSULTANT’S consultants in the performance and furnishing of CONSULTANT’S services under this Agreement.

2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, consultants officers, directors, partners, employees, and CONSULTANT’S consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of CONSULTANT’S, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’S officers, directors, partners, employees and CLIENT’S other consultants with respect to this Agreement.

3. To the fullest extent permitted by law, CONSULTANT’S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT’S negligence bears to the total negligence of

CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.12.A.2. of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT’S subconsultants from and against all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT’S attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) cause by, arising out of or resulting from a hazardous environmental condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.12.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity’s own negligence or willful misconduct.

B. Limitation of Consultant’s Liability

1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT’S officers, directors, partners, employees, agents, and consultants, and any of them to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to specific project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of CONSULTANT or CONSULTANT’S officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the total compensation received by CONSULTANT for the individual Project Supplement.

6.13 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Applicability of Continuing Services Agreement to individual Project Supplement

The terms and conditions set forth in this Agreement apply to each individual Project Supplement as if set forth in the individual Project Supplement, unless specifically modified. In the event of conflicts between this Agreement and an individual Project Supplement, the conflicting provisions of the individual Project Supplement shall take precedence for the individual Project Supplement. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all individual Project Supplements issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.15 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

6.19 Non-Exclusive and Non-Limiting Agreement

A. Nothing herein shall establish an exclusive relationship between CLIENT and CONSULTANT. CLIENT may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and CONSULTANT may enter into similar or different agreements with other Clients for the same or different services as contemplated hereunder.

B. The cumulative scope of CONSULTANT'S services and CONSULTANT'S compensation as agreed to in Individual Project Supplements hereunder shall not be limited by this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.
2. *Additional Services*-- Services to be performed for or furnished to CLIENT by CONSULTANT in accordance with

an Individual Project Supplement which are not included in Basic Services for that Individual Project Supplement.

3. *Agreement*--This "Master Agreement between CLIENT and CONSULTANT for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--the form acceptable to CONSULTANT and CLIENT which is to be used by a contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--Specified services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement.

7. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- document recommended by CONSULTANT, which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Construction Agreement*--The written instrument, which is evidence of the agreement, contained in the Contract Documents, between CLIENT and a Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between CLIENT and a Contractor concerning the Work.

12. *Construction Cost*-- The cost to CLIENT of those portions of an entire Specific Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and

include the Construction Agreement between CLIENT and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by CLIENT to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT'S written recommendation of final payment.

16. *Contractor*--An individual or entity with whom CLIENT enters into a Construction Agreement for a Specific Project.

17. *Correction Period*--The time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract documents, or has been damaged prior to CONSULTANT'S recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by CONSULTANT to CLIENT pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by CONSULTANT, which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the

Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Individual Project Supplement*--The date indicated in the Individual Project Supplement on which it becomes effective, but if no such date is indicated, it means the date on which the Individual Project Supplement is signed and delivered by the last of the two parties to sign and deliver.

24. *CONSULTANT'S Consultants*--Individuals or entities having a contract with CONSULTANT to furnish services with respect to a Specific Project as CONSULTANT'S independent professional associates, Consultants, subcontractors, or vendors. The term CONSULTANT includes CONSULTANT'S Consultants.

25. *Field Order*--A written order issued by CONSULTANT, which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

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

27. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with a Specific Project.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Individual Project Supplement*--A document executed by CLIENT and CONSULTANT, including amendments if any, stating the scope of services, CONSULTANT'S compensation, times for performance of services and other relevant information for a Specific Project.

30. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *PCB's*--Polychlorinated biphenyls.

32. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2001 et seq.) as amended from time to time.

34. *Record Drawings*--The Drawings as issued for construction on which CONSULTANT, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by Contractor to CONSULTANT and which were annotated by Contractor to show changes made during construction.

35. *Reimbursable Expenses*--The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit C or an Individual Project Supplement.

36. *Resident Project Representative*--The authorized representative, if any, of CONSULTANT assigned to assist CONSULTANT at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be CONSULTANT'S agent or employee and under CONSULTANT'S supervision. As used herein, the term Resident Project Representative includes any assistant of Resident Project Representative agreed to by CLIENT. The duties and responsibilities of the Resident Project Representative will be as set forth in each Individual Project Supplement.

37. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to CONSULTANT to illustrate some portion of the Work.

39. *Site*--Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by CLIENT upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by CLIENT, which are designated for use of a Contractor.

40. *Specifications*--That part of the Contract Documents prepared by CONSULTANT consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

41. *Specific Project*--An undertaking of CLIENT as set forth in an Individual Project Supplement.

42. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part

thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

43. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions.

44. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement.

45. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive*--A written directive to a Contractor signed by CLIENT upon recommendation of the CONSULTANT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment*--A written amendment of the Contract Documents signed by CLIENT and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-consulting or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

- A. Description of CONSULTANT'S Services
- B. Schedule of CLIENT'S Responsibilities
- C. Payments to CONSULTANT
- D. Insurance

Attachments

- Schedule A to Exhibit C
- Attachment 1 to Exhibit A

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 25 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between CLIENT and

CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City of Romulus
CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Leroy D. Burcroff
Mayor

Kent J. Early, PE
Chief Operating Officer

Date

Date

Ellen Craig-Bragg
City Clerk

Date

Schedule of CONSULTANT'S Services

Services to be provided under an individual Project Supplement may include the following:

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

(Note: On a road or bridge design project this phase may be referred to as the Base Plan or TS&L Phase.)

A. Upon written authorization from CLIENT, CONSULTANT shall:

1. Consult with CLIENT to define and clarify CLIENT'S requirements for a Specific Project and available data.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility companies.
3. Advise CLIENT as to the necessity of CLIENT'S providing data or services of the types described in Exhibit B, which are not part of CONSULTANT'S basic services, and, if requested, assist CLIENT in obtaining such data and services.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by CONSULTANT, including but not limited to mitigating measures identified in the environmental assessment.
5. Identify and evaluate the number of alternate solutions available to CLIENT listed in the individual Project Supplement for a Specific Project, and, after consultation with CLIENT, recommend to CLIENT those solutions, which in CONSULTANT'S judgment meet CLIENT'S requirements for a Specific Project.
6. Prepare a report (the "Report/Base Plans") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to CLIENT which CONSULTANT recommends.
7. Furnish the number of review copies of the Report/Base Plans to CLIENT within the time period set forth in the individual Project Supplement and review it with CLIENT.

8. Revise the Report/Base Plans in response to CLIENT'S and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report/Base Plans to the CLIENT within the time period set forth in the individual Project Supplement.

B. CONSULTANT'S services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report/Base Plans have been delivered to CLIENT.

A1.02 Preliminary Design Phase

A. After determination by CLIENT of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by CLIENT of CONSULTANT'S Report/Base Plans, if any, from a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Preliminary Design Phase Services, CONSULTANT shall:

1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
2. Advise CLIENT if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist CLIENT in obtaining such reports, data, information, or services.
3. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Costs.
4. Furnish the Preliminary Design Phase documents to and review them with CLIENT.
5. Submit to CLIENT the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Costs within the time period set forth in the individual Project Supplement.
6. CONSULTANT'S services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to CLIENT.

A1.03 Final Design Phase

- A. After determination by CLIENT of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by CLIENT of a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Final Design Phase Services, CONSULTANT shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final drawings indicating the scope, extent, and character of work to be performed and furnished by Contractor. Specifications and special provisions will be prepared, where appropriate, in general conformance with the [Michigan Department of Transportation Standard Specifications for Construction].
 2. Provide technical criteria, written descriptions, and design data for CLIENT'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist CLIENT in consultations with appropriate authorities.
 3. Provide CLIENT a current opinion of probable Construction Costs.
 4. Prepare and furnish Bidding Documents for review and approval by CLIENT, its legal counsel, and other advisors, as appropriate, and assist CLIENT in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to CLIENT with the time period set forth in the individual Project Supplement.
- B. CONSULTANT'S services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5. have been delivered to CLIENT.

A1.04 Bidding Phase

- A. Upon written authorization from CLIENT to provide Bidding Phase Services, CONSULTANT shall:
1. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.

- B. The Bidding Phase will be considered complete upon commencement of the construction phase or upon cessation of negotiations with prospective Contractors (except as may be required) if Exhibit E (Notice of Acceptability of Work) is a part of the individual Project Supplement.

A1.05 Construction Phase

- A. Upon written authorization from CLIENT to provide Construction Phase Services, CONSULTANT shall:
1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the site of the Specific Project to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the individual Project Supplement. Exhibit D "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," shall be modified for the individual Project Supplement. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of work at the site.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the work, which in CONSULTANT'S judgment are necessary to enable Contractor to proceed, unless Contractor staking is included in Contractor's contract.
 6. *Visits to Site and Observation of Construction.* In connection with observations of work in progress:

- a. Make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work in progress beyond the responsibilities specifically assigned to CONSULTANT in the individual Project Supplement and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the contract documents, and CONSULTANT shall keep the CLIENT informed of the progress of the work.
- b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the site of the Specific Project, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the construction phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the contract documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over the work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.
7. Defective Work. Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the contract document or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
8. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.
9. Change Orders and Work Change Directives. Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.
11. Inspections and Tests. Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the contract documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the contract documents. CONSULTANT shall be entitled to rely on the results of such tests.
12. Disagreements between CLIENT and Contractor. Render formal written decisions on all claims of

CLIENT and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. Applications for Payment. Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, the work has progressed to the point indicated, the quality of such is generally in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe the work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the contract documents). The responsibilities of CONSULTANT contained in paragraph A1.05.A.6.a. are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of the work for the purposes of recommending payments nor CONSULTANT'S recommendations of any payment including final payment will impose on

CONSULTANT responsibility to supervise, direct, or control the work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws and regulations applicable to the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

14. Contractor's Completion Documents.
 - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in paragraph A1.05.A.10.
 - c. CONSULTANT shall transmit these documents to CLIENT.
15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objectives of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
16. Final Notice of Acceptability of the Work. Conduct a final payment inspection to determine if the completed work of contract is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph A1.05.A.14.b.) to the best of CONSULTANT'S knowledge, information, and belief

and based on the extent of the services provided by CONSULTANT under this Agreement.

- B. Duration of Construction Phase. The construction phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the individual Project Supplement. Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts of omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the contract documents.

A1.06 Post-Construction Phase

- A. Upon written authorization from CLIENT to begin post-construction phase services, CONSULTANT shall:
1. Together with CLIENT, visit the Specific Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 2. In company with CLIENT or CLIENT'S representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the individual Project Supplement, will terminate at the end of the Correction Period.

Part 2 – Additional Services

A2.01 Additional Services Requiring CLIENT'S Authorization in Advance

- A. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the individual Project Supplement or are due to any other causes beyond CONSULTANT'S control.
4. Services resulting from CLIENT'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of CLIENT'S providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for CLIENT'S use.
7. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related Consulting services needed for the transfer of interests in real property; and providing other special field surveys.
8. Providing Construction Phase services beyond the Contract Times set forth in the individual Project Supplement.
9. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

10. Preparing and furnishing to CLIENT, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
 11. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
 12. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
 13. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 14. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
 15. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.
 16. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
 17. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an individual Project Supplement.
- A2.02 Additional Services Not Requiring CLIENT'S Authorization in Advance**
- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.
 1. Additional or extended services during construction made necessary by (a) emergencies endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

ATTACHMENT 1 - SAMPLE

This is an individual **PROJECT SUPPLEMENT** consisting of ____ pages,
referred to in and part of the **Continuing Services Agreement** between
CLIENT and **CONSULTANT** for **Professional Services** dated
_____, 2021.

Project Supplement No. _____

In accordance with paragraph 1.01 of the Continuing Services Agreement between CONSULTANT and CLIENT for Professional Services dated _____ ("Agreement"), CONSULTANT and CLIENT agree as follows:

Specific Project Data

- A. Title: _____
- B. Description: _____

1. Services of CONSULTANT

2. CLIENT'S Responsibilities

3. Times for Rendering Services:

Phase	Completion Date/Time
Study and Report	
Preliminary Design	
Final Design	

4. Payments to CONSULTANT

A. Method(s) of Payment by Phases

CLIENT shall pay CONSULTANT for services within each phase as follows:

Phase	Method of Payment	
	Basic Services	Additional Services
Study and Report		
Preliminary Design		
Final Design		
Bidding or Negotiating		
Construction		
Post-Construction		
Other		

B. For Method of Payment A, Lump Sum:

The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$ _____ based on the following assumed distribution:

<i>Phase</i>	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

C. For Method of Payment B, Standard Hourly Rates:

1. The Standard Hourly Rates shall be as shown on Appendix 1 of Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

D. For method of Payment C, Direct Labor Costs Times a Factor:

1. The Factor shall be [3.0] as stated in Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

E. For method of Payment D, Direct Labor Costs Plus Overhead Plus a Fixed Fee:

1. The Overhead Rate shall be [1.70] as stated in Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

5. Subconsultants:

6. Other Modifications to Continuing Services Agreement:

7. Attachments:

8. Documents Incorporated By Reference:

Approval and Acceptance: Approval and acceptance of this individual Project Supplement No. _____, including the attachments listed above, shall incorporate this document as part of the Continuing Services Agreement. CONSULTANT is authorized to begin performance upon its receipt of a copy of this individual Project Supplement signed by CLIENT.

The effective date of this individual Project Supplement No. _____ is _____, 2021.

CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Name
Title

Name
Title

Date

Date

Schedule of CLIENT'S Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT'S standard forms, conditions, and related documents for CONSULTANT to include in the Bidding Documents, when applicable.

B. Furnish to CONSULTANT any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following CONSULTANT'S assessment of initially-available project information and data and upon CONSULTANT'S request, furnish or otherwise make available such additional project related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.

6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the individual Project Supplement.

D. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the individual Project Supplement or of any other development that affects the scope or time of performance of CONSULTANT'S services, or any defect or nonconformance in CONSULTANT'S services or in the work of any Contractor.

E. Authorize CONSULTANT to provide Additional Services as set forth in the individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project.

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as CLIENT requires, a Contractor raises, or CONSULTANT reasonably requests.

3. Such auditing services as CLIENT requires to ascertain how or for what purpose a Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise CONSULTANT of the identity and scope of services of any independent consultant employed by CLIENT to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Advertise for proposals from bidders and pay for all costs incident thereto.

L. Attend the pre-Bid conference, Bid opening (open the proposals at the appointed time and place), pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

M. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

N. Provide inspection or monitoring services by an individual or entity other than CONSULTANT (and disclose the identity of such individual or entity to CONSULTANT) as CLIENT determines necessary to verify:

1. That a Contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the Work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

O. Provide CONSULTANT with the findings and reports generated by the entities providing services pursuant to paragraph B2.01.O.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO CONSULTANT

C4.01 Method of Payment

Owner shall pay CONSULTANT for services in accordance with one or more of the following methods as identified in each individual Project Supplement:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates

C4.02 Explanation of Methods

A. Method A – Lump Sum:

1. CLIENT shall pay CONSULTANT a Lump Sum amount. The individual Project Supplement shall state the assumed distribution of the lump sum by phases.
2. The distribution of CONSULTANT'S compensation between phases may be altered with CLIENT'S approval, which shall not be unreasonably withheld. CONSULTANT'S total compensation shall not exceed the total lump sum amount unless approved in writing by CLIENT.
3. The Lump Sum will include compensation for CONSULTANT'S services and services of CONSULTANT'S subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for CONSULTANT'S services will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. Owner shall pay CONSULTANT an amount equal to the cumulative hours charged to the Specific Project by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. CONSULTANT'S current Standard Hourly Rates are attached to this Exhibit as Appendix 1.

4. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation by phases shall be stated in the individual Project Supplement. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and CONSULTANT'S charges, if any.

5. The amounts billed for CONSULTANT'S services under each individual Project Supplement will be based on the cumulative hours charged to the Specific Project during the billing period by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to CONSULTANT.

C4.03 Reimbursable Expenses

Costs incurred by CONSULTANT in the performance of the individual Project Supplement in the following categories constitute Reimbursable Expenses:

The amounts payable to CONSULTANT for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by CONSULTANT, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.15.

C4.04 Other Provisions Concerning Payment

A. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the period stated in the individual Project Supplement, payment for CONSULTANT'S services shall be continued based on the Standard Hourly Rates Method of Payment.

B. Estimated Compensation Amounts

1. CONSULTANT'S estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement.

2. When estimated compensation amounts have been stated in an individual Project Supplement and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof. Promptly thereafter CLIENT and CONSULTANT shall review the matter of services

remaining to be performed and compensation for such services. CLIENT shall either agree to such compensation exceeding said estimated amount or CLIENT and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall give written notice thereof to CLIENT and shall be paid for all services rendered thereafter.

OHM ADVISORS 2022 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$188.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$170.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$155.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$145.00
Project Specialist II	\$160.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$140.00
Graduate Engineer II	\$135.00
Graduate Engineer I	\$125.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$138.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$115.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$105.00
Technician IV	\$143.00
Technician III	\$125.00
Technician II	\$108.00
Technician I	\$87.00
Engineering / Architectural / Interior Design Aide	\$70.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$120.00
Surveyor III	\$120.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$144.00
Planner II	\$120.00
Planner I	\$105.00
Planner Aide	\$70.00
Graphic Designer	\$110.00
Administrative Support	\$80.00
Clerical Aide	\$68.00
Principal	\$215.00
Sr. Associate	\$198.00
Associate	\$187.00

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraphs 6.05.A and 6.05.B of the Agreement are as follows:

1. By CONSULTANT

a. Workers' Compensation:	\$1,000,000
b. Employer's Liability –	
1. Each Accident:	\$1,000,000
2. Disease, Policy Limit:	\$1,000,000
3. Disease, Each Employee:	\$1,000,000
c. General Liability –	
1. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2. General Aggregate:	\$2,000,000
d. Excess or Umbrella Liability –	
1. Each Occurrence:	\$5,000,000
e. Automobile Liability –	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f. Professional Liability –	
1. Each Claim	\$3,000,000
2. Per Aggregate	\$5,000,000



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 13, 2021**

Item No. D.

General Description: Professional Services Agreement - Hennessey Engineers, Inc.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Professional Services Agreement– Hennessey Engineers, Inc.
DATE: December 8, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached master agreement with Hennessey Engineers, Inc., for Professional Services until December 31, 2024.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached master agreement with Hennessey Engineers, Inc., for Professional Services until December 31, 2024.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, DPW Director

CC: Kathy Hood, Assistant Director of DPW

DATE: December 8th, 2021

SUBJECT: Professional Services Agreement Extension (PSA) – With Hennessey Engineering

Mayor,

Based on the previous expiration of the Hennessey's contract, the DPW recommends entering into a new professional services agreement for 3 years. Please note, we will be using Hennessey as an alternate engineering firm on various projects throughout the year.

In addition, the City Attorney's office, Steve Hitchcock, has approved the contract execution with minor changes. At this time, please proceed with presentation to City Council and signature of the agreement.

If you have any questions, please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, DPW Director

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MASTER AGREEMENT
Between
City of Romulus
And
Hennessey Engineers, Inc.
For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of the _____ day of _____, between the City of Romulus, a Michigan Municipal Corporation with its office located at 11111 Wayne Road, Romulus, Michigan 48174 (CLIENT) and Hennessey Engineers, Inc., a Michigan Corporation, having an office located 13500 Reeck Road, Southgate, Michigan.

WHEREAS, the City would like to engage the professional services of the ENGINEER on an as needed basis to perform engineering services;

NOW, THEREFORE, CLIENT and ENGINEER, in consideration of their mutual covenants, adequate consideration being acknowledged, hereby agree as follows:

ARTICLE 1- SERVICES OF ENGINEER

1.01 Scope

A. The services to be provided by ENGINEER will include such of the Basic and Additional Services as more specifically set forth in Exhibit A, and as authorized by CLIENT as provided herein. Specific projects will be detailed in a duly executed Individual Project Supplement. Each Individual Project Supplement will indicate the tasks and functions to be performed.

B. The general format of an Individual Project Supplement is shown in Exhibit A attached.

C. The CLIENT is not obligated to issue Individual Project Supplements, nor is CLIENT limited to the services of ENGINEER, and in fact acknowledgment is made that the CLIENT uses different engineering service companies.

D. ENGINEER shall not be obligated to perform any prospective Individual Project

Supplement unless and until CLIENT and ENGINEER agree in writing as to the specifics, compensation and all other relevant matters.

1.02 Individual Project Supplement Procedure

CLIENT and ENGINEER are required to define the work, the compensation, the timeliness and such agreement shall be properly executed by both parties.

ARTICLE 2 • CLIENT'S RESPONSIBILITIES

2.01 General

CLIENT's responsibilities will be dependent upon the particular Project, and will be set forth in a form identical and/or similar to Exhibit B.

**ARTICLE 3-TERM: TIMES FOR
RENDERING SERVICES;
SUSPENSION**

3.01 Term

A. This Agreement shall be effective and applicable to Individual Project Supplements issued hereunder for Three (3) year (s) from the Effective Date of this Agreement.

B. This Agreement may be renewed or extended with or without changes, but must be evidenced by written mutually signed amendments.

3.02 Times for Rendering Services

A. Unless stated otherwise, in any Individual Project Supplement, the ENGINEER will perform all services and provide all required materials within a reasonable time.

B. The reasonable time shall be extended where causes beyond the control of the party without fault results in timeliness being delayed. In such event, such party must notify the other in writing as to the cause and the effect.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization or verification of completion of services on a particular Project, ENGINEER may give written notice to CLIENT that failure to act within seven (7) days, engineering services will be suspended under that particular Project until completion by CLIENT.

B. In the event that through no fault of CLIENT or ENGINEER services are having to be extended beyond ninety (90) days, then the parties may sit down and discuss what additional costs have been incurred for such delay that extends beyond ninety (90) days.

ARTICLE 4-PAYMENT TO ENGINEER

4.01 Payment for Services and Reimbursable Expenses of ENGINEER

CLIENT shall pay ENGINEER as set forth herein and in each Individual Project Supplement.

4.02 Other Payment Provisions

A. *Payment.* Payment shall be made for all expenses and services due and payable within forty-five (45) days of receipt. Failure to make payment within such time may result in ENGINEER suspending further work.

B. *Disputed Invoices.* If there is a portion of an invoice that is disputed, that portion shall be withheld, and the undisputed portion shall be paid.

C. *Payments Upon Termination.*

1. In the event of termination, all bills current to that time shall be paid within such forty-five (45) days.

D. *Records of ENGINEER'S Costs.* Records shall be kept according to the generally accepted accounting practices for those terms for the particular type of Project that is involved.

E. *Legislative Actions.* In the event there are additional costs initiated through legislative actions, the CLIENT shall be responsible for paying those, such as additional taxes or fees for services of ENGINEER.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

ENGINEER will render its best estimate of costs based upon the experience and qualifications of the ENGINEER. In the event

that unknown and unexpected circumstances vary the costs subsequent to the award of the contract, ENGINEER shall provide revised estimate as soon as reasonably possible.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for ENGINEER shall be that which one would expect for a properly licensed ENGINEER for such type of work.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents. In the event of deficiencies, such deficiencies shall be corrected by ENGINEER and at the cost of ENGINEER and not CLIENT.

C. ENGINEER shall serve as CLIENT's prime professional under each Individual Project Supplement. ENGINEER may employ such subconsultants as ENGINEER deems necessary to assist in the performance or furnishing of the services unless that particular subconsultant is rejected by CLIENT.

D. ENGINEER and CLIENT shall comply with all Laws and Regulations in effect at the time each and all Individual Project Supplements, including the requirements, if applicable, that the Michigan Department of Transportation (MOOT) might require, including the use of their form contracts.

E. CLIENT shall render its best efforts in supplying what information it may have for such Project for the ENGINEER.

F. CLIENT shall make all decisions and carry out its responsibilities in a reasonably timely manner.

G. ENGINEER shall be responsible for giving all proper notices to proper parties and obtaining

such certifications that may be required for each Project.

H. Construction Costs will be that amount agreed to and where the limit of such Costs may be per each Individual Project Supplement.

I. If ENGINEER provides services for design for construction, the actual construction should be done by a contractor subject to deviation being approved by ENGINEER and CLIENT that might arise from time to time.

J. ENGINEER, its sub-consultants shall abide by all state and federal anti-discrimination laws and Fair Labor Standard Act.

6.02 Authorized Project Representatives

With the signing of an Individual Project Supplement, ENGINEER and CLIENT shall each designate specific individuals to act as the representatives for each respective party.

6.03 Use of Documents

ENGINEER will retain the right to make use of these documents for any other Project, but shall furnish to CLIENT copies of all such documents. CLIENT shall rely upon only those documents that have been signed by ENGINEER. It is understood that the documents provided to CLIENT may not necessarily be applicable to any other Project that CLIENT may foresee in the future.

6.04 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit D, "Insurance," with the CLIENT as an additional insured.

B. CLIENT shall require any contractors to maintain general liability and other insurance and include, besides CLIENT, the ENGINEER and any subconsultants as additional insureds.

C. ENGINEER shall deliver to CLIENT certificates of insurance evidencing the coverage indicated in Exhibit D. Such certificates shall be furnished prior to the commencement of any work.

D. CLIENT at any time may request an increase in insurance, and if so, such cost shall be borne by CLIENT.

6.05 Termination

A. The obligation to provide further services under this Agreement or any Individual Project Supplement may be terminated:

1. For cause,

a. By either party giving thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Individual Project Supplement hereunder through no fault of the terminating party.

b. By ENGINEER if the Project is delayed for more than ninety (90) days due to no fault of the ENGINEER, or ENGINEER is being asked to do something that is contrary to his responsibilities as licensed.

c. Termination shall not occur if there is a failure and cure is effectuated within thirty (30) days or such reasonable time it takes to cure such failure.

2. Without cause,

a. CLIENT may terminate by providing written notice of the termination to the ENGINEER, which shall be effective upon receipt.

b. In the event of a termination without cause, the CLIENT shall be responsible for the costs incurred up to the date of termination.

6.06 Controlling Law

A. This Agreement is governed by the laws of the State of Michigan.

6.07 Successors, Assigns, and Beneficiaries

A. ENGINEER, its partners, successors, and administrators are bound to the obligations provided under this Agreement and any supplementary agreement to all of the covenants thereunder.

B. Neither CLIENT nor ENGINEER may assign, sublet or transfer any rights under or interest in any monies due under this Agreement without the written consent of the other.

C. Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create liability to a third party. There are no third party beneficiaries.

6.08 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period not to exceed thirty (30) days from the date of written notice prior to exercising their rights under the provisions of this Agreement or under law.

B. If there is a dispute that has not been resolved, then such methods as may otherwise be agreed shall be used, and absent that, the court processes.

6.09 Hazardous Environmental Condition

A. CLIENT represents to ENGINEER that to the best of its knowledge there are not any

hazardous environmental conditions that have not been set forth in any Individual Project Supplement.

B. In the event there is discovery of any environmental conditions under either state or federal law, ENGINEER shall stop its work, consult with CLIENT on the best means of eradicating the situation. In no event does CLIENT guarantee or indemnify any potential exposure to such discovered hazardous materials.

C. This in fact may result in additional costs to CLIENT, as may be agreed to in writing between the parties relevant to the existence of hazardous materials.

6.10 Allocation of Risks/Indemnification

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners elected officials and employees from and against any and all costs, losses and damages,(including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or dispute resolution costs) caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees and ENGINEER's consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, consultants, officers, directors, partners, employees and ENGINEER's consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or its stated representative designees, but under no circumstances will

governmental immunity be waived.

6.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

6.12 Applicability of Master Agreement to Individual Project Supplement

The terms and conditions set forth in this Agreement apply to each Individual Project Supplement except as may be in conflict with the Individual Project Supplement, and in such case the Individual Project Supplement shall prevail.

6.13 Survival

Any representations and indemnifications or limitations of liability shall survive its completion or termination of the Project.

6.14 Severability

Any provision or part of this Agreement deemed to be inappropriate or stricken, the remainder shall be done, and if necessary, the language of the court direction shall reform the Agreement to be consistent with the intent of the parties.

6.15 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement. Any waiver must be in writing and signed by the parties.

6.16 Headings

Headings are merely for convenience.

6.17 Non-Exclusive and Non-Limiting Agreement

The parties are, absent conflicts of interest, able to hire or provide services to others.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof.

Additional Services. Services to be performed for CLIENT by ENGINEER in addition to that which has previously been set forth in the Individual Project Supplement.

Bid. The offer or proposal of a bidder submitted to the CLIENT.

Bidding Documents. The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and any other written or graphic documents issued prior to and description of the Bid to take place.

Change Order. A document recommended by either CLIENT or ENGINEER which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Times also recommended by ENGINEER.

Construction Costs. The cost to CLIENT of those portions of an entire Specific Project designed or specified by ENGINEER. Construction Costs shall be those items that are categorized and labeled within such document prepared by ENGINEER.

Contract Documents. Contract Documents are those documents that include the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and a Contractor, any graphic instruments or other documents used relevant to explanation and Bid Documents when attached as an Exhibit to the Construction Agreement or otherwise, bonds, any certifications, drawings and specifications, all written amendments, Change Orders, Field Orders and any ENGINEER's written interpretations and clarifications on or after the date of the Effective Date of the Construction Agreement.

Correction Period. That time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally six (6) years after the date of Substantial Completion or such longer period of time as may be prescribed by Law or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

Defective. Defective means any Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

Documents. Documents means and shall include data, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed or electronic media format, provided or furnished at times by ENGINEER to ENGINEER's subconsultants to CLIENT pursuant to this Agreement.

ENGINEER's Consultants. Individuals or entities having a contract with ENGINEER to furnish services with respect to a Specific Project as ENGINEER's independent

professional associates, Consultants, subcontractors or vendors. The term ENGINEER includes ENGINEER's Consultants.

Field Order. A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or Contract Terms.

Individual Project Supplement. A document executed by CLIENT and ENGINEER, including amendments, if any, stating the scope of services, ENGINEER's compensation, times for performance of services and other relevant information for a Specific Project.

Record Drawings. The Drawings as issued for construction on which ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

Samples. Physical examples of materials, equipment or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Specifications. That part of the Contract Documents prepared by ENGINEER consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and may include administrative details also.

Substantial Completion. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance

with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended.

Supplementary Conditions. That part of the Contract Documents which amends or supplements the General Conditions.

Work Change Directive. A written directive to a Contractor signed by CLIENT, but recommended by ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits A - D

8.02 Total Agreement

This Agreement, consisting of eight (8) pages inclusive, together with the Exhibits identified as included above, constitutes the entire Agreement between CLIENT and ENGINEER and supersedes all prior written or oral agreements. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

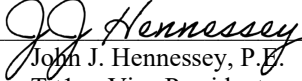
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

CLIENT:
CITY OF ROMULUS

ENGINEER:
HENNESSEY ENGINEERS, INC.

By: _____
Robert McCraight
Title: Mayor

By:  _____
John J. Hennessey, P.E.
Title: Vice President

Date Signed: _____

Date Signed: _____

Address for giving notices:

11111 S. Wayne Road
Romulus, MI 48174

Address for giving notices:

13500 Reeck Road
Southgate, MI 48195

By: _____
Ellen L. Craig-Bragg
Title: City Clerk

Date Signed : _____

This is Exhibit A, consisting of 12 pages, referred to in and part of the Master Agreement between the CLIENT

and ENGINEER for Professional Services dated the ____ day of _____, 20____

DESCRIPTION OF ENGINEER SERVICES

Services to be provided under an Individual Project Supplement may include the following:

PART I - BASIC SERVICES

All of the basic services indicated may not be required on all projects.

1. DESCRIPTION OF BASIC ENGINEERING SERVICES - CLIENT SPONSORED PROJECTS

A 1.01 S-1 Water Operator

A. The Engineer Shall:

1. Provide As-Needed assistance with Water Distribution Operator responsibilities for operation of the water distribution system and reporting to EGLE.

2. Assist the City of Romulus Water Department staff with preparation of contingency plans, reliability studies, permit reviews, bacteriological and lead/copper testing.

3. Conduct quarterly meetings with Water Department personal as directed by the CLIENT to check up on operations and report to Director of Public Works.

4. Prepare and/or assist Department staff in preparation of annual Consumer Confidence Report (CCR).

5. The S-1 Water Operator will meet with Water Department personal on as need basis quarterly

A1 .02 Study and Report Phase

A. After authorization to proceed, ENGINEER shall:

1. Consult with CLIENT to clarify and define CLIENT'S requirements for the project and review available data.

2. Advise CLIENT as to the necessity of CLIENT'S providing or obtaining from others data or services of the types described in Exhibit B of the Master

Agreement and assist CLIENT in obtaining such data and services.

3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.

4. Provide analysis of CLIENT's needs, and review or provide as required, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

5. Provide a general economic analysis of CLIENT's requirements applicable to various alternatives.

6. Prepare a Report containing schematic layout sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to CLIENT and setting forth ENGINEER's findings and recommendations including traffic control during construction when applicable. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by CLIENT) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for CLIENT pursuant to paragraphs Exhibit B of the Agreement, inclusive.

7. Furnish up to five copies of the Study and Report documents and review them in person with CLIENT.

A 1.03 Design Phase

- A. After authorization to proceed with the Design Phase, ENGINEER shall:
1. In consultation with CLIENT and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.
 2. Advise CLIENT if additional data or services of the types described in Exhibit B of the Agreement are necessary and assist CLIENT in obtaining such data and services.
 3. Provide topographic or other field surveys required for design purposes.
 4. Prepare, for incorporation in the Contract Documents, drawing to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Technical Specifications.
 5. Provide technical criteria, written descriptions and design data for CLIENT's use in filing application for permits with or obtaining approvals of

such governmental authorities as have jurisdiction to approve the design of the Project, and assist CLIENT in consultations with appropriate authorities.

6. Advise CLIENT of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish CLIENT a revised opinion of probable Total Project or Construction Costs. Furnish to CLIENT a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

7. Prepare for review and approval by CLIENT, its legal counsel and other advisors contract agreement forms, general conditions and supplementary specifications, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

8. Furnish up to five copies of the above documents and of the Drawings and Technical Specifications and present and review them in person with CLIENT.

9. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

10. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

11. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)" for those portions of the work as to which acceptability is required by the Bidding Documents.

12. Consult with CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

13. Attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services,

A.1.04 Construction Phase

A. Upon written authorization from the CLIENT to provide Construction Phase Services, ENGINEER shall:

1. General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of

ENGINEER as assigned in said General Conditions shall not be modified, except to the extent provided in this Exhibit, and except as ENGINEER may otherwise agree in writing. All of CLIENT's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of CLIENT to the extent provided in said General Conditions and consistent with the Contractor's contract work except as otherwise provided in writing.

2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

- a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified ENGINEER the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep CLIENT informed of the progress of the work.
- b. The resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in the General Conditions of the construction contract.
- c. The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified ENGINEER, to provide for CLIENT a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents have been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by their work in accordance with the Contract Documents. But in the event the ENGINEER observes a failure by the Contractor, the ENGINEER's representative shall immediately notify the nature of the failure and copy CLIENT in writing.

3. *Construction Staking.* ENGINEER shall provide engineering surveys to establish reference points for construction, as provided for in the Contract Documents, to enable Contractor(s) to proceed with the layout of the work.

4. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

5. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare and change orders as required.

6. *Shop Drawings and Samples.* ENGINEER shall review Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

7. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph A3.01 and 5.01.2 of Exhibit A.

8. *Inspections and Tests.* ENGINEER shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

9. *Disputes between CLIENT and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of CLIENT and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

10. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified ENGINEER, on information provided by the Resident Project Representative and on review of application for payment and the accompanying data and schedules:

- a. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has

progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities allowed by the Contract Documents).

b. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work except for gross neglect. It will also not be ordinary care impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

11. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.

12. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work is acceptable so that an ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to CLIENT and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations previously expressed.

13. Record Prints. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

14. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor of supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work except as set forth in this Exhibit.

A1 .05 Post-Construction Phase.

A. Upon written authorization from CLIENT to begin Post-Construction Phase Services, ENGINEER shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment of systems.
2. Assist CLIENT in training CLIENT's staff to operate and maintain Project, equipment and systems.
3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.
4. Together CLIENT, visit the Specific Project to observe any apparent defects in the Work assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. In company with CLIENT or CLIENT's representative, provide an inspection of the Specific Project within one month before the end of the Correction Period ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Individual Project Supplement, will terminate at the end of the correction Period.

II. DESCRIPTION OF BASIC ENGINEERING SERVICES-PRIVATE DEVELOPMENT PROJECTS

The ENGINEER will also further provide the following services for private development projects as requested or directed by the CLIENT.

A. Review all site plans forwarded by the CLIENT with respect to general engineering related issues, including such items as availability of water supply, sanitary sewers, storm drainage, and grading. This will be a cursory review to determine that any proposed projects can be built or accommodated in accordance with City standards. More specifically:

1. Review site plans for general development of subdivisions and multiple developments, including review of available water supply, storm drainage, sanitary sewers, streets, and site grading plans of subdivision lots and multiple developments.

2. Review of site plans for commercial and industrial projects for available water supply, storm drainage, streets, and sanitary sewers; review of collection of stormwater on-site and elevations of buildings as required.

B. Review all detailed site development (engineering construction) plans forwarded by the CLIENT. This will be a more detailed review that the utilities (sanitary sewer, water main, and storm) comply with applicable community, county, and state standards and requirements, and with accepted engineering practices, as appropriate.

A2.02 Preconstruction Phase Services.

A. Check Contractor/Project Sponsor submittals, permits and agency approvals received, and other related project documents provided, compare them against the Community's adopted preconstruction requirements to determine when the requirements appear to all have been met, and advise the CLIENT accordingly.

B. Schedule and attend a preconstruction meeting with representatives of the CLIENT, the project sponsor/Contractor(s), and other interested agencies or utility providers, to review and discuss the project, resolve questions and encourage coordination during the construction phase.

A2.03 Construction Phase Services

Provide construction observation services to ensure that underground storm, sanitary, and water mains on projects within the City are constructed in general conformance with the community standards and the approved project plans. Specifically, provide the services described as:

1. With respect to improvements intended to become a part of public system(s), as detailed in the following paragraphs of this Exhibit A: A 1.03.A. 1 through A1.03.A.4, A1.03.A.6 through A1.03.A.9, and A1.03.A. 11 through A 1.03.A. 14.

2. When requested by the CLIENT, ENGINEER also shall provide the services as outlined in paragraphs A1.03, A.5 and/or At.03.A10.

A. Provide review comments and recommendations for CLIENT approval of final measure plans and of any required easements for the projects.

B. Provide construction phase services as detailed in A2.03.A and A2.03B, above, with respect to improvements intended to remain private, when requested by the CLIENT.

C. Field check completed projects and/or other sites for general compliance with site plans and/or site development plans when requested.

III. MISCELLANEOUS ENGINEERING SERVICES

A3.01 The ENGINEER will furnish to the CLIENT construction engineering, construction survey, construction inspection, construction administration, and design engineering on any project upon written request.

IV. MEETING/ATTENDANCE

A4.01 The ENGINEER or his representative shall be available and will attend any regular counselor meetings, upon request and will attend any regular Council meeting(s), upon request.

A4.02 When specifically requested by authorized representative(s) of the CLIENT, the ENGINEER or his representative shall attend any special meetings or hearings.

PART 2 - ADDITIONAL SERVICES

A.5.01 Additional Services Requiring CLIENT's Authorization in Advance

A. If authorized in writing by CLIENT, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an Individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or view of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.

3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Individual Project Supplement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from CLIENT's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph

5. Services required as a result of CLIENT's providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for CLIENT's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys or materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
8. Furnishing services of ENGINEER's Consultants for other than specified in the Individual Project Supplement.
9. Services attributable to more prime construction contracts than specified in the Individual Project Supplement.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices request by CLIENT for the Work or a portion thereof.
12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for Construction, materials, equipment, or services.
14. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.03.A3, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the Contract Times set forth in the Individual Project Supplement.
16. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
19. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT under paragraph 6.01.G of the Agreement or Individual Project Supplement.
20. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
21. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
22. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
23. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
24. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.
25. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an Individual Project Supplement.

A5.02 Additional Services Not Requiring CLIENT'S Authorization in Advance

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.

1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving

services beyond normal working hours.

Initialed by:

CLIENT

ENGINEER

This is Exhibit B, consisting of 3 pages, referred to in and part of the Master Agreement between the CLIENT and ENGINEER for Professional Services dated the ____ day of _____, 20____

SCHEDULE OF CLIENT'S RESPONSIBILITIES

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an Individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, Client shall:

A. Provide ENGINEER subject to CLIENT's ability and knowledge with all known criteria and full information as to Client's requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for ENGINEER to include the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other known available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following ENGINEER's assessment of initially-available project information and data and upon ENGINEER's request subject to CLIENT's ability and knowledge, furnish or otherwise make available such additional project related information and data in its possession as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.
6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Individual Project Supplement.

D. Give prompt written notice to ENGINEER whenever Client observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature of extent not identified in the Individual Project Supplement or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in the Individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as permitted lawfully as required for ENGINEER to perform services under the Individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, specifications, proposals, and other documents presented by ENGINEER for a Specific Project (including obtaining advice of attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examinations) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by ENGINEER with input and aid of ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project with input and aid of ENGINEER

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as Client requires, a Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as Client requires to ascertain how or for what purpose a Contractor with ENGINEER's overseeing has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent ENGINEER's employed by Client to perform or furnish services in regard to a Specific Project wherein Hennessey is engaged in the same project, including, but not limited to, cost estimating, project peer review, value engineering, constructability or any other assignment.

K. Furnish to ENGINEER data as to Client's anticipated costs for services to be provided by others for Client so that ENGINEER may make necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If Client designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent Client at the Specific Project Site, define and set forth in the Individual Project Supplement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work of a Specific Project designed or specified by ENGINEER, designate in the Individual Project Supplement a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereto to the duties, responsibilities, and authority of ENGINEER.

N. Attend the pre-Bid conference, Bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the work for a Specific Project with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (disclose the identity of such individual or entity to ENGINEER) as Client determines necessary to verify:

- I. That a contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provision of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01 .O and P.

Initialed by:

CLIENT

ENGINEER

This is Exhibit C, consisting of 4 pages, referred to in and part of the Master Agreement between the CLIENT and ENGINEER for Professional Services dated the ____ day of _____, 20____

PAYMENT TO ENGINEER

Article 4 of the Agreement is amended and supplemented to include the following of the parties.

Article 4 - PAYMENT TO ENGINEER

C4.01 Method of Payment of Services and Expenses for CLIENT Sponsored Projects.

- A. *Basic Services.* CLIENT shall pay ENGINEER for Basic Services rendered under Part I, Section I in Exhibit A, by one of the compensation formats listed in Paragraph C4.0 I.A.I, where such format is agreed to by the CLIENT and ENGINEER in an individual Project Supplement. In the absence of such Individual Project Supplement compensation format agreement(s), the compensation format used will be as outlined in Paragraphs C4.0I .A.2. through C4.0I.A.5.
1. Compensation Format Options
- a. Time and Materials - full amount of the actual cost incurred, at the rates specified in the current BILLING RATE SCHEDULE (~~current~~ schedule as of date of this Agreement is attached as Schedule A);
 - b. Quarterly Reoccurring Charges – Professional Services for the S-1 Operation of the Water Distribution system will be billed on a quarterly basis as a Civil Engineer 4.
 - c. Lump Sum Basis - where the scope and duration of the work may be clearly defined.
2. Study and Report Phase Services. On the basis of ENGINEER's current BILLING RATE SCHEDULE for all Study and Report Phase Services rendered on the Project.
3. Design Phase Services. On the basis of ENGINEER's current BILLING RATE SCHEDULE for all Design Phase Services rendered on the Project.
4. Construction Phase Services. For services of ENGINEER during construction phase furnished under Article A 1.03, on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered by staff assigned to the Construction Phase.
5. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Basic Services which rate must be first approved in writing by the CLIENT, the ENGINEER will invoice the CLIENT for payment at cost times 1.15 for the services.

B. *Additional Services.* CLIENT shall pay ENGINEER for Additional Services rendered under Part 2 in Exhibit A as follows:

1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the specific Project and rendered pursuant to the Agreement (except services as a consultant or witness under paragraph Part 2, A.5.01.A.18 of Exhibit A), on the basis of ENGINEER's current BILLING RATE SCHEDULE.
 2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to the Agreement as which rate must be first approved in writing by the CLIENT, the ENGINEER will invoice the CLIENT for payment at cost times 1.15.
 3. Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph Part 2, A.5.01.A.18 of Exhibit A, of the Agreement, at a mutually agreed upon rate per day or any portion thereof not to exceed the hourly rate previously approved by CLIENT in writing (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph C4.01.B.I). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph C4.01.B.2.
- C. *For Reimbursable Expenses.* In addition to payment provided for in paragraphs C4.01 .A. and C4.0 I.B., CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses in connection with all Basic and Additional Services, if the services are not Lump Sum.
- D. The term "Reimbursable Expenses" has the meaning assigned to it in paragraph C4.07.

C4.02 Method of Payments for Services and Expenses for Private Development Projects

A. *Site plan and Site Development Reviews.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered on the review. The project sponsor's deposit, in an amount determined from a standard review fee estimating schedule to be developed and approved by the CLIENT and ENGINEER in writing, shall be collected by the CLIENT prior to forwarding the plans to ENGINEER for review.

B. *Land Divisions.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered on the review.

C. *Preconstruction and Construction Phase Services.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered by staff as referenced in Articles 2.02 and 2.03 of Exhibit A. Budget estimates for the project sponsor's deposit, which

shall be collected by the CLIENT before initiation of the preconstruction services, shall be determined from a construction deposit estimating schedule to be developed and approved by the CLIENT and ENGINEER in writing, or upon ENGINEER's estimate in writing if Project conditions indicate a revised deposit amount may be required.

D. *Notice of Relationship of Payments to Estimated Project Sponsor Deposit(s).* If it becomes apparent to ENGINEER at any time before the services for which the deposit was made exceed about 80% of the deposit amount, that the requirements for the outlined portions of the project cannot be completed with the remaining funds, the CLIENT will be notified. The CLIENT shall obtain such additional deposit(s) from the project sponsor to cover the estimated costs services to complete the outlined project work, if available, require the project work to be terminated, or a reduction in the remaining services to be rendered by ENGINEER on the project shall be agreed to by the CLIENT and ENGINEER in writing such that the deposit amount will not be exceeded.

E. For services and reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render services under Section II of Exhibit A, the ENGINEER will invoice the CLIENT for payment at cost previously approved in writing by CLIENT times 1.15 for services.

C4.03 Miscellaneous Engineering Services.

A. Miscellaneous day-to-day engineering services as referenced in Article A3.01 of Exhibit A, shall be compensated on the basis of ENGINEER's current BILLING RATE SCHEDULE, unless otherwise agreed to in writing by CLIENT and ENGINEER at the time the miscellaneous services are authorized.

C4.04 Meetings/Attendance

A. Attendance at meetings or hearings, when requested by the CLIENT, will be compensated on the basis of the ENGINEER's current BILLING RATE SCHEDULE.

C4.05 Fee Schedule

A. *Amending Fee Schedules.* Schedule A, BILLING RATE SCHEDULE, may be amended by the mutual consent of the CLIENT and ENGINEER upon thirty (30) days written notice.

1. Schedule A, BILLING RATE SCHEDULE, will be modified periodically and equitably each year to reflect changes in salary of staff, current equipment costs, and current overhead costs but in accord with financial capability of CLIENT.

B. *Effective Date of Fee Schedule.* Schedule A shall become effective immediately upon the date of the Agreement and shall apply immediately to on-going work and future work.

C4.06 Payments to ENGINEER

ENGINEER shall submit monthly invoices for basic and additional services rendered and for reimbursable expenses incurred. The invoice will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing for lump sum projects, or actual time and expenses incurred for hourly rate (time and materials) projects. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly invoices.

C4.07 Definitions.

Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER 's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; reproduction of report; Drawings, Specifications, Bidding Documents and similar Project-related items; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates. Reimbursable Expenses will also include expenses incurred for highly specialized equipment, including appropriate charge for previously established programs and expenses of photographic production techniques.

· Initialed

by:

CLIENT

ENGINEER

This is Exhibit D, consisting of 2 pages, referred to in and part of the Master Agreement between the CLIENT and ENGINEER for Professional Services dated the _____ day of _____, 20____

INSURANCE

The ENGINEER shall purchase the following minimum insurance coverage:

A6.05 Insurance

- A. Workers' Compensation Insurance: ENGINEER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan and verify Contractor and all consultants of same and/or ENGINEER have Workers' Compensation including Employer's Liability Coverage.
- B. Commercial General Liability Insurance: ENGINEER shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an Occurrence Basis with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage, Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed operations Liability with limits of liability not less than \$2,000,000; (3) Independent Contractors Coverage; (4) Broad Fonn General Liability Extensions or equivalent; (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (6) per contract aggregate and confirm that the Contractor and any and all CONSULTANTS have similar type coverage or that greater amount ENGINEER feels is adequate and verify Contractor and all CONSULTANTS have adequate and under all instances under such provisions of subparagraph B that the CLIENT is additional insured under same.
- C. Motor Vehicle Liability: ENGINEER shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$2,000,000 per occurrence combined with single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles and assure Contractor and CONSULTANTS have same.

- D. Professional Liability: Errors and Omissions on a Claims Made Basis with limits of liability of not less than \$2,000,000.
- E. Umbrella Liability: Engineer shall procure and maintain during the life of the Master Agreement Umbrella Coverage in the amount of \$2,000,000 per occurrence.

Initialed by:

CLIENT

ENGINEER

2022
SCHEDULE A
BILLING RATE SCHEDULE
CITY OF ROMULUS

HENNESSEY GROUP	JOB TITLE	LABOR CODE	HOURLY RATE
Administrative Group	President	A01	\$ 189.00
	Vice President	A02	171.00
	Director of QA/QC	A05	152.00
	Special Project Manager	A06	110.00
Design Group	Department Head	D01	\$ 152.00
	Civil Engineer 6	D02	132.00
	Civil Engineer 5	D03	124.00
	Civil Engineer 4	D04	118.00
	Civil Engineer 3	D05	106.00
	Civil Engineer 2	D06	90.00
	Civil Engineer 1	D07	84.00
	Architect 3	D08	94.30
	Architect 2	D09	86.00
	Architect 1	D10	76.00
	CAD Operator 2	D11	86.00
	CAD Operator 1	D12	79.00
	Field Manager	D14	100.00
Surveying Group	Department Head	S01	\$ 152.00
	One Person - GPS	GP1	127.00
	Two Person Crew	S02	185.00
	Three Person Crew	S03	223.00
	Professional Surveyor	S05	142.00
	Party Chief	S06	97.00
	Surveying Tech 2	S07	85.00
	Surveying Tech 1	S08	76.00
Geotechnical Group	Department Head	G01	\$ 152.00
	Professional Engineer	G02	124.00
	Hydro-geologist	G03	124.00
	Geotechnical Engineer	G04	10.00
Construction Group	Department Head	C01	\$ 152.00
	Construction Engineer 3	C02	95.00
	Construction Engineer 2	C03	85.00
	Construction Engineer 1	C04	79.00

All overtime work (work over 8 hours per day and work on Saturdays, Sundays, and Holidays) will be charged at a rate equal to 1.5 times the straight time hourly rate, except for Principal.



HENNE-1

OP ID: MP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 02/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles O. Howey, Jr. Howey & Associates, Inc. 22333 Allen Road Woodhaven, MI 48183 Charles O. Howey, Jr.	CONTACT NAME: Charles O. Howey, Jr. PHONE (A/C, No, Ext): 734-676-6600 FAX (A/C, No): 734-676-1372 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER B: Cincinnati Insurance Co.</td> <td>10677</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty	20443	INSURER B: Cincinnati Insurance Co.	10677	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Hennessey Engineers, Inc. Soil Engineers & Scientists, I Hennessey and Hami, Inc. Ruby Land Company 13500 Reeck Road Southgate, MI 48195															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		B2072214232	02/14/2021	02/14/2022	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Contractual Liab						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							Emp Ben. \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			EBA0568845	02/14/2021	02/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR			EXS 0011749	02/14/2021	02/14/2022	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ \$0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC0568848	02/04/2021	02/04/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			AEH004316412	02/14/2021	02/14/2022	see notes 3,000,000
B	Leased Equip			EPP0568845	02/14/2021	02/14/2022	see notes 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is listed as additional insured with regards to the Commercial General Liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

CITYROM City of Romulus 12600 Wayne Rd. Romulus, MI 48174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charles O. Howey, Jr
---	---

Cincinnati Ins. Co.,
Policy # EPP0568845
Leased Equipment
\$25,000 per item, \$500 Ded

Professional Liability:
Continental Casualty Co.
Claims Made - \$3,000,000
Policy Period Aggregate: \$3,000,000
Deductible \$25,000
Policy #AEH004316412

GL- SB146968B 6/16 Bkt Addl Insd, w/PNC and Bkt Waiver - included
GL- SB146932F 6/16 Bkt Addl Insd, Liab Ext

AA4172 09/09 BLANKET WAIVER OF SUBROGATION - AUTO
AA288 01/13 Cincinnati Bus Auto Expanded Coverage Endt-Blkt WOS, PNC & AI

WC- WC000313 4/84 Blkt Waiver of Subrogation



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 13, 2021**

Item No. E.

General Description: Professional Services Agreement - ROWE

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Professional Services Agreement - ROWE
DATE: December 8, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached professional services agreement with ROWE Professional Services Company for professional services until December 31, 2024.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached professional services agreement with ROWE Professional Services Company for professional services until December 31, 2024.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, DPW Director

CC: Kathy Hood, Assistant Director of DPW

DATE: December 8th, 2021

SUBJECT: Professional Services Agreement Extension (PSA) – With ROWE Engineering

Mayor,

Based on the expiration of the ROWE's contract this month, the DPW recommends extending the professional services agreement for another 3 years. This will provide continuity with insurance, and contract requirements with projects currently underway. In addition, we use ROWE as an alternate engineering firm on various projects throughout the year.

Please note, the City Attorney's office, Steve Hitchcock, has approved the contract extension with minor changes. At this time, please proceed with presentation to City Council and signature of the agreement.

If you have any questions, please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, DPW Director

y:\admin documents\psa's\2021\letter to council.doc

MASTER AGREEMENT

Between
City of Romulus
And

For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of the _____ day of _____, _____, between the City of Romulus, a Michigan Municipal Corporation with its office located at 11111 Wayne Road, Romulus, Michigan 48174 (CLIENT) and _____, a Michigan _____, having an office located at _____ (ENGINEER).

WHEREAS, the City would like to engage the professional services of the ENGINEER on an as needed basis to perform engineering services;

NOW, THEREFORE, CLIENT and ENGINEER, in consideration of their mutual covenants, adequate consideration being acknowledged, hereby agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. The services to be provided by ENGINEER will include such of the Basic and Additional Services as more specifically set forth in Exhibit A, and as authorized by CLIENT as provided herein. Specific projects will be detailed in a duly executed Individual Project Supplement. Each Individual Project Supplement will indicate the tasks and functions to be performed.

B. The general format of an Individual Project Supplement is shown in Exhibit A attached.

C. The CLIENT is not obligated to issue Individual Project Supplements, nor is CLIENT limited to the services of ENGINEER, and in fact acknowledgment is made that the CLIENT uses different engineering service companies.

D. ENGINEER shall not be obligated to perform any prospective Individual Project

Supplement unless and until CLIENT and ENGINEER agree in writing as to the specifics, compensation and all other relevant matters.

1.02 Individual Project Supplement Procedure

CLIENT and ENGINEER are required to define the work, the compensation, the timeliness and such agreement shall be properly executed by both parties.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

CLIENT's responsibilities will be dependent upon the particular Project, and will be set forth in a form identical and/or similar to Exhibit B.

ARTICLE 3 - TERM: TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Individual Project Supplements issued hereunder for _____ (__) year(s) from the Effective Date of this Agreement.

B. This Agreement may be renewed or extended with or without changes, but must be evidenced by written mutually signed amendments.

3.02 Times for Rendering Services

A. Unless stated otherwise, in any Individual Project Supplement, the ENGINEER will perform all services and provide all required materials within a reasonable time.

B. The reasonable time shall be extended where causes beyond the control of the party without fault results in timeliness being delayed. In such event, such party must notify the other in writing as to the cause and the effect.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization or verification of completion of services on a particular Project, ENGINEER may give written notice to CLIENT that failure to act within seven (7) days, engineering services will be suspended under that particular Project until completion by CLIENT.

B. In the event that through no fault of CLIENT or ENGINEER services are having to be extended beyond ninety (90) days, then the parties may sit down and discuss what additional costs have been incurred for such delay that extends beyond ninety (90) days.

ARTICLE 4 - PAYMENT TO ENGINEER

4.01 Payment for Services and Reimbursable Expenses of ENGINEER

CLIENT shall pay ENGINEER as set forth herein and in each Individual Project Supplement.

4.02 Other Payment Provisions

A. *Payment.* Payment shall be made for all expenses and services due and payable within forty-five (45) days of receipt. Failure to make payment within such time may result in ENGINEER suspending further work.

B. *Disputed Invoices.* If there is a portion of an invoice that is disputed, that portion shall be withheld, and the undisputed portion shall be paid.

C. *Payments Upon Termination.*

1. In the event of termination, all bills current to that time shall be paid within such forty-five (45) days.

D. *Records of ENGINEER'S Costs.* Records shall be kept according to the generally accepted accounting practices for those terms for the particular type of Project that is involved.

E. *Legislative Actions.* In the event there are additional costs initiated through legislative actions, the CLIENT shall be responsible for paying those, such as additional taxes or fees for services of ENGINEER.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

ENGINEER will render its best estimate of costs based upon the experience and qualifications of the ENGINEER. In the event

that unknown and unexcepted circumstances vary the costs subsequent to the award of the contract, ENGINEER shall provide revised estimate as soon as reasonably possible.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for ENGINEER shall be that which one would expect for a properly licensed ENGINEER for such type of work.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents. In the event of deficiencies, such deficiencies shall be corrected by ENGINEER and at the cost of ENGINEER and not CLIENT.

C. ENGINEER shall serve as CLIENT's prime professional under each Individual Project Supplement. ENGINEER may employ such subconsultants as ENGINEER deems necessary to assist in the performance or furnishing of the services unless that particular subconsultant is rejected by CLIENT.

D. ENGINEER and CLIENT shall comply with all Laws and Regulations in effect at the time each and all Individual Project Supplements, including the requirements, if applicable, that the Michigan Department of Transportation (MDOT) might require, including the use of their form contracts.

E. CLIENT shall render its best efforts in supplying what information it may have for such Project for the ENGINEER.

F. CLIENT shall make all decisions and carry out its responsibilities in a reasonably timely manner.

G. ENGINEER shall be responsible for giving all proper notices to proper parties and obtaining

such certifications that may be required for each Project.

H. Construction Costs will be that amount agreed to and where the limit of such Costs may be per each Individual Project Supplement.

I. If ENGINEER provides services for design for construction, the actual construction should be done by a contractor subject to deviation being approved by ENGINEER and CLIENT that might arise from time to time.

J. ENGINEER, its sub-consultants shall abide by all state and federal anti-discrimination laws and Fair Labor Standard Act.

6.02 Authorized Project Representatives

With the signing of an Individual Project Supplement, ENGINEER and CLIENT shall each designate specific individuals to act as the representatives for each respective party.

6.03 Use of Documents

ENGINEER will retain the right to make use of these documents for any other Project, but shall furnish to CLIENT copies of all such documents. CLIENT shall rely upon only those documents that have been signed by ENGINEER. It is understood that the documents provided to CLIENT may not necessarily be applicable to any other Project that CLIENT may foresee in the future.

6.04 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit D, "Insurance," with the CLIENT as an additional insured.

B. CLIENT shall require any contractors to maintain general liability and other insurance and include, besides CLIENT, the ENGINEER and any subconsultants as additional insureds.

C. ENGINEER shall deliver to CLIENT certificates of insurance evidencing the coverage indicated in Exhibit D. Such certificates shall be furnished prior to the commencement of any work.

D. CLIENT at any time may request an increase in insurance, and if so, such cost shall be borne by CLIENT.

6.05 Termination

A. The obligation to provide further services under this Agreement or any Individual Project Supplement may be terminated:

1. *For cause,*

a. By either party giving thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Individual Project Supplement hereunder through no fault of the terminating party.

b. By ENGINEER if the Project is delayed for more than ninety (90) days due to no fault of the ENGINEER, or ENGINEER is being asked to do something that is contrary to his responsibilities as licensed.

c. Termination shall not occur if there is a failure and cure is effectuated within thirty (30) days or such reasonable time it takes to cure such failure.

2. *Without cause,*

a. CLIENT may terminate by providing written notice of the termination to the ENGINEER, which shall be effective upon receipt.

b. In the event of a termination without cause, the CLIENT shall be responsible for the costs incurred up to the date of termination.

6.06 Controlling Law

A. This Agreement is governed by the laws of the State of Michigan.

6.07 Successors, Assigns, and Beneficiaries

A. ENGINEER, its partners, successors, and administrators are bound to the obligations provided under this Agreement and any supplementary agreement to all of the covenants thereunder.

B. Neither CLIENT nor ENGINEER may assign, sublet or transfer any rights under or interest in any monies due under this Agreement without the written consent of the other.

C. Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create liability to a third party. There are no third party beneficiaries.

6.08 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period not to exceed thirty (30) days from the date of written notice prior to exercising their rights under the provisions of this Agreement or under law.

B. If there is a dispute that has not been resolved, then such methods as may otherwise be agreed shall be used, and absent that, the court processes.

6.09 Hazardous Environmental Condition

A. CLIENT represents to ENGINEER that to the best of its knowledge there are not any

hazardous environmental conditions that have not been set forth in any Individual Project Supplement.

B. In the event there is discovery of any environmental conditions under either state or federal law, ENGINEER shall stop its work, consult with CLIENT on the best means of eradicating the situation. In no event does CLIENT guarantee or indemnify any potential exposure to such discovered hazardous materials.

C. This in fact may result in additional costs to CLIENT, as may be agreed to in writing between the parties relevant to the existence of hazardous materials.

6.10 Allocation of Risks/Indemnification

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners elected officials and employees from and against any and all costs, losses and damages, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees and ENGINEER's consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, consultants, officers, directors, partners, employees and ENGINEER's consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or its stated representative designees, but under no circumstances will

governmental immunity be waived.

6.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

6.12 Applicability of Master Agreement to Individual Project Supplement

The terms and conditions set forth in this Agreement apply to each Individual Project Supplement except as may be in conflict with the Individual Project Supplement, and in such case the Individual Project Supplement shall prevail.

6.13 Survival

Any representations and indemnifications or limitations of liability shall survive its completion or termination of the Project.

6.14 Severability

Any provision or part of this Agreement deemed to be inappropriate or stricken, the remainder shall be done, and if necessary, the language of the court direction shall reform the Agreement to be consistent with the intent of the parties.

6.15 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement. Any waiver must be in writing and signed by the parties.

6.16 Headings

Headings are merely for convenience.

6.17 Non-Exclusive and Non-Limiting Agreement

The parties are, absent conflicts of interest, able to hire or provide services to others.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof.

Additional Services. Services to be performed for CLIENT by ENGINEER in addition to that which has previously been set forth in the Individual Project Supplement.

Bid. The offer or proposal of a bidder submitted to the CLIENT.

Bidding Documents. The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and any other written or graphic documents issued prior to and description of the Bid to take place.

Change Order. A document recommended by either CLIENT or ENGINEER which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Times also recommended by ENGINEER.

Construction Costs. The cost to CLIENT of those portions of an entire Specific Project designed or specified by ENGINEER. Construction Costs shall be those items that are categorized and labeled within such document prepared by ENGINEER.

Contract Documents. Contract Documents are those documents that include the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and a Contractor, any graphic instruments or other documents used relevant to explanation and Bid Documents when attached as an Exhibit to the Construction Agreement or otherwise, bonds, any certifications, drawings and specifications, all written amendments, Change Orders, Field Orders and any ENGINEER's written interpretations and clarifications on or after the date of the Effective Date of the Construction Agreement.

Correction Period. That time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally six (6) years after the date of Substantial Completion or such longer period of time as may be prescribed by Law or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

Defective. Defective means any Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

Documents. Documents means and shall include data, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed or electronic media format, provided or furnished at times by ENGINEER to ENGINEER's subconsultants to CLIENT pursuant to this Agreement.

ENGINEER's Consultants. Individuals or entities having a contract with ENGINEER to furnish services with respect to a Specific Project as ENGINEER's independent

professional associates, Consultants, subcontractors or vendors. The term ENGINEER includes ENGINEER's Consultants.

Field Order. A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or Contract Terms.

Individual Project Supplement. A document executed by CLIENT and ENGINEER, including amendments, if any, stating the scope of services, ENGINEER's compensation, times for performance of services and other relevant information for a Specific Project.

Record Drawings. The Drawings as issued for construction on which ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

Samples. Physical examples of materials, equipment or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Specifications. That part of the Contract Documents prepared by ENGINEER consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and may include administrative details also.

Substantial Completion. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance

with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended.

Supplementary Conditions. That part of the Contract Documents which amends or supplements the General Conditions.

Work Change Directive. A written directive to a Contractor signed by CLIENT, but recommended by ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

INTENTIONALLY LEFT BLANK

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits A - D

8.02 Total Agreement

This Agreement, consisting of eight (8) pages inclusive, together with the Exhibits identified as included above, constitutes the entire Agreement between CLIENT and ENGINEER and supersedes all prior written or oral agreements. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

CLIENT:
CITY OF ROMULUS

ENGINEER:

By: _____
Alan R. Lambert
Title: Mayor

By: _____
Title:

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

11111 S. Wayne Road
Romulus, MI 48174

This is **Exhibit A**, consisting of 11 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

DESCRIPTION OF ENGINEER SERVICES

Services to be provided under an Individual Project Supplement may include the following:

PART 1 - BASIC SERVICES

All of the basic services indicated may not be required on all projects.

I. DESCRIPTION OF BASIC ENGINEERING SERVICES – CLIENT SPONSORED PROJECTS

A1.01 Study and Report Phase

A. After authorization to proceed, ENGINEER shall:

1. Consult with CLIENT to clarify and define CLIENT'S requirements for the project and review available data.
2. Advise CLIENT as to the necessity of CLIENT'S providing or obtaining from others data or services of the types described in Exhibit B of the Master Agreement and assist CLIENT in obtaining such data and services.
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
4. Provide analysis of CLIENT's needs, and review or provide as required, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
5. Provide a general economic analysis of CLIENT's requirements applicable to various alternatives.
6. Prepare a Report containing schematic layout sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to CLIENT and setting forth ENGINEER's findings and recommendations including traffic control during construction when applicable. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by CLIENT) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for CLIENT pursuant to paragraphs Exhibit B of the Agreement, inclusive.

7. Furnish up to five copies of the Study and Report documents and review them in person with CLIENT.

A1.02 Design Phase

A. After authorization to proceed with the Design Phase, ENGINEER shall:

1. In consultation with CLIENT and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.
2. Advise CLIENT if additional data or services of the types described in Exhibit B of the Agreement are necessary and assist CLIENT in obtaining such data and services.
3. Provide topographic or other field surveys required for design purposes.
4. Prepare, for incorporation in the Contract Documents, drawing to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Technical Specifications.
5. Provide technical criteria, written descriptions and design data for CLIENT's use in filing application for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist CLIENT in consultations with appropriate authorities.
6. Advise CLIENT of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish CLIENT a revised opinion of probable Total Project or Construction Costs. Furnish to CLIENT a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
7. Prepare for review and approval by CLIENT, its legal counsel and other advisors contract agreement forms, general conditions and supplementary specifications, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
8. Furnish up to five copies of the above documents and of the Drawings and Technical Specifications and present and review them in person with CLIENT.
9. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
10. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

11. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)" for those portions of the work as to which acceptability is required by the Bidding Documents.

12. Consult with CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

13. Attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

A.1.03 Construction Phase

A. Upon written authorization from the CLIENT to provide Construction Phase Services, ENGINEER shall:

1. General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except to the extent provided in this Exhibit, and except as ENGINEER may otherwise agree in writing. All of CLIENT's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of CLIENT to the extent provided in said General Conditions and consistent with the Contractor's contract work except as otherwise provided in writing.

2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified ENGINEER the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep CLIENT informed of the progress of the work.

b. The resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in the General Conditions of the construction contract.

c. The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to be better carry out the duties and responsibilities assigned to and undertaken by ENGINEER

during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified ENGINEER, to provide for CLIENT a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents have been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by their work in accordance with the Contract Documents. But in the event the ENGINEER observes a failure by the Contractor, the ENGINEER's representative shall immediately notify the nature of the failure and copy CLIENT in writing.

3. *Construction Staking.* ENGINEER shall provide engineering surveys to establish reference points for construction, as provided for in the Contract Documents, to enable Contractor(s) to proceed with the layout of the work.

4. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

5. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare and change orders as required.

6. *Shop Drawings and Samples.* ENGINEER shall review Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

7. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph A3.01 and 5.01.2 of Exhibit A.

8. *Inspections and Tests.* ENGINEER shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

9. *Disputes between CLIENT and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of CLIENT and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

10. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified ENGINEER, on information provided by the Resident Project Representative and on review of application for payment and the accompanying data and schedules:

a. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities allowed by the Contract Documents).

b. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work except for gross neglect. It will also not be ordinary care impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine the title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

11. *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance

with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.

12. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work is acceptable so that an ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to CLIENT and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations previously expressed.

13. Record Prints. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

14. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor of supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work except as set forth in this Exhibit.

A1.04. Post-Construction Phase.

A. Upon written authorization from CLIENT to begin Post-Construction Phase Services, ENGINEER shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment of systems.
2. Assist CLIENT in training CLIENT's staff to operate and maintain Project, equipment and systems.
3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.
4. Together CLIENT, visit the Specific Project to observe any apparent defects in the Work assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. In company with CLIENT or CLIENT's representative, provide an inspection of the Specific Project within one month before the end of the Correction Period ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Individual Project Supplement, will terminate at the end of the Correction Period.

II. DESCRIPTION OF BASIC ENGINEERING SERVICES—PRIVATE DEVELOPMENT PROJECTS

The ENGINEER will also further provide the following services for private development projects as requested or directed by the CLIENT.

A2.01 Site Plan and Site Development Reviews

A. Review all site plans forwarded by the CLIENT with respect to general engineering related issues, including such items as availability of water supply, sanitary sewers, storm drainage, and grading. This will be a cursory review to determine that any proposed projects can be built or accommodated in accordance with City standards. More specifically:

1. Review site plans for general development of subdivisions and multiple developments, including review of available water supply, storm drainage, sanitary sewers, streets, and site grading plans of subdivision lots and multiple developments.

2. Review of site plans for commercial and industrial projects for available water supply, storm drainage, streets, and sanitary sewers; review of collection of stormwater on-site and elevations of buildings as required.

B. Review all detailed site development (engineering construction) plans forwarded by the CLIENT. This will be a more detailed review of the utilities (sanitary sewer, water main, and storm) to comply with applicable community, county, and state standards and requirements, and with accepted engineering practices, as appropriate.

A2.02 Preconstruction Phase Services.

A. Check Contractor/Project Sponsor submittals, permits and agency approvals received, and other related project documents provided, compare them against the Community's adopted preconstruction requirements to determine when the requirements appear to all have been met, and advise the CLIENT accordingly.

B. Schedule and attend a preconstruction meeting with representatives of the CLIENT, the project sponsor/Contractor(s), and other interested agencies or utility providers, to review and discuss the project, resolve questions and encourage coordination during the construction phase.

A2.03 Construction Phase Services

A. Provide construction observation services to ensure that underground storm, sanitary, and water mains on projects within the City are constructed in general conformance with the community standards and the approved project plans. Specifically, provide the services described as:

1. With respect to improvements intended to become a part of public system(s), as detailed in the following paragraphs of this Exhibit A: A1.03.A.1 through A1.03.A.4, A1.03.A.6 through A1.03.A.9, and A1.03.A.11 through A1.03.A.14.
2. When requested by the CLIENT, ENGINEER also shall provide the services as outlined in paragraphs A1.03, A.5 and/or A1.03.A10.

B. Provide review comments and recommendations for CLIENT approval of final measure plans and of any required easements for the projects.

C. Provide construction phase services as detailed in A2.03.A and A2.03B, above, with respect to improvements intended to remain private, when requested by the CLIENT.

D. Field check completed projects and/or other sites for general compliance with site plans and/or site development plans when requested.

III. MISCELLANEOUS ENGINEERING SERVICES

A3.01 The ENGINEER will furnish to the CLIENT construction engineering, construction survey, construction inspection, construction administration, and design engineering on any project upon written request.

IV. MEETING/ATTENDANCE

A4.01 The ENGINEER or his representative shall be available and will attend any regular counselor meetings, upon request and will attend any regular Council meeting(s), upon request.

A4.02 When specifically requested by authorized representative(s) of the CLIENT, the ENGINEER or his representative shall attend any special meetings or hearings.

PART 2 – ADDITIONAL SERVICES

A.5.01 Additional Services Requiring CLIENT's Authorization in Advance

A. If authorized in writing by CLIENT, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an Individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or view of environmental assessments

and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Individual Project Supplement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from CLIENT's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.01.A.6.
5. Services required as a result of CLIENT's providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for CLIENT's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys or materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
8. Furnishing services of ENGINEER's Consultants for other than specified in the Individual Project Supplement.
9. Services attributable to more prime construction contracts than specified in the Individual Project Supplement.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by CLIENT; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices request by CLIENT for the Work or a portion thereof.
12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.03.A3, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the Contract Times set forth in the Individual Project Supplement.
16. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
19. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT under paragraph 6.01.G of the Agreement or Individual Project Supplement.
20. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
21. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
22. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
23. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.

24. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.

25. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an Individual Project Supplement.

A5.02 Additional Services Not Requiring CLIENT'S Authorization in Advance

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.

1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

Initialed by:

CLIENT _____

ENGINEER _____

This is Attachment 1 to Exhibit A, consisting of 2 pages, referred to in an part of the Master Agreement between the Client and Engineer for Professional Services date _____, 20__.

INDIVIDUAL PROJECT SUPPLEMENT NO. []

Dated _____
To

MASTER AGREEMENT

Between

City of Romulus
and

Dated _____
For

PROFESSIONAL SERVICES

In accordance with paragraph 1.01 of the Continuing Services Agreement between CLIENT and ENGINEER for Professional Services, CLIENT and CONSULTANT agree as follows:

SPECIFIC PROJECT DATA

Title: [Specific Project reference for both parties]

Description: [Describe project client wants to construct or accomplish.]

SERVICES OF CONSULTANT

[Delineate services _____ agrees to furnish or reference attachment.]

CLIENT'S RESPONSIBILITIES

[Delineate what the client is responsible for so that we can deliver our services in a timely, efficient, and quality manner]

TIMES FOR RENDERING SERVICES

[Describe phases and timing or provide a project schedule.]

<u>Phase</u>	<u>Completion Date/Time</u>
_____	_____
_____	_____
_____	_____
_____	_____

City of Romulus

CLIENT

ENGINEER

_____	(By)	_____
_____	(Title)	_____
_____	(Date)	_____

This is **Exhibit B**, consisting of 3 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

SCHEDULE OF CLIENT'S RESPONSIBILITIES

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an Individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, Client shall:

A. Provide ENGINEER subject to CLIENT's ability and knowledge with all known criteria and full information as to Client's requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for ENGINEER to include the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other known available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following ENGINEER's assessment of initially-available project information and data and upon ENGINEER's request subject to CLIENT's ability and knowledge, furnish or otherwise make available such additional project related information and data in its possession as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.
6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Individual Project Supplement.

D. Give prompt written notice to ENGINEER whenever Client observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature of extent not identified in the Individual Project Supplement or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in the Individual Project Supplement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as permitted lawfully as required for ENGINEER to perform services under the Individual Project Supplement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, specifications, proposals, and other documents presented by ENGINEER for a Specific Project (including obtaining advice of attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examinations) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by ENGINEER with input and aid of ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project with input and aid of ENGINEER .
- I. Provide, as required for a Specific Project:
1. Accounting, bond and financial advisory and insurance counseling services.
 2. Legal services with regard to issues pertaining to a Specific Project as Client requires, a Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as Client requires to ascertain how or for what purpose a Contractor with ENGINEER's overseeing has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent ENGINEER's employed by Client to perform or furnish services in regard to a Specific Project wherein _____ is engaged in the same project, including, but not limited to, cost estimating, project peer review, value engineering, constructibility or any other assignment.
- K. Furnish to ENGINEER data as to Client's anticipated costs for services to be provided by others for Client so that ENGINEER may make necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If Client designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent Client at the Specific Project Site, define and set forth in the Individual Project Supplement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work of a Specific Project designed or specified by ENGINEER, designate in the Individual Project Supplement a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereto to the duties, responsibilities, and authority of ENGINEER.
- N. Attend the pre-Bid conference, Bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and

approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the work for a Specific Project with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (disclose the identity of such individual or entity to ENGINEER) as Client determines necessary to verify:

1. That a contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provision of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

Initialed by:

CLIENT _____

ENGINEER _____

This is **Exhibit C**, consisting of 4 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

PAYMENT TO ENGINEER

Article 4 of the Agreement is amended and supplemented to include the following of the parties.

Article 4 - PAYMENT TO ENGINEER

C4.01 Method of Payment of Services and Expenses for CLIENT Sponsored Projects.

- A. *Basic Services.* CLIENT shall pay ENGINEER for Basic Services rendered under Part 1, Section I in Exhibit A, by one of the compensation formats listed in Paragraph C4.01.A.1, where such format is agreed to by the CLIENT and ENGINEER in an individual Project Supplement. In the absence of such Individual Project Supplement compensation format agreement(s), the compensation format used will be as outlined in Paragraphs C4.01.A.2. through C4.01.A.5.
1. Compensation Format Options
 - a. Time and Materials - full amount of the actual cost incurred, at the rates specified in the current BILLING RATE SCHEDULE (current schedule as of date of this Agreement is attached as Schedule A);
 - b. Lump Sum Basis - where the scope and duration of the work may be clearly defined.
 2. Study and Report Phase Services. On the basis of ENGINEER's current BILLING RATE SCHEDULE for all Study and Report Phase Services rendered on the Project.
 3. Design Phase Services. On the basis of ENGINEER's current BILLING RATE SCHEDULE for all Design Phase Services rendered on the Project.
 4. Construction Phase Services. For services of ENGINEER during construction phase furnished under Article A1.03, on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered by staff assigned to the Construction Phase.
 5. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Basic Services which rate must be first approved in writing by the CLIENT, the ENGINEER will invoice the CLIENT for payment at cost times 1.15 for the services.

B. *Additional Services.* CLIENT shall pay ENGINEER for Additional Services rendered under Part 2 in Exhibit A as follows:

1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the specific Project and rendered pursuant to the Agreement (except services as a consultant or witness under paragraph Part 2, A.5.01.A.18 of Exhibit A), on the basis of ENGINEER's current BILLING RATE SCHEDULE.
2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to the Agreement as which rate must be first approved in writing by the CLIENT, the ENGINEER will invoice the CLIENT for payment at cost times 1.15.
3. Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph Part 2, A.5.01.A.18 of Exhibit A, of the Agreement, at a mutually agreed upon rate per day or any portion thereof not to exceed the hourly rate previously approved by CLIENT in writing (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph C4.01.B.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph C4.01.B.2.

C. *For Reimbursable Expenses.* In addition to payment provided for in paragraphs C4.01.A. and C4.01.B., CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses in connection with all Basic and Additional Services, if the services are not Lump Sum.

D. The term "Reimbursable Expenses" has the meaning assigned to it in paragraph C4.07.

C4.02 Method of Payments for Services and Expenses for Private Development Projects

A. *Site plan and Site Development Reviews.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered on the review. The project sponsor's deposit, in an amount determined from a standard review fee estimating schedule to be developed and approved by the CLIENT and ENGINEER in writing, shall be collected by the CLIENT prior to forwarding the plans to ENGINEER for review.

B. *Land Divisions.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered on the review.

C. *Preconstruction and Construction Phase Services.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered by staff as referenced in Articles 2.02 and 2.03 of Exhibit A. Budget estimates for the project sponsor's deposit, which

shall be collected by the CLIENT before initiation of the preconstruction services, shall be determined from a construction deposit estimating schedule to be developed and approved by the CLIENT and ENGINEER in writing, or upon ENGINEER's estimate in writing if Project conditions indicate a revised deposit amount may be required.

D. *Notice of Relationship of Payments to Estimated Project Sponsor Deposit(s).* If it becomes apparent to ENGINEER at any time before the services for which the deposit was made exceed about 80% of the deposit amount, that the requirements for the outlined portions of the project cannot be completed with the remaining funds, the CLIENT will be notified. The CLIENT shall obtain such additional deposit(s) from the project sponsor to cover the estimated costs services to complete the outlined project work, if available, require the project work to be terminated, or a reduction in the remaining services to be rendered by ENGINEER on the project shall be agreed to by the CLIENT and ENGINEER in writing such that the deposit amount will not be exceeded.

E. For services and reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render services under Section II of Exhibit A, the ENGINEER will invoice the CLIENT for payment at cost previously approved in writing by CLIENT times 1.15 for services.

C4.03 Miscellaneous Engineering Services.

A. Miscellaneous day-to-day engineering services as referenced in Article A3.01 of Exhibit A, shall be compensated on the basis of ENGINEER's current BILLING RATE SCHEDULE, unless otherwise agreed to in writing by CLIENT and ENGINEER at the time the miscellaneous services are authorized.

C4.04 Meetings/Attendance

A. Attendance at meetings or hearings, when requested by the CLIENT, will be compensated on the basis of the ENGINEER's current BILLING RATE SCHEDULE.

C4.05 Fee Schedule

A. *Amending Fee Schedules.* Schedule A, BILLING RATE SCHEDULE, may be amended by the mutual consent of the CLIENT and ENGINEER upon thirty (30) days written notice.

1. Schedule A, BILLING RATE SCHEDULE, will be modified periodically and equitably each year to reflect changes in salary of staff, current equipment costs, and current overhead costs but in accord with financial capability of CLIENT.

B. *Effective Date of Fee Schedule.* Schedule A shall become effective immediately upon the date of the Agreement and shall apply immediately to on-going work and future work.

C4.06 Payments to ENGINEER

ENGINEER shall submit monthly invoices for basic and additional services rendered and for reimbursable expenses incurred. The invoice will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing for lump sum projects, or actual time and expenses incurred for hourly rate (time and materials) projects. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly invoices.

C4.07 Definitions.

Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of report; Drawings, Specifications, Bidding Documents and similar Project-related items; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates. Reimbursable Expenses will also include expenses incurred for highly specialized equipment, including appropriate charge for previously established programs and expenses of photographic production techniques.

Initialed by:

CLIENT _____

ENGINEER _____

This is **Exhibit D**, consisting of 2 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

INSURANCE

The ENGINEER shall purchase the following minimum insurance coverage:

A6.05 Insurance

- A. Workers' Compensation Insurance: ENGINEER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan and verify Contractor and all consultants of same and/or ENGINEER have Workers' Compensation including Employer's Liability Coverage.
- B. Commercial General Liability Insurance: ENGINEER shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an Occurrence Basis with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage, Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed operations Liability with limits of liability not less than \$2,000,000; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (6) per contract aggregate and confirm that the Contractor and any and all CONSULTANTS have similar type coverage or that greater amount ENGINEER feels is adequate and verify Contractor and all CONSULTANTS have adequate and under all instances under such provisions of subparagraph B that the CLIENT is additional insured under same.
- C. Motor Vehicle Liability: ENGINEER shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$2,000,000 per occurrence combined with single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles and assure Contractor and CONSULTANTS have same.

- D. Professional Liability: Errors and Omissions on a Claims Made Basis with limits of liability of not less than \$2,000,000.

Initialed by:

CLIENT _____

ENGINEER _____



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 13, 2021**

Item No. F.

General Description: ITB 21/22-07 Five (5) Year Contractual Services Agreement - Generator Maintenance

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: ITB 21/22-07 Five Year Contractual Services Agreement
Generator Maintenance
DATE: December 7, 2021

I concur with the recommendation of Kathy Hood, Asst. DPW Director, and Gary Harris, Purchasing Director and respectfully request Council award bid ITB 21/22-07 to the most responsive, responsible bidder, Ancona Controls, a five (5) year contractual services agreement for the annual inspection and maintenance of the backup generators for all of the City's buildings.

Vickie Trush, Asst. Finance Director, has verified funds for this acquisition have been budgeted for and are available in the General Fund and Public Safety Fund, Contractual Services Expense accounts for all buildings #101-265-818.000, 101-441-818.000, 205-336-818.000 and 205-301-818.000.

Motion by _____, supported by _____, to concur with the administration and award bid ITB 21/22-07 to the most responsive, responsible bidder, Ancona Controls, a five (5) year contractual services agreement for the annual inspection and maintenance of the backup generators for all of the City's buildings.



MEMORANDUM

DATE: December 7, 2021
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 21/22-07 FIVE YEAR CONTRACTURAL SERVICES AGREEMENT GENERATOR MAINTENANCE

Bids were let for a five (5) year contractual services agreement for the annual inspection and maintenance of the backup generators for all of the City's buildings for the City of Romulus, Department of Public Works.

In addition to being advertised in the 9/23/2021 issue of The Associated Newspaper Eagle, bid documents were made available to down load from the MITN Purchasing Group page of BidNet Direct at www.mitn.info. The MITN System notified 53 companies of the bid and of them, 14 companies downloaded the bid specifications and 3 companies were informed by email of the bidding opportunity (See Bidder's list attached).

On 10/19/2021, 1 bid was received and publicly opened.

I concur with the recommendation of Assistant Director, Kathy Hood to award the contract to the most responsive, responsible bidder Ancona Controls, for generator repairs and for the five (5) year contract.

ITB 15/16-15 CITY OF ROMULUS BUILDING GENERATORS AND LOCATIONS								
BUILDING	Year 20/21	Year 21/22	Year 22/23	Year 23/24	Year 24/25	Total 5 Yrs.	2016/2017	General Fund
34th District Court	1525	1525	1625	1625	1625	7925	101-265-818.000	Building & Grounds- Contractual Services Account
City Hall	1925	1925	2000	2000	2000	9850	101-265-818.000	
DPW	1250	1250	1350	1350	1350	6550	101-441-818.000	DPW Contractual Services Account
Fire Station #1	1200	1200	1300	1300	1300	6300	205-336-818.000	Fire Department Contractual Services Account
Fire Station #2	1200	1200	1300	1300	1300	6300	205-336-818.000	
Fire Station #3	1200	1200	1300	1300	1300	6300	205-336-818.000	
Fire Station #4	1200	1200	1300	1300	1300	6300	205-336-818.000	
Police Dept.	1200	1200	1350	1350	1350	6450	205-301-818.000	Police Dept., Contractual Services Account
Senior Center	1475	1475	1575	1575	1575	7675	101-752-818.000	Recreation & Cultural, Senior Citizens, Contractual Services Account
TOTAL	12,825	12825	13700	13700	13700	66750		

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the General Fund and Public Safety Fund, Contractual Services Expense Accounts for all buildings, (101-265-818.000, 101-441-818.000, 101-752-818.000, 205-336-818.000 & 205-301-818.000).

If I can be of any further assistance to you regarding this matter, please contact me.


 Gary Harris,
 Purchasing Director

Interoffice Memorandum

TO: Gary Harris, Purchasing

FROM: Kathryn Hood, Assistant DPW Director

DATE: November 24, 2021

SUBJECT: Bid Award- ITB-21/22-07 Five Year Pricing for Generator Maintenance at City Buildings

It is the recommendation of the DPW to award ITB – 21/22-07, Generator Maintenance at City Buildings to the only bidder Ancona Controls.

Funds were budgeted for these services in account #101-265-818.000 and 101-441-818.000

If you have any questions, please feel free to contact me.

KWH/kh

y:\admin documents\bid items\roads\sign machine\bid award.docx

MINUTES OF ITB 21/22-07 Five Year Contractural Services Agreement Generator Maintenance

The public opening of the afore mentioned solicitation was held at 3:00 PM, in the City Council Chambers at Romulus City Hall on Tuesday, 10/19/2021.

The following were present for the opening:

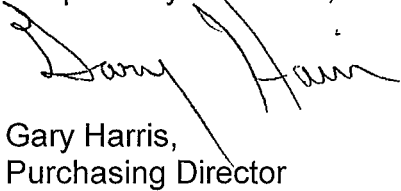
Gary Harris – Purchasing Director
Lynn A. Conway – Purchasing Advisor

1 sealed bid was received and publicly opened.

Ancona Controls, Inc

A copy of the tabulation sheet is attached.

Respectfully submitted,



Gary Harris,
Purchasing Director

I, Gary Harris, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB 21/22-07 held on 10/19/2021.



Gary Harris,
Purchasing Director

VENDOR LIST

ITB 21/22-07 Five Year Contractural Services Agreement Generator Maintenance

Michigan Cat
Adam.Taylor@michigancat.com

W W Williams
Ebriand@wwwwilliams.com

Wolverine Power
David.Cronce@WolverinePower.com

Company	Ancona Controls, Inc.
Contract Year 1	
City Hall-Standard Inspection	450.00
City Hall- Inspection w/Oil&Filter	1475.00
DPW-Standard Inspection	375.00
DPW- Inspection w/Oil&Filter	875.00
Senior Center-Standard Inspection	375.00
Senior Center- Inspection w/Oil&Filter	1100.00
Police Dept. -Standard Inspection	375.00
Police Dept.- Inspection w/Oil&Filter	875.00
Old 34 th . Dist. Court-Standard Inspection	425.00
Old 34 th . Dist. Court- Inspection w/Oil&Filter	1100.00
Fire Sta. #1-Standard Inspection	350.00
Fire Sta. #1- Inspection w/Oil&Filter	850.00
Fire Sta. #2-Standard Inspection	350.00
Fire Sta. #2- Inspection w/Oil&Filter	850.00
Fire Sta. #3-Standard Inspection	350.00
Fire Sta. #3- Inspection w/Oil&Filter	850.00
Fire Sta. #4-Standard Inspection	350.00
Fire Sta. #4- Inspection w/Oil&Filter	850.00
Annual Load Test RPD.	600.00
Total Year 1	12825.00
Contract Year 2	
City Hall-Standard Inspection	450.00
City Hall- Inspection w/Oil&Filter	1475.00
DPW-Standard Inspection	375.00
DPW- Inspection w/Oil&Filter	875.00
Senior Center-Standard Inspection	375.00
Senior Center- Inspection w/Oil&Filter	1100.00
Police Dept. -Standard Inspection	375.00
Police Dept.- Inspection w/Oil&Filter	875.00
Old 34 th . Dist. Court-Standard Inspection	425.00
Old 34 th . Dist. Court- Inspection w/Oil&Filter	1100.00
Fire Sta. #1-Standard Inspection	350.00
Fire Sta. #1- Inspection w/Oil&Filter	850.00
Fire Sta. #2-Standard Inspection	350.00
Fire Sta. #2- Inspection w/Oil&Filter	850.00
Fire Sta. #3-Standard Inspection	350.00
Fire Sta. #3- Inspection w/Oil&Filter	850.00
Fire Sta. #4-Standard Inspection	350.00
Fire Sta. #4- Inspection w/Oil&Filter	850.00
Annual Load Test RPD.	600.00
Total Year 2	12825.00

Company	Ancona Controls, Inc.
City Hall-Standard Inspection	450.00
City Hall- Inspection w/Oil&Filter	1550.00
DPW-Standard Inspection	375.00
DPW- Inspection w/Oil&Filter	975.00
Senior Center-Standard Inspection	375.00
Senior Center- Inspection w/Oil&Filter	1200.00
Police Dept. -Standard Inspection	375.00
Police Dept.- Inspection w/Oil&Filter	975.00
Old 34 th . Dist. Court-Standard Inspection	425.00
Old 34 th . Dist. Court- Inspection w/Oil&Filter	1200.00
Fire Sta. #1-Standard Inspection	350.00
Fire Sta. #1- Inspection w/Oil&Filter	950.00
Fire Sta. #2-Standard Inspection	350.00
Fire Sta. #2- Inspection w/Oil&Filter	950.00
Fire Sta. #3-Standard Inspection	350.00
Fire Sta. #3- Inspection w/Oil&Filter	950.00
Fire Sta. #4-Standard Inspection	350.00
Fire Sta. #4- Inspection w/Oil&Filter	950.00
Annual Load Test RPD.	600.00
Total Year 3	13700.00
Contract Year 4	
City Hall-Standard Inspection	450.00
City Hall- Inspection w/Oil&Filter	1550.00
DPW-Standard Inspection	375.00
DPW- Inspection w/Oil&Filter	975.00
Senior Center-Standard Inspection	375.00
Senior Center- Inspection w/Oil&Filter	1200.00
Police Dept. -Standard Inspection	375.00
Police Dept.- Inspection w/Oil&Filter	975.00
Old 34 th . Dist. Court-Standard Inspection	425.00
Old 34 th . Dist. Court- Inspection w/Oil&Filter	1200.00
Fire Sta. #1-Standard Inspection	350.00
Fire Sta. #1- Inspection w/Oil&Filter	950.00
Fire Sta. #2-Standard Inspection	350.00
Fire Sta. #2- Inspection w/Oil&Filter	950.00
Fire Sta. #3-Standard Inspection	350.00
Fire Sta. #3- Inspection w/Oil&Filter	950.00
Fire Sta. #4-Standard Inspection	350.00
Fire Sta. #4- Inspection w/Oil&Filter	950.00
Annual Load Test RPD.	600.00
Total Year 4	13700.00

Company	Ancona Controls, Inc.
City Hall-Standard Inspection	450.00
City Hall- Inspection w/Oil&Filter	1550.00
DPW-Standard Inspection	375.00
DPW- Inspection w/Oil&Filter	975.00
Senior Center-Standard Inspection	375.00
Senior Center- Inspection w/Oil&Filter	1200.00
Police Dept. -Standard Inspection	375.00
Police Dept.- Inspection w/Oil&Filter	975.00
Old 34 th . Dist. Court-Standard Inspection	425.00
Old 34 th . Dist. Court- Inspection w/Oil&Filter	1200.00
Fire Sta. #1-Standard Inspection	350.00
Fire Sta. #1- Inspection w/Oil&Filter	950.00
Fire Sta. #2-Standard Inspection	350.00
Fire Sta. #2- Inspection w/Oil&Filter	950.00
Fire Sta. #3-Standard Inspection	350.00
Fire Sta. #3- Inspection w/Oil&Filter	950.00
Fire Sta. #4-Standard Inspection	350.00
Fire Sta. #4- Inspection w/Oil&Filter	950.00
Annual Load Test RPD.	600.00
Total Year 5	13700.00
Total Cost Over 5 years	
City Hall	9850.00
DPW	6550.00
Senior Center	7675.00
Police Dept	6550.00
Old 34 th . Dist. Court	7925.00
Fire Sta. #1	6300.00
Fire Sta. #2	6300.00
Fire Sta. #3	6300.00
Fire Sta. #4	6300.00
Annual Load Test RPD.	3000.00
Total Cost Over 5 years	66750.00
Hourly Rate for Emergency Services:	189.00
Any Truck or Other Charges for Emergency Services?	Minimum of 4 hour charge
Subcontractor?	NO
ATTACHMENT I STATEMENTS OF QUALIFICATIONS?	Yes
BOILERPLATE CONTRACT ATTACHED?	No
*Parts and Work Warranty Information:	1 year parts and labor
Exceptions or Variations from Bid:	All parts will be cost +10%
Attachment 1 – Exceptions to Specifications?	No
Payment Terms	Net 30
Certified?	Yes

JTB 21/22-07

REQUEST FOR COMPETITIVE BIDS

DO NOT FILL THIS FORM IN AND SAVE A COPY TO THIS FOLDER!!!!

- You can save a copy to the Completed forms from Departments Folder or to your own Department's folder.
- Email the completed form to Gary Harris

DEPARTMENT NAME:	DPW	DATE:	8/30/21
I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL,			
PURPOSE: Generator Maintenance			
IF REPLACEMENT, WILL EQUIPMENT BE (CHECK ONE IF APPLICABLE):			
☐ Traded in ☐ Sold at auction ☐ Transferred for use elsewhere, if so where? _____ ☐ Used for parts ☐ Disposed of			
BUDGET YEAR			
ACCOUNT INFORMATION			
ACCOUNT/S NUMBER		\$ AMOUNT BUDGETED	
101-265-818.000		\$1500.00	
101-441-818.000		\$ 650.00	
SIGNATURE OF DEPARTMENT HEAD:		DATE:	
<i>John Storch</i>		8-31-21	

FINANCE DEPARTMENT APPROVAL	
FUNDS AVAILABILITY	
ACCOUNT/S NUMBER	\$ FUNDS AVAILABLE
101-265-818.000 - \$1,500.00 101-441-818.000 - \$650.00	\$
205-301-818.000 - \$650.00 205-336-818.000 1,800.00	\$
101-752-818.000 \$240.00	\$
SIGNATURE OF FINANCE DEPARTMENT:	DATE:
<i>U Harris</i>	Aug 31, 2021

ADMINISTRATIVE APPROVAL	
I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.	
SIGNATURE OF MAYOR:	DATE:
<i>[Signature]</i>	8-31-21

AVAILABILITY OF FUNDS FOR AWARD	
THE BID SHALL BE AWARDED IN THE AMOUNT OF \$ <u>Not to exceed budgeted funds 13,825.00</u>	
I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S	
FINANCE DEPT. APPROVAL:	DATE:
<i>U Harris</i>	11-24-21



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 13, 2021**

Item No. G.

General Description: ITB 21/22-08 Water System - Small Parts

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: ITB 21/22-08 Water System – Small Parts
DATE: December 8, 2021

I concur with the recommendation of Kathy Hood, Asst. DPW Director, and Gary Harris, Purchasing Director and respectfully request Council award bid ITB 21/22-08 to EJ USA for the purchase of valve boxes at the pricing indicated on the tabulation sheet.

I, also, concur with the recommendation of Kathy Hood, Asst. DPW Director and Gary Harris, Purchasing Director and respectfully request Council award ITB 21/22-08 to Ferguson Waterworks for the purchase of all other parts in the bid at the pricing indicated on the tabulation sheet.

Vickie Trush, Asst. Finance Director, has verified funds for this acquisition have been budgeted for and are available in the Water/Sewer fund, Water Department, Supply Expense account 592-591-730.000.

Two motions required:

Motion by _____, supported by _____, to concur with the administration and award ITB 21/22-08 to EJ USA for the purchase of valve boxes at the pricing indicated on the tabulation sheet.

Motion by _____, supported by _____, to concur with the administration and award ITB 21/22-08 to Ferguson Waterworks for the purchase of all other parts in the bid at the pricing indicated on the tabulation sheet.



MEMORANDUM

DATE: December 7, 2021
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 21/22-08 WATER SYSTEM - SMALL PARTS

Bids were solicited to contract for two year fixed pricing for water system parts for Water Division of the City of Romulus, Department of Public Works.

In addition to being advertised in the 10/28/2021 issue of The Associated Newspaper Eagle, bid documents were made available to down load from the MITN Purchasing Group page of BidNet Direct at www.mitn.info. The MITN System notified 89 companies of the bid and of them, 14 companies downloaded the bid specifications and 3 companies were informed by email of the bidding opportunity (See Bidder's list attached).

On 11/16/2021, 2 bids were received and publicly opened.

I concur with the recommendation of Assistant Director, Kathy Hood to award the contract to both bidders, EJ USA and Ferguson Waterworks for the pricing indicated on the tabulation sheet. EJ USA provided prices for only the requested valve boxes, whereas Ferguson Waterworks provided pricing for the rest of the parts minus the valve boxes.

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the Water/Sewer fund, Water Department, Supply Expense Account, (592-591-730.000).

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris,
Purchasing Director

Interoffice Memorandum

TO: Gary Harris, Purchasing
FROM: Kathryn Hood, Assistant DPW Director
DATE: November 24, 2021
SUBJECT: Bid Award- ITB-21/22 Two year pricing for Small Water Parts

It is the recommendation of the DPW to award ITB – 21/22-08, Small Water Parts purchases, to the only two bidders EJ USA and Ferguson Waterworks.

EJ USA provided price for only the valve boxes while Ferguson Waterworks provided pricing for everything else but the valve boxes.

Funds were budgeted for these services in account #591-592-730.000

If you have any questions, please feel free to contact me.

KWH/kh

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MINUTES OF ITB 21/22-08 Water System - Small Parts

The public opening of the afore mentioned solicitation was held at 3:00 PM, in the Council Chambers at Romulus City Hall on Tuesday, 11/16/2021.

The following were present for the opening:

Gary Harris – Purchasing Director
Lynn A. Conway – Purchasing Advisor

2 sealed bids were received and publicly opened.

EJ USA
Ferguson Waterworks

A copy of the tabulation sheet is attached.

Respectfully submitted,



Gary Harris,
Purchasing Director

I, Gary Harris, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB 21/22-08 held on 11/16/2021.



Gary Harris,
Purchasing Director

VENDOR LIST
ITB 21/22-08 Water System - Small Parts

Core & Main:

Chris Clime

Christopher.Climie@coreandmain.com

734-787-0026

Ferguson Waterworks:

David.Hobson@Ferguson.com

810-691-2823

ETNA:

ptscott@etnasupply.com

616-262-7581

TABULATION SHEET ITB 21/22-08 - TWO YEAR PRICING WATER SYSTEM PARTS-Page 1

COMPANY		EJ USA		Ferguson Waterworks	
TYPE 'K' COPPER TUBING – Pricing guaranteed for 60 days following award of bid					
DESCRIPTION	PRODUCT	Starting Bid Per Roll Price to City	PRODUCT	Starting Bid Per Roll Price to City	
¾X60' ROLLS		NO BID		604.00	
¾"X100' ROLLS		NO BID		604.00	
1"X60' ROLLS		NO BID		801.00	
1"X100' ROLLS		NO BID		801.00	
1½"X60' ROLLS		NO BID		1250.00	
2"X40' ROLLS		NO BID		1986.00	
% OVER COST THAT COPPER WILL BE CHARGED				5%	
CURB STOPS - NO LEAD					
DESCRIPTION	DESCRIPTION		DESCRIPTION		
¾" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Flare Type)		NO BID	FORD B22-333-M-NL	74.00	
1" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Flare Type)		NO BID	FORD B22-444-M-NL	100.00	
1-1/2" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Flare Type)		NO BID	FORD B22-666-M-NL	229.00	
2" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Flare Type)		NO BID	FORD B22-777-M-NL	370.00	
¾" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Compressed)		NO BID	FORD B44-333-M-NL	73.00	
1" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Compressed)		NO BID	FORD B44-444-M-NL	107.00	
1-1/2" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Compressed)		NO BID	FORD B44-666-M-NL	241.00	
2" Copper to Copper, Ball Valve W/Stop, Minn. Pattern (Compressed)		NO BID	FORD B44-777-M-NL	336.00	
CORPORATIONS - NO LEAD					
DESCRIPTION	DESCRIPTION		DESCRIPTION		
¾" c.c. Thread to Copper (Flare Type)		NO BID	FORD F600-3-NL	31.00	
1" c.c. Thread to Copper (Flare Type)		NO BID	FORD F600-4-NL	61.00	
1-1/2" c.c. Thread to Copper (Flare Type)		NO BID	FORD F600-6-NL	140.00	
2" c.c. Thread to Copper (Flare Type)		NO BID	FORD F600-7-NL	245.00	
¾" c.c. Thread to Copper (Compressed)		NO BID	FORD F1000-3-NL	33.00	
1" c.c. Thread to Copper (Compressed)		NO BID	FORD F1000-4-NL	50.00	
1-1/2" c.c. Thread to Copper (Compressed)		NO BID	FORD F1000-6-NL	140.00	
2" c.c. Thread to Copper (Compressed)		NO BID	FORD F1000-7-NL	233.00	
UNIONS - NO LEAD					
DESCRIPTION	DESCRIPTION		DESCRIPTION		
¾" c.c. (Flare Type)		NO BID	FORD C22-33-NL	18.00	
1" c.c. (Flare Type)		NO BID	FORD C22-44-NL	30.00	
1-1/2" c.c. (Flare Type)		NO BID	FORD C22-66-NL	89.00	
2" c.c. (Flare Type)		NO BID	FORD C22-77-NL	145.00	
¾" c.c. (Compressed)		NO BID	FORD C44-33-NL	19.00	
1" c.c. (Compressed)		NO BID	FORD C44-44-NL	22.00	
1-1/2" c.c. (Compressed)		NO BID	FORD C44-66-NL	71.00	
2" c.c. (Compressed)		NO BID	FORD C44-77-NL	95.00	

ITB 21/22-08 – Tab SHEET- Cont'd – Page 2

REDUCERS - NO LEAD

DESCRIPTION	DESCRIPTION	DESCRIPTION	
1"x3/4" Flare Reducer	NO BID	FORD C02-43-NL	21.00
1-1/2"x1" Flare Reducer	NO BID	FORD C02-64-NL	62.00
2"x1-1/2" Flare Reducer	NO BID	FORD C02-76-NL	115.00
2"x1" Flare Reducer	NO BID	FORD C02-74-NL	88.00

TEES - NO LEAD

DESCRIPTION	DESCRIPTION	DESCRIPTION	
3/4"x3/4"x3/4" Flare Tee	NO BID	FORD T222-333-NL	33.00
3/4"x3/4"x1" Flare Tee	NO BID	FORD T222-334-NL	39.00
1"x1"x1" Flare Tee	NO BID	FORD T222-444-NL	54.00
3/4"x1"x1" Flare Tee	NO BID	FORD T222-443-NL	44.00
1"x1-1/2"x1-1/2" Flare Tee	NO BID	FORD T222-664-NL	127.00
3/4"x3/4"x3/4" Compressed Tee	NO BID	FORD T444-333-NL	45.00
3/4"x3/4"x1" Compressed Tee	NO BID	FORD T444-334-NL	48.00
1"x1"x1" Compressed Tee	NO BID	FORD T444-444-NL	49.00
3/4"x1"x1" Compressed Tee	NO BID	FORD T444-443-NL	50.00
1 1/2"x1-1/2"x1-1/2" Compressed Tee	NO BID	FORD T444-446-NL	100.00

DOUBLE STRAP BRASS TAPPING SADDLE

DESCRIPTION	DESCRIPTION	DESCRIPTION	
6"x1"	NO BID	FORD 202B-750-CC4	106.00
6"x1-1/2"	NO BID	FORD 202B-750-CC6	121.00
6"x2"	NO BID	FORD 202B-750-CC7	133.00
8"x1"	NO BID	FORD 202B-962-CC4	131.00
8"x1-1/2"	NO BID	FORD 202B-962-CC6	138.00
8"x2"	NO BID	FORD 202B-962-CC7	150.00
12" x 3/4"	NO BID	FORD 202B-1438-CC3	190.00
12"x1"	NO BID	FORD 202B-1438-CC4	190.00
12"x1-1/2"	NO BID	FORD 202B-1438-CC6	213.00
12"x2"	NO BID	FORD 202B-1438-CC7	217.00
16"x1-1/2"	NO BID	FORD 202B-1425-CC6	324.00
16"x2"	NO BID	FORD 202B-1925-CC7	324.00

CURB BOXES

DESCRIPTION	DESCRIPTION	DESCRIPTION	
1-1/4" Minn. Pattern w/ 3/4" Adapters	NO BID	AY McDonald 5615WB 5 1/2'	47.00
2" Minn. Pattern	NO BID	AY McDonald 5615 5 1/2'	44.00
1-1/4" Curb Box Cap Cores	NO BID	AY McDonald 5614BP	4.80
1-1/4" Curb Box Caps	NO BID	AY McDonald 5614L	15.00

VALVE "D" BOXES (THREE PIECE)

DESCRIPTION	DESCRIPTION	DESCRIPTION	
Accommodates 3" to 20" valves 5 1/4" shaft screw type	NO BID	85604567	316.00

ITB 21/22-08 –Tab SHEET- Cont'd – Page 3

		NONE
Other Copper Pricing Method?		
Exceptions?	Valve Box for valve size 4" & 6"- Part#85604566 \$250.07 Valve Box for valve size 8, 10 & 12"-Part#8560457 \$263.05 Valve Box for valve size over 12" Part#85604568 \$312.51	NONE
Is Attachment I – Contractor's Questionnaire attached?	Complete	Complete
Is an Attachment II Attached?		
Payment Terms	30 days	30 days
Is an Attachment IV PROOF OF CURRENT COPPER COST Attached?		YES
# Days ARO for delivery to DPW?	7-10 days	1 to 120 days
Certified?	Yes	Yes

PUBLICLY OPENED 2:30:00 PM, Tuesday, 11/16/2021, IN THE ROMULUS COUNCIL CHAMBERS.

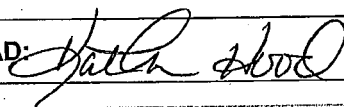
THOSE IN ATTENDANCE:

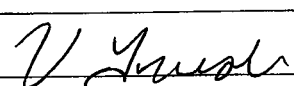
#	NAME	COMPANY	TITLE
1	Gary Harris	CITY OF ROMULUS	Purchasing Director
2	Lynn A. Conway	CITY OF ROMULUS	Purchasing Advisor
3			
4			
5			
6			
7			
8			
9			

REQUEST FOR COMPETITIVE BIDS

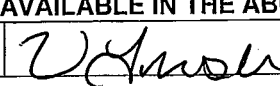
DO NOT FILL THIS FORM IN AND SAVE A COPY TO THIS FOLDER!!!!

- You can save a copy to the Completed forms from Departments Folder or to your own Department's folder.
- Email the completed form to Gary Harris

DEPARTMENT NAME: DPW	DATE: 10/11/21
I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL,	
PURPOSE: Small Water Parts	
IF REPLACEMENT, WILL EQUIPMENT BE (CHECK ONE IF APPLICABLE):	
☐ Traded in ☐ Sold at auction ☐ Transferred for use elsewhere, if so where? _____ ☐ Used for parts ☐ Disposed of	
BUDGET YEAR	ACCOUNT INFORMATION
	ACCOUNT/S NUMBER
592-591-730.000	\$ AMOUNT BUDGETED
	\$15,000.00
SIGNATURE OF DEPARTMENT HEAD: 	
DATE: 10/11/21	

FINANCE DEPARTMENT APPROVAL	
FUNDS AVAILABILITY	
ACCOUNT/S NUMBER	\$ FUNDS AVAILABLE
592-591-730.000	\$ 15,000.00
	\$
	\$
SIGNATURE OF FINANCE DEPARTMENT: 	
DATE: 10-11-21	

ADMINISTRATIVE APPROVAL	
I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.	
SIGNATURE OF MAYOR: 	DATE: 10-11-21

AVAILABILITY OF FUNDS FOR AWARD	
THE BID SHALL BE AWARDED IN THE AMOUNT OF \$ <u>As needed not to exceed budgeted funds</u>	
I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S	
FINANCE DEPT. APPROVAL: 	DATE: 10-24-21



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held:

December 13, 2021

Item No. A.

General Description: Study Session Request for Tuesday, December 28, 2021, at 6:45 p.m. to discuss the draft of the City of Romulus non-Motorized Pathway Plan

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: December 13, 2021

Re: Study Session Request

Kathy Hood, Assistant DPW Director, is requesting a 30 minute study session on Tuesday, December 28, 2021 at 6:45 p.m. to discuss the draft of the City of Romulus Non-Motorized Pathway Plan.

The date and time are available for the request.

Interoffice Memorandum

TO: Ellen Craig-Bragg, City Clerk
FROM: Kathryn Hood, Assistant DPW Director
CC: Roberto Scappaticci, DPW Director
DATE: November 29th, 2021
SUBJECT: Request to Schedule Study Session

I would like to request a Study Session to be held on, December 28, 2021, for a half hour duration with a start time of 6:45pm. The purpose of this Study Session will be to discuss the draft of the City of Romulus Non-Motorized Pathway Plan created with OHM assistance.

If you have any questions, please feel free to contact me.

KWH/kh

y:\admin documents\clerk\study session requests\cross_connection.docx



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: December 13, 2021

Item No. B.

General Description: Study Session Request for Monday, January 24, 2022, at 6:15 p.m. to discuss the Lead Service Lince Status for the City of Romulus

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: December 13, 2021

Re: Study Session Request

Roberto Scappaticci, DPW Director, is requesting a 45 minute study session for January 24, 2022 at 6:15 p.m. to discuss the Lead Service Line Status for the City of Romulus.

The date and time are available for the request.

Interoffice Memorandum

TO: Ellen Craig-Bragg, City Clerk

FROM: Roberto J. Scappaticci, DPW Director *RJS*

CC: D’Sjonaun Hockenhull, Deputy City Clerk

DATE: December 6, 2021

SUBJECT: Request to Schedule Study Session – Lead Service Line Status for the City of Romulus

I would like to request a Study Session to be held on, Monday, January 24th, 2022, at 6:15 pm with an allotted time frame of 45 minutes. The purpose of this Study Session will be to discuss the Lead Service Line Status for the City of Romulus.

If you have any questions, please feel free to contact me.

RJS/bmm

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City of Romulus

Treasurer's Report

Council Meeting Held:

December 13, 2021

Item No. 7.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Boards and Commission's Report

Council Meeting Held: December 13, 2021

Item No. A.

General Description: Officers Compensation Report

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



Memo

To: Honorable City Council
From: Carole Bales, Chairperson – Officers Compensation Commission
Date: December 9, 2021
Re: Romulus Officers Compensation Commission- Report of Action Taken

The Romulus Officers Compensation Commission met on December 7, 2021 for the purpose of reviewing the salary schedule of elected officials (See attached minutes).

A review of the salary and wage schedules in cities of like-size was used from the Conference of Western Wayne 2021 Municipal Compensation Salary Survey. (See attached).

At the meeting of December 7, 2021, the Officers Compensation Commission rendered 4 motions and the following recommendation was made:

- A. Moved by **McAnally**, seconded by **Sanchez** to approve a 3% increase in salary for Mayor, City Clerk, and City Treasurer to be effective January 1, 2022.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

- B. Moved by **Sanchez**, seconded by **Morse** to approve a 3% increase in salary for Mayor, City Clerk, and City Treasurer to be effective January 1, 2023.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

- C. Moved by **McAnally**, seconded by **Collier** to approve a \$500.00 flat rate increase in salary for City Council to be effective January 1, 2022.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

- D. Moved by **McAnally**, seconded by **Collier** to approve a 3% increase in salary for City Council to be effective January 1, 2023.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

In accordance with Division 4, Section 2-177 through 2-184, Local Officers Compensation Commission of the Romulus Code of Ordinances, the determination of this commission shall become effective thirty (30) days following the filing of this report with the City Clerk, unless sooner rejected by two thirds (2/3) vote of Council.

Should you need any additional information, please feel free to contact me.

Carole Bales, Chairperson
Romulus Officers Compensation Commission

- *Minutes of December 7, 2021 meeting filed with City Clerk on December 8, 2021.*



**ROMULUS LOCAL OFFICERS COMPENSATION COMMISSION MEETING
TUESDAY, DECEMBER 7, 2021
ROMULUS CITY HALL COUNCIL CHAMBERS
ROMULUS, MI 48174.**

The meeting was called to order at 5:04 p.m. by Chairwoman Carole Bales.

Roll Call:

Commissioners Present:

Carole Bales, Linda Collier, Daniel McAnally, Catherine Morse, Wanda Sanchez, Cheryle Buckley

Absent/Excused: Carmelita Johnson.

Also Present:

D'Sjonaun Hockenhull, Deputy City Clerk.

1. Agenda

Moved by **Collier**, seconded by **Morse** to accept the agenda as presented.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez,
 Nays – None.

Motion Carried Unanimously.

2. Minutes

Moved by **McAnally**, seconded by **Sanchez** to approve the Minutes of the Romulus Local Officers Compensation Commission Meeting of December 17, 2019.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
 Nays – None.

Motion Carried Unanimously.

3. Chairperson's Report:

Chairwoman Bales gave an overview of the responsibility of the Officer's Compensation Board and deadline to submit a report by the chair to City Council by December 31, 2021. The Chair also stated that in 2019 the commission was asked by some city council members to give a \$1000 raise for 2020 and a 2% raise in 2021. The commission gave a 2% increase across the board in 2020 and 2021 to all elected officials. She noted that some officials feel they are underpaid. She reminded the commissioners that in their meeting packet they were provided comparative wage scales from the surrounding communities, city bargaining units, increases and wage salaries for non-union employees.

4. Discussion

Chairwoman Bales noted that she had the Deputy Clerk inquire of the City Attorney regarding awarding a flat rate increase to elected officials. According to the City Attorney, the commission can award a flat rate. She noted that in times past the commission did award a flat rate to elected officials. For historical reference, she informed Commissioner Buckley that in 2017 that raises were given to the Mayor, Clerk, and Treasurer and not to City Council because it was determined that the City Council's salary were comparable to the surrounding communities.

Commissioner McAnally wanted clarification on the commission's ability to award a flat rate for one year and a percentage increase for the next year. He stated that some elected officials should get an increase but not all should get an increase. He further stated that he believe the Mayor makes a decent amount of money.

Chairwoman Bales noted that the commission can give a flat rate but not a "stipend." She stated she always had a concern that the police chief made more than the Mayor but in looking at the non-union salary, it is now the city assessor who made more. She stated it is her belief that if raises are given to the Clerk and Treasurer then the commission should include the Mayor as well.

Commissioner McAnally stated that he agreed with Chairwoman Bales and feel that a percentage increase should be given to the Mayor, Clerk, and Treasurer and something different can be done for City Council since there were no increase for them in 2017.

Commissioner Sanchez stated Council did have some make-up considering the freeze in pay during that year but still feels that Council is well-paid at their current salary considering the size of the city.

Commissioner Sanchez inquired about Chairwoman Bales's recommendation.

Chairwoman Bales suggested a 3% wage increase each year for Mayor, Clerk, and Treasurer and a \$500 flat rate increase one year and 3% increase the next year for City Council.

Commissioner Morse asked how often City Council would get the \$500 increase?

Chairwoman Bales responded one year.

Commissioner Buckley inquired if the \$500 flat rate would be for both years.

Chairwoman Bales responded that the next year would be a 3% wage increase.

Commissioner McAnally inquired of the Deputy Clerk if the Council's wage increase includes the Mayor Pro Tem.

The Deputy Clerk confirmed.

Chairwoman Bales inquired of the Deputy Clerk if the elected official wages go into effect January 1.

The Deputy Clerk confirmed.

Chairwoman Bales also inquired if the wage increase is spread through the year.

The Deputy Clerk confirmed and provided clarification that the flat rate increase is an increase to the City Council's base salary and the percentage increase for the following year would be an increase of the base salary from the previous year.

Commissioner Buckley thanked the Deputy Clerk for the clarification because she planned to inquire about that.

Commissioner McAnally noted that it comes out to roughly an \$800 increase over the two years.

The Deputy Clerk further stated that the flat rate factors out to be between a 4-5 percentage increase that is spread throughout the year.

Commissioner McAnally noted that the 3% increase for Council factors out to be \$305.97 on top of the \$500 flat rate for the first year.

Moved by **McAnally**, seconded by **Sanchez** to approve a 3% increase in salary for Mayor, City Clerk, and City Treasurer to be effective January 1, 2022.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

Moved by **Sanchez**, seconded by **Morse** to approve a 3% increase in salary for Mayor, City Clerk, and City Treasurer to be effective January 1, 2023.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

Moved by **McAnally**, seconded by **Collier** to approve a \$500.00 flat rate increase in salary for City Council to be effective January 1, 2022.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

Moved by **McAnally**, seconded by **Collier** to approve a 3% increase in salary for City Council to be effective January 1, 2023.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

4. Public Comment – None.

5. Adjournment

Moved by **Sanchez**, seconded by **McAnally** to adjourn the Meeting at 5:27 p.m.

Roll Call: Ayes – Bales, Buckley, Collier, McAnally, Morse, Sanchez.
Nays – None.

Motion Carried Unanimously

Respectfully submitted,

D’Sjonaun Hockenhull
Deputy Clerk / Recording Secretary
Romulus Officers Compensation
Commission

Approved as to form & content on
12/8/2021

Carole Bales,
Chairperson
Romulus Officer Compensation
Commission

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the Minutes of the Romulus Officers Compensation Commission meeting held on **December 7, 2021**.



Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan

Mayor/Supervisor

Community	Population	Taxable Value	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Allen Park	28,638	838,874,158			\$12,000	11/11/2019			
Ann Arbor	123,851	6,684,030,058	\$46,318	\$46,318	\$46,318	7/1/2020			
Auburn Hills	24,360	1,804,250,236			\$10,000	1/1/2021	12/31/2021		
Belleville	4,008	107,333,920	\$1,500	\$1,500	\$1,500	1/1/2019	1/1/2024		
Birmingham	21,813	2,763,363,580	\$5.00	\$5.00	\$5.00				per mtg
Dearborn	109,976	3,597,280,819			\$157,185	1/1/2021			
Dearborn Heights	83,282	1,408,273,865	\$89,879	\$89,879	\$89,879	1/1/2019			
Farmington Hills	83,986	3,730,230,280			\$10,865				
Fiat Rock	10,541	333,033,588	\$2,500	\$2,500	\$2,500	1/1/2020	12/31/2021		
Fraser	14,726	490,629,862	\$7,000	\$7,000	\$7,000				
Garden City	27,380	582,200,362			\$8,000				
Inkster	26,088	219,380,978	\$94,000	\$105,000	\$105,000	5/26/2021			
Lincoln Park	40,245	601,356,152			\$12,000				
Livonia	95,535	4,499,580,227			\$130,688	1/1/2021	12/31/2021		
Melvindale	12,851	257,683,217			\$14,000		11/20/2019		
Northville	6,119	450,797,480			\$600				
Novi	66,243	4,252,926,919		\$6,500	\$6,500				
Plymouth	9,370	636,043,215			\$980				
Riverview	12,490	338,636,973	\$6,000	\$6,000	\$6,000	7/1/2020			
Romulus	25,178	1,109,034,098			\$101,839	1/1/2021			
Roseville	47,710	1,002,892,213			\$10,669	3/7/2017			
Southgate	30,014	746,344,530			\$11,000	7/1/2021	6/30/2022		
Taylor	63,409	1,413,430,461			\$100,800	1/1/2020	12/31/2021		
Trenton	18,544	648,881,887		\$7,500	\$7,500	11/1/2015	10/31/2023		
Troy	87,294	5,378,572,670	\$2,100	\$2,100	\$2,100				
Wayne	17,713	371,388,900	\$3,200	\$3,200	\$3,200	11/6/2018			
Westland	85,420	1,892,893,907		\$124,006	\$124,006	7/1/2021	12/31/2021		
Wixom	17,193	814,362,280	\$1,800	\$1,800	\$1,800				
Woodhaven	12,941	506,017,609			\$4,085				
Wyandotte	25,058	594,674,148			\$4,800	5/10/2021			
Brownstown Twp	33,194	1,120,389,034			\$36,860	11/20/2020	11/20/2024		
Canton Twp	98,659	4,499,227,842	\$119,202	\$119,202	\$119,202	1/1/2021			
Clinton Twp	100,513	3,169,938,104			\$84,171	4/1/2021	3/31/2022		
Commerce Twp	38,514	2,322,767,560			\$97,451	1/1/2021			
Huron Twp	16,944	581,092,177			\$68,448	11/20/2020	11/20/2024		
Macomb Twp	91,663	4,034,761,897			\$98,500	11/20/2020			
Northville Twp	31,758	2,406,447,471	\$35,000	\$35,000	\$35,000	11/12/2020			
Orion Township	35,330	1,983,739,610	\$106,100	\$106,100	\$106,100	1/1/2021	12/31/2021		
Pittsfield Twp	39,147	2,212,951,587	\$93,279	\$93,279	\$93,279	11/1/2020			
Redford Twp	49,504	917,127,059		\$20,730	\$20,730	12/1/2020	11/30/2024		
Van Buren Twp	30,375	1,165,488,936	\$98,222	\$98,222	\$98,222	1/1/2021	1/1/2023		
Waterford Twp	70,565	2,460,250,560			\$100,459	1/1/2021			
Ypsilanti Twp	55,670	1,509,216,773			\$86,341	1/1/2021	12/31/2021		

Legend:

- | | | | |
|---------------------------------------|--------------------------------|----------------------|----------------------|
| A Uses alternate title | F Full and part time positions | N Under negotiation | T Part time position |
| B Shared position, see salary survey | H Base + Hourly | P Public Safety Dept | U Union |
| C Contracted services | LEV Assessor's level | POC Paid on Call | V Vacant |
| D Dept shared with other municipality | | | |

Community	Population	Taxable Value	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Allen Park	28,638	838,874,158			\$85,447	11/1/2020			
Ann Arbor	123,851	6,684,030,058	\$94,389	\$122,706	\$106,724	7/1/2019			
Auburn Hills	24,360	1,804,250,236	\$68,403	\$87,285	\$79,464	1/1/2021	12/31/2021		
Belleville	4,008	107,333,920	\$52,000	\$52,000	\$52,000	9/1/2020			B
Birmingham	21,813	2,763,363,580	\$78,802	\$100,891	\$80,733	7/1/2020			
Dearborn	109,976	3,597,280,819			\$97,910	1/1/2021			
Dearborn Heights	63,292	1,408,273,865	\$76,513	\$76,513	\$76,513	1/1/2019			
Farmington Hills	83,986	3,730,230,260	\$119,232	\$119,232	\$119,232	7/1/2021	6/30/2022		
Flat Rock	10,541	333,033,588	\$61,812	\$61,812	\$61,812	1/1/2020	12/31/2021		
Fraser	14,726	490,629,662	\$75,010	\$75,010	\$75,010	6/7/2021			
Garden City	27,380	582,200,362	\$79,900	\$110,000	\$93,127	7/1/2021			
Inkster	26,088	219,380,978	\$61,000	\$61,500	\$61,000	7/5/2021	6/30/2022		
Lincoln Park	40,245	601,356,152			\$52,000				
Livonia	95,535	4,499,560,227			\$89,944	1/1/2021	12/31/2021		
Melvindale	12,851	257,693,217			\$12,000		11/20/2019		
Northville	6,119	450,797,480			\$71,198	1/17/2021			
Novi	66,243	4,252,926,919		\$93,179	\$93,179				
Plymouth	9,370	636,043,215			\$41.07	7/1/2019			
Riverview	12,490	338,636,973	\$61,330	\$61,330	\$61,330	7/1/2020			
Romulus	25,178	1,109,034,088			\$80,653	1/1/2021			
Roseville	47,710	1,002,892,213			\$94,799	7/1/2021	6/30/2022		
Southgate	30,014	746,344,530			\$6,250	7/1/2021	6/30/2022		
Taylor	63,409	1,413,430,461			\$75,600	1/1/2020	12/31/2021		
Trenton	18,544	648,881,887	\$54,000	\$72,000	\$72,000	11/1/2019	10/31/2023		
Troy	87,294	5,378,572,670	\$89,566	\$120,914	\$117,312	1/9/2021			
Wayne	17,713	371,388,900	\$70,000	\$70,000	\$70,000	3/18/2019	6/30/2022		
Westland	85,420	1,892,893,907		\$118,101	\$118,101	7/1/2021	12/31/2021		
Wixom	17,193	814,362,280	\$61,432	\$80,678	\$78,202	7/1/2018	6/30/2021		
Woodhaven	12,941	506,017,609			\$74,282	7/1/2021			
Wyandotte	25,058	594,674,148			\$45,000	5/10/2021			
Brownstown Twp	33,194	1,120,389,034			\$30,500	11/20/2020	11/20/2024		
Canton Twp	98,659	4,499,227,842	\$102,076	\$102,076	\$102,076	1/1/2021			
Clinton Twp	100,513	3,169,938,104			\$81,024	4/1/2021	3/31/2022		
Commerce Twp	38,514	2,322,767,560			\$93,000	1/1/2021			
Huron Twp	16,944	581,092,177			\$54,758	11/20/2020	11/20/2024		
Macomb Twp	91,663	4,034,761,897			\$93,500	11/20/2020			
Northville Twp	31,758	2,406,447,471	\$85,000	\$85,000	\$85,000	11/12/2020			
Orion Township	35,330	1,983,739,610	\$81,600	\$81,600	\$81,600	1/1/2021	12/31/2021		
Pittsfield Twp	39,147	2,212,951,587	\$88,615	\$88,615	\$88,615	11/1/2020			
Redford Twp	49,504	917,127,059		\$79,441	\$79,441	12/1/2020	11/30/2024		
Van Buren Twp	30,375	1,165,488,936	\$94,347	\$94,347	\$94,347	1/1/2021	1/1/2023		
Waterford Twp	70,565	2,460,250,560			\$90,496	1/1/2021			
Ypsilanti Twp	55,670	1,509,216,773			\$86,341	1/1/2021	12/31/2021		

Legend:

A Uses alternate title

B Shared position, see salary survey

C Contracted services

D Dept shared with other municipality

F Full and part time positions

H Base + Hourly

LEV Assessor's level

N Under negotiation

P Public Safety Dept

POC Paid on Call

T Part time position

U Union

V Vacant

Treasurer

Community	Population	Taxable Value	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Allen Park	28,638	838,874,158			\$51,724	11/1/2020			
Ann Arbor	123,851	6,684,030,058	\$101,921	\$132,498	\$108,000	8/19/2019			
Auburn Hills	24,360	1,804,250,236	\$100,904	\$125,368	\$104,307	1/1/2021	12/31/2021		B
Belleville	4,008	107,333,920							B
Birmingham	21,813	2,763,363,580	\$93,665	\$119,814	\$119,813	7/1/2020			B
Dearborn	109,976	3,597,280,819			\$116,748	7/1/2020			B
Dearborn Heights	63,292	1,408,273,865	\$76,513	\$76,513	\$76,513	1/1/2019			
Farmington Hills	83,986	3,730,230,260	\$120,335	\$120,335	\$120,335	7/1/2021	6/30/2022		B
Flat Rock	10,541	333,033,588	\$65,000	\$65,000	\$65,000	1/1/2020	12/31/2021		
Fraser	14,726	490,629,662							
Garden City	27,380	582,200,362	\$79,900	\$110,000	\$97,207	7/1/2021			
Inkster	28,088	219,380,978	\$86,000	\$86,000	\$86,000	6/7/2021	6/30/2022		
Lincoln Park	40,245	601,356,152			\$15,000				
Livonia	95,535	4,499,560,227			\$89,944	1/1/2021	12/31/2021		
Melvindale	12,851	257,693,217			\$3,000		11/20/2019		
Northville	6,119	450,797,480			\$105,622	1/17/2021			B
Novi	66,243	4,252,926,919							
Plymouth	9,370	636,043,215			\$46.18	5/1/2021			B
Riverview	12,490	338,636,973	\$115,000	\$115,000	\$115,000	1/1/2021			B
Romulus	25,178	1,109,034,098			\$80,653	1/1/2021			
Roseville	47,710	1,002,892,213			\$94,799	7/1/2021	6/30/2022		
Southgate	30,014	746,344,530			\$5,250	7/1/2021	6/30/2022		
Taylor	63,409	1,413,430,461			\$32,900	1/1/2020	12/31/2021		
Trenton	18,544	848,881,887	\$13,000	\$13,000	\$13,000	11/1/2019	10/31/2023		
Troy	87,294	5,378,572,670	\$81,424	\$109,922	\$85,850	7/1/2021			
Wayne	17,713	371,388,900							
Westland	85,420	1,892,893,807							
Wixom	17,193	814,362,280	\$76,317	\$100,226	\$98,285	7/1/2018	6/30/2021		
Woodhaven	12,941	506,017,609			\$91,166	7/1/2021			
Wyandotte	25,058	594,674,148			\$4,800	5/10/2021			
Brownstown Twp	33,194	1,120,389,034			\$30,500	11/20/2020	11/20/2024		
Canton Twp	98,659	4,499,227,842	\$102,076	\$102,076	\$102,076	1/1/2021			
Clinton Twp	100,513	3,169,938,104			\$81,024	4/1/2021	3/31/2022		
Commerce Twp	38,514	2,322,767,580			\$93,000	1/1/2021			
Huron Twp	16,844	581,092,177			\$54,758	11/20/2020	11/20/2024		
Macomb Twp	91,663	4,034,761,897			\$93,500	11/20/2020			
Northville Twp	31,758	2,406,447,471	\$25,000	\$25,000	\$25,000	11/12/2020			
Orion Township	35,330	1,983,739,610	\$81,600	\$81,600	\$81,600	1/1/2021	12/31/2021		
Pittsfield Twp	39,147	2,212,951,587	\$88,615	\$88,615	\$88,615	11/1/2020			
Redford Twp	49,504	917,127,059		\$79,441	\$79,441	12/1/2020	11/30/2024		
Van Buren Twp	30,375	1,165,488,936	\$94,347	\$94,347	\$94,347	1/1/2021	1/1/2023		
Waterford Twp	70,565	2,460,250,560			\$90,496	1/1/2021			
Ypsilanti Twp	55,670	1,509,216,773			\$86,341	1/1/2021	12/31/2021		

Legend:

A Uses alternate title	F Full and part time positions	N Under negotiation	T Part time position
B Shared position, see salary survey	H Base + Hourly	P Public Safety Dept	U Union
C Contracted services	LEV Assessor's level	POC Paid on Call	V Vacant
D Dept shared with other municipality			

Councilpersons/Trustees

Community	# of Meetings per Year	Rate Paid
Allen Park	24	\$5,000/yr
Ann Arbor	40	\$23,159/yr
Auburn Hills	24	\$7,500/yr
Belleville	24	\$1,000/yr
Birmingham	28	\$5 / mtg
Dearborn	24	\$15,212/yr
Dearborn Heights	26	\$10,562/yr
Farmington Hills		\$592.46/mth
Flat Rock	24	\$1,250/yr
Fraser	12	\$5,000/yr
Garden City	27	\$500/mth
Inkster	24	\$8,400/yr
Lincoln Park	24	\$6,400/yr
Livonia	48	\$17,270/yr
Melvindale	24	\$2,500/yr
Northville	24	\$500/yr
Novi	24	\$187.50/mth
Plymouth	24	\$20/mtg
Riverview	26	\$5,000/yr
Romulus	36	\$10,199/yr
Roseville	24+	\$8,705/yr
Southgate	24	\$4,500/yr
Taylor	24	\$50/mtg
Trenton	75	\$50/mtg
Troy	26	\$175/mth
Wayne	24	\$2,850/yr
Westland	24	\$17,715-\$18,158/yr
Wixom	26	\$1500/yr
Woodhaven	24	\$40/mtg
Wyandotte	24	\$2,500/yr
Brownstown Twp	24	\$7,500/yr
Canton Twp	24	\$12,396/yr
Clinton Twp	24	\$13,985/yr
Commerce Twp	24	\$250/mtg
Huron Twp	18	\$6,400 + \$100/mtg
Macomb Twp	26	\$9,000 + \$200/mtg
Northville Twp	12	\$11,000/yr
Orion Township	12	\$4,400/yr
Pittsfield Twp	19	\$5,200/annual; \$100/mtg
Redford Twp	24	\$12,186/yr
Van Buren Twp	24	\$18,059/yr
Waterford Twp	39+	\$11,649/yr
Ypsilanti Twp	20-24	\$15,000/yr

Chairman/President

Community	# of Meetings per Year	Rate Paid
Allen Park	24	\$5,000/yr
Ann Arbor		
Auburn Hills	24	see Mayor/Supervisor
Belleville		
Birmingham	28	see Mayor/Supervisor
Dearborn	24	\$18,273/yr
Dearborn Heights	26	\$13,377/yr
Farmington Hills		see Mayor/Supervisor
Flat Rock	24	see Mayor/Supervisor
Fraser		
Garden City	27	see Mayor/Supervisor
Inkster		
Lincoln Park	24	\$6,800/yr
Livonia	48	\$18,519/yr
Melvindale	24	\$3,000/yr
Northville	24	see Mayor/Supervisor
Novi	24	\$270.84/mth
Plymouth	24	see Mayor/Supervisor
Riverview		
Romulus	36	\$11,023/yr
Roseville		
Southgate	24	\$4,900/yr
Taylor	24	\$60/mtg
Trenton		
Troy		
Wayne	24	see Mayor/Supervisor
Westland	24	\$18,612/yr
Wixom		
Woodhaven		
Wyandotte		
Brownstown Twp	24	\$25/mtg
Canton Twp		
Clinton Twp		
Commerce Twp		
Huron Twp		
Macomb Twp		
Northville Twp	12	see Mayor/Supervisor
Orion Township		
Pittsfield Twp	19	see Mayor/Supervisor
Redford Twp	24	\$20,730/yr
Van Buren Twp		
Waterford Twp	39+	see Mayor/Supervisor
Ypsilanti Twp		



City of Romulus

Public Comment

Council Meeting Held:

December 13, 2021

Item No. 8.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

December 13, 2021

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

December 13, 2021

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **December 13, 2021**

Item No. A.

General Description: Approval of Warrant #: 21-23 for Checks presented in the amount of \$1,486,657.26

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: December 13, 2021

Warrant Number: 21-23

TOTAL WARRANT REGISTER

1,486,657.26

P.O.#	CHECK #	PAYEE	AMOUNT

TOTAL DELETIONS

TOTAL ADJUSTED WARRANT (IF ANY DELETIONS)

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

The obligations of transfer of funds described on the attached warrant register including the required interfund advances have been authorized by the Council. We hereby authorize the Treasurer of the City of Romulus to disburse funds as listed in payment thereof with the exception of deleted items listed above.

MAYOR

CLERK

12/9/2021

CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 11/19/2021 - 12/08/2021

Fund		Amount
Total for fund 101	General Fund	121,532.81
Total for fund 202	Major Street Fund	105,933.71
Total for fund 203	Local Street Fund	15,033.41
Total for fund 205	Public Safety Fund	38,923.90
Total for fund 211	Cable TV	1,011.48
Total for fund 219	Street Lighting Fund	50,156.07
Total for fund 226	Garbage & Rubbish Collection Fund	94,472.22
Total for fund 261	911 Service Fund	14,824.40
Total for fund 267	Law Enforcement	160.00
Total for fund 268	Narc forfeiture - State	978.52
Total for fund 271	Library Fund	11,206.21
Total for fund 285	Grant Special Revenue	3,950.00
Total for fund 295	DDA	3,672.76
Total for fund 297	T.I.F.A. District #2	4,048.65
Total for fund 592	Water & Sewer Fund	524,199.88
Total for fund 661	Motor Vehicle	151,206.47
Total for fund 664	Technology Services	10,654.62
Total for fund 676	Retiree's Ins. Benefits	195,099.51
Total for fund 701	Revolving Fund	1,553.00
Total for fund 703	Current Tax	1,882.16
Total for fund 705	Delq. Pers. Prop. Fund	4,309.31
Total for fund 750	Payroll Fund	131,848.17
TOTAL - ALL FUNDS		1,486,657.26

12/9/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 11/19/2021 - 12/08/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
12/03/2021	POOL	77020	3957	BURHOPS COLLISION	CLAIM # 100AL2100213, WORKFILE ID 028F86 CLAIM: 100AL2100103, 2018 FORD POLICE IN	451.79 <u>13,736.15</u>
						14,187.94
12/08/2021	POOL	52(S)	2804	AMAZON	REPLACEMENT FILTER FOR NEEDED EQUIPMENT ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0	48.96 <u>(48.96)</u>
						0.00
12/08/2021	POOL	77021	2996	ABS STORAGE PRODUCTS, INC.	PURCHASE PLASTIC FOR PRISONERS IN POLICE	200.00
12/08/2021	POOL	77022	2724	ACE CUTTING EQUIPMENT & SUPPLY, INC	21/22 BLANKET PO- WATER DEPT MISC PARTS	381.24
12/08/2021	POOL	77023	3257	ACROSS THE STREET PRODUCTIONS	SOLE SOURCE FOR BLUE CARD ONLINE TRAININ	346.50
12/08/2021	POOL	77024	3374	AIR DUCT CLEAN LLC	CLEANING OF MAIN TRUNK LINES AT STATION	1,475.00
12/08/2021	POOL	77025	0551	AIS CONSTRUCTION EQUIPMENT CORP.	SOLE SOURCE REFURBISH DPW GRADALL MACHIN	108,035.59
12/08/2021	POOL	77026	1279	AJAX MATERIALS CORPORATION	ACCT. 181322, COLD PATCH	1,752.60
12/08/2021	POOL	77027	1567	ALPHA PSYCHOLOGICAL SERVICES, PC	PSYCH EVALUATION & FIT FOR DUTY	3,200.00
12/08/2021	POOL	77028	4027	AMAZON CAPITAL SERVICES	A1BKT1UJL8KYG - 2022 WALL CALANDER A1BKZT1UJL8KYG - TREE LIGHTING SUPPLY OR 5TB WD EXTERNAL HD FOR OFFSITE DRIVE BAC MISC. SUPPLIES FOR AS GRANT ACCT. A1BKZT1UJL8KYG, FRAMES AND TAPE ACCT. A1BKZT1UJL8KYG, NAME PLATE ROBERT ACCT. A1BKZT1UJL8KYG, OFFICE SUPPLY ORDE Q WORK 3/4 QUICK COUPLER KEY FOR SPRINKL MISC FOOD AND SUPPLIES FOR SHELTER 2022 CALENDARS FOR CLERK OFFICE & COUNCI A1BKZT1UJL8KYG, OFFICE SUPPLIES FOR PLAN A1BKZT1UJL8KYG, OFFICE SUPPLIES FOR PLAN A1BKZT1UJL8KYG, MOTHER DAUGHTER PAR -TEA A1BKZT1UJL8KYG, SUPPLIES FOR MOTHER DAUG A1BKZT1UJL8KYG, DECORATING SUPPLIES A1BKZT1UJL8KYG, MISC SUPPLIES A1BKZT1UJL8KYG, DIGITAL LOCKS A1BKZT1UJL8KYG, 2022 CALENDARS ID HOLDER SUPPLIES-PURCHASING PHOTOGRAPHY ACCESSORIES A1BKZT1UJL8KYG, 24# WHITE COTTON PAPER A1BKZT1UJL8KYG, BINOCULARS A1BKZT1UJL8KYG MISC PD SUPPLIES MISC. SUPPLIES FOR AS GRANT A1BKZT1UJL8KYG, Q WORK 3/4 QUICK COUPLER A1BKZT1UJL8KYG, CREDIT MEMO 2022 WALL CA	13.84 107.52 459.96 18.59 90.93 20.87 70.09 17.96 139.97 218.48 14.90 43.72 44.97 258.56 130.35 257.93 2,052.20 19.38 11.08 1,005.21 24.98 477.00 116.58 (18.59) (26.94) (13.84)
						5,555.70
12/08/2021	POOL	77029	2804	AMAZON.COM LLC	ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0 ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0	162.99 26.99 10.85 7.49 4.99 12.99 33.54 24.43 36.81 99.24 26.60 23.60 49.87 86.20 11.36

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0	19.96
					ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0	17.50
					ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0	(9.03)
					ROMULUS PUBLIC LIBRARY ACCT 60457 8781 0	(23.70)
						622.68
12/08/2021	POOL	77030	MISC	ANN SZLINIS	ANN SZLINIS- DECEMBER 2021	336.41
12/08/2021	POOL	77031	2903	APPLIED IMAGING	ACCT. ROMULU01-004, CONTRACT NO. CN2987-	580.27
12/08/2021	POOL	77032	0561	ASSOCIATED BAG COMPANY	PRISONERS PROPERTY BAGS	634.86
12/08/2021	POOL	77033	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 21/22-09 21/22 INVERTED P.O 07-01-2	66.50
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	51.59
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	80.37
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	152.49
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	145.84
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	114.25
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	52.18
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	51.81
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	52.04
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	50.29
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	55.43
						872.79
12/08/2021	POOL	77034	0554	AT&T	NOV 22 - DEC 21, 2021 ACCT # 734 941-066	548.46
12/08/2021	POOL	77035	1081	ATCHINSON FORD SALES, INC.	21/22 BLANKET PO MISC VEHICLE REPAIRS -	95.94
					21/22 BLANKET PO MISC VEHICLE REPAIRS -	49.91
					CUST. 118695, 1FM5K8AT7JGC18271	100.00
						245.85
12/08/2021	POOL	77036	3649	AUTO VALUE OF ROMULUS	21/22 BLANKET PO FOR MISC MECHANIC PURCH	9.78
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	5.59
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	65.88
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	24.38
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	3.28
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	33.20
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	58.76
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	194.51
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	173.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	46.88
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	113.49
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	3.48
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	14.97
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	18.79
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	12.57
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	122.19
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	338.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	9.98
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	13.43
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	10.80
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	1,974.99
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	11.20
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	5.09
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	40.72
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	33.34
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	88.11
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	14.62
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	30.78
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	66.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	88.09
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	237.18
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	15.22
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	258.87
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	30.72
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	46.49

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	71.59
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	20.48
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	6.59
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	4.19
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	10.18
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	40.40
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	6.89
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	69.18
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	67.86
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	173.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	61.51
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	64.86
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	48.15
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	10.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(190.00)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(54.00)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(1,071.59)
						<u>3,555.03</u>
12/08/2021	POOL	77037	3649	VOID		
12/08/2021	POOL	77038	1683	BAKER & TAYLOR	ACCOUNT # 251637 L154147 2 B00000	315.86
					ACCOUNT # 251637 L154147 2 B00000	535.87
					ACCOUNT # 251637 L154147 2 B00000	288.52
					ACCOUNT # 251637 L154147 2 B00000	357.95
					ACCOUNT # 251637 L154147 2 B00000	929.30
					ACCOUNT # 251637 L154147 2 B00000	943.74
					ACCOUNT # 251637 L154147 2 B00000	244.65
					ACCOUNT # 251637 L154147 2 B00000	<u>324.42</u>
						3,940.31
12/08/2021	POOL	77039	3209	BALOGH, MUHAMMAD ALAM	BD Bond Refund	500.00
12/08/2021	POOL	77040	0417	BLUE RIBBON CONTRACTING INC.	ITB 20/21-15 - OZGA SANITARY SEWER INVES	35,408.36
12/08/2021	POOL	77041	2956	BSB COMMUNICATIONS, INC.	BSB TECHNICIAN WORK ON HOW TO BLOCK NUMB	62.50
					21/22 ANNUAL MITEL TELEPHONE MAINTENANCE	<u>6,297.33</u>
						6,359.83
12/08/2021	POOL	77042	3570	BWMS TRAINING	CROSS CONNECTION BASICS TRAINING FOR RO	165.00
12/08/2021	POOL	77043	1828	CDW GOVERNMENT INC	PIGGYBACK MIDEAL CONTRACT 071B6600110 AN	907.72
					PIGGYBACK MIDEAL CONTRACT 071B6600110 AN	<u>5,019.56</u>
						5,927.28
12/08/2021	POOL	77044	4076	CELEBRATING MAGICAL-MOBILE WISHES	HORSE FOR CHRISTMAS PICTURES	200.00
12/08/2021	POOL	77045	3092	CENTER POINT LARGE PRINT	ROMULUS PUBLIC LIBRARY, THE BURNING/E.R.	46.50
12/08/2021	POOL	77046	1172	CITY OF ROMULUS	9755 OZGA, 2021 WINTER TAXES	10.35
					HANNAN, 2021 WINTER PROPERTY TAXES	1,527.28
					11147 HUNT, 2021 WINTER PROPERTY TAXES	13.96
					6900 WAYNE, 2021 WINTER PROPERTY TAXES	748.90
					37230 NORTHLINE, 2021 WINTER PROPERTY TA	<u>906.34</u>
						3,206.83
12/08/2021	POOL	77047	1468	CITY OF ROMULUS	HYDRANT USE FOR PUMPKIN FESTIVAL 2021	61.92
					HYDRANT USE FOR PUMPKIN FESTIVAL 2021	<u>50.00</u>
						111.92
12/08/2021	POOL	77048	0917	CITY OF WAYNE	11111 WAYNE SEWAGE 10/1/21 - 10/31/21	4,301.64
12/08/2021	POOL	77049	3709	CIVICPLUS, INC.	CIVICENGAGE HOSTING AND ANNUAL SECURITY	5,926.00
12/08/2021	POOL	77050	2965	CLEAR RATE COMMUNICATIONS, INC.	ACCOUNT # 4876633 11/21/21 - 12/20/21	7,649.96

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/08/2021	POOL	77051	1980	COMCAST	BUSINESS CABLE NOV 25 - DEC 24, 2021 AC	127.52
					DEC 10 - JAN 9, 2022 SERVICE TO ADDT'L T	8.10
						135.62
12/08/2021	POOL	77052	1030	COMERICA BANK	POLC UNION DUES	761.86
12/08/2021	POOL	77053	4079	COMMAND PRESENCE LLC	TRAINING OFC. B. MOON LEADING WITHOUT RA	160.00
12/08/2021	POOL	77054	3857	COMMERCIAL GROUNDS SERVICES	RFP 19/20-14 GODDARD RD LANDSCAPING FY 2	1,200.00
					RFP 19/20-14 GODDARD RD LANDSCAPING FY 2	480.00
						1,680.00
12/08/2021	POOL	77055	3546	CORE & MAIN	ACCT. 188039, MISC WATER SUPPLIES - DPW	592.96
					ACCT. 188039, MISC WATER SUPPLIES - DPW	48.96
					ACCT. 188039, MISC WATER SUPPLIES - DPW	113.33
						755.25
12/08/2021	POOL	77056	MISC	COREY CHANDLER	11/15/21 EMS LICENSE RENEWAL FEE	25.00
12/08/2021	POOL	77057	0225	CROVA SALES & SERVICE	21/22 BLANKET PO FOR CROVA SALES - DPW	43.50
12/08/2021	POOL	77058	MISC	DANA FAVOT	STERILIZATION REFUND - SWEETY	25.00
12/08/2021	POOL	77059	MISC	DANIELLE COPUS	ANIMAL STERILIZATION REFUNDS FOR FIONA &	50.00
12/08/2021	POOL	77060	0020	DELTA DENTAL PLAN OF MICHIGAN	DECEMBER 2021 DELTA DENTAL INSURANCE	13,688.60
12/08/2021	POOL	77061	0584	DEMCO	LIBRARY SUPPLIES, BILLING: 210024610, RE	237.17
12/08/2021	POOL	77062	0584	DEMCO, INC.	CUST. 210024610, REF. 13260335	165.84
12/08/2021	POOL	77063	4044	DETROIT METRO AIRPORT CENTER LLC	LEASE AGREEMENT W/CITY OF ROMULUS & DMAC	1,236.98
12/08/2021	POOL	77064	2980	DETROIT REGIONAL CHAMBER	2022 GENERAL MEMBERSHIP JANUARY 1, 2022	1,332.00
12/08/2021	POOL	77065	2894	DIGITAL ALLY INC,	BODY CAMERA DOCKING STATION ADVANCED EXC	850.00
12/08/2021	POOL	77066	3209	Dominic Banas	BD Bond Refund	200.00
12/08/2021	POOL	77067	3495	DOMINION VOTING SYSTEMS, INC.	CELLULAR/MODEM SERVICES	225.00
12/08/2021	POOL	77068	3253	DORRIS BENNETT	REIMBURSEMENT FOR DECEMBER 2021 RETIREE	353.17
12/08/2021	POOL	77069	0024	DOWNRIVER COMMUNITY CONFERENCE	DCC MEMBERSHIP 2021/2022	8,675.36
12/08/2021	POOL	77070	2574	DSS CORPORATION	SOLE SOURCE-EQUATURE VOICE CAPTURE LICEN	3,970.85
12/08/2021	POOL	77071	0772	DTE ENERGY	NOVEMBER 2021 STREETLIGHTING	51,860.24
12/08/2021	POOL	77072	3611	EAGLE ENGRAVING, INC.	DEPARTMENT COMMENDATION BARS	40.35
12/08/2021	POOL	77073	0595	ECORSE QUALITY ELECTRIC SERVICE INC	21/22 BLANKET PO FOR ELECTRICAL SUPPLIES	218.00
12/08/2021	POOL	77074	0599	ETC	ENVIRONMENTAL TESTING POLICE DEPARTMENT	1,465.00
12/08/2021	POOL	77075	2188	EVER KOLD REFRIGERATION	REPAIR REFRIDGERATOR @ SENIOR CENTER	192.00
12/08/2021	POOL	77076	0603	FASTENAL COMPANY	21/22 BLANKET PO FOR MISC PARTS FOR - DP	137.90
12/08/2021	POOL	77077	3475	FERGUSON WATERWORKS #3386	Inventory Order	2,192.58
					INVENTORY ORDER-STAINLESS STEEL CLAMPS	840.52
					INVENTORY ORDER WATER PARTS CLAMPS, CURB	425.16
					Inventory Order	283.44
					INVENTORY ORDER WATER PARTS CLAMPS, CURB	171.48
					INVENTORY ORDER-STAINLESS STEEL CLAMPS	354.30
					CONTRACTOR PURCHASED HYDRANT METER HEAD	884.06
						5,151.54
12/08/2021	POOL	77078	1346	FERRELLGAS, LP	ACCT 88378180, PROPANE FOR HILO	232.25
12/08/2021	POOL	77079	2735	FIFER INVESTIGATIONS, LLC	NEW HIRE BACKGROUND INVESTIGATION	1,800.00
12/08/2021	POOL	77080	3053	FIRST CHOICE COFFEE SERVICES	21/22 BLANKET PO FOR WATER PURIFIER AT P	62.95
12/08/2021	POOL	77081	4074	FLOWERS IN THE MITTEN LLC	FLOWERS FOR THE 2021 INAUGURATION CEREMO	382.00
12/08/2021	POOL	77082	3829	FOSTER BLUE WATER OIL, LLC	21/22 INVERTED PO - ITB 19/20-21 2 YEAR	60.00
12/08/2021	POOL	77083	3245	FOSTER SWIFT COLLINS & SMITH,	PROFESSIONAL SERVICES THRU OCT 31, 2021	189.00
12/08/2021	POOL	77084	3577	FRIED SAPERSTEIN SAKWA, PC	NOVEMBER 2021 CITY PROSECUTION SERVICES	3,645.00
12/08/2021	POOL	77085	0613	GABRIEL, ROEDER, SMITH & CO.	ACCT ROMULUS PREPARATION OF GASB STATEME	11,500.00
12/08/2021	POOL	77086	2703	GALE/CENGAGE LEARNING	ACCT# 194418, ORDER NO. 40356401S#	30.39
					ACCT# 194418, ORDER NO. 40415157S#	62.38
						92.77
12/08/2021	POOL	77087	MISC	GEO IONITA	SPAY/NEUTER REFUND	25.00
12/08/2021	POOL	77088	1866	GMIS	GMIS MEMBERSHIP FOR 2020/2021 FISCAL YEA	200.00
12/08/2021	POOL	77089	0631	GORDON FOOD SERVICE, INC.	CUSTOMER # 712400021 CITY OF ROMULUS	242.59

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/08/2021	POOL	77090	0338	GRAINGER INC.	21/22 BLANKET PO - FOR MISCELLANEOUS PUR	24.20
					21/22 BLANKET PO - FOR MISCELLANEOUS PUR	364.06
					21/22 BLANKET PO - FOR MISCELLANEOUS PUR	571.40
						959.66
12/08/2021	POOL	77091	3264	GREAT LAKES WATER AUTHORITY	ACCT # 100-2451-W WATER USAGE/FIXED CHAR	384,154.49
12/08/2021	POOL	77092	3865	GREEN MEADOWS LAWNSCAPE, INC	ITB 19/20-26 CEMETERY AND ALLEY GRASS CU	2,040.00
12/08/2021	POOL	77093	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES THRU NOVEMBER 30TH	36.72
12/08/2021	POOL	77094	2995	HALLAHAN & ASSOCIATES, P.C.	ATTORNEY SERVICES FOR TAX ISSUES SEVICES	1,211.76
12/08/2021	POOL	77095	0191	HERKIMER RADIO SERVICE	PROGRAMING OF APX4000 PORTABLE TO POLIC	50.00
12/08/2021	POOL	77096	MISC	HIGHWAY MAINTENANCE & CO	REFUND DUPLICATE PAYMENT	75.00
12/08/2021	POOL	77097	0891	HOME DEPOT	21/22 BLANKET PO FOR MISC SUPPLIES - DPW	259.61
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	51.06
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	132.86
					21/22 BLANKET PO - HOME DEPOT - MISC. MA	121.21
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	109.00
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	21.37
					21/22 BLANKET PO - HOME DEPOT - MISC. MA	286.50
					CARTRIDGE RETURN - DELTA CARTRDGE ASSBLY	(53.16)
						928.45
12/08/2021	POOL	77098	1362	HONEYWELL BUILDING SOLUTIONS	21/22 INVERTED PO - MONTHLY CONTRACT PA	8,053.23
12/08/2021	POOL	77099	1420	HYDROCORP, INC.	21/22 INVERTED PO - ITB 17/18-25 5 YR C	6,822.00
12/08/2021	POOL	77100	0885	INMOTION ENTERTAINMENT GROUP	2021 Sum Tax Refund 80 999 00 2019 110	1,827.51
12/08/2021	POOL	77101	0325	INT'L INSTITUTE OF MUNICIPAL CLERKS	NEW MEMBERSHIP - IIMC - ELECTIONS CLERK	115.00
					RENEWAL MEMBERSHIP FOR CLERK/DEP CLERK;	355.00
						470.00
12/08/2021	POOL	77102	1216	IRON MOUNTAIN RECORDS MANAGEMENT	POLICE RECORDS STORAGE PERIOD 10/01/2021	1,027.32
12/08/2021	POOL	77103	2567	J & B MEDICAL SUPPLY CO. INC	CUST. 2699 - J&B MEDICAL - FIRE DEPT	343.20
					CUST. 2699 - J&B MEDICAL - FIRE DEPT	157.30
					CUST. 2699 - J&B MEDICAL - FIRE DEPT	17.95
					21/22 BLANKET PO - J&B MEDICAL - FIRE D	32.26
					21/22 BLANKET PO - J&B MEDICAL - FIRE D	70.50
						621.21
12/08/2021	POOL	77104	0075	J & M TOWING	12/11/20 FREIGHTLINER DUMP TRUCK DPW YAR	250.00
					21/22 BLANKET PO TOWING FOR DISABLED CIT	250.00
					21/22 BLANKET PO TOWING FOR DISABLED CIT	225.00
					21/22 BLANKET PO TOWING FOR DISABLED CIT	225.00
						950.00
12/08/2021	POOL	77105	1028	J.P. COOKE CO.	JOB # 1204640, 3 YEAR DOG TAG 1-700 /500	141.65
12/08/2021	POOL	77106	1896	JAM BEST ONE FLEET SERVICE	LOW STOCK TIRES- NEW POLICE EXPLORERS	1,391.04
					LOW STOCK TIRES- NEW POLICE EXPLORERS	1,456.88
					225/70/19.5 BRIDGESTONE 724 ITB#18/19-	888.42
						3,736.34
12/08/2021	POOL	77107	MISC	JILL MARTIN	SOUTHERN WAYNE CO REG. CHAMBER MEMBER TI	30.00
12/08/2021	POOL	77108	3721	KELLER THOMA PC	PROF SVCS THROUGH 11/30/21- GENERAL MATT	900.00
12/08/2021	POOL	77109	1709	KELLEY AND SONS TRAILERS	INSTALLATION OF GORILLA LIFT SYSTEM ON 4	350.00
12/08/2021	POOL	77110	MISC	KELLY JACQUES	ANIMAL STERILIZATION FOR FREYA AND PEBBL	50.00
12/08/2021	POOL	77111	0725	KUSTOM SIGNALS, INC.	PIGGY BACK MI -DEAL #210000000352 PURCH	7,310.00
12/08/2021	POOL	77112	MISC	KYLE HUBBARD	CDL AND MECHANIC LICENSE RENEWALS	80.00
12/08/2021	POOL	77113	3782	LAMBERT & CO.	FY 21/22 PR SERVICES FOR COM DEV, DDA &	4,635.00
12/08/2021	POOL	77114	3614	LASERCOM , LLC	21/22 INVERTED PO ITB 17/18-37 WATER BI	2,037.04
12/08/2021	POOL	77115	0212	LOWER HURON CHEM & SUPPLY CO., INC.	CUST. # ROMUL220, INVENTORY ORDER	1,265.26

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/08/2021	POOL	77116	1680	LUSTER CLEANERS, INC	21/22 BLANKET PO PRISONERS BLANKET CLEA	80.00
					21/22 BLANKET PO PRISONERS BLANKET CLEA	80.00
					21/22 BLANKET PO PRISONERS BLANKET CLEA	80.00
					21/22 BLANKET PO PRISONERS BLANKET CLEA	80.00
					CLEANING OF ELECTION VESTS FOR NOV. 2, 2	255.00
					21/22 BLANKET PO PRISONERS BLANKET CLEA	40.00
					PRISONERS BLANKET CLEANING 11/22 - 11/28	80.00
						695.00
12/08/2021	POOL	77117	0145	MAGLOCLEN	MAGLOCLEN MEMBERSHIP USER FEES JULY 1, 2	400.00
12/08/2021	POOL	77118	MISC	MALLORY SMITH	ANIMAL STERILIZATION REFUND	25.00
12/08/2021	POOL	77119	0578	MARK CHEVROLET	A/C EVAC OF CONTAMINATED FREON FOR DB- S	194.14
12/08/2021	POOL	77120	2666	MAURER'S TEXTILE RENTAL SERVICES	21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	112.20
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	28.25
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	25.28
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
					INVERTED PO FY 21-22 - BUILDING DEPT UNI	18.23
						259.11
12/08/2021	POOL	77121	3355	MEI TOTAL ELEVATOR SOLUTIONS	STATE REQUIRED CAT 1 TESTING	730.91
12/08/2021	POOL	77122	3859	MERRITT CIESLAK DESIGN	ROMULUS PUBLIC LIBRARY MTG RM AND CIR DE	1,190.00
12/08/2021	POOL	77123	0088	MESSENGER PRINTING SERVICE INC.	BUSINESS CARDS FOR ROBERT MCCRAIGHT	74.50
12/08/2021	POOL	77124	3988	METRO ALARM SYSTEMS LLC	SYSTEM MONITORING - DPW, SENIOR CENTER	65.98
12/08/2021	POOL	77125	0398	MICH ASSOC OF CHIEFS OF POLICE	WIN 22 FULL CONFERENCE REGISTRATION DAMI	280.00
					WIN 22 FULL CONFERENCE REGISTRATION ROBE	330.00
					ACTIVE SWORN LE PERSONNEL MEMBERSHIP FOR	100.00
						710.00
12/08/2021	POOL	77126	0963	MICHIGAN ASSOC. OF MUNICIPAL CLERKS	MEMBERSHIP RENEWAL FOR CLERK & DEP CLERK	180.00
12/08/2021	POOL	77127	2084	MICHIGAN ASSOCIATION OF PLANNING	MICHIGAN ASSOCIATION OF PLANNING WEBINAR	25.00
					MICHIGAN ASSOCIATION OF PLANNING WEBINAR	25.00
						50.00
12/08/2021	POOL	77128	0887	MICHIGAN FIRE INSPECTORS SOCIETY	2022 MEMBERSHIP DUES; ALLISON, THIEDE,	150.00
12/08/2021	POOL	77129	3513	MICHIGAN MUNICIPAL EXECUTIVES	MME MEMBERSHIP DUES FOR COS 1/2022-12/31	145.00
12/08/2021	POOL	77130	1332	MICHIGAN PIPE & VALVE INC.	CUST. # 0001556, INVENTORY ORDER COPPER	6,867.45
12/08/2021	POOL	77131	3670	MIDWEST COLLAB. FOR LIBRARY SERVICE	ROMULUS PUBLIC LIBRARY, LIBRARIES ENGAGI	40.00
12/08/2021	POOL	77132	0427	MIDWEST TAPE	CUSTOMER # 2000005771, QTY. 12	343.38
					CUSTOMER # 2000005771, QTY. 3	60.97
					CUSTOMER # 2000005771, QTY. 3	63.72
					CUSTOMER # 2000005771, QTY. 2	44.98
					CUSTOMER # 2000015943, QTY. 238	438.20
					CUSTOMER # 2000005771, QTY. 3	109.97
					CUSTOMER # 2000005771, QTY. 1	11.24
					CUSTOMER # 2000005771, QTY. 1	25.99
						1,098.45
12/08/2021	POOL	77133	3282	MKSK, INC.	REF: 00094272 PROJECT D16122.13 ROMULUS	1,612.50
12/08/2021	POOL	77134	1211	MRWA	MICROSOFT OFFICE COURSE FOR ROBERT RADNE	275.00
12/08/2021	POOL	77135	0068	MUCHMORE HARRINGTON SMALLEY & ASSOC	LEGISLATIVE SERVICES FOR DEC 2021	4,000.00
12/08/2021	POOL	77136	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION FOR DECEMBER 2021, ACCT. 84330001	1,645.53
12/08/2021	POOL	77137	1629	NIGP	MEMBERSHIP, AGENCY DUES FY 21/22	280.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/08/2021	POOL	77138	3564	NORMAN CATERING AND EVENTS	BRUNCH @\$6.00/75 GUEST MOTHER DAUGHTER P	450.00
					BRUNCH WITH SANTA @ \$5.00 / 50 GUEST - D	250.00
					MOTHER/DAUGHTER TEA PAR TEA ADDTL ATTEND	453.00
						1,153.00
12/08/2021	POOL	77139	0442	NORTHSIDE TRUE VALUE HARDWARE	21/22 BLANKET PO FOR KEY, LOCK, & MISC.	18.83
					21/22 BLANKET PO FOR MISC BUILDING MAINT	68.51
						87.34
12/08/2021	POOL	77140	3041	NORTHSTAR MAT SERVICES, INC.	ACCT #1862-11121 LIBRARY MAT SERVICE	61.98
12/08/2021	POOL	77141	3917	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	62.00
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	274.50
					ITB 20/21-06 JOYCE UNIFORM JULY 2021 - J	829.70
					ITB 20/21-06 MEHRHOF UNIFORM JULY 2021 -	628.38
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	297.95
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	224.00
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	208.98
						2,525.51
12/08/2021	POOL	77142	3035	O'REILLY AUTO PARTS	CUST. 1713528, 21/22 BLANKET PO FOR MISC	130.13
12/08/2021	POOL	77143	2088	OAKLAND COUNTY	21/22 QUARTERLY OCT-DEC QTRLY CLEMIS MEM	8,118.56
12/08/2021	POOL	77144	4046	OCAAFII, INC.	OCAAFII 3-YEAR MEMBERSHIP & TRAINING	50.00
12/08/2021	POOL	77145	0744	OFFICE DEPOT, INC.	INVENTORY ORDER JANITORIAL SUPPLIES	906.99
					INVENTORY ORDER JANITORIAL SUPPLIES	176.24
					INVENTORY ORDER JANITORIAL SUPPLIES	437.39
					Inventory Order	364.45
						1,885.07
12/08/2021	POOL	77146	0266	OSBORNE CONCRETE COMPANY INC.	21/22 BLANKET PO FOR MISC. PURCHASES	1,288.00
					21/22 BLANKET PO FOR MISC. PURCHASES	885.00
					21/22 BLANKET PO FOR MISC. PURCHASES	673.00
					21/22 BLANKET PO FOR MISC. PURCHASES	1,298.40
					21/22 BLANKET PO FOR MISC. PURCHASES	698.00
					21/22 BLANKET PO FOR MISC. PURCHASES	100.00
					21/22 BLANKET PO FOR MISC. PURCHASES	100.00
					21/22 BLANKET PO FOR MISC. PURCHASES	100.00
					21/22 BLANKET PO FOR MISC. PURCHASES	689.75
					21/22 BLANKET PO FOR MISC. PURCHASES	1,386.00
						7,218.15
12/08/2021	POOL	77147	1131	OUTDOOR EXPERTS, INC	OCT W.C. PRIVATE & WAYNE CTY PROPERTY IT	4,889.59
					OCT W.C. PRIVATE & WAYNE CTY PROPERTY IT	427.11
						5,316.70
12/08/2021	POOL	77148	MISC	PARILIE DUPREE	ROMULUS SENIOR CENTER ROOM RENTAL DEPOSI	100.00
12/08/2021	POOL	77149	2960	PHOENIX SAFETY OUTFITTERS, LLC.	TURNOUT BOOT FOR 3 NEW FF	390.00
12/08/2021	POOL	77150	0716	PLANTE & MORAN, PLLC	SVCS RELATED TO AUDIT 6-30-21	40,000.00
					CUSTOMER #42069 PROFESSIONAL SERVICES RE	4,800.00
					CUSTOMER #42069 PROFESSIONAL SERVICES RE	3,950.00
					CUSTOMER #42069 PROFESSIONAL SERVICES RE	5,100.00
					CUSTOMER #42069 PROFESSIONAL SERVICES RE	17,950.00
						71,800.00
12/08/2021	POOL	77151	MISC	RACHEL ABRAHAM	ANIMAL STERILIZATION REFUND	25.00
12/08/2021	POOL	77152	3605	REDGUARD FIRE & SECURITY, INC.	11/16/21 SERVICE CALL ROMULUS PUBLIC LIB	255.00
12/08/2021	POOL	77153	0688	REY-MART ASPHALTING CO.	ITB 20/21-16 REPAIR ROAD 6345 BEVERLY PL	4,870.08

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/08/2021	POOL	77154	1952	RITTER GIS	21/22 INVERTED- GIS SUPPORT SERVICES 6/3	2,571.25
12/08/2021	POOL	77155	MISC	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMENT	573.64
12/08/2021	POOL	77156	3984	ROMULUS FLOWERS AND GIFTS	FLOWERS FOR 2021 INAUGURATION	109.95
12/08/2021	POOL	77157	0189	ROSE PEST SOLUTIONS	CLIENT # 10023102, ROMULUS LIBRARY	68.00
12/08/2021	POOL	77158	MISC	ROSE SWIDAN	2021 CHRISTMAS GALA	58.92
12/08/2021	POOL	77159	1551	S & F FOODS, INC.	21/22 BLANKET PO FOR PIZZA CALZONE 12CT	75.00
12/08/2021	POOL	77160	0204	SERVICE ELECTRIC SUPPLY INC	21/22 BLANKET PO FOR - MISC. BUILDING RE	161.06
12/08/2021	POOL	77161	4043	SPARTAN TOOL LLC	SEWER SNAKE FOR DRAINING CLEANING	4,699.27
					SEWER SNAKE FOR DRAINING CLEANING	<u>125.00</u>
						4,824.27
12/08/2021	POOL	77162	4040	STAPLES	OFFICE SUPPLIES NOVEMBER 2021	47.20
					OFFICE SUPPLIES NOVEMBER 2021	13.56
					OFFICE SUPPLIES NOVEMBER 2021	50.05
					DPW OFFICE SUPPLY ORDER 11/23/21	30.28
					DPW OFFICE SUPPLY ORDER 11/23/21	<u>47.26</u>
						188.35
12/08/2021	POOL	77163	1801	STATE OF MICHIGAN-MDOT	MDOT00293, BEVERLY ROAD PHASE II CONSTRU	79,307.29
					MDOT00293, BEVERLY ROAD PHASE II CONSTRU	<u>16,451.65</u>
						95,758.94
12/08/2021	POOL	77164	3617	SUBURBAN OCCUPATIONAL HEALTH	NEW HIRE DRUG SCREEN AND PHYSICAL	95.00
					NEW HIRE PHYSICAL AND DRUG SCREEN	478.00
					NEW HIRE PHYSICALS AND DRUG SCREENS	<u>190.00</u>
						763.00
12/08/2021	POOL	77165	4034	SUPERIOR MEDICAL WASTE DISPOSAL	MEDICAL WASTE DISPOSAL CONTRACT FY 21/22	90.00
12/08/2021	POOL	77166	3059	T-MOBILE	BILL TO: 1001143, 9/27/21 - 9/27/21	30.00
12/08/2021	POOL	77167	1014	THE HARTFORD-PRIORITY ACCOUNTS	DECEMBER 2021 HARTFORD CUST # 0087585200	6,792.61
12/08/2021	POOL	77168	3593	TOSHIBA BUSINESS SOLUTIONS	HP LASERJET PRO M227FDW PRINTER FOR BAMB	368.00
					RFP 17/18-01 INVERTED PO FY 21/22 MANAGE	<u>3,335.49</u>
						3,703.49
12/08/2021	POOL	77169	4042	TRUSTED JOURNEY	21/22 BLANKET PO FOR ANIMAL DISPOSAL	170.00
					10/28/21 PICK UP	136.00
					11/4/21 PICK UP	51.00
					11/18/21 PICK UP	<u>85.00</u>
						442.00
12/08/2021	POOL	77170	3446	ULINE, INC.	CUST. 13191270, ORDER NO. 65285997 16GAL	177.72
12/08/2021	POOL	77171	0885	VAUGHN, JANICE	2021 Sum Tax Refund 80 002 01 0122 000	54.65
12/08/2021	POOL	77172	4006	VERDETERRE CONTRACTING INC.	ITB 20/21-11 BARTH ROAD PAVING AND WATER	61,689.40
12/08/2021	POOL	77173	0670	VERIZON WIRELESS	ACCT#480989000-00001, JUL 10 - AUG 09, 2	573.12
					ACCT#480989000-00001, AUG 10 - SEP 09, 2	<u>405.40</u>
						978.52
12/08/2021	POOL	77174	0670	VERIZON WIRELESS	ACCT # 242053368-00001 M2M POLICE CAR MO	690.50
12/08/2021	POOL	77175	1482	WAL-MART COMMUNITY	ACCT# 6032 2020 2014 4896, ST# 03476, WA	28.78
					ACCT# 6032 2020 2014 4896, ST# 02872	<u>22.82</u>
						51.60

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/08/2021	POOL	77176	0659	WASTE MANAGEMENT	CUST ID 6-99272-72005, 21/22 INVERTED PO	91,409.07
					CUST. 6-98284-42000, 21/22 INVERTED PO F	573.15
						91,982.22
12/08/2021	POOL	77177	0657	WAYNE COUNTY	09/21 PRISONER HOUSING MAINTENANCE CHARG	140.00
12/08/2021	POOL	77178	MISC	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEMEN	3,735.67
12/08/2021	POOL	77179	0065	WAYNE LAWN & GARDEN CENTER, INC.	21/22 BLANKET PO FOR MECH & GROUNDS - DP	14.98
12/08/2021	POOL	77180	0809	WEST METRO DOOR INC.	21/22 BLANKET PO - MISC MAINT & BLDG SUP	215.00
12/08/2021	POOL	77181	0233	WESTLAND LOCK & KEY, INC.	ALARM LOCK EXIT SERVICE AND LABOR TO REM	2,050.00
12/08/2021	POOL	77182	0601	WEX BANK	ACCT 0462-00-398910-0 FUEL COSTS NOVEMBE	18,620.97
12/08/2021	POOL	77183	0198	WINDER POLICE EQUIPMENT, INC.	21/22 BLANKET PO FOR MISC PARTS FOR EMER	406.00
12/08/2021	POOL	77184	0651	WOODLAND MEADOWS LANDFILL	CUST. 7-00887-32007, 21/22 INVERTED PO F	830.00
12/08/2021	POOL	77185	2945	ZONES, LLC	ANNUAL RENEWAL FOR BARRACUDA SPAM AND VI	3,840.00
12/08/2021	POOL	799(E)	0017	BLUE CARE NETWORK	DECEMBER 2021 HEALTH INS INV. 2131300618	927.50
12/08/2021	POOL	800(E)	0016	BLUE CROSS/BLUE SHIELD OF MICH	DEC 2021, 132378803, 132398562, 13239859	291,628.86
12/08/2021	POOL	801(E)	1468	CITY OF ROMULUS	11147 HUNT WATER BILL, 10/01/21 - 10/31/	18.21
12/08/2021	POOL	802(E)	1468	CITY OF ROMULUS	37230 NORTHLINE WATER BILL, 10/1/21 - 10	106.73
12/08/2021	POOL	803(E)	1468	CITY OF ROMULUS	11165 OLIVE B WATER BILL, 10/1/21 - 10/3	86.31
12/08/2021	POOL	804(E)	1468	CITY OF ROMULUS	11121 WAYNE WATER BILL, 10/1/21 - 10/31/	82.60
12/08/2021	POOL	805(E)	1468	CITY OF ROMULUS	11165 OLIVE A WATER BILL, 10/1/21 - 10/3	55.78
12/08/2021	POOL	806(E)	1468	CITY OF ROMULUS	28777 EUREKA WATER BILL, 10/1/21 - 10/31	167.81
12/08/2021	POOL	807(E)	1468	CITY OF ROMULUS	36525 BIBBINS WATER BILL, 10/1/21 - 10/3	76.49
12/08/2021	POOL	808(E)	1468	CITY OF ROMULUS	7221 MIDDLEBELT WATER BILL, 10/1/21 - 10	320.52
12/08/2021	POOL	809(E)	1468	CITY OF ROMULUS	12300 WAYNE WATER BILL, 10/1/21 - 10/31/	167.81
12/08/2021	POOL	810(E)	1468	CITY OF ROMULUS	11111 WAYNE WATER BILL, 10/1/21 - 10/31/	1,047.36
12/08/2021	POOL	811(E)	1468	CITY OF ROMULUS	11189 SHOOK WATER BILL, 10/1/21 - 10/31/	18.21
12/08/2021	POOL	812(E)	1468	CITY OF ROMULUS	12600 WAYNE WATER BILL, 10/1/21 - 10/31/	203.81
12/08/2021	POOL	813(E)	1468	CITY OF ROMULUS	11147 HUNT WATER BILL, 10/1/21 - 10/31/2	18.21
12/08/2021	POOL	814(E)	1468	CITY OF ROMULUS	6900 WAYNE WATER BILL, 10/1/21 - 10/31/2	106.73
12/08/2021	POOL	815(E)	0581	COMERICA COMM. CARD SERV.	DERRAN SHELBY OCTOBER 2021 CHARGES	162.20
					(ANIMAL EUTHANASIA LICENSE RENEWAL FEE)	
12/08/2021	POOL	816(E)	0012	DTE ENERGY	28777 EUREKA - FS #4 OCT 13 - NOV 10,	741.87
					11165 OLIVE - POLICE STATION OCT 13 - NO	2,101.49
					12600 WAYNE - DPW- OCT 13 - NOV 9, 2021	1,914.35
					36525 BIBBINS - SR CTR OCT 13 - NOV 9, 2	1,320.93
					6061 COLUMBUS - FERNANDEZ PARK OCT 9 - N	14.91
					10942 WAYNE - WELCOME TO ROMULUS SIGN OC	18.86
					35257 GODDARD - AMBULANCE BUILDING OCT 1	52.88
					7690 WAYNE WATER PUMP OCT 15 - NOV 12, 2	74.98
					MARY ANN BANKS (RESTROOM) - 37350 GODDAR	16.06
					37200 GODDARD-MARY ANN BANKS PARK OCT 1	24.94
					PAVILION DOWNTOWN DDA - 36095 GODDARD OC	14.91
					PUMP STATION - 16326 HARRISON OCT 16 - N	77.90
					7930 AMBER PUMP STATION OCT 16 - NOV 15,	77.01
						6,451.09
12/08/2021	POOL	817(E)	3992	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	543.25
POOL TOTALS:						
Total of 186 Checks:						1,486,657.26
Less 1 Void Checks:						0.00
Total of 185 Disbursements:						1,486,657.26



City of Romulus

Communication

Council Meeting Held:
Item No. 12

December 13, 2021

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

December 13, 2021

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED