



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
April 25, 2022
7:30 PM**

Members of the public can view the Regular City Council Meetings live via the Romulus Public Access Channel 12 and YouTube at www.youtube.com/cityofromulus. Public comments can also be emailed to publiccomment@romulusgov.com

Pledge of Allegiance

Roll Call

1. Agenda

- A. Approval of Agenda

2. Minutes

- A. Approval of minutes from the regular meeting held on Monday, April 11, 2022, at 7:30 p.m.
- B. Approval of Minutes from the Special Meeting - Study Session held on Monday, April 11, 2022, at 6:00 p.m. for the City of Romulus 2022/23 FY Preliminary Budget presentation.

3. Petitioner

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. Intergovernmental Agreement with Wayne County - 2021 Justice Assistance Grant
- B. Request for No Fee Permit - Baseball Practices - St. John's Lodge Baseball/Softball Fields
- C. Pumpkin Festival Activities/Fees
- D. Rumble in Romulus Event - No Fee Permit/Road Closure Request
- E. Tax Increment Finance Authority Appointment
- F. Disposal of Obsolete, Worn, or Surplus Property Policy
- G. Beverly Road Phase III - Tri-Party Agreement with City of Romulus, ROWE, and MDOT
- H. OHM Proposal for the Construction Services for Homefield Street Water Main Project
- I. ITB 21/22-15 Homefield Water Main Replacement
- J. Introduction of Budget Amendment 21/22-12
- K. Request to Sign Lease Agreement with Wayne Metropolitan Community Action Agency

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

- A. Second Reading & Final Adoption of Budget Amendment 21/22-11

7. Treasurer's Report – Stacy Paige, Treasurer

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

9. Unfinished Business

10. New Business

11. Warrant

A. Approval of Warrant #:22-8 for checks presented in the amount of \$1,442,943.34

12. Communication

13. 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: **April 25, 2022**

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: **April 25, 2022**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, April 11, 2022, 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

April 11, 2022

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 McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Stephen Hitchcock - City Attorney; Julie Wojtylko - Chief of Staff;

Julie Albert - Director of Assessing & Financial Services; Kevin Krause - Director of Fire & Emergency

Services; Merrie Druyor - TIFA/DDA Director; Roberto Scappaticci - DPW Director; Steve Dudek -

Technology Services Director; Colleen Dumas - Recreation Director

1. Agenda

- A.** Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the Agenda as amended to include an action item under the Mayor's Report.

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A.** **Res. #22-083** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Minutes from the Regular Meeting held on Monday, April 4, 2022, at 7:30 p.m.

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

Nays - None

Abstain - Williams

Motion Carried

- B.** **Res. #22-084** Moved by **Kathy Abdo**, seconded by **Eva Webb** to approve the Minutes from the Special Meeting - Executive Session held on Monday, April 4, 2022, at 5:30 p.m. to discuss an attorney's opinion, and to amend & approve the Minutes from the Special Meeting - Study Session held on Monday, April 4, 2022, at 6:00 p.m. to discuss the 34th District Court, Romulus Municipal Library, and TIFA/DDA 2022/23 FY Budget Presentations as amended to include the statement from Councilwoman Abdo requesting a more detailed budget from the 34th District Court.

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

- 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. #22-085** Moved by **Eva Webb**, seconded by **William Wadsworth** to concur with the Administration and authorize the Mayor and Clerk to enter into the State of Michigan Contract (No. 22-5012) for the third and final phase of the reconstruction of Beverly Road Phase III with a 20% cost-share to the City at \$269,527.

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

Nays - None

Motion Carried Unanimously

- B. Res. #22-086** Moved by **William Wadsworth**, seconded by **Tina Talley** to concur with the Administration and authorize a no-fee permit for the Horseshoe Club to use the Elmer Johnson Horseshoe Pit on Wednesdays starting May 4, 2022, through September 30, 2022, at 5:00 p.m.

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

Nays - None

Motion Carried Unanimously

- C. Res. #22-087** Moved by **Celeste Roscoe**, seconded by **Eva Webb** to approve the following appointments: Michael Hoffman, Emery Long, and Yolanda Brown-Ali, to the Brownfield Redevelopment Authority with terms to expire on July 13, 2025.

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

Nays - None

Motion Carried Unanimously

Res. #22-088 Moved by **Eva Webb**, seconded by **Kathy Abdo** to approve the following re-appointments: Dean Trudeau and Randy Moffat with terms to expire on July 13, 2025.

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

Nays - None

Motion Carried Unanimously

- D. Res. #22-089** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the Administration and introduce budget amendment 21/22-11 to close out Beverly Road Special Assessment District debt funds.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
301 Beverly Rd. SAD				
Expense 301-000-999.202	Transfer Out Major Roads	\$-	\$219,035.00	\$219,035.00
Fund Balance 301-000-390.000	Fund Balance	\$219,035.00	\$(219,035)	\$-

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

Nays - None

Motion Carried Unanimously

- E. Res. #22-090** Moved by **Eva Webb**, seconded by **Tina Talley** to concur with the Administration and adopt the resolution in support of community grant/project funds applied for directly through the Office of Congresswoman Rashida Tlaib for one-year funding that will improve the lives of the 13th Congressional District residents.

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

Nays - None

Motion Carried Unanimously

- F. FYI - Emergency Repair Ladder Truck – No Action Required**

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

Res. #22-091 Moved by **Eva Webb**, seconded by **Virginia Williams** to adopt a memorial resolution for the family of Donna Jane Piskuric.

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

Nays - None

Motion Carried Unanimously

- A. Res. #22-092** Moved by **Celeste Roscoe**, seconded by **William Wadsworth** to concur with the recommendation of the Property Disposition Committee and deny the request from the International Church of Metro Detroit to acquire the land behind parcel #80 142 99 002 001.

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

Nays - None

Motion Carried Unanimously

Clerk Bragg reminded residents of the Cemetery Spring Clean-up, Community Shred Day, and the Citywide Yard Sale.

7. Treasurer's Report – Stacy Paige, Treasurer

Treasurer Paige reminded residents that summer taxes will be mailed out on July 1st and are not due until September 30th. She also thanked city officials for the grant application identifying opportunities available to residents.

8. Public Comment

A member of the public addressed City Council.

9. Unfinished Business

10. New Business

11. Warrant

- A. Res. #22-093** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 22-7 for checks presented in the amount of \$810,923.89.

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

Nays - None

Motion Carried Unanimously

12. Communication

Councilperson Talley announced the Good Friday Walk Event for Friday, April 15th, and reminded residents of the "Why I Love the City of Romulus Contest" sponsored by the Romulus Flowers & Gifts; Councilperson Williams thanked all the volunteers and Romulus High School for assisting the Forgotten Harvest for the past two years.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the meeting at 8:23 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 April 11, 2022.



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



City of Romulus

Minutes

Council Meeting Held: **April 25, 2022**

Item No. B.

General Description: Approval of Minutes from the Special Meeting - Study Session held on Monday, April 11, 2022, at 6:00 p.m. for the City of Romulus 2022/23 FY Preliminary Budget presentation.

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 – STUDY SESSION
April 11, 2022**

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

The meeting was called to order at 6:00 p.m. by Mayor Pro-Tem John Barden.

1. Roll Call

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

Absent / Excused:

Administrative Officials in Attendance:

Robert McCraight, Mayor

Ellen L. Craig-Bragg, Clerk

Stacy Paige, Treasurer

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Stephen Hitchcock - City Attorney; Julie Wojtylko - Chief of Staff; Julie Albert - Director of Assessing & Financial Services; Maria Farris - Finance Director; Victoria Trush - Assistant Finance Director; Maria Lambert - Director of Resident Services & Design Coordinator; Merrie Druyor - TIFA/DDA Director; Colleen Dumas - Recreation Director; Kathy Hood - Assistant DPW Director; Roberto Scappaticci - DPW Director; Derran Shelby - Deputy Police Chief; Robert Pfannes - Police Chief; Damian Hull - Police Captain; Carol Maise - City Planner; Gary Harris - Purchasing Director; Kevin Krause - Director of Fire & Emergency Services; Mike Laskaska - Director of Communications & Community Services; Stephen Dudek - Director of Technology Services; Patricia Braden - Library Director

2. Moved by William Wadsworth, seconded by Tina Talley to accept the study session agenda as presented.

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

Nays - None

Motion Carried Unanimously

3. Discussion: City of Romulus 2022/23 FY Budget Presentation

Finance Director Maria Farris & Assistant Finance Director Victoria Trush presented a PowerPoint that reviewed the General Fund revenues & expected expenditures. The Special Revenue Funds, Debt Service Funds, Capital Project Funds, Internal Service Funds, and Fiduciary Funds were briefly touched on with no inquiries from the City Council. Under the Enterprise Funds, the water/sewer rates were discussed. The City has not raised water/sewer rates since FY 19/20 and an estimated \$985K in cost of water purchase & sewer disposal charges has been incurred over two fiscal years. An increase in water and sewer rates may be necessary to prevent the compounding of subsidies. Councilperson Webb inquired about the calculation of the historical 3-year average of DUWA Authority 22/23 rates.

4. Public Comment - None

5. Moved by William Wadsworth, seconded by Celeste Roscoe to adjourn the special meeting at 6:31 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 April 11, 2022.

A handwritten signature in cursive script, reading "Ellen L. Craig-Bragg".

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



City of Romulus

Petitioner

Council Meeting Held:

April 25, 2022

Item No. 3

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

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

Council Meeting Held: April 25, 2022

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: **April 25, 2022**

Item No. A.

General Description: Intergovernmental Agreement with Wayne County - 2021 Justice Assistance Grant

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: Intergovernmental Agreement with Wayne County – 2021 Justice Assistance Grant
DATE: April 19, 2022

I concur with the recommendation of Derran Shelby, Deputy Police Chief, and Attorney Steve Hitchcock, and respectfully request City Council adopt the attached resolution authorizing the Mayor and Clerk to enter into the Inter-Governmental Agreement with Wayne County for the 2021 Justice Assistant Grant funding program award to the City of Romulus and accept monies from Wayne in the amount of \$14,494.32.

Motion by _____, supported by _____, to concur with the administration and adopt the attached resolution authorizing the Mayor and Clerk to enter into the Inter-Governmental Agreement with Wayne County for the 2021 Justice Assistant Grant funding program award to the City of Romulus and accept monies from Wayne in the amount of \$14,494.32.

Memo

To: Mayor Robert McCraight
From: Deputy Chief Derran Shelby
Date: April 19, 2022
Re: U.S. Department of Justice (DOJ), Bureau of Justice
Assistance. # JAG 15PBJA-21-GG-01577-JAGX, CDFA#
16.738

The Romulus Police Department has received an award through the Department of Justice (DOJ), and I am respectfully requesting that the City of Romulus enter into this Intergovernmental Agreement with Wayne County.

Wayne County is the applicant and fiscal agent for the award and this signed Intergovernmental Agreement will enable the City of Romulus to accept these monies. The City of Romulus allocation of 2021 JAG funds is \$14,494.32

City Attorney Steve Hitchcock has reviewed and approved the agreement.

If you concur, please seek city council approval to enter into the Intergovernmental Agreement.

JAG 2021
Intergovernmental Agreement
Between
The County of Wayne and The City of Romulus

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF ROMULUS AND THE COUNTY OF WAYNE
JAG 2021# 15PBJA-21-GG-01577-JAGX
CFDA #16.738**

THIS AGREEMENT is between the City of Romulus (the Municipality), and the County of Wayne, Michigan, a body corporate and Charter County, acting through the Office of the Wayne County Sheriff (The County).

1. PURPOSE

1.01 The U.S. Department of Justice, Bureau of Justice Services has designated 14 units of local government in Wayne County, as Disparate Jurisdictions and therefore, these communities are eligible to receive a grant under the 2021 Justice Assistance Grant (JAG) program.

1.02 The 2021 Justice Assistance Grant (JAG) solicitation notice outlined the process for application, approval and acceptance of federal funds under the JAG program. All grants must conform to Uniform Grant Regulations (2 CFR 200) Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

1.03 The parties to this agreement authorized and designated the Wayne County Department of Homeland Security as the applicant for the 2021 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program.

1.04 According to the rules and procedures of the JAG award, the Municipality has designated the Wayne County Department of Homeland Security as the applicant for the 2021 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program. As administrator to the program the Wayne County Sheriff's Office will be responsible for monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance to the sub recipient of the funds.

1.05 The Municipality through its police agency and authorized by its Mayor has accepted participation in the 2021 Justice Assistance Grant (JAG) program. The Mayor must execute this contract and Appendix (H) "Certification Regarding Debarment and Suspension" form return to the Wayne County Sheriff's Office.

2. ENGAGEMENT OF MUNICIPALITY

2.01 The County engages the Municipality and the Municipality agrees to faithfully and diligently purchase JAG eligible equipment and programs for use in local law enforcement in accordance with the terms and conditions contained in this Agreement and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Municipality must make any purchases described in Appendix A in a satisfactory manner following local procurement rules and, as determined within the discretion of the County.

3.02 The Municipality agrees to accept the 2021 JAG grant and expend the grant according to all rules, regulations, procedures and laws as established by the U.S. Department of Justice, Bureau of Justice Services. The Municipality must establish a trust fund to deposit its share of JAG funds for non-reimbursement expenditures.

3.03 Expenditures requiring prior approval by the Office of Justice Programs are referenced in Appendix B. Allowable expenditures are in accordance with Appendix C and as follows: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community correction programs; drug treatment programs; planning, evaluation, technology improvement programs and crime victim and witness programs (other than compensation).

3.04 Unallowable costs are detailed in Appendix D. Prohibited uses of grant funds are: directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety; vehicles (excluding police cruisers), vessels

(excluding police boats), or aircraft (excluding police helicopters); luxury items*; real estate*; construction projects, other than penal or correctional institutions*. Funds may be expended in areas marked with an asterisk (*) based on extraordinary or exigent circumstances, and, with pre-approval by BJA and written authorization from the County.

3.05 The Municipality shall expend its grant as described in Appendix B. The Municipality may amend the purpose area of the grant provided it has received pre-authorization from the Wayne County Sheriff's Office and approval of the Bureau of Justice Assistance.

3.06 The Municipality shall provide all fiscal and programmatic reports and documentation including performance measures and program assessment data as established by the Wayne County Sheriff's Office to meet its obligation under the JAG grant.

3.07 The Municipality's legislative body must approve a resolution adopting the terms and conditions of this Agreement prior to this agreement taking effect and shall become a part hereof.

3.08 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.09 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.10 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and the Municipality shall be and remain liable according to applicable law for all damages to the County caused by the Municipality's negligent performance or nonperformance of any of the Services furnished under this Agreement.

4. TERM OF AGREEMENT

4.01 This Agreement begins upon approval by the Wayne County Commission, execution by the County Executive and approval of Bureau of Justice Services, and ends September 30, 2024. The Municipality must expediently perform the services to achieve the objectives of this Agreement. The Bureau of Justice, at its option may extend the grant for an

additional year with a new expiration date of September 30, 2025. Sub-recipient Disclosure under 2 CFR 200 for the Municipality is provided in Appendix E as required by the grant.

5. ADMINISTRATION

5.01 The Municipality must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions, which do or may materially, prevent the meeting of the objectives of the Agreement. The Municipality must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

5.02 The Municipality must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Municipality is not required to perform in a manner materially in conflict with requirements imposed by any applicable law, including any statute, county charter, ordinance, resolution or executive order.

5.03 The Municipality shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money or enter into contracts except as otherwise provided in this Agreement.

6. COMPENSATION

6.01 The County shall pay the Municipality according to the budget in Appendix B, attached. The Municipality must secure prior County approval for any deviations from the budget. The budget includes all remuneration to which the Municipality may be entitled. Maximum compensation shall not exceed \$14,494.32.

6.02 The Municipality must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement.

7. METHOD OF PAYMENT

7.01 The County will pay the Municipality after the County receives an invoice for payment. The invoice must certify the total cost of the equipment procured to the project to date for that billing period, and must describe the purchases made. The Municipality must sign the invoice and send it to the County to the attention of the individual specified in the Notice provisions, Article 13. This section is limited by the provisions of Article 6 with regard to the amounts payable for performance.

7.02 The Municipality must submit as part of the invoice, a progress report indicating the Municipality's activities and being signed by an authorized officer of the Municipality.

8. RECORDS - ACCESS

8.01 The Municipality must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. The Municipality must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Agreement's termination and completion.

8.02 The County has the right to examine and audit all books, records, documents and other supporting data as the County deems necessary of the Municipality, or any subcontractors, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Municipality. The Municipality must include a similar covenant allowing for County audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Municipality pending the results of any such audit without penalty or interest.

8.03 The Municipality agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Municipality is properly performing the services. The inspections may be made at any time during normal business hours of the Municipality. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Municipality, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Municipality, in writing.

The Municipality agrees to promptly remedy and correct any reported deficiencies within 24 hours of notification by the County.

8.04 If, as a result of any audit conducted by or for a County or Federal agency relating to the Municipality's performance under this Agreement, a discrepancy should arise as to the amount of compensation due the Municipality, the County may retain the amount of compensation in question from any funds allocated to the Municipality but not yet disbursed under the Agreement. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Municipality in any successive or future Contracts between the parties.

9. RELATIONSHIP OF PARTIES

9.01 The Municipality agrees that the County is acting fiduciary with regard to the instant agreement and that it, the Municipality, must procure the agreed upon equipment as stated in this agreement. The Municipality further understands that it is obligated as is the County to fulfill the terms of this agreement in consideration and for the purpose of receiving the subject grant.

10. INSURANCE

10.01 Municipality shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Municipality, his agents, representatives, employees or subcontractors.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Municipality has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Municipality, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Municipality maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this agreement, the Municipality's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Municipality's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Municipality hereby grants to Entity a waiver of any right to subrogation which any insurer of said Municipality may acquire against the Entity by virtue of the payment of any loss under such

insurance. Municipality agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Municipality to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Municipality must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

The Municipality shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Municipality's obligation to provide them. The Entity reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. LIABILITY

11.01 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Municipality under this Agreement are the responsibility of the Municipality, and not the responsibility of the County, if the liability loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Municipality, any of its departments, or anyone directly or indirectly employed by the Municipality. This article is not a waiver of any governmental immunity the Municipality or its agents or employees have under Michigan law.

11.02 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement are the responsibility of the County and not the responsibility of the Municipality if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent. This section is not to be construed as a waiver of any governmental immunity the County, its agencies, or employees, is provided by statute or modified court decisions.

11.03 If liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, the liability, loss, or damage must be borne by the parties in relation to each party's responsibilities under these joint activities. This section is not to be construed as a waiver of any governmental immunity by the parties, their agents or their employees. Each party has a duty to mitigate its damages.

11.04 For purposes of these provisions, the term "County" includes, County of Wayne and all other associated, affiliated, or subsidiary departments or division now existing or to be created by their agents and employees.

12. TERMINATION

12.01 If the Municipality violates a condition or conditions of the JAG grant, the County may terminate this Agreement without incurring any further liability, other than as indicated in the Article by giving written notice to the Municipality of the termination. The notice must specify the effective date, at least 14 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Municipality for the programs and/or equipment procured prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the programs and/or equipment procured, and other means which, in the judgment of the County represents a fair value of the programs and/or equipment, less the amount of any previous payments made. The final payment constitutes full payment. The parties agree that no payments under this section will exceed the amount payable under Article 6.

12.02 After receipt of a Notice of Termination each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

13. NOTICES

13.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to the Municipality:

Chief Robert Pfannes
Romulus Police Department
11165 Olive Street
Romulus, MI 48174

If to the County:

Regina Banks-Hall
Wayne County Sheriff's Office
4747 Woodward Avenue
Detroit, MI 48201

13.02 All Notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. An authorized representative must sign any notice given by a party. Termination notices, change of address notices, and other notices of a legal nature are an exception and must be sent by registered or certified mail, postage prepaid return receipt requested.

14. LAW AND JURISDICTION

14.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Service of process at the address and in the manner specified in this Agreement will be sufficient for notice. Neither party will commence any action against the other because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals. Both parties agree not to commence any action or suit relating to the Agreement more than 3 years after date of termination and to waive any statute of limitation to the contrary.

15. NON-DISCRIMINATION PRACTICES

15.01 Each party must comply with the below and complete the Appendix G Compliance with Equal Employment Opportunity Plan (EEOP) Requirement Certification Form and return to Wayne County.

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions as required by section 120-194 of the Wayne County Code.

16 MISCELLANEOUS

16.01 The Municipality covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

16.02 Articles 10, 11, and 14 survive termination of the Agreement.

16.03 All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

16.04 Neither party is responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

16.05 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.

16.06 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect the Agreement.

16.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

16.08 Neither party may assign this Agreement, nor any part, or subcontract any of the work or services to be performed without the other party's prior written approval. If there is consent to an assignment or subcontract, the assigning party must require the assignee or subcontractor to comply with the provisions of this Agreement.

16.09 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

16.10 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties.

16.11 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

16.12 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

16.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set

forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

16.14 The Municipality and the County expressly acknowledge their mutual understanding and agreement that there are and shall be no third party beneficiaries to this Agreement and that this Agreement shall not be construed to benefit any persons other than the Municipality or the County.

17. AUTHORIZATIONS AND CAPABILITY

17.01 Each party warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind its principal to this Agreement.

18. SIGNATURE

18.01 The County and the Municipality, by their authorized officers and representatives have executed this Agreement.

CITY OF Romulus

By: Robert A. McCraight

Its: Mayor

Signature

Date

COUNTY OF WAYNE

Warren C. Evans
Its: County Executive

Signature

Date

APPROVED AS TO FORM:

By: _____
Department of Corporation Counsel

Revised 07/02/18

Appendix A

Municipality's JAG 2021 Budget

Romulus

\$14,494.32

APPENDIX B

JAG Costs Requiring Prior Approval

See attached.

Introduction

2 C.F.R. § 200.407 sets out costs that require prior, written approval. A list of the most common of these costs for DOJ grantees is also included below. Award recipients must obtain prior written approval for any of these costs. Recipients must also receive prior written approval for costs that contain special limitations (such as expenditure ceilings).

Responsibility for Prior Approval

The DOJ grant-making component reviews all costs requiring prior approval when the recipient is incurring the cost. The direct recipient (or pass-through entity) reviews all costs requiring prior approval when the subrecipient is incurring the cost.

Procedures for Requesting Prior Approval

In general, requests for costs requiring prior approval must be in writing and must include an explanation justifying the expenditure. Contact the DOJ grant-making component for specific guidance.

Listing of Costs Requiring Prior Approval

Automatic Data Processing Equipment and Software

Requests to purchase Automatic Data Processing (ADP) equipment may be made; however, the application must be written in a manner consistent with maximum, open, free, and fair competition in the procurement of hardware and services.

Brand names should not be specified (see 2. C.F.R. § 200.319(a)(6)) when ADP equipment includes the following types and requirements:

- Digital, analog, or hybrid computer equipment and automated fingerprint equipment.
- Auxiliary or accessorial equipment, such as data communications terminals, source data automation recording equipment (e.g., optical character recognition equipment and other data acquisition devices), and data output equipment (e.g., digital plotters, computer output microfilms) to be used in support of digital, analog, or hybrid computer equipment, whether cable-connected, wire-connected, radio-connected, or self-standing, and whether selected or acquired with a computer or separately.
- Data transmission or communications equipment that is selected and acquired solely or primarily for use with a configuration of ADP equipment that includes a computer.
- Qualification and exclusions:
 - Analog computers are covered only when being used as support or assistance to a digital computer.
 - Items of ADP equipment that are (a) physically incorporated in a weapon or (b) manufactured under a development contract are excluded from the above definition.
 - Accessories, such as tape cleaners, tape testers, magnetic tapes, paper tapes, disk packs, or anything similar are also excluded.

Equipment and Other Capital Expenditures

If recipients or subrecipients have received prior approval for expenditures for equipment and other capital assets, including repairs which materially increase the useful life of equipment, then these expenditures are allowable. See 2 C.F.R. § 200.439.

- Expenditures for equipment must be fully justified in the budget and budget narrative; otherwise the grant-making component may require that the type, quantity estimated, unit, or other information be provided before the final budget can be issued.
- In reviewing equipment acquisition budgets and proposals, the following principles should be followed:
 - No other equipment owned by the recipient/subrecipient is suitable for the project;
 - No luxury vehicles will be approved;
 - If the vehicle request is approved, the vehicle should be reasonable, and the recipients must follow the Internal Revenue Service guidelines;
 - If the vehicle(s) was purchased as part of a unit of government fleet by the State or local central procurement activities, it is generally accepted as reasonable;
 - Federal funds are not used to provide reimbursement for the purchase of equipment already owned by the recipient/subrecipient; and
 - Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.
- An expenditure for equipment purchased for a common pool is generally allowable as a charge to the award at cost value.
- Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.

Pre-Award Costs

Pre-award costs are costs incurred prior to the project begin date and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of the work. Costs are allowed only to the extent that they would be allowed if incurred after the start date of the Federal award and only with prior approval of the DOJ awarding agency. Prior approval is required for pre-award costs. Costs incurred prior to the start date of the award may be charged to the project only if the award recipient received written prior approval from the grant-making component. Direct recipients may approve pre-award costs for subrecipients if incurred after the start date of the Federal award.

Any and all costs in furtherance of a project which costs occur prior to an award date are at the sole risk of an applicant, and can only be reimbursed to the extent that there is prior approval.

Proposal Costs

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs, and allocated currently to all activities of the non-Federal entity. Such cost, where proposed as direct costs, require written prior approval from the grant-making component. No proposal costs of a past accounting period will be allocable to the current period. See 2 C.F.R. § 200.460.

Consultant Rates

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

- Each grant-making component periodically establishes a prior approval threshold consultant rate. The current rate for each grant-making component is \$650 per day or \$81.25 per hour.
- This limit is specified in the terms and special conditions of the award.
- When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the grant-making component. Prior approval requests require additional justification.
- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.
- Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.
- In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260.
 - ▶ If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making component, written prior approval must be obtained.
- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.
 - ▶ If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.
 - ▶ If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

Conference Costs

All conferences (defined broadly to include meetings, retreats, seminars, symposiums, events, and group training activity) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See [Chapter 3.10: Conference Approval, Planning, and Reporting](#) for more information.

APPENDIX C

JAG Allowable Expenditure Rules

See Attached.

Overtime Compensation

Unless specifically exempted under the Fair Labor Standards Act, recipient and subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week (usually 40 hours).

- Payment of more than occasional overtime is subject to periodic review by the awarding agency.
- In addition, overtime compensation is typically reviewed during site visits and audits.

Executive, administrative and professional employees who meet the criteria for an exemption from the overtime requirements of the Fair Labor Standards Act may not be reimbursed for overtime under grants and cooperative agreements. More information on overtime exemptions under the Fair Labor Standards Act is available on the Department of Labor's website at https://www.dol.gov/whd/overtime_pay.htm.

FINANCIAL MANAGEMENT TIP

In no case is dual compensation allowable. That is, an employee may not receive compensation from his/her organization AND from an award for a single period of time (e.g., 1 to 5 p.m.), even though such work may benefit both activities.

Conferences and Workshops

Allowable costs for conferences may include amounts paid for the following:

- Conference or meeting arrangements
- Publicity
- Registration
- Salaries of personnel
- Rental of staff offices
- Conference space
- Recording or translation services
- Postage
- Telephone charges
- Travel expenses (this includes transportation and subsistence for speakers or participants)
- Lodging (restrictions apply—please see below)

► OJP SPECIFIC TIP

All contracts under an award funded by OJP awards for events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, the recipient would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, the recipient would be required to pay the full \$100 per night, not just the difference of \$22 per night.

Travel

Travel expenses are allowable costs for employees who are in travel status on official business related to the award. These costs must be reasonable and in accordance with the organization's established travel policy. In absence of an established travel policy, the organization must comply with the Federal travel regulations. See 2 C.F.R. § 200.474.

- The DOJ awarding agency reserves the right to determine the reasonableness of an organization's travel policy.
- Recipients and subrecipients must follow their own established travel policies.
- If a recipient or subrecipient does not have an established travel policy, they must abide by the Federal travel policy including per diem rates.
- The current travel policy and per diem rate information is available at the Per Diem rates section of the U.S. General Services Administration (GSA) website.

Foreign travel is defined as any travel outside of the United States and its Territories and possessions.

- For an award recipient or subrecipient located outside the United States and its Territories and possessions, foreign travel means travel outside that country.
- Prior approval is required for all foreign travel (see Chapter 3.6).

Project Site

The cost of space in privately or publicly owned buildings used for the benefit of the project is allowable subject to the conditions stated below:

- The total cost of space does not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- The cost of space procured for project usage is not charged to the program for periods of non-occupancy without authorization of the grant making component.
- The rental cost for space in a privately owned building is allowable. Rental costs may not be charged to the grant if the recipient owns the building or has a financial interest in the property. However, the cost of ownership is an allowable expense.

- Cost of ownership expenses for a publicly owned building are allowable where “rental rate” systems, or equivalent systems that adequately reflect actual costs, are employed.
- Ownership expenses must be determined on the basis of actual cost (including depreciation based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- Rental costs may not be charged for building purchases or construction originally financed by the Federal Government.
- Costs for rental of any property (to include commercial or residential real estate) owned by individuals or entities affiliated with the recipient or subrecipient for purposes such as the home office workspace, are unallowable. The cost of related utilities is also unallowable.

The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and maintenance, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.

Costs incurred for rearrangement and alteration of facilities required specifically for the award program, or that materially increase the value or useful life of the facility, are allowable when specifically approved by the awarding agency. See 2 C.F.R. § 200.462.

Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by the Federal awarding agency. See 2 C.F.R. § 200.446.

The cost of space procured under rental-purchase or a lease-with-option to purchase agreement is allowable when specifically approved by the awarding agency. This type of arrangement may require application of special matching share requirements under construction programs.

Printing

The cost of electronic and print media, including distribution, promotion, and general handling, are allowable. If these costs are not identifiable with a particular project or cost activity, the costs should be allocated as indirect costs to all benefiting activities of the organization.

Pursuant to the Government Printing and Binding Regulations, no project may be awarded primarily or substantially for the purpose of having material printed for the awarding agency. The Government Printing and Binding Regulations allow:

- The issuance of a project for the support of non-Government publications, provided such projects were issued pursuant to an authorization of law, and were not made primarily or substantially for the purpose of having material printed for the awarding agency.
- The publication of findings by recipients/subrecipients within the terms of their project provided such publication is not primarily or substantially for the purpose of having such findings printed for the awarding agency.

See 2 C.F.R. § 200.461.

Publication

Guidance for publication costs is set out in 2 C.F.R. § 200.461. To be considered allowable, publication costs must be incurred for work done according to a process that the recipient has described in writing. This process should include writing, editing, and preparing the illustrated material (including videos). Alternatively, it may include only the internal printing requirements from the recipients/subrecipients in accordance with the terms of the project.

- DOJ has authorized any recipient or subrecipient employee to make or have made by any means available to him or her, without regard to the journal copyright and without royalty, a single copy of any such article for his or her own use.

Recipients are encouraged to make the results and accomplishments of their activities available to the public. Recipients publicizing project activities and results must adhere to the following parameters:

- Responsibility for the direction of the project activity should not be ascribed to the grant-making component.
 - ▶ The publication must include the following statement: "The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or grant-making component."
 - ▶ The publication must not convey DOJ's official recognition or endorsement of the recipient's project simply based on having received funding.
 - ▶ Recipients may file a separate application with the grant-making component requesting official recognition.
- In all materials publicizing or resulting from award activities, the awarding agency assistance must be acknowledged. An acknowledgement of support shall be made through use of the following or comparable footnote:
 - ▶ "This project was supported by Award No.XXXXXX awarded by the (name of specific office/bureau), Department of Justice."
- Recipients and any subrecipients are expected to publish or otherwise make widely available to the public, as requested by the awarding agency, the results of work conducted or produced under an award.
- All publication and distribution agreements with a publisher must include provisions giving the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes (see Chapter 3.7). The agreements with a publisher should contain information on the awarding agency requirements.
- Unless otherwise specified in the award, recipients/subrecipients may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material will be subject to the same provisions giving the Federal Government a license as described above.
- A publication and distribution plan should be submitted to the awarding agency before materials developed under an award are commercially published or distributed.
 - ▶ The plan must include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and—to assure reasonable competition—the identification of firms that will be approached.
 - ▶ Recipients/subrecipients must obtain prior agency approval of this plan for publishing project activities and results when it uses Federal funds to pay for the publication.

► OJP SPECIFIC TIP

Recipients/subrecipients are permitted to display the official awarding agency logo in connection with the activities supported by the award, with the prior approval of the awarding agency. In this respect, the logo must appear in a separate space, apart from any other symbol or credit.

The words "Funded/Funded in part by DOJ" shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the awarding agency.

Duplication

If recipients/subrecipients need to duplicate less than 5,000 units of only one (1) page, or less than 25,000 units in the aggregate of multiple pages, of its findings for the awarding agency, DOJ will not consider this duplication to constitute printing primarily or substantially for the awarding agency (e.g., 5,000 copies of 5 pages, etc.). Duplicated pages may not exceed a maximum image size of 10¾ by 14¾ inches.

Other Allowable Costs

- Recipients can expense costs associated with software development in the period the costs are incurred, subject to the limits outlined in the budget and budget narrative.
- Recipients may not use an accelerated method to calculate depreciation without clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portion than in the later portion of its useful life.
- Post-employment benefits are allowable costs if funded in accordance with actuarial requirements.
- In accordance with 2 C.F.R. § 200.428, costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect cost, as appropriate.

APPENDIX D

JAG Unallowable Expenditure Rules

See attached.

Introduction

Federal awards generally provide recipients and/or subrecipients with the funds necessary to cover costs associated with the award program. There are other costs, however, categorized as unallowable costs, that will not be reimbursed. Non-Federal entities must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by the awarding agency. See 2 C.F.R. § 200.31 (Disallowed Costs).

Standard unallowable costs are identified in 2 C.F.R. § 200, Subpart E - Cost Principles. (For-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200b Appendix. IX, respectively). Specific items of unallowable costs that may be of particular relevance for DOJ-funded programs are highlighted below.

Unallowable Cost Categories

Land Acquisition

No Federal funds that are awarded for renting, leasing, or construction of buildings or other physical facilities shall be used for land acquisition. See 2 C.F.R. § 200.439 (b)(1).

Compensation of Federal Employees

This category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time Federal employees.

Travel of Department of Justice (DOJ) Employees

Award funds may not be spent on transportation, lodging, subsistence, and related travel expenses of awarding agency employees.

- DOJ does consider to be allowable the travel expenses of other Federal employees, such as those persons serving on advisory committees or other program or project duties or assistance, if travel expenses have been:
 - ▶ Approved by the Federal employee's department or agency; and
 - ▶ Included as an identifiable item in the funds budgeted for the project or subsequently approved by the awarding agency.

Bonuses or Commissions

Recipients and subrecipients cannot pay any bonus or commission to any individual or organization to obtain approval of an application for award assistance.

Bonuses to officers or board members of for-profit or nonprofit organizations that are determined to be a profit, distribution of earnings, or fees are unallowable. See 2 C.F.R. § 200.430(g).

Some programs do not allow reimbursement for bonuses to employees.

ACTION ITEM

Be sure to check the award document and, if applicable, financial clearance memorandum, to determine which salaries, fringe benefits, and other personnel costs are allowable under the specific award.

Lobbying

Recipients and subrecipients must comply with the provisions in 2 C.F.R. § 200.450 (Lobbying), as appropriate. Also, see [Chapter 2.1](#) of this *Guide* for more specifics about restrictions on lobbying.

- The lobbying cost prohibition applies to all award recipients.
- Award funds cannot be used for the following purposes:
 - Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
 - Attempting to influence (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), (c) the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign, or (d) with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
 - Engaging in or supporting the development of publicity or propaganda designed to support or defeat legislation pending before legislative bodies;
 - Paying, directly or indirectly, for any personal service, advertisement, telephone, letter, printed or written matter, or other device, intended or designed to influence a member of Congress or of a State legislature to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation;
 - Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying;
 - Paying a publicity expert for purposes unallowable under the anti-lobbying rules; or
 - Attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter.

- The Anti-Lobbying Act, 18 U.S.C. § 1913, contains significant restrictions on the use of appropriated funding for lobbying.
 - ▶ These anti-lobbying restrictions are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity.
 - ▶ These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.
- All grantees must understand that no federally appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of DOJ.
- Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB guidance.
- Any question(s) relating to the lobbying restrictions should be submitted in writing to the awarding agency's ethics official (typically in the awarding agency's Office of the General Counsel) through the DOJ program manager.

▶ OVW SPECIFIC TIP

OVW has some programs with purpose areas that expressly authorize "developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking." Grantees with questions on specific authorized activities should contact their grant manager.

Fundraising

The costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions may not be charged as direct or indirect costs against awards. However, certain fundraising costs for the purposes of meeting the Federal program objectives may be allowable with prior approval of the DOJ awarding agency. See 2 C.F.R. § 200.442 for more details.

- The portion of a person's salary that covers time spent engaged in unallowable fundraising, and any indirect costs associated with those salaries, may not be charged to the award.
- An organization may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.
- Nothing in this section should be read to prohibit a recipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

Corporate Formation

The cost for corporate formation (startup costs) may not be charged as either direct or indirect costs against the award except with prior approval from the awarding agency.

► OVW SPECIFIC TIP

OVW's Grants to Tribal Domestic Violence and Sexual Assault Coalitions may allow for corporate formation costs to be charged directly to the award.

State and Local Sales Taxes

Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

- This provision becomes effective for taxes paid during the governmental unit's first fiscal year that begins on or after January 1, 1998, and applies thereafter.
- This provision does not restrict the authority of Federal agencies to identify taxes where Federal participation is inappropriate.
- Taxes from which exemptions are available to the organization directly or which are available to the organization based on an exemption afforded the Federal government when the DOJ awarding agency makes available the exemption certificates are unallowable.
- Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant Federal agency for indirect costs may accept a reasonable approximation thereof.

Other Unallowable Costs

Other categories of unallowable costs include:

- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Certain exceptions may apply when such costs have a programmatic purpose and have been approved by the awarding agency;
- Fines and penalties (except when incurred as a result of compliance with specific provisions of an award or contract, or with written approval from the awarding agency);
- Home office workspace and related utilities;
- Honoraria is unallowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for the recipient of the honorarium. A payment for services rendered, such as a speaker's fee under an award is allowable;
- Passport charges;
- Tips;
- Bar charges/alcoholic beverages, and
- Membership fees to organizations whose primary activity is lobbying.

Costs Incurred Outside the Project Period

Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable, unless written approval covering pre-agreement costs is granted by the awarding agency.

APPENDIX E

Sub-recipient Disclosure under 2 CFR 200

See attached.

1. Federal Award Identification

a.	Sub-recipient Name	City of Romulus
b.	Sub-recipient DUNS Number	196092217
c.	Federal Award Identification Number	2021-15PBJA-21-GG-01577-JAGX
d.	Federal Award Date	10/12/2021
e.	Sub-Award Period of Performance Start and End Date	10-01-2020 to 09-30-2024
f.	Amount of Federal Funds Obligated by this Action	\$1,368,218
g.	Total Amount of Federal Funds obligated to the sub-recipient	\$14,494
h.	Total Amount of the Federal Award	\$1,368,218
i.	Federal Award Project Description	Local Units Sharing in Law Enforcement Activity
j.	Name of Federal Awarding Agency	US DOJ, Office of Justice Programs, BJA
k.	Information for Awarding Official	County of Wayne, Warren C. Evans, CEO
	CDEFA Number and Name	CDEFA# 16.738 Edward Byrne Memorial JAG Grant 2021-15PBJA-21-GG-01577-JAGX
l.	Is the award Research and Development?	Not an R&D Award
m.	Approved Indirect Cost Rate per Section 200.414	N/A

APPENDIX F

Compliance with Equal Employment Opportunity Plan (EEOP) Requirement Certification Form

See Attached:

- Municipality receiving less than \$25,000 must complete Section A;
- Municipality receiving more \$25,000 and less than \$500,000 must complete Section B;
- Municipality receiving more than \$500,000 must complete Section C.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:

Address:

Is agency a; ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number:

Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization], _____

[address]. _____

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

OMB Control No. 1121-0340 Expiration Date: 12/31/2015

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
FOR**

Sub-recipient: _____

Contract: _____

Contract Term: _____

1. The Contractor (sub-recipient) certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in I. b. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal",

"Proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.
6. The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Sub-recipient has executed this Certification on the dates set forth below.

WITNESSES:

Sub-recipient

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____

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



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. B.

General Description: Request for No Fee Permit - Baseball Practices - St. John's Lodge Baseball/Softball Fields

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: Request for no fee permit –Baseball Practices – St. John’s
Baseball/Softball Fields
DATE: April 21, 2022

I concur with the request of Colleen Dumas, Recreation Director, and respectfully request that City Council authorize a no fee permit for James Young, resident little league coach, to use the St. John’s Baseball/Softball Fields on Mondays, Wednesdays and Thursdays through June 13, 2022 from 6:00 p.m. to 7:30 p.m.

Colleen Dumas has confirmed that the dates are available and that all necessary safety protocols/social distancing requirements will be followed should City Council concur with the request.

Motion by _____ supported by _____ to concur with the administration and authorize a no fee permit for James Young, resident little league coach, to use the St. John’s Baseball/Softball Fields on Mondays, Wednesdays and Thursdays through June 13, 2022 from 6:00 p.m. to 7:30 p.m.

INTEROFFICE MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Colleen Dumas, Director of Parks & Recreation,
Community Services Department
SUBJECT: No Fee Permit for Little League baseball practices at St. John's
Baseball/Softball fields
DATE: APRIL 12, 2022

James Young, a Romulus resident and coach for a little league baseball team, would like to use St. Johns baseball field on Mondays, Wednesdays and Thursdays from 6:00 to 7:30pm, beginning April, 2022 through June 13, 2022. They are in need of an outdoor practice location for their 11-12 year old youth baseball team. They are willing to maintain the field. Raking, picking up litter on a weekly basis on and around the field area. They would like to ask for a No fee permit to use the field.

Should you concur, I respectfully request you forward this document to City Council for approval on April 25, 2022.

If I can provide any further information, please do not hesitate to contact me.

C Julie Wojtylko, Chief of Staff

Mike Laskaska, Director of Communication and Community Services

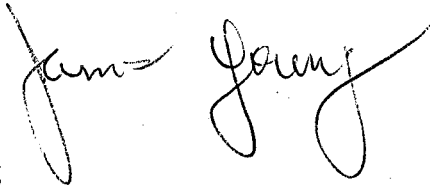
April 2022

To City Elected Officials:

I would like to request a "no fee" permit for use of the use of St. Johns baseball field from April to June three days a week from 6:00 pm to 7:30 pm. We are willing to maintain the field, pickup litter on and around the field.

Thank you,

James Young
(313) 231-0963

A handwritten signature in black ink, appearing to read "James Young". The signature is written in a cursive, flowing style with a large, prominent "J" and "Y".



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. C.

General Description: Pumpkin Festival Activities/Fees

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: 2022 Pumpkin Festival Activities/Fees
DATE: April 21, 2022

I concur with the recommendation of Merrie Druyor, DDA Director, and respectfully request that Council authorize a no-fee permit for all Pumpkin Festival and Parade of Lights activities during the Pumpkin Festival weekend of September 16– September 18, 2022 as well as the following road closures are required:

Closure of Goddard Road beginning at Grover Street ending at 5 Points beginning at 8:00 p.m. on Friday September 16, 2022 re-opening at 10:00 p.m. Friday, September 16, 2022 for the Rotary Parade of Lights.

Closure of Goddard Road beginning at Moore Street ending at the railroad tracks beginning at 9:00 a.m. on Saturday, September 17, 2022 re-opening at 7:00 p.m. Saturday, September 17, 2022 for the Pumpkin Festival Car Show.

Closure of Hunt Street between Goddard Road and Bibbins Street beginning at 12:00 p.m. on Friday, September 16, 2022 and ending on Sunday, September 18, 2022 at 8:00 p.m. This closure will be for the food vendors, and the Unity Celebration.

Closure of Goddard Road between Shook Road and Romaine Street beginning at 8:00 a.m. on Saturday, September 17, 2022 and ending at 10:00 p.m. This closure will be for the Vendor Show and Family Fun Zone.

Five motions are required:

Motion by _____ supported by _____ to concur with the administration and authorize a no-fee permit for all Pumpkin Festival and Parade of Lights activities during the Pumpkin Festival weekend of September 16– September 18, 2022.

Motion by _____ supported by _____ to concur with the administration and authorize the closure of Goddard Road beginning at Grover Street ending at 5 Points beginning at 8:00 p.m. on Friday September 16, 2022 re-opening at 10:00 p.m. Friday, September 16, 2022 for the Rotary Parade of Lights.

Motion by _____ supported by _____ to concur with the administration and authorize the closure of Goddard Road beginning at Moore Street ending at the railroad tracks beginning at 9:00 a.m. on Saturday, September 17, 2022 re-opening at 7:00 p.m. Saturday, September 17, 2022 for the Pumpkin Festival Car Show.

Motion by _____ supported by _____ to concur with the administration and authorize the closure of Hunt Street between Goddard Road and Bibbins Street beginning at 12:00 p.m. on Friday, September 16, 2022 and ending on Sunday, September 18, 2022 at 8:00 p.m. This closure will be for the food vendors, and the Unity Celebration.

Motion by _____ supported by _____ to concur with the administration and authorize the closure of Goddard Road between Shook and Romaine Streets beginning at 8:00 a.m. on Saturday, September 17, 2022 and ending at 6:00 p.m. This closure will be for the Vendor Show and the Family Fun Zone.

Memo

To: Mayor Robert A. McCraight and Honorable City Council
From: Merrie Druyor, Downtown Development Authority Director
Subject: Pumpkin Festival Activities/Fees
Date: April 20, 2022

The 24th Annual DDA Pumpkin Festival and the Rotary Parade of Lights will be held on the weekend of September 16th through the 18th, 2022 this year. I am respectfully requesting that Council authorize a no-fee permit for all Pumpkin Festival and Parade of Lights activities during this Pumpkin Festival weekend as well as the following road closures:

The closure of Goddard Road beginning at Grover Road ending at 5 Points beginning at 8:00 p.m. on Friday September 16, 2022 re-opening at 10:00 p.m. Friday, September 16, 2022 for the Rotary Parade of Lights.

The closure of Goddard Road beginning at Moore Street ending at the railroad tracks beginning at 9:00 a.m. on Saturday, September 17, 2022 re-opening at 7:00 p.m. Saturday, September 17, 2022 for the Pumpkin Festival Car Show.

The closure of Hunt Street between Goddard Road and Bibbins Street beginning at 12:00 p.m. Noon on Friday, September 16, 2022 and ending on Sunday, September 18, 2022 at 8:00 p.m. This closure will be for the food vendors, and the Unity Celebration.

The closure of Goddard Road between Shook and Romaine Streets beginning at 8:00 a.m. on Saturday, September 17, 2022 and ending at 10:00 p.m. This closure will be for the Vendor Show and the Family Fun Zone.

I will be available at the council meeting for questions.

C: City Council
DDA
Pumpkin Festival Committee



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. D.

General Description: Rumble in Romulus Event - No Fee Permit/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 of Romulus

RINTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Robert A. McCraight
SUBJECT: Rumble in Romulus Event – No Fee permit/ Road Closure Request
DATE: March 23, 2022

I concur with Merrie Druyor, Economic Development Coordinator, DDA/TIFA Director and respectfully request no fee permits for use of the Historical Park and pavilion along with closure of Hunt Street between Goddard and Bibbins Street beginning at 8:00 a.m. on Saturday, July 23, 2022 and ending at 11:00 p.m. that evening for the inaugural Rumble in Romulus “Bike Night” event. This will insure the safety of all participants at our annual event.

Motion by _____ supported by _____ to concur with the administration and authorize no fee permits for use of the Historical Park and pavilion along with closure of Hunt Street between Goddard and Bibbins Street beginning at 8:00 a.m. on Saturday, July 23, 2022 and ending at 11:00 p.m. that evening for the inaugural Rumble in Romulus “Bike Night” event. This will insure the safety of all participants at our annual event.

Memo

To: Mayor Robert A. McCraight and Honorable City Council

From: Merrie Druyor, Downtown Development Authority Director/

Subject: Rumble in Romulus Event

Date: April 20, 2022

The Inaugural Rumble in Romulus is scheduled this year to be held on the weekend of July 22nd and 23rd. Romulus business owners Steve Harmon of Big Steve's Designs and Brian Bush of Artisan Reserve are partnering to bring this fun family friendly event. This event would be held on Friday, July 22nd at 4:00 p.m. – 10 p.m. as part of the regular "Bike Night" events held on Friday's at Artisan Reserve, and continue in the Historical Park on Saturday, July 23rd from 10:00 a.m. – 11:00 p.m.

I am respectfully requesting that Council authorize a no-fee permit for all Rumble in Romulus, as well as the following road closure:

The closure of Hunt Street between Goddard Road and Bibbins Street beginning at 8:00 a.m. on Saturday, July 23, 2022 and ending at 11:00 p.m. that evening.

A meeting was held on Thursday, April 14, 2022 with Steve Harmon, Brian Bush, Romulus Fire Department, Police Department and Department of Public Works to discuss plans for the events, as well as the coordination and placement of the barricades and signage to allow for traffic to detour around the event and to ensure there is access the Post Office.

I will be available at the council meeting for questions.

C: City Council
DDA
Julie Wojtylko
Romulus PD
Romulus Fire
DPW

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City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. E.

General Description: Tax Increment Finance Authority Appointment

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: Tax Increment Finance Authority Appointment
DATE: 4/25/2022

I am hereby requesting approval to appoint Suzy Francoeur to the Tax Increment Finance Authority (TIFA) Board with terms to expire on November 30, 2023.

Motion by _____ supported by _____, to concur with the administration and approve the appointment of Suzy Francoeur to the Tax Increment Finance Authority (TIFA) Board with terms to expire on November 30, 2023.

INTER-OFFICE MEMORANDUM

DATE: April 19, 2022
TO: Mayor Robert A. McCraight
FROM: Merrie Druyor, TIFA Director
SUBJECT: **TIFA Board Appointments**



The Romulus Tax Increment Finance Authority Board currently has two vacancies. The terms of the vacancies will expire on November 30, 2023:

The Tax Increment Finance Authority Board of Directors shall consist of eleven (11) persons, appointed by the Mayor of the City of Romulus, and subject to the approval of the Incorporating Unit. Appointments shall be for a term of four (4) years. A director whose term of office has expired shall continue to hold office until a successor has been appointed in the same manner as original appointments. An appointment to fill a vacancy for an unexpired term shall be for the duration of the unexpired term only. Directors shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

The following Romulus small business owner Suzy Francoeur has requested to be appointed to the TIFA Board. This appointment will fill one of the vacancies and the member term will expire November 30, 2023

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

md



CITY OF ROMULUS | CLERK'S OFFICE | 11111 WAYNE RD. | ROMULUS, MI 48174
734-942-7540 | FAX: 734-942-2224 | E-MAIL: CLERK@ROMULUSGOV.COM

Application for Boards and Commissions

Thank you for your interest in serving on a Board or Committee.

This form provides the Mayor and City Council basic applicant information to be considered for appointment.

(PLEASE PRINT OR TYPE)

Ms.	Suzy	J	Francoeur	
Mr. / Mrs. / Ms. First Name	Middle or Nick Name	Last Name		
29750 Ecorse Rd	Romulus	MI	48174	734-728-4445
Address	City	State	Zip Code	Home #
suzy.francoeur@soh-mi.net				734-728-4445
Email Address				Cell #
Suburban Occupational Health				Vice President/Principal
Employer				Title
29750 Ecorse Rd	Romulus	M	I	4 8 1 7 4
Address	City	State	Zip Code	Work #

How long have you lived continuously in the City of Romulus? N/A

Are you a registered voter in the City of Romulus? Yes ☐ No ☒ (Verified by Clerk's Office)

Are you a graduate of Romulus' Citizen Academy? Yes ☐ No ☒

Are you related to anyone employed by, or an elected official of the City of Romulus? Yes ☐ No ☒

If yes, please provide the person's name and your relationship: _____

Have you ever been convicted of a felony? Yes ☐ No ☒

Do you have access to electronic resources (home computer, email, Internet access)? Yes ☒ No ☐

(Many boards and committees use electronic methods to distribute meeting information.)

Select UP TO three (3) boards or committees you wish to apply for in the order of your preference:
1=First Choice, 2=Second Choice, 3=Third Choice

- | | |
|--|---|
| — Arts Council & Commission | — Historical Commission |
| — Beautification Committee | — Housing Commission |
| — Board of (Zoning) Appeals | — Municipal Library Board |
| — Board of Review | — Officer Compensation Commission |
| — Brownfield Development Authority Board | — Planning Commission |
| — Cemetery Board of Trustees | — Police, Fire & Safety Commission |
| — Charter Committee | — Property Disposition Committee |
| — Downtown Development Authority (DDA) | — Recreation Commission |
| — Construction Board of Appeals | ☒ Tax Increment Finance Authority |
| — Electronic Sign Commission | Committee (TIFA) |
| — Environmental Protection Board | |

Professional Qualifications and/or Work Experience Relevant to the Board or Commission:

Small business owner in City of Romulus
Associate division head IHA Urgent Care

Community Activities and/or Other Experience:

Member of the Romulus Chamber of Commerce
Participant at City of Romulus Business to Business events
Wreaths Across America- Romulus Memorial Cemetary

Educational Background:

Eastern Michigan University 2001-2003
Degree Earned: Bachelor of Science

Wayne State University 2004-2006
Degree Earned: Master of Science in physician assistant studies

Three Personal or Business References (List name and contact information):

James Siskosky 248-231-6212
Karen Maples 904-556-3513
Brooke Blower 586-909-4368

Why are you interested in this particular board or commission?:

As a small business owner in the Romulus community, I would like to help develop and maintain an active and strong business community.

Any other additional information you'd like to share:

I've been part of the Romulus community for 6+ years and have always felt it important to be an active participant in local affairs. I would welcome the opportunity for further community involvement.

Supplemental Information: Please review the attached "Boards and Commissions Application Attachment" for the desired qualifications for each board and commission. Check the appropriate box or boxes to indicate whether you have experience or professional credentials that may be needed to fill a specific seat. Resumes are encouraged and may be attached to your **completed** application.

Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not have any of the experience or professional background listed below, we urge you to apply for consideration. Romulus needs citizens with diverse backgrounds on its boards and commissions.

Expectations: If appointed, members are expected to make every effort to be an active member of the board, committee or commission. This includes:

1. Attending meetings on a regular basis.
2. Reviewing meeting materials prior to the meeting.
3. Adhering to the city's ethics policy
4. Representing the interests of the Romulus community as a whole.
5. Learning and utilizing key tools such as plans, policies and input from public engagement.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk's office at 734-942-7540 if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.


Applicant's Signature

4/12/22
Date

Return completed forms to:
Romulus City Hall, Attn. City Clerk
11111 Wayne Rd.
Romulus, MI 48174

FOR OFFICE USE ONLY

Received by: _____

Date: _____

- ☐ Confirmed voter status
- ☐ Confirmed current *Full Disclosure Statement* on file
- ☐ Confirmed compliance with applicable federal, state and local statutes
- ☐ Confirmed receipt of Affidavit for Election Commission

Confirmed by: _____

NOTE: Your application will be kept on file for two (2) years.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. F.

General Description: Disposal of Obsolete, Worn, or Surplus Property Policy

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: Disposal of Obsolete, Worn, or Surplus Property Policy
DATE: April 19, 2022

I concur with the recommendation of Roberto Scappaticci, DPW Director, and respectfully request City Council authorize the DPW to dispose of the listed vehicles (see below) through Martin Towing, with a disposal fee of \$50.00 per vehicle with all other proceeds deposited into the appropriate City fund per table below.

AUCTION LIST May 4, 2022

EQUIPMENT	VEH #	VIN/SN	RESERVE	PLATE #	PURCHASE PRICE	DEPARTMENT
2003 GMC SIERRA DUMP	108	1GDJC34U73E220474	\$2,600.00	071X828	\$24,909.00	DPW-ROADS
2000 CHEVY DUMP	109	1GBL7H1C5YJ518454	\$3,500.00	071X836	\$74,665.00	DPW-ROADS
2002 CHEVY 3500 1 TON	401	1GBJC34U42E277867	\$4,900.00	071X758	\$27,549.00	DPW-WATER/SEWER
1992 FORD VAULT TRUCK	439	2FDLF47M3MCA71764		071X838	\$83,175.00	DPW-GROUNDS
2009 DODGE DURANGO	R44	1D8HB38P39F715429	\$1,700.00	071X770	\$27,067.66	DPW - POOL
2010 GMC SAVANNA VAN	14	1GTUGADX2A1134255	\$5,000.00	071X865	\$18,354.00	DPW-METER
DIXIE CHOPPER			\$900.00		\$7,080.00	DPW-GROUNDS
DIXIE CHOPPER			\$900.00		\$7,080.00	DPW-GROUNDS
2004 PIERCE PUMPER DASH	E2	4P1CD01H34A004377	\$2,500.00	071X797	\$515,149.10	FIRE
2004 PIERCE PUMPER DASH	E4	4P1CD01H54A004378	\$2,500.00	071X808	\$515,149.10	FIRE
2013 FORD TAURUS	502	1FAHP2M85DG184557	\$4,500.00	071X745	\$24,977.00	ORDINANCE
2003 GMC SIERRA PICKUP	517	1GDGC24U83Z268059	\$2,400.00	071X890	\$16,220.00	ANIMAL CONTROL
2009 Dodge Charger	R32	2B3LA43T79H642281	\$2,700.00	071X798	\$27,894.67	POLICE
2007 Ford Taurus	MAROON	1FAFP56U87A134052	\$750.00	071X761	\$3,500.00	POLICE
2013 Ford Taurus	R46	1FAHP2MT2DG184567	\$5,000.00	071X914	\$28,665.00	POLICE

Motion by _____, supported by _____ to concur with the administration and authorize the DPW to dispose of the listed vehicles through Martin Towing, with a disposal fee of \$50.00 per vehicle with all other proceeds deposited into the appropriate City fund per table below.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, DPW Director *RS*

CC: Kathy Hood, DPW Assistant Director

DATE: April 12, 2022

SUBJECT: Disposal of Obsolete, Worn or Surplus Property Policy

I would like to request permission from City Council, according to the “Disposal of Obsolete, Worn or Surplus Property Policy” for the disposal of the following vehicles and equipment to, Martin Towing, with a disposal fee of \$50.00 per vehicle with all other proceeds going to the appropriate City fund per table below. The auction date will be May 4, 2022 for municipal equipment and vehicle sales. Removal of these vehicles and equipment from the City fleet inventory will save the insurance premiums for the next fiscal year. The following vehicles will be submitted:

EQUIPMENT	VEH #	VIN/SN	RESERVE	PLATE #	PURCHASE PRICE	DEPARTMENT
2003 GMC SIERRA DUMP	108	1GDJC34U73E220474	\$2,600.00	071X828	\$24,909.00	DPW-ROADS
2000 CHEVY DUMP	109	1GBL7H1C5YJ518454	\$3,500.00	071X836	\$74,665.00	DPW-ROADS
2002 CHEVY 3500 1 TON	401	1GBJC34U42E277867	\$4,900.00	071X758	\$27,549.00	DPW-WATER/SEWER
1992 FORD VAULT TRUCK	439	2FDLF47M3MCA71764		071X838	\$83,175.00	DPW-GROUNDS
2009 DODGE DURANGO	R44	1D8HB38P39F715429	\$1,700.00	071X770	\$27,067.66	DPW - POOL
2010 GMC SAVANNA VAN	14	1GTUGADX2A1134255	\$5,000.00	071X865	\$18,354.00	DPW-METER
DIXIE CHOPPER			\$900.00		\$7,080.00	DPW-GROUNDS
DIXIE CHOPPER			\$900.00		\$7,080.00	DPW-GROUNDS
2004 PIERCE PUMPER DASH	E2	4P1CD01H34A004377	\$2,500.00	071X797	\$515,149.10	FIRE
2004 PIERCE PUMPER DASH	E4	4P1CD01H54A004378	\$2,500.00	071X808	\$515,149.10	FIRE
2013 FORD TAURUS	502	1FAHP2M85DG184557	\$4,500.00	071X745	\$24,977.00	ORDINANCE
2003 GMC SIERRA PICKUP	517	1GDGC24U83Z268059	\$2,400.00	071X890	\$16,220.00	ANIMAL CONTROL
2009 Dodge Charger	R32	2B3LA43T79H642281	\$2,700.00	071X798	\$27,894.67	POLICE
2007 Ford Taurus	MAROON	1FAFP56U87A134052	\$750.00	071X761	\$3,500.00	POLICE
2013 Ford Taurus	R46	1FAHP2MT2DG184567	\$5,000.00	071X914	\$28,665.00	POLICE

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Should there be any questions regarding this matter please feel free to contact me at 734-955-8752 or rscappaticci@romulusgov.com.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

RS/CL

S:\Public Works\MOTOR VEHICLE DATA\AUCTION\LETTER AUCTION 2022.docx



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held:

April 25, 2022

Item No. G.

General Description:

Beverly Road Phase III - Tri-Party Agreement with City of Romulus, ROWE, and MDOT

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: Beverly Road Phase III (Merriman Road East 1500 Feet) – Tri Party Agreement with the City of Romulus, ROWE and MDOT
DATE: 4/21/2022

I concur with the recommendation of Roberto Scappaticci, DPW Director and Stephen Hitchcock, legal counsel and respectfully request that Council authorize the Mayor and Clerk to enter into the attached construction inspection MDOT tri-party agreement with ROWE Engineering for the Beverly Road Phase III (Merriman Road East 1500 Feet) project. The attached agreement proposal outlines a construction service plan with a cost of \$198,001.03. Please note that 80% of this cost will be paid by the State of Michigan.

Victoria Trush, Assistant Finance Director has confirmed that funds are available in the 21/22 Capital Outlay/Major Roads account #202-463-980.000.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into the attached construction inspection MDOT tri-party agreement with ROWE Engineering for the Beverly Road Phase III (Merriman Road East 1500 Feet) project. The attached agreement proposal outlines a construction service plan with a cost of \$198,001.03. Please note that 80% of this cost will be paid by the State of Michigan.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, Director of Department of Public Works

CC: Kathy Hood, Assistant Director of Public Works

DATE: April 8th, 2022

SUBJECT: Beverly Road Phase III (Merriman Road East 1500 feet) – Tri Party Agreement, City of Romulus, ROWE, and MDOT

Mayor,

Attached is the Tri Party Consultant agreement for Construction Inspection on the Beverly Road Phase III Project. This agreement is between ROWE, the City of Romulus and the State of Michigan.

The attached agreement proposal outlines a construction service plan with a cost of **\$198,001.03**. **Please note that 80% of this cost will be paid by the State of Michigan.** The DPW has reviewed the service plan and agrees with the outline.

At this time, the DPW recommends execution of the attached MDOT Tri Party Contract and approval by City Council. Steve Hitchcock has reviewed the agreement and agrees with its approval as well.

Funding for this project has been secured in the following account: 202-463-980.000 BevPH3 in fiscal 21/22.

Should there be any questions regarding this matter please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\roads\beverly road_merriman_middlebelt\beverly phase iii\cace\tri party\recommendation_memo_dpw.docx

SUBCONTRACT NO. 22-5012 S1
CONTROL SECTION NO. STU 82000
JOB NO. 208975

FED. PROJECT NO. 22A0232
FED. ITEM NO. _____

THIRD PARTY AGREEMENT

City of Romulus
Beverly Road Reconstruction

(Preliminary Engineer, Construction Engineering, Testing Services)
LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, February 2, 2021, by and between ROWE Professional Services Company, 27280 Haggerty Rd Suite C-2, Farmington Hills, MI 48331, hereinafter referred to as the “CONSULTANT,” and the City of Romulus, DPW, 12600 Wayne Road, Romulus, MI 48174 hereinafter referred to as the “LOCAL AGENCY.”

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to Reconstruct Beverly Road east of Merriman Road a Surface Transportation - Urban project within its limits; and

WHEREAS, the LOCAL AGENCY has assigned Roberto Scappaticci, DPW Director to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction engineering, staking and testing services and other related work, said work to be hereinafter referred to as the “SERVICES,” required in connection with the construction of the following Beverly Road Reconstruction - Phase 3 improvements, said improvements to be hereinafter referred to as the “PROJECT:”

Reconstruct Beverly Road east of Merriman Road

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the “MDOT,” for the use of Federal Surface Transportation – Urban administered by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the “FHWA;” and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated March 16, 2022, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A.
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.

7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.
 - a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
 - b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed one hundred ninety-eight thousand, one dollars and 03 cents (\$198,001.03). The fixed fee (profit) shall be the amount of nineteen thousand, four hundred seventy eight dollars and 69 cents \$19,478.69), which amount is included in the total amount of one hundred ninety eight thousand, one dollars and 03 cents (\$198,001.03) as shown in Exhibit "A," attached hereto and made part hereof.
16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- c. Non MDOT Pre-Qualified CONSULTANT:
It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

MDOT Pre-Qualified CONSULTANT:

When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT-accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Contract LOCAL AGENCY Work:

When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

It is further agreed that:

- 18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
- 19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
- 20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor.

All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Appendix C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.
23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Appendix C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
 - a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.
27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such

extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
 - b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories, and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.

The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT, IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

ROWE Professional Services Company

By: Jeremy Lynn Jeremy Lynn
Mar 27 2022 8:23 PM
Jeremy Lynn, PE, Principal,

City of Romulus

By: _____
Roberto Scappaticci, DPW Director

List of Exhibits/Appendixes/Attachments

Exhibit A – Scope of Services

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Transportation Certification of Indirect Rate

EXHIBIT A

Scope of Services

- Coordinate and run the pre-construction meeting.
- Provide full-time construction observation services.
- Provide construction staking for the alignment, storm sewer and curb and gutter. Develop cut sheets or electronic grading files for the contractor.
- Prepare documentation and paperwork per MDOT guidelines utilizing the Field Manager / ProjectWise software. Our observer in the field will utilize a laptop to track quantities and prepare daily reports in Field Book which will then be uploaded into Field Manager.
- Prepare bi-weekly pay estimates and any contract modifications to be submitted to MDOT. All pay estimates and contract modifications must be reviewed and approved by the city.
- Coordinate between the contractor, the city and property owners within the project limits.
- Develop contractor outstanding documentation correspondence on a weekly basis.
- Approve all construction materials per the MDOT Material Source Guide.
- Perform soil erosion and sedimentation control inspection and reporting.
- Perform on-site and off-site material testing for aggregate, concrete and hot mix asphalt.
- Perform density testing of utility trench areas and for the aggregate base under pavement reconstruction areas.
- Perform payroll review to confirm the contractor is paying prevailing wages as required by the funding source.
- Facilitate and prepare meeting minutes for bi-weekly construction progress meetings.
- Complete a project walkthrough with the contractor and the city to identify the punch list items and coordinate with the contractor for their completion.
- Complete and finalize paperwork required by MDOT to close-out the project including Final Acceptance documents and the file audit process.
- Provide record drawing information to the city for storm sewer utilities.

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

EXHIBIT A - 1

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 82000 - JN 208975							CONTRACT / AUTHORIZATION NUMBER: 22-5012 S1			
PRIME CONSULTANT NAME: ROWE Professional Services Company					DBE Goal:		PROJECT DESCRIPTION: Beverly Road Reconstruction Phase 3			

Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number 208975	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
HOURS				1,728	-	-	-		1,728	
ROWE Professional Services Company	P	MDOT	ACFF	1,520	-	-	-		1,520	
PSI	T1	ROWE	ACFF	208	-	-	-		208	
LABOR				\$ 65,946.36	\$ -	\$ -	\$ -		\$ 65,946.36	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 59,393.40	\$ -	\$ -	\$ -		\$ 59,393.40	
PSI	T1	ROWE	ACFF	\$ 6,552.96	\$ -	\$ -	\$ -		\$ 6,552.96	
OVERHEAD				\$ 111,132.68	\$ -	\$ -	\$ -		\$ 111,132.68	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 101,473.62	\$ -	\$ -	\$ -		\$ 101,473.62	
PSI	T1	ROWE	ACFF	\$ 9,659.06	\$ -	\$ -	\$ -		\$ 9,659.06	
F.C.C.M.				\$ 156.30	\$ -	\$ -	\$ -		\$ 156.30	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 142.54	\$ -	\$ -	\$ -		\$ 142.54	
PSI	T1	ROWE	ACFF	\$ 13.76	\$ -	\$ -	\$ -		\$ 13.76	
OTHER DIRECT EXPENSES				\$ 1,287.00	\$ -	\$ -	\$ -		\$ 1,287.00	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 585.00	\$ -	\$ -	\$ -		\$ 585.00	
PSI	T1	ROWE	ACFF	\$ 702.00	\$ -	\$ -	\$ -		\$ 702.00	
FIXED FEE				\$ 19,478.69	\$ -	\$ -	\$ -		\$ 19,478.69	
ROWE Professional Services Company	P	MDOT	ACFF	\$ 17,695.37	\$ -	\$ -	\$ -		\$ 17,695.37	
PSI	T1	ROWE	ACFF	\$ 1,783.32	\$ -	\$ -	\$ -		\$ 1,783.32	
TOTAL COSTS SUMMARY										
Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number 208975	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
ROWE Professional Services Company	P	MDOT	ACFF	\$ 179,289.93	\$ -	\$ -	\$ -	N	\$ 179,289.93	90.5%
PSI	T1	ROWE	ACFF	\$ 18,711.10	\$ -	\$ -	\$ -	N	\$ 18,711.10	9.5%
Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub										
TOTAL COSTS				\$ 198,001.03	\$ -	\$ -	\$ -		\$ 198,001.03	100.0%

DERIVATION OF PRIME CONSULTANT COSTS

Exhibit B

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 82000 - JN 208975	CONTRACT / AUTHORIZATION #: 22-5012 S1	FIRM ROLE: Prime Firm
PRIME CONSULTANT NAME: ROWE Professional Services Company	PROJECT DESCRIPTION: Beverly Road Reconstruction Phase 3	

PRIME LABOR:

CLASSIFICATION	CODE	HOURS	x	RATE/HR	=	LABOR COST
Project Manager	PM	140	x	\$ 39.00	=	\$ 5,460.00
QA/QC Manager	QA/QC	20	x	\$ 95.67	=	\$ 1,913.40
Office Technician	OT	160	x	\$ 34.00	=	\$ 5,440.00
Senior Field Technician	SFT	640	x	\$ 35.00	=	\$ 22,400.00
Senior Field Technician - OTP	SFT	320	x	\$ 52.50	=	\$ 16,800.00
Material Testing Technician	MT	80	x	\$ 26.00	=	\$ 2,080.00
Project Surveyor	PS	40	x	\$ 40.25	=	\$ 1,610.00
Crew Chief	CC	40	x	\$ 40.25	=	\$ 1,610.00
Assistant Project Surveyor	APS	40	x	\$ 30.00	=	\$ 1,200.00
Survey Office Technician II	SOT2	40	x	\$ 22.00	=	\$ 880.00
Total Hours:		1520			Total Labor	\$ 59,393.40

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: **170.85%** Total Overhead **\$ 101,473.62**

PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: **0.24%** Total F.C.C.M. **\$ 142.54**

PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Mileage	1,000.00	@	\$ 0.585	Mile	=	\$ 585.00
Total Other Direct Expenses						\$ 585.00

Note: Other direct costs included herein are not also included in the company's overhead rate.

PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: **11%** Total Fixed Fee **\$ 17,695.37**TOTAL PRIME FIRM COSTS **\$ 179,289.93**

Firm Role: Prime Firm

Note: Payment Method = ACFF

DERIVATION OF SUBCONSULTANT COSTS

Exhibit C

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 82000 - JN 208975	CONTRACT / AUTHORIZATION #: 22-5012 S1	FIRM ROLE: Tier 1 Sub
SUBCONSULTANT NAME: PSI	PROJECT DESCRIPTION: Beverly Road Reconstruction Phase 3	

SUB LABOR:

CLASSIFICATION	CODE	HOURS	X	RATE/HR	=	LABOR COST
Laboratory Technician	6020	32	X	\$ 30.00	=	\$ 960.00
Engineering Technician	6020	32	X	\$ 24.00	=	\$ 768.00
Laboratory Technician 2	6020	40	X	\$ 22.56	=	\$ 902.40
Laboratory Technician 3	6020	56	X	\$ 23.00	=	\$ 1,288.00
Project Engineer	6020	24	X	\$ 43.27	=	\$ 1,038.48
Sr. Project Manager	6020	16	X	\$ 64.90	=	\$ 1,038.40
Project Administrator, QA	6020	8	X	\$ 69.71	=	\$ 557.68
Total Hours:		208		Total Labor		\$ 6,552.96

SUB OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: **147.40%** Total Overhead **\$ 9,659.06**

SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: **0.21%** Total F.C.C.M. **\$ 13.76**

SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Mileage	1,200.00	@	\$ 0.585	Mile	=	\$ 702.00
Total Other Direct Expenses						\$ 702.00

Note: Other direct costs included herein are not also included in the company's overhead rate.

SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: **11%** Total Fixed Fee **\$ 1,783.32**TOTAL SUBCONSULTANT COSTS **\$ 18,711.10**

Firm Role: Tier 1 Sub to ROWE

Note: Payment Method = ACFF

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE

June 27, 1996

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

THE DISPUTE RESOLUTION PROCESS

November 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The **LOCAL AGENCY** will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those

set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify, a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D

CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted.

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.
2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.
6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The CONTRACTOR shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each SUBCONTRACTOR, as well as the CONTRACTOR itself, and said CONTRACTOR shall permit access to the CONTRACTOR'S books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under THIS CONTRACT and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a CONTRACTOR has not complied with the contractual obligations under THIS CONTRACT, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Contract found to have been violated and/or declare the CONTRACTOR ineligible for future contracts with the state and its political and civil subdivisions, DEPARTMENTS, and officers, including the governing boards of institutions of higher education, until the CONTRACTOR complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the CONTRACTOR is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The CONTRACTOR shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each SUBCONTRACTOR or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the “CONTRACTOR”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR’S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR’S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.
 - b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

6. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation from a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interests of the state. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make

(Excerpts from US DOT Regulation 49 CFR § 26.13)

1. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

The CONTRACTOR, subrecipient or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of THIS CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of THIS CONTRACT, which may result in the termination of THIS CONTRACT or such other remedy as the recipient deems appropriate.

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications, and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHEMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER
TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
- Lower
Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) of Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 82000 - JN 208975

CONTRACT / AUTHORIZATION NUMBER:

22-5012 S1

PROJECT DESCRIPTION:

Beverly Road Reconstruction Phase 3

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

170.85%

DATE MDOT ACCEPTED OVERHEAD COST RATE:

7/20/2021

FISCAL YEAR COVERED FOR RATE CALCULATION:

8/1/2021

to

7/31/2022

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

ROWE Professional Services Company

FEDERAL ID NUMBER: (Must match prequalification file)

38-1867099

ROLE: (Prime/Tier 1/Tier 2)

Prime Firm

COMPANY ADDRESS:

27280 Haggerty Road, Suite C-2

CITY:

Farmington Hills

STATE:

MI

ZIP CODE:

48331

EMAIL (AUTHORIZED CONTRACT SIGNER):

jlynn@rowepsc.com

PHONE NO.:

248-675-1096

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

bsarkella@rowepsc.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

**Jeremy Lynn, PE
Principal**

DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:

Jeremy Lynn

**Jeremy Lynn
Mar 27 2022 8:23 PM**

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) of Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):	CONTRACT / AUTHORIZATION NUMBER:
CS 82000 - JN 208975	22-5012 S1

PROJECT DESCRIPTION:
Beverly Road Reconstruction Phase 3

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:	147.40%
---------------------	----------------

DATE MDOT ACCEPTED OVERHEAD COST RATE:	7/30/2021
--	------------------

FISCAL YEAR COVERED FOR RATE CALCULATION:	8/1/2021	to	7/31/2022
---	-----------------	----	------------------

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement? **N**

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:	FEDERAL ID NUMBER: (Must match prequalification file)	ROLE: (Prime/Tier 1/Tier 2)
PSI	37-0962090	Tier 1 Sub
COMPANY ADDRESS:	CITY:	STATE:
37483 Interchange Dr	Farmington Hills	MI
EMAIL (AUTHORIZED CONTRACT SIGNER):	PHONE NO.:	ZIP CODE:
mahmoud.el-gamal@intertek.com	248-957-9911	48335
EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):		
abdulkareem.kuaryouti@intertek.com		

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)	DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:
Mahmoud E. El-Gamal Regional Vice President	Mahmoud El-Gamal Mahmoud El-Gamal Mar 23 2022 8:28 PM

From: [Hitchcock, Stephen](#)
To: [Scappaticci, Roberto](#)
Subject: RE: [EXTERNAL]: RE: 208975 - Beverly Rd Phase 3 Tri-Party Draft
Date: Monday, March 28, 2022 2:15:54 PM
Attachments: [image002.jpg](#)
[image004.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Roberto,

I am fine with the agreement. I recommend it for Council approval.

From: Scappaticci, Roberto
Sent: Monday, March 21, 2022 3:32 PM
To: Steve Hitchcock
Subject: FW: [EXTERNAL]: RE: 208975 - Beverly Rd Phase 3 Tri-Party Draft
Steve, I agree with the costs they are proposing. Please review the attached. These are typical contracts however they can be modified so if you see something out of the ordinary please let me know.

Thanks!

Roberto J. Scappaticci, B.S., S-1
City of Romulus
Director of Department of Public Works
12600 Wayne Road
Romulus, MI 48174
(734) 955-8752 – Office
rscappaticci@romulusgov.com



From: Brian Sarkella [<mailto:BSarkella@rowepsc.com>]
Sent: Monday, March 21, 2022 2:58 PM
To: Scappaticci, Roberto <rscappaticci@romulusgov.com>; Hood, Kathy <khoo@romulusgov.com>
Cc: Jeremy Lynn <JLynn@rowepsc.com>
Subject: RE: [EXTERNAL]: RE: 208975 - Beverly Rd Phase 3 Tri-Party Draft

Roberto,

Please find the revised draft tri-party attached.

Brian M. Sarkella, PE | Associate | Project Manager

ROWE Professional
Services Company
27280 Haggerty Road, Suite C-2 | Farmington Hills, MI 48331
O: (248) 675-1096 | F: (800) 974-1704 | C: (248) 895-2246
www.rowepsc.com | Follow us on [Facebook](#) | [LinkedIn](#)

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agent responsible for delivering this message, the reader is hereby notified that any use, dissemination, distribution, or copying of the information is strictly prohibited. If you have received this communication in error, please notify me immediately by phone or return electronic mail. Thank you.

From: Brian Sarkella

Sent: Monday, March 21, 2022 2:04 PM

To: Scappaticci, Roberto <rscappaticci@romulusgov.com>; Hood, Kathy <khoo@romulusgov.com>

Cc: Jeremy Lynn <JLynn@rowepsc.com>

Subject: RE: [EXTERNAL]: RE: 208975 - Beverly Rd Phase 3 Tri-Party Draft

Yes, I did not get that appropriately updated. My apologies.

I have a meeting until 4 PM today and will get this corrected and back over to you afterward.

Brian M. Sarkella, PE | Associate | Project Manager

ROWE Professional
Services Company

27280 Haggerty Road, Suite C-2 | Farmington Hills, MI 48331

O: (248) 675-1096 | F: (800) 974-1704 | C: (248) 895-2246

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From: Scappaticci, Roberto <rscappaticci@romulusgov.com>

Sent: Monday, March 21, 2022 1:36 PM

To: Brian Sarkella <BSarkella@rowepsc.com>; Hood, Kathy <khoo@romulusgov.com>

Cc: Jeremy Lynn <JLynn@rowepsc.com>

Subject: [EXTERNAL]: RE: 208975 - Beverly Rd Phase 3 Tri-Party Draft

CAUTION: This email originated externally. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brian,

Section 15 has an error in the amount. It references another number that doesn't match up is that correct? \$182k?

From: Brian Sarkella [<mailto:BSarkella@rowepsc.com>]

Sent: Monday, March 21, 2022 1:32 PM

To: Scappaticci, Roberto <rscappaticci@romulusgov.com>; Hood, Kathy <khoo@romulusgov.com>

Cc: Jeremy Lynn <JLynn@rowepsc.com>

Subject: 208975 - Beverly Rd Phase 3 Tri-Party Draft

Roberto & Kathy,

Attached is the draft Tri-Party for Beverly Rd Phase 3. Please review and let us know if there are any questions. Jeremy Lynn,

We will gladly get this over to Amy Zokvic for review and approval when the City is ready. Thank you.

Cordially,

Brian Sarkella

Brian M. Sarkella, PE | Associate | Project Manager

**ROWE Professional
Services Company**

27280 Haggerty Road, Suite C-2 | Farmington Hills, MI 48331

O: (248) 675-1096 | F: (800) 974-1704 | C: (248) 895-2246

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FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Capital Outlay/Major Roads

ACCOUNT NUMBER/S: 202-463-980.000 Bev Ph. III

PURPOSE FOR REQUEST:

Secure funds for Beverly Road Phase III Tri Party Contract

AMOUNT OF EXPENDITURE: \$198,001.03

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE: \$205,473

FINANCE DEPARTMENT APPROVAL: *Victoria Trush*

DATE: 4/11/2022



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. H.

General Description: OHM Proposal for the Construction Services for Homefield Street Water Main Project

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: OHM proposal for the Construction Services for Homefield Street Water Main Project
DATE: 4/21/2022

I concur with the recommendation of Roberto Scappaticci, Director of Public Works and Stephen Hitchcock, legal counsel and respectfully request that Council authorize the Mayor and Clerk to enter into a professional engineering services agreement with OHM to conduct construction services related to the Homefield Water Main Project in the amount of \$55,500.00.

Victoria Trush, Asst. Finance Director, has confirmed funds are available in the Ecorse and Vining Road Construction Project account # 592-591-989.000.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to enter into a professional engineering services agreement with OHM to conduct construction services related to the Homefield Water Main Project in the amount of \$55,500.00.

Interoffice Memorandum

TO: Mayor Robert McCraight

FROM: Roberto J. Scappaticci, Director of Department of Public Works

CC: Kathy Hood, Assistant Director of Department of Public Works

DATE: April 19th, 2022

SUBJECT: Homefield Street Water Main Project – ITB 21/22-15 – Request for approval of Construction Services

Dear Mayor,

Attached is the proposal for OHM to conduct construction services related to the Homefield Water Main Project. The scope of services include creating pay estimates, daily inspection, and providing inspections reports quantifying the activities of the contractor. The proposal is in the amount of **\$55,500.00** and is lower than the anticipated budgeting for this service.

At the time, the DPW has thoroughly reviewed the proposal and recommends approval. Please present this at the next City Council meeting for approval. Funds are secured in the following account number: 592-591-989.000.

Should there be any questions, please do not hesitate to contact my office.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\water\homefield water main replacement\cace\cace award\memo to council.docx



April 18, 2022

Roberto Scappaticci
DPW Director
City of Romulus
12600 Wayne Road
Romulus, Michigan 48174

RE: Homefield Water Main
OHM Job No. 0155-21-0040
Romulus ITB 21/22-15

Dear Mr. Scappaticci:

OHM Advisors (OHM) is pleased to submit this proposal for construction engineering services for a project to upsize the existing dead-end water main on Homefield Street.

PROJECT UNDERSTANDING

This project consists of replacing 1,100 feet of existing 6-inch water main with new 8-inch PVC water main by means of pipe bursting on the east side of Homefield Street north of Ecorse Road.

The project is anticipated to be constructed from May 2022 to August 2022.

SCOPE OF SERVICE

CONSTRUCTION SERVICES

(Construction layout, observation, construction engineering, contract administration, materials testing)

Construction Layout

OHM will provide construction survey layout services for the project. Staking will be provided for water main appurtenances and right-of-way. This will include the initial placement of the stakes and if removed by residents and/or contractor one (1) additional staking.

Construction Observation

OHM will provide full time on-site construction observation services for all major items of work, including water main and appurtenance installation, pavement removal and repair, and surface restoration. Coordinating materials testing services with G2 Consulting Group will also be included under construction observation.

OHM services will also include coordination with the contractor to provide notices of water shutdowns to the residents. These notices will also include general information about water services and procedures if lead service material is detected.

Construction Engineering

OHM will provide construction engineering services for this project. Construction engineering services will include, but are not necessarily limited to, reviewing shop drawings and materials certifications provided by the contractor, attending a pre-bid, preconstruction, and one public meeting prior to construction, answering requests



for information (RFIs) from the contractor, resolving construction conflicts (i.e., mismarked utilities, interpretation of the contract documents, etc.). Record drawings will also be provided.

Contract Administration

OHM will provide necessary contract administration services for the project. Contract administration services will include preparation of any necessary change orders and correspondence needed for clarification, preparation and processing of partial and final payment estimates as well as final walk through and project close out.

Materials Testing

Materials testing for the city will be provided by G2 Consulting Group, as a sub-consultant to OHM. Materials testing will include utility trenches and road base density verification and concrete and asphalt materials testing if necessary.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services on an Hourly - not to exceed basis.

Total Construction Engineering Services including Materials Testing \$55,500.00

ADDITIONAL SERVICES

OHM will be pleased to provide any of the following additional services for this project on a time and material basis. A separate proposal would be provided for such services not specifically described in the scope of work.

- Observation and coordination of water service replacement on private property is not included.

DELIVERABLES

Record Drawings in the appropriate format will be delivered upon project completion. The record plan submittal will include electronic files for incorporating data into the City's GIS system. A final pay estimate and final acceptance letter will be issued upon project completion.

BASIS OF PAYMENT

OHM will invoice the City once a month for the hourly – not to exceed amount in accordance with the continuing services agreement between OHM and the City of Romulus.

We thank you for this opportunity to provide construction services. Should there be any questions, please contact me at 734-466-4492?

Sincerely,
OHM Advisors

Richard R. Hobgood, PE

Cc: Kent Early, OHM
Gary Smolinski, OHM
File



Homefield Water Main– Construction Services

City of Romulus

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Capital Outlay/Major Roads

ACCOUNT NUMBER/S: 592-591-989.000

PURPOSE FOR REQUEST:

Secure funds for inspection services on Homefield Watermain

AMOUNT OF EXPENDITURE: \$55,500.00

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE:

FINANCE DEPARTMENT APPROVAL:

Maria Farris

DATE:

4/21/2022



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. I.

General Description: ITB 21/22-15 Homefield Water Main Replacement

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 21/22-15 Homefield Water Main Replacement
DATE: April 19, 2022

I concur with the recommendation of Roberto Scappaticci, DPW Director, and Gary Harris, Purchasing Director and respectfully request Council award ITB 21/22-15 to the lowest, most responsive, responsible bidder, Bidigare Contractors, Inc. for replacement of the existing water main on Homefield Street for the City of Romulus, Department of Public Works in the amount of \$386,027.00 with a 10% contingency, in the amount of \$38,602.70 to cover the cost of any unforeseen construction related changes.

Victoria Trush, Asst. Finance Director, has verified funds for this acquisition have been budgeted and are available in the Water/Sewer Fund, Project Cost & Engineering Fees Expense accounts 592-591-989.000 and 592-591-823.000.

Motion by _____, supported by _____, to concur with the administration and award ITB 21/22-15 to the lowest, most responsive, responsible bidder, Bidigare Contractors, Inc. for replacement of the existing water main on Homefield Street for the City of Romulus, Department of Public Works in the amount of \$386,027.00 with a 10% contingency, in the amount of \$38,602.70 to cover the cost of any unforeseen construction related changes.



MEMORANDUM

DATE: April 14, 2022
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 21/22-15 HOMEFIELD WATER MAIN REPLACEMENT

Bids were solicited to contract for the replacement of the existing water main on Homefield Street for the City of Romulus, DPW.

In addition to being advertised in the 3/17/2022 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 536 companies of the bid and of them, 62 companies downloaded the bid specifications.

On 3/29/2022 2 bids were received and publicly opened.

I concur with the recommendation of Department of Public Works Director, Roberto Scappaticci to award the contract to the lowest, most responsive and responsible bidder, Bidigare Contractors, Inc. in the amount of \$386,027.00. Additionally, Mr. Scappaticci is requesting Council's permission to include a 10% contingency in the amount of \$38,602.70 to cover the cost of any unforeseen construction related changes.

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the Water/Sewer Fund, Project Cost & Engineering Fees Expense Accounts, (592-591-989.000 & 592-591-823.000).

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris,
Purchasing Director

MINUTES OF ITB 21/22-15 Homefield Water Main Replacement

The public opening of the afore mentioned solicitation was held at 3:00 PM, in the Council Chambers at Romulus City Hall on Tuesday, 3/29/2022.

The following were present for the opening:

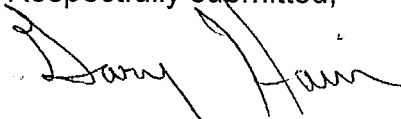
Gary Harris – Purchasing Director
Gary Smolinski –OHM
Susan Mazza- Pamar Enterprises
Paul D'orazio – Bidigare Contractors

2 sealed bids were received and publicly opened.

Pamar Enterprises
Bidigare Contractors

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 21/22-15 held on 3/29/2022.



Gary Harris,
Purchasing Director



ARCHITECTS. ENGINEERS. PLANNERS.

March 30, 2022

Mr. Roberto Scappaticci
DPW Director
City of Romulus
12600 Wayne Road
Romulus, Michigan 48174

Regarding:

OHM Job No. 0155-21-0040
City of Romulus – ITB 21/22-15
Homefield Water Main
Bid Results

Dear Mr. Scappaticci:

A total of two bids for the above-referenced project were received on March 29, 2022. This project includes water main replacement by pipe burst installation. The results of the two bidders are listed below. A detailed bid tabulation is attached that includes the total bid price of all bidders as well as an itemized breakdown of the bids.

Contractor	Total Bid Amount
Bidigare Contractors	\$386,027.00
Pamar Enterprises, Inc.	\$546,027.00

This project required bidders to submit a statement of qualifications, including project references. The list of ongoing projects and references provided by Bidigare Contractors, the low bid, includes previous projects with the City of Romulus and OHM Advisors. Bidigare Contractors has performed acceptable work in the City of Novi, City of Rochester Hills, and City of Taylor; they have demonstrated their ability to complete projects similar to the proposed scope of work for Homefield Street.

Upon approval of the contract by City Council, OHM will deliver the contracts to the contractor for signature and preparation of the appropriate bonds and insurances. Once the contractor has returned the signed books with the appropriate bonds and insurances, the contract can be executed, and work can begin.

If you have any questions or require additional information, please feel free to contact this office.

Sincerely,
OHM Advisors

A handwritten signature in black ink that reads "Jessica Katers". The signature is written in a cursive, flowing style.

Jessica Katers, P.E.

cc: Gary Harris, Purchasing Director
Kathy Hood, Assistant DPW Director
File

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Gary Harris, Purchasing Director

FROM: Roberto J. Scappaticci, Director of Department of Public Works

CC: Mayor Robert McCraight
Kathy Hood, Assistant Director of Department of Public Works

DATE: April 11th, 2022

SUBJECT: Homefield Street Water Main Project – ITB 21/22-15 –
Recommendation of Award

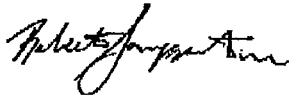
Dear Gary,

We have reviewed the documents provided by OHM in their investigation of the contractors that bid on the above referenced project. The two bidders had a large spread to each other, however one came in at the Engineer's Estimate, and that was Bidigare Contractors (low bid). The bid amount was **\$386,027.00**.

At the time, the DPW has thoroughly reviewed Bidigare Contractors qualifications and have used them several times in the past for prior projects with great success. Therefore we agree to award the above referenced bid to **Bidigare Contractors** in the amount of **\$386,027.00**. In addition, the DPW would like to award this contract with a **10%** contingency for unforeseen lead service line construction issues that may arise.

Should there be any questions, please do not hesitate to contact my office.

Sincerely,



Roberto J. Scappaticci, Director of Public Works

y:\admin documents\water\homefield water main replacement\cace\award\memo to council.docx

Item No.	Description	Estimated Quantity	Unit	Price	Amount	Unit	Price	Amount
1)	Audio Video Route Survey	1	LSUM	\$2,000.00	\$2,000.00		\$1,000.00	\$1,000.00
2)	Permits and Inspection Fee Allowance	500	Dir	\$1.00	\$500.00		\$1.00	\$500.00
3)	Water Use Allowance	1000	Dir	\$1.00	\$1,000.00		\$1.00	\$1,000.00
4)	Mobilization, Max 5%	1	LSUM	\$15,000.00	\$15,000.00		\$25,000.00	\$25,000.00
5)	Exploratory Excavation	5	Ea	\$315.00	\$1,575.00		\$750.00	\$3,750.00
6)	Pavt, Rem	200	Syd	\$10.00	\$2,000.00		\$10.00	\$2,000.00
7)	Soil Erosion Measures	1	LSUM	\$1,940.00	\$1,940.00		\$500.00	\$500.00
8)	Maintenance Aggregate, 21AA	25	Ton	\$15.00	\$375.00		\$25.00	\$625.00
9)	Aggregate Base, 21AA (Limestone)	25	Ton	\$15.00	\$375.00		\$45.00	\$1,125.00
10)	Sewer, CIA, 12 inch, Tr Det A	80	Ft	\$71.00	\$5,680.00		\$75.00	\$6,000.00
11)	Culv End Sect, 12 inch	4	Ea	\$363.00	\$1,452.00		\$100.00	\$400.00
12)	HMA, 5E1	25	Ton	\$50.00	\$1,250.00		\$450.00	\$11,250.00
13)	Hand Patching	25	Ton	\$50.00	\$1,250.00		\$450.00	\$11,250.00
14)	Conc Pavt, Nonreinf, 6 inch	50	Syd	\$40.00	\$2,000.00		\$150.00	\$7,500.00
15)	Post, Mailbox	5	Ea	\$1.00	\$5.00		\$150.00	\$750.00
16)	Sign, Type B, Temp, Furn and Oper	300	Sft	\$1.00	\$300.00		\$4.00	\$1,200.00
17)	Sign, Type B, Special, Temp, Furn and Oper	50	Sft	\$1.00	\$50.00		\$8.00	\$400.00
18)	Channelizing Device, 42 inch	25	Ea	\$1.00	\$25.00		\$20.00	\$500.00
19)	Barricade, Type III	6	Ea	\$1.00	\$6.00		\$65.00	\$390.00
20)	Restoration, Topsoil, Seed and Mulch	12	Sta	\$1,470.00	\$17,640.00		\$450.00	\$5,400.00
21)	Hydrant, Rem	2	Ea	\$585.00	\$1,170.00		\$650.00	\$1,300.00
22)	8 inch Water Main, PVC DR-14, Pipe Burst	1079	Ft	\$136.00	\$146,744.00		\$298.00	\$321,542.00
23)	Water Main Wrap	200	Ft	\$3.50	\$700.00		\$2.00	\$400.00
24)	Connect to Existing WM	1	Ea	\$5,000.00	\$5,000.00		\$6,500.00	\$6,500.00
25)	Fire Hydrant Assembly	3	Ea	\$10,050.00	\$30,150.00		\$9,800.00	\$29,400.00
26)	Gate Valve and Well, 8 inch	2	Ea	\$11,830.00	\$23,660.00		\$9,750.00	\$19,500.00
27)	Water Service, 1 inch, Long	13	Ea	\$4,100.00	\$53,300.00		\$2,650.00	\$34,450.00
28)	Water Service, 1 inch, Short	8	Ea	\$2,060.00	\$16,480.00		\$1,450.00	\$11,600.00
29)	Curb Stop and Box, 1 inch	20	Ea	\$935.00	\$18,700.00		\$450.00	\$9,000.00
30)	Water Service, Private Replacement	5	Ea	\$7,140.00	\$35,700.00		\$6,500.00	\$32,500.00
TOTAL BID AMOUNT					\$386,027.00	\$546,732.00		

CONSTRUCTION/ENGINEERING PROJECTS AUTHORIZATION & REQUEST FOR COMPETITIVE BIDS FORM

ENGINEERING INFORMATION SECTION

DEPARTMENT: DPW

DATE: 2/15/2022

I HEREBY REQUEST APPROVAL TO PROCEED WITH THE ENGINEERING/DESIGN FOR THE FOLLOWING CONSTRUCTION OR ENGINEERING PROJECT:

Homefield water main replacement

PURPOSE OF PROJECT:

EXPENSE ESTIMATES	PROJECT #	ESTIMATE COST FOR PROJECT
ESTIMATED DESIGN FEES		\$36500
ESTIMATED INSPECTION FEES		\$80000
ESTIMATED CONSTRUCTION ENGINEERING FEES		\$
ESTIMATED LAYOUT FEES		\$
ESTIMATED CONTRACT AD FEES		\$
ESTIMATED CONSTRUCTION TESTING FEES		\$
		\$
ESTIMATED CONSTRUCTION COSTS		\$430000
ESTIMATED PROJECT TOTAL		\$546500

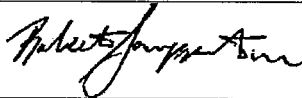
ESTIMATED PROJECT START DATE: 7/1/2022

ESTIMATED COMPLETION DATE: 10/01/2022

BUDGET YEAR AND LINE ITEM/S AND AMOUNT BUDGETED?

21/22 592-591-989.000 \$510,000
& 592-591-823.000- \$65,000

SIGNATURE OF DEPARTMENT HEAD:



Date: 2/15/2022

FINANCE DEPARTMENT APPROVAL

FUNDS CURRENTLY AVAILABLE FOR THIS PROJECT - LIST AMOUNTS BY FUND AND ACCOUNT:

\$510,000.00 as of 2/16/2022

SIGNATURE OF FINANCE DIRECTOR:



Date:

Feb 16, 2022

ADMINISTRATION APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE THE SOLICITATION OF COMPETITIVE BIDS:

SIGNATURE OF MAYOR:



Date:

2/16/2022

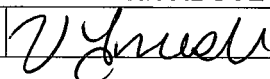
CITY OF ROMULUS BID NUMBER ASSIGNED | BID #:

FINANCE DEPARTMENT VERIFICATION OF FUNDS FOR AWARD

THE RECOMMENDED BID AWARD IS \$ 386,027.00 + 10% contingency (38,602.70) = \$424,629.70

I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S

SIGNATURE OF FINANCE DIRECTOR:



Date:

4/11/2022



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. **J.**

General Description: Introduction of Budget Amendment 21/22-12

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: Introduction of Budget Amendment 21/22 - 12
DATE: April 19, 2022

I am hereby requesting introduction of Budget Amendment 21/22-12 to fund unforeseen expenditures in fuel and repairs accounts.

Motion by _____, supported by _____ to concur with the administration and introduce budget amendment 21/22-12 to fund unforeseen expenditures in fuel and repairs accounts.

MEMORANDUM

TO: Mayor Robert A. McCraight
FROM: Finance Department
DATE: 4/19/2022 VNT
SUBJECT: Budget Amendment 21/22 -12

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
661 Motor Vehicle				
<u>Fund Balance</u>				
661-000-395.000	Retained Earnings	1,543,496	(100,000)	1,443,496
<u>Expense</u>				
661-258-870.000	Gas & Oil	215,000	90,000	305,000
661-258-933.100	Equip. Maint. Outsource	85,000	10,000	95,000
				400,000

To fund unforeseen expenditures in fuel and repairs accounts

Memorandum

To: Mayor Robert A. McCraight
From: Victoria Trush, Assistant Finance Director
Date: April 19, 2022
Re: Budget Amendment 21/22-12

Attached please find a copy of requested Budget Amendment 21/22-12 to be added to the agenda for the April 25, 2022 City Council meeting.

This budget amendment is to transfer funds in the amount of \$90,000 from 661-000-395.000 Retained Earnings to 661-258-870.000 Gas & Oil and \$10,000 from 661-000-395.000 Retained Earnings to 661-258-933.100 Equip Maint. Outsource.

Due to rising fuel prices and unforeseen repairs costs are higher than anticipated for this budget year and additional Retained Earnings is needed to balance the budget.

If you should have any additional questions, please feel free to contact myself or Maria Farris.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Memo Transmittal

TO: Maria Farris, Finance Director

Cc: Victoria Trush, Assistant Finance Director
Kathy Hood, Assistant Director of Public Works

FROM: Roberto J. Scappaticci, Director of Public Works

DATE: April 14th, 2022

SUBJECT: Gas & Oil Cost Increase

Dear Ms. Farris,

Due to the rising cost in fuel, the DPW would like to submit a request to City Council requesting authorization for the additional funds to be made available to cover fuel costs for all City vehicles which will include the Police and Fire Departments. Administration factored in an increase in fuel costs when setting the fuel budget. However, there was no way to foresee a 25% cost increase resulting from global conditions on oil. The amount to be transferred from retained earnings account# 661-000-395.000 is \$90,000.00. This amount will increase the Gas & Oil Account# 661-258-870.000.

Also increasing at a higher than anticipated cost are outsourced repairs. These repairs are to Fire Trucks, DPW Vehicles including our backup backhoe and Police Vehicles. We are requesting to decrease the retained earnings account mentioned above by \$10,000. This decrease will allow for an increase to Account# 661-258-933.100 to cover the cost of these repairs.

Please contact me if you have any questions.

Thank you,



Roberto J. Scappaticci, Director of Public Works

RJS/bmm

s:\public works\administrative\admin documents\2022 memos\gas & oil.doc

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
661-258-933.100 Equip. Maint. Outsource	\$ 10,000	661-000-395.000 Retained Earnings	\$ 10,000
Total	\$ 10,000		\$ 10,000

PURPOSE:

To cover higher than anticipated outsource repairs to fire trucks, DPW vehicles (including the backup backhoe) and Police vehicles.

W. Crush 4/18/2022

DATE: 4/14/2022

Department Head Signature: _____

Mayor's Authorization: _____

THIS FORM IS TO BE USED WHEN THE TOTAL AMOUNT OF EXPENDITURES WITHIN A DEPARTMENT IS REQUESTED TO BE INCREASED. IT REQUIRES PRIOR APPROVAL FROM THE MAYOR AND THE FINANCE DEPARTMENT WILL DETERMINE IF THE FUNDS ARE AVAILABLE EITHER FROM FUND BALANCE/RETAINED EARNINGS OR YOU MAY ALSO REQUEST FUNDS TO BE TRANSFERRED FROM ANOTHER ONE OF YOUR DEPARTMENTAL BUDGETS. THIS REQUEST REQUIRES COUNCIL APPROVAL.

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
661-258-870.000 Gas & Oil	\$ 90,000	661-000-395.000 Retained Earnings	\$ 90,000
Total	\$ 90,000		\$ 90,000

PURPOSE:

To cover costs associated with an unforeseen rise in fuel costs. This will cover the costs of all City Vehicles, including Police and Fire Departments.

N. Crush 4/18/2022

DATE: 4/14/2022

Department Head Signature: _____

Mayor's Authorization: _____

THIS FORM IS TO BE USED WHEN THE TOTAL AMOUNT OF EXPENDITURES WITHIN A DEPARTMENT IS REQUESTED TO BE INCREASED. IT REQUIRES PRIOR APPROVAL FROM THE MAYOR AND THE FINANCE DEPARTMENT WILL DETERMINE IF THE FUNDS ARE AVAILABLE EITHER FROM FUND BALANCE/RETAINED EARNINGS OR YOU MAY ALSO REQUEST FUNDS TO BE TRANSFERRED FROM ANOTHER ONE OF YOUR DEPARTMENTAL BUDGETS. THIS REQUEST REQUIRES COUNCIL APPROVAL.



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **April 25, 2022**

Item No. **K.**

General Description: Request to Sign Lease Agreement with Wayne Metropolitan Community Action Agency

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: Lease agreement -
Wayne Metropolitan Community Action Agency
DATE: April 21, 2022

I concur with the recommendation of Steve Hitchcock, City Attorney and respectfully request that Council authorize the Mayor and Clerk to enter into the attached Lease Agreement with Wayne Metropolitan Action Agency, for the lease of 10,000 sq. ft. of space located at 11131 S. Wayne Road, 48174 on the western portion of the former 34th District Court building.

Said agreement is for a period of one (1) year commencing on May 1, 2022 and expiring on April 31, 2023. The rent shall be fifty thousand dollars (\$50,000.00), payable monthly in the amount of four thousand one hundred and sixty-six dollars (\$4,166.00).

Motion by _____, supported by _____, to concur with administration and grant authorization for the Mayor and Clerk to enter into the attached Lease Agreement with Wayne Metropolitan Action Agency, for the lease of 10,000 sq. ft. of space located at 11131 S. Wayne Road, 48174 on the western portion of the former 34th District Court building from May 1, 2022 through April 31, 2023.

LEASE AGREEMENT

This Lease Agreement is made the ____ day of April, 2022, by and between the CITY OF ROMULUS, a Michigan municipal corporation, whose address is 11111 S. Wayne, Romulus, Michigan 48174, hereinafter referred to as "Lessor", and WAYNE METROPOLITAN COMMUNITY ACTION AGENCY, a Michigan Non-Profit Corporation, whose address is 7310 Woodward Ave., Ste. 800, Detroit, Michigan 48202 hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. DESCRIPTION OF LEASED PREMISES: Lessor agrees to lease to Lessee the following described approximately 10,000 square feet (SF) of space located at 11131 S. Wayne Rd. Romulus, Michigan 48174 on the western portion of the old court building hereinafter known as the "Premises".

2. USE OF LEASED PREMISES: Lessor is leasing the Premises to Lessee and Lessee agrees to lease the Premises and furniture and use of the existing internet wiring that is located on the Premises at the time of occupancy for use as an office facility. Any change in use or purpose of the Premises other than as described above shall be upon the prior written consent of Lessor.

3. TERM OF LEASE: The term of this Lease shall be for a period of one (1) year commencing on the 1st day of May 2022 and expiring at Midnight on the 31st day of April 2023 ("Initial Term"). The hours of operation by Lessee are Monday through Friday 8:30 a.m. to 5:00 p.m. If Lessee wishes to expand its hours, it will seek approval by Lessor by providing thirty (30) days prior notice to Lessor of its wish to do so (except in an emergency, in which case Lessee will notify Lessor as soon as practicable). In the event that Lessee loses Federal or State funding requiring a reduction in staff, it may provide Lessor 30 days' notice of termination of this Lease.

4. BASE RENT: The annual base rent for the first-year payment shall be fifty thousand dollars (\$50,000.00), payable monthly in the amount of four thousand one hundred and sixty-six dollars (\$4,166.00) with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 5th day of each month. Said monthly base rent payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than one (1) month shall be a pro-rata portion of the monthly rent. Lessor shall provide an invoice for such rent, and Lessee shall pay such invoice.

5. OPTION TO RENEW:

Lessee and Lessor may agree to renew the Lease at an amount agreed to between the Parties.

6. EXPENSES: It is the intention of the Parties that this Lease shall allocate expenses as described below:

- I. Operating Expenses. Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to Lessee's operation of its business on the Premises.

except as set forth below. Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses during the entire term of the Lease and any extensions thereof in accordance with specific provisions of this Lease. The term "Operating Expenses" shall also include all reasonable direct costs to Lessor of maintaining and repairing the Premises and additional security costs for Lessee's operations on the Premises beyond

- II. 5:00pm any day of its operations. Lessee shall be responsible for heating, ventilating, air conditioning and electricity. Lessor shall pay water, waste disposal, sewage, service agreements and charges, lawn care, snow removal, and related parking areas. Routine cleaning and custodial services, security, the cost of contesting the validity or applicability of any governmental acts which may affect Operating the business shall be responsibility of the Lessee. Notwithstanding the foregoing, Operating Expenses do not include expenses for the maintenance, repair or replacement of the structural components, roof and exterior walls and HVAC of the building on the Premises, which shall be at the cost of Lessor.

- II. Taxes. The Premises are not currently subject to property taxes. If Michigan law changes and the Premises become subject to a property tax, Lessee will timely pay the Premise's pro rate share of the property tax.

- III. Insurance. Lessor shall maintain, at all times during the Term of this Lease, fire and extended coverage insurance, comprehensive general liability insurance and property protection insurance with an insurance company licensed to do business in the State of Michigan in which the Premises are located and which will identify Lessee as an additional insured. Lessee shall maintain its own insurance for general liability (with the City named as an additional insured) malpractice and directors' liability.

7. LEASEHOLD IMPROVEMENTS: Lessee agrees that no leasehold improvements or alterations of any nature (except for those listed on any attached addenda) that are permanently affixed or attached to the ground or the structure of the Premises shall be made to the Premises or the exterior of the building without first obtaining the consent of Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the Premises shall remain the property of Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations having due regard for the type of construction of the building housing the subject leasehold Premises. Such approved permanently attached or affixed leasehold improvements to the Premises shall be installed at the cost of the Lessee, unless the parties agree otherwise.

Nothing in the Lease shall be construed to authorize Lessee or any other person acting for Lessee to encumber the rents of the Premises or the interest of Lessee in the Premises or any person under and through whom Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. In the event a lien is placed against the Premises, through actions

of Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If Lessee fails to have the Lien removed, Lessor shall take steps to remove the lien and Lessee shall pay Lessor for all expenses related to the lien and removal thereof and shall be in default of this Lease. Lessor may apply the cost of such lien removal as additional rent.

8. **LICENSES AND PERMITS:** A copy of any and all local, state or federal licenses or permits required by Lessee for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to Lessor and/or their agents or any local, state, or federal officials upon demand.

9. **OBLIGATIONS OF LESSEE/LESSOR:** Subject to Lessee's obligation to pay Operating Expenses, Lessor shall maintain the Premises in good and clean operating order and condition. Lessor shall promptly respond to reasonable requests of Lessee for maintenance, repairs and replacements in, on, at or to the Premises. Lessee shall also comply with security protocol that is established by the Lessor for the security and care of the Premises.

10. **DAMAGE:** In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, its employees, agents, business invitees or independent contractors serving Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then Lessee shall be responsible for notifying Lessor, and Lessor shall be responsible for seeing that the proper claims are promptly placed with Lessor's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of Lessee to the extent the damage is caused by the neglect or negligence of Lessee, its employees, agents, business invitees or independent contractors serving Lessee. Any damage that is not covered by an insurance company will be the liability of Lessor to the extent the damage is caused by the neglect or negligence of Lessor, its employees, agents, business invitees or independent contractors serving Lessor. Any insurance proceeds (whether received by Lessor or Lessee) arising from any damage or destruction of the Premises shall promptly be applied to the repair, replacement and reconstruction of the building on the Premises to a condition similar to or better than its condition immediately prior to such damage or destruction.

Furthermore, Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority, to the extent such noncompliance is the fault of Lessee.

11. **SUBLET/ASSIGNMENT:** Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said Premises or any part thereof without first obtaining the

prior written consent and approval of Lessor, which consent, and approval will not be unreasonably withheld.

12. **DAMAGE TO LEASED PREMISES:** In the event the building on the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by Lessee and until the Premises have been put in a condition at the expense of Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

13. **DEFAULT AND POSSESSION:** In the event that Lessee shall fail (through no fault of Lessor) to pay said rent and expenses as set forth herein, or any part thereof, within 15 days after written notice from Lessor to Lessee of such failure, or shall otherwise be in default (through no fault of Lessor) of any other terms of the Lease for a period of more than 30 days, after receiving written notice of said default (provided, however, that if such default cannot reasonably be cured in 30 days after receipt of the written notice, Lessee shall not be in default if Lessee begins to cure the default within the 30 day period and diligently completes the cure), then the parties hereto expressly agree and covenant that Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same. It is further agreed, that if Lessee is in default, that Lessor shall be entitled to take any and all action to protect its interest in Lessor's personal property and equipment, to prevent the unauthorized removal of Lessor's property or equipment which threatened action would be deemed to constitute irreparable harm and injury to Lessor. Furthermore, in the event of default, Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of Lessee's, at Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that Lessor may sue Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

Any Base Rent payment that is more than five (5) days late through no fault of Lessor shall be subject to a late fee of \$30.00 per day until paid, up to a maximum of \$300.00.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

In this regard, all delinquent rental payments made shall be applied first toward late fees and the remaining toward delinquent rental payments.

14. INDEMNIFICATION: To the extent permitted by law, Lessee hereby covenants and agrees to indemnify, defend and hold Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises. To the extent permitted by law, Lessor hereby covenants and agrees to indemnify, defend and hold Lessee harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessor's act or omission related to the Premises.

Nothing in this Lease shall be deemed to waive any governmental immunity of the parties.

15. BANKRUPTCY - INSOLVENCY: Lessee agrees that in the event all or a substantial portion of Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of Lessor hereunder or by law provided, it shall be lawful for Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and Lessee shall have no further claim thereon.

16. MISCELLANEOUS TERMS:

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building, if Lessor informs Lessee of such invalidation or conflict and gives Lessee a reasonable opportunity to cure such invalidation or conflict. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other users of Lessor's Government Complex.
- II. Signs: Lessee shall not place on any door, wall or window of the Premises any sign or advertising matter that is in support or opposition to any political candidate or ballot issue or any commercial sign without express written consent of Lessor.
- III. Pets: Pets and animals are not permitted on the Premises except for legally allowable service animals or in connection with Lessee's programs.
- IV. Condition of Premises: Lessee acknowledges it has inspected the Premises and is satisfied with its condition.
- V. Right of Entry: Lessor and its agents shall have the reasonable right of entry to the Premises for purposes of inspecting the Premises and for the purpose of making

any necessary maintenance, repairs and replacements to the building or equipment as may be required of Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance, repair or replacement of the building.

17. HOLDOVER: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

18. WAIVER: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

19. GOVERNING LAW: This Lease shall be governed by the laws of the State of Michigan.

20. AMENDMENT: No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

21. BINDING EFFECT: This Lease and any amendments thereto shall be binding upon Lessor and Lessees and/or their respective successors, heirs, assigns, executors and administrators.

{Page Break Intentional – Signatures to Follow}

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of April 2022.

WAYNE METROPOLITAN COMMUNITY
ACTION AGENCY

CITY OF ROMULUS

By: Louis Piszker
Its: President

By: Robert A. McCraight
Its: Mayor

By: Ellen L. Craig-Bragg
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this ____ day of April 2022, before me appeared Louis Piszker, President of Wayne Metropolitan Community Action Agency, LESSEE of this Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this ____ day of April 2022, before me appeared Robert A. McCraight, Mayor and Ellen L. Craig-Bragg, Clerk, of LESSOR of this Lease Agreement who proved to me through government issued photo identification to be the above-named persons, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



City of Romulus

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

Council Meeting Held: April 25, 2022

Item No. A.

General Description: Second Reading & Final Adoption of Budget Amendment 21/22-11

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

Date: April 25, 2022

Re: 2nd Reading & Final Adoption of Budget Amendment 21/22-11

For Second Reading and Final Adoption of Budget Amendment 21/22-11 in the amount of \$219,035.00 to close out Beverly Road Special Assessment District fund debts.

This budget amendment was introduced at the Regular Meeting held on Monday, April 11, 2022.

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: 4/11/2022 VNT

SUBJECT: Budget Amendment 21/22 -11

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>FUND BALANCE</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
301- Beverly Road Special Assessment District				
<u>Expense</u>				
301-000-999.202	Transfer Out Major Roads	-	219,035	219,035
<u>FUND Balance</u>				
301-000-390.000	Fund Balance	219,035	(219,035)	-

To close out Beverly Road Special Assessment District debt fund. All debt has been paid. Additional funds after debt obligation is fulfilled should be returned to the Major Roads Fund and used on a Beverly Road project.



City of Romulus

Treasurer's Report

Council Meeting Held:

April 25, 2022

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

Public Comment

Council Meeting Held:

April 25, 2022

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:

April 25, 2022

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.

April 25, 2022

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: **April 25, 2022**

Item No. A.

General Description: Approval of Warrant #:22-8 for checks presented in the amount of \$1,442,943.34

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: April 25, 2022

Warrant Number: 22-08

TOTAL WARRANT REGISTER

1,442,943.34

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

4/21/2022**CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS
CHECK DATE FROM 04/07/2022-04/21/2022**

Fund		Amount
Total for fund 101	General Fund	73,094.88
Total for fund 202	Major Street Fund	7,095.88
Total for fund 203	Local Street Fund	6,271.94
Total for fund 205	Public Safety Fund	20,016.20
Total for fund 211	Cable TV	1,240.19
Total for fund 218	Merriman Rd. Spec. Assess	193.91
Total for fund 219	Street Lighting Fund	49,314.79
Total for fund 220	Oakwood SAD	104.03
Total for fund 226	Garbage & Rubbish Collection Fund	93,315.69
Total for fund 261	911 Service Fund	2,800.94
Total for fund 268	Narc forfeiture - State	36.01
Total for fund 271	Library Fund	14,645.50
Total for fund 295	DDA	7,424.28
Total for fund 297	T.I.F.A. District #2	124,290.66
Total for fund 302	C.I.P. Bonds - Court Building	335,687.50
Total for fund 306	Ecorse & Vining - Capital Improve Bond	188,912.50
Total for fund 592	Water & Sewer Fund	352,597.92
Total for fund 661	Motor Vehicle	18,397.28
Total for fund 664	Technology Services	596.70
Total for fund 676	Retiree's Ins. Benefits	57,805.59
Total for fund 701	Revolving Fund	2,919.00
Total for fund 702	General Tax Fund	6,147.50
Total for fund 705	Delq. Pers. Prop. Fund	80,034.45
TOTAL - ALL FUNDS		1,442,943.34

4/21/2022

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 04/07/2022 - 04/21/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
04/14/2022	POOL	78194	1980	COMCAST	SENIOR CNTR CABLE 4/18/22 - 5/17/22 ACCOUNT	129.29
04/14/2022	POOL	78195	2594	DOWNRIVER UTILITY WASTEWATER AUTHORITY	WASTEWATER DISPOSAL CHARGES JANUARY 202	171,011.31
04/14/2022	POOL	78196	0012	DTE ENERGY	7506 MERRIMAN - LANDSCAPING MAR 4 - APR	193.91
04/14/2022	POOL	78197	0772	DTE ENERGY	MUNICIPAL COMPLEX MARCH 2022	10,020.28
04/14/2022	POOL	78198	0670	VERIZON WIRELESS	DATA ACCT # 342127256-00002 USB&MIFI MA	460.17
04/14/2022	POOL	78199	0670	VERIZON WIRELESS	CELLPHONE ACCT # 342127256-00001 MAR 02	1,713.12
04/21/2022	POOL	78200	MISC	34TH JUDICIAL DISTRICT	REF: DETERRANCE GRAY	500.00
04/21/2022	POOL	78201	MISC	34TH JUDICIAL DISTRICT	REF: ASHLEY BROOKS	500.00
04/21/2022	POOL	78202	2724	ACE CUTTING EQUIPMENT & SUPPLY, INC	SUPPORT & GUIDE ROLLER CAPS, BEARING CAG CARBURETOR, 695	574.56 <u>342.20</u>
						916.76
04/21/2022	POOL	78203	2942	AIRGAS, INC.	21/22 BLANKET PO- AIRGAS INC -FOR OXYGE	63.90
04/21/2022	POOL	78204	4021	ALLIED BUILDING SERVICE COMPANY	PIGGYBACK MIDEAL CONTRACT 00861 ELMER JO	2,552.00
04/21/2022	POOL	78205	4027	AMAZON CAPITAL SERVICES	4/8/2022 FINANCE OFFICE SUPPLY ORDER NEW SIGNS FOR SENIOR CENTER MISC SUPPLIES, AND BOOT SCRAPER BRUSH TAPE MEASURER/ANTI FATIGUE MATS/BANKER E 4/14/22 FINANCE DEPT OFFICE SUPPLY ORDER	121.38 56.84 92.01 132.43 <u>69.45</u>
						472.11
04/21/2022	POOL	78206	0042	AMERICAN TRAFFIC SAFETY MATERIALS	RESTOCKING OF SIGN MATERIALS INVENTORY	2,763.75
04/21/2022	POOL	78207	3434	ANCHOR WIPING CLOTH	INVENTORY ORDER, COTTON JERSEY GLOVES, B	1,070.70
04/21/2022	POOL	78208	2903	APPLIED IMAGING	ACCT. ROMULU01 PRINTING CHARGES - SENIOR	116.90
04/21/2022	POOL	78209	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	NOTICE OF PUBLIC HEARING RM0345-033122 2 MARCH 7, 2022 MINUTES RM 0348-040722 MARCH 14, 2022 MINUTES RM0349-040722 FEBRUARY 28, 2022 MINUTES RM0347-040722 ITB 21/22-17, ITB 21/22-18 RM0346-040722	53.68 84.86 86.09 177.53 <u>70.02</u>
						472.18
04/21/2022	POOL	78210	3896	AT&T MOBILITY LLC	ACCT 287301597938, FEB 07 - MAR 06, 2022	167.76
04/21/2022	POOL	78211	1081	ATCHINSON FORD SALES, INC.	FIRE CHIEF 1, REPLACED MODE DOOR ACTUATO	387.56
04/21/2022	POOL	78212	3649	AUTO VALUE OF ROMULUS	MECH STOCK, FUEL LINE HOSE, FUEL FILTER W/S 220, AIR & OIL FILTER ROADS 111, OIL & AIR FILTER MECH STOCK, OIL & AIR FILTER DPW, SPARK PLUG W/S 220, CABIN AIR FILTER MECH STOCK, OIL FILTER MECH STOCK OIL FILTER DPW OLD 100, 12V 690CCA POLICE R31, BXT65850 MECH STOCK, AIR FILTER & FILTER POLICE R47, BXT65850 DPW, OIL HD30 FOR GENERATOR #223, 3/8 X 2 & 1/4 X 1-1/2 PD, 6V 210AH GOLCAR BATTERIES FOR SPEED	19.63 114.28 31.20 79.86 2.79 23.35 23.28 34.92 127.00 150.99 52.68 150.99 19.56 4.44 <u>308.00</u>
						1,142.97
04/21/2022	POOL	78213	1683	BAKER & TAYLOR	ACCT # 251637 L154147 2 B00000, QTY 71	1,089.06

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					ACCT # 251637 L154147 2 B00000, QTY 46	718.85
					ACCT # 251637 L154147 2 B00000 QTY. 25	331.18
					ACCT # 251637 L154147 2 B00000, QTY 32	500.79
					ACCT # 251637 L154147 2 B00000, QTY 22	317.41
					ACCT # 251637 L154147 2 B00000, QTY 18	311.14
					ACCT # 251637 L154147 2 B00000, QTY 69	923.08
						<u>4,191.51</u>
04/21/2022	POOL	78214	0239	BIO-CARE INC	ANNUAL PHYSICAL HAZMAT RESPONSE TEAM	422.00
04/21/2022	POOL	78215	3957	BURHOPS COLLISION	CLAIM: 100AL2100272, 2015 GMC SIERRA 350	8,133.83
04/21/2022	POOL	78216	3148	CADILLAC ASPHALT LLC	COLD PATCH - LOCAL & MAJOR	8,016.65
					COLD PATCH - LOCAL & MAJOR	<u>3,425.85</u>
						11,442.50
04/21/2022	POOL	78217	4103	CELLEBRITE, INC.	SOLE SOURCE - TOUCH2 ULTIMATE SW & PHYSI	4,300.00
04/21/2022	POOL	78218	3092	CENTER POINT LARGE PRINT	ROMULUS PUB. LIBRARY, QTY 8	189.36
04/21/2022	POOL	78219	0086	CINTAS FAS	RE-STOCK MEDICINE CABINET	256.52
04/21/2022	POOL	78220	1780	COMCAST PROCESSING CENTER	ETHERNET NETWORK ACCT# 908200669, ACTIVI	647.84
04/21/2022	POOL	78221	3386	CONSTELLATION NEW ENERGY	CITY GAS BILLS ACCT. BG-205125 MARCH 202	13,690.55
04/21/2022	POOL	78222	2500	COSTAR REALTY INFORMATION, INC.	MONTHLY REAL ESTATE CONSULTING APRIL 202	455.00
04/21/2022	POOL	78223	MISC	CYNTHIA KEELS	SENIOR CENTER ROOM RENTAL DEPOSIT REFUND	100.00
04/21/2022	POOL	78224	4044	DETROIT METRO AIRPORT CENTER LLC	LEASE AGREEMENT W/CITY OF ROMULUS & DM/	1,236.98
04/21/2022	POOL	78225	2594	DOWNRIVER UTILITY WASTEWATER AUTHO	APRIL 2022 EXCESS FLOW	109,868.00
04/21/2022	POOL	78226	0772	DTE ENERGY	MARCH 2022 STREET LIGHTING	51,064.68
04/21/2022	POOL	78227	0182	EJ USA, INC.	LOW STOCK, EJ BAR BRK FLG REPAIR KIT-RED	771.60
					HYDRANT REPAIR	<u>194.00</u>
						965.60
04/21/2022	POOL	78228	3209	ELSIE C. WEBB	BD BOND REFUND 30423 LEROY	200.00
04/21/2022	POOL	78229	0604	FEDERAL EXPRESS CORP.	RETURN SHIPPING COST FOR FERGUSON RETURN	44.80
04/21/2022	POOL	78230	3829	FOSTER BLUE WATER OIL, LLC	TANK RENTAL	60.00
					DIESEL FUEL - 2/15/22	2,259.03
					DIESEL FUEL 2/23/22	2,253.43
					DIESEL FUEL 4/5/22	<u>1,894.43</u>
						6,466.89
04/21/2022	POOL	78231	2703	GALE/CENGAGE LEARNING	ACCOUNT #194418, SISTER STARDUST & LISA	60.78
04/21/2022	POOL	78232	0128	GIARMARCO, MULLINS, & HORTON, PC	3/11/22-4/6/22, ACCT 70085-011B, CLERK'S	435.00
					3/31/22-4/1/22 ACCT 70085-012B, TREASURE	493.00
					3/15/22-4/11/22, ACCT. 70085-005B, HUMAN	907.50
					4/7/22, ACCT. 70085-007B, FIRE DEPT.	30.00
					3/11/22-3/16/22, ACCT 70085-010B, BUILDI	90.00
					3/11/22-4/12/22, ACCT. 70085-004B, GENER	14,184.10
					3/23/22-4/6/22, ACCT# 70085-006B POLICE	<u>420.00</u>
						16,559.60
04/21/2022	POOL	78233	2625	GLG PRINT	APRIL 2022 WATER BILLING STATEMENTS	2,253.69
04/21/2022	POOL	78234	0631	GORDON FOOD SERVICE, INC.	CUST # 712400021, SENIOR CENTER EASTER L	282.70
04/21/2022	POOL	78235	2995	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES THROUGH MARCH 31 2	697.68
04/21/2022	POOL	78236	0891	HOME DEPOT	EQUIPMENT TO CUT LUMBER AND OTHER MATE	479.00
					DPW - ALL BLDS HINGES & SCREWS	26.17
					DPW - ALL BLDS. R76775 MINI 2X2 LUNA, 2'	<u>82.06</u>
						587.23

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
04/21/2022	POOL	78237	2567	J & B MEDICAL SUPPLY CO. INC	J&B MEDICAL SUPPLIES - FIRE DEPT	259.30
04/21/2022	POOL	78238	0141	JACK DOHENY SUPPLIES INC	WINCH FOR LOWERING INTO STRUCTURES	4,057.00
04/21/2022	POOL	78239	3721	KELLER THOMA PC	PROF SVCS THRU 3/31/22 - GENERAL MATTERS	367.50
04/21/2022	POOL	78240	3072	KIMBALL MIDWEST	SHOP SUPPLIES	269.99
04/21/2022	POOL	78241	3209	KRISKA, MARK	BD BOND REFUND, 6355 LORAINE	200.00
04/21/2022	POOL	78242	3782	LAMBERT & CO.	PR SERVICES FOR COM DEV, DDA & TIFA APRI	4,635.00
04/21/2022	POOL	78243	0023	LIBERTY PLUMBING SUPPLY	POLY GRATES FOR A.S. KENNEL FLOORS AND H	582.00
					DPW - ALL BLDGS. 3" BRASS SQ HEAD PLUB	15.49
						597.49
04/21/2022	POOL	78244	0120	LIBRARY DESIGN ASSOCIATES, INC.	ROMULUS PUB. LIBRARY FILM PLACEMENT ON S	895.00
04/21/2022	POOL	78245	2266	LINDA CHOATE	JAN - MAR 2022 PRESCRIPTION REIMBURSEMEN	25.00
04/21/2022	POOL	78246	2267	LINDA WEGIENKA	JAN - MAR 2022 PRESCRIPTION REIMBURSEMEN	32.81
04/21/2022	POOL	78247	2268	LOIS DOUGLAS	JAN - MAR 2022 PRESCRIPTION REIMBURSEMEN	66.80
04/21/2022	POOL	78248	0212	LOWER HURON CHEM & SUPPLY CO., INC.	MISC CLEANING SUPP. - JANITORIAL - DPW -	69.16
04/21/2022	POOL	78249	1680	LUSTER CLEANERS, INC	BLANKET CLEANING SERVICES 3/1/22 - 3/31/	400.00
04/21/2022	POOL	78250	2666	MAURER'S TEXTILE RENTAL SERVICES	BUILDING DEPT UNIFORM EXPENSE	18.23
					BUILDING DEPT UNIFORM EXPENSE	18.23
					BUILDING DEPT UNIFORM EXPENSE	18.23
					BUILDING DEPT UNIFORM EXPENSE	18.23
					EMPLOYEE UNIFORM EXPENSE	108.29
					EMPLOYEE UNIFORM EXPENSE	25.00
					EMPLOYEE UNIFORM EXPENSE	26.10
					EMPLOYEE UNIFORM EXPENSE	1.48
					EMPLOYEE UNIFORM EXPENSE	108.29
					EMPLOYEE UNIFORM EXPENSE	25.00
					EMPLOYEE UNIFORM EXPENSE	26.10
					EMPLOYEE UNIFORM EXPENSE	1.48
						394.66
04/21/2022	POOL	78251	0427	MIDWEST TAPE	CUST # 2000005771 BOOKS, QTY 5	171.45
					CUST # 2000005771 BOOKS, QTY 1	24.99
					CUST # 2000005771 VISUALS, QTY 4	115.71
						312.15
04/21/2022	POOL	78252	3282	MKSK, INC.	00092507, D16122.32 ROMULUS: GATEWAY PDA	298.75
					00092110, D116122.31 ROMULUS THE OUTDOOI	700.00
					00092947, D16122.31 ROMULUS: THE OUTDOOR	707.75
					00092947, D16122.31 ROMULUS: THE OUTDOOR	114.75
					PROJECT D16122 ROMULUS: GENERAL CONSULT,	930.25
						2,751.50
04/21/2022	POOL	78253	4107	MONEYGREEN LAWN SERVICE LLC	HISTORICAL PARK STRING LIGHTING	1,250.00
04/21/2022	POOL	78254	MISC	MONICA BRAWLEY	ANIMAL STERILIZATION REFUND FOR PUSHKIN	25.00
04/21/2022	POOL	78255	0068	MUCHMORE HARRINGTON SMALLEY & ASSC	LEGISLATIVE SERVICES FOR APRIL 2022	4,000.00
04/21/2022	POOL	78256	3041	NORTHSTAR MAT SERVICES, INC.	ACCT # 1862-11121, MAT CLEANING SERVICES	92.31
04/21/2022	POOL	78257	3917	NYE UNIFORM CO	FIREFIGHTER UNIFORMS - KRAUSE	35.00
					FIREFIGHTER UNIFORMS - CHANDLER	12.50
					FIREFIGHTER UNIFORMS - ELHERT	585.89
						633.39
04/21/2022	POOL	78258	2088	OAKLAND COUNTY	OAKLAND COUNTY - FIRE DEPT JAN-MAR 2022	1,365.25
					CLEMIS MDC PARTICIPATION FEE	307.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						1,672.25
04/21/2022	POOL	78259	1491	ON DUTY GEAR LLC	ARMOR EXPRESS RAZOR, SHOCK PLATE & ROMUI	1,010.00
04/21/2022	POOL	78260	0736	ORCHARD, HILTZ & MCCLIMENT	00079247, PROJECT 0155210005, PLANNING GEN	327.50
04/21/2022	POOL	78261	0984	PARKWAY SERVICES, INC.	PORTA JOHNS IN DOWNTOWN AREA, MARY ANN	300.00
04/21/2022	POOL	78262	2291	PEGGY SLATER	JAN - MAR 2022 PRESCRIPTION REIMBURSEMENT	20.00
04/21/2022	POOL	78263	0716	PLANTE & MORAN, PLLC	CUSTOMER #42069 PROFESSIONAL SERVICES RE	3,700.00
					CUSTOMER #42069 PROFESSIONAL SERVICES RE	<u>3,865.00</u>
						7,565.00
04/21/2022	POOL	78264	1576	PRINTING SYSTEMS, INC.	NEW ELECTION BALLOT ENVELOPES PER MI BOE	1,069.08
					NEW ELECTION BALLOT ENVELOPES PER MI BOE	1,101.51
					NEW ELECTION BALLOT ENVELOPES PER MI BOE	965.46
					CREDIT MEMO FROM 11/23/2020	<u>(7.62)</u>
						3,128.43
04/21/2022	POOL	78265	3605	REDGUARD FIRE & SECURITY, INC.	QUARTERLY FIRE SYSTEM ALARM & RADIO NETW	309.00
04/21/2022	POOL	78266	1952	RITTER GIS, INC.	GIS SUPPORT SERVICES MARCH 2022	5,206.25
					GIS SUPPORT SERVICES FOR REDISTRICTING -	<u>743.75</u>
						5,950.00
04/21/2022	POOL	78267	MISC	ROMULUS COMMUNITY SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMENT	14,430.81
04/21/2022	POOL	78268	MISC	ROMULUS PUBLIC LIBRARY	PETTY CASH REPLENISHMENT FOR 8/16/21 - 4	118.40
04/21/2022	POOL	78269	2305	ROSEMARY MAZZOLA	JAN - MAR 2022 PRESCRIPTION REIMBURSEMENT	31.99
04/21/2022	POOL	78270	3209	ROZDOSKE, ELEANOR	BD BOND REFUND 9273 ESSEX	1,494.00
04/21/2022	POOL	78271	MISC	RYAN TAX COMPLIANCE SERVICES LLC	REF: 80-999-00-2019-122 MARCH 2022 DELIN	6,053.72
04/21/2022	POOL	78272	MISC	RYAN TAX COMPLIANCE SERVICES LLC	REF: 80-999-00-2018-038, MARCH 2022 DELI	7,117.01
04/21/2022	POOL	78273	1551	S & F FOODS, INC.	PIZZA CALZONE 12CT PRISONER FOOD	75.00
04/21/2022	POOL	78274	2419	SCADA	TROUBLESHOOT/REPLACE CONTROL & ALARM M	1,205.64
04/21/2022	POOL	78275	0276	SELL'S EQUIPMENT	GEAR BOX REPLACEMENT	1,099.06
04/21/2022	POOL	78276	2307	SHARON WALKER	JAN - MAR 2022, + 4/8/22 PRESCRIPTION RE	34.52
04/21/2022	POOL	78277	3327	SKY INSURANCE TECHNOLOGIES LLC	1094-1095C CORRECTION	151.50
04/21/2022	POOL	78278	4040	STAPLES	OFFICE SUPPLIES FOR PLANNING DEPT.	17.12
					OFFICE SUPPLIES FOR PLANNING DEPT.	4.54
					OFFICE SUPPLIES FOR PLANNING DEPT.	26.92
					OFFICE SUPPLIES FOR PLANNING DEPT.	4.54
					OFFICE SUPPLIES FOR PLANNING DEPT.	4.54
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					OFFICE SUPPLIES FOR PLANNING DEPT.	4.54
					OFFICE SUPPLIES FOR PLANNING DEPT.	<u>(4.54)</u>
						103.06
04/21/2022	POOL	78279	0503	STERICYCLE, INC.	REMOVAL OD PD MEDICAL WASTE FEB 2022	19.97
					REMOVAL OD PD MEDICAL WASTE APR 2022	<u>19.97</u>
						39.94

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
04/21/2022	POOL	78280	3617	SUBURBAN OCCUPATIONAL HEALTH	EMPLOYEE PROCESSING FOR SHOTS & TESTING	95.00
					19/20 BLANKET PO EMPLOYEE PROCESSING FOR	58.00
					PRE-EMPLOYMENT PHYSICALS AND DRUG SCREE	185.00
					NEW HIRE DRUG SCREENS AND PHYSICALS	235.00
					RAPID 10 PANEL DRUG TEST	45.00
						<u>618.00</u>
						618.00
04/21/2022	POOL	78281	2254	TED GILLILAND	JAN - MAR 2022 PRESCRIPTION REIMBURSEMEN	82.68
04/21/2022	POOL	78282	3645	TELEFLEX LLC	SOLE SOURCE EZ-IO NEEDLES AND STABILIZER	3,000.00
04/21/2022	POOL	78283	1739	THE LIBRARY NETWORK	ROMS #22, BASIC FEE, CIRCULATION, ITEM L	6,766.04
04/21/2022	POOL	78284	3338	THOMAS ROBERTS ARCHITECT	BLDG ASSESSMENT & SCOPE - KINGSLEY HOUSE	3,200.00
04/21/2022	POOL	78285	1593	ULLIANCE	2022 2ND QTR EMPLOYEE ASSISTANCE PROGRAM	1,209.00
04/21/2022	POOL	78286	2951	UNIQUE MANAGEMENT SERVICES, INC.	ROMULUS PUB. LIBRARY 03-28 PLACEMENTS	17.90
04/21/2022	POOL	78287	3368	VERIZON CONNECT NWF INC.	CUST ROMU001, 3/1/22 - 3/31/22, 16 DEVIC	259.04
04/21/2022	POOL	78288	0670	VERIZON WIRELESS	CITY SMARTPHONES MAR 08 - APR 07 ACCT #	791.42
04/21/2022	POOL	78289	3722	VERSALIFT MIDWEST	REPLACE WORN BATTERY ISOLATOR	227.96
04/21/2022	POOL	78290	3635	VIS ALLIANCE LLC	2021-2025 ELECTED OFFICIALS COMPOSITE PH	4,749.18
04/21/2022	POOL	78291	0659	WASTE MANAGEMENT	6-98284-42000, DUMPSTER CHARGES & TIRE D	573.15
					7-00887-32007, DUMPSTER CHARGES & TIRE	830.00
					6-99272-72005, RESIDENTIAL TRASH PICKUP	91,656.54
						<u>93,059.69</u>
						93,059.69
04/21/2022	POOL	78292	0936	WAYNE COUNTY TREASURER	3RD QTR FY 21/22 TRAILER TAX DISBURSEMEN	6,147.50
04/21/2022	POOL	78293	MISC	WAYNE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY DISBURSEME	52,432.91
04/21/2022	POOL	78294	0233	WESTLAND LOCK & KEY, INC.	BUILDING MAINT - DPW LABOR TO CUT KEY BY	82.00
04/21/2022	POOL	78295	0651	WOODLAND MEADOWS LANDFILL	4-23247-02007, RESIDENT DUMP PASSES 3/16	256.00
04/21/2022	POOL	78296	2945	ZONES, LLC	WEBCAM - KAYLA HUBBARD	65.00
04/21/2022	POOL	918(E)	0581	COMERICA COMM. CARD SERV.	MARCH 2022 COMERICA CARD CHARGES FOR ELI	2,342.21
					MARCH 2022 COMERICA CARD PURCHASES FOR	400.17
					MARCH 2022 COMERICA CARD PURCHASES FOR	592.94
					MARCH 2022 COMERICA CARD PURCHASES FOR	3.52
					MARCH 2022 COMERICA CARD PURCHASES FOR	1,744.99
					MARCH 2022 COMERICA CARD PURCHASES FOR	398.50
					MARCH 2022 COMERICA CARD PURCHASES FOR	748.55
					ETHERNET NETWORK TO FACILITATE ONLINE OF	2,153.10
						<u>8,383.98</u>
						8,383.98
04/21/2022	POOL	919(E)	0012	DTE ENERGY	7219 MIDDLEBELT - FIRE #2 MAR 4 - APR 1,	629.82
					6241 DEXTER - BOICE PARK MAR 5 - APR 4,	36.56
					37135 GODDARD RD. DDA FEB 3 - MAR 4, 202	38.80
					VINING RD HOT BOX - 34155 GODDARD MAR 5	506.35
					11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	47.02
					12300 WAYNE - ANIMAL SHELTER MAR 5 - APR	452.20
					16869 BRANDT - CREEKSIDE PUMP STATION MA	52.67
					12055 WAYNE - BIRD HOUSE MAR 5 - APR 4,	9.37
					11147 HUNT - HISTORICAL PAVILLION MAR 5	53.24
					10202 SHOOK RD - CEMETERY MAR 5 - APR 4	29.54
					37230 NORTHLIN - FS #1 MAR 5 - APR 4, 20	162.42
					11189 SHOOK - CHAMBER BLDG MAR 5 - APR 4	152.43
					9755 OZGA - ELMER JOHNSON PARK MAR 5 - A	45.86
					38205 BARTH - EMERGENCY SIREN MAR 3 - MA	24.74
					OAKWOOD STORM SEWER PUMP STATION - 154	104.03
					6900 WAYNE - FIRE STATION #3 MAR 3 - MAR	160.42
					31558 GODDARD - WATER PUMP MAR 5 - APR 4	874.68
					38834 HURON RIVER DR - WATER PUMP MAR 9	152.43
						<u>3,532.58</u>
						3,532.58

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
04/21/2022	POOL	920(E)	3992	INVOICE CLOUD INC.	MONTHLY FEES FOR CREDIT CARD PAYMENTS 3/	784.50
04/21/2022	POOL	921(E)	1947	THE BANK OF NEW YORK MELLON	ROMULUS MI LTGO CAP IMP BONDS LTGO 2017E	335,687.50
04/21/2022	POOL	922(E)	1947	THE BANK OF NEW YORK MELLON	ROMULUS MI LTGO 2016 BDS REF 2006	50,950.00
04/21/2022	POOL	923(E)	1947	THE BANK OF NEW YORK MELLON	CITY OF ROMULUS TIFA REF L/T GOB	119,750.00
04/21/2022	POOL	924(E)	1947	THE BANK OF NEW YORK MELLON	ROMULUS MI LTGO CAP IMP BDS 2017A	188,912.50
04/21/2022	POOL	925(E)	3612	TOSHIBA FINANCIAL SERVICES	COPIER LEASE PAYMENT APRIL 2022	2,122.87
04/21/2022	POOL	926(E)	3021	VARI PRO BENEFIT ADMINISTRATORS	MAY 2022 RETIREE HEALTH	57,511.79

POOL TOTALS:

Total of 112 Checks: 1,442,943.34

Less 0 Void Checks: 0.00

Total of 112 Disbursements: 1,442,943.34

				ACCOUNT BALANCE AS OF:													
LOCATION	FUND	DEPT #	ADDRESS	NEW ELEC ACCT #	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL
PRIMARY SUPPLY-CITY HALL	101	265	11111 WAYNE ROAD	910000054361	12,360.53	13,037.90	13,037.90	10,964.48	10,110.15	9,492.28	9,465.53	9,812.76	9,519.60	10,020.28			107,821.41
CITY HALL - ELECTRIC	101	265			3,659.32	3,859.86	3,859.86	3,246.02	2,993.10	2,810.18	2,802.26	2,905.06	2,818.27	2,966.49	0.00	0.00	31,920.42
COURT BUILDING (Allocation of Primary)	101	265			2,592.75	2,734.83	2,734.83	2,299.91	2,120.71	1,991.10	1,985.49	2,058.33	1,996.83	2,101.86	0.00	0.00	22,616.64
LIBRARY (ALLOCATION OF PRIMARY)	271	790			1,149.06	1,212.03	1,212.03	1,019.28	939.86	882.42	879.93	912.21	884.96	931.50	0.00	0.00	10,023.28
New 34th Distrcit Court	101	265			4,959.40	5,231.18	5,231.18	4,399.49	4,056.49	3,808.58	3,797.85	3,937.16	3,819.54	4,020.43	0.00	0.00	43,261.30



City of Romulus

Communication

Council Meeting Held:
Item No. 11

April 25, 2022

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

April 25, 2022

Item No. 12

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