



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA
June 5, 2023
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, May 22, 2023, at 7:30 p.m.
- B. Approval of the Minutes from the Special Meeting - Study Session held on Monday, May 22, 2023, at 6:30 p.m. to discuss the Water Rate Study.

3. Petitioner

- A. Petition: Approval of a Block Party and Road Closure Request
Petitioner: Jennifer Madison

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. Huron River Drive (Pennsylvania Road to North Eureka Road) - Tri-Party Agreement - City of Romulus, Hennessey Engineers, and MDOT
- B. Piggyback on MiDeal Contract for the Purchase of a 2022 Ford Bronco
- C. Piggyback on Omnia Partners Contract -SHI International Corp. City Wide e-mail Migration
- D. ITB 22/23-23 Contract for Annual NFPA Compliant Firefighter Physicals

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

- A. Second Reading and Final Adoption of Budget Amendment 22/23-19
- B. Second Reading and Final Adoption of Budget Amendment 22/23-20
- C. Study Session Request for Monday, June 12, 2023, at 6:45 p.m.

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. Communication

12. 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: **June 5, 2023**

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: **June 5, 2023**

Item No. A.

General Description: Approval of Minutes from the Regular Meeting held on Monday, May 22, 2023, 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

May 22, 2023

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, Virginia Williams

Absent / Excused: Eva Webb

Administrative Officials in Attendance:

Julie Wojtylko, Chief of Staff

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull - Deputy Clerk; Stephen Hitchcock - City Attorney; Jerome Frayer - DDA Director;

Kenneth Chapman - Deputy Fire Chief; Patty Braden - Library Director; Roberto Scappaticci - DPW

Director; Robert Pfannes - Police Chief

1. Agenda

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

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

Nays - None

Motion Carried Unanimously

2. Minutes

- A. Res. #23-145 Moved by William Wadsworth, seconded by Tina Talley, to approve the Minutes from the Regular Meeting held on Monday, May 8, 2023, at 7:30 p.m.**

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

Nays - None

Motion Carried Unanimously

- B. There were no special meetings held on Monday, May 8, 2023.**

3. Petitioner – None

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

Res. #23-146 Moved by Kathy Abdo, seconded by William Wadsworth, to adopt a resolution celebrating the 96th birthday of MaryAnn Ryznar.

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

Nays - None

Motion Carried Unanimously

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

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

Nays - None

Motion Carried Unanimously

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

- A. **Res. #23-147** Moved by **William Wadsworth**, seconded by **Tina Talley**, to concur with the Administration and introduce budget amendment 22/23-19 to cover the costs associated with the Campbell Annual Contract for the City Hall Municipal Complex, Senior Center, and Animal Shelter.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
General				
<u>Revenue</u>				
101-000-390.000	Fund Balance	\$-	\$18,200.00	\$18,200.00
<u>Expense</u>				
101-265-932.000	Heating & Cooling	\$60,427.22	\$10,000.00	\$70,427.22
101-430-932.000	Heating & Cooling	\$-	\$1,500.00	\$1,500.00
101-752-932.000	Heating & Cooling	\$-	\$6,700.00	\$6,700.00

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams
Nays - None

Motion Carried Unanimously

- B. **Res. #23-148** Moved by **Celeste Roscoe**, seconded by **Tina Talley**, to concur with the Administration and introduce budget amendment 22/23-20 to recognize the PCB Water Impairment Settlement revenue and the associated overtime expenses.

<u>FUND/DEPT. ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED BUDGET</u>
General				
<u>Revenue</u>				
202-000-677.000	Other Income	\$-	\$8,707.00	\$8,707.00
203-000-677.000	Other Income	\$1,000.00	\$8,707.00	\$9,707.00
<u>Expense</u>				
202-479-710.000	Overtime	\$2,500.00	\$8,707.00	\$11,207.00
203-479-710.000	Overtime	\$500.00	\$8,707.00	\$9,207.00

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Williams
Nays - None

Motion Carried Unanimously

- C. **Res. #23-149** Moved by **Tina Talley**, seconded by **William Wadsworth**, to concur with the Administration and authorize the Mayor and Clerk to enter into the vendor agreement between the City of Romulus, City of Wayne, and Charter Township of Van Buren respectfully, and Hegira Health, Inc. to facilitate mental health services for community members who have made contact with the police department and are in need, effective July 1, 2023, through June 30, 2024.

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

Nays - None

Motion Carried Unanimously

- D. **Res. #23-150** Moved by **Tina Talley**, seconded by **Celeste Roscoe** to rescind Romulus City Council Resolution 23-122, adopted May 1, 2022.

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

Nays - None

Motion Carried Unanimously

Res. #23-151 Moved by **Celeste Roscoe**, seconded by **Tina Talley**, to concur with the Administration and award Bid ITB 22/23-21 to the lowest, most responsive, responsible bidder, Core & Main LP, and Ferguson Waterworks for two-year fixed pricing for water hydrants and gate valves in the amounts indicated on the tabulation sheet.

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

Nays - None

Motion Carried Unanimously

- E. **Res. #23-152** Moved by **Kathy Abdo**, seconded by **Celeste Roscoe**, to concur with the Administration and approve the reappointment of Debra Hoffman with a term to expire April 11, 2026, and Candace Lewkowicz with a term to expire April 11, 2024, to the Municipal Library Board.

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

Nays - None

Motion Carried Unanimously

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

- A. **Res. #23-153** Moved by **William Wadsworth**, seconded by **Tina Talley** to approve the Study Session Request for Monday, June 5, 2023, at 6:15 p.m. to discuss the Quarterly Investment Report.

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

Nays - None

Motion Carried Unanimously

- B. **Res. #23-154** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to approve the 2023/2024 Proposed Municipal Fee Schedule for the City of Romulus to be effective July 1, 2023.

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

Nays -Williams

Motion Carried

- C. **Res. #23-155** Moved by **Kathy Abdo**, seconded by **William Wadsworth**, to concur with the recommendation of the Executive Advisory Committee and appoint Charles Lindenmuth to the Construction Board of Appeals with a term to expire on May 30, 2028.

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

Nays - None

Motion Carried Unanimously

Res. #23-156 Moved by **Tina Talley**, seconded by **Virginia Williams**, to concur with the recommendation of the Executive Advisory Committee and re-appoint Brian Lloyd to the Board of Zoning Appeals with a term to expire on June 30, 2025, and re-appoint Julie Allison as an alternate to the Board of Zoning Appeals with a term to also expire on June 30, 2025.

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

Nays - None

Motion Carried Unanimously

7. **Treasurer's Report – Stacy Paige, Treasurer**

8. **Public Comment**

A resident addressed the City Council regarding non-compliance of a section of the City Charter.

9. **Unfinished Business**

Councilperson Talley inquired about an update on the comments made by a resident regarding Beverly Road at the 5/8/23 regular meeting.

10. **New Business**

Councilperson Williams offered a motion to reject the utility rate increase but received no support for the motion. City Attorney Steve Hitchcock explained that no action was submitted to the Council regarding the rate increase. Councilperson Williams made comments about searching all other avenues to assist the Water and Sewer Fund without increasing rates on the residents.

11. **Warrant**

- A. **Res. #23-157** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 23-10 for checks presented in the amount of \$1,121,174.62.

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

Nays - None

Motion Carried Unanimously

12. **Communication**

Councilperson Talley commented on a past county event and past city events.

Councilperson Williams reminded residents of the Forgotten Harvest program and announced a neighborhood Juneteenth event.

13. **Adjournment**

Moved by **William Wadsworth**, seconded by **Kathy Abdo**, to adjourn the meeting at 8:40 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on May 22, 2023.

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

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



City of Romulus

Minutes

Council Meeting Held: **June 5, 2023**

Item No. B.

General Description: Approval of the Minutes from the Special Meeting - Study Session held on Monday, May 22, 2023, at 6:30 p.m. to discuss the Water Rate Study.

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
May 22, 2023**

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

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

1. Roll Call

Present: Kathy Abdo, John Barden, Tina Talley, William Wadsworth, Virginia Williams

Absent / Excused: Celeste Roscoe, Eva Webb

Administrative Officials in Attendance:

Julie Wojtylko, Chief of Staff

Ellen L. Craig-Bragg, Clerk

Administrative Staff in Attendance:

D'Sjonaun Hockenhull, Deputy Clerk; Stephen Hitchcock, City Attorney; Maria Farris, Finance Director;

Victoria Trush, Assistant Finance Director; Roberto Scappaticci, DPW Director

2. Moved by Tina Talley, seconded by William Wadsworth to accept the Study Session Agenda as presented.

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

Nays - None

Motion Carried Unanimously

3. Discussion: Water Rate Study

Brian Camiller from Plante Moran presented a PowerPoint on the proposed utility rate model. In the PowerPoint, Mr. Moran reviewed the objectives for the utility rate model, cost assumptions, ready-to-serve charge, and target working capital. The ready-to-serve charge will replace the administrative fee and will be based on the size of the meter. DPW Director Scappaticci, Finance Director Farris, and Mr. Moran answered the Council's questions regarding the airport's water consumption, the city's water supplier options, and the number of households under the category of low consumption.

4. Public Comment

A resident addressed the City Council regarding the number of low-volume households, property taxes, and the council's options regarding the proposed utility rate model.

A resident inquired if the City is paying the past-due balance of the water used by Highland Park and if grants are available to offset the costs of the proposed model.

A resident addressed the City Council about sticking to a time limit on the plan and any proposed capital outlay project.

A resident inquired about the Wayne County Airport and the selling of city vehicles.

5. Moved by William Wadsworth, seconded by Tina Talley, to adjourn the Special Meeting - Study Session at 7:28 p.m.

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

Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan, certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on May 22, 2023.

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

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



City of Romulus

Petitioner

Council Meeting Held: **June 5, 2023**

Item No. A.

General Description: Petition: Approval of a Block Party and Road Closure Request

Petitioner: Jennifer Madison

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, Clerk

Date: June 1, 2023

Re: Block Party Petitions – Jennifer Madison

On May 17, 2023, the Clerk's Office received a Block Party Petition Request by petitioner Jennifer Madison with the signatures of the property owners affected by the request. The petition was forwarded to the Assessing, Police/Ordinance, Public Works, and Fire Departments for their input and/or objections.

The above departments raised no objections. The Police Department commented that measures be in place to get emergency vehicles safely through the area in the event of an incident.

The recommendation is to approve the Block Party Petition for July 4, 2023, and the closing of Hearst Street, east of Chamberlin St., to the Dexter St. intersection for the block party event.

Hockenhull, D'Sjonaun

From: noreply@civicplus.com
Sent: Wednesday, May 17, 2023 10:14 AM
To: Clerk Mailbox
Subject: Online Form Submittal: Block Party Application

Categories: Green Category

Block Party Application

Applicant's Name	Jennifer Madison
Are you a resident of Romulus?	Yes
Applicant's Mailing Address	6220 Dexter St
City	Romulus
State	MI
Zip Code	48174
Phone Number	7343559941
Email Address	madisonjenn@comcast.net
Name of Event	4th of July Block Party
Date of Event	7/4/2023
Event Time (Start to Close)	3:00pm to 10:30pm
Location of Event	Boise Parkway West End - Dexter/Hearst/Chamberlin
Details of Event	Family and Community Block Party including music, food, bounce houses, and fireworks.
Are you requesting a street closure?	Yes
If yes, please list the the streets you are requesting to be closed	Hearst Street East of Chamberlin to Dexter St Intersection. No neighboring driveway blockage

Instructions for Uploading Documents

Applicant(s) must upload a copy of their Driver's License and a copy of the Event's Flyer or Postcard

Upload	<u>Block Party Petition Form.pdf</u>
--------	--------------------------------------

Do you need barricades from DPW?	Yes
----------------------------------	-----

Will the event block access to emergency services?	No
--	----

DISCLAIMER

Please review the link to the Block Party Petition Form.

The circulator of the petition must gather at least 51% of the property owners affected by the block party/event.

Before the request is submitted to Council for consideration, the City Clerk's Office will forward the request to respective departments for approval and input.

Required Form	<u>Block Party Petition Form</u>
---------------	----------------------------------

Electronic Signature Agreement	I agree.
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Electronic Signature	Jennifer Madsion
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Date Signed	5/17/2023
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Email not displaying correctly? [View it in your browser.](#)

July 4th Annual Block Party

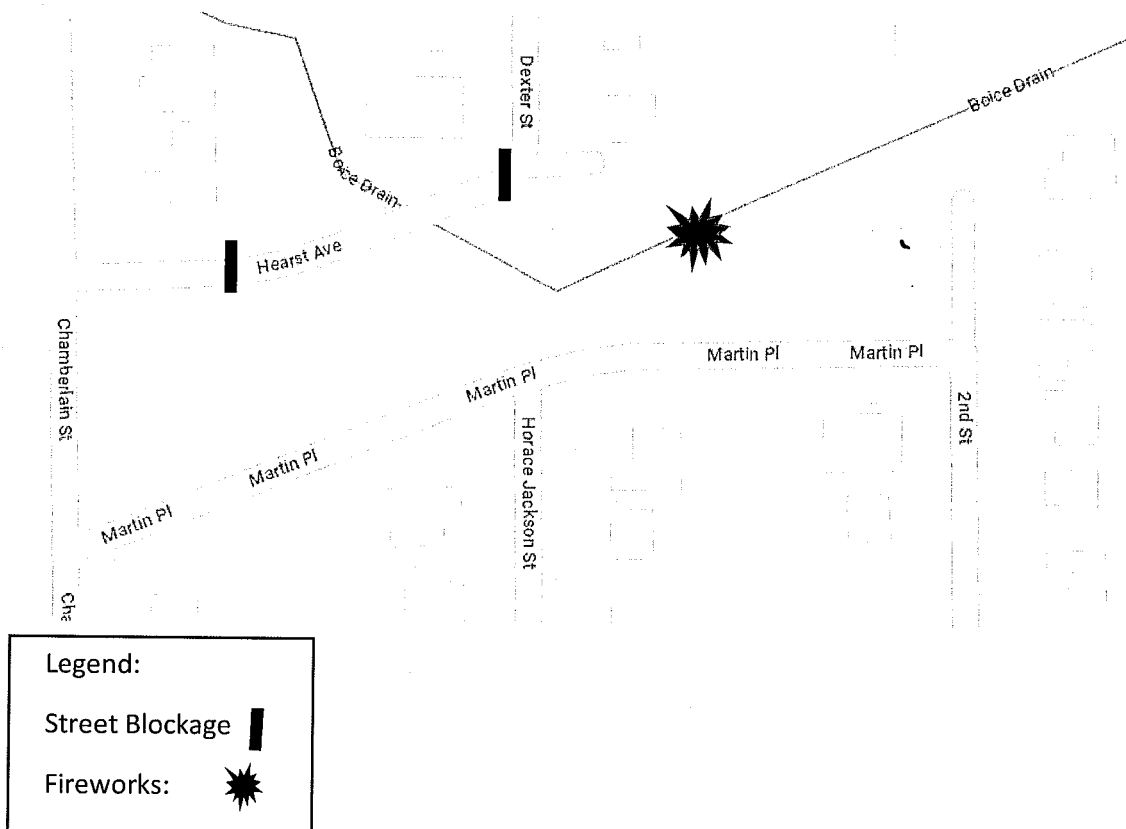
As is tradition we will be hosting festivities on the 4th of July

What to expect: Friends, Family, Community, Music, Food and Beverages, Kids Activities and for the Grand Finale...the Fireworks Show

Date: Tuesday, July 4th, 2023

Time: 3:00pm to 10:30pm

Location: Dexter/Hearst/Martin PL, Boice Parkway and surrounding neighbors, Romulus MI





RECEIVED

2023 MAY 17 A 11:41

City of Romulus

CITY OF ROMULUS
CLERK'S OFFICE

BLOCK PARTY REGULATIONS

Residents of the City of Romulus may petition the City Council to close streets in the City for the purpose of holding block parties. Block party petitions will be submitted to Council subject to the following conditions:

- A non-refundable \$25.00 block party application fee must be submitted to the Office of the City Clerk and made payable to the City of Romulus prior to the event.
- 51% of residents affected in the block(s) must sign the petition. Percentage will be verified by the City Assessor.
- Notification of event must be attached. (Flyer or postcard).
- Circulator must sign bottom of petition.
- Completed Petitions must be submitted to the City Clerk's Office, 11111 Wayne Rd, Romulus, by the **Monday the week prior** to the next scheduled City Council meeting.
- Before the request is submitted to Council for consideration, the City Clerk's Office will forward the request to the respective departments for approval.
- The street must be barricaded at each end and closed to vehicular traffic. All streets must be reopened by 9 p.m. or dusk, whichever comes first, and the street be reopened to traffic. To make arrangements to schedule drop off and pick up of barricades, please contact the Department of Public Works between normal business hours, Monday through Friday, 8:00 a.m. - 4:00 p.m. at 734-942-7579.
- Residents will be responsible for collecting and disposing of all trash and debris.
- The block party is subject to the City's Noise Ordinance Chapter 36, Section 36-162.
- Any questions or concerns please contact the City Clerk's Office at (734) 942-7540.

Assessor Use Only
Number of Properties Affected:
Number of Signatures Required:

BLOCK PARTY PETITION

RECEIVED

We, the undersigned of the 6000 block(s) of DEXTER
Number Street

2023 MAY 17 A 11:41

DEXTER and CHAPERIAN request the closing of our street in the
Street Street

CITY OF ROMULUS
CLERK'S OFFICE

City of Romulus on July 4, 2023 from 5 PM am/pm to 11 PM am/pm.
Date Time Time

ADDRESS	MUST PRINT NAME	SIGNATURE
<u>6220 DEXTER ST</u>	<u>JOSEPH MADISON</u>	<u>[Signature]</u>
<u>6627 DEXTER</u>	<u>CHARLON SLEDGE</u>	<u>[Signature]</u>
<u>6113 DEXTER</u>	<u>MACHELLE JAMES</u>	<u>[Signature]</u>
<u>6144 DEXTER</u>	<u>HERACE SOUTHERLAND</u>	<u>[Signature]</u>
<u>6231 DEXTER</u>	<u>SHARITA JAMES</u>	<u>[Signature]</u>
<u>6229 DEXTER</u>	<u>ALETHA ALEXANDER</u>	<u>[Signature]</u>

SIGNATURE OF CIRCULATOR: [Signature]

ADDRESS: 6220 DEXTER PHONE NUMBER: 731-778-9020

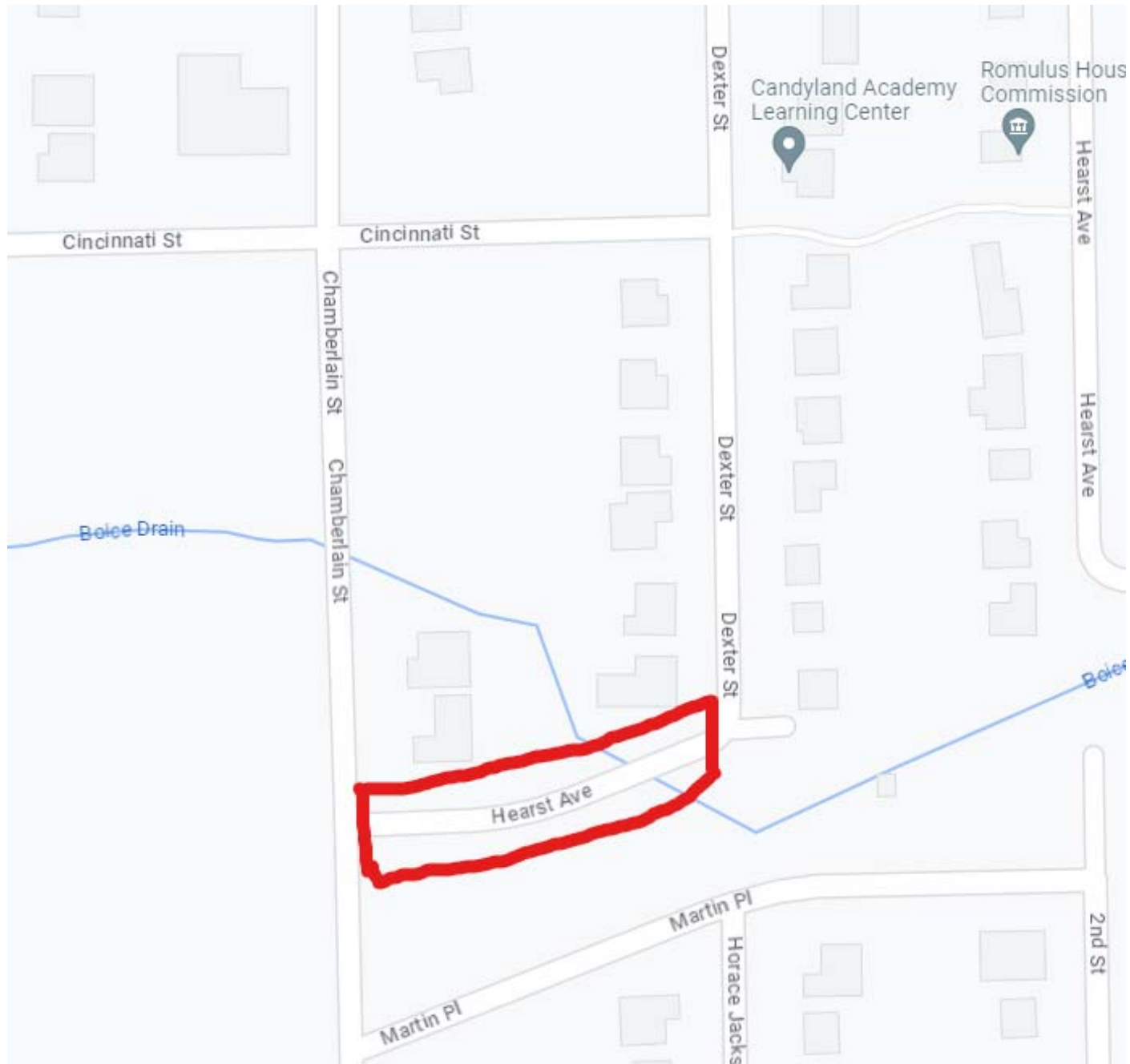
EMAIL: JOSEPH.MADISON@COMCAST.NET

(Please use back of this form for additional signatures.)

Completed petition must be submitted with copy of application and flyer to the Office of the Clerk by the Monday the week prior to the next scheduled City Council Meeting.

OFFICE USE ONLY

Rec'd on: _____	Approved _____
Assessor verified on: _____	Y _____ N _____
Sent to RPD: _____	Y _____ N _____
Sent to RFD: _____	Y _____ N _____
Sent to DPW: _____	Y _____ N _____





22	21	18	17	14	13	10	9	6	5	2	1
23	24	19	20	15	16	11	12	7	8	3	4
26	25	30	29	34	33	38	37	42	41	46	45
27	28	31	32	35	36	39	40	43	44	47	48
70	69	66	65	62	61	58	57	54	53	50	49
71	72	67	68	63	64	59	60	55	56	51	52
74	73	78	77	82	81	86	85	90	89	94	93
75	76	79	80	83	84	87	88	91	92	95	96
118	117	114	113	110	109	106	105	102	101	98	97
119	120	115	116	111	112	107	108	103	104	99	100
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123	124	127	128	131	132	135	136	139	140	143	144

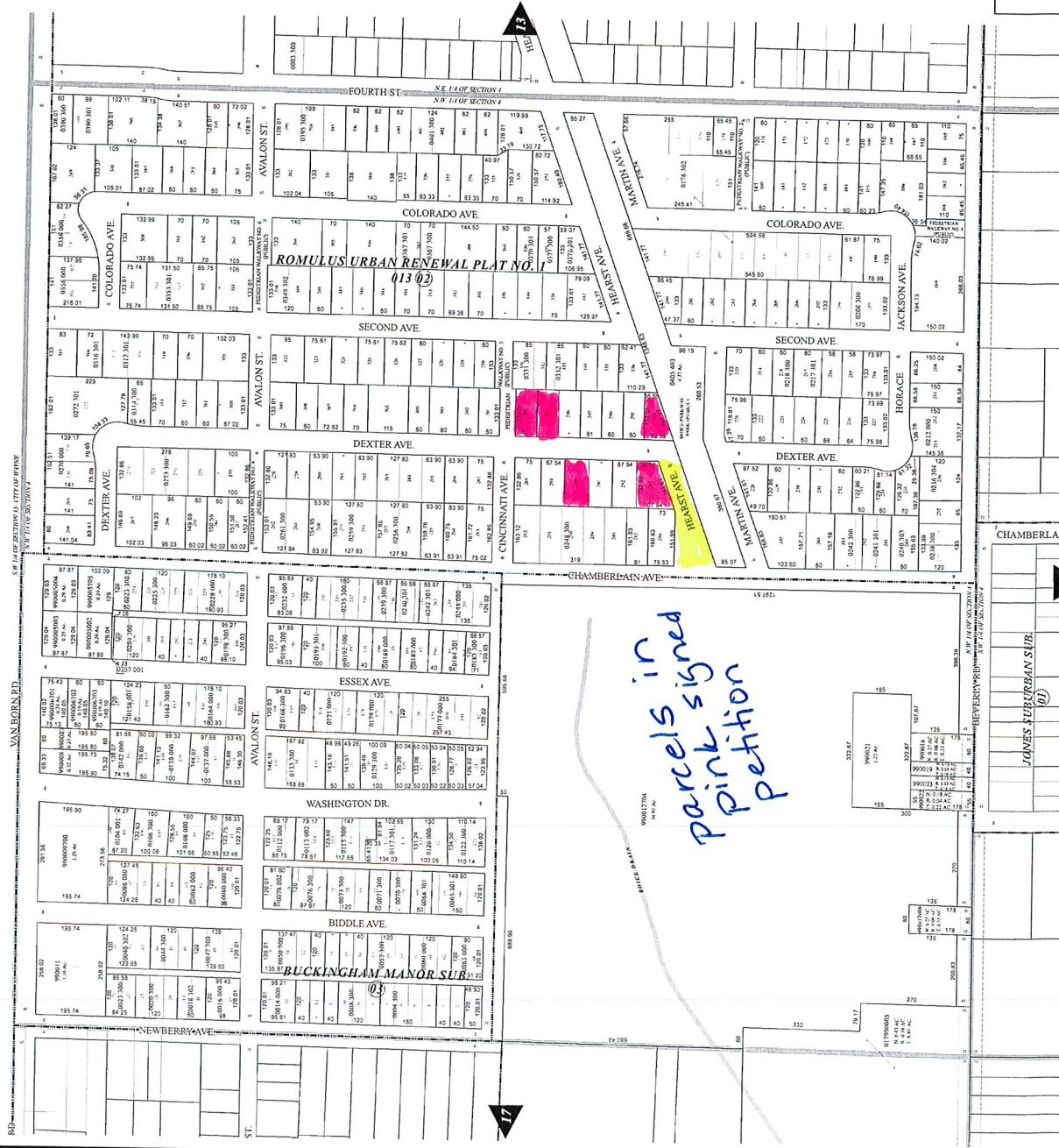
LAST UPDATED: FEBRUARY 10, 2020

Created:	6/14/11	8/7/16	1/13/18	6/27/19
Revised:	7/15/11	3/2/12	10/27/14	5/27/15
	7/15/16	12/16/16	11/14/17	4/29/18
	6/6/19	11/16/19	11/17/19	4/1/20
	3/17/20	6/27/20	4/17/20	5/11/20
	6/6/21	9/16/21	5/11/21	10/7/21
	5/2/22	5/27/22	9/23/21	9/4/20

N.W. 1/4 SECTION 4
CITY OF ROMULUS
 T.3S. R.9E.
 WAYNE COUNTY, MICHIGAN

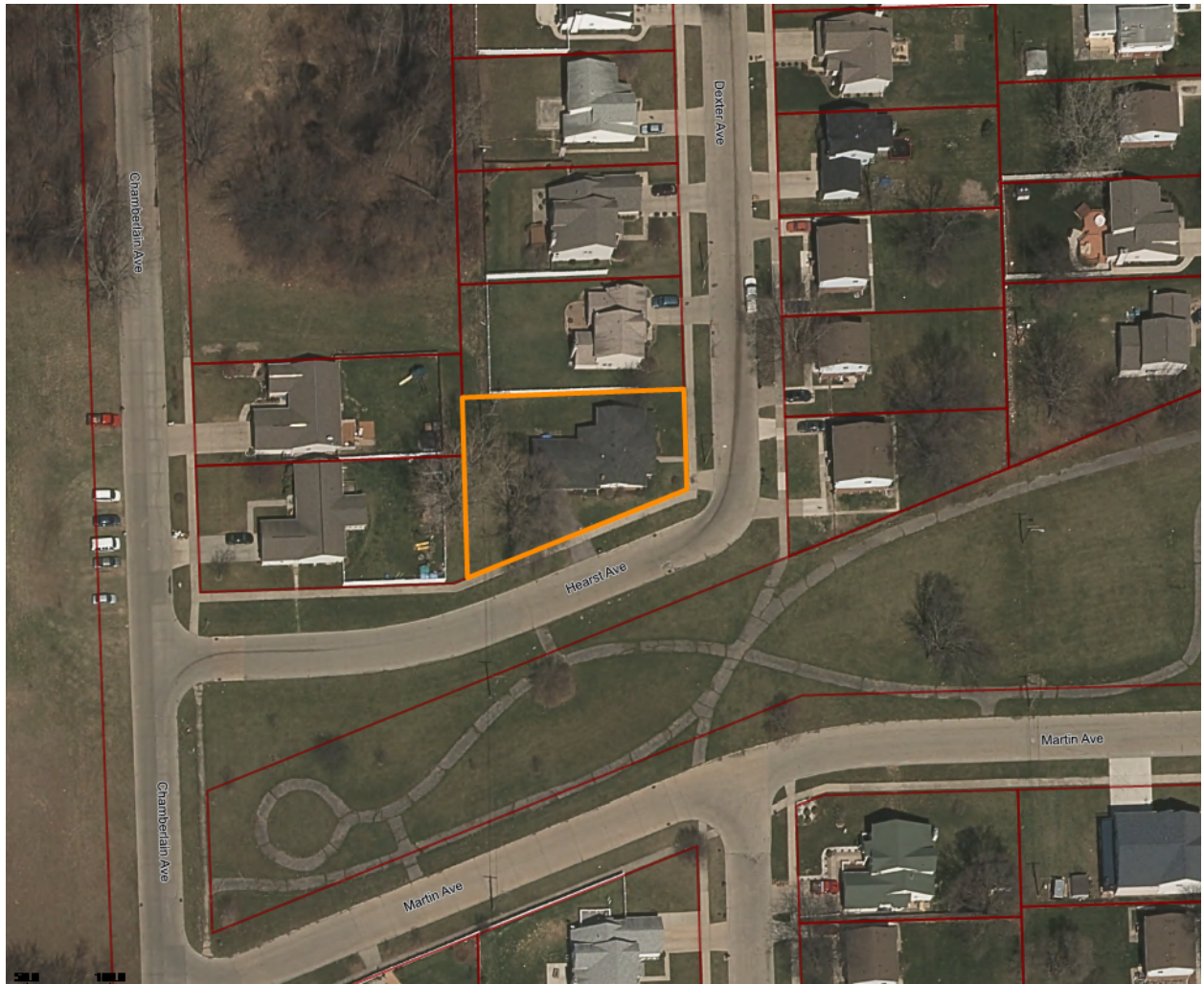
SCALE 1 INCH = 200 FEET

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City of Romulus

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

Council Meeting Held: **June 5, 2023**

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: **June 5, 2023**

Item No. A.

General Description: Huron River Drive (Pennsylvania Road to North Eureka Road) - Tri-Party Agreement - City of Romulus, Hennessey Engineers, 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: Huron River Drive (Pennsylvania Road to North Eureka Road) – Tri Party Agreement, City of Romulus, Hennessey Engineers, and MDOT
DATE: 6/1/2023

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 Tri Party Consultant agreement between Hennessey Engineering, the City of Romulus and the State of Michigan for Construction Inspection on the Huron River Drive Project. MDOT at a cost of \$113,424.91 with 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 22/23 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 Tri Party Consultant agreement between Hennessey Engineering, the City of Romulus and the State of Michigan for Construction Inspection on the Huron River Drive Project. MDOT at a cost of \$113,424.91 with 80% of this cost being 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: May 23rd, 2023

SUBJECT: Huron River Drive (Pennsylvania Road to North of Eureka Road) – Tri Party Agreement, City of Romulus, Hennessey Engineers, and MDOT

Mayor,

Attached is the Tri Party Consultant agreement for Construction Inspection on the Huron River Drive Project. This agreement is between Hennessey, the City of Romulus and the State of Michigan.

The attached agreement proposal outlines a construction service plan with a cost of **\$113,424.91**. **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 in fiscal 22/23.

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

Sincerely,



Roberto J. Scappaticci, Director of Public Works

s:\public works\administrative\admin documents\roads\huron river drive paving (2021)\tri party agreement\recommendation_memo-dpw hrd.docx

SUBCONTRACT NO.
CONTROL SECTION NO. STU 82000
JOB NO. 215684 CON

FED. PROJECT NO. 23A0146
FED. ITEM NO. _____

THIRD PARTY AGREEMENT

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

THIS CONTRACT, made and entered into as of this date, _____, by and between

Hennessey Engineers, Inc., 13500 Reeck Road, Southgate, MI 48195, hereinafter referred to as the

“CONSULTANT,” and the City of Romulus, 11111 Wayne Road, Romulus, MI 48174 hereinafter referred to as the “LOCAL AGENCY.”

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to complete HMA Rehabilitation on Huron River Drive a

STP-U _____ (type of funding) project within its limits; and

WHEREAS, the LOCAL AGENCY has assigned, Roberto Scappaticci

Director of Public Works (title) 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 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 Huron River Drive Improvements, said improvements

_____ to be hereinafter referred to as the “PROJECT:”

1.35 mi of HMA cold milling and resurfacing, joint and crack
repair, signing and pavement markings on Huron River
Drive from Pennsylvania Road to North of Eureka 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
STP-U _____ (type of funds)

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 8, 2023, 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 Thirteen Thousand Four Hundred Twenty Four dollars and Ninety One Cents (\$ 113,424.91). The fixed fee (profit) shall be the amount of dollars Eleven Thousand One Hundred Sixty Six dollars and Fifty Eight cents (\$11,166.58), which amount is included in the total amount of One Hundred Thirteen Thousand Four Hundred Twenty Four Dollars and Ninety One Cents (\$ 113,424.91) 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 60 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.

By: _____
TITLE:

By: _____
TITLE:

By: _____
TITLE:

By: _____
TITLE:

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

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

Attachment C Transportation Certification of Indirect Rate

Michigan Department
Of Transportation
5108L (01111)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

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

This certification is to provide assurance that the indirect (overhead) cost 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, for the prime contract as well as for each subcontract (first and second tier subcontract(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Title President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MOOT CONTROL SECTION(S)-JOB NUMBERS(S):	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY:	
PROJECT DESCRIPTION:	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	_____ to _____

I, the undersigned, certify that I have reviewed the indirect (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 rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE ☒ Prime ☒ Tier 1 Sub ☐ Tier 2 Sub			
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER (Must match prequalification file):	
COMPANY ADDRESS:	CITY:	STATE:	ZIP CODE:
EMAIL ADDRESS:	PHONE NO.:		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title):	SIGNATURE OF CERTIFYING OFFICIAL:
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[Clear Form](#)



FUNDS VERIFICATION FORM

DEPARTMENT: DPW

FUND NAME: Capital Outlay/Major Roads

ACCOUNT NUMBER/S: 202-463-980.000 HRD

PURPOSE FOR REQUEST:

Secure funds for HRD Tri Party Contract

AMOUNT OF EXPENDITURE: \$114000

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE: \$174,886.57

FINANCE DEPARTMENT APPROVAL: *Victoria Trush*

DATE: 5/26/2023



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 5, 2023**

Item No. B.

General Description: Piggyback on MiDeal Contract for the Purchase of a 2022 Ford Bronco

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: Piggyback on MiDeal Contract 071B7700181/171180000001104
for the purchase of a 2022 Ford Bronco
DATE: May 30, 2023

I concur with the recommendation of Kathy Hood, Assistant DPW Director and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the MiDeal Contract 071B7700181/171180000001104 for the purchase of a 2022 Ford Bronco in the amount of \$32,976.00 to replace the most worn out vehicle currently being used by the Building Department.

Victoria Trush, Assistant Finance Director, has verified that funds for the purchase are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account #661-258-970.138.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the MiDeal Contract 071B7700181/171180000001104 for the purchase of a 2022 Ford Bronco in the amount of \$32,976.00 to replace the most worn out vehicle currently being used by the Building Department.



MEMORANDUM

DATE: May 30, 2023
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on MiDeal contract #071B7700181/171180000001104 for the purchase of a 2022 Ford Bronco

Assistant Director of the Department of Public Works, Kathryn Hood is requesting to purchase a 2022 Ford Bronco totaling \$32,976.00 by Piggybacking on the State of Michigan's MiDeal Contract #071B7700181/171180000001104.

Please be advised that the City is not required to solicit competitive bids for this purchase under the exception to competition clause of the Romulus Purchasing Ordinance which allows for the piggybacking on a contract solicited and awarded by another agency and as further outlined in subsection 39-11(d)(10) of the Ordinance:

"The city's procurement by competitive sealed bids shall be waived and the city may piggyback on an existing extendable contract, where the materials, services or goods in combination with services are purchased from a state or local governmental agency's bid that has been sufficiently advertised and was the subject of sealed bids so that in the opinion of the purchasing director or their designee the procedure meets the intent of competitive sealed bidding under this chapter."

The solicitation of bids to obtain pricing for vehicles by the State of Michigan Department of Technology, Management and Budget (host agency) resulted in Gorno Ford being awarded the contract for Ford vehicles under their extended purchasing program, MiDeal (Contract term August 1, 2017-November 30, 2022. extended through November 30, 2024).

It is the recommendation of myself and DPW Assistant Director Kathryn Hood to proceed with the purchase. If you concur, please request Council's permission to Piggyback on the MiDeal Contract #071B7700081 for the purchase of one (1) 2022 Ford Bronco at a cost of \$32,976.00 from Gorno Ford.

Please note this vehicle will be replacing the most worn vehicle currently being used by the Building Department.

Victoria Trush, Assistant Financial Services Director, has verified that funds for this purpose are currently available in the Motor Vehicle Fund, Capital Outlay-Machinery & Equipment expense account (661-258-970.138).

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

Gary Harris
Purchasing Director

Interoffice Memorandum

TO: Gary Harris – Purchasing Director

FROM: Kathryn Hood – Assistant DPW Director

CC: Roberto Scappaticci – DPW Director
Robert McCraight – Mayor

DATE: May 25, 2023

SUBJECT: Request to piggyback on MiDeal contract
071B7700181/071180000001104 – Gorno Ford for purchase of one
2022 Ford Brono Sport

The Department of Public Works is requesting to piggyback on MiDeal contract 071B7700181/071180000001104 – Gorno Ford for purchase of one 2022 Ford Brono Sport in the amount of \$32,976.00.

This vehicle for Building Department use and replaces the most worn vehicle in the Building Department Fleet.

Funds for this purchase are budgeted for in account #661-258-970.138 Machinery and Equipment.

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

DATE: 5/25/23 **(BRONCO SPORT) (OSS)**

TO: ELIJAH SMITH, CITY OF ROMULUS
elsmith@romulusgov.com
734-955-8727 (DIRECT) (CELL) ????????

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: **CONTRACT # 071B7700181/171180000001104**
MiDEAL # 0050-4WDU 2022MY FORD BRONCO SPORT Base, 4x4, 1.5L EcoBoost,
8 spd. A/T, OXFORD WHITE/EBONY CLOTH, AM/FM/SYNC3, A/C, TPMS, DRL'S,
EASY FILL FUEL, AUTO-LAMP, PWR. WINDOWS/LOCKS/MIRRORS, REAR DEF.,
TILT/CRUISE, AIR BAGS, DISC BRAKES, BLIND SPOT INFO SYSTEM, LANE KEEPING –
SYSTEM, PRE-COLLISION ASSIST, REAR VIEW CAMERA, ROTARY GEAR SHIFT,
ELEC. TRACTION CNTRL., HILL START ASSIST, MESSAGE CENTER, ENGINE OIL COOLER,
225/65R17 ALL SEASON TIRES ON ALUM. WHEELS, ADVANCE TRACw/ROLL STABILITY –
CONTROL, SPLASH GUARDS, ALL WEATHER FLOOR LINERS

F.O.B. DELIVERED TO: ROMULUS, MI \$32,976.00
MSRP = (33,947.00)

Above quoted unit is currently in stock and is available on a “First Come First Serve” basis.

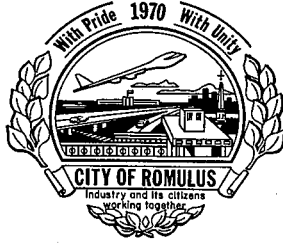
Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Romilus. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.



FUNDS VERIFICATION FORM

<u>DEPARTMENT:</u> DPW
<u>FUND NAME:</u> Machinery and Equipment
<u>ACCOUNT NUMBER/S:</u> 661-258-970.138
<u>PURPOSE FOR REQUEST:</u> Purchase Ford Bronco Sport for Building Department
<u>AMOUNT OF EXPENDITURE:</u> \$32,976.00
<u>SIGNATURE OF DEPARTMENT HEAD:</u> 
<u>FUNDS CURRENTLY AVAILABLE:</u> \$62,500.00
<u>FINANCE DEPARTMENT APPROVAL:</u> 
<u>DATE:</u> 5/25/2023



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 5, 2023**

Item No. C.

General Description: Piggyback on Omnia Partners Contract -SHI International Corp. City Wide e-mail Migration

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: Piggyback on Omnia Partners Contract #2018011-02 SHI
International Corp. City Wide e-mail Migration
DATE: May 31, 2023

I concur with the recommendation of Jennifer Madison, Assistant Director of Technology Services, and Gary Harris, Purchasing Director, and respectfully request Council's authorization to piggyback on the Omnia Partners Contract #2018011-02-02 for the exchange on Premises to Exchange Online Migration for city wide e-mail including Microsoft Exchange Software & Licensing for a total cost of \$21,840.00.

Victoria Trush, Assistant Finance Director, has verified that funds for the purchase are currently available in the Technology Services Fund, Capital Outlay Machinery & Equipment expense account #664-228-970.138.

Motion by _____, supported by _____, to concur with the administration and consent to piggyback on the Omnia Partners Contract #2018011-02-02 for the exchange on Premises to Exchange Online Migration for city wide e-mail including Microsoft Exchange Software & Licensing for a total cost of \$21,840.00.



MEMORANDUM

DATE: May 30, 2022
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: Piggyback on Omnia Partners Contract #2018011-02 SHI International Corp. City Wide e-mail Migration

Please be advised that the City is not required to solicit competitive bids for this purchase under the exception to competition clause of the Romulus Purchasing Ordinance which allows for the piggybacking on a contract solicited and awarded by another agency and as further outlined in subsection 39-11(d)(10) of the Ordinance:

"The city's procurement by competitive sealed bids shall be waived and the city may piggyback on an existing extendable contract, where the materials, services or goods in combination with services are purchased from a state or local governmental agency's bid that has been sufficiently advertised and was the subject of sealed bids so that in the opinion of the purchasing director or their designee the procedure meets the intent of competitive sealed bidding under this chapter."

Jennifer Madison, Assistant Director of the City of Romulus Technology Services Department, has requested the assistance of SHI International Corp. for the Exchange on Premises to Exchange Online Migration for city wide e-mail by piggybacking on Omnia Partners Contract #2018011-02. City Attorney Steve Hitchcock has reviewed and approved the agreement.

Omnia Partners Public Sector is a nationally approved cooperative purchasing organization for the public sector. All cooperative purchasing contracts available through Omnia Partners, Public Sector are competitively solicited and publicly awarded by a lead agency using applicable procurement laws and regulations.

The City of Mesa, Arizona acted as the host community for this Omnia Partners solicitation that resulted in a seven (7) year contract (March 1, 2018 – February 28, 2025) being awarded to SHI International Corp. The pricing submitted was per the contract and I am confident that the pricing obtained meets the intent of the competitive sealed bidding requirement of our ordinance.

It is the recommendation of Jennifer Madison and myself to proceed with the purchase and service. If you concur, please request Council's permission to piggyback on Omnia Partners Contract #2018011-02 for the Exchange on Premises to Exchange Online Migration for city wide e-mail including Microsoft Exchange Software & Licensing for a total cost of \$21,840.00.

Victoria Trush, Assistant Financial Services Director, has verified that funds for this purpose are currently available in the Technology Services Fund, Capital Outlay Machinery & Equipment Expense Account (664-228-970.138).

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

Gary Harris
Purchasing Director

INTEROFFICE MEMORANDUM

TO: Gary Harris, Purchasing Director
FROM: Jennifer Madison, Technology Services Assistant Director

SUBJECT: Recommendation to Piggyback onto Omnia Partners Contract for Microsoft Exchange Software and Licensing On Premises Upgrade to Online Migration

DATE: May 23, 2023

Following a review of the scope of work and time line available for Exchange account migration, it is my recommendation that the City of Romulus piggyback onto the Omnia Partners Public Sector Contract- IT Solutions & Services 2018011-02 awarded to SHI.

Please refer to the Exchange On Premises to Exchange Online Migration Statement of Work proposal concerning the summary and Professional Services terms.

The monies have been budgeted and approved in the appropriate Technology Services Fund, Capital Outlay – Machinery & Equipment – 664-228-970.138.

If you concur with my recommendation, please present to City Council for their approval.

If you require any additional information, please do not hesitate to contact me.

Thank you,



Jennifer Madison
Technology Services Assistant Director
City of Romulus



FUNDS VERIFICATION FORM

DEPARTMENT: Technology Services

FUND NAME: Technology Services Fund, Capital Outlay -
Machinery & Equipment

ACCOUNT NUMBER/S: 664-228-970.138

PURPOSE FOR REQUEST:

To Piggyback off existing OMNIA Contract #2018011-02 to perform migration, replacing our existing Microsoft Exchange On Premises to Exchange Online for city wide email.

AMOUNT OF EXPENDITURE: \$21,840.00

SIGNATURE OF DEPARTMENT HEAD:

FUNDS CURRENTLY AVAILABLE: \$25,380.00

FINANCE DEPARTMENT APPROVAL:

DATE: 5/22/2023



Exchange On Premises to Exchange Online
Migration

Statement of Work

For MI- City of Romulus

SHI International Corp.

SOW # 17564

May 4, 2023

Presented By
Christopher Owens
Account Executive, SHI
Christopher_Owens@SHI.com

Created By
Mike Catena
Presales Services Architect
mike_catena@shi.com

Table of Contents

1	Executive Summary.....	3
2	Project Description	3
2.1	In Scope	3
2.1.1	Discover Phase	3
2.1.2	Design Phase	3
2.1.3	Build Phase	4
2.1.4	Migrate Phase	4
2.1.5	Project Close-Out Phase	4
2.2	Deliverables.....	5
2.3	Project Specific Assumptions.....	5
2.4	Project Specific Customer Responsibilities.....	5
2.5	Out of Scope	6
2.6	Project Duration	6
2.7	Project Management.....	7
2.8	Success Criteria	7
2.9	Resources and Skills.....	7
3	Assumptions	8
4	Customer Responsibilities.....	9
5	Duties of SHI.....	10
6	Change Control Process.....	10
7	Project Initiation Process	10
8	Price and Payment Schedule	11
8.1	Payment Schedule	11
8.2	Travel Expenses	11
8.3	Billing Terms	11
8.3.1	Exception	11
8.4	Final Acceptance.....	12
9	Terms and Conditions	12
10	SOW Acceptance.....	12
11	Confidential	13
12	Billing Information.....	13
13	Project Location(s) & Contact Information	13

2.1.3 Build Phase

Exchange On Premise to Online Messaging & Identity Build

- Deployment and Configuration of Azure Active Directory Connect
- Exchange Hybrid Configuration Deployment
 - Upgrade Exchange to 2016/2019
 - Download and Run the Exchange Hybrid Configuration Wizard (HCW)
 - Confirm the creation of connectors in both Exchange On-premises and Online
 - Migrate at minimum one test mailbox from Exchange On-premises to Exchange Online
- Configure and test coexistence features
 - Mail routing
 - Client access
 - Free/busy
 - Test and validate mail flow and coexistence is working as designed
- Configuration of the Microsoft 365 Tenant with best practices to include:
 - External sharing & Guest Access
 - Compliance Retention Policies
 - Enable Audit logging
 - Block legacy authentication & mail protocols
 - Privileged Account setup
 - Exchange Online Protection setup

2.1.4 Migrate Phase

Exchange On Premise to Online Migration

- Pilot migration (<50) of mailboxes for testing
- Migrate mailbox data in batches (up to 250 users per batch)
- Complete any planned mail flow changes
- Post Go Live Support (1-day after batch migration)

2.1.5 Project Close-Out Phase

Exchange On Premise to Online Project Close Out

- Revisit the project scope to assure completion
- Transfer of knowledge and deliverables
- Project Closeout meeting within 2 weeks of migration

1 Executive Summary

MI- City of Romulus ("Customer") has engaged SHI International Corp. ("SHI") to assist with their Exchange 2013 on premises to Exchange Online migration. SHI will accomplish this by first assessing the customers current Exchange and AD environment before working with the customer to plan for the migration. Finally, SHI will migrate all mailboxes from Exchange on Premises to Exchange Online ("Services").

2 Project Description

SHI shall provide the following Services to Customer on a fixed cost basis.

- 262 Users
- 318 Mailboxes
 - 299 User Mailboxes
 - 11 Shared Mailboxes
 - 0 Inactive
 - 8 Special Mailboxes (room / resource mailboxes)
- 0 Public Folders
- 84 Distribution Groups

2.1 In Scope

2.1.1 Discover Phase

Exchange On Premise to Online Discovery & Assessment

- Assessment of Customer's existing Active Directory environment including:
 - Review User Principal Names (UPN)
 - Active Directory Objects
 - Replication health
 - Run idFix Tool
- Assessment of Customer's existing Exchange environment including:
 - Mail flow, Transport Rules, Relays, Permissions, Journaling, Archiving, Retention, ActiveSync
 - Mailbox sizing
 - Current Exchange Versions
 - Hybrid & Migration Strategy
 - SSL Certificates
 - Firewall Rules

2.1.2 Design Phase

Exchange On Premise to Online Design & Planning

- Analysis and planning for a Hybrid Exchange Online Migration
- Develop and provide an environmental remediation plan and high-level migration plan
- Develop and review Design Document with the customer for approval

2.2 Deliverables

All documents included in this section will be provided to the Customer.

- Design Document
- Migration Plan

2.3 Project Specific Assumptions

- All work will be performed remotely.
- Target Microsoft 365 Tenant is procured, activated and licensed appropriately to allow SHI to perform the services in this proposal.
- Azure Active Directory is a Single Forest and Single Domain for the source and destination tenants.
- Azure AD Connect must be installed on a domain-joined Windows Server 2016 or later. See additional requirements here.
- Office clients meet minimum requirements for Microsoft 365: Office 2016 Versions prior to 16.0.4600.1000 of Office 2016 (With the November 2017 Update, KB 4051890) or later
- Mobile Devices / Mac PC (iPhones, Androids, etc.): It is assumed that the customers will support mobile device and MAC PC users during this migration.
- Outlook Profiles should self-configure via Autodiscover. However, in some scenarios the profiles may need to be forced to rediscover the mailbox location. This may include the re-provisioning of the Outlook Profile. Update of these Outlook clients and profiles is the responsibility of the customer.
- SHI consultants will have adequate administrative access and connectivity to perform the tasks required for the project. For the purposes of Active Directory, Exchange, and Microsoft 365 Migration and Upgrade Projects, Organizational Management and Domain Admin credentials on the domain and Global Administrator for the Microsoft 365 Tenant.

2.4 Project Specific Customer Responsibilities

- Customer is responsible for Migration Wave Planning, and should take into account delegates, calendar access, and shared mailboxes.
- Customer is responsible for any remediations including Exchange and Active Directory.
- Customer to ensure all routable domains have been verified.
- Customer environment and equipment as adequate resources or bandwidth to complete the migration.

2.5 Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- User licensing assignment in the Microsoft 365 tenant that are not one for one. (i.e., E5 to E5)
- Active Directory / Microsoft Exchange Remediation
- Support and configuration of 3rd Party Identity Providers (Okta, Ping, One Login, etc.)
- Hardware or host configuration to fix any deficiencies or troubleshooting
- Updating PCs or Domain Controllers requiring Service Packs or registry edits to work with Microsoft 365
- Encrypted Emails: For all Source email systems, any email sent or received using encryption methods will not migrate. The emails will need to be decrypted before they can be migrated
- Migration of any Offline Archives into Microsoft 365. If offline PST archives are attached to the existing Outlook profile, these may need be re-attached to the new profile as they were before as offline PST archives.
- Automated configuration of mobile devices, Outlook Virtual Desktops, and Mac native or Outlook mail clients. Note: As part of the automated end user communications, easy to follow mobile device set up instructions are provided.
- POP/IMAP migrations for data stored locally on Macs, PC's running Outlook 2003, or non-Outlook email clients
- Mailboxes that the mailbox and archives are over 80 Gb
- Dynamic Distribution Groups or nested mail enabled groups migration
- Dynamics 365, Power Platform, OneDrive for Business, SharePoint Online and Microsoft Teams deployments
- Setup of Multi-factor Authentication
- AD FS implementation and/or seamless Single Sign-On to AD FS configuration.
- Any applications (Enterprise Applications) integrated with Azure AD Group permissions and/or for SSO need to be set up in the new tenant after the migration
- Decommission of legacy Microsoft Exchange environment
- Public Folder migration

2.6 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is **2-3 Months**.*

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

2.7 Project Management

SHI will provide a Project Manager to work with the Customer to see the engagement through to completion. The SHI Project Manager will cover items such as, but not limited to:

- Leading the engagement to achieve the scope as described in this Statement of Work.
- Conducting a project kick off and creating a project schedule to ensure that the project is executed on time and on budget.
- Responsible for coordinating resources based on the project scope and their expertise as well as establishing roles and responsibilities.
- Communicating status updates which includes action items, issues and risks as well as developing and facilitating mitigation plans.
- Executing change requests to project scope, schedule, and or cost as needed.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Initiating project closure to confirm deliverables were achieved and request project acceptance.

2.8 Success Criteria

The project milestones and success criteria for each milestone are as follows:

1. **SOW Signature:**
 - a. Customer and SHI sign this agreement.
2. **Project Close**
 - a. Customer agrees there are no outstanding action items or tasks.
 - b. Customer agrees all documentation has been received.
 - c. Customer Project Sponsor signs the *Project Close* form indicating all project objectives were accomplished.

2.9 Resources and Skills

SHI will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

Title	Role Description	Involvement
Solutions Architect/Consultant	Part time SHI resource(s) responsible for all aspects of delivery including but not limited to analysis, design, build, test and migration activities.	Part-Time
Project Manager	Part time SHI resource responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	Part-Time

3 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for Knowledge Transfer is throughout the project. Customer is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours must be previously agreed upon by both parties and scheduled in advance.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

4 Customer Responsibilities

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact"). The Customer Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project.
4. Making the necessary administrative usernames and passwords available to the designated SHI resource if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within SHI, if required.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Title	Role Description	Involvement
Sponsor / Project Manager	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
IT Resource(s)	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

5 Duties of SHI

SHI shall provide the Services and the SHI Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
 - a. keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of Customer periodically to review the work of SHI personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

6 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written "Change Request" will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Customer will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price.

7 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Customer's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the Kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project will be documented in these minutes. If Change Orders are necessary due to changes, that process will be initiated after the Kick-off meeting.

8 Price and Payment Schedule

SHI proposes to deliver the Services described here for a fixed price for the fees set forth below:

Program Component	Fee
Exchange On Premises to Exchange Online Migration	\$21,840.00

The pricing demonstrated in the table above is valid until this document is fully executed or 60 days from May 4, 2023, whichever comes first. Upon becoming fully executed, the pricing shall be honored for the duration of this SOW.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

8.1 Payment Schedule

The following table describes the project milestones. When these are completed and approved by Customer, SHI will invoice the specified amount.

Billing Milestones	Fee
SOW Signing	\$10,920.00
Project Close	\$10,920.00
Total	\$21,840.00

8.2 Travel Expenses

No travel is required for this project.

8.3 Billing Terms

SHI will request the approval of Customer when a milestone (see Payment Schedule above) has been completed. Upon receipt of Customer's approval, SHI will invoice Customer for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the "Billing Information" section unless otherwise specified in "Exception" section below.

8.3.1 Exception

No exceptions apply.

8.4 Final Acceptance

At the completion of the work SHI will provide a "Project Acceptance Form" for execution by Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within fifteen calendar days after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI will invoice the Customer for the remainder of the price due to SHI.

9 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the Services agreement Omnia Partners - IT Solutions ("Agreement") between MI- City of Romulus and SHI with an Expiration Date of Feb 28, 2025.

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

10 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The Customer Contact signing this document has the authority to do so.

MI- City of Romulus		SHI International Corp.	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	
Purchase Order			

11 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI. This restriction does not limit Customer's right to use information contained in this document if it is obtained from another source without restriction.

12 Billing Information

The location(s) of services to be provided and billing contact is:

Billing Information
Company Name MI-City of Romulus
Street Address 11111 Wayne Road
City, State, Zip Code Romulus, MI 48174
Contact Name and Title
Contact Phone Number and E-mail Address

13 Project Location(s) & Contact Information

Site Information
Work to be completed remotely

Customer Professional Services Terms

These terms and conditions shall govern the rights, remedies and obligations of SHI and Customer as to the services to be furnished under the selected SHI Statement of Work (SOW), (collectively, the "Agreement") by and between Contractor (defined below) and the party signing the SOW ("Customer") (hereinafter collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, Contractor is in the business of, and has expertise in, providing certain services, as hereinafter described; and

WHEREAS, Customer wishes to obtain through Contractor and Contractor wishes to provide to Customer such Services;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth herein, the Parties agree as follows:

Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of the Agreement, shall have the meanings indicated below unless the context otherwise requires:

- A. "Affiliate" means any entity which controls, is Controlled by or is under common control with one of the Parties to this Agreement. "Control" or "Controlled" means beneficial ownership (direct or indirect) of the subject entity.
- B. "Commercially Reasonable" means taking all such steps and performing in such a manner as a well managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- C. "Contractor" means one of the following, depending on which SHI office signs the SOW:
 - If the SOW is signed by SHI International Corp.:
"Contractor" means SHI International Corp., a New Jersey corporation with offices at 290 Davidson Ave., Somerset, NJ 08873.
 - If the SOW is signed by SHI/Government Solutions, Inc.:
"Contractor" means SHI Government Solutions, Inc., a Texas corporation with offices at 3828 Pecana Trail Austin, TX 78749.
 - If the SOW is signed by StrataScale Solutions, LLC:
"Contractor" means StrataScale Solutions, LLC, a Delaware Limited Liability Company with offices at 3828 Pecana Trail Austin, TX 78749
 - If the SOW is signed by SHI Canada ULC:
"Contractor" means SHI Canada ULC, a Canadian corporation with offices at 895 Don Mills Road, Tower II, Suite 400, Toronto, Ontario M3C 1W3.
 - If the SOW is signed by SHI Corporation UK Limited:
"Contractor" means SHI Corporation UK Limited, with offices at 3rd Floor, 401 Grafton Gate, Milton Keynes, Buckinghamshire, England MK9 1AQ.
 - If the SOW is signed by SHI Global IT Solutions Ireland Ltd:
"Contractor" means SHI Global IT Solutions Ireland Ltd, with offices at Pembroke House, 28 - 32 Pembroke Street Upper, Dublin 2, Ireland.
 - If the SOW is signed by SHI International SAS:
"Contractor" means SHI International SAS, with offices at 22-24, rue du Gouverneur Général Eboué 92130 Issy Les Moulineaux, Paris, France
 - If the SOW is signed by SHI International Corp Hong Kong Limited:
"Contractor" means SHI Hong Kong, with offices at Suite 601, 6/F, New World Tower, 16-18 Queen's Road Central, Central, HK Hong Kong
 - If the SOW is signed by SHI Singapore Solutions Pte. Ltd:
"Contractor" means SHI Singapore Solutions Pte. Ltd, with offices at One Raffles Place, #20-61 Tower 2, Suite 2032, Singapore 048616
- D. "Deliverables" means those work products, reports, documentation, and schedules to be developed and provided by Contractor to Customer in regard to the Services, as described in the SOW.
- E. "Site" means the office or other location, as designated by Customer in an SOW, for which the Services are intended, to which the Services are to be delivered or where the Services are to be carried out (if it is not to be performed at Contractor's own facility), as the case may be.
- F. "SOW" or "Scope of Work" means a document, mutually agreed by the Parties, which references these terms and conditions and describes the Services and Deliverables to be provided, the associated schedule and price, and any special conditions applicable to that SOW.
- G. "Subcontractor" means the firm, person, or corporation at any tier having a contract with Contractor for the performance of any part of the Services.
- H. "Services" means all services, labor, materials, equipment, and supplies provided by Contractor under an SOW.

Article 2 - Rules of Interpretation

- A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.
- B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.
- C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience and have no effect on the nature, extent, construction and meaning of this Agreement.
- D. In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:

1. The SOW;
2. Amendments to this Agreement, if any;
3. Attachments to this Agreement in the order in which they are listed; and
4. This Agreement;

unless such inconsistency relates to modification to the Indemnification, Rights in Deliverables, Representations and Warranties, or Limitations of Liability Articles herein, in which case such modification must specifically state that it is amending this Agreement as so stated. This Agreement shall govern and supersede any preprinted terms and conditions on or attached to any Purchase Order or other document submitted by Customer to Contractor, which are null and void with respect to this Agreement.

- E. If copies of documents are referenced or incorporated in this Agreement, they shall be read as originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Documents that are referenced shall have the same force and effect as if contained in their entirety.
- F. Notwithstanding the general rules of construction, both Customer and Contractor acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

Article 3 - Scope of Agreement

- A. This Agreement is not a commitment on the part of Customer to purchase Services from Contractor. Services will be purchased on an "as ordered" basis through the execution of one or more SOW documents, directing Contractor to perform the Services and provide the Deliverables.
- B. Each SOW shall, at a minimum, contain the following:
1. The incorporation of this Agreement by reference;
 2. The location where the Services will be performed;
 3. A detailed description of the Services, including, but not limited to, performance standards and criteria, Deliverables, and/or specifications;
 4. Price, including any applicable fees, expenses, not-to-exceed amounts, type (fixed price, time and material, unit price) and payment terms;
 5. The SOW term and Schedule;
 6. Acceptance criteria;
 7. The signatures of the Parties' authorized representatives and dates of signature.

Article 4 - Term of Agreement, SOW

- A. This Agreement shall be effective on the last date of signature of the SOW (the "Effective Date") and continue in effect for three years thereafter, unless otherwise mutually extended by the Parties, or if terminated in accordance with this Agreement.
- B. The individual SOW shall be effective on the Effective Date, and shall continue in effect through the end of the stated term of the SOW, unless earlier terminated in accordance with this Agreement.

Article 5 - Rights in Deliverables

- A. Unless otherwise specifically agreed to in a SOW, any and all Deliverables created, developed, or prepared by Contractor, its employees or Subcontractors shall be deemed a "work for hire" for the sole benefit of and belonging exclusively to Customer. To the extent any Deliverable is not deemed a "work for hire" by operation of law, Contractor hereby irrevocably assigns, transfers and conveys, and shall cause its Subcontractors irrevocably assign, transfer and convey to Customer all of its and their right, title and interest in all Deliverables under the SOW, including, but not limited to, all rights of patent, copyright, trade secret and other proprietary rights in such Deliverable. All other intellectual property rights and other proprietary rights in and to the Services, and information, know-how and processes developed by Contractor, or anyone acting on Contractor's behalf arising from the Services performed hereunder shall be the sole and exclusive property of Contractor and shall not be claimed to be owned by Customer or their employees.
- B. Contractor shall provide to Customer all Commercially Reasonable assistance, execute such documents, and take all such other actions, which may be reasonably required to perfect the foregoing rights to the Deliverable including, but not limited to, directing its employees to execute all applications for patents and/or copyrights, assignments, and other papers necessary to secure and enforce Customer's rights to such Deliverable.
- C. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.
- D. In the event and to the extent that the Deliverable contains any Confidential Information of Contractor and/or pre existing proprietary software, items, elements, tools, and/or scripting of Contractor, Contractor shall specifically identify such information, software, items, elements, tools, and/or scripting in the applicable SOW (including whether Contractor or a third party is the owner, and if a third party is the owner, a copy of the license terms, if different from the following, shall be provided in writing to Customer for approval prior to Customer signing the SOW) and Contractor shall be deemed to have granted

and hereby grants to Customer a nonexclusive, perpetual, royalty-free, irrevocable, transferable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt, modify, display and perform (publicly or otherwise), distribute, and make derivative works of such information, software, items, elements, tools, and/or scripting. Third party owned software, items, elements, tools, and/or scripting will be subject to the license terms of the third party owner, provided such terms are disclosed to and approved by Customer prior to execution of the applicable SOW. Contractor shall not incorporate any third party intellectual property in any Deliverable except as expressly permitted in the SOW.

Article 6 - Invoicing, Terms of Payment, Price and Tax

- A. All invoices shall be submitted to the remit-to address specified in an SOW, submitted as specified in this Agreement, and shall reference the SOW number.
- B. Subject to reconciliation with the terms of this Agreement, including verification that the Services were satisfactorily delivered, the invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after receipt of a valid invoice at the above referenced remit-to address.
- C. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify Contractor of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice and paid net fifteen calendar days thereafter.
- D. Price
The Price to be paid by Customer to Contractor for the Services shall be specified in the SOW.
- E. Tax
 - 1. Customer will be responsible for payment of any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Services and/or products provided under this Agreement. Taxability will be calculated based on the location the Services were performed.
 - 2. When Contractor is authorized to collect such taxes, they will be separately stated on Contractor's invoices and reported and paid to appropriate taxing authorities by Contractor. For locations where Contractor is not authorized to collect such taxes, no tax will be shown on Contractor's invoice, and, if applicable, customer will be responsible for remitting such tax payments directly to the appropriate taxing.
 - 3. At Customer's request, Contractor will, to a Commercially Reasonable extent, file any certificate or other document which may cause any such tax to be avoided or reduced, and cooperate with Customer in contesting any such tax or in claiming, on Customer's behalf, refunds of any such taxes paid by or on behalf of Customer.
 - 4. All other taxes, including, but not limited to a Party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the Party that incurs the tax liability

Article 7 - Contractual Relationships

- A. Customer/Contractor Relationship: Contractor shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Customer in performing the Services under the Agreement. It is the intent of the Agreement that the relationship of Customer and Contractor be that of the "customer" and "independent contractor". As an independent contractor, Contractor shall determine the means and methods for satisfactorily performing the Services.
- B. No Privity with Subcontractors: Any provision herein referring to Contractor's Subcontractors, describing how subcontracts may be authorized by Customer or requiring Contractor to incorporate a provision hereof in agreements with its Subcontractors, agents or assigns shall not create privity of contract between Customer and such Subcontractors, their agents and assigns.

Article 8 - Indemnification

- A. Each Party (the "Indemnifying Party") shall, to the extent permitted by law, indemnify, defend and hold harmless the respective employees, officers, directors, agents and representatives of the other Party (the "Indemnified Party") from and against any and all third party liabilities, actual or alleged claims, actions, losses and damages (collectively "Claims") to the extent caused by or arising out of the gross negligence, willful misconduct, or violation of law of the Indemnifying Party or any agent of the Indemnifying Party in the course of its performance under this Agreement, including but not limited to personal injury, death, damage to property (tangible or intangible), infringement of intellectual property rights, and/or injury, sickness, or disease to persons (including death), infringement of civil rights or other tortious acts settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation expenses. This indemnity shall apply to all Claims against the Indemnified Party made or threatened by, or in the name of or on behalf of the Indemnifying Party's employees which arise in the course of their employment. The Parties hereby waive any defense they may otherwise have under applicable workers compensation laws.
- B. The Indemnified Party shall provide timely written notice to the Indemnifying Party of any claim, loss, suit, demand or lien under this Article, which it becomes aware of; but the Indemnified Party's failure to promptly notify the Indemnifying Party will only affect Indemnifying Party's obligations hereunder to the extent that such failure prejudices Indemnifying Party's ability to defend the Claim.
- C. The Indemnifying Party shall assume exclusive control of the claim, loss, suit, demand or lien and the Indemnified Party shall provide reasonable assistance in the defense of the Claim at the Indemnifying Party's expense. The Indemnifying Party may: (a) use counsel of Indemnifying Party's own choosing (subject to the Indemnified Party's written consent) to defend against any claim; and (b) settle the claim as the Indemnifying Party deems

appropriate, provided that the Indemnifying Party obtains the Indemnified Party's prior written consent before entering into any settlement which will impact the Indemnified Party's rights under this Agreement. The Indemnified Party may also, at its own expense, assume control of the defense and settlement of the Claim at any time.

- D. If the Indemnified Party is obligated to respond to a third party subpoena or other compulsory legal order or process as a result of a Claim, the Indemnifying Party will reimburse the Indemnified Party for reasonable attorneys' fees, as well as time and materials costs incurred in responding to such third party subpoena or other compulsory legal order or process.

Article 9 - Limitation of Liability

- A. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

Article 10 - Confidential Information

- A. If a Party to this Agreement, its subcontractors and agents (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other Party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:
1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
 2. The Receiving Party is hereby granted a limited, non-exclusive, royalty-free, non-transferable, worldwide right and license to use the Disclosing Party's Confidential Information according to the terms of this Agreement.
 3. The Receiving Party shall use at least the same degree of care to protect the Confidential Information from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss and alteration of such Confidential Information.
 4. The Receiving Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its customers, prospective customers, suppliers, strategic partners, Affiliates or investors, or in any other manner to compete against the Disclosing Party.
 5. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to an Affiliate, consultant, attorney, subcontractor, or potential subcontractor who needs to know the Confidential Information for the performance of this Agreement and provided that they agree to be bound by the terms and conditions of this Article or another written agreement sufficient to require them to treat Confidential Information in accordance with this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.
- B. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing ("Summary") and furnished to the Receiving Party within thirty days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (3) all trade secrets and intellectual property owned or licensed by the Disclosing Party; and (4) all personal information about individuals contained in the Disclosing Party's records (including, without limitation, names, addresses, social security numbers, and credit card and other financial information). The terms of this Agreement, along with the fact of this Agreement's existence, are the Confidential Information of both Parties.
- C. Each Party shall endeavor to keep to a minimum the amount of Confidential Information that is furnished to the other upon which restrictions are imposed.
- D. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information:
1. was previously rightfully known by the Receiving Party free of any obligation to keep it confidential; or
 2. is or becomes publicly known through no wrongful act of the Receiving Party; or
 3. is independently developed by the Receiving Party without reference to, use of, or access to the Confidential Information of the Disclosing Party.
- E. If Confidential Information is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, the Receiving Party shall give the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in damages for any disclosure of Confidential Information pursuant to judicial decree or government regulation.

F. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of three years after receipt of such Confidential Information, or such time as may be required by federal or state law or regulations, whichever shall last occur. Upon the expiration of this Agreement, written request of the Disclosing Party or the Receiving Party's determination that it no longer has a need for such Confidential Information, the Receiving Party shall return all Confidential Information and copies in tangible form thereof or certify in writing that it has destroyed all Confidential Information and copies in tangible form thereof. Notwithstanding the foregoing, neither Party is obligated to return or destroy Confidential Information that (a) it is required by law or regulation to retain, (b) is commingled with other information or documents of the Receiving Party if it would pose a substantial administrative burden to destroy such Confidential Information, or (c) is contained in an archived computer system or backup made by the Receiving Party in accordance with its standard security or disaster recovery procedures, provided in each case that: (i) such retained documents will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures; and (ii) that the Receiving Party remains fully subject to the obligations of confidentiality in this Agreement until the later of the eventual destruction or the termination or expiration of the confidentiality obligations set out in this Agreement. G. The rights, duties and obligations of the Parties with respect to all Confidential Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Article.

Article 11 - Representations and Warranties

- A. Contractor represents and warrants the Services and Deliverables will conform in all material respects to the specifications and requirements therefor as set forth in SOWs and/or this Agreement and will be free of material defects for ninety days commencing with Final Acceptance of the Services and Deliverables unless otherwise specified in the SOW (the "Warranty Period").
- B. Contractor represents and warrants that it is authorized to execute the Agreement, is qualified to perform the Services, has all necessary licenses, consents, approvals, permits and authorizations required to perform the Services, has the right to provide the Services without violating any obligation to or any rights of any third party, including, without limitation, any third party's intellectual property rights, will perform all Services hereunder in accordance with any and all applicable laws, regulations, rules and orders, and has good title to the goods, materials, supplies and equipment constituting the Services, free from all liens, encumbrances and claims of others.
- C. If during the Warranty Period, (1) a material defect or nonconformity occurs or appears in the Services or Deliverables, or (2) any part of the Services or Deliverables becomes materially defective or fails due to defects in workmanship, or due to Contractor's negligence, or (3) the Services or Deliverables fail otherwise to materially meet the requirements of the Agreement, upon notification by Customer, Contractor shall promptly correct any such defects or nonconformities hereunder by repair, replacement or reaccomplishment as determined by Contractor with due regard for the integrity and scheduling of the project (of which the Services is a part) as a whole.
- D. Contractor represents and warrants that it will perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry. While at any Customer site, Contractor and its Subcontractors shall comply with Customer's policies, rules and reasonable requests regarding personal and professional conduct (including the wearing of an identification badge and adhering to safety, behavior and security practices and procedures) generally applicable to such premises.
- E. The Services and any Deliverables will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with Customer's use of the Services, Deliverables or its computer and telecommunications facilities.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.

Article 12 - Publicity, Marks

- A. During or after the term of this Agreement, the Contractor shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the Customer, its Affiliates, or this Agreement, without the Customer's prior written approval and compliance with any terms and conditions related to such use which the owner of the mark provides to the other Party.
- B. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

Article 13 - Insurance

Contractor represents that it now carries, and agrees it will continue during the term of the SOW to carry, as a minimum, insurance as listed below:

A. For Services performed in North America:

Type of Coverage	Limits of Liability
Worker's Compensation	Statutory

Employers' Liability	\$1,000,000 Bodily Injury by Accident or Disease, per person
Commercial General Liability including:	\$1,000,000 Each Occurrence
• Damage to Rented Premises	\$1,000,000
• Medical Expenses	\$ 15,000 (any one person)
• Personal & ADV Injury	\$1,000,000
• General Aggregate	\$2,000,000
• Products/Completed Operations Aggregate	\$2,000,000
Automobile Liability Insurance (owned, hired, and non-owned)	\$1,000,000 Combined Single Limit (each accident)
Excess/Umbrella Liability	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
Commercial Crime Policy	\$1,000,000 / \$300,000 deductible
Error & Omission / Cyber Liability	\$6,000,000 Each Occurrence \$6,000,000 Aggregate

1. Prior to the start of on-site Services, at each subsequent policy renewal date, and each time a change is made in any insurance policy or insurance carrier, Contractor shall furnish one (1) insurance certificate to Customer for the foregoing coverages as proof of such insurance. The certificate shall include:

- Name of insurance carrier, policy number and expiration date;
- This Agreement number, or statement of blanket applicability;
- The coverages required, whether on the basis of claims made or per occurrence, and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Contractor);
- A statement that Customer and their respective officers, directors, employees and agents are additional insureds on Commercial General Liability; and
- All policies required by this Agreement shall be written by insurance carriers licensed to do business in the state in which the service is performed.

2. The coverage may not be canceled, altered or permitted to lapse or expire without thirty days' advance written notice to Customer, except in the case of cancellation for insurance premium non-payment, in which case Customer shall be notified ten days prior to such cancellation.

B. For Services performed in France:

1. Activités garanties

Le souscripteur déclare que l'assuré exerce directement ou par sous-traitant, l'une ou plusieurs des activité(s) définies ci-après :

1. Services informatiques

- Conseil en système d'information, systèmes informatiQues y compris le conseil à la vente
- Société de services et conseils en informatiQue (audit, assistance, et conseil en organisation en gestion informatique.
- Intégration de systèmes, de programmes informatiQues
- Développement de bases de données, avec installation, confiGuration, paramétrage OU migration de systèmes
- Réalisation de systèmes clefs en main (audit, conception, fourniture, installation/mise en place, planification)
- Formation de personnel
- Assistance techniQue :
 - prestations en Régie (détachement de personnel pour une mission sans prise en charge de la responsabilité de systèmes)
 - prestations au Forfait.
- Maîtrise d'oeuvre d'installation de salles blanches informatiQues
- Location d'heUres machines et / OU Back-Up, foUrniture d'énergie informatiQue
- Site Internet :
 - création de sites Internet : création de structure, de protection et de connexions avec d'autres bases de données
 - gestion de site internet de communication ("Chat room") ou forum interactif.
- Marketing / Publicité SUR Internet :
 - création de pages d'un site Internet (design, présentation, ...)
 - création de site de consultation (vitrines)
 - achat et revente de temps de communication/pages Internet pour encart publicitaire avec sélection par mot clef.

2. Software

- Création/développement, étUde, édition (avec OU sans vente) de logiciel, progiciel OU applicatif, lié OU non à Internet :
 - de gestion (statistiques, consultation, catalogues, produits, formulaires en ligne ...),
 - de jeu de loterie sans gain d'argent,
 - de gestion administrative (bureautique ou gestion globale),
 - de production industrielle (GPAO), process, automates,
 conçu et/OU réalisé/fabriQUé par l'asSUré OU par des tiers, y compris en matière de téléphonie mobile
- Revente de logiciel/progiciel, applicatif :
 - de téléchargement de musiques et fonds d'écran : images, musiques, sons
 - de sécurité informatique,
 - de jeu avec gain d'argent,
 conçu et réalisé/fabriQUé par des tiers de marQUes notoirement connUes.

3. Traitement de données

- TMA: Tierce Maintenance Applicative (dite «infogérance applicative»)
- Infogérance d'infraSTRUCTures (Gestion de parc informatiQUE)
- Traitement ponctUel de données confiées
- Exploitation de fichiers d'adresses, mailings
- Service de messagerie électroNiQUE (mail, msn, ...)
- Hébergement de sites, de données, d'applicatifs, par soUS-traitants de l'Espace EconomiQUE EUropéen (OU dont l'Url pointe vers Un pays de cette zone) y compris archivage/saUvegarde poUr le compte de tiers
- FoUrnisSeUrs de services Internet : documentation, consultation, avec ou sans vente de produits en ligne (e-commerce).

4. Hardware

- Vente OU location/vente de matériel informatiQUE, conçu et/OU réalisé/fabriQUé par l'asSUré OU par des tiers
- Prestations d'Installation, entretien, réparation, maintenance, service après-vente, assistance techniQUE.

AXA France IARD SA

Société anonyme au capital de 214 799 030 Euros

Siège social : 313, Terrasses de l'Arche - 92727 Nanterre Cedex 722 057 460 R.C.S. Nanterre

Entreprise régie par le Code des assurances - TVA intracommunautaire n° FR 14 722 057 460

Opérations d'assurances exonérées de TVA - art. 261-C CGI - sauf pour les garanties portées par AXA Assistance

2. Montants des garanties et des franchises

NATURE DES GARANTIES	LIMITES DES GARANTIES	FRANCHISES par sinistre
ToUs dommages corporels, matériels et immatériels consécutifs confondus (autres que ceux visés au paragraphe « Autres garanties » ci-après)	9.000.000 € par année d'assurance	
Dont :		
Dommages corporels	9.000.000 € par année d'assurance	Néant
Dommages matériels et Immatériels consécutifs confondus	2.000.000 € par année d'assurance	10 % avec un mini de 1.000 € et un maxi de 5.000 €
Autres garanties :		
Faute Inexcusable (dommages corporels) (article 2.1 des conditions générales)	1.000.000 € par sinistre et 2.000.000 € par année d'assurance	380 €
Atteinte accidentelle à l'environnement (tous dommages confondus) (article 3.1 des conditions générales)	\$750.000 € par année d'assurance	1.500 € sur tout dommage aUtre que corporel
Dommages Immatériels non consécutifs (selon extension aux conditions particulières)	1.000.000 € par année d'assurance	5.000 €
Dont		
Dommages résULTant d'une atteinte à la propriété intellectUelle	300.000 € par année d'assurance	5.000 €

Dommages aux biens confiés (selon extension aux conditions particulières) y. c. frais de reconstitution de documents/ médias confiés	200.000 € par sinistre	1.000 €
Pack Cyber-Risques : Dommages résultant d'une atteinte logiquE (tous dommages confondus, selon extension aux conditions particulières) y c.	300.000 € par année d'assurance	5.000 €
Frais de reconstitution de documents et médias confiés	dont :	
• frais de notification	35 000 € par année d'assurance	500 €
• frais d'expertise et de défense & de protection de l'image	20 000 € par année d'assurance	500 €
Frais de remplacement de collaborateur (selon extension aux conditions particulières)	50.000 € pour l'ensemble des arrêts de travail et par année d'assurance	Néant
dont		
Frais liés au surcoût salarial	25.000 € par collaborateur et par année d'assurance	Néant
Responsabilité environnementale (chapitre 8 des conditions générales)	35.000 € par année d'assurance	1.500 € par sinistre
Défense (art 5 des conditions générales)	Inclus dans la garantie mise en jeu	Selon la franchise de la garantie mise en jeu
Recours (art 5 des conditions générales)	20.000 € par litige	Seuil d'intervention : 380 €

C. For Services Performed in Singapore:

Type of Coverage	Limits of Liability (SGD)
MONEY IN TRANSIT AND PREMISES	2,500
PUBLIC LIABILITY	2,000,000 Any One Occurrence Unlimited Any One Period Of Insurance
TREATMENT RISK LIABILITY	\$30,000 Any One Loss

D. For Services Performed in Hong Kong:

Type of Coverage	Limits of Liability (HKD)
BUSINESS INTERRUPTION	1,000,000
Electronic Equipment Insurance	150,000
Public Liability	10,000,000 Any one occurrence Unlimited Any One Period Of Insurance

E. For Services performed in Ireland:

Type of Coverage	Limits of Liability (€)
BUSINESS INTERRUPTION	500,000
Employers Liability	13,000,000
Public Liability	2,600,000 Any one occurrence
Fidelity and Computer Fraud	50,000

F. For Services performed in UK:

Type of Coverage	Limits of Liability (£)
BUSINESS INTERRUPTION	500,000
Vehicles, Owned or Operated	2,500

Employers Liability	10,000,000 Any one event, excluding Terrorism 5,000,000 any one Event arising directly or indirectly out of Terrorism
Public Liability/Products Liability	5,000,000 Any one Event
Fidelity and Computer Fraud	50,000
Legal Defence Costs	1250,000 in any one Period of Insurance
Legal Expenses Insurance	100,000 Any One Claim 1,000,000 total for all claims in any one Period of Insurance

Article 14 - Laws, Regulations and Permits

- A. Contractor shall at all times comply with all applicable country and local laws, ordinances, statutes, rules or regulations including but not limited to those relating to wages, taxes, hours, environmental, employment practices, safety, and working conditions.
- B. Export of Deliverables is subject to applicable US export regulations, and Customer shall comply with all such regulations.

Article 15 - Assignment and Subcontracts

- A. Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.
- B. Notwithstanding Customer's written consent to a proposed subcontract, Contractor shall remain responsible for all subcontracted Services and the payment therefor, and Contractor shall be liable to Customer for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them.
- C. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

Article 16 - Authorized Representatives, Notices and Other Correspondence

A. Contract Representatives, Notices

- Any notice or demand required under the terms of this Agreement that must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand via a nationally recognized overnight carrier, or sent by Email with receipt confirmation addressed to the "Contract Representatives" named below. The effective date of any such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person or by overnight carrier.
- The Contract Representatives are designated as follows:

For Customer	For Contractor
See SOW	Contracts Department SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873 Email: contracts@shi.com (mailto:contracts@shi.com)

- B. The Contract Representatives shall have the authority to make binding and enforceable decisions on behalf of their employer, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement. Either Party may change its Contract Representative designee by giving the other Party prior written notice thereof
- C. Task Managers
The Task Managers shall be identified in the SOW, and shall have the authority to make technical decisions within the scope of the Services, on behalf of the Parties. Technical notices, work records, and other technical information, drawings, instruction manuals, etc., shall be addressed to the respective Task Manager. The Task Manager is not authorized to waive any provision of, or amend this Agreement.

Article 17 - Personnel, Materials, and Workmanship

- A. Contractor shall employ for the Services only persons known to it to be experienced, qualified, reliable and trustworthy; and, at Customer's request, the credentials of any of Contractor's or Subcontractor's employees assigned to perform the Services shall be submitted to Customer in advance of such

assignment. All persons performing Services for Customer on Customer's Site shall be required to comply with Customer's applicable requirements (e.g., policies, procedures, directives) provided to Contractor.

B. During the Term of the Agreement, Customer may reject any person under Contractor's control (including any Subcontractor) who in Customer's reasonable opinion does not meet these criteria or is otherwise objectionable, whereupon Contractor shall, at its expense and risk, remove and replace such employee.

C. Personnel Non Solicitation

1. Neither Party will actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee (or employee of a Subcontractor) of the other Party directly providing Services under an SOW to his Agreement during the term of this Agreement, plus twelve (12) months after its expiration.
2. This provision shall not restrict in any way the right of either Party to solicit generally in the media for personnel or to hire personnel who respond to such solicitations, or the right to respond to unsolicited inquiries from employees, contractors, or representatives of the other Party and subsequently hire them.
3. Notwithstanding the foregoing, the Parties agree that hiring of an employee directly providing Services under an SOW to this Agreement during the time period described in Paragraph 1. above will entitle the former employer to liquidated damages from the hiring Party, consisting of an amount equal to one (1) year's gross salary for such employee hired.

Article 18 - Property, Materials and Goods

Title to all property, materials and goods furnished by Customer to Contractor shall remain vested in Customer. Title to all property, materials and goods purchased by Contractor for Customer hereunder and explicitly identified as Deliverables in the SOW shall pass to and vest in Customer upon acceptance by Customer and payment in full for the Services to Contractor.

Article 19 - Changes

- A. Customer may change the Services, within the general scope of the Agreement, as and when it deems necessary. Customer will use its commercially reasonable efforts to provide reasonable prior notice of such change(s) to enable Contractor to promptly commence implementation, advise sureties, etc. Such change may, among other things, increase or reduce the scope of the Services or accelerate or decelerate the schedule for the Services without invalidating the Agreement.
- B. If any such change results in an increase or decrease in the cost of the Services (whether or not such cost is expressly changed in the Contract Representative's direction) or otherwise affects any provisions of the Agreement, a mutually agreeable equitable adjustment shall be made in the Agreement price, the schedule of Services and/or such other provisions of the Agreement as may be so affected, and the Agreement shall be modified in writing accordingly. Any request for equitable adjustment by Contractor under this Article must be asserted within fourteen (14) calendar days after it receives such Customer direction; provided, however, that if Customer believes that the facts justify such action, it may receive and act upon a request for equitable adjustment asserted at any time prior to final payment under the Agreement. Even if the Parties fail to agree upon the price or schedule effect of a change, Contractor shall proceed to implement the Services as changed without delay.
- C. If Contractor proposes to change the Services as set forth in the Agreement documents, at its sole cost and risk, it shall prepare and furnish to Customer a proposal describing the change; its effect on the Services, the schedule and Customer's costs and benefits; and the Subcontractor (if any) who is to perform the change, together with the plans and specifications for such change. No such change shall be implemented without Customer's Contract Representative's prior written approval.

Article 20 - Force Majeure

- A. Neither Party to this Agreement shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting Customer, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- B. The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Contractor shall notify Customer promptly of any such delay and shall specify the effect on the Product delivery as soon as practical.
- C. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, then the Party receiving the delayed performance may terminate this Agreement upon ten business days' notice to the other Party.

Article 21 - Termination

A. Termination for Convenience

1. Either Party may terminate the Agreement, in whole or in part, upon thirty days' notice, without cause and for its own convenience, by giving the other Party written "Notice of Termination for Convenience," specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective.
2. After receiving such a "Notice of Termination for Convenience" and except as otherwise directed by Customer's Agreement Representative, Contractor shall:
 - a. stop the Services on the date and to the extent specified in the termination notice;
 - b. place no further orders for products or subcontracts except as may be necessary for completing such portions of the Services that have not been terminated;
 - c. terminate all orders and subcontracts to the extent that they relate to the portions of the Services terminated; and
 - d. take such action as may be necessary or as Customer may direct to protect and preserve the property related to the Services which is in Contractor's possession and in which Customer has or may acquire an interest.
3. After receiving a "Notice of Termination for Convenience," and completing the actions described in Paragraph 2. hereof, Contractor may submit to Customer's Contract Representative a specific, detailed, termination request for equitable adjustment. Such request for equitable adjustment shall be submitted promptly, but not later than thirty days after the effective date of termination or the date of the "Notice of Termination for Convenience," whichever is later.
4. In the event of a termination for convenience, Customer shall pay Contractor its actual, necessary, reasonable and verifiable expenses as a direct consequence of such termination; provided, however, Customer shall be entitled to all the Services it has paid for. Contractor shall furnish all necessary documentation to substantiate its expenses to Customer's satisfaction. Contractor shall make every reasonable effort to mitigate costs. In no event shall Customer be liable for unabsorbed indirect expenses, unabsorbed overhead expenses, lost or anticipated profits, nor shall Customer's liability for such termination expenses exceed the unpaid balance of the Agreement Price. The compensation described in this paragraph hereof shall be Contractor's sole and exclusive compensation and remedy if the Agreement is terminated for convenience.

B. Termination for Default

1. Either Party may terminate this Agreement in whole or in part by giving the defaulting Party a written "Notice of Termination for Default", specifying one or more of the following causes or circumstances:
 - a. if a Party becomes insolvent or makes a general assignment for the benefit of creditors; or
 - b. if a petition under the Bankruptcy Code is filed by or against a Party; or
 - c. if material and adverse developments affecting a Party's business come to the attention of the non defaulting Party, and it seeks but fails to receive from the Party in default reasonable assurances, in writing, as to its ability and intention to perform and complete its obligations under this Agreement; or
 - d. if a Party becomes involved in legal proceedings that in the non defaulting Party's reasonable opinion materially interferes or will materially interfere with the non defaulting Party's obligations under this Agreement; or
 - e. if the defaulting Party fails to perform any of the other material provisions of this Agreement or the SOW and the Party in default does not cure such failure or substantially commence cure of such failure within ten business days (or such longer period as the non defaulting Party may authorize in writing) after receipt of notice from the non defaulting Party specifying such failure.

C. An SOW may be cancelled follows:

1. Customer shall have the right to cancel or postpone, in whole or in part, any SOW, without penalty, provided that notice of such cancellation or postponement is received by Contractor prior to start of Services or incurring of expenses.
2. If Customer cancels an SOW following start of Services or Contractor incurring expenses, Customer shall pay all charges associated therewith.
3. Notwithstanding the foregoing, any such cancellations which incur returns of software or hardware shall be subject to charges imposed by the OEM/Distributor associated with returns.

D. Termination of this Agreement shall not affect the obligations of Customer or Contractor under any existing SOW issued under this Agreement, and such SOW shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such SOW.

E. Upon termination or expiration of this Agreement Contractor shall promptly deliver to Customer any Deliverables and other property related to the Services which are in Contractor's possession and/or in which Customer has or may acquire an interest.

Article 22 - No Waiver

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing", waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

Article 23 - Severance

Should any of these terms and conditions be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these terms and conditions and the balance of the terms and conditions shall be binding on both Parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions this Agreement.

Article 24 - Claims/Disputes/Governing Laws

A. Governing Law/Jurisdiction: one of the following will apply, depending on which SHI office signs the SOW:

- If the SOW is signed by SHI International Corp, SHI Government Solutions, Inc., StrataScale Solutions, LLC, SHI International Corp Hong Kong Limited, or SHI Singapore Solutions Pte. Ltd: The Agreement, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of the State of New Jersey, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts of the State of New Jersey.
- If the SOW is signed by SHI Canada ULC: The Agreement, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of the province of British Columbia and those laws of Canada applicable therein, without regard to choice of law provisions or the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the Superior Court of Justice for the province of British Columbia.
- If the SOW is signed by SHI Corporation UK Limited : The Agreement, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with the laws of England and Wales without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the English courts. Services supplied to SHI UK or SHI Corporation UK Limited are subject to UK VAT by means of a reverse charge (ex VAT invoice for non-UK based suppliers) pursuant to Article 44 in EU VAT Directive 2006/112 for electronic shipment, licensing or services.
- If the SOW is signed by SHI Global IT Solutions Ireland Ltd: The Agreement, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with Irish law without regard to the United Nations Convention on Contracts for the International Sale of Goods and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the Irish . Services supplied to SHI Global IT Solutions Ireland Ltd are subject to Irish VAT by means of a reverse charge (ex VAT invoice for non-Ireland based suppliers) pursuant to Article 44 in EU VAT Directive 2006/112 for electronic shipment, licensing or services.
- If the SOW is signed by SHI International SAS: The Agreement, and any claims or disputes arising out of or relating thereto shall be interpreted in accordance with French law without regard to the United Nations Convention on Contracts for the International Sale of Goods, and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Paris, unless otherwise required by law.

B. Any claim or dispute which either Party may have against the other which arises out of this Agreement shall be presented by the claimant in writing to the other Party not later than thirty days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.

C. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be further negotiated between more senior officials from each of the Parties who shall have decision making authority (but not direct responsibility for the administration of this Agreement); provided however, that nothing therein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process.

D. If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment pursuant to paragraph B., above, either Party may, upon giving the other Party at least ten days prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the venue stated in paragraph A., above, in accordance with the rules of that court and laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter.

E. Except as specifically provided in this Article, neither Party shall institute any action or proceeding against the other Party in any court with respect to any dispute that is or could be the subject of a claim or proceeding pursuant to this Article.

F. The Parties acknowledge that the remedies available to them under this Agreement, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under this Article and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.

G. Except as expressly stated in this Agreement, the Parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved Party determines.

H. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing party, whether or not otherwise specifically awardable under any law or court rule.

Article 25 - Survival of Obligations

The obligations of the Parties in the following Articles herein shall survive termination, cancellation or expiration of this Agreement:

Article 5 - Rights in Deliverables
Article 8 - Indemnification
Article 9 - Limitation of Liability
Article 11 - Confidential Information
Article 12 - Representations and Warranties
Article 24 - Claims/Disputes/Governing Laws

Article 26 - Execution/Counterparts/Electronic Transmission

This Agreement (and any SOW) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same document when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement (and any SOW) by facsimile or other electronic transmission. Each Party acknowledges that the delivery hereof by facsimile or other electronic transmission will have the same force and effect as delivery of original signatures.

Article 27 - Entire Agreement

This Agreement, including all SOWs issued by Customer and accepted by Contractor pursuant to this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and any SOW shall not be modified or rescinded, except by a writing signed by Contractor and Customer. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of this Agreement.

~END~



(<https://www.facebook.com/pages/SHI-International-Corp/164409770296612>)



(https://twitter.com/SHI_Intl)



(<https://www.linkedin.com/company/shi-international-corp->)



(<https://blog.shi.com/>)



(<https://www.youtube.com/user/shicorporation>)



(<https://www.instagram.com/shiIntl/>)

About SHI (/CustomerServices/SHIMarketing.aspx?ContentID=86768)

Events (/CustomerServices/SHIMarketing.aspx?ContentID=92523)

Careers (/CustomerServices/SHIMarketing.aspx?ContentId=88370)

English



Privacy (/CustomerServices/SHIInfo.aspx?ContentId=22) | Terms and Conditions (/CustomerServices/SHIInfo.aspx?ContentId=23) |
ISO 9001 (/CustomerServices/SHIInfo.aspx?ContentId=21&Menu=about) | FAQ (/customerservice/frequently-asked-questions) |
California Transparency in Supply Chains
(https://www.content.shi.com/SHIcom/ContentAttachmentFiles/PDF/Modern_Slavery_Act_Transparency_Statement.pdf)
Do Not Sell or Share My Personal Information (/customerservice/donotsellpii)

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www.shidirect.com : Corporate Customer : 20

Harris, Gary

From: Hitchcock, Stephen
Sent: Friday, May 12, 2023 9:44 AM
To: Madison, Jennifer
Subject: RE: Review - City of Romulus SOW Terms

Jennifer,

I am satisfied with the SOW and the Professional Service Agreement if you are satisfied with the description of the work to be performed.

Steve Hitchcock

Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com

From: Madison, Jennifer <jmadison@romulusgov.com>
Sent: Thursday, May 11, 2023 3:25 PM
To: Steve Hitchcock <sjh@gmhlaw.com>
Subject: RE: Review - City of Romulus SOW Terms

Sure, Please see attached

Thanks

Jenn Madison

From: Steve Hitchcock [<mailto:sjh@gmhlaw.com>]
Sent: Thursday, May 11, 2023 2:47 PM
To: Madison, Jennifer <jmadison@romulusgov.com>
Subject: RE: Review - City of Romulus SOW Terms

Jennifer,

This Scope of Work refers to "Professional Services Agreement" that is not included. Can you obtain a copy of that agreement?

Steve Hitchcock

Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7024
Fax: (248) 404-6324
Email: sjh@gmhlaw.com
www.gmhlaw.com

From: Madison, Jennifer <jmadison@romulusgov.com>

Sent: Wednesday, May 10, 2023 2:04 PM

To: Steve Hitchcock <sjh@gmhlaw.com>

Subject: Review - City of Romulus SOW Terms

Mr. Hitchcock,

Can you review the terms of this Scope of Work Terms? We will need the Mayor to sign this, Page 12, to proceed with the agreement to contact the services out for moving email accounts from the current on premise server to the Cloud. I want to ensure its been reviewed by legal prior to requesting his signature.

Thanks

Jennifer Madison

Technology Services Assistant Director

City of Romulus

jmadison@romulusgov.com

(734)955-8753



Home of Opportunity



City of Romulus

Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **June 5, 2023**

Item No. D.

General Description: ITB 22/23-23 Contract for Annual NFPA Compliant Firefighter Physicals

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 22/23-23 Contract for Annual NFPA Compliant Firefighter Physicals
DATE: May 30, 2023

I concur with the recommendation of Ken Chapman, Deputy Fire Chief, and Gary Harris, Purchasing Director and respectfully request Council award Bid ITB 22/23-23 to award the one year contract for Firefighter Physicals for the City of Romulus Fire Department to Bio-Care Inc., at a base cost of \$866 per firefighter, with written consent between the two parties, the twelve month contract can be extended for three additional one year terms.

Victoria Trush, Assistant. Financial Director, has verified funds for this acquisition have been budgeted for and are available in the Public Safety Fund, Fire Department, Employee Processing-Active expense account #205-336-828.000.

Motion by _____, supported by _____, to concur with the administration and award Bid ITB 22/23-23 to award the one year contract for Firefighter Physicals for the City of Romulus Fire Department to Bio-Care Inc., at a base cost of \$866 per firefighter, with written consent between the two parties, the twelve month contract can be extended for three additional one year terms.



MEMORANDUM

DATE: May 22, 2023
TO: Mayor Robert A. McCraight
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 22/23-23 CONTRACT FOR ANNUAL NFPA COMPLIANT FIRE FIGHTER PHYSICALS

Bids were solicited to contract for of entering into a twelve month contract for on site, annual, NFPA 1582 Compliant, Firefighter Physicals for the City of Romulus, Romulus Fire Department.

In addition to being advertised in the April 06, 2023 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 232 companies of the bid and of them, 12 companies downloaded the bid specifications and four companies were provided a courtesy email regarding this bidding opportunity (See Bidder's list attached).

On April 27, 2023, two sealed bids were received and one bid was submitted through the MITN purchasing page of BidNet Direct. A total of three bids were received and publicly opened.

I concur with the recommendation of Romulus Fire Department, Deputy Chief, Ken Chapman to award the one year contract to Bio-Care Inc., at a base cost of \$866 per fire fighter. The twelve month contract can be extended upon written consent of the two parties for three additional one year terms.

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the Public Safety Fund, Fire Department, Employee Procesing - Active Expense Account, (205-336-828.000).

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

Gary Harris,
Purchasing Director



Fire Services Deputy Chief Ken Chapman 955-8964
kchapman@romulusgov.com

Fire Chief David Allison 955-8963
dallison@romulusgov.com

TO: Mayor McCraight
Members of the Romulus City Council

FROM: Ken Chapman, Deputy Fire Chief

SUBJECT: **ITB 22/23 - CONTRACT FOR ANNUAL NFPA FIRE FIGHTER PHYSICALS**

DATE: May 18, 2023

On April 27, 2023, Purchasing Director Harris closed a competitive bid process to provide annual physicals that meet NFPA 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments).

With any department in our City, our most valuable assets are our employees. With the nature of public safety job (Fire and Police), making sure that our employees are physically capable to perform is a priority. These physicals help identify any underlying issues or deficiencies, so that we can identify the hazard in hopes of avoiding a catastrophe.

We rec'd (3) bids for service. After careful review, we would like to recommend Bio-Care Inc. be awarded the contract. Bio-Care will provide a comprehensive physicals and a fitness assessment for \$866.00. This company will provide the physicals and fitness assessments at our fire station, which will streamline the process. Of the three bids, two of the vendors could provide the physicals at our facility. Bio-Care's quote was specific to costs, the other facility charged additional fees to provide their employees to facilitate the services. Bio-Care Inc. is an established company that provides these services for many Fire Departments in the area.

Funding has been allocated in the 22/23 FY budget. Should you have any questions and/or concerns, please feel free to contact me directly.

Ken Chapman, Deputy Chief
Romulus Fire Department

MINUTES OF ITB 22/23-23 Contract for Annual NFPA Compliant Fire Fighter Physicals

The public opening of the afore mentioned solicitation was held at 3:00 PM, in the Council Chambers at Romulus City Hall on Thursday, April 27, 2023.

The following were present for the opening:

Gary Harris – Purchasing Director
Lynn A. Conway – Purchasing Advisor

Two sealed bids were received and one bid was submitted through the MITN purchasing page of BidNet Direct. The three bids were publicly opened and received.

Henry Ford Health, 1 Ford Place, 2F, Detroit, MI 48202
OccMed Connect, 23455 Michigan Ave., Dearborn, MI 48124
Bio-Care, 1778 Holloway Dr., Suite A, Holt, MI 48842

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 22/23-23 held on April 27, 2023.



Gary Harris,
Purchasing Director

VENDOR LIST

ITB 22/23-23 Contract for Annual NFPA Compliant Fire Fighter Physicals

Worksite Medical

Tom Piocquidio, Vice President of Sales

724-544-1956

TPiocquidio@worksitemed.com

SiteMed

Karen Strange, Business Development

www.sitemedfire.com

888-837-4819 extension 707

kstrange@sitemed.net

Bio-Care, Inc.

1778 Holloway Dr Ste A

Holt, MI 48842

800-694-6240

nfo@biocareusa.com

jjohnson@biocareusa.com

Henry Ford Health Systems

Pmiller2@hfhs.org

TABULATION SHEET- ITB 22/23-23 CONTRACT FOR ANNUAL NFPA FIRE FIGHTER PHYSICALS						
COMPANY/PROVIDER	Henry Ford Health		OccMed Connect		Bio-Care Inc.	
Two Copies?	Online Submitted		Yes		Only some	
Specification pages 11-13 completed?	Yes		Yes		Yes	
COMPONENT/SERVICE	Costs Per Person – on Site	\$ Per Person – Provider's Facility	Costs Per Person – on Site	\$ Per Person – Provider's Facility	Costs Per Person – on Site	\$ Per Person – Provider's Facility
\$ Compliant physical w/ med. & fitness comps as required by NFPA	\$381.00	\$	\$575.00**	\$575.00	\$846.00	\$
\$ Compliant physical - medical components	\$895.00	\$	\$450.00**	\$450.00	\$490.00	\$
Cost for compliant physical –fitness	\$335.00	\$	\$125.00**	\$125.00	\$275 includes stress EKG	\$
15 minute, face to face meeting W/Mental Health Prof/Counselor	\$100./hr	\$	\$150.00	\$150.00	\$N/A	\$
Consultation with Physician.	\$100.00 w/NPw/exam	\$	\$150.00	\$150.00	\$0.00	\$
Confidential hard copy of results & interpretations for each firefighter.	\$Included	\$	\$25.00	\$25.00	\$0.00	\$
Physician evaluation of charts W/"Fit for Duty" letters to Fire Chief.7 days	\$Included	\$	\$125.00	\$125.00	\$0.00	\$
**Dept/Summary Report w/ wellness initiatives provided to Fire Chief	\$100.00	\$	\$0	\$0	\$20.00 per FF	\$
**Maintaining of Medical records per app. Laws.	\$Included	\$	\$0	\$0	\$0.00	\$
Total cost per employee W/O fitness cost	\$1,476.00	\$	\$450.00**	\$450.00	\$510.00	\$
Total cost per employee all items including fitness cost	\$1,811.00	\$	\$575.00**	\$575.00	\$866.00	\$
			** Prices same as in clinic however, there will be a charge of \$125/hr. per person to accomplish the components listed above onsite			

OPTIONAL SERVICES PRICING

COMPONENT/SERVICE	Costs Per Person – on Site	\$ Per Person – Provider's Facility	Costs Per Person – on Site	\$ Per Person – Provider's Facility	Costs Per Person – on Site	\$ Per Person – Provider's Facility
Hepatitis B antibody screening	\$69.00	\$	\$30.00**	\$30.00	\$38.00	\$
Hepatitis C screening	\$60.00	\$	\$90.00**	\$90.00	\$60.00	\$
Hepatitis A vaccine – 2 dose series	\$150.00	\$	\$90.00**	\$90.00	\$138/dose + Travel fees	\$
Hepatitis B vaccine – 3-dose series	\$240.00	\$	\$90.00**	\$90.00	\$100/dose + Travel fees	\$
Tetanus/Diphtheria/Pertussis vaccination	\$88.00	\$	\$85.00**	\$85.00	\$85.00	\$
Influenza vaccine	\$25.00	\$	\$30.00**	\$30.00	\$30.00	\$
HIV screening	\$30.00	\$	\$120.00**	\$120.00	\$45.00	\$
Coronary calcium scoring	\$125.00	\$	\$150.00**	\$150.00	\$9,000.00 per day	\$
Chest x-ray – new hires & once every 5 years	\$108.00/1 view	\$	\$50.00**	\$50.00	\$75.00	\$
			** Prices same as in clinic however, there will be a charge of \$65/hr. per person to accomplish the components listed above onsite			
Hourly Rate Telephone Physician Consulting	\$225 forMD	\$	\$125.00	\$	\$	\$
24/7 direct telephone number for Physician	313-516-6492		734-333-8001		N/A**	
Physician's Email address	Kkezlar1@hfhs.org		ahassan@firstchoiceucc.com		Not given	
EXCEPTIONS??	Yes-Refer to Insurance Certificate/Coverage Recommended by Risk Mgmt. Dept.				Marked No but **Do not offer this. All of our Clients are directed to their PCP for follow up. This We cannot prescribe medicine or issue referrals for special care.	
Payment Terms	Net 30		---		Net 30	
Individual Providing Services	Not indicated		All Checked		All Checked	
Insurance Compliant?	No-See Bid		Yes		Yes	
Copies of Insurance Included??	Yes		Yes		Yes	
Company Attach. VIII- Boilerplate Contract	None		No		YES	
Attach. I – General Questionnaire & References	Yes		Yes		Yes ??	
Attach. II– C of R Contract. Serv. Agreement	--					
Attach. III - Statement of Quails-Program Overview	Yes pg.29-30		Yes pgs. 22 & 23		Yes	
Attach. V– Exceptions to Specifications	Yes		Yes – Check Pricing exceptions			
Attach. VII–Samples-Reports, Results, Etc.	Yes		Yes		Yes	
CERTIFIED??	Yes		Yes		Yes	

PUBLICLY OPENED, 3:00 PM, Thursday, 4/27/2023, IN THE ROMULUS COUNCIL OFFICE.

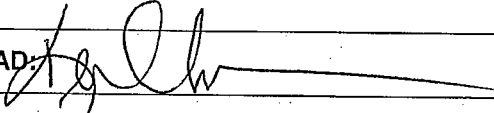
THOSE IN ATTENDANCE:

#	NAME	COMPANY	TITLE
1	Gary Harris	CITY OF ROMULUS	PURCHASING DIRECTOR
2	Lynn Conway	CITY OF ROMULUS	PURCHASING ADVISOR

REQUEST FOR COMPETITIVE BIDS

DO NOT FILL THIS FORM IN AND SAVE A COPY TO THIS FOLDER!!!!!!

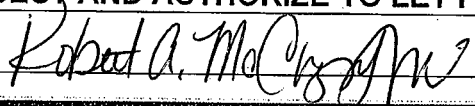
- You can save a copy to the Completed forms from Departments Folder or to your own Department's folder.
- Email the completed form to Gary Harris

DEPARTMENT NAME:	ROMULUS FIRE DEPARTMENT	DATE:	3-22-23
I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL,			
PURPOSE: ANNUAL FIRE DEPARTMENT PHYSICALS			
IF REPLACEMENT, WILL EQUIPMENT BE (CHECK ONE IF APPLICABLE):			
☐ Traded in ☐ Sold at auction ☐ Transferred for use elsewhere, if so where? _____ ☐ Used for parts ☐ Disposed of			
BUDGET YEAR			
ACCOUNT INFORMATION			
ACCOUNT/S NUMBER		\$ AMOUNT BUDGETED	
205-334-828.000		\$ 20000	
		\$	
		\$	
SIGNATURE OF DEPARTMENT HEAD: 		DATE:	3-22-23

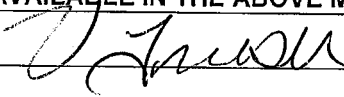
FINANCE DEPARTMENT APPROVAL

FUNDS AVAILABILITY	
ACCOUNT/S NUMBER	\$ FUNDS AVAILABLE
205-334-828.000	\$ \$20,000
not to exceed	\$
	\$
SIGNATURE OF FINANCE DEPARTMENT: Maria Tarrn	DATE: 3/28/2023

ADMINISTRATIVE APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.	
SIGNATURE OF MAYOR: 	DATE: 3/28/2023

AVAILABILITY OF FUNDS FOR AWARD

THE BID SHALL BE AWARDED IN THE AMOUNT OF \$ Not to exceed budgeted funds \$866 per employee	
I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S	
FINANCE DEPT. APPROVAL: 	DATE: 5-22-23



City of Romulus

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

Council Meeting Held: **June 5, 2023**

Item No. A.

General Description: Second Reading and Final Adoption of Budget Amendment 22/23-19

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: June 1, 2023

Re: 2nd Reading and Final Adoption – Budget Amendment 22/23-19

It is requested that Council approve the second reading and final adoption of Budget Amendment 22/23-19 in the amount of \$18,200.00 to cover the costs associated with the Campbell Annual Contract for the City Hall Municipal Complex, Senior Center, and Animal Shelter.

This budget amendment was introduced at the May 22nd Regular City Council meeting.

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: May 1, 2023 *amc*

SUBJECT: Budget Amendment 22-23.19

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
<u>General</u>				
Revenue				
101-000-390.000	Fund Balance	-	\$ 18,200.00	\$ 18,200.00
Expense				
101-265-932.000	Heating & Cooling	60,427.22	\$ 10,000.00	\$ 70,427.22
101-430-932.000	Heating & Cooling	-	\$ 1,500.00	\$ 1,500.00
101-752.932.000	Heating & Cooling	-	\$ 6,700.00	\$ 6,700.00
			\$ 18,200.00	

Campbell Annual contract

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
101-265-932.000 Heating & Cooling	\$ 10,000	101-000-390.000 Fund Balance	\$ 18,200
101-430-932.000 Heating & Cooling	\$ 1,500		
101-752-932.000 Heating & Cooling	\$ 6,700		
TOTAL	\$ 18,200	TOTAL	\$ 18,200

PURPOSE:

Campbell Annual Contract

DATE: 4/27/2023

Department Head Signature: _____

Finance 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

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

Council Meeting Held: **June 5, 2023**

Item No. B.

General Description: Second Reading and Final Adoption of Budget Amendment 22/23-20

Resolution No. _____

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

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

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Cc: D'Sjonaun Hockenhull, Deputy City Clerk

Date: June 1, 2023

Re: 2nd Reading and Final Adoption – Budget Amendment 22/23-20

It is requested that Council approve the second reading and final adoption of Budget Amendment 22/23-20 in the amount of \$17,414.00 to recognize the PCB Water Impairment Settlement revenue and the associated overtime expenses.

This budget amendment was introduced at the May 22nd Regular City Council meeting.

MEMORANDUM

TO: Mayor Robert A. McCraight

FROM: Finance Department

DATE: May 1, 2023 

SUBJECT: Budget Amendment 22-23.20

<u>FUND/DEPT.</u> <u>ACCOUNT NO.</u> <u>General</u>	<u>ACCOUNT NAME</u>	<u>CURRENT</u> <u>BUDGET</u>		<u>AMENDMENT</u>	<u>AMENDED</u> <u>BUDGET</u>
Revenue					
202-000-677.000	Other Income	-	\$	8,707.00	\$ 8,707.00
203-000-677.000	Other Income	1,000.00	\$	8,707.00	\$ 9,707.00
Expense					
202-479-710.000	Overtime	2,500.00	\$	8,707.00	\$ 11,207.00
203-479-710.000	Overtime	500.00	\$	8,707.00	\$ 9,207.00
				\$ 17,414.00	

PCB Settlement

BUDGET AMENDMENT FORM

INCREASE		DECREASE	
Account Number /Name	Amount	Account Number /Name	Amount
202-000-677.000 Other Income	\$ 8,707	202-479-710.000 Overtime	\$ 8,707
203-000-677.000 Other Income	\$ 8,707	203-479-710.000 Overtime	\$ 8,707
TOTAL	\$ 17,414	TOTAL	\$ 17,414

PURPOSE:

PCB Water Impairment Settlement

DATE: 4/27/2023

Department Head Signature: _____

Finance 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

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

Council Meeting Held: **June 5, 2023**

Item No. C.

General Description: Study Session Request for Monday, June 12, 2023, at 6:45 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



MEMORANDUM

To: Honorable City Council
From: Ellen L. Craig-Bragg, City Clerk
Cc: D'Sjonaun Hockenhull, Deputy City Clerk
Date: June 1, 2023
Re: Study Session Request

Roberto Scappaticci, DPW Director, requests a thirty (30) minute study session for Monday, June 12, 2023, at 6:45 p.m. to present information about the MEDC Sidewalk Project

The date and time are available for the request.

Interoffice Memorandum

TO: Ellen Craig-Bragg, City Clerk

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

CC: D’Sjonaun Hockenhull, Deputy City Clerk

DATE: May 31st, 2023

SUBJECT: Request to Schedule Study Session – MEDC (Michigan Economic Development Corporation) Sidewalk Project Presentation

I would like to request a Study Session to be held on, Monday, June 12th, 2023, at 6:45 pm with an allotted time frame of 30 minutes. The purpose of this Study Session will be to present information about our MEDC Sidewalk Project.

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

RJS/bmm

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City of Romulus

Treasurer's Report

Council Meeting Held:

June 5, 2023

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:

June 5, 2023

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:

June 5, 2023

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.

June 5, 2023

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

Communication

Council Meeting Held:
Item No. 11

June 5, 2023

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

June 5, 2023

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