



Regular Meeting
7:00 p.m., Tuesday, Sept. 6, 2022
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **Roll Call**
2. **Approval of Agenda**
3. **Public Comment**
4. **Proclamation: Declare September 2022 as National Recovery and National Suicide Prevention Month**
5. **Presentation: DDA's Main Street America Select Level accreditation, Tim Colbeck**
6. **Consideration to adopt Notice of Intent and Reimbursement Resolution for 2022 Capital Improvement Bonds to Finance the purchase of the property at 33825 Grand River**
7. **Proposed Intergovernmental Agreement with Oakland County for Local Fiscal Recovery Fund Distribution**
8. **Engage Engineers to prepare project plan for the State's Drinking Water State Revolving Fund (DWSRF) and the Clean Water State Revolving Fund (CWSRF)**
9. **Sanitary sewer cleaning, and PACP inspections of the sanitary sewer system in various locations of the community**
10. **Change Order No. 1 & Construction Estimate No. 1 for the 2022 Road Rehabilitation Project**
11. **DPW & Water Booster Station Window Replacement**
12. **Ratify payment Warner Home roof replacement change order and payment**
13. **Other Business**
14. **Public Comment**
15. **Council Comment**
16. **Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Staff Report	Council Meeting Date: Sept. 6, 2022	Item Number 4
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Proclamation Recovery and Suicide Prevention		
Proposed Motion: Move to declare Sept. 2022 as National Recovery Month and National Suicide Prevention Month		
Materials: Letter from Oakland Community Health Network and Proclamation		

August 4, 2022

Mayor Sara Bowman
City of Farmington
23600 Liberty Street
Farmington, MI 48335

CHIEF EXECUTIVE OFFICER (CEO)
Dana Lasenby

BOARD OFFICERS
Jonathan Landsman, Chair
John Paul Torres, Vice Chair
Adam Fuhrman, Secretary

BOARD MEMBERS
Dennis Cowan
Dr. Bijaya Avasthy Hans
Reena Naami
Malkia Newman
Christina Root
Steffan Taub, D.O.
Sarah May
John Young
Yvette Woodruff

Dear Mayor Bowman:

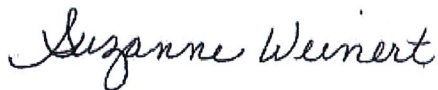
Please accept this invitation to join an exciting, community-driven collaboration declaring September 2022 as National Recovery Month and National Suicide Prevention Month.

Oakland Community Health Network, along with its exceptional service provider network, is hosting an array of events to promote community awareness about substance use matters and suicide prevention. As part of this endeavor, we are asking cities, townships, and villages throughout Oakland County to partner with us by approving a proclamation for September as National Recovery Month and National Suicide Prevention Month at their September council meetings.

We welcome the opportunity to participate in an official proclamation presentation at your September council meeting. We understand that some meetings may still be held virtual, so we could participate in that manner as well. Contact Suzanne Weinert at (248) 758-1991 to make arrangement and/or for any questions regarding this effort.

Thank you for considering this meaningful initiative. Together we can join the voices for recovery as advocates for people who have or are currently working to overcome a substance use disorder.

Sincerely,



Suzanne Weinert
Communications & Community Outreach Coordinator

National Recovery Month – September 2022

- WHEREAS,** according to the Substance Abuse and Mental Health Services Administration (SAMHSA), in 2020, 40.3 million people aged 12 or older (14.5 percent) had an Substance Use Disorder (SUD) in the past year, including 28.3 million who had alcohol use disorder; 18.4 million who had an illicit drug use disorder and 6.5 million people who had both alcohol use disorder and an illicit drug use disorder; and
- WHEREAS,** according to SAMHSA, in 2020, 22.2 percent of Americans (or 61.6 million people) 12 years or older, were binge alcohol users in the past month. The percentage was highest among young adults aged 18 to 25; and
- WHEREAS,** according to the Centers for Disease Control and Prevention (CDC) nearly 92,000 overdose deaths occurred in the United States in 2020, which was a 31% increase from 2019; and
- WHEREAS,** substance use recovery is important for individual well-being and vitality, as well as for families, friends, communities, and businesses; and
- WHEREAS,** OCHN continues to educate and raise awareness of the risks and potential harm associated with prescription drug misuse; and
- WHEREAS,** stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and
- WHEREAS,** substance use disorders occur when the re-current use of alcohol and/or other drugs cause clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and
- WHEREAS,** substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of their choice while striving to achieve his/her full potential; and
- WHEREAS,** substance use disorder recovery, benefits individuals with substance use disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to society and also enriches the community culture; and

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network hereby recognize September 2022 as National Recovery Month. OCHN calls upon our citizens, government agencies, public and private institutions, businesses, and schools to re-commit our state to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

National Suicide Prevention Month – September 2022

- WHEREAS,** September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and
- WHEREAS,** world Suicide Prevention Day is observed each year on September 10; and
- WHEREAS,** suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS,** according to the Centers for Disease Control and Prevention (CDC), 45,979 people died by suicide in the United States in 2020 - one death every 11 minutes; and
- WHEREAS,** according to the CDC, 12.2 million adults across the U.S. seriously thought about suicide; 3.2 million adults made a suicide plan; 1.2 million adults attempted suicide; and
- WHEREAS,** according to the 2020 Michigan Suicide Prevention Commission Annual Report, 1,389 people in the state died by suicide during the COVID-19 pandemic, with 1,099 of those deaths relating to men; and
- WHEREAS,** every year, thousands of individuals die by suicide, leaving behind friends and family members to navigate the tragedy of loss. Often feelings of shame and stigma prevent them from talking openly; and
- WHEREAS,** 988 has been designated as the new three-digit dialing code that will route callers to the National Suicide Prevention Lifeline and is now active across the United States; and
- WHEREAS,** The National Action Alliance for Suicide Prevention is using #BeThere to educate social media followers about the many actions one can take to support a person who is struggling; and
- WHEREAS,** Oakland Community Health Network (OCHN) has been an active and engaged member of the Oakland County Suicide Prevention Task Force since 2011; and
- WHEREAS,** OCHN is committed to being a Zero Suicide organization and cultivating a network of providers who are engaged in the Zero Suicide philosophy.

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network hereby recognizes September 2022 as National Suicide Prevention Month. OCHN calls upon our citizens, government agencies, public and private institutions, businesses, and schools to recommit our state to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

**Farmington City Council
Staff Report**

Council Meeting
Date: September 6, 2022

**Item
Number**
6

Submitted by: David Murphy, City Manager

Agenda Topic:

Consideration to Adopt Notice of Intent and Reimbursement Resolution for 2022 Capital Improvement Bonds to Finance the purchase of the property at 33825 Grand River.

Proposed Motion:

Move to adopt Notice of Intent and Reimbursement Resolution for 2022 Capital Improvement Bonds to finance the purchase of the property at 33825 Grand River.

Background:

In order to purchase the property at 33825 Grand River the City Council will need to adopt the attached resolution which provides notice of intent to issue Capital Improvement Bonds to purchase the property at 33825 Grand River. The resolution instructs the City Clerk to publish a notice, notifying electors of the City's intent to issue bonds and their referendum rights which run from the publication of the notice for 45 days. The 45-day period would conclude in early November 2022.

The proposed amount contained in the notice is \$600,000, which is conservatively high. The not-to-exceed amount is based on current estimates with an added contingency. Once the project is bid and costs are more certain, the amount can be reduced, but cannot be increased. Also, before the bonds can be issued, Council would have to adopt another resolution authorizing the issuance of the bonds.

The bonds are intended to be repaid from the City's General Fund.

Attached to this report is a letter from the City's Bond Attorney describing the process and the notice of intent resolution.

Materials:

Letter from Bond Attorney
Notice of Intent Resolution

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

PATRICK F. MCGOW
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September 1, 2022

Mr. Christopher M. Weber
Director of Finance and Administration
City of Farmington
23600 Liberty Street
Farmington MI 48332-9002

Re: City of Farmington Capital Improvement Bonds for Property Acquisition

Dear Chris:

As we discussed, I have enclosed a Notice of Intent Resolution for consideration for approval by the City Council at its meeting on September 6th. This Resolution authorizes the publication of a Notice of Intent relating to the City's Bonds to be issued to pay the cost to acquire property, plus demolition costs, site preparation and parking improvements (the "Project"). It is my understand that the City intends to acquire the property, demolish the building, retain a portion of the property for City parking, and sell the rest of the property for private development purposes.

The enclosed Notice of Intent Resolution indicates the City's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$600,000 to pay all or part of the cost of the Project. The Notice of Intent Resolution authorizes the City Clerk to publish a notice of intent to issue Bonds in the *Farmington Observer* indicating the City's intent to issue Bonds for the project in an amount not to exceed \$600,000. The Notice provides that the City will pledge its limited tax full faith and credit as security for the Bonds.

The Resolution does not obligate the City to issue Bonds up to the full amount. The actual amount of the Bonds will be based on the purchase price plus the estimated demolition, site prep, parking construction costs and issuance costs. The amount of the Bonds can be decreased from the not to exceed amount, but could not be increased above that amount.

Because the intended use of the property is partly for City parking purposes, and partly for potential sale for private use and redevelopment, we are recommending that the Bonds be sold on a taxable basis to provide greater flexibility to the City on the use of the property. We anticipate the Bonds would be sold through a private placement sale, after taking bids from financial institutions and other bidders.

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Christopher M. Weber

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September 1, 2022

the issuance of the Bonds. The Bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution on page 3. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City.**

Paragraph 4 of the Resolution contains language required by the Internal Revenue Code which authorizes the City to reimburse itself from Bond proceeds for certain costs relating to the project incurred prior to issuance of the Bonds. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon. This is intended to provide you with flexibility relating to the use of the Bond proceeds in the event the City incurs hard construction costs before the Bonds are actually issued. We usually include this paragraph in a Notice of Intent Resolution, although this is not necessary if the Bonds are sold on a taxable basis.


If the Notice of Intent Resolution is approved by Council and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in mid-October. We would then prepare a resolution to authorize the issuance of the Bonds to be approved by the City Council and that resolution would determine the size of the Bond issue.

We would appreciate receiving three (3) certified copies of the Resolution upon its adoption as well as three (3) Affidavits of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Patrick F. McGow

Enclosure

cc: David Murphy
Kari Blanchett
Tom Schultz

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**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS FOR PROPERTY ACQUISITION**

CITY OF FARMINGTON
County of Oakland, State of Michigan

Minutes of a regular meeting of the City Council of the City of Farmington, County of Oakland, State of Michigan, held on September 6, 2022, at 7:00 o'clock p.m. prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Farmington, County of Oakland, State of Michigan (the "City"), intends to authorize the issuance and sale of one or more series of general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay the cost to acquire property, plus demolition costs, site preparation and parking improvements (the "Project"); and

WHEREAS, the total amount of bonds to be issued to finance the acquisition and construction of the Project shall not exceed Six Hundred Thousand Dollars (\$600,000); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Notice of Intent Authorized. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Farmington Observer*, a newspaper of general circulation in the City.
2. Form of Notice of Intent. The notice of intent shall be published as a **display advertisement not less than one-quarter (1/4) page in size** in substantially the form attached to this Resolution as Exhibit A.

3. Approval of Notice of Intent and Publication. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the taxpayers and electors of the City, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. Reimbursement Declaration. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$600,000.

(c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Mary J. Mullison
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, State of Michigan, at a regular meeting held on September 6, 2022, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

Mary J. Mullison
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF FARMINGTON OF INTENT TO ISSUE BONDS AND THE RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Council of the City of Farmington, County of Oakland, intends to authorize the issuance and sale of general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series in a total principal amount of not to exceed Six Hundred Thousand Dollars (\$600,000), for the purpose of paying the cost to acquire property, plus demolition costs, site preparation and parking improvements.

BOND DETAILS

The bonds will mature in annual installments not to exceed fifteen (15) in number, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on the bonds.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON THE BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Mary J. Mullison
Clerk, City of Farmington

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Farmington City Council Staff Report	Meeting Date: September 6, 2022	Reference Number 7
Submitted by: David Murphy, City Manager		
Agenda Topic: Approval of Proposed Intergovernmental Agreement with Oakland County for Local Fiscal Recovery Fund Distribution.		
Proposed Motion To approve the Intergovernmental Agreement with Oakland County for Local Fiscal Recovery Fund Distribution for use to develop plans to apply for State Drinking Water Revolving Fund and Clean Water Revolving Fund.		
<p><u>Background</u></p> <p>Before you is a request to approve an Intergovernmental Agreement with Oakland County. The Agreement is to provide American Rescue Plan Act of 2021 (“ARAP”) grant funding for Infrastructure Planning activities. The County is providing funding to the City that it received from the federal government. The grant is a dollar-for-dollar matching grant for up to \$100,000 with the city matching up to \$100,000 for a total amount of up to \$200,000.</p> <p>This Agreement is similar to the County’s standard Intergovernmental Agreement for other county services such as CLEMIS services received by the Department of Public Safety. The Agreement contains additional requirements that are specific to ARAP federal funding. Legal counsel has reviewed the County agreement.</p> <p>The funds will be used for two projects. The first project is to develop a project plan to enable the City to apply for funding from the Drinking Water State Revolving Fund (DWSRF). This fund provides monies to help satisfy the requirements of the federal Safe Drinking Water Act. The second planned project is for an evaluation and prioritization of the conditions of the city’s sanitary sewer. This assessment will be used to request funds from the Clean Water State Revolving Fund (CWSRF), which funds water quality infrastructure projects. The intent is to submit final project plans and request for funding to EGLE in 2023. Both the DWSRF plan and the CWSRF assessment will be conducted by OHM. The City has until December 31, 2026, to spend these funds.</p>		

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Farmington**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Farmington ("Public Body") 23600 Liberty Street, Farmington, Michigan 48335. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives

insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
 7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
 8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public

Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public

Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own

legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall

be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to County, it shall be addressed and sent to: **Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.**
 - b. If Notice is sent to Public Body, it shall be addressed to: City of Farmington, 23600 Liberty Street, Farmington, Michigan 48335.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise

required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS**. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT**.

- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
- b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David Murphy, City Manager, City of Farmington hereby acknowledges that he/she has been authorized by a resolution of the City of Farmington, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
David Murphy, City Manager, City of Farmington

DATE: _____

WITNESSED: _____
[insert name, title]

DATE: _____

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A

[Type text]

EXHIBIT B

[Type text]

Exhibit A – Project Scope

DWSRF Project Plan Schedule:

Authorization to Proceed from City	September 6, 2022
Draft Project Plan Preparation	October 2022 – February 2023
Submit an Intent to Apply Form to EGLE	Prior to November 1, 2022
Draft Project Plan to City for Review	Late February / Early March 2023
Place DWSRF Project Plan for Public Notice	March 2023
Advertise for Public Hearing	March 2023
DWSRF Public Hearing	April 2023
DWSRF Project Plan Final Client Review	May 2023
DWSRF Submission to EGLE (Deadline: June 1, 2023)	May 2023

CWSRF Project Plan Schedule:

Authorization to Proceed from City	September 6, 2022
CCTV Conducted	October – November 2022
Submit Intent to Apply Form to EGLE	Prior to November 1, 2022
OHM to Evaluate/Prioritize 9 Mile Road Retention Treatment Basin Condition Assessment Recommendations	November – December 2022
OHM to Review CCTV Results	December 2022 – January 2023
Draft Project Plan Preparation	January – March 2023
Draft Project Plan to City for Review	March 2023
Place CWSRF Project Plan for Public Notice	March 2023
Advertise for Public Hearing	March 2023
CWSRF Public Hearing	April 2023
CWSRF Project Plan Final Client Review	April 2023
CWSRF Submission to EGLE (Deadline: May 1, 2023)	April 2023

Note: Due to the recent change in the EGLE submission deadlines, it is possible that the already very tight timeframe may require the City to delay submission until the 2024 deadline for one or both Project Plans.

EXHIBIT B

Grant Award	Local Match
\$100,000.00	\$100,000.00

The Grant Award will equal the local match up the amount listed above, any amounts above the sum of the amounts listed above, will be paid through local funds.

Farmington City Council Staff Report	Council Meeting Date: 9-6-22	Item Number 8
Submitted by: David Murphy, City Manager		
Agenda Topic: Application for low interest rate loans from the State’s Drinking Water State Revolving Fund (DWSRF) and the Clean Water State Revolving Fund (CWSRF) to assist the City with needed critical infrastructure improvements to the City’s water and sewer system.		
Proposed Motion: Authorize the City Manager to engage OHM to prepare a project plan to apply for a low interest rate loans from DWSRF and CWSRF to be used in connection with water and sewer infrastructure improvements.		
<p>Background: The State of Michigan maintains a Drinking Water State Revolving Fund (DWSRF) and a Clean Water State Revolving Fund (CWSRF) for purposes of assisting local governments with covering the cost of making needed improvements to critical infrastructure for drinking water and sanitary sewage disposal systems.</p> <p>The City applied for and recently received a grant from Oakland County that will match the City’s expenditures on local critical infrastructure improvements “dollar for dollar” up to \$100,000 for a total of \$200,000. The intention is for the City to use the DWSRF funds, if we receive them, for water line maintenance, repair, replacements, and upgrades and the CWSRF funds for primarily lining of aging sewer pipes. The overall idea of doing this now is to leverage the City’s ARPA dollars with County, State and Federal dollars to get as much infrastructure repaired, improved, and upgraded as possible while funding sources are available. Council is aware that we have talked about getting this project plan prepared for a while, and in fact it is referenced in the most recent work plan. The recent County grant and available ARPA funds makes the timing ideal and presents a unique opportunity that the City can take advantage of.</p> <p>The Administration believes that OHM, as the City’s engineer for some 60 years or more, is best positioned to help the City evaluate its current critical infrastructure needs and solutions and help us put together the application materials.</p>		
Materials: Two project letters from OHM		



September 1, 2022

Mr. Murphy, City Manager
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: Clean Water State Revolving Fund Project Plan
Updated Proposal for Engineering Services

Dear Mr. Murphy:

OHM Advisors appreciates the opportunity to prepare a Clean Water State Revolving Fund (CWSRF) Project Plan for the City of Farmington. The CWSRF Project Plan is required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for those communities seeking low interest loans to make improvements to their wastewater system. The plans are due annually by June 1st. We have prepared the project understanding and scope of services based on our experiences and discussions with City staff.

PROJECT UNDERSTANDING

In order to qualify for replacement under the CWSRF Program, manholes and sanitary sewer pipes must be televised and scored using the NASSCO standards. The scoring varies from 1 to 5, with 1 being new condition and 5 indicating significant defects or failure. Manholes and piping typically need to have a score of 4 or 5 in order to qualify for a loan under the CWSRF Program. The City would like to apply for low interest loans and would prefer to receive grant money available through the Infrastructure Investment and Jobs Act.

The CWSRF Project Plan will establish the need for the project, compare alternatives in terms of cost and environmental impacts, select an alternative, and identify the user costs associated with the selected alternative. The project plan must be presented to the public during a public hearing.

SCOPE OF SERVICES

OHM Advisors will prepare a CWSRF Project Plan for submission to EGLE. The sanitary sewer replacements will be based on information obtained from the televising that is anticipated to occur during the fall of 2022. The various components of the CWSRF project plan include the following:

- Meet with the City to discuss the locations where sanitary collection system breaks have occurred and the target areas for televising.
- Submit an Intent to Apply form to EGLE by November 1, 2022. The form will include a brief summary of proposed projects and a preliminary opinion of probable cost for the proposed projects, subject to revision during the project Plan preparation process.
- Provide project background including population, natural environment, economic conditions, and existing assets.
- Coordinate with the televising contractor to perform manhole inspections along the pipe televising routes. Manhole inspections will include developing manhole assessment certification program (MACP) scores for approximately 120 manholes.

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F 248.364.3001

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- Review televising footage for pipeline assessment certification program (PACP) scores.
- Develop opinion of construction costs and life cycle costs for up to 12 project alternatives to rehabilitate or sanitary sewer mains and other assets in the system. This may include a review of materials and/or replacement methods (i.e., replacement versus lining). EGLE requirements will be discussed during the Intent to Apply meeting.
- Identify the selected alternatives description, schedule, and user cost.
- Prepare the Fiscal Sustainability Plan required by the CWSRF Program.
- Discuss the environmental impacts of the proposed work.
- Describe proposed mitigation for the selected alternatives.
- Provide an opportunity for public participation (including OHM presenting on the report at the public hearing). A transcript or recording of the public hearing is required to be submitted to EGLE with the Final Project Plan.
- Update and finalize the CWSRF report based on public comment, City, and EGLE comments.
- Prepare notification letters to federal and state agencies for environmental clearance, including the Tribal Historical Preservation Officers, the Michigan Natural Features Inventory, United States Fish and Wildlife Service, and State Historical Preservation Office Part 106 Application to review historical properties and archeological items of interest that may be located in the area of work.
- Include maps and figures.

DELIVERABLES

OHM proposes to provide the City with a complete CWSRF Project Plan and will submit the final project plan to EGLE by June 1, 2023. The final project plan and presentations made to the City Council are proposed to be provided in digital format for purposes of having records of the work performed. EGLE requires that two hard copies of the Final CWSRF Project Plan be submitted.

SCHEDULE

It is proposed that the CWSRF Project Plan be submitted by the May 1, 2023 deadline. Milestone dates for each task will be coordinated with the City, but an anticipated schedule is shown below.

Authorization to Proceed from City	September 6, 2022
CCTV Conducted	October - November 2022
Submit Intent to Apply Form to EGLE	Prior to November 1, 2022
OHM to Evaluate/Prioritize 9 Mile Road Retention Treatment Basin Condition Assessment Recommendations	November - December 2022
OHM to Review CCTV Results	December 2022 – January 2023
Draft Project Plan Preparation	January - March 2023
Draft Project Plan to City for Review	March 2023
Place CWSRF Project Plan for Public Notice	March 2023
Advertise for Public Hearing	March 2023
CWSRF Public Hearing	April 2023
CWSRF Project Plan Final Client Review	April 2023
CWSRF Submission to EGLE	April 2023

COMPENSATION

The services outlined above will be performed on a lump sum basis in accordance with the enclosed *Standard Terms and Conditions* for the amount of \$122,000. This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis.



Please also note that the City might incur additional costs during the preparation of the Project Plan. These costs, which are not part of this proposal and must be addressed by the City, are estimated and itemized as follows:

- | | |
|--|----------------|
| • Court reporter for public hearing transcript | \$800 |
| • Public Hearing Notice Advertisement | \$200 |
| TOTAL = | \$1,000 |

FURTHER CLARIFICATIONS AND ASSUMPTIONS

Please note, this proposal outlines the tasks associated with satisfying the currently understood EGLE Rule requirements. This proposal excludes further requirements that may be communicated from EGLE after the date of this proposal. If additional labor effort is required beyond the scope of services as described herein, OHM Advisors will discuss a change order with the City. OHM Advisors will not proceed with additional services without the expressed written authorization from the City. The following assumptions were also made in the development of this proposal:

- The City will contract directly with a CCTV contractor. No CCTV services are included in this proposal. As discussed with the City previously, a suggested CCTV budget for 2022 is \$75,000.
- The CWSRF Project Plan will be based on the results of the CCTV scoring, subject to review with the DPW director to determine if other sections should be included in the vicinity of the project areas.
- Alternatives analysis will include a review of installation techniques within the project area.
- The proposal includes \$15,000 for the completion of the State Historical Preservation Office (SHPO) Part 106 application, which is required for projects receiving Federal funds. This activity will be completed by a subconsultant that has archaeologists on staff, as required by SHPO. Last year, allowances were made by EGLE under the Drinking Water SRF Project Plans such that the SHPO application did not need to be completed. Should this be the case for CWSRF Project Plans completed in 2023, OHM will provide a review of architectural and historical resources in the project areas for inclusion in the project plan.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,

Matt Parks, P.E.
Principal

Krista M. Takacs, P.E.
Project Manager



September 1, 2022

Mr. Murphy, City Manager
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: Drinking Water State Revolving Fund Project Plan
Updated Proposal for Engineering Services

Dear Mr. Murphy:

OHM Advisors appreciates the opportunity to prepare the Drinking Water State Revolving Fund (DWSRF) Project Plan for the City of Farmington. The DWSRF Project Plan is required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for those communities seeking low interest loans to make improvements to their water system. The plan must be submitted to EGLE for review and approval by July 1, 2023. We have prepared the project understanding and scope of services based on our experiences and discussions with City staff.

PROJECT UNDERSTANDING

The City of Farmington contracted OHM to update their Water Reliability Study in 2020, which also included the General Plan and Asset Management Plan for the water system. A Capital Improvement Plan (CIP) was included as part of the Asset Management Plan. The CIP identifies five projects to be performed within the next five years, as well as an additional 13 projects to be performed within the next 20 years. It is understood that the City has experienced some water main breaks, which can indicate that the piping is nearing the end of its useful life. In addition, there are a small number of lead service lines that need to be replaced. Those located near the water mains selected for repair or replacement will be proposed for replacement under the project plan. The City would like to apply for low interest loans and would prefer to receive grant money available through the Infrastructure Investment and Jobs Act.

The DWSRF Project Plan will establish the need for the project, compare alternatives in terms of cost and environmental impacts, select an alternative, and identify the user costs associated with the selected alternative. The project plan must be presented to the public during a public hearing.

SCOPE OF SERVICES

OHM Advisors will prepare a DWSRF Project Plan for submission to EGLE. The water main replacements will be based on information contained in the City's Water Asset Management Plan. The various components of the DWSRF project plan include the following:

- Meet with the City to discuss the locations of water main breaks and identify the CIP projects that will be included in the project plan.
- Submit an Intent to Apply form to EGLE by November 1, 2022. The form will include a brief summary of proposed projects and a preliminary opinion of probable cost for the proposed projects, subject to revision during the project Plan preparation process.
- Provide project background including population, water usage, and existing assets.

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AUBURN HILLS, MICHIGAN 48326

T 248.751.3100
F 248.364.3001

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- Develop opinion of construction costs and life cycle costs for up to 12 project alternatives to rehabilitate or replace water mains and other assets in the system. This may include a review of materials and/or replacement methods (i.e., open trench versus boring). EGLE requirements will be discussed during the Intent to Apply meeting. (It is understood that no feasible alternative to lead service line replacements exist.)
- Identify the selected alternatives description, schedule, and user cost.
- Discuss the environmental impacts of the proposed work.
- Describe proposed mitigation for the selected alternatives.
- Provide an opportunity for public participation (including OHM presenting on the report at the public hearing). A transcript or recording of the public hearing is required to be submitted to EGLE with the Final Project Plan.
- Update and finalize the DWSRF report based on public comment, City, and EGLE comments.
- Prepare notification letters to federal and state agencies for environmental clearance, including the Tribal Historical Preservation Officers, the Michigan Natural Features Inventory, United States Fish and Wildlife Service, and State Historical Preservation Office Part 106 Application to review historical properties and archeological items of interest that may be located in the area of work.
- Include maps and figures.

DELIVERABLES

OHM proposes to provide the City with a complete DWSRF Project Plan and will submit the final project plan to EGLE by the July 1, 2023 deadline. The final project plan and presentations made to the City Council are proposed to also be provided in digital format for purposes of having records of the work performed. EGLE requires that two hard copies of the Final DWSRF Project Plan be submitted.

SCHEDULE

The DWSRF Project Plan will be submitted to the EGLE by the June 1, 2023 deadline. Milestone dates for each task will be coordinated with the City, but an anticipated schedule is shown below.

Authorization to Proceed from City	September 6, 2022
Draft Project Plan Preparation	October 2022 – February 2023
Draft Project Plan to City for Review	Late February / Early March 2023
Place DWSRF Project Plan for Public Notice	March 2023
Advertise for Public Hearing	March 2023
DWSRF Public Hearing	April 2023
DWSRF Project Plan Final Client Review	May 2023
DWSRF Project Plan Submittal	May 2023

COMPENSATION

The services outlined above will be performed on a lump sum basis in accordance with the enclosed *Standard Terms and Conditions* for the amount of \$70,000 plus an additional \$1,000 as outlined below. This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis.

Please also note that the City might incur additional costs during the preparation of the Project Plan. These costs, which are not part of this proposal and must be addressed by the City, are estimated and itemized as follows:

- Court reporter for public hearing transcript \$800
- Public Hearing Notice Advertisement \$200

TOTAL = \$1,000



FURTHER CLARIFICATIONS AND ASSUMPTIONS

Please note, this proposal outlines the tasks associated with satisfying the currently understood EGLE Rule requirements. This proposal excludes further requirements that may be communicated from EGLE after the date of this proposal. If additional labor effort is required beyond the scope of services as described herein, OHM Advisors will discuss a change order with the City. OHM Advisors will not proceed with additional services without the expressed written authorization from the City. The following assumptions were also made in the development of this proposal:

- The DWSRF Project Plan will be based on recommendations presented as part of the CIP within the City's recently completed Water Reliability Study, General Plan, and Asset Management Plan. Additional projects will be developed in consultation with the DPW Director based on water main break history. Replacement of lead service lines will be included in the areas where other work is proposed for areas known or suspected to have lead service lines
- Alternative analysis will include a review of installation techniques within the project area.
- The proposal includes \$15,000 for the completion of the State Historical Preservation Office (SHPO) Part 106 application, which is required for projects receiving Federal funds. This activity will be completed by a subconsultant that has archaeologists on staff, as required by SHPO. Last year, allowances were made by EGLE such that the SHPO application did not need to be completed. Should this be the case for 2023, OHM will provide a review of architectural and historical resources in the project areas for inclusion in project plan.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,

OHM ADVISORS

Matt Parks, P.E.
Principal

Krista M. Takacs, P.E.
Project Manager

Farmington City Council Staff Report	Council Meeting Date: September 6, 2022	Item Number 9
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: CWSRF Sewer Cleaning & CCTV Inspection		
Proposed Motion: Move to approve Pipeline Management Company Incorporated to conduct sanitary sewer cleaning, and PACP inspections of the sanitary sewer system in various locations of the community not to exceed \$75,000 in preparation to apply for CWSRF grant funding and authorize City Administration to execute contract documents subject to any minor amendments to the final form of the City Manager's office and the City Attorney's office.		
Background: <p>Engineers at Orchard Hiltz & McCliment recommend having Pipeline Management Company Incorporated located at 2673 E. Maple Road Milford Michigan 48381 to conduct preliminary sewer cleaning, and Pipeline Assessment Certification Program (PACP) inspection of multiple sanitary sewers in various locations within the city in preparation to apply for Clean Water State Revolving Fund (CWSRF) grant opportunities.</p> <p>Pipeline Management has a contract with Oakland County Water Resource Commission (OCWRC) to provide this service based upon an hourly rate. Within the contract with OCWRC Pipeline Management has a rate escalator annually based upon OCWRC fiscal year. Engineers at OHM estimate Pipeline Management could potentially clean and inspect up to 50,000 lineal feet (+/-19%) of community's sanitary sewer system. The PACP inspections is intended to provide a snapshot of the condition of the sanitary sewer system in preparation to apply for CWSRF grant funding opportunities. The CWSRF grant funding will allow city administration to conduct large scale sanitary sewer improvements the community has not seen sense the early 1990's.</p> <p>According to our records sense 2012 contractors have conducted sewer cleaning, inspections, and lining on approximately 26,000 lineal feet in Floral Park and Bel Aire subdivisions which is about 10% of sanitary sewer system. Water & sewer Department staff conduct sanitary sewer cleaning of all sanitary sewers on a 5-year schedule.</p>		
Materials: Quote & Pipeline Management Hourly Rates		



PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor
Pipeline Inspection, Maintenance, Repair and Rehabilitation

QUOTATION

To: City of Farmington
Attn: Mr. Chuck Eudy
33720 W. 9 Mile Road
Farmington, MI 48335

Date: 9/2/2022
Expiration Date: 30 Days From Submittal Date
Project Name: CWSRF Cleaning & Televising
Payment Terms: Net 30-1.5% Int. Per Month Thereafter

PIPELINE MANAGEMENT COMPANY, INC. (hereinafter Contractor or Pipeline) proposes to perform the work identified in Section 1 in accordance with the Project's Contract Documents or Owner's reasonable written direction when no plans are provided.

Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING. Upon notification by Owner, Contractor agrees to provide all work necessary to complete the project as more particularly described below:

No.	Description	Est. Qty.	Unit Price	Extension
1.	Please See Attached T&M Rate Sheet		Hourly - T&M	
	Estimated Total not to exceed total			\$75,000.00

Project Specific Notes

1. Based on maps and direction from the City of Farmington, Pipeline Management Company will clean and CCTV inspect manhole to manhole sanitary sewer segments per NASSCO standard practices. If necessary, PMC will cut and flush using industry standard tools for that purpose such as water jets, chain knockers or carbide blade cutters to perform the work. If obstructions are out of the ordinary, PMC will seek direction from the City of Farmington prior to proceeding.
2. PMC will bill the City of Farmington based on our attached Oakland County Contracted T&M rates. PMC will not perform more than \$75,000.00 worth of work on this project without expressed written instruction from the City of Farmington. Daily billable time will start when our crew arrives at the Farmington DPW and ends when our crew leaves the DPW yard at the end of the work day.
3. There will be no bond, inspection, permit, or disposal fees. Water will be available at hydrants adjacent to work areas throughout the City of Farmington at no cost to PMC. Traffic control and bypass pumping, if needed, will be either subcontracted or billed through our contracted rates.
4. Vactor debris will be disposed of @ the City of Farmington treatment facility.
5. PMC is working under the supervision of the City of Farmington. We understand there will not be full time inspection. PMC will communicate any onsite issues with the City of Farmington as they arise.

Section 2. STANDARD INCLUSIONS AND EXCLUSIONS. This Agreement includes the following standard proposal inclusions and exclusions.

Proposal Inclusions:

1. Certificate of Insurance not including Primary or Non-Contributory Coverage.
2. Final deliverables including PDF CCTV reports, CCTV videos, and a file database named after the unique pipe identifier for each pipe segment inspected.
3. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.

4. Cutting, if authorized, will be performed with industry standard hydro nozzle, carbide root blade, and or chain knockers.

Proposal Exclusions:

1. Please see project specific notes for any exclusions.

Section 3. TERMS AND CONDITIONS. This Agreement is contingent upon the following terms and conditions:

a. ARBITRATION. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof

b. Limits of Liability. In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Pipeline harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

c. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

e. UNIT PRICES APPLY. Quantities are unknown. Attached T&M prices apply for actual invoice and payment.

f. INVOICING and PAYMENT. Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

g. Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Contractor.

THIS AGREEMENT IS EXPRESSLY LIMITED TO, AND MADE CONDITIONAL ON OWNER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS SECTION 2 STANDARD INCLUSIONS AND EXCLUSIONS AND SECTION 3 TERMS AND CONDITIONS. CONTRACTOR OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

CONTRACTOR:

Pipeline Management Company, Inc.

By: _____

Print Name, Title & Date

OWNER:

City of Farmington

By: _____

Print Name, Title & Date

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.

City of Farmington
Time & Material Rates- September 2nd, 2022
Equipment Rate Payment Schedule

Description	Proposed Rates For 3 Year Contract Term				
	Hourly	Daily	Idle	Weekly	Monthly
18" & Under Blower Jet/Vac Combo Unit Includes one 50' Section of Layflat	145.00		72.50		
24" Blower Jet/Vac Combo Unit Includes one 50' Section of Layflat	165.00		82.50		
2" Lay Flat Discharge Hose - Add'l 50 Ft. Sections		30.00			
T.V. Grout Unit	110.00		55.00		
Off Road CCTV Unit	110.00		55.00		
UV Spot Liner Unit	135.00		67.50		
Supervisors Vehicle	30.00		15.00		
3/4 Ton and Less Support Vehicle	30.00		15.00		
Cargo Van	30.00		15.00		
F450 Stake Truck	30.00		15.00		
Easement Machine w/Trailer		500.00	250.00		
Kubota RTV 1100C w/Trailer		500.00	250.00		
10' Tag Trailer		85.00			
Mobile Grout Reel		275.00	137.50		
Trailer Mounted Grout Unit (Inc.Trailer)	100.00		50.00		
Joint Grouting Packer (8"-10")		150.00			
Joint Grouting Packer (12"-15")		250.00			
Joint Grouting Packer (18"-21")		350.00			
Joint Grouting Packer (24"-42")		500.00			
Lateral Grouting Packer (8"-12")		450.00			
Lateral Grouting Packer (15"-24")		500.00			
Lateral Inspection Equipment From The Main	50.00				
Lateral Cleaning Equipment		300.00			
Reinstatement Cutter		500.00			
Root Cutter - 8"-12" (Carbide Blade)	50.00				
Root Cutter - 15"-24" (Carbide Blade)	60.00				
Root Cutter - 8"-12" (Chain knockers)	20.00				
Root Cutter - 15"-24" (Chain knockers)	30.00				
Enz Cutter 8"-18"	75.00				
Enclosed 12' Sign Trailer		150.00			
Traffic Cones		4.00			
Traffic Barrels & Channelizers		5.00			
Traffic Signs		7.00			
Arrow Board		300.00	150.00		
Sewer Plug 8" - 24"		150.00		500.00	1,750.00
Sewer Plug 24" - 36"		300.00		800.00	2,200.00
Chain Saw		100.00		500.00	1,000.00
2000-3500 Watt Generator		150.00			
Chipping Hammer		50.00			
Air Compressor - To 175 CFM	60.00		30.00		
Dry suit		300.00			
Sonde Manhole Locator		150.00			
Truck Mats		35.00			
Waders		100.00			
Confined Space Entry Equipment (no charge if used in conjunction with TV Truck mobilization)		450.00			
Enz Cutter 19"-36"	125.00				
Walking Equipment CCTV		750.00			
Pontoon		750.00			
Internal Large Diameter Grouting Equipment		1,250.00			

Payment Terms: Net 30

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City of Farmington

Time & Material Rates- September 2nd, 2022

Project Specific Materials, Equipment Rentals and Subcontract Payment Schedule

MATERIALS

Description	Proposed Rates		
	2022/23	2024	2025
Grout	25.00	27.00	30.00
Add'l Project Specific Materials & Supplies Shall Be Invoiced At Cost + 15%			

SUBCONTRACT

Description	Proposed Rates		
	2022/23	2024	2025
ALL Project Specific Subcontract Costs Shall Be Invoiced At Cost + 15%			

EQUIPMENT RENTAL

Description	Proposed Rates		
	2022/23	2024	2025
ALL Project Specific Equipment Rentals Shall Be Invoiced At Cost + 15%			

Permits/Inspection/WaterUsage/Other Job Specific Reimbursables

Description	Proposed Rates		
	2022/23	2024	2025
Unscheduled Project Specific Items Shall Be Invoiced At Cost + 15%			

Payment Terms: Net 30

**City of Farmington
Time & Material Rates- September 2nd, 2022
Labor Rate Payment Schedule**

Proposed 2022/23 Prices

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	90.00	135.00	180.00
Foreman	70.00	105.00	140.00
Operator/Driver	70.00	105.00	140.00
Spot Liner Driver/Operator	90.00	135.00	180.00
Laborer	65.00	97.50	130.00

Proposed 2024 Prices

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	92.00	138.00	184.00
Foreman	72.00	108.00	144.00
Operator/Driver	72.00	108.00	144.00
Spot Liner Driver/Operator	92.00	138.00	184.00
Laborer	67.00	100.50	134.00

Proposed 2025 Prices

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	95.00	142.50	190.00
Foreman	75.00	112.50	150.00
Operator/Driver	75.00	112.50	150.00
Spot Liner Driver/Operator	95.00	142.50	190.00
Laborer	70.00	105.00	140.00

NOTES:

- 1) Standard Rates: First 45 Hours per week (Monday Thru Friday)
- 2) 1.5 O.T. Rates: Over 45 Hours per week and between the hours of 10 P.M. & 8 A.M. when part of the same shift. Saturday work at 1.5 O.T. Rate.
- 3) Double Time Rates: Sunday and legal holidays.
- 4) Mobile equipment and one driver per unit will charge actual time up to a maximum of 45 minutes for each daily mob and again for each demob from the jobsite daily.
- 5) No travel time will be billed for job labor not specifically driving equipment to and from the worksite. Includes fueling time.
- 6) A minimum showup time of two hours will be paid for crews that have mobilized but are unable to work for conditions outside of their control.
- 7) If the Vactor is mobilized and not used but required to recirculate due to cold weather conditions, the Vactor shall be charged at full time due to need to keep water on the truck from freezing.

Farmington City Council Staff Report	Council Meeting Date: September 6, 2022	Item Number 10
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Change Order No. 1 & Construction Estimate No. 1 for the 2022 Road Rehabilitation Project		
Proposed Motion: Move To Approve payment to Best Asphalt Incorporated for Change Order No. 1 & Payment Application No. 1 in the amount of \$268,437.28 for the. 2022 Road Rehabilitation Project.		
<p>Background: In conjunction with the city’s consulting engineers Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the 2022 Road Rehabilitation Program. The committee selected multiple local streets based upon PASER Score, infrastructure condition including water main, and sanitary sewer. The 2022 Road Rehabilitation Program will not conflict with other capital improvement projects this year.</p> <p><u>Change Order No.1</u> Includes increased quantity of curb on Glenview Street, increased quantity of concrete storm sewer on Flemming Street, and some additional items noted in the Change Order.</p> <p><u>Construction Estimate No.1</u> Includes a portion of mobilization and traffic control for all streets and sidewalks. Yoder Street removals, curb installation, catch basin adjustment, HMA paving and ADA sidewalk improvements. Glenview concrete removals, curb, and concrete replacement. Storm sewer replacement on Flemming and courts.</p> <p>Additional quantities of curb replacement on Glenview Street were added to the scope of the project and additional quantities corrugated metal storm sewer pipe were discovered on Flemming Street after the project was placed out for bid. The replacement of the corrugated metal pipe was added to the scope of the project to ensure the roadway integrity. Due to the increased quantities of curb replacement and storm sewer replacement, a portion or possibly all of Alta Loma resurfacing may be removed from the scope of the project.</p> <p>OHM recommends approving payment to Best Asphalt Incorporated located at 6334 N. Beverly Plaza, Romulus MI. 48174 in the amount of \$268,437.28 with \$29,826.36 held as retainage. \$298,263.64 is the Total Earnings this period.</p> <p>Progress has been smooth with some minor inconveniences to the residents during the storm sewer replacements.</p>		
Materials: OHM Recommendation of Change Order No.1 & Payment Application No. 1 Contractors Declaration		



August 31, 2022

Mr. Chuck Eudy
DPW Superintendent
City of Farmington
33720 W. 9 Mile Road
Farmington, Michigan 48335

Regarding: 2022 Road Rehabilitation Program
OHM Job No. 0111-21-0050

Dear Mr. Eudy:

Enclosed are Payment Application No. 1 and Change Order No. 1 for the referenced project. We would recommend approval of this Change Order. If you concur, please sign and return a pdf to OHM for our files.

Best Asphalt, Inc. has completed the work shown on the attached payment application for the period ending August 26, 2022, and we would recommend payment to the Contractor in the amount of **\$268,437.28** which includes the full release of previously held retainage.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Matt Parks".

Matt Parks, P.E.
Client Representative

cc: Joshua Leach, Assistant Superintendent (via e-mail)
Brad Hanson, Best Asphalt, (via e-mail)
Michael McNutt, OHM (via email)
File

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PAYMENT APPLICATION



Project: City of Farmington - 2022 Road Rehabilitation Program

Job Number: 0111-21-0050

Number: 1

Period End Date: 8/26/2022

Status: Approved

Contract Start Date: 7/15/2022

Contract End Date: 10/13/2022

Contract Duration: 90

Print Date: 8/29/2022

OWNER: City of Farmington
23600 Liberty Street

CONTRACTOR: Best Asphalt, Inc.
6334 N. Beverly Plaza

Farmington, MI 48335
(248) 474-5500

Romulus, MI 48174
(734) 729-9440

SCHEDULE On
STATUS:

NOTE:

Original Contract Amount:	\$953,316.54	Change Order 1:	\$63,462.50	Earnings This Period:	\$298,263.64
Change Orders Amount:	\$63,462.50		\$63,462.50	Earnings To Date:	\$298,263.64
Current Contract Amount:	\$1,016,779.04			Previous Retainage Amount:	\$0.00
				Retainage This Period:	\$29,826.36
				Less Total Retained To Date:	\$29,826.36
				Net Earned:	\$268,437.28
				Previous Earnings:	\$0.00
				Amount Due Contractor:	\$268,437.28

Retainage: 10% of Total Earnings To 50% of Contract, Then 5% of Contract

Approved By

Michael McNutt, Engineer _____ Date _____

Chuck Eudy - Public Works Superintendent - City of Farmington _____
Charles J. Eudy, Superintendent
8/31/2022

Date _____

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: I - 1 - Misc.									
1	Permit Fees Allowance	3000.00 Dlr	3000.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
2	Exploratory Investigation, Vertical	20.00 Ft	20.00	\$150.00	10.00	0.00	\$1,500.00	10.00	\$1,500.00
3	Subgrade Undercutting, Type II (Modified)	202.00 Cyd	202.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Subgrade Undercutting, Type II (Special)	202.00 Cyd	202.00	\$85.00	0.00	0.00	\$0.00	0.00	\$0.00
5	Maintenance Aggregate, 21AA	130.00 Ton	130.00	\$50.00	57.34	0.00	\$2,867.00	57.34	\$2,867.00
6	Hand Patching	8.00 Ton	8.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
7	Sprinkler Line, up to 1 inch	150.00 Ft	150.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
8	Sprinkler Head, Remove & Reset	15.00 Ea	15.00	\$85.00	0.00	0.00	\$0.00	0.00	\$0.00
9	Sprinkler Head, Replace	15.00 Ea	15.00	\$90.00	0.00	0.00	\$0.00	0.00	\$0.00
198	Drainage Structure, reconstruct	0.00 Ea	0.00	\$1,950.00	0.00	0.00	\$0.00	0.00	\$0.00
I - 1 - Misc. Sub-Total:							\$4,367.00		\$4,367.00
Retainage							\$436.70		
Division: J - 2 - Yoder Dr.									
10	Audio Video Route Survey	1.00 Ls	1.00	\$575.00	0.00	0.00	\$0.00	0.00	\$0.00
11	Mobilization, Max 5%	1.00 Ls	1.00	\$6,500.00	1.00	0.00	\$6,500.00	1.00	\$6,500.00
12	Traffic Maintenance and Control	1.00 Ls	1.00	\$650.00	1.00	0.00	\$650.00	1.00	\$650.00
13	Curb, Rem	168.00 Ft	168.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
14	Pavt, Rem	1537.00 Syd	1537.00	\$25.00	1477.50	0.00	\$36,937.50	1477.50	\$36,937.50
15	Sidewalk, Rem	31.00 Syd	31.00	\$25.00	45.00	0.00	\$1,125.00	45.00	\$1,125.00
16	Sign, Rem	2.00 Ea	2.00	\$100.00	4.00	0.00	\$400.00	4.00	\$400.00
17	Station Grading	4.09 Sta	4.09	\$2,775.00	4.05	0.00	\$11,238.75	4.05	\$11,238.75
18	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	4.00	\$105.00	3.00	0.00	\$315.00	3.00	\$315.00
19	Aggregate Base, 21AA (Limestone), 6 inch	1535.00 Syd	1535.00	\$12.00	1477.50	0.00	\$17,730.00	1477.50	\$17,730.00
20	Utility Structure, Adj	2.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
21	HMA, MDOT 13A	334.00 Ton	334.00	\$101.05	364.85	0.00	\$36,868.09	364.85	\$36,868.09
22	Conc Pavt, Nonreinf, 8 inch	7.00 Syd	7.00	\$80.00	48.63	0.00	\$3,890.40	48.63	\$3,890.40
23	Driveway Opening, Conc, Det M	30.00 Ft	30.00	\$50.00	27.00	0.00	\$1,350.00	27.00	\$1,350.00
24	Curb, Con, Det E2	160.00 Ft	160.00	\$45.00	159.00	0.00	\$7,155.00	159.00	\$7,155.00
25	Sidewalk, Conc, 4 inch	137.00 Sft	137.00	\$8.00	99.00	0.00	\$792.00	99.00	\$792.00
26	Sidewalk, Conc, 6 inch	137.00 Sft	137.00	\$10.00	109.00	0.00	\$1,090.00	109.00	\$1,090.00
27	Post, Steel, 3 lb	28.00 Ft	28.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
28	Sign, Type IIIB	6.00 Sft	6.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
29	Pavt Mrkg, Waterbone, 4 inch, Blue	116.00 Ft	116.00	\$1.00	90.00	0.00	\$90.00	90.00	\$90.00
30	Pavt Mrkg, Waterbone, 4 inch, Yellow	180.00 Ft	180.00	\$1.00	180.00	0.00	\$180.00	180.00	\$180.00
31	Pavt Mrkg, Waterbone, Accessible Symbol Blue	2.00 Ea	2.00	\$35.00	2.00	0.00	\$70.00	2.00	\$70.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
32	Turf Establishment	72.00 Syd	72.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
187	Detectable Warning Surface	0.00 Ft	4.00	\$60.00	4.00	0.00	\$240.00	4.00	\$240.00
J - 2 - Yoder Dr. Sub-Total:							\$126,621.74		\$126,621.74
Retainage							\$12,662.17		
Division: K - 3 - Glenview Dr.									
33	Audio Video Route Survey	1.00 Ls	1.00	\$1,800.00	0.00	0.00	\$0.00	0.00	\$0.00
34	Mobilization, Max 5%	1.00 Ls	1.00	\$12,000.00	1.00	0.00	\$12,000.00	1.00	\$12,000.00
35	Traffic Maintenance and Control	1.00 Ls	1.00	\$2,050.00	1.00	0.00	\$2,050.00	1.00	\$2,050.00
36	Pavt, Rem	97.00 Syd	97.00	\$25.00	91.00	0.00	\$2,275.00	91.00	\$2,275.00
37	Sidewalk, Rem	78.00 Syd	78.00	\$25.00	80.50	0.00	\$2,012.50	80.50	\$2,012.50
38	Sign, Rem	2.00 Ea	2.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Erosion Control, Inlet Protection, Fabric Drop	15.00 Ea	15.00	\$105.00	10.00	0.00	\$1,050.00	10.00	\$1,050.00
40	Aggregate Base, 21AA (Limestone), 8 inch	1694.00 Syd	1694.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
41	Utility Structure, Adj	2.00 Ea	2.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00
42	Cold Milling HMA Surface	4804.00 Syd	4804.00	\$2.31	4390.00	0.00	\$10,140.90	4390.00	\$10,140.90
43	HMA, MDOT 13A	1057.00 Ton	1057.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
44	Conc Pavt with Integral Curb, Nonreinf, 8 inch	97.00 Syd	97.00	\$80.00	91.00	0.00	\$7,280.00	91.00	\$7,280.00
45	Detectable Warning Surface	20.00 Ft	20.00	\$60.00	4.00	0.00	\$240.00	4.00	\$240.00
46	Sidewalk, Conc, 4 inch	538.00 Sft	538.00	\$8.00	538.00	0.00	\$4,304.00	538.00	\$4,304.00
47	Sidewalk Ramp, Conc, 6 inch	143.00 Sft	143.00	\$10.00	143.00	0.00	\$1,430.00	143.00	\$1,430.00
48	Sign, Type IIIB	4.00 Sft	4.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
49	Turf Establishment	75.00 Syd	75.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
185	Curb, Rem	0.00 Ft	421.50	\$15.00	421.50	0.00	\$6,322.50	421.50	\$6,322.50
186	Curb and Gutter, Conc, Det F4	0.00 Ft	417.50	\$50.00	417.50	0.00	\$20,875.00	417.50	\$20,875.00
K - 3 - Glenview Dr. Sub-Total:							\$69,979.90		\$69,979.90
Retainage							\$6,997.99		
Division: L - 4 - Cass									
50	Audio Video Route Survey	1.00 Ls	1.00	\$900.00	0.00	0.00	\$0.00	0.00	\$0.00
51	Mobilization, Max 5%	1.00 Ls	1.00	\$5,000.00	1.00	0.00	\$5,000.00	1.00	\$5,000.00
52	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,050.00	1.00	0.00	\$1,050.00	1.00	\$1,050.00
53	Culv, Rem, Less than 24 inch	1.00 Ea	1.00	\$350.00	3.00	0.00	\$1,050.00	3.00	\$1,050.00
54	Curb and Gutter, Rem	24.00 Ft	24.00	\$15.00	15.00	0.00	\$225.00	15.00	\$225.00
55	Pavt, Rem	51.00 Syd	51.00	\$25.00	39.00	0.00	\$975.00	39.00	\$975.00
56	Sidewalk, Rem	97.00 Syd	97.00	\$25.00	103.00	0.00	\$2,575.00	103.00	\$2,575.00
57	Sign, Remove & Reset	2.00 Ea	2.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
58	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	4.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
59	Aggregate Base, 21AA (Limestone), 8 inch	25.00 Syd	25.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
60	Culv End Sect, 12 inch	11.00 Ea	11.00	\$150.00	2.00	0.00	\$300.00	2.00	\$300.00
61	Culv, CI IV, Conc, 12 inch	62.00 Ft	62.00	\$75.00	25.00	0.00	\$1,875.00	25.00	\$1,875.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
62	Cold Milling HMA Surface	2401.00 Syd	2401.00	\$3.00	0.00	0.00	\$0.00	0.00	\$0.00
63	Hand Patching	6.00 Ton	6.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
64	HMA, MDOT 13A	334.00 Ton	334.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
65	Curb and Gutter, Conc, Det F4	55.00 Ft	55.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
66	Detectable Warning Surface	40.00 Ft	40.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
67	Sidewalk, Conc, 4 inch	592.00 Sft	592.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
68	Sidewalk Ramp, Conc, 6 inch	586.00 Sft	586.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
69	Turf Establishment	94.00 Syd	94.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
188	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	\$650.00	2.00	0.00	\$1,300.00	2.00	\$1,300.00
194	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	\$95.00	24.00	0.00	\$2,280.00	24.00	\$2,280.00
199	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
204	Utility Structure, Adj	0.00 Ea	2.00	\$750.00	2.00	0.00	\$1,500.00	2.00	\$1,500.00
L - 4 - Cass Sub-Total:							\$18,130.00		\$18,130.00
Retainage							\$1,813.00		
Division: M - 5 - Hamlin Ct.									
70	Audio Video Route Survey	1.00 Ls	1.00	\$850.00	0.00	0.00	\$0.00	0.00	\$0.00
71	Mobilization, Max 5%	1.00 Ls	1.00	\$2,800.00	1.00	0.00	\$2,800.00	1.00	\$2,800.00
72	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,000.00	1.00	0.00	\$1,000.00	1.00	\$1,000.00
73	Curb and Gutter, Rem	30.00 Ft	30.00	\$15.00	33.00	0.00	\$495.00	33.00	\$495.00
74	Pavt, Rem	9.00 Syd	9.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
75	Sidewalk, Rem	35.00 Syd	35.00	\$25.00	34.00	0.00	\$850.00	34.00	\$850.00
76	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	2.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
77	Culv End Sect, 12 inch	1.00 Ea	1.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
78	Cold Milling HMA Surface	2176.00 Syd	2176.00	\$3.00	0.00	0.00	\$0.00	0.00	\$0.00
79	Hand Patching	2.00 Ton	2.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
80	HMA, MDOT 13A	300.00 Ton	300.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
81	Curb and Gutter, Conc, Det F4	30.00 Ft	30.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
82	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
83	Sidewalk, Conc, 4 inch	196.00 Sft	196.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
84	Sidewalk Ramp, Conc, 6 inch	127.00 Sft	127.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
85	Turf Establishment	45.00 Syd	45.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
M - 5 - Hamlin Ct. Sub-Total:							\$5,145.00		\$5,145.00
Retainage							\$514.50		
Division: N - 6 - Conroy Ct.									
86	Audio Video Route Survey	1.00 Ls	1.00	\$850.00	0.00	0.00	\$0.00	0.00	\$0.00
87	Mobilization, Max 5%	1.00 Ls	1.00	\$3,000.00	1.00	0.00	\$3,000.00	1.00	\$3,000.00
88	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,000.00	1.00	0.00	\$1,000.00	1.00	\$1,000.00
89	Curb and Gutter, Rem	17.00 Ft	17.00	\$15.00	17.00	0.00	\$255.00	17.00	\$255.00
90	Pavt, Rem	9.00 Syd	9.00	\$25.00	18.50	0.00	\$462.50	18.50	\$462.50

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
91	Sidewalk, Rem	36.00 Syd	36.00	\$25.00	36.50	0.00	\$912.50	36.50	\$912.50
92	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	4.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
93	Culv End Sect, 12 inch	2.00 Ea	2.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
94	Utility Structure, Adj	2.00 Ea	2.00	\$750.00	2.00	0.00	\$1,500.00	2.00	\$1,500.00
95	Cold Milling HMA Surface	2218.00 Syd	2218.00	\$3.00	0.00	0.00	\$0.00	0.00	\$0.00
96	Hand Patching	2.00 Ton	2.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
97	HMA , MDOT 13A	305.00 Ton	305.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
98	Curb and Gutter, Conc, Det F4	30.00 Ft	30.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
99	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
100	Sidewalk, Conc, 4 inch	258.00 Sft	258.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
101	Sidewalk Ramp, Conc, 6 inch	136.00 Sft	136.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
102	Turf Establishment	52.00 Syd	52.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
189	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	\$650.00	2.00	0.00	\$1,300.00	2.00	\$1,300.00
192	Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	0.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00
195	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	\$95.00	24.00	0.00	\$2,280.00	24.00	\$2,280.00
200	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
N - 6 - Conroy Ct. Sub-Total:							\$10,710.00		\$10,710.00
Retainage							\$1,071.00		
Division: O - 7 - James Ct.									
103	Audio Video Route Survey	1.00 Ls	1.00	\$950.00	0.00	0.00	\$0.00	0.00	\$0.00
104	Mobilization, Max 5%	1.00 Ls	1.00	\$3,250.00	1.00	0.00	\$3,250.00	1.00	\$3,250.00
105	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,100.00	1.00	0.00	\$1,100.00	1.00	\$1,100.00
106	Curb and Gutter, Rem	36.00 Ft	36.00	\$15.00	26.00	0.00	\$390.00	26.00	\$390.00
107	Pavt, Rem	9.00 Syd	9.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
108	Sidewalk, Rem	43.00 Syd	43.00	\$25.00	43.00	0.00	\$1,075.00	43.00	\$1,075.00
109	Sign, Remove & Reset	1.00 Ea	1.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
110	Erosion Control, Inlet Protection, Fabric Drop	2.00 Ea	2.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
111	Cold Milling HMA Surface	2545.00 Syd	2545.00	\$3.00	0.00	0.00	\$0.00	0.00	\$0.00
112	Hand Patching	2.00 Ton	2.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
113	HMA, MDOT 13A	350.00 Ton	350.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
114	Curb and Gutter, Conc, Det F4	36.00 Ft	36.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
115	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
116	Sidewalk, Conc, 4 inch	252.00 Sft	252.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
117	Sidewalk Ramp, Conc, 6 inch	139.00 Sft	139.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
118	Turf Establishment	56.00 Syd	56.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
190	Sewer, Rem, Less than 24 inch	0.00 Ea	0.00	\$650.00	0.00	0.00	\$0.00	0.00	\$0.00
193	Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	0.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00
196	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	0.00	\$95.00	0.00	0.00	\$0.00	0.00	\$0.00
201	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
205	Utility Structure, Adj	0.00 Ea	0.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
						O - 7 - James Ct. Sub-Total:	\$5,815.00		\$5,815.00
						Retainage	\$581.50		
Division: P - 8 - Moore St.									
119	Audio Video Route Survey	1.00 Ls	1.00	\$1,250.00	0.00	0.00	\$0.00	0.00	\$0.00
120	Mobilization, Max 5%	1.00 Ls	1.00	\$4,050.00	1.00	0.00	\$4,050.00	1.00	\$4,050.00
121	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,425.00	1.00	0.00	\$1,425.00	1.00	\$1,425.00
122	Culv, Rem, Less than 24 inch	1.00 Ea	1.00	\$350.00	2.00	0.00	\$700.00	2.00	\$700.00
123	Curb and Gutter, Rem	7.00 Ft	7.00	\$50.00	10.00	0.00	\$500.00	10.00	\$500.00
124	Pavt, Rem	27.00 Syd	27.00	\$25.00	53.00	0.00	\$1,325.00	53.00	\$1,325.00
125	Sidewalk, Rem	38.00 Syd	38.00	\$25.00	35.50	0.00	\$887.50	35.50	\$887.50
126	Sign, Remove & Reset	1.00 Ea	1.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
127	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	4.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
128	Aggregate Base, 21AA (Limestone), 8 inch	19.00 Syd	19.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
129	Culv End Sect, 12 inch	1.00 Ea	1.00	\$150.00	2.00	0.00	\$300.00	2.00	\$300.00
130	Culv, CI IV, Conc, 12 inch	46.00 Ft	46.00	\$75.00	33.00	0.00	\$2,475.00	33.00	\$2,475.00
131	Culv End Sect, 8 inch	1.00 Ea	1.00	\$125.00	0.00	0.00	\$0.00	0.00	\$0.00
132	Dr Structure, Tap, 12 inch	1.00 Ea	1.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
133	Cold Milling HMA Surface	3292.00 Syd	3292.00	\$3.00	0.00	0.00	\$0.00	0.00	\$0.00
134	Hand Patching	2.00 Ton	2.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
135	HMA, MDOT 13A	457.00 Ton	457.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
136	Curb and Gutter, Conc, Det F4	24.00 Ft	24.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
137	Detectable Warning Surface	10.00 Ft	10.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
138	Sidewalk, Conc, 4 inch	172.00 Sft	172.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
139	Sidewalk Ramp, Conc, 6 inch	147.00 Sft	147.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
140	Turf Establishment	33.00 Syd	33.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
203	Dr Structure, Rem	0.00 Ea	1.00	\$500.00	1.00	0.00	\$500.00	1.00	\$500.00
						P - 8 - Moore St. Sub-Total:	\$12,162.50		\$12,162.50
						Retainage	\$1,216.25		
Division: Q - 9 - Fleming St.									
141	Audio Video Route Survey	1.00 Ls	1.00	\$1,600.00	0.00	0.00	\$0.00	0.00	\$0.00
142	Mobilization, Max 5%	1.00 Ls	1.00	\$7,700.00	1.00	0.00	\$7,700.00	1.00	\$7,700.00
143	Traffic Maintenance and Control	1.00 Ls	1.00	\$1,800.00	1.00	0.00	\$1,800.00	1.00	\$1,800.00
144	Culv, Rem, Less than 24 inch	3.00 Ea	3.00	\$350.00	2.00	0.00	\$700.00	2.00	\$700.00
145	Dr Structure, Rem	1.00 Ea	1.00	\$500.00	1.00	0.00	\$500.00	1.00	\$500.00
146	Curb and Gutter, Rem	9.00 Ft	9.00	\$50.00	9.00	0.00	\$450.00	9.00	\$450.00
147	Pavt, Rem	80.00 Syd	80.00	\$25.00	105.50	0.00	\$2,637.50	105.50	\$2,637.50
148	Sidewalk, Rem	18.00 Syd	18.00	\$25.00	18.00	0.00	\$450.00	18.00	\$450.00
149	Sign, Rem	2.00 Ea	2.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
150	Ditch Cleanout, Special	1622.00 Ft	1622.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
151	Erosion Control, Inlet Protection, Fabric Drop	4.00 Ea	4.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
152	Aggregate Base, 21AA (Limestone), 8 inch	20.00 Syd	20.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00
153	Aggregate Base, 21AA (Limestone), Drive Approach 6	62.00 Syd	62.00	\$30.00	23.50	0.00	\$705.00	23.50	\$705.00
154	Culv End Sect, 12 inch	7.00 Ea	7.00	\$150.00	3.00	0.00	\$450.00	3.00	\$450.00
155	Culv, CI IV, Conc, 12 inch	95.00 Ft	95.00	\$75.00	41.00	0.00	\$3,075.00	41.00	\$3,075.00
156	Dr Structure, 48 inch dia	1.00 Ea	1.00	\$2,750.00	0.00	0.00	\$0.00	0.00	\$0.00
157	Cold Milling HMA Surface	4324.00 Syd	4324.00	\$2.75	0.00	0.00	\$0.00	0.00	\$0.00
158	Hand Patching	1.00 Ton	1.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
159	HMA, MDOT 13A	598.00 Ton	598.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
160	Driveway, Nonreinf Conc, 6 inch	31.00 Syd	31.00	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
161	Curb and Gutter, Conc, Det F4	9.00 Ft	9.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
162	Detectable Warning Surface	6.00 Ft	6.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
163	Sidewalk, Conc, 4 inch	93.00 Sft	93.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00
164	Sidewalk, Conc, 6 inch	90.00 Sft	90.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
165	Post, Steel, 3 lb	14.00 Ft	14.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
166	Sign, Type IIIB	5.00 Sft	5.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
167	Turf Establishment	2271.00 Syd	2271.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
191	Sewer, Rem, Less than 24 inch	0.00 Ea	5.30	\$650.00	5.30	0.00	\$3,445.00	5.30	\$3,445.00
197	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	166.00	\$95.00	166.00	0.00	\$15,770.00	166.00	\$15,770.00
202	Dr Structure, Tap, 12 inch	0.00 Ea	0.00	\$150.00	0.00	0.00	\$0.00	0.00	\$0.00
206	Utility Structure, Adj	0.00 Ea	5.00	\$750.00	5.00	0.00	\$3,750.00	5.00	\$3,750.00
207	Dr Structure, 24, inch dia	0.00 Ea	2.00	\$1,950.00	2.00	0.00	\$3,900.00	2.00	\$3,900.00
Q - 9 - Fleming St. Sub-Total:							\$45,332.50		\$45,332.50
Retainage							\$4,533.25		
Division: R - 10 - Alta Loma Dr.									
168	Audio Video Route Survey	1.00 Ls	1.00	\$1,850.00	0.00	0.00	\$0.00	0.00	\$0.00
169	Mobilization, Max 5%	1.00 Ls	1.00	\$7,250.00	0.00	0.00	\$0.00	0.00	\$0.00
170	Traffic Maintenance and Control	1.00 Ls	1.00	\$2,100.00	0.00	0.00	\$0.00	0.00	\$0.00
171	Curb and Gutter, Rem	54.00 Ft	54.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
172	Pavt, Rem	22.00 Syd	22.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
173	Sidewalk, Rem	149.00 Syd	149.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
174	Sign, Remove & Reset	1.00 Ea	1.00	\$350.00	0.00	0.00	\$0.00	0.00	\$0.00
175	Erosion Control, Inlet Protection, Fabric Drop	10.00 Ea	10.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00
176	Cold Milling HMA Surface	4735.00 Syd	4735.00	\$2.75	0.00	0.00	\$0.00	0.00	\$0.00
177	Hand Patching	5.00 Ton	5.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00
178	HMA, MDOT 13A	651.00 Ton	651.00	\$101.05	0.00	0.00	\$0.00	0.00	\$0.00
179	Conc Pavt with Integral Curb, Nonreinf, 8 inch	6.00 Syd	6.00	\$70.00	0.00	0.00	\$0.00	0.00	\$0.00
180	Curb and Gutter, Conc, Det F4	54.00 Ft	54.00	\$50.00	0.00	0.00	\$0.00	0.00	\$0.00
181	Detectable Warning Surface	33.00 Ft	33.00	\$60.00	0.00	0.00	\$0.00	0.00	\$0.00
182	Sidewalk, Conc, 4 inch	745.00 Sft	745.00	\$8.00	0.00	0.00	\$0.00	0.00	\$0.00

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
183	Sidewalk Ramp, Conc, 6 inch	721.00 Sft	721.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
184	Turf Establishment	177.00 Syd	177.00	\$15.00	0.00	0.00	\$0.00	0.00	\$0.00
R - 10 - Alta Loma Dr. Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		

CHANGE ORDER



Project: City of Farmington - 2022 Road Rehabilitation Program

Job Number: 0111-21-0050

Owner: City of Farmington
23600 Liberty Street
Farmington, MI 48335
(248) 474-5500

Change Order Number: 1

Date: 8/26/2022

Print Date: 8/29/2022

Contractor: Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174
(734) 729-9440

Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711


CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$63,462.50
Original Contract Amount:	\$953,316.54
Contract Amount Including Previous Change Orders:	\$953,316.54
Amount of this Change Order:	<u>\$63,462.50</u>
REVISED CONTRACT AMOUNT:	\$1,016,779.04

Accepted By

Best Asphalt, Inc.  Date 8/29/22

Approved By

Bradley D Hanson, Project Manager
Michael McNutt, Engineer  Date _____
Digitally signed by Michael McNutt
DN: cn=Michael McNutt, email=Emichael.mcnutt@ohm-advisors.com,
ou=Michael McNutt, date=2022.08.29 12:58:24-04'00'

Charles J. Eudy,
Superintendent
8/31/2022
Date _____

Chuck Eudy - Public Works Superintendent
- City of Farmington
Date _____

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division: J - 2 - Yoder Dr.						
Additional Items to the Contract:						
187	Detectable Warning Surface	0.00 Ft	4.00	4.00	\$60.00	\$240.00
SUB-TOTAL INCREASES DIVISION J - 2 - Yoder Dr.:						\$240.00
Division: K - 3 - Glenview Dr.						
Additional Items to the Contract:						
185	Curb, Rem	0.00 Ft	421.50	421.50	\$15.00	\$6,322.50
186	Curb and Gutter, Conc, Det F4	0.00 Ft	417.50	417.50	\$50.00	\$20,875.00
SUB-TOTAL INCREASES DIVISION K - 3 - Glenview Dr.:						\$27,197.50
Division: L - 4 - Cass						
Additional Items to the Contract:						
188	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	2.00	\$650.00	\$1,300.00
194	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	24.00	\$95.00	\$2,280.00
204	Utility Structure, Adj	0.00 Ea	2.00	2.00	\$750.00	\$1,500.00
SUB-TOTAL INCREASES DIVISION L - 4 - Cass:						\$5,080.00
Division: N - 6 - Conroy Ct.						
Additional Items to the Contract:						
189	Sewer, Rem, Less than 24 inch	0.00 Ea	2.00	2.00	\$650.00	\$1,300.00
195	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	24.00	24.00	\$95.00	\$2,280.00
SUB-TOTAL INCREASES DIVISION N - 6 - Conroy Ct.:						\$3,580.00
Division: P - 8 - Moore St.						
Additional Items to the Contract:						
203	Dr Structure, Rem	0.00 Ea	1.00	1.00	\$500.00	\$500.00
SUB-TOTAL INCREASES DIVISION P - 8 - Moore St.:						\$500.00
Division: Q - 9 - Fleming St.						
Additional Items to the Contract:						
191	Sewer, Rem, Less than 24 inch	0.00 Ea	5.30	5.30	\$650.00	\$3,445.00
197	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	166.00	166.00	\$95.00	\$15,770.00
206	Utility Structure, Adj	0.00 Ea	5.00	5.00	\$750.00	\$3,750.00
207	Dr Structure, 24, inch dia	0.00 Ea	2.00	2.00	\$1,950.00	\$3,900.00
SUB-TOTAL INCREASES DIVISION Q - 9 - Fleming St.:						\$26,865.00

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

August 1st, 2022

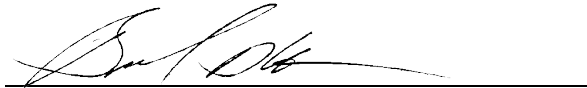
to

August 26 A.D., 20 22 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from _____

City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered 0111-21-0050 and dated March 16, 2022 A.D., 20 ____ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: 8-29-2022



By: Bradley D. Hanson

Title: Project Manager

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

August 1st, 2022

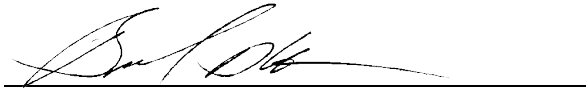
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August 26 A.D., 20 22 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from _____

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There (is) (is not) an itemized statement attached.

Date: 8-29-2022



By: Bradley D. Hanson

Title: Project Manager

Farmington City Council Staff Report	Council Meeting Date: September 6, 2022	Item Number 11
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: DPW & Water Booster Station Window Replacement		
Proposed Motion: Move to approve the DPW & Water Booster Station Window Replacement to WeatherGard Window and allow City Administration to execute contract documents subject to any minor amendments to the final form of the City Manager’s office and the City Attorney’s office.		
Background: City Administration allocated \$7,500 (\$5,000 W&S, \$2,500 General Fund) to replace 6 windows at the Public Works office and the Water Booster Station this fiscal year. The carpeting replacement at Public Works has been completed nearly \$5,000 (\$2,500 W&S, \$2,500 General Fund) under budget. Public Works Administration request to redistribute the \$5,000 from the carpet installation to the window replacement funding account. This increase will allow for all the windows to be replaced at the Public Works office and the 3 Water Booster Station windows to be replaced. <u>Quotes</u> WeatherGuard Window \$1,202.50 per window M&S Commercial Windows & Doors \$2,048.00 per window R. Graham Construction \$2,800.00 per window (Anderson) Public Works Administration recommends awarding the window replacement to WeatherGard Window a Farmington Community Business located at 20775 Chesley Dr, Farmington MI 48336 in the amount of \$12,025.00. The windows will be Series 700 vinyl windows, LoE, double strength glass argon gas filled. The water booster station will remain casement windows, while the Public Works office will be awning windows with screens replacing the current hopper windows without screens.		
Materials: DPW Water Booster Station Window Replacement Quote Window Manufacture Warranties		



OUR WINDOW GUARANTEE

This limited transferable guarantee (the "Guarantee") covers any defects in workmanship or materials in our 700 Series GardTech™ windows and doors as provided below.

What does this Guarantee cover?

- All vinyl extrusions are warranted against chipping, cracking, peeling, blistering, warping, or sagging.
- All balancers, rollers, locks, keepers, and hardware are warranted to operate properly and serve the design function.
- All glass units are warranted against seal failure which results in dust, film, or condensation forming between the panes of glass.
- Screen frames are covered for the full term of this warranty. Screen fabric, including accidental tears, are covered for the full term of this Guarantee with rescreening supplied free of charge at our factory.
- Color coated exteriors are warranted to perform under normal weathering conditions for a period of ten (10) years and will not crack, pit, peel, blister or suffer non-uniform fading discoloration, unless such discoloration results from unequal exposure of surfaces to the sun and elements.

Who is covered?

This Guarantee covers the owner of the premises in which our GardTech™ windows and doors are installed.

How long does the coverage last? If the product is installed in a single-family residence that you own or occupy at the time of initial installation, this Guarantee remains in force for as long as you own and occupy such residence. If the product is installed in a building other than an owner's

plied single-family residence, the Guarantee is non transferable and will remain in force for ten (10) years from the date the product was originally installed in the premises. Proof of purchase is required to obtain warranty coverage.

What does this Guarantee not cover?

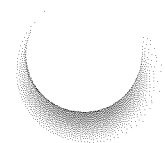
- This Guarantee does not cover damage resulting from fire, misuse, abuse, neglect, accident, acts of nature, or normal wear and tear (including natural weathering or fading of surfaces and/or hardware finishes).
- If you change or alter any item covered by this Guarantee, including, without limitation, by application of harmful solvents to the product, then this Guarantee will no longer apply to such item.
- Caulking/silicone is required in most installations. This is not considered a part of our product and is therefore not included in this Guarantee.
- This Guarantee does not cover condensation, as condensation is the natural result of moisture in the house and changes in temperature and humidity and does not indicate a defective window or door.
- GardTech™ windows and doors may, as an option, be purchased with unfinished wood interior surfaces (including bay or bow window shells) that must be finished prior to, or immediately after installation for maximum protection. Unfinished wood surfaces that experience water damage at the jobsite or are left unfinished after installation and become stained or damaged will not be considered as defective in materials or workmanship under the terms of this Guarantee.

How do I get service?

You may request service for your GardTech™ windows under this Guarantee by calling WeatherGard at 248-970-9494 or by emailing ask@weathergard.com.

What will WeatherGard do to correct the problem? If your GardTech™ windows are defective during the term of this Guarantee, then WeatherGard will provide, free of charge, all labor and materials required to repair or replace the defective items. WeatherGard has complete discretion to decide whether to repair or replace such defective items. Due to changes in technology, replacement materials may not be identical to the materials that were originally installed, but they will be of similar or higher quality. If the paint on any of your windows or patio doors is defective during the ten (10) year coverage term, then WeatherGard agrees, at its option, and at WeatherGard's expense, to either the application of touch-up paint or the complete exterior surface recoating of such defective paint coating. Colors may vary slightly.

How do I transfer this Guarantee?



This Guarantee is transferable (for owner-occupied single-family residences only) one time only by the original purchaser to the successor owner of the property, provided WeatherGard receives written notice of the transfer of title to the property within 30 days after the date of transfer of ownership. Upon transfer to the successor owner, this Guarantee shall expire after a period of thirty-five (35) years from the original date of installation.

Exclusive remedy, implied guarantees, & other important legal information

Your sole and exclusive remedy for any defect is the repair or replacement of the defective item, as provided in this Guarantee. This exclusive remedy shall not be deemed to have failed its essential purpose so long as WeatherGard is willing and able to repair and replace the defective labor and/or materials. WeatherGard's liability under this Guarantee is limited to the cost of the items purchased. Under no circumstances shall WeatherGard be liable to you or any other person for incidental or consequential damages of any nature, including, without limitation, damages for personal injury or property damage. This Guarantee has been prepared in accordance and shall be governed by Michigan law. WeatherGard's employees and representatives cannot change this Guarantee in any way or give any other guarantee or warranty. Any implied warranties of merchantability or fitness for a particular purpose are limited to the duration of this Guarantee. WeatherGard makes no other guarantees or warranties express or implied.

Warranty coverage begins with project completion and final payment.

Version: 5.11

Customer Care

855-221-8730

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About Our Company

We're a family-owned company based in Southeast Michigan, and it's always been our mission to design and build a window that's perfect for Michigan's uniquely challenging climate. Something tough, efficient, and affordable.

[Learn more about us](#)

©1988–2022 WeatherGard

 Pure Michigan Logo

WINDOWS • DOORS



Andersen®

Limited Warranty

100 SERIES

OWNER²OWNER
LIMITED WARRANTY

Para ver la versión, en español, de esta Garantía limitada y Proceso de resolución de controversias, visite andersenwindows.com

LIMITED WARRANTY AND DISPUTE RESOLUTION PROCESS

IMPORTANT: Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class action and jury trial waivers that affect your legal rights. To opt out of these waivers, you must visit our website at www.andersenwindows.com/optout and complete the opt-out form within one year from the date of purchase of your Andersen® products from a dealer or retailer. The opt-out only applies to the terms of the Dispute Resolution Process.

100 Series Windows & Doors Limited Warranty

Transferable Limited Warranty on Glass

The glass in Andersen® 100 Series factory glazed window and door units (including dual-pane glass, Low-E glass, SmartSun™ glass, HeatLock® glass, PassiveSun® glass, patterned glass (including obscure, fern, reed and cascade designs), Finelight™ grilles, and tempered versions of these glass options) is warranted to be free from defects in manufacturing, materials and workmanship for twenty (20) years from the date of purchase from the retailer/dealer. It is also warranted not to develop, under normal conditions, any material obstruction of vision resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the date of purchase from the retailer/dealer. Patterned glass (including obscure, fern, reed and cascade designs) is warranted not to develop, under normal conditions, any material change in appearance resulting from manufacturing defects or as a result of premature failure of the glass or organic seal for twenty (20) years from the date of purchase from the retailer/dealer. This limited warranty on glass does not apply to special order glazings, impact-resistant glass or glass that is not factory installed by Andersen.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide the appropriate replacement glass product to the Andersen retailer/dealer you specify — labor is not included; or (2) provide a factory-authorized repair to the existing glass at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Components Other Than Glass

Non-glass portions of Andersen® 100 Series windows and doors (including non-electric operators, locks, lifts, balance systems, hinges, handles, insect screens, weatherstripping, exterior trim, sash and frame members) are warranted to be free from defects in manufacturing, materials and workmanship for a period of ten (10) years from the date of purchase from the retailer/dealer. This limited warranty does not apply to finishes on bright brass and satin nickel hardware.

In the event a component other than glass fails as a result of a defect in manufacturing, materials or workmanship within the limited warranty period, Andersen, at its option, will: (1) provide replacement parts to the Andersen retailer/dealer you specify — labor is not included; or (2) provide a factory authorized repair to the existing component at no cost to you; or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

Transferable Limited Warranty on Exterior Color Finish

The color finish on the Fibrex® material exterior components (frame, sash, panel, window sills and grilles) on Andersen® 100 Series casement, awning, single-hung, gliding, picture, transom windows, specialty windows and patio doors is warranted not to flake, blister, crack, peel, pit, corrode, or lose adhesion for a period of ten (10) years from the date of purchase from the retailer/dealer.

The color finish on the Fibrex® material exterior components (frame, sash, panel, window sills and grilles) on Andersen 100 Series casement, awning, single-hung, gliding, picture, and transom windows, and patio doors is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta E* (when measured in accordance with ASTM D2244) for a period of ten (10) years from the date of purchase from the retailer/dealer.

What is not covered by this exterior color finish warranty: weatherstripping, accessories and hardware, including insect screen frames, patio door sills, hinges, handles, trim sets and lock components, exterior trim profiles and exterior aluminum coil stock.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, Andersen, at its option, will: 1) refinish the product - labor is included (the finish will be applied with standard commercial refinishing techniques and may not be the same finish as originally applied to the product), 2) repair the product, 3) provide replacement part(s) or product(s) to the Andersen retailer/dealer you specify - labor is not included or 4) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

*Technical measurement of color fade

No Other Warranties or Representations

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.

Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e. the fifty states and the District of Columbia). This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

What is NOT covered by this Limited Warranty

In addition to any other limitations or exclusions in this Limited Warranty, Andersen shall have no obligation for product failure, damage or costs due to or related to the following:

- Product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- Units improperly assembled or improperly mulled by others.
- Failure due to the application of non Andersen hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.).
- Failure to properly install Andersen hardware.
- Adjustments or corrections due to improper installation.
- Improper installation or use, including use of a non-commercial door as a main entrance or exit door for a building other than a single-family residential unit or re-installing an Andersen window or door after it has been removed from a building and re-sold and/or re-installed in a different building.
- Exposure to conditions beyond published performance specifications.
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship.

- Condensation.
- Improper maintenance, such as use of brickwash, razor blades, sealants, sanding or improper washing.
- Chemicals or airborne pollutants, such as salt or acid rain.
- Delivery by others.
- Accidents.
- Acts of God.
- Normal wear and tear.

Additional items excluded from this Limited Warranty:

- Labor to replace sash or door panels, glass or other components.
- Labor and other costs related to the removal and disposal of defective product.
- Labor and materials to paint or stain any repaired or replaced product, component, trim or other carpentry work that may be required.
- Products not manufactured by Andersen.
- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Rattling of grille bars within an air space.
- Insects passing through or around the insect screen.
- Tarnish or corrosion to hardware finishes.
- Special glazings. Contact us concerning the limited warranty on special glazings.
- Bright brass and satin nickel finishes on hardware.
- Service trips to provide instruction on product use.
- Other product series, some products, and accessories have their own limited warranties and are not covered by this limited warranty. Visit www.andersenwindows.com/warranty for more information.

How to register your Owner-To-Owner® Limited Warranty

Andersen offers quick, easy warranty registration on our website. Just go to www.andersenwindows.com/warranty and submit your warranty information online. All warranty information is treated confidentially and will not be sold or traded to any person or organization outside of Andersen and the Andersen Dealer Network.



Warranty Claim Procedure

To make a claim under this Limited Warranty, contact the Andersen retailer/dealer who sold you your Andersen® product. Or, you may contact us at:

Andersen Windows, Inc./Andersen Service Center
100 Fourth Avenue North
Bayport, MN 55003-1096

You may also contact us using the Parts & Service section of our website at www.andersenwindows.com or reach us by phone at 1-888-888-7020.

You can help us serve you faster by collecting and including the following important information:

- Description of the product such as the exterior color, unit type and size and inside visible glass measurements.
- Product ID label information.
- Glass logo information etched in the inside corner of the glass.
- Description of product concerns.
- Documentation of the purchase date, if available.
- Your name, address (with zip code) where the product is installed and telephone numbers.

Non-Warranty Repair

You will be responsible for all costs related to any repair that is not covered by this Limited Warranty or which is outside of the limited warranty period. When warranty

coverage is unclear, Andersen may charge an inspection fee for any on-site product inspection. If the inspector determines the Andersen® product has a defect covered by this Limited Warranty, the inspection fee will be waived.

For specific warranty information outside the United States, please contact your local distributor or write to:

Andersen Windows, Inc./International Division
100 Fourth Avenue North
Bayport, MN 55003-1096 USA

DISPUTE RESOLUTION PROCESS

General

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Andersen related to your Andersen® products, you and Andersen agree to resolve the claim using the following process ("Dispute Resolution Process"). This Dispute Resolution Process will apply to claims of any nature relating to your Andersen product ("Dispute(s)"). Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or federal laws or regulations, claims based in tort, negligence or product liability, claims based in fraud or fraud in the inducement, marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

Notice Required

To assert a Dispute, you must first provide Andersen with written notice. A Notice of Dispute form is available for your use on Andersen's website at www.andersenwindows.com/noticeofdispute.

Andersen Response

Andersen will have 60 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Andersen may make one or more written offers to you to resolve your Dispute.

No Class Action or Jury Trials

YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST ANDERSEN ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND ANDERSEN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

Opt-Out Procedure

You may opt out of this Dispute Resolution Process by completing and submitting a written Opt-Out Notice. The Opt-Out Notice is located on Andersen's website at www.andersenwindows.com/optout. Whether or not you opt out of the Dispute Resolution Process, all terms of the Limited Warranty set forth above remain in force and effect.

Applicable Law and Severability

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.

Questions

If you have questions about the Dispute Resolution Process or Opt-Out Procedure, contact us at 844-332-7972.

Farmington City Council Staff Report	Council Meeting Date: September 6, 2022	Item Number 12
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Ratify payment Warner Home roof replacement change order and payment		
Proposed Motion: Move to ratify Change order No. 1 in the amount of \$1,500 and payment of \$14,000 for the Warner Home Main Building shingle replacement to R. Graham Construction LLC in the amount totaling \$15,500.		
Background: In conjunction with the Warner Home Exterior Repairs, Public Works Superintendent requested R. Graham Construction to submit a proposal for the Warner Home Shingle Roof Replacement. The records indicate a RFQ was issued for the roof replacement in 1996. With that information, the roof is over 25 years old. Replacement of the shingle roof prior to replacement of the porch roof would ensure no damage to the porch roof would occur during the shingle roof replacement and would reduce the cost of the roof replacement due to less labor cost trying to protect the porch roof during the main building roof replacement. The carriage house roof was replaced in 2011. In preparation of the roof replacement R. Graham Construction met with the City of Farmington Building Official, Jeff Bowdell and myself. The building official requested R. Graham to submit a proposal installing additional roof ventilation to the main home roof section to meet current building code requirements. The Building Official reviewed the proposed ventilation improvements and agreed the additional ventilation meet the minimum ventilation requirements, extend the roof lifespan, and not impact the historical appearance of the home. The roof was replaced Saturday August 27, 2022. Graham Construction crews' workmanship was quick, tidy, and completed the project mid-afternoon. Public Works Superintendent recommends approving payment to R. Graham Construction LLC in the amount of \$15,500		
Materials: R. Graham Construction, LLC Change Order August 29, 2022 R. Graham Construction, LLC Invoice dated August 30, 2022		

PROPOSAL

**R. GRAHAM
CONSTRUCTION, LLC.**
www.regrahamroofing.com
License# 2102193186
30966 Grand River Ave., Farmington, MI 48336
(248) 987-1155 (800) 842-4541
Fax (248) 987-1161

Proposal No.

Sheet No.

Date: August 29, 2022

Proposal Submitted To

Work To Be Performed At

Name: City of Farmington – Attn: Chuck Eudy
Address:
City:
Phone: (Main) 248-533-6298

Address: 33805 Grand River Ave.
City: Farmington, MI
E-Mail:
Phone: (Cell):

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

CHANGE ORDER:

- Main building – Wall Flashing and Louver Vent:
- Per manufacturers specifications additional ventilation is required for roof.
 - Cut back existing roof decking at top of wall as needed
 - Install 8 lineal feet of Lomanco Wall Vent, per side, total of 32 lineal feet
 - Install white counter flashing over top flange of wall vent
 - Caulk new flashing
 - Install one Louver on upper rear roof section
 - Haul away job related debris

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and Specifications submitted for above work and completed in a substantial workmanlike manner for the sum of with
Payments to be made as follows: **Dollars: (\$1,500.00)**

- Per contract

***All credit card transactions subject to 3% service fee

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor.

Respectfully submitted: **R.Graham Construction, LLC.**

Per: Richard Graham

Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Charles J. Eudy,
Superintendent
8/29/2022

Invoice

R.GRAHAM CONSTRUCTION, LLC
www.RGRAHAMCONSTRUCTION.COM
30966 Grand River Ave., Farmington, MI 48336
Phone (248) 987-1155 Fax (248) 987-1161

AUG 31 2022

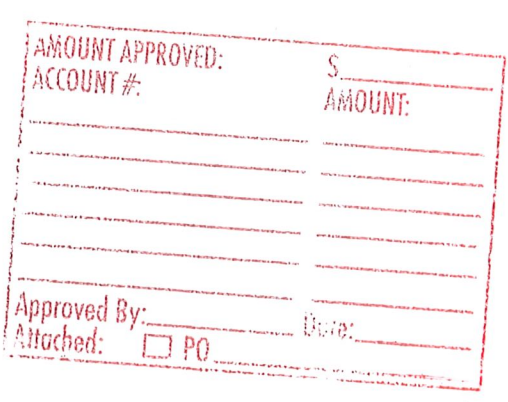
Date: August 30, 2022

Name: CITY OF FARMINGTON

Address: 33720 W 9 MILE RD

City: FARMINGTON, MI 48335

Phone: 248-473-7279

DESCRIPTION	AMOUNT
JOB SITE: HISTORIC GOVERNOR WARNER MANSION - 33805 GRAND RIVER AVE, FARMINGTON, MI COMPLETE ROOF REPLACEMENT AS PER WRITTEN CONTRACT DATED 5/27/22	\$14,000.00
<u>ADDITIONAL CHARGES TO BASE CONTRACT:</u> - CHANGE ORDER DATED 8/29/2022	\$ 1,500.00
	AMOUNT DUE \$15,500.00