



AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
NOVEMBER 18, 2024
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

The following routine items are presented for City Council approval without discussion, as a single agenda item. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

A. Regular City Council Meeting Minutes for October 21, 2024

B. Special City Council Meeting Minutes for October 21, 2024

C. Regular City Council Meeting Minutes for November 4, 2024

D. Payment of invoices from OHM Advisors for Engineering Consulting Services for the total amount of \$5,120.50

E. New & Renewal Licenses submitted for November 18, 2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS

A. Oakland County Parks - Shepherd Park

B. 3rd Quarter 2024 Strategic Plan Update

C. Special Recognition for Deputy City Manager Crystal VanVleck

8. PUBLIC HEARINGS

A. Public Hearing for allocation of 2025 CDBG Funds

- B. Resolution approving the 2025 Community Development Block Grant Allocations

9. ACCOUNTING REPORTS

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$16,358.33

10. BIDS

- A. Request to award the professional services contract for the Construction Manager on the 2025 Event Hub Construction Project.
- B. Request authorization to waive the bidding process for the emergency purchase / demolition of 13200 Oak Park blvd. and award the Demolition of 13200 Oak Park Blvd. to Blue Star Demolition of Warren, MI

11. CITY ATTORNEY

- A. Shifman, Fournier legal retainer increase request

12. CITY MANAGER

- A. Municipal Services
 - 1. Oakland County/MSU Federal Credit Union Tech Grant Presentation
 - 2. Request to appoint Tom Novik to the Corridor Improvement Authority.
 - 3. Resolution to adopt a Vision Zero Policy to eliminate fatalities and serious injuries from crashes on Oak Park roads
- B. Finance/Assessing
 - 1. Resolution to authorize Budget Amendment #2025-1
- C. Department of Public Works
 - 1. Request authorization to waive the bidding process for the emergency purchase / repair of the Department of Public Works Vector equipment.
- D. Elevate Oak Park
- E. City Clerk
 - 1. November 5, 2024 General Election Turnout

13. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks,

support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions." There is a three minute time limit per speaker.

14. CALL TO THE COUNCIL

15. ADJOURNMENT

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services.

Accommodations to participate at a Council Meeting will be made with 7-day prior notice.



**MINUTES
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
OCTOBER 21, 2024
7:00 PM**

1. CALL TO ORDER

The meeting was called to order at 7:00 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT: Mayor McClellan, Council Member Edgar, Council Member Radner, Council Member Whitehead

Excused: Mayor Pro Tem Carolyn Burns (Illness)

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause

4. APPROVAL OF AGENDA

Motion by Radner, seconded by Whitehead, CARRIED, to approve the agenda with the following changes:

1. Add Item 10D - Request to approve Change Order No. 1 for the 2024 Camera Upgrade.

Voice Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

5. CONSENT AGENDA

Motion by Radner, seconded by Whitehead, CARRIED, to approve the consent agenda consisting of the following items:

Voice Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

- A. Regular City Council Meeting Minutes for October 7, 2024
- B. Special City Council Meeting Minutes for October 7, 2024
- C. Special City Council Meeting Minutes for October 8, 2024
- D. Payment of invoices from OHM Advisors for the GIS App Development for the total

amount of \$2,296.50

- E. Approval of Pay Application No. 6 for the 2024 Water Main Replacement Project, M-764 in the amount of \$144,053.90
- F. Approval of Pay Application No. 4 (final) in the amount of \$5,000.00 for the 2024 Catch Basin Line Replacement Project, M-761 to JB Contractors, Inc of Detroit, MI.
- G. Arts and Cultural Diversity Commission Meeting Minutes for June 13, 2024, July 11, 2024 and August 8, 2024
- H. Parks and Recreation Commission Meeting Minutes for August 21, 2024 and September 18, 2024
- I. Request authorization to bid the 2025 Citywide Janitorial Services Contract.
- J. New & Renewal Licenses for October 21, 2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

There were no elected officials present who wished to speak.

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. Domestic Violence Awareness Month - Public Safety

8. ACCOUNTING REPORTS

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$14,851.28

Motion by Radner, seconded by Whitehead, CARRIED, to approve payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$14,851.28.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

9. ORDINANCES

- A. Second reading and adoption of proposed Zoning Map Amendments for the City of Oak Park to change the zoning of the property at 21790 Coolidge Hwy, Parcel ID #52-25-32-152-001, from O, Office District to IF, Industrial Flex District.

Motion by Radner, seconded by Edgar, CARRIED, to approve the second reading and adopt the proposed Zoning Map Amendments for the City of Oak Park to change the zoning of the property at 21790 Coolidge Hwy, Parcel ID #52-25-32-152-001, from O, Office District to IF, Industrial Flex District:

CITY OF OAK PARK, MICHIGAN
ORDINANCE NO. O-24-736

AN ORDINANCE TO AMEND ARTICLE 2 DIVISION 1 SECTION 201 AND THE OFFICIAL ZONING MAP CONTAINED THEREIN, BEING PART OF THE CODE

OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY CHANGING THE USE DISTRICT OF A CERTAIN PARCEL OF LAND CURRENTLY ZONED 0, OFFICE DISTRICT TO IF, INDUSTRIAL FLEX DISTRICT.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. The Code of Ordinances of the City of Oak Park is hereby amended by changing the use district of the following address and parcel currently zoned 0, Office District, according to the City's Official Zoning District Map, Article 2, Division 1, Section 201 to IF, Industrial Flex District.

Address: 21790 Coolidge Hwy, Parcel #52-25-32-152-001 Current owner: DMM Realty, LLC (Duncan Mukeku)

SECTION 2. It is hereby ordered that the Official Zoning District Map of the City of Oak Park, as herein amended, be incorporated with this ordinance and be considered a part hereof and be published in connection herewith.

SECTION 3. It is further ordered that from and after the effective date of this ordinance, the above-described parcel of land shall be in the IF, Industrial Flex District, and be subject to the regulations pertaining to such a district.

SECTION 4. It is further ordered that the rezoning shall expire two years after adoption of the rezoning, unless substantial construction on the approved development of the property pursuant to building and other required permits issued by the city commences within the two-year period and proceeds diligently to completion. Unless extended by the City Council for good cause.

SECTION 5. Notwithstanding the above, if the property owner applies in writing for an extension of a rezoning at least 30 days prior to the expiration date, the City Council may, in its sole discretion, grant an extension of up to one year.

SECTION 6. If a rezoning becomes void, then the zoning classification of the property shall revert to its previous zoning classification. The reversion process shall be initiated by the City Council by requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification. The procedure for considering and making this reversionary rezoning shall be the same as applies to all other rezoning requests, including the notice and hearing as required by the Michigan Zoning Enabling Act (Public Act 110 of 2006), and this ordinance. No building or other permits shall be issued or valid during the process described in this subsection.

SECTION 7. Conflicting Provisions Repealed. All ordinances in conflict with the provisions of this ordinance are repealed only to the extent necessary to give this ordinance full force and effect; provided that all other provisions of the Oak Park Code of Ordinances as heretofore amended shall remain in full force and effect.

SECTION 8. Severability. No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park, Michigan shall be affected by this ordinance except as to the above sections, and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park, Michigan.

SECTION 9. Effective Date. This ordinance shall be effective thirty (30) days from the date of adoption and shall be published as required by the Charter of the City of Oak Park.

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

10. CITY MANAGER

A. City Clerk

1. November 5, 2024 General Election Update

City Clerk Norris provided an update for the November 5, 2024 General Election.

B. Municipal Services

1. Corridor Improvement Authority Annual Report

Manager of Authorities Michelle Bishop presented the Corridor Improvement Authority Annual Report. A copy is on file with the City Clerk.

2. Facade Grant Approval - Oakland Kids Rehabilitation

Motion by Radner, seconded by Whitehead, CARRIED, to approve a Facade Grant in the amount of \$5,000 for Oakland Kids Rehabilitation, 22595 Coolidge Hwy.

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

The Corridor Improvement Authority has received an application for a Façade Improvement Grant from Jon Evans, owner of Oakland Kids Rehabilitation at 22595 Coolidge Hwy. The project specifications have met city guidelines for the program. The project consists of a new sign for the front of their building. Bids were received for \$7,054.44 and \$10,369.91. The façade grant maximum was recently increased from \$2,500 per business to \$5,000 per business. We recommend approving the façade grant for a maximum amount of \$5,000.

C. Elevate Oak Park

D. (Added to the Agenda) Request approval of Change Order No. 1 for the 2024 Camera Upgrade Project in the amount of \$1,812.00 and authorize a budget amendment from the General Fund - Fund Balance to cover these costs

Motion by Radner, seconded by Whitehead, CARRIED, to approve Change Order No. 1 for the 2024 Camera Upgrade Project in the amount of \$1,812.00 and authorize a budget amendment from the General Fund - Fund Balance to cover these costs.

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

Deputy City Manager DeCoster reported that the 2024 Camera Upgrade Project was awarded

to Interstate Security, Inc., of Shelby Twp., MI for a total amount of \$138,523.00. Interstate has presented the city with an alternate camera supplier for this upgrade project and the department has met and discussed the potential upgrade to a new video software system. In doing so, it was decided that it would be beneficial to upgrade the software at this time to avoid duplicating costs in the future. These duplicate charges would include server equipment, recorder equipment, as well as camera licenses. After careful consideration, we have reworked the contract to include this upgrade with minimal costs.

11. CALL TO THE AUDIENCE

Dawn Corporan, 14530 Pearson, addressed the need for political candidates to keep their lawn signs off of public/city property.

12. CALL TO THE COUNCIL

13. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:10 PM.

T. Edwin Norris, City Clerk



**MINUTES
SPECIAL CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
OCTOBER 21, 2024
6:00 PM**

1. CALL TO ORDER

The special meeting was called to order at 6:00 PM by Mayor McClellan in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

2. ROLL CALL

PRESENT: Mayor McClellan, Council Member Edgar, Council Member Radner, Council Member Whitehead

Excused: Mayor Pro Tem Carolyn Burns (Illness)

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause, Communications Director Toth, Resident Services Coordinator Ciechorski, Recreation Director Stasiak, Human Resources Director Allen, Deputy City Manager DeCoster, Municipal Services Director Marrone

Agenda Changes

Mayor McClellan requested the agenda be amended by omitting Agenda Item 3C - Economic Development Project Discussion and adding Items 3D - Resolution supporting DIA partners in Public Art Program and 3E - Resolution for Michigan Large Claim Reimbursement Program Member - Oak Park. There were no objections.

3. SPECIAL BUSINESS

A. Discuss July 4th Events

Council discussed making changes to the 4th of July programming due to anticipated construction around the City Hall campus. There was consensus to table the discussion to explore more options.

B. Request to receive proposal and negotiate contract for event manager

After debate on the need to hire an event manager, there was consensus among council members to table the decision to a later date.

C. Economic Development Project Discussion

Removed from the Agenda.

D. (Added to the Agenda) Resolution in support of an application to the DIA Partners in Public Art Program. **CM-10-318-2024**

Motion by Edgar, seconded by Radner, CARRIED, to approve the following resolution in support of an application to the DIA Partners in Public Art Program.

STATE OF MICHIGAN, COUNTY OF OAKLAND
CITY OF OAK PARK

RESOLUTION IN SUPPORT OF AN APPLICATION TO THE DIA PARTNERS
IN PUBLIC ART PROGRAM

October 21, 2024

WHEREAS, the City of Oak Park supports the addition and expansion of public art in our community; and

WHEREAS, The Detroit Institute of Arts collaborates on a program known as "Partners in Public Art" which provides funding and support for outdoor murals painted in public places; and

WHEREAS, the City of Oak Park is applying for the DIA Partners in Public Art Program; and

WHEREAS, the City of Oak Park's Strategic Plan Goal 1 is "Deepen sense of place and community identity" with an objective to "Invest in public art experiences"; and

WHEREAS, the City of Oak Park's Master Plan lists "Identify areas for public art installations, and encourage art galleries" and "Identify funding sources for art, landscaping and streetscape amenities" as objectives under the goal of "Cultivate A Sense of Place and Unique Public Spaces;" and

WHEREAS, the City of Oak Park has identified two locations dependent on year selected at either the new Event HUB or the Water Tower Social District Wall that would be well suited for public art;

WHEREAS, the City of Oak Park understands that if selected, the partnership between the DIA and the City of Oak Park shall include a guarantee of a minimum ten year commitment to keep and maintain the public art; and

BE IT HEREBY RESOLVED, the City of Oak Park approves the application for participation in the Partners in Public Art program, commits to the location of the public art at either the new Event HUB or the Water Tower Social District Wall, and agrees to maintain the public art per the program requirements.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

E. (Added to the Agenda) Resoluton for Michigan Large Claim Reimbursement Program Member- Oak Park Michigan. **CM-10-319-2024**

Motion by Whitehead, seconded by Radner, CARRIED, to approve the following resolution for Michigan Large Claim Reimbursement Program Member - Oak Park Michigan:

RESOLUTION FOR MICHIGAN LARGE CLAIM REIMBURSEMENT PROGRAM MEMBER -
OAK PARK MICHIGAN

WHEREAS, due to insufficient membership in the State of Michigan effective January 1, 2025, the Michigan Department of Insurance & Financial Services has informed the membership of the Jefferson Health Plan Michigan Large Claim Reimbursement Program that the Michigan Large Claim Reimbursement Program will no longer be eligible to operate a Public Employer

Pooled Plan in Michigan after that date.

THEREFORE, BE IT RESOLVED, the Oak Park City Council hereby approves the termination of the Michigan Large Claim Reimbursement Program in accordance with Section 11 of the Jefferson Health Plan Michigan Large Claim Reimbursement Program Bylaws and Trust Agreement. Said termination shall be effective January 1, 2025.

It is found and determined that all formal actions of the Oak Park City Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Oak Park City Council, and that all deliberations of the Board of Trustees that resulted in these formal actions were in meetings open to the public or otherwise in compliance with the law, including the Michigan Open Meetings Act, Public Act 267 of 1976, MCL 15.261, et seq.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

4. CALL TO THE AUDIENCE

There were no members of the public who wished to speak.

5. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the Special Meeting at 6:55 p.m.

T. Edwin Norris, City Clerk



**MINUTES
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
NOVEMBER 4, 2024
7:00 PM**

1. CALL TO ORDER

The meeting was called to order at 7:00 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT: Mayor McClellan, Council Member Edgar, Council Member Radner, Council Member Whitehead

Excused: Mayor Pro Tem Carolyn Burns (Illness)

OTHERS

PRESENT: City Manager Tungate, Deputy City Manager VanVleck, City Attorney Krause

4. APPROVAL OF AGENDA

Motion by Radner, seconded by Whitehead, to approve the agenda with the following change:

1. Add Item #9D2 - Resolution in support of an application to Oakland County Access to Transit Program

Voice Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

5. CONSENT AGENDA

Motion by Radner, seconded by Edgar, CARRIED, to approve the consent agenda consisting of the following items:

Voice Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

A. Schedule Public Hearing for allocation of 2025 CDBG Funds
CM-11-317-2024

B. Payment of invoices from OHM Advisors for the GIS App Development for the total amount of \$2,396.25

CM-11-318-2024

- C. Request authorization to bid the 2025 Event Hub Construction Project

CM-11-319-2024

- D. Request to approve Payment Application No. 5 for the 2024 Landscape Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amount of \$5,280.00

CM-11-320-2024

- E. Request to approve Payment Application No. 5 for the 2024 Lawn Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amount of \$25,968.20.

CM-11-321-2024

- F. Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub and Municipal Services Move.

CM-11-322-2024

- G. Approval of Pay Application No. 4 and Change Order No. 2 for the 2023 Sewer & Catch Basin Cleaning & TV Inspection Project, M-760 in the amounts of \$68,693.98 and (\$7,609.25), respectively

CM-11-323-2024

- H. New & Renewal Licenses for November 4, 2024

CM-11-324-2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

There were no elected officials who wished to speak.

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. K-9 Officer Introduction - Public Safety
- B. Farmers Market Presentation
- C. Special Recognition - Nurses of the Lambda Chi Chapter of Chi Eta Phi Sorority, Inc.

8. BIDS

- A. Request to award the professional services contract for Pre-Demolition Hazardous Materials Survey Project, M-778 to American Environmental Consultants (AEC) of Detroit, MI for the total amount of \$14,600.00

CM-11-325-2024

Motion by Edgar, seconded by Whitehead, CARRIED, to award the professional services contract for Pre-Demolition Hazardous Materials Survey Project, M-778 to American Environmental Consultants (AEC) of Detroit, MI for the total amount of \$14,600.00.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

The City Manager approved the request for proposals from consultants to provide qualifications for our Pre-Demolition Hazardous Materials Survey Project, M-778. The project was advertised and forty-one (41) contractors viewed the documents. On October 10, 2024, nine (9) proposals were received and opened. The lowest qualified proposal from American Environmental Consultants (AEC) of Detroit, MI submitted a base bid proposal for \$14,600.00 for the hazmat survey project. This project will sample various building materials in the Community Center, Ice

Arena, Pool Locker Rooms, Snack Bar, Pool Restrooms, and Cable Building in advance of the demolition of these buildings scheduled for Fall 2025. These samples will be tested for the presence of hazardous materials, such as asbestos, PCB's, and other contaminants. We checked their references and had very positive responses.

9. CITY MANAGER

A. Administration

1. Appointment of new Board Member to Oak Park Youth Assistance Board
CM-11-326-2024

Motion by Edgar, seconded by Whitehead, CARRIED, to approve the appointment of Deanna Taylor to the Oak Park Youth Assistance Board.

Voice Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

The Oakland County Youth Assistance Program is administered through the Oakland County Circuit Court/Family Division, and consists of local Youth Assistance offices in Oakland County communities through tri-sponsorship agreements between the Circuit Court, local municipalities and local school districts. The Oak Park Youth Assistance Program was created in 1983 by the Oakland County Circuit Court and its local sponsors.

Membership eligibility includes civic leaders, organizational and governmental persons, professional people and individuals interested in serving youth in the area covered by the City of Oak Park and Oak Park School District. After new members are approved by the Oak Park Youth Assistance Board, they must be presented to the local sponsors for approval. Upon acceptance by the local sponsors, they must be sent to the Oakland County Circuit Court Judges for approval and formal appointment to the Board.

The Oak Park Youth Assistance Board has appointed Deanna Taylor to the Board and is asking the local sponsors for approval.

B. Municipal Services

1. Approval of Pay Application No. 3 and Change Order No. 2 for the 2024 Sidewalk Replacement Project, M-762 in the amounts of \$565,246.87 and \$42,334.84, respectively
CM-11-327-2024

Motion by Radner, seconded by Edgar, CARRIED, to approve Pay Application No. 3 and Change Order No. 2 for the 2024 Sidewalk Replacement Project, M-762 in the amounts of \$565,246.87 and \$42,334.84, respectively.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Whitehead
	No:	None
	Absent:	Burns

City Engineer Grisamer summarized Pay Application No. 3 and Change Order No. 2 in the amounts of \$565,246.87 and \$42,334.84, respectively, for the 2024 Sidewalk Replacement

Project, M-762 by Italia Construction Inc. of Washington Twp, MI. This project includes sidewalk replacement for specific locations throughout the city. The project is 100% complete.

C. Finance/Assessing

1. Request to receive and approve exception recommendations regarding Special Assessment Districts
CM-11-328-2024

Motion by Radner, seconded by Edgar, CARRIED, to receive and approve the following exception recommendations regarding Special Assessment Districts:

It is recommended that the unpaid invoice(s) belonging to the following parcel(s) be restored to the Special Assessment District No. 716 along with the original 10% penalty:

52-25-28-305-030	23511 Norwood
52-25-28-326-004	23844 Republic
52-25-30-334-021	23461 Sussex
52-25-31-276-018	21800 Kipling
52-25-29-352-026	13310 Woodvale
52-25-19-478-026	25115 Coolidge
52-25-29-376-014	23000 Eastwood
52-25-28-102-026	8646 Kenberton
52-25-30-352-016	23161 Avon
52-25-29-183-001	12745 Northfield
52-25-31-201-018	22171 Kenosha
52-25-31-278-020	21620 Westhampton

And the following parcel(s) be restored to the Special Assessment District No. 718 along with the original 10% penalty:

52-25-29-180-005	24090 Moritz
------------------	--------------

And the following parcel(s) be restored to the Special Assessment District No. 719 along with the original 10% penalty:

52-25-28-354-030	23121 Republic
52-25-31-204-009	22120 Cloverlawn

And the following parcel(s) be removed from Special Assessment District No. 716 along with the original 10% penalty:

52-25-30-331-016	14440 Rosemary
52-25-30-151-009	15201 Kenton
52-25-19-253-001	14301 Hart
52-25-29-451-008	23210 Scotia
52-25-29-452-030	23081 Rensselaer
52-25-29-177-031	12920 Northfield
52-25-31-403-039	14010 Cloverdale
52-25-31-204-009	22120 Cloverlawn
52-25-30-127-039	15000 Dartmouth
52-25-30-333-027	23435 Marlow

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

D. Public Works

1. Approval of Change Order No. 1 for the Eight Mile Booster Station Rehabilitation Project, M-732
CM-11-329-2024

Motion by Radner, seconded by Edgar, CARRIED, to approve Change Order No. 1 for the Eight-Mile Booster Station Rehabilitation Project, M-732.

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

At the February 5, 2024 regular meeting of the Oak Park City Council, the Eight-Mile Booster Station Rehabilitation Project, M-732 was awarded to CSM Mechanical, of Milford, MI for a total amount of \$470,805.00. This was only a partial award as we did not have the funding to complete the entire project. Since the time of award, we have budgeted additional funding to complete the remainder of the bid items. The items in Change Order No. 1 include the removal and replacement of all the bolts and the painting and coating of the pump station. The total cost of Change Order No. 1 is \$149,685.00.

2. (Added to the Agenda) - Resolution supporting the application to the 2024 Oakland County Access to Transit Program.
CM-11-330-2024

Motion by Whitehead, seconded by Edgar, CARRIED, to approve the resolution supporting the application for the 2024 Oakland County Access to Transit Program.

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

The City has prepared a grant application to the 2024 Oakland County Access to Transit Program grant. This grant will assist in installing wayfinding signage that will add traditional wayfinding signage to community assets, First- and last-mile connections, inter-transit agency transfers, and other signage with a focus on transit access.

The Master Plan and Capital Improvement Plan for the City supports the installation of wayfinding as a goal and shows funding in the CIP for FY 24-25 and FY 25-26.

10. CALL TO THE AUDIENCE

Silva Haywood, 27150 Kenosha, questioned the ordinance regarding inoperable/abandoned cars parked on city streets.

Daniel Newenberg, 14641 Kingston, expressed his concern about an increase in his taxes.

11. CALL TO THE COUNCIL

12. CLOSED SESSION

- A. Pursuant to Section 8 of the Open Meetings Act to convene a Closed Session to discuss attorney-client privileged communication about pending litigation involving the City.

CM-11-331-2024

Motion by Edgar, seconded by Whitehead, CARRIED, to convene a Closed Session, Pursuant to Section 8 of the Open Meetings Act, to discuss attorney-client privileged communication about pending litigation involving the City.

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

The Closed Session began at 8:15 p.m. and the regular meeting re-convened at 8:24 p.m.

Motion by Radner, seconded by Whitehead, CARRIED, to vest the City Attorney with authority to negotiate the terms of a consent judgment to resolve the litigation with ATE Mile LLC regarding the property at 12700 Eight Mile Rd. **CM-11-332-2024**

Roll Call Vote: Yes: McClellan, Edgar, Radner, Whitehead
 No: None
 Absent: Burns

13. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:30 PM.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

5.D

AGENDA FOR: November 18, 2024

SUBJECT: Payment of invoices from OHM Advisors for Engineering Consulting Services for the total amount of \$5,120.50

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is a request for payment for invoices from OHM Advisors for the projects as listed below:

FINANCIAL STATEMENT:

	<u>This Period</u>	<u>Prior Billings</u>	<u>To Date</u>	<u>Current Contract</u>	<u>Account Number</u>
Water GIS Support	\$2,126.25	\$2,397.00	\$4,523.25	\$11,500.00	66% - 592-18-538-801 34% - 202-18-479-801
Pavement Marking App Support	\$0.00	\$2,228.25	\$2,228.25	\$2,500.00	202-18-479-801
Tree Inventory App Support	\$67.50	\$4,930.75	\$4,998.25	\$5,000.00	202-18-479-801
Nine Mile Design Engineering	\$2,926.75	\$89,552.50	\$91,948.75	\$95,000.00	202-18-479-970
Totals	\$5,120.50	\$99,108.50	\$103,698.50	\$114,000.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$5,120.50. Funding is available in the above listed accounts.

EXHIBITS:

1. DPW GIS Application Development
2. Nine Mile Rehabilitation - Greenfield to Cloverlawn

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

City of Oak Park
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 11/05/2024
Invoice #: 81861
Project: 0037240020

Project Name: DPW GIS Application Development

For Professional Services Rendered Through: October 26, 2024

Professional Services		
1A: General Water Department GIS Support		\$2,126.25
1B: Pavement Markings - Field Map and Dashboard Development		\$0.00
1C: Tree Inventory / Restoration - Field Map and Dashboard Development		\$67.50
Amount Due This Invoice		\$2,193.75
Invoice Total		\$2,193.75

REMIT TO:

OHM Advisors

34000 Plymouth Road

Livonia, MI 48150

T 734.522.6711

F 734.522.6427

OHM-Advisors.com

**INVOICE****City of Oak Park****Attn: Kara Grisamer, City Engineer****10600 Capital Ave.****Oak Park, MI 48237**

Invoice Date: 11/05/2024

Invoice #: 81861

Project: 0037240020

Project Name: DPW GIS Application Development**1A: General Water Department GIS Support***Professional Services*

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician III	15.75	135.00	\$2,126.25
Professional Services Subtotal	15.75		\$2,126.25
1A: General Water Department GIS Support Total:	15.75		\$2,126.25

1C: Tree Inventory / Restoration - Field Map and Dashboard Development*Professional Services*

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician III	.50	135.00	\$67.50
Professional Services Subtotal	.50		\$67.50
1C: Tree Inventory / Restoration - Field Map and Dashboard Development Total:	0.50		\$67.50

Total Backup: 16.25 \$2,193.75

REMIT TO:

OHM Advisors

34000 Plymouth Road

Livonia, MI 48150

T 734.522.6711

F 734.522.6427

OHM-Advisors.com



INVOICE

City of Oak Park

Attn: Kara Grisamer, City Engineer

10600 Capital Ave.

Oak Park, MI 48237

Invoice Date: 11/05/2024

Invoice #: 81860

Project: 0037240010

Project Name: Nine Mile Rehabilitation - Greenfield to Cloverlawn

For Professional Services Rendered Through: October 26, 2024

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Nine Mile Rehabilitation - Greenfield to Cloverlawn	\$95,000.00	\$89,552.50	\$5,447.50	\$2,926.75

Invoice Total

\$2,926.75

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

City of Oak Park
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 11/05/2024
Invoice #: 81860
Project: 0037240010

Project Name: Nine Mile Rehabilitation - Greenfield to Cloverlawn

Professional Services

	Hours	Rate	Amount
Graduate Engineer II	.25	145.00	\$36.25
Professional Engineer/Architect II	12.00	168.00	\$2,016.00
Sr. Associate	3.00	215.00	\$645.00
Technician IV	1.50	153.00	\$229.50
Professional Services Subtotal	16.75		\$2,926.75
Total Backup:	16.75		\$2,926.75

MERCHANT'S LICENSES - NOVEMBER 18, 2024
(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
--------------	---------	------	---------------

RENEWALS FOR 2025	ADDRESS	FEES	BUSINESS TYPE
FORMTECH PLASTICS	10030 CAPITAL AVE	\$ 150.00	MANUFACTURING
RYAN POLISHING CORPORATION	10707 CAPITAL AVE	\$ 150.00	MACHINING
PAT'S LANDSCAPING CO INC	10831 CAPITAL AVE	\$ 150.00	LANDSCAPING
MJ SEAL COATING	13200 CAPITAL AVE 1	\$ 150.00	INDUSTRIAL
WURTH BAER SUPPLY CO	13390 CLOVERDALE AVE	\$ 150.00	DISTRIBUTOR
REVOLUTION CHAMPIONSHIP MARTIAL ARTS	21020 COOLIDGE HWY A	\$ 150.00	STUDIO
A & JAY AUTOMOTIVE WAREHOUSE INC	21020 COOLIDGE HWY B	\$ 150.00	WHOLESALE
TOBACCO IMPORT USA	21060 COOLIDGE HWY	\$ 150.00	WHOLESALE
TALK A LOT WAREHOUSE	21150 COOLIDGE HWY	\$ 150.00	RETAIL
E-ZEE SET WOOD PRODUCTS	21650 COOLIDGE HWY	\$ 150.00	MANUFACTURING
VIP WEAR	22124 COOLIDGE HWY	\$ 150.00	RETAIL
VALUE WORLD INC	22130 COOLIDGE HWY	\$ 150.00	RETAIL
UNTANGLED HAIR	23059 COOLIDGE HWY	\$ 150.00	HAIR SALON
DOLLAR TREE #3039	23090 COOLIDGE HWY	\$ 150.00	RETAIL
WALK IN THE PARK COIN LAUNDRY	23170 COOLIDGE HWY	\$ 150.00	LAUNDROMAT
OAK PARK URGENT CARE	24661 COOLIDGE HWY	\$ 150.00	MEDICAL
CARING DENTISTRY	26021 COOLIDGE HWY	\$ 150.00	DENTISTRY
H O TRERICE CO	12950 W EIGHT MILE RD	\$ 150.00	MANUFACTURING
FARS FILL UP INC	13500 W EIGHT MILE RD	\$ 150.00	GAS STATION
OAK LIQUOR & WINE	13700 W EIGHT MILE RD	\$ 150.00	LIQUOR STORE
BUILDING BEDS 4 KIDS	14241 W ELEVEN MILE RD	\$ 150.00	NON-PROFIT
HARTWELL CEMENT COMPANY	21650 FERN AVE	\$ 150.00	CONTRACTORS
T M LEASING/MONAGHAN'S TOWING	21680 FERN AVE	\$ 150.00	TOWING
SELECT MEDICAL GROUP OF MI PLLC	23350 GREENFIELD RD # 200	\$ 150.00	MEDICAL
TINA NAILS & SPA INC	24720 GREENFIELD RD	\$ 150.00	NAIL SALON
STARBUCKS COFFEE #11879	24840 GREENFIELD RD	\$ 150.00	RESTAURANT
CARE PLUS PHARMACY	25290 GREENFIELD RD	\$ 150.00	PHARMACY
LIFE SKILLS VILLAGE PLLC	25900 GREENFIELD RD # 100	\$ 150.00	MEDICAL
CHOICE INDEPENDENCE INC	25900 GREENFIELD RD # 217	\$ 150.00	OFFICE
UNITED INS AGENCY	25900 GREENFIELD RD # 246	\$ 150.00	OFFICE
MCNEAL OBRIEN TEAM LLC	25900 GREENFIELD RD # 510	\$ 150.00	OFFICE
POPEYES CHICKEN & BISCUITS	25910 GREENFIELD RD	\$ 150.00	RESTAURANT
EDDIE'S GOURMET	25920 GREENFIELD RD	\$ 150.00	RESTAURANT
CONSERVATIVE CUTS	26090 GREENFIELD RD	\$ 150.00	BARBERSHOP
LEE BEAUTY SUPPLY	26118 GREENFIELD RD	\$ 150.00	RETAIL
MCDONALD'S	26160 GREENFIELD RD	\$ 150.00	RESTAURANT
ROYAL CONTAINER	21100 HUBBELL AVE	\$ 150.00	STORAGE FACILITY
WING'S GARDENS	8410 W NINE MILE RD	\$ 150.00	RESTAURANT
DREAMSCAPES FAMILY DENTISTRY	10300 W NINE MILE RD	\$ 150.00	DENTISTRY
LIGHTHOUSE LIQUOR	13651 W NINE MILE RD	\$ 150.00	LIQUOR STORE
MIGHTY MO MUFFLERS	13941 W NINE MILE RD	\$ 150.00	AUTO REPAIR
SADIA ENTERPRISES INC	13000 NORTHEMND AVE	\$ 150.00	OFFICE
VGAGE LLC	13250 NORTHEMND AVE	\$ 150.00	MANUFACTURING
PARKWOOD OPEN IMAGING	13161 TEN MILE	\$ 150.00	MEDICAL

CITY OF OAK PARK

STRATEGIC PLAN

2021 - 2026

2024 Q3 Report



INTRODUCTION



The Strategic Plan Reports are an opportunity to share the progress the City is making on our 2021-2026 Strategic Plan.

City administration created an action plan that guides staff over the next five years in achieving the City's established goals and objectives. It is broken down into actionable items with a timeframe for completion and identifies the departments responsible for insuring their completion. The Quarterly Reports that have been delivered this year have provided a highlight of the activities that the City has carried out in the previous three months, in an effort to work toward our established objectives.

VISION, MISSION, VALUES



OUR VISION

The City of Oak Park will lead the region as the most dynamic city in Metropolitan Detroit, serving as a destination as a vibrant, cutting-edge community.

OUR MISSION

In the City of Oak Park, we strive to provide the highest quality of life for our residents in everything we do.

We pride ourselves on the richness of our cultural diversity and our safe and secure neighborhoods.

We actively encourage residential and business growth.

We are business minded and family-centered.

OUR VALUES

Prioritizing our public's well-being first;

Operating with integrity and maintaining the trust of our residents;

Providing the highest quality programs and services;

Serving as good stewards of our financial and physical resources;

Delivering honest, responsive government;

Attracting innovation, community development and business enterprise.

GOALS



GOAL 1:

Deepen sense of place and community identity

GOAL 2:

Foster an engaged, informed community

GOAL 3:

Cultivate organizational excellence

GOAL 4:

Provide efficient, resilient government

GOAL 5:

Ensure a safe and comfortable environment for everyone

GOAL 6:

Encourage environmentally sustainable practices

QUARTERLY REPORT



GOAL 1: DEEPEN SENSE OF PLACE AND COMMUNITY IDENTITY

Through the expansion of dynamic commercial and industrial corridors, preservation of the integrity of our neighborhoods, and events and amenities that celebrate Oak Park's diversity

Objective: Attract and retain a mixture of robust businesses into the City

- The Economic Development department has worked with Oakland Thrive, as well as the cities of Southfield and Lathrup Village to host training events and networking opportunities. This quarter's event included:
 - * Ready. Set. Sell—informative seminar designed to equip businesses with the tools to thriving during the holidays (9/25).
- Oak Park has joined the Berkley Area Chamber, and are holding off on joining the Southfield Chamber due to the increase in cost.
- The Library provides space and marketing for Oakland County's Business Forward initiative that facilitates connections between businesses and Business Forward resources - a drop in program offered every 3rd Tuesday of the month.
- The CIA is also finalizing the Match on Main grant application through the MEDC for businesses to obtain grants of up to a total of \$25,000

Objective: Improve the overall appearance of commercial corridors and industrial districts

- Issued 1,260 Code Enforcement Notices for various properties and issued 60 tickets (commercial and residential).
- Performed 100 Business License inspections.
- Registered 10 buildings under the newly-adopted Vacant Property Registration ordinance.
- The CIA has selected a consultant for conducting the city wide landscape plan.
- The City has also been working with the City of Southfield and recently added a welcome sign, banners and landscaping on Greenfield between 8 to 9 mile road.

Objective: Encourage a mixture of robust development throughout the City

- A project was just approved by the Planning Commission for live work at the corner of Coolidge and Capital.

QUARTERLY REPORT



Objective: Combat blight issues in residential neighborhoods

- Issued 1,260 Code Enforcement Notices for various properties and issued 133 tickets (commercial and residential).
- Performed 329 rental inspections.

Objective: Celebrate Oak Park's diversity through events and programs that attract people throughout the region

- ACDC: Hosted the annual Film festival on September 7.
- Recreation:
 - * Another Fourth of July Parade with the Jewish War Veterans leading off the parade
 - * Summer Concert Series
- Corridor Improvement Authority:
 - * Hosted 1st Cruise & Groove event August 15
 - * Tailgate Event September 8
 - * Hosted the annual Oaktoberfest September 21
- The Communications Department promotes events and programs across channels.

Objective: Invest in public art experiences

- Recreation: Offered Pop-Up Art Classes for both Adults and Youth in various mediums in July and August.
- The Library mural artist began and completed the mural this quarter.
- Library hosted Rosewood Chamber Musicians September 15.
- The artist-in-residence program hosted artist Sharon Floyd, and held an Artist reception.

QUARTERLY REPORT



Objective: Provide programming that responds to the needs of all demographics of the community

- Low-cost Pet Immunization Clinic
- The Library:
 - * Space Stories
 - * PJ Storytime
 - * Toddler Storytime
 - * Summer Reading
 - * Early literacy BINGO
 - * Farmers Market Storytime
 - * Grab & go Constellation Jar
 - * Child & Young Adult Special Education Support & Services (Hosted by MI Alliance for Families)
 - * Estate Planning (hosted by Lakeshore Legal Aid)
 - * Record Expungement seminar (hosted by Lakeshore Legal Aid)
 - * Smokey the Bear Reading Challenge
 - * Family Trivia Night
 - * Preventing Elder Abuse & Neglect (hosted by Disability Network)
 - * What's new in Medicare program (hosted by MMAP)
- Recreation:
 - * Autumn Scavenger Hunt (in partnership with Oakland Parks)
 - * Sports Sampler Camp
 - * Dog Day Afternoon
 - * Dog Day at the pool
 - * Youth Baseball
 - * TOT Playtime
 - * Hustle Class
 - * Yoga
 - * Middle Eastern Belly Dance
 - * Bingo
 - * Scrabble Club
 - * Seniors in Motion
 - * Tai Chi
 - * Stretch It Out
 - * Zumba
 - * Martial Arts

Objective: Foster social interaction and a sense of ownership at all of the City's public spaces

- Rec on the Road continued through August- Recreation takes programs on the road to various parks throughout the City - partially funded by a Community Foundation of Southeast Michigan Ralph C. Wilson Jr. grant - the program started in June ran through the summer.
- The Dog Park subcommittee and Recreation hosted "Dog Day Afternoon" at the dog park July 21.
- The Oak Park Recycling and Environmental Conservation Commission hosted another "Oka Park Cleans Up" event September 15.

QUARTERLY REPORT



GOAL 2: FOSTER AN ENGAGED, INFORMED COMMUNITY

Through meaningful, timely communications, and ample opportunities for resident engagement with their government and each other

Objective: Ensure effective, meaningful communication with the community

- Continue to communicate important information across channels.
- Updates to the Resident Handbook include information regarding snow plowing and street sweeping, as well as a QR code to sign up for regular City communications.
- The Communications department evaluated and drafted a proposed solution for a new web launch.
- Creating communication pushes on where a need has been identified, including archery, dog park and Public Safety recruitment.
- Reintroduced the monthly Mayor's message.
- Public Safety attended the Detroit Zoo Touch a Truck event, engaged the community throughout the summer with the Ice Cream Truck, and has worked with the communications department to continue engagement across social media channels.

Objective: Cultivate a culture of civic involvement

- The Economic Development department is working with neighboring communities on the Oakland County Safe Streets initiative, which has included many opportunities for public engagement.
- Shared information of Oakland County's Design Open House - seeking feedback on the County's investments into Shepherd Park.

QUARTERLY REPORT



GOAL 3: CULTIVATE ORGANIZATIONAL EXCELLENCE

Through the development of a workplace culture that focuses on continuous improvement, accountability, engagement and healthy lifestyles

Objective: Provide high quality, friendly, responsive customer service

- Staff responded to 419 Gov QA requests this quarter.
- Communications department and Resident Services Coordinator worked to analyze Gov QA data to determine a need for additional communications on several topics.

Objectives: Ensure the retention of talent and institutional knowledge | Increase employee engagement

- We have rolled out “Oak Park Strengths” to all staff— an organizational development and engagement program utilizing Gallup’s Clifton Strengths assessment and toolbox. All participating staff have taken the Clifton Strengths assessment. We are also implementing the “Managers as Coaches” initiative, which helps our managers to lead their teams through coaching and to foster a strengths-based culture in their teams.
- We hosted the annual summer staff picnic, where years of service are honored, and Employee of the Year and Runner up were announced.

QUARTERLY REPORT



GOAL 4: PROVIDE EFFICIENT, RESILIENT GOVERNMENT

Through a commitment to financial sustainability, innovation and best practices

Objective: Partner with neighboring jurisdictions, as appropriate to accomplish common goals and maximize efficiencies

- The City's participation in the Nine Mile Task Force has been solidified with a Memorandum of Understanding (MOU) between the communities and Oakland County. We are currently working on a branding plan for the corridor, which is being funded by Oakland County.

Objective: Ensure efficiency of elections

- The Clerks office and the Communications department worked together on a voter information campaign.
- The Clerk's office worked hard to ensure a smooth November election. AV ballot assistance was secured, 15 separate election worker trainings were held, and voting machines were tested and necessary repairs made September 30th.

QUARTERLY REPORT



GOAL 5: ENSURE A SAFE AND COMFORTABLE ENVIRONMENT FOR EVERYONE

Through continued investment in public safety service and sustainable infrastructure throughout the City

Objective: Provide high quality public safety services

- Public Safety strategically directs resources in specific areas, including two speed trailers and decoy vehicles, where speeding continues to be an issue. This year we added a speed trailer.

Objective: Sustain and expand a safe and comprehensive transportation network for all users

- The City has partnered with Ferndale, Pleasant Ridge, Hazel Park, Madison Heights, Huntington Woods and Berkley to develop the Southeast Oakland County Safety Action Plan to reduce traffic-related fatalities and make our roadways a safer place.
- The 2024 sidewalk was almost complete by the end of the third quarter. Over 200 sidewalk re-inspections with homeowners were conducted.



CITY OF OAK PARK, MI STAFF REPORT

8.A

AGENDA FOR: November 18, 2024

SUBJECT: Public Hearing for allocation of 2025 CDBG Funds

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The City of Oak Park is expected to receive \$122,359 in Community Development Block Grant Funds (CDBG) for the 2025 Program Year. The funds must be allocated to specific projects and the dollar amount identified for each project. One of the conditions of the acceptance of these funds is that the community holds a Public Hearing to solicit public comment as to how the funds should be allocated.

FINANCIAL STATEMENT: No Funds required at this time.

RECOMMENDED ACTION: It is recommended that City Council conduct a public hearing to receive comment on the allocation of the 2025 Community Development Block Grant Funds.

EXHIBITS:

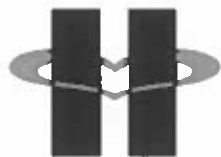
1. Public Hearing Notice PY 2025 CDBG
2. Letter from Haven

CITY OF OAK PARK, MICHIGAN
NOTICE OF PUBLIC HEARING
2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

NOTICE IS HEREBY GIVEN that the City of Oak Park will hold a Public Hearing on the use of 2025 Community Development Block Grant Funds. The Public Hearing will be held on Monday, November 18, 2024 at 7:00 pm. or thereafter, at the City of Oak Park Regular City Council Meeting, 14000 Oak Park Blvd., Oak Park, Michigan for the purpose of hearing public comments on the Community Development Block Grant (CDBG) Program Year 2025 application in the approximate amount of \$122,359 to fund eligible projects. All interested citizens are requested to attend the Public Hearing. Comments will also be received in writing or in person at the meeting or in writing to City Clerk, City of Oak Park, 14000 Oak Park Blvd., Oak Park, MI 48237 until 5:00 p.m. Monday, November 18, 2024. The City of Oak Park will comply with the spirit and intent of the Americans with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services.

T. Edwin Norris, City Clerk

Please post on the City of Oak Park Main Webpage November 5, 2024, through November 18, 2024.



HAVEN

LIVE WITHOUT FEAR

October 4, 2024

Robert Barrett
City of Oak Park
14300 Oak Park Blvd
Oak Park, MI 48237-2029

Dear Robert

As the landscape of funding for vital community programs shifts, HAVEN understands the recent changes in the Community Development Block Grant (CDBG) to support only two programs rather than the four previously funded makes for a hard decision for the community of City of Oak Park. While these changes mean that funds may not directly flow into multiple community-based initiatives as before, the support for survivors of intimate partner violence and sexual assault remains more critical than ever. The assistance provided through CDBG funding still plays a crucial role in enhancing the safety and well-being of survivors within our community, helping to build a safer environment for all residents.

Imagine escaping violence with nothing but the clothes on your back. For many survivors, that is their reality. Through your support, we can provide them with the resources to not only overcome their circumstances but to build new, thriving lives. HAVEN is here to ensure that every survivor gets a chance to heal—but we can only continue this vital work with your help.

Domestic violence and sexual assault affect hundreds of thousands of people annually. In Michigan alone, 1 in 3 families are impacted by these forms of abuse. Think about that for a moment. These aren't just numbers—they represent your neighbors, co-workers, friends, and loved ones. The impact of domestic violence reaches into every corner of our society, affecting people from all walks of life. No part of our community is immune. As we continue to battle the pervasive effects of domestic and sexual violence, financial resources are essential to meet the growing demand for services. The work we do cannot stand alone.

HAVEN plays an essential role in a survivor's journey. Supporting HAVEN means supporting survivors. With critical funding decisions at all turns there are many ways to get involved:

- Financial contributions allow us to sustain and expand our services.
- Volunteering your time can directly impact the lives of those we serve.
- Hosting events in partnership with HAVEN helps spread awareness and build connections.

By standing together, we can create a community where domestic violence is not tolerated, where survivors are supported, and where every individual has the opportunity to live free from fear. From July 1, 2023 through June 30, 2024 HAVEN supported survivors from City of Oak Park in the following ways:

Total Individuals from City of Oak Park*	94
Crisis Calls from City of Oak Park*	48

**Confidentiality and anonymity are vital for our clients. The numbers provided above are based on self-identified demographics and limited to only those clients who chose to share that information. For reference, during that same time frame HAVEN assisted 3328 individuals of which 2085 self-identified from Oakland County. During this same reporting period HAVEN received 10,612 calls to our crisis line.*

Will you believe survivors? Will you stand with us in this fight? Will you help us celebrate 50 years of HAVEN by ensuring that we can continue this work for the next 50 with a Community Development Block Grant of 3500?

Sincerely,

Patricia Hoskins
Director of Quality Assurance and Administration
phoskins@haven-oakland.org, 248-334-1284 ext. 305



CITY OF OAK PARK, MI STAFF REPORT

8.B

AGENDA FOR: November 18, 2024

SUBJECT: Resolution approving the 2025 Community Development Block Grant Allocations

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The Municipal Services Department recommends that City Council pass the proposed resolution approving the recommended allocation of funds and authorize the Mayor to sign the application and Sub-recipient Agreement on behalf of the City. The proposed allocations are:

Code Enforcement \$104,005.15

Public Services (Yard Services) \$18,353.85 (maximum 15% of total allocation)

Total \$122,359.00

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: The Municipal Services Department recommends that City Council pass a resolution approving the recommended allocation of funds and authorize the Mayor to sign the application and Sub-recipient Agreement on behalf of the City. The proposed allocations are:

Code Enforcement \$104,005.15

Public Services (Yard Services) \$18,353.85 (maximum 15% of total allocation)

Total \$122,359.00

EXHIBITS:

1. 2025 CDBG Resolution

RESOLUTION (CM-XXXXX) APPROVING THE 2025
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs; and

WHEREAS, Oakland County has requested CDBG eligible projects from participating communities for inclusion in the Action Plan; and

WHEREAS, the City of Oak Park is a participating local unit of government in the Oakland County Community Development Block Grant Program; and

WHEREAS, the City Of Oak Park has duly advertised and conducted a public hearing on November 18, 2024 for the purposes of receiving comments regarding the proposed use of Program Year 2025 Community Development Block Grant funds in the approximate amount of \$122,359; and

WHEREAS, the public hearing conformed to the guidelines of the Oakland County Community Development Division; and

WHEREAS, The City of Oak Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need:

Account Number	Project Name	Amount
172170-730310	Code Enforcement	\$104,005.15
172160-732170	Public Service/Yard Services	\$18,353.85 (maximum 15% of total allocation)

NOW THEREFORE, BE IT RESOLVED, that the City of Oak Park CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Yes:

No:

Absent:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on November 18, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk



1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 634151

November 11, 2024

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Thursday, October 31, 2024

\$14,583.33

Fee Total

Costs Advanced:

Date	Description	Amount
09/06/24	Fee to John J. Gillooly for Re-issue of payment to Class Member Michelle Johnson - original check uncashed	77.14
10/01/24	Fee to Courtney Krause for Motion to transfer small claims Tribunal case re parsonage exemption at 14530 Leslie Ave due to 30 minute limit in small claims to present evidence.	25.00
10/16/24	Reproduction Charges 2 @ 0.15	0.30
Total Costs Advanced		<u>\$ 102.44</u>

Total Fees and Disbursements: \$14,685.77

Invoices for legal services are due upon receipt. To ensure proper application of your payment, Please indicate our invoice number and client/matter number on your remittance.



1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 634152

November 11, 2024

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

Re: City of Oak Park v ATE Mile LLC

*Client 7406
Matter 49*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Thursday, October 31, 2024

\$1,292.00

Fee Total

Costs Advanced:

Date	Description	Amount
10/28/24	Fee to ACH - MI-JADR for Mediation services	250.00
Total Costs Advanced		<u>\$ 250.00</u>

Total Fees and Disbursements: \$1,542.00

*Invoices for legal services are due upon receipt. To ensure proper application of your payment,
Please indicate our invoice number and client/matter number on your remittance.*



GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 634153

November 11, 2024

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

*Re: City of Oak Park v Oak Park Investment Group
& The Chaldean Catholic Church of the United
States*

*Client 7406
Matter 48*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Thursday, October 31, 2024

\$ 323.00

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$ 323.00

*Invoices for legal services are due upon receipt. To ensure proper application of your payment,
Please indicate our invoice number and client/matter number on your remittance.*



CITY OF OAK PARK, MI STAFF REPORT

10.A

AGENDA FOR: November 18, 2024

SUBJECT: Request to award the professional services contract for the Construction Manager on the 2025 Event Hub Construction Project.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Attached is a copy of the proposal from Frank Rewold and Son, Inc. (FRS) to perform Construction Manager services for the 2025 Event Hub Construction Project. This project includes the construction of the new Event Hub and Band Shell in the vacant green space between City Hall and the Library. The proposal is based off the FRS Oakland County Annual Contract and includes Construction Management staffing (\$448,708.00), Construction Manager's fee (2.8%), Insurance fee (0.5%), and PLM Bond fee (1.1%). These fees are based on a total estimated cost of construction of \$9,407,055. Final fees will be based off the awarded construction costs of the project. This contract is a continuation of the work that FRS is currently performing on the Event Hub Project. We have successfully worked with the FRS team on multiple projects in the past and are very comfortable with this recommendation.

FINANCIAL STATEMENT: Funding is available in the FY 2024-25 Parks and Recreation Improvement Fund (407-18.444-970) for this expenditure.

RECOMMENDED ACTION: It is recommended that City Council approve the proposal from Frank Rewold and Son, Inc. to perform Construction Manager services for the 2025 Event Hub Construction Project. This contract includes Construction Management staffing (\$448,708.00), Construction Manager's fee (2.8%), Insurance fee (0.5%), PLM Bond fee (1.1%) upon final approval by the City Attorney's office. Funding is available in the Parks and Recreation Improvement Fund (407-18.444-970) for this expenditure.

EXHIBITS:

1. FRS_CM Proposal



CONTACT:

Jason Rewold

President

Frank Rewold & Sons Inc.

248.410.5063 | jrewold@frankrewold.com

10/29/2024

CM SERVICES PROPOSAL

CITY OF OAK PARK
NEW CITY EVENT HUB

FRANK REWOLD & SONS INC.

Construction Manager | General Contractor | Property Manager

303 E. Third Street | Suite 300 | Rochester, MI 48307 | 248.651.7242 | frankrewold.com

@frankrewoldsons

EXPLORE OUR SOCIALS



October 29, 2024

David DeCoster
Deputy City Manager/Director of Public Works
City of Oak Park
Department of Public Works
10600 Capital, Oak Park, MI 48237

RE: City of Oak Park, New City Event Hub Construction Proposal

Dear David:

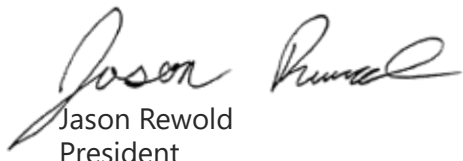
We are thrilled to announce that we are progressing from preconstruction into the construction phase. Over the last 11 months, our collaboration with Neumann/Smith Architects and the City has provided us with valuable insights and set the project up for success.

As a preferred vendor for Oakland County, we have consistently demonstrated excellence in planning, estimating, scheduling, and implementing our construction management services. Our construction management (CM) contract, approved for use with all governmental entities throughout Michigan, ensures fiscal responsibility and foresight. Utilizing our Oakland County CM Agreement, Frank Rewold & Sons Inc. (FRS) is eager to partner with the City of Oak Park on the New City Event Hub project.

Our experience with Oakland County is relevant and applicable. Successfully, FRS implemented the contract for the Oak Park Courthouse renovation. It highlights our capability to tailor the CM contract to best suit the City of Oak Park's needs. Additionally, our highly qualified staff is ready to deliver exceptional results.

If you have any questions about our proposal, please feel free to contact me directly at 248.410.5063 or jrewold@frankrewold.com.

FRANK REWOLD & SONS INC.

A handwritten signature in black ink, appearing to read 'Jason Rewold', is written over a horizontal line.

Jason Rewold
President

FRANK REWOLD & SONS INC.

Construction Manager | General Contractor | Property Manager
303 E. Third Street | Suite 300 | Rochester, MI 48307 | 248.651.7242 | frankrewold.com

@frankrewoldsons

EXPLORE OUR SOCIALS



TABLE OF CONTENTS

SECTION 1 | CONSTRUCTION MANAGEMENT SERVICES FEE PROPOSAL

SECTION 2 | COMPANY OVERVIEW/EXPERIENCE

SECTION 3 | OAKLAND COUNTY CONTRACT



SECTION 1

CONSTRUCTION MANAGEMENT SERVICES FEE PROPOSAL

**Oakland County
New International Airport**



FRS is pleased to offer the following cost proposal for the New City Event Hub Project.

Utilizing the framework of the Oakland County contract sets the stage for a very successful project, and continued long-term relationship with the City of Oak Park.

All price points are based on the Oakland County Annual Contract (valid through 10/31/2025)

CM STAFFING			
ROLE	HOURLY RATE	HOURS	TOTAL
Superintendent	\$95/Hr	2128.5	\$202,218
General Superintendent	\$140/Hr	110	\$15,400
Project Engineer	\$70/Hr	946	\$66,220
Project Estimator	\$125/Hr	300	\$37,500
Project Executive	\$140/Hr	110	\$15,400
Project Manager	\$95/Hr	946	\$89,870
Project Administration	\$65/Hr	40	\$2,600
Accounting	\$65/Hr	300	\$19,500
		TOTAL	\$448,708
All CM fees and rates are per the Oakland County Annual Agreement			

CM FEE	CM INSURANCE	PLM BOND
2.8% Of Construction Cost	0.5% Of Construction Cost	1.1% Of Construction Cost

For any questions regarding the nature or use of the Oakland County contract, please feel free to reach out to **Joan Daniels, CPPB at Oakland County at 248.858.5481 or danielsj@oakgov.com.**



SECTION 2

COMPANY OVERVIEW/EXPERIENCE

**Van Buren Charter Township
New Recreation Center Addition/Renovation**

OUR MISSION

Create value, build relationships, deliver high quality construction services that meet our expectations.

How? *Through the use of the right subcontractors, by hiring and retaining first-class employees, and approaching the building process by **being frank.***

SIZE/TYPE OF FIRM

60 Full-time Employees

Construction Manager | General Contractor | Property Manager

OUR HISTORY

Widow of John Francis Dodge, of Dodge Motor Car Company, Matilda Dodge Wilson co-founded Oakland University on her 1,400-acre estate, Meadow Brook Farms. This is where she hired established carpenter Frank Rewold as her personal handyman. Decades of building, fixing, and problem solving pass as Frank Rewold teaches his young apprentice and son, Roy Rewold, tools of the trade. Roy later completed the construction of Sunset Terrace, a retirement home and guesthouse for Matilda.

Today, after a century since inception, Frank Rewold & Sons still regularly performs construction services for the university and other surrounding colleges, communities, businesses, and organizations throughout Michigan.

From the beginning, Frank Rewold's carpentry and relationship skills conveyed facets of his future company's distinct character. Since 1918, we have retained a people-focused, honest outlook that seems to escape larger construction companies today. To be sure, FRS constructs multi-million dollars of construction annually, but is by no means the largest contractor. Our projects express their own candidness and character -- these qualities are what make us Rewold.

Each year, dozens of schools, churches, businesses, and municipalities choose Rewold over competitors.

Their reasons are varied. Some appreciate a local Michigan-based contractor that will treat a project as if it is their own. Others appreciate the large-scale building capabilities delivered among four generations of family ownership, and driven more by project than dollar. Still, others find FRS one of the few businesses that has not forgotten its heritage of doing business on a handshake.

FRS wishes to become a repeat contractor to all clients and to make relationship connections that will last a lifetime and span generations.

LOCATION OF OFFICE

303 E. Third Street | Suite 300 | Rochester, MI 48307

Frank Rewold (First Generation)



WORK SMART. WORK SAFE.

SAFETY

FRS has adopted a comprehensive health and safety program. Our employees, subcontractors, and their workers are required to comply with this program. All jobsite personnel are advised of our program and its requirements at the beginning of their project activities. The detailed plan is a living document and may be amended during the course of the project to address potential concerns and procedures related to site safety. Requirements reviewed for the project will include but are not limited to the following:

- Site description
- Responsibilities
- Safety limits
- Visitor policies
- Disciplinary action
- Inspection program
- Orientation meetings

Our company's jobsite superintendent, project manager, and executive management enforce these requirements. Rewold subcontractors are required to attend weekly "tool box" and safety orientation meeting to review site specific safety topics relevant to the project demands. Records of these meetings are reviewed by the site superintendent and maintained in project files at the jobsite for the duration of the project. Failure or refusal to comply with the Site Specific Safety Plan can result in removal from the jobsite.

EMR:

2024 EMR: .71
2023 EMR: .69
2022 EMR: .69

PROJECT MANAGEMENT

Our approach to any project will begin with project planning. During this process, we will be proactively assisting the owner, the architect, and team consultants in evaluating the design relative to budget and constructability.

In preconstruction, we will prepare budgets as architectural drawing development progresses; update the project team on cost effectiveness; analyze values; and present product and material options with pricing. We will determine whether, the mechanical, electrical, and plumbing concepts are feasible. Prior to construction, we will develop a detailed plan for implementing the work. The Critical Path Method (CPM) schedule will illustrate key project milestones and duration of subtrade disciplines. Rewold will prepare a prequalified subtrade list for review by the project team; bid out the project competitively; review bids as a team; schedule preaward interviews with apparent low bidders to compare their bids with plans and schedule; confirm trade is compliant and fully understands project complexity to minimize future cost changes.

SUPPORT SERVICES

Preconstruction

- Owner Consultation
- Site Visits
- "Best Methods" Consulting
- Site Condition Testing
- Construction Budget Estimation
- Construction Scheduling
- Budget Comparison
- Construction Documentation
- Cash-flow Projections
- Bidding Process Coordination
- Bidding Pre-award Interviews
- Bidding Award

Project Closeout

- Organization of Final Inspections
- Regulatory Approval Assistance
- Synchronize Owner Occupancy
- Punch List Preparation
- Punch List Completion
- Coordinate Owner Walk-through
- Coordinate Equipment Testing
- Coordinate Systems Testing
- Secure Close-out Documents
- Prepare Final Payment Application
- Address Warranty Period Issues
- Ensure Owner Satisfaction

Construction

- Site Field Supervision
- Project Management
- Workforce Coordination
- Plan Project Meetings
- Produce Progress Reports
- Project Schedule Updating
- Daily Field Log Maintenance
- Construction Cost Updating
- Cost Accounting
- Process Change Order
- Review Change Orders
- Safety Program Adherence
- Coordinate Subtrades
- Coordinate Consultants
- Review Submittals
- Process Submittals

RECENT/CURRENT MUNICIPAL PROJECTS:



Van Buren Township, Recreation Center Addition/Renovation
Completion Date: 2024



Redford Charter Township, New Recreation Center
In Progress



City of Madison Heights, Community Civic Center Addition
Completion Date: 2024



Older Persons' Commission, Facility Improvements
Completion Date: 2023



West Bloomfield Public Library, Library Renovations
Completion Date: 2024



Green Oak Township, New Fire Station
Completion Date: 2024



City of Madison Heights, Fire Station Addition/Renovation
Completion Date: 2024



Grand Blanc Township, New Fire Station & DPW Building
In Progress



SECTION 3

OAKLAND COUNTY CM CONTRACT

City of Rochester
New West Parking Structure



PURCHASING

OAKLAND COUNTY EXECUTIVE, DAVID COULTER

Purchasing

248-858-0511 | purchasing@oakgov.com

Buyer: Joan Daniels

CONTRACT NUMBER: 009938

Event # 005341A

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$1.00		Effective Date: 11/1/2022	Expiration Date: 10/31/2025
Contract Description:	Construction Management - M		
Contractor Information:		Contract Administrator (If Different):	
Frank Rewold and Son INC 303 East Third Street 300 Rochester, MI 48307 Vendor No: 13995		Jason Rewold Vice President 248 601 1245 jrewold@frankrewold.com	
Purchasing Office Information:		Contract Administrator Oakland County Using Department:	
Buyer: Joan Daniels Oakland County 2100 Pontiac Lake Rd 41W Waterford, MI 48328-2762 248-858-0511 purchasing@oakgov.com		Jason Warner Manager Facilities Planning & Engineering One Public Works Drive Waterford, MI 48328 248 858 0138 warnerj@oakgov.com	

The County and the Contractor may be referred to individually as a "Party" or collectively as the "Parties". The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: Jason Rewold
Jason Rewold (Oct 14, 2022 08:57 EDT)

FOR THE COUNTY:

SIGN: Joan Warner
Joan Warner (Oct 16, 2022 15:56 EDT)
Contract Administrator

SIGN: Scott N. Guzy
Scott N. Guzy (Oct 17, 2022 07:20 EDT)

Scott N. Guzy, CPPO, MBA, Purchasing Administrator

CLA

009938

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. County's G2G Marketplace Administration
- Section 7. Contractor's Warranties and Assurances
- Section 8. Liability
- Section 9. Insurance and Bond Requirements
- Section 10. Intellectual Property
- Section 11. Confidential Information
- Section 12. County Data
- Section 13. Information Technology Standards
- Section 14. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation,

009938

facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.
- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 1.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract and Contractor Employee.
- 1.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:

Exhibits (Applicable if Checked)

- 1.8.1. ☒ Exhibit I: Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☐ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. ☒ Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☐ Exhibit VI: Software License(s)
- 1.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 1.8.8. ☐ Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations

- 1.9. **"County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.
- 1.10. **"County Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **"County Data"** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.
- 1.12. **"County Network"** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **"Deliverables"** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 1.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.18. **"G2G Marketplace Website"** means an Internet site used by County to provide information to PPBs about businesses providing services to County and agreements used by County and available to PPBs to procure services.

- 1.19. **"Intellectual Property"** means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.21. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.22. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access County's G2G Marketplace Website.
- 1.23. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.24. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.25. **"Purchasing"** means the Purchasing Division of Oakland County.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date. Once the Contract has expired Contractor will no longer be listed in the G2G Marketplace, unless a new Contract is entered into by the Parties.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then

stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 14 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. **CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor's business; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County materially breaches any duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then

the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.
- §5. **SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**
- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract in Exhibit VI, and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click through license terms or any other terms not included in this Contract to access or use any of the Deliverables in this Contract, the terms and conditions of those click through licenses and other terms are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in the Exhibit IX. The amount and

manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.

- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Contractor's performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.
- 5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost; fee; fine; penalty; or other assessment of any kind that is incurred or suffered by Contractor in connection with or resulting from Contractor's performance of this Contract under any circumstances.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss or damage that is caused by or results from Contractor or Contractor Employees, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Contractor. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges, or other property that are not returned by Contractor upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Contractor under this Agreement against any amounts that Contractor owes to County.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. COUNTY'S G2G MARKETPLACE ADMINISTRATION.

- 6.1. **Deliverables and Terms Extended to PPBs.** After a competitive bidding and selection process by County, Contractor was chosen to provide the Deliverables, described more fully in the Exhibit IX, to County. Contractor shall offer the pricing, terms, and conditions in this Contract to a PPB, to enable a PPB to make purchases from Contractor according to the terms herein. Notwithstanding the foregoing, Contractor and a PPB may negotiate customized terms at their own discretion.
- 6.2. **NO COUNTY LIABILITY.** COUNTY SHALL NOT BE A PARTY TO A CONTRACT OR PURCHASE ORDER OF ANY TYPE BETWEEN CONTRACTOR AND A PPB. COUNTY SHALL NOT HAVE ANY LIABILITY, OF ANY SORT, TO CONTRACTOR, A PPB, OR ANY OTHER THIRD PARTY, FOR ANY HARM, DAMAGE, LOSS, OR ACTION THAT MAY ARISE FROM PURCHASES MADE BY ANY PPB PURSUANT TO THE TERMS OF THIS CONTRACT.
- 6.3. **Contractor and PPB Direct Dealing.** PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries. Failure to do so may result in County removing the Contract and Contractor's Information from the G2G Marketplace Website.
- 6.4. **G2G Marketplace Website.** County will provide the following information on its G2G Marketplace website:
- 6.4.1. State that the Contract was the result of a competitive bidding process.
- 6.4.2. Provide Contractor's contact information for inquiries.
- 6.4.3. Acknowledge that the County will receive a benefit from purchases subject to this Contract.
- 6.4.4. Provide a County Liaison to answer questions concerning the expiration date of the Contract, the procedure for purchasing off the Contract, and the competitive bidding process followed by County.
- 6.5. **Contractor Information.** Contractor shall provide the following information to County and shall update the information timely whenever changes occur:
- 6.5.1. Description of Contractor's **Deliverables** relating to those requested in the Request for Proposal will be placed on the G2G Marketplace Website.
- 6.5.2. Every six months Contractor shall provide County with a "Contract Usage Statement" which means the names, Scope of Services selected, quantities purchased, and dollar amount of each agreement signed by a PPB using this Contract. Contractor may provide the dollar amount of an agreement only if a PPB will not permit disclosure of the other items. Failure to

provide the Contract Usage Statement information to County may result in Contractor being removed from the G2G Marketplace website.

- 6.5.3. The names of two representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.

- 6.6. **Administrative Fee.** In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall pay County an administrative fee or other benefit described below in this section (the "Administrative Fee") if Contractor offers the pricing, terms, and/or conditions in this Contract to a PPB. The Administrative Fee will correspond to **one tenth** percent (1%) of the revenue Contractor receives from orders, purchases, and/or contracts it has entered into with PPBs who are receiving goods or services from Contractor based on the pricing, terms, and/or conditions of this Contract. Contractor shall pay the Administrative Fee to the County on a quarterly basis after the Contractor is paid by the PPB. County may provide Contractor with additional instructions regarding the procedure and/or manner of paying the Administrative Fee to County. In addition to and without limiting any other remedies allowed by law or equity, Contractor's failure to timely pay the Administrative Fee may, in County's sole discretion, result in removal of Contractor from the G2G Marketplace website.

§7. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 7.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.

- 7.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 7.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 7.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 7.7. **Contractor Employees.**
- 7.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 7.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 7.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.

- 7.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify, defend, and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 7.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 7.8. **Acknowledgment of Independent Contractor Status.**
- 7.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.

- 7.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 7.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 7.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 7.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 7.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 7.10. **E-Verify.** In accordance with Miscellaneous Resolution No. 09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify

Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

- 7.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 7.13. **Taxes.**
- 7.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 7.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 7.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner. Contractor acknowledges and agrees that time is of the essence for all Deliverables that are services.
- 7.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract. Contractor acknowledges and agrees that time is of the essence for providing all Deliverables that are goods.

- 7.15.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 7.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 7.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.
- §8. **LIABILITY**
- 8.1. **CONTRACTOR INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS, INCURRED BY OR ASSERTED AGAINST THE COUNTY BY ANY PERSON OR ENTITY, WHICH ARE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES. THE COUNTY'S RIGHT TO INDEMNIFICATION IS IN EXCESS AND ABOVE ANY INSURANCE RIGHTS/POLICIES REQUIRED BY THIS CONTRACT.
- 8.2. **NO INDEMNIFICATION FROM THE COUNTY.** CONTRACTOR SHALL HAVE NO RIGHTS AGAINST THE COUNTY FOR INDEMNIFICATION, CONTRIBUTION, SUBROGATION, OR ANY OTHER RIGHT TO BE REIMBURSED BY THE COUNTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN.
- 8.3. **COUNTY LIMITATION OF LIABILITY.**
- 8.3.1. COUNTY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, REMOTE, SPECULATIVE, PUNITIVE, EXEMPLARY, LIQUIDATED, TREBLE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, OPPORTUNITY, USE, REVENUE, DATA, OR GOODWILL, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT, EQUITY, STRICT

LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CONTEMPLATED AND EVEN IF COUNTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 8.3.2. COUNTY SHALL NOT BE LIABLE IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, FOR TOTAL AGGREGATE DAMAGES IN EXCESS OF COUNTY'S PAYMENT OBLIGATIONS TO CONTRACTOR FOR THE DELIVERABLES UNDER THIS CONTRACT.

§9. INSURANCE AND BOND REQUIREMENTS

- 9.1. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.
- 9.2. **Contractor Provided Bonds.** Pursuant to Public Act 213 of 1963, if the Contract Not to Exceed Amount exceeds fifty thousand dollars (\$50,000.00) and the Contract is for the construction, alteration, or repair of any public building or public work or improvement of the County, then the Contractor shall furnish, at its sole cost, a performance bond and a payment bond to the County, which shall become binding upon execution of the Contract. Each bond shall be in an amount fixed by the County, as set forth in Exhibit IX, but in no event shall each bond be less than 25% of the Contract Not to Exceed Amount.

§10. INTELLECTUAL PROPERTY

- 10.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 10.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.

009938

- 10.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 10.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees are likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§11. CONFIDENTIAL INFORMATION

- 11.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt

from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

- 11.2. **County Confidentiality Obligations.** County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the "FOIA") nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.
- §12. **COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 12.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor's own purposes, or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 12.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Office as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.

- 12.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including, but not limited to, personal computers, tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide the Deliverables.
- 12.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current and will provide evidence that the Certification of Compliance is current to County upon request.
- 12.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 12.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §13. **INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 13.1. **County Standards.** If Contractor and Contractor Employees that will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.
- 13.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network and County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.
- 13.3. **Completion of County Security Questionnaire.** Contractor warrants it has completed the County's security questionnaire. Each year, prior to the anniversary date of this Contract, and

upon receipt of the County's security questionnaire, Contractor shall promptly provide the County with the answers to the County's security questionnaire.

§14. GENERAL TERMS AND CONDITIONS

- 14.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 14.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor, or designee.
- 14.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 14.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.
- 14.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of the County's other setoff rights in this Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.

- 14.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 14.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 14.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 14.9. **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.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.
- 14.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.

- 14.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 14.12. **Assignments/Delegations/Subcontracts.**
- 14.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 14.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 14.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 14.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.

- 14.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 14.14. **No Third-Party Beneficiaries.** Except as expressly provided for the benefit of the Parties and the PPBs, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 14.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 2.** Contract Term and Renewal, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, Section 6. County's G2G Marketplace Administration, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Liability, **Section 9.** Insurance and Bond Requirements, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 13.** Information Technology Standards, and **Section 14.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information), and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 14.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Contractor shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.

- 14.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 14.18. **Notices.**
- 14.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.
- 14.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 14.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 14.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 14.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 14.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

- 14.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 14.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 14.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. 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 Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District 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. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 14.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.



PURCHASING

OAKLAND COUNTY EXECUTIVE, DAVID COULTER

Purchasing

248-858-0511 | purchasing@oakgov.com

EXHIBIT I

INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Contractor must comply with the following:

1. ☒ Be a Fully Insured or State approved self-insurer;
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form; or
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and

009938

Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages. The following supplemental coverages are required if selected (checked):

1. ☐ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor provides professional services that the County relies upon.
2. ☐ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
3. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or provided by Contractor.
5. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when storage, transportation and/or cleanup & debris removal of pollutants are part of the services utilized.
6. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when medically related services are provided.
7. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when County owned vehicles and/or equipment are stored and/or serviced at the Contractors facilities.
8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;

009938

2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the "County of Oakland" and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policy has higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide thirty (30) days' written notice of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

BUSINESS ASSOCIATE AGREEMENT

(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the County ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. **DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** "Business Associate" means the Contractor.
- 1.2 **CFR.** "CFR" means the Code of Federal Regulations.
- 1.3 **Contract.** "Contract" means the document with the Purchasing Contract Number.
- 1.4 **Contractor.** "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.
- 1.5 **Covered Entity.** "Covered Entity" means the County of Oakland as defined in the Contract.
- 1.6 **Designated Record Set.** "Designated Record Set" is defined in 45 CFR 164.501.
- 1.7 **Electronic Health Record.** "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.8 **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- 1.9 **HITECH Amendment.** "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
- 1.10 **Individual.** "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
- 1.11 **Privacy Rule.** "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.12 **Protected Health Information.** "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.13 **Required By Law.** "Required By Law" is defined in 45 CFR 164.103.

- 1.14 **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** "Security Incident" is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** "Security Rule" means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; (f) Business Associate shall conduct a security risk analysis; and (g) Business Associate shall provide documentation upon request in relation to performance under this section.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.
- 2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, "discovery" means the first day on which the

breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

- 2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.
- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.



- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.
- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.
- §3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.** Business Associate may use and disclose PHI as set forth in this Section.
- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the

009938

disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

- 3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. OBLIGATIONS OF COVERED ENTITY.

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.
- 4.4 Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.
- 4.5 The Parties acknowledge that Covered Entity owns and controls its data.
- 4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

§5. EFFECT OF TERMINATION.

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall

009938

apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6 MISCELLANEOUS.

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.
- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT III

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII

(Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII (Personally Identifiable Information)** means information that can be used to identify an individual, either alone or when combined with other personal or identifying information. PII includes, but is not limited to, a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or

Contractor Employees. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT IV

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA

(Criminal Justice Information Security)

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

EXHIBIT V

FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit V sets forth additional provisions for all federally funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

1. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
- 1.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 1.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
2. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County's financial obligation under this Contract.
3. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
 - 3.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- 3.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");
- 3.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- 3.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- 3.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- 3.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- 3.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
- 3.8 The requirements of 2 CFR 200.323 (Procurement of recovered materials), including, but not limited to, section 6002 of the Solid Waste Disposal Act, as amended, and 40 CFR Part 247.
- 3.9 The requirements of 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).
- 3.10 The requirements of 2 CFR 200.322 (Domestic preferences for procurements).
- 3.11 The requirements and obligations imposed on contractors in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).
4. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
5. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
 - 5.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 5.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 5.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 5.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

009938

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 5.8 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States



PURCHASING

OAKLAND COUNTY EXECUTIVE, DAVID COULTER

Purchasing

248-858-0511 | purchasing@oakgov.com

EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by the County.

The Mark may be used on: (Applicable if Checked):

- ☒ Printed materials
- ☒ Electronic materials
- ☒ Contractor's website: [insert website address]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

009938



PURCHASING

OAKLAND COUNTY EXECUTIVE, DAVID COULTER

Purchasing

248-858-0511 | purchasing@oakgov.com

OAKLAND COUNTY SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN LOGO BRAND STANDARDS

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, only one style of logo may be used per publication. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.



BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS 347
CMYK 84,15,78,2
RGB 0,154,103
HEX #009A86

PMS Black C
CMYK 0,0,0,100
RGB 0,0,0
HEX #000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

Destination Oakland Blue
Pantone 2865 C / CMYK 42,25,62 / RGB 0,104,200

OAKLAND
COUNTY PARKS

Prosper Orange
Pantone 151 C / CMYK 85,54,27,0 / RGB 255,102,0

PROSPER
THE POWER OF PROGRESS

WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8984 | tremblep@oakgov.com



Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

009938

G2G MARKET PLACE SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

G2G MARKET PLACE

Standard Logo

The G2G Market Place logo appears to the right. It is the primary element of the G2G Market Place visual identity and must appear on all official documentation or sign involving G2G Market Place.



LOGO USAGE

A prescribed amount of space around the logo should be maintained at all times. The space should be equal to or greater than the width of 1/4".



MINIMUM LOGO SIZE



Minimum logo width 3 inches and height is 1 inch.

COLORS

CMYK 82.5.97.0
RGB 0.169.80
HEX #00a950

CMYK 0.0.0.100
RGB 0.0.0
HEX #000000

COLOR VARIATIONS

For 1-color print jobs, or when design dictates the logo may be used in all black or all white.



LOGO VARIATIONS

Below are alternate "stacked" logo options. They are shown in full color, all black, and all white versions.



Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that I am an employee or subcontractor of

(Name of Contractor's Company): _____

(hereinafter "Company") under Contract #: _____, and

- At all times during my assignment to Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

(Contractor or Contractor Employee must provide a copy of completed form to the Purchasing Division –at Purchasing@oakgov.com to receive a County Identification badge.)

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

Summary:

The Construction Manager will be responsible exclusively to Oakland County and act in Oakland County's best interests at every stage of each project. The Construction Manager will be expected to offer advice, uncolored by any conflicting interest, on matters such as:

Coordination and implementation of project-specific scope of work

- Coordination and implementation per project-specific schedule
- Optimum use of project-specific available funds
- Optimum use of design consultants, engineering consultants, and CM firms' skills and talents
- Avoidance of delays, changes and disputes
- Enhancing project design and construction quality

Annual Contract - General Scope Requirements and Standards:

Scope of services may include, but are not limited to, the following:

Pre-Construction Phase

- Provide estimate of proposed project Construction Manager
- Initiate programming meetings (project team meetings with Oakland County, A/E and consultants) to develop construction solutions to solve current needs or problems
- Identify parameters required for the A/E to prepare schematic design drawings sufficient for scope development and estimating purposes
- Prepare project budgets and preliminary construction schedules during pre-design
- Reevaluate and update budgets and schedules at each design phase, compare against OC budgets and schedules, and provide input as required to align the design cost and timing accordingly
- Monitor the design process, assist with the formal review of project construction documents, identify all value engineering opportunities
- Develop and prepare project bid packages
- Coordinate construction documents for appropriate AHJ review and required permits
- Coordinate meetings with AHJ, Oakland County, and A/E as needed
- Advertise, solicit, recruit bidders, and manage the bid process
- Promote and conduct pre-bid project meetings and walk-throughs
 - Subcontracting The Construction Manager is required to schedule and conduct at least one overall Pre-Solicitation Conference for subcontractors in cooperation with Oakland County Procurement representatives. This conference will be publicly advertised to communicate to any interested minority owned, women-owned, veteran-owned, or other disadvantaged businesses, the scope, qualifications and general bidding requirements of each discipline. The intent of this meeting is to provide any attending company the fair opportunity to know and understand the

bidding requirements to submit and gain awards through responsible, competitive bidding practices. Note that such meetings may be in person, via electronic means, such as Zoom or a combination of methods, so that current governmental limitations on gatherings are met.

- Conduct formal bid opening. Identify apparent lowest qualified bidder, evaluate all construction bids and recommend construction contract awards
- Initiate and hold all construction contracts
- Review and facilitate review of all contractor submittals with appropriate members of the project team, including Oakland County, and A/E as appropriate

Construction Phase

- Schedule and coordinate all contractor work
- Conduct all necessary construction progress meetings and distribute records
- Closely monitor construction costs against design estimates and Oakland County's budget
- Recognize and manage the campus' sensitivity to quality, communication, uninterrupted on-going operations, safety, security, and environmental issues
- Monitor construction progress
- Review, approve, and submit all contractor invoices for payment with the monthly application and certificate for payment
- Ensure all permits are secured/posted, schedule inspections, and address all issues related to regulatory processes and requirements
- Properly prepare, document, and obtain necessary authorizations for change orders
- Develop, maintain, and distribute master project schedules, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules
- Assist in the coordination of Oakland County's and Construction Manager's third party contractors and vendors as required
- Coordinate timing, delivery, and installation of Oakland County provided equipment, furnishings, etc.
- Coordinate surveyors, special consultants, and testing lab services identified by Oakland County as required
- Prepare and distribute project status reports at intervals established in the preconstruction meeting
- Provide project accounting services, coordinating with applicable Oakland County Departments/Offices.

Project Close-out (Provide Electronic Files, and (2) Sets of Hard Copies for all Project Documents)

- Coordinate with Oakland County representatives regarding the completion of final punch list and project closeout requirements
- Administer post-construction close-out and warranty collection, training, start-up, and transition to Oakland County in a timely manner
- Develop and deliver warranty log. Summarized log shall identify product, firm information, warranty start and stop dates, and any special warranty period, i.e., roofs, compressors, etc.
- Coordinate attic stock for turnover to Oakland County
- Compile and deliver to Oakland County project close-out manual to include record submittals, cut sheets, maintenance and training schedules, and other information as required
- Coordinate receipt of Certificate of Occupancy

- Provide Oakland County all As-built drawings indicating actual locations of work elements which vary from design documents

Additional Services (per following CM Services Hourly Rates)

- Cost estimating
- Preliminary scheduling
- Provide preliminary CM fee for proposed projects
- Manage and oversee performance testing, assessment, and upgrades
- Building evaluations, feasibility studies, spreadsheets, and reports
- Installation inspection and coordination
- Trouble Shooting

Implementation

The Construction Manager will work directly with applicable Oakland County Departments/Offices who will represent Oakland County for this contract as appropriate.

Services Responsibilities

The selected Construction Manager firms will be required to assume responsibility for all services offered in the submittal whether or not the Construction Manager firm directly produces them. Further, Oakland County will consider the selected Construction Manager firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Invoicing and Payment:

- Construction Managers to provide clean invoicing with Labor Hours and Material Pricing, as related to project(s) proposals, project specific requirements, and contract bid requirements.
- Quoted prices include all materials, supplies, and means of work.
- No minimum orders unless specifically stated and coordinated with Oakland County staff.

Hours of Work and Work Schedules:

Construction Managers, sub-contractors, and sub-consultants representing said Construction Manager, to coordinate work hours, work/installation schedules, and task related coordination with Oakland County staff, and related Oakland County annual consultants & contractors. Work hours after 5pm, weekend, and holiday hours may be required.

Project Specific – Bid General Scope Summary:

Selected and approved annual Construction Managers will be required to review individual project-specific bid requirements, consultant documents, and provide a Lump Sum not to exceed. Individual project-specific bid responses will be solicited by Oakland County Compliance Purchasing for review and award per bid requirements. Individual project-specific bid responses shall include a clear description of the work to be included, any potential required work to be excluded from project-specific bid response, as well as the materials and equipment to be used. Construction Managers shall provide all labor, materials, incidentals and means to complete quoted work as defined by related project-specific bid requirements and consultant documents and as coordinated with authorized Oakland County staff.

Items Not Included in Project Specific Bid

The project specific bid should identify a list of "not included" project related line items; those project related line items that the Construction Manager believes are not clearly identified in the bid, thus are not included in their response proposal but might typically be assumed by Oakland County to be included in a contract of this nature. The submittal should also include a list of those services that the firm believes should be made a part of the project specific contract requirements but were not requested by Oakland County. In the latter case, the Contract Manager would provide a separate proposed fee for those services and materials if appropriate. Any exceptions taken to the individual project specific bid requirements should also be specifically listed.

Additional requirements:

- No self-performed work will be allowed without notification and approval from Oakland County authorized staff.
- All sub-trade bidding to Construction Manager Oakland County subsidiary is to be approved by Oakland County.
- Construction Manager shall follow Oakland County bidding policies and procedures. Policies and Procedures Manual: https://www.oakgov.com/purchasing/Pages/info_pub.aspx
- Comprehensive knowledge of local codes and standards, utility systems and operations.
- Deliverables and services in compliance with federal, state, local, and ADA codes.
- Field verify existing building / site conditions, and all related building / site documents prior to the start of any project.
- Must comply with all Oakland County security requirements and protocols.
- Must agree to consent to security checks, per Oakland County standard security requirements.
- Complete background checks required for all employees, sub-contractor employees, and consultant employees, working within Oakland Buildings and grounds.

Project Specific – Fee Proposal

Professional fee for Construction Manager Services – project specific proposals shall include all professional fees required to perform construction management services.

Fee Schedule attached Exhibit A

EXHIBIT A: RATES AND FEES

CONSTRUCTION MANAGEMENT SERVICES

Description	Included in CM Fee	General Conditions	Direct Oakland County Cost	Hourly Rates
Project Superintendent(s)		X		\$ 95
Asst. Superintendent(s)		X		\$ 75
Field Engineer		X		\$ 70
Project Director		X		\$ 140
Project Manager/Project Management		X		\$ 95
Project Engineer		X		\$ 70
Project Coordinator		X		\$ 140
Laborer		X		\$ 75
Scheduling		X		\$ 125
Estimating / Value Engineering		X		\$ 125
Purchasing		X		\$ 65
Accounting (Billing)		X		\$ 65
Secretarial / Clerical		X		\$ 65
Corporate Executives	X			Not Req'd
Project Executive	X			Not Req'd
Principal in Charge	X			Not Req'd
Safety Officer	X			Not Req'd
Systems Development	X			Not Req'd
Travel / Transportation	X			Not Req'd
Reproduction & Printing			X	Not Req'd

Rates and Fees (COMPLETE ATTACHMENT S)

Indicate the overall fee for Construction Manager pre-construction services as a percentage of estimated construction budget as coordinated by Oakland County staff Pre-Construction Fee: Percentage of lump sum total

Indicate the overall fee for Construction Management services as a percentage of construction costs

Under \$750,000.00	3.9%
\$750,001.00 to \$2,000,000.00	3.3%
\$2,000,001.00 to \$5,000,000.00	3.1%
Over \$5,000,001.00	2.8%

Description	Included in CM Fee	General Conditions	Direct Oakland County Cost	Cost / Rates
Temporary Utilities			X	Not Req'd
Temporary Utilities Operation Charges / Expenses			X	Not Req'd
Temporary HVAC			X	Not Req'd
Temporary HVAC Operation Charges / Expenses			X	Not Req'd
Temporary Toilet / Sewer Svc.			X	Not Req'd
Temporary Toilet / Sewer Svc. Operation Charges / Expenses			X	Not Req'd
Miscellaneous Equipment			X	Not Req'd
Opening Protection			X	Not Req'd
Weather Enclosures			X	Not Req'd
Project Signs / Bulletin Boards			X	Not Req'd
Controls Signs			X	Not Req'd
Temporary Fencing			X	Not Req'd
Erosion Control / Silt Fencing			X	Not Req'd
Walkways			X	Not Req'd
Site Barricades			X	Not Req'd
Material Handling / Shipping			X	Not Req'd
Debris Hauling/Removal			X	Not Req'd
Temporary Roads Installation			X	Not Req'd
Roadway Maintenance			X	Not Req'd
Dust Control			X	Not Req'd
Construction Trailer – Small		X		\$ 475/month
Construction Trailer – Medium		X		\$ 575/month
Construction Trailer – Large		X		\$675/month
Temporary Storage		X		\$ 250/month
Telephone Expenses		X		\$ 150/month
Weekly Clean Up		X		\$ 3,000
Final Clean Up		X		\$ 75/hr
Dumpster (40 YD)		X		\$ 485 per

INSURANCE, BONDS, PERMITS, & SPECIAL FEES

TOC

A

B

C

D

E

F

G

H

I

J

K

L

M

N

O

P

Q

R

S

EXHIBIT A: RATES AND FEES

Description	Included in CM Fee	General Conditions	Direct Oakland County Cost	(%) of Construction Cost
General Liability				% .5
Completed Operator Liability				% 0.0
Excess Liability Coverage				% 0.06
Performance / Payment Bond				% 1.1
Builders Risk Insurance			X	
Street / Property Bonds			X	
Permits			X	

TOC

A

B

C

D

E

F

G

H

I

J

K

L

M

N

O

P

Q

R

S



FRANK REWOLD & SONS INC.

Construction Manager | General Contractor | Property Manager

303 E. Third Street | Suite 300 | Rochester, MI 48307 | 248.651.7242 | frankrewold.com

@frankrewoldsons

EXPLORE OUR SOCIALS



CITY OF OAK PARK, MI STAFF REPORT

10.B

AGENDA FOR: November 18, 2024

SUBJECT: Request authorization to waive the bidding process for the emergency purchase / demolition of 13200 Oak Park Blvd. and award the Demolition of 13200 Oak Park Blvd. to Blue Star Demolition of Warren, MI

DEPARTMENT: Municipal Services

FROM: Daniel Fairless, Deputy Director of Municipal Services

SUMMARY: The Municipal Services Department requests to waive the competitive bidding process for the emergency purchase / demolition of the structure at 13200 Oak Park Blvd. On July 10, 2024 the City and the property owner entered into a consent judgement for property maintenance and demolition of the structure which was to be completed no later than October 31, 2024. Part of that Consent Judgement authorizes the city to demolish the blighted structure after the agreed upon October 31, 2024 deadline. Due to the property owner's failure to comply with the Consent Judgement, the Municipal Services Department requested bids for demolition. The city received four bids, with Blue Star Demolition, of Warren, MI being the lowest qualified bidder at \$118,900.00. The Municipal Services Department recommends awarding the bid to Blue Star Demolition. The city has contracted with Blue Star Demolition in the past for similar projects with positive results.

FINANCIAL STATEMENT: Blue Star Demolition will be paid from funds available in account #101-16.371-818.017 (Contractual Services-Board ups), however a Budget Amendment in that amount will be required to complete this project. The city is currently holding \$71,594.38 in previous project fees, per the Consent Judgement, these funds can be used to offset the demolition costs. All costs above and beyond this amount will be assessed to the property per the Consent Judgement.

RECOMMENDED ACTION: The Municipal Services Department recommends City Council waive the competitive bidding process for the emergency purchase / demolition and to award the demolition project at 13200 Oak Park Blvd. to Blue Star Demolition, of Warren, MI for the total cost of \$118,900.00. It is further recommended that City Council approve a budget amendment from the General Fund - Fund Balance to account #101-16.371-818.017 (Contractual Services-Board ups) in the same amount.

EXHIBITS:

1. Demolition BIDTAB
2. Blue Star with Alternates-November 2024
3. Consent Judgment (signed)

BID TABULATION

13200 Oak Park Blvd., Oak Park, MI 48237

DEMOLITION

Page 1 of 1

		Blue Star, Inc. 21950 Hoover Warren, MI 48089	Adamo Group, Inc. 320 E. Seven Mile Rd. Detroit, MI 48203	Direct Construction Services, LLC 5741 Roosevelt St. Detroit, MI 48208	Comet Services LLC 5291 Oak Hill Trail Commerce, MI 48382
Item	Item Description	Price Per Service	Price Per Service	Price Per Service	Price Per Service
1	Demolition of old rectory building including: Asbestos survey. Removal and disposal of all footings, foundation and debris. Removal and disposal of all existing driveway/parking surfaces. Backfill, grade and site restoration. Also refer to provided bid.	\$118,900	\$134,350.00	\$142,500.00	\$249,585.00

BLUE STAR, INC.
21950 Hoover
WARREN, MI 48089
PHONE: (586) 427-9933 FAX: (586) 427-9934
estimating@bluestardemo.com
BID PROPOSAL
REVISED

City of Oak Park
14300 Oak Park Blvd.
Oak Park MI 48237
Attn: Daniel Fairless

Email: jwren@oakparkmi.gov

ESTIMATE NO: 67316-R2 PHONE: 248-691-7450 Fax/Email: dfairless@oakparkmi.gov DATE: November 4, 2024

PROJECT: 13200 Oak Park Blvd. – Oak Park, MI

We are pleased to submit the following price for the demolition work you requested. We propose to furnish the necessary labor and equipment to accomplish the following:

SCOPE OF WORK:

1. BLUE STAR TO SUBMIT STATE REQUIRED 10 WORKING DAY NOTICE
2. BLUE STAR TO ACQUIRE NECESSARY DEMOLITION PERMIT
3. **RAZE EXISTING BUILDING (S) 1 Story brick structure with basement, concrete service walks, asphalt parking lot, backfill basement and voids with dirt to meet surrounding area, seed and mulch disturbed areas as required.**
4. BREAK AND REMOVE ALL BASEMENTS (IF APPLICABLE), FOOTINGS, FOUNDATIONS AND SLAB ON GRADE OF BUILDING (S) BEING DEMOLISHED
5. REMOVE AND DISPOSE OF ALL DEBRIS OFF SITE IN A LEGAL MANNER.
6. SCHEDULING TO BE COORDINATED WITH OWNER

QUALIFICATIONS

1. OWNER / GENERAL CONTRACTOR TO SUPPLY NECESSARY UTILITY AND PHONE DISCONNECTS INCLUDING EVACUATING ALL FLUIDS AND HAZMATS (IF APPLICABLE) PRIOR TO DEMOLITION
2. OWNER IS RESPONSIBLE FOR ABATEMENT SURVEY CONDUCTED BY A LICENSED ABATEMENT CONTRACTOR A COPY OF SURVEY MUST BE SUBMITTED TO BLUE STAR WITHIN 14 CALENDAR DAYS PRIOR TO DEMOLITION START DATE
3. OWNER TO REMOVE 90% OF UNATTACHED INTERIOR CONTENTS
4. **BOND BY OTHERS (IF REQUIRED)**
5. BLUE STAR TO CAP SEWER DURING DEMOLITION-IF IN COMPLIANCE WITH CITY CODE, IF REQUIRED TO BE CAPPED PRIOR BY CITY OR TOWNSHIP LOCATED IN, SEE ALTERNATES BELOW.
6. FOOTINGS ARE ASSUMED TO BE 16" X 42" DEEP. PIER FOOTINGS ARE ASSUMED TO BE 6' X 6' X 3'. ANY SUBSTANTIAL VARIATIONS WILL NEED TO BE ADDRESSED THROUGH A CHANGE ORDER (IF APPLICABLE)
7. IN THE EVENT THAT SUSPECT ASBESTOS IS ENCOUNTERED, BY STATE LAW, WE ARE REQUIRED TO STOP WORK IMMEDIATELY UNTIL TESTING IS DONE AND ASBESTOS IS REMOVED.
8. ALL DEMOLITION ACTIVITIES ARE RESTRICTED TO THE SUBJECT PROPERTY AND DO NOT INCLUDE: ALLEY WAYS, PUBLIC SIDEWALKS OR STREET R.O.W.'S
9. ALL ALTERNATES TO BE PERFORMED AT TIME OF BUILDING DEMOLITION.
10. FLOOR SLABS ASSUMED TO BE 6" OR LESS.
11. **PROPOSAL BASED ON CURRENT SCRAP MARKET VALUE, AND CONDITION OF BUILDING AS PER WALK THROUGH/SITE VISIT (SALVAGE / SCRAP RIGHTS TO BECOME PROPERTY OF BLUE STAR INC.)**
12. PROPOSAL VALID FOR 45 DAYS.
13. ASPHALT ASSUMED 4" OR LESS, NO BASE REMOVAL
14. **COMPLETION OF BACKFILL/SEED/MULCH IS DELAYED DUE TO WINTER/WEATHER/OTHER, COMPLETED WORK WILL BE INVOICED AND SUBJECT TO ORIGINAL PAYMENT TERMS. BALANCE OF WORK WILL BE INVOICED AFTER COMPLETION.**
15. **PAYMENT TERMS NET 30 DAYS**
16. **Blue Star to supply and install orange snow fence around the structure during demolition activities**
17. **This project may be subject to fuel surcharges, additional cost (if any) to be determined at job start**

ITEMS EXCLUDED OR BY OTHERS

1. ASBESTOS, HAZARDOUS OR CONTAMINATED MATERIAL HANDLING/REMOVAL
2. ASBESTOS SURVEY (REQUIRED TO SUBMIT NOTIFICATION TO STATE)
3. DUST, WEATHER OR SECURITY PROTECTION
4. TREE, BRUSH OR SHRUB REMOVAL
5. UNIT EVACUATION – IF APPLICABLE (A/C FREON RECOVERY)
6. UNDERGROUND DEMOLITION, EXCEPT FOR REMOVAL OF BASEMENT (IF APPLICABLE) FOUNDATIONS AND FOOTINGS RELATED TO BUILDING STRUCTURES BEING DEMOLISHED
7. LAYOUT
8. TEMPORARY BARRICADES / FENCING
9. PHASING/SHORING/SALVAGE/PINNING
10. LAWN COVER AND GREENBELT REMOVAL OR RESTORATION
11. **RESPONSIBILITY FOR ANY DAMAGE TO EXISTING SIDEWALKS / DRIVEWAYS NEEDED FOR ACCESS, (IF BROKEN, MUST BE REPLACED BY OWNER WITHIN 45 DAYS OF DEMOLITION COMPLETION)**
12. WINTER CONDITIONS
13. BLUE STAR NOT RESPONSIBLE FOR ANY ITEMS IN OR BENEATH EXISTING CONCRETE
14. SOIL EROSION MEASURES
15. **Permit fees are waived.**

TOTAL BASE PRICE FOR THE ABOVE WORK: \$115,400.00 (One Hundred Fifteen Thousand Four Hundred and 00/100 Dollars)

"Final Contract Price equals the Base Price plus the sum of all agreed upon Alternates and is payable 50% down upon execution of the Bid Proposal and the balance due "Net 30 days" upon receipt of Final Invoice. Interest at 1.5 % per month shall apply on all late or unpaid balances."

ALTERNATES BELOW NOT INCLUDED IN BASE BID PRICING ABOVE:

- | | |
|--|---|
| 1. Remobilization fee's if required | ADD: \$1,400.00 Per Mobilization |
| 2. Remove and dispose (±) 70 L/F concrete foundation west of building, backfill void with dirt to meet surrounding areas | ADD: \$1,900.00 |
| 3. Asbestos inspection as required by MIOSHA, includes up to 50 samples / layers as identified by laboratory analysis. Additional samples / layers would be invoiced to customer at \$20.00 Per sample / layer at a standard 5- day turnaround time | ADD: \$1,600.00 |

Thank you for the opportunity to quote this project. We hope to be of service to you in the near future.

Sincerely,
Scott Krall
President
skrall@bluestardemo.com
st

***If accepted, please have an authorized agent / property owner sign this proposal indicating the acceptance of the work to be completed and the cost for said project. Please then return a copy to Blue Star, Inc. so that we may proceed with this project. Thank You.**

ACCEPTED BY:

Signature & Title

Date

Printed Name & Title

STATE OF MICHIGAN

IN THE OAKLAND COUNTY CIRCUIT COURT

THE CITY OF OAK PARK, a
Michigan Municipal Corporation,

Case No. 2023-203614-CZ

Plaintiff,

Hon. Nanci J. Grant

v

OAK PARK INVESTMENT GROUP LLC,
a Michigan limited liability company, and
THE CHALDEAN CATHOLIC CHURCH OF
THE UNITED STATES OF AMERICA, a
domestic nonprofit corporation,

CONSENT JUDGMENT

Defendants.

GARAN LUCOW MILLER, P.C.
Ebony Duff (P65431)
Courtney A. Krause (P70581)
Attorney for Plaintiff
1155 Brewery Park Blvd. Ste 200
Detroit MI 48103
(313) 446-5522
ckrause@garanlucow.com

CRAIG S. ROMANZI, PC
Craig S. Romanzi (P45549)
Attorney for Def. Oak Park Investment
PO Box 80430
Rochester MI 48308
(313) 960-4600/ (313) 960-4500 (fax)
craigromanzi@gmail.com

KASSAB LAW GROUP, P.C.
Burt S. Kassab (P41272)
Scott L. Yono (P86465)
Attorneys for Defendant THE
CHALDEAN CATHOLIC
CHURCH OF THE UNITED
STATES OF AMERICA
31000 Northwestern Hwy., Suite 100
Farmington Hills, MI 48334
(248) 215-2200
bkassab@k2lawyers.com
syono@k2lawyers.com

CONSENT JUDGEMENT

At a session of said Court held in the
City of Pontiac, County of Oakland, State of Michigan,

ON 7/10/2024

PRESENT: Nanci J. Grant
CIRCUIT COURT JUDGE

This matter is now before the Court upon agreement of the parties that have appeared in this action, and the Court being otherwise fully advised that the appearing parties have reached a resolution that will govern the parties' rights and obligations moving forward;

IT IS HEREBY ORDERED that the property commonly known 13200 Oak Park Blvd., Oak Park, Michigan, and legally described below is declared to be a public nuisance.

Part of the Southwest 1/4 of Section 29, Town 1 North, Range 11 East, Royal Oak Township (City of Oak Park), Oakland County, Michigan, commencing at the intersection of the East right-of-way line of Coolidge Highway (120 feet wide) and the South line of Northfield Boulevard Subdivision (Liber 35, Page 19); thence along the East right-of-way line of Coolidge Highway (120 feet wide) South 00 degrees 03 minutes 01 seconds East 387.36 feet to a point on the North right-of-way line of Oak Park Boulevard (80 feet wide); thence along said North right-of-way line of Oak Park Boulevard North 89 degrees 56 minutes 39 seconds East 792.58 feet to the point of beginning; thence North 00 degrees 21 minutes 16 seconds West 393.72 feet to the Southerly line of Northfield Boulevard Subdivision (Liber 35, Page 29); thence along said Southerly line North 89 degrees 29 minutes 00 seconds East 479.69 feet to a point on the West line of Vincent Park Subdivision (Liber 31, Page 49); thence along said West line South 00 degrees 21 minutes 16 seconds East 397.58 feet to a point on the North right-of-way line of Oak Park Boulevard (80 feet wide); thence along said right-of-way line of Oak Park Boulevard (80 feet wide) South 89 degrees 56 minutes 39 seconds West 479.69 feet.

IT IS FURTHER ORDERED that the public nuisance shall be abated as follows:

1. No later than October 1, 2024, Defendant Oak Park Investment Group LLC shall obtain the appropriate permit and begin demolition of the structure at 13200 Oak Park Blvd. in Oak Park, Michigan (the "Property") at Oak Park Investment Group LLC's sole expense, including removal of all debris from the demolition. Demolition shall be completed no later than October 31, 2024, including removal of all footings.
2. Within 14 days following completion of demolition, Oak Park Investment Group LLC shall re-grade and fill the Property as necessary to eliminate all standing water and ensure proper drainage at Oak Park Investment Group LLC's sole expense.

3. Until the structure is demolished, Oak Park Investment Group shall conduct in-person security checks at the property a minimum of five (5) times per week to ensure that all doors and windows are secure. Any boarding of windows or doors and in-person security checks shall be at the sole expense of Oak Park Investment Group LLC.

4. Within 14 days following the entry of this order, Oak Park Investment Group LLC shall remove and properly dispose of all temporary fencing at the Property at Oak Park Investment Group LLC's sole expense.

5. Upon entry of this order, Oak Park Investment Group LLC shall retain a landscaping company to cut the grass and weeds at the Property a minimum of once every seven (7) day period at Oak Park Investment Group LLC's sole expense. Oak Park Investment Group LLC shall provide the City of Oak Park with a copy of the professional landscaping contract

6. Upon entry of this order, Oak Park Investment Group LLC shall issue payment to the City of Oak Park for \$5,133.28 for the following: (a) \$4,178.00 fee to the Municipal Services Department for the additional 50 hours of work incurred by City Code officers and employees to respond to and address issues at the Property; (b) \$394.28 reimbursement for amount paid by the City to Belfor Property Restoration for boarding of rear door on June 5, 2024; (c) \$75.06 for trash and debris; and (d) \$485.94 for cutting of grass/weeds on 5/21/2024. If these amounts are not paid by Oak Park Investment Group LLC, the City of Oak Park may deduct \$5,133.28 from any refund of building and permit fees Oak Park Investment Group LLC may be entitled to pursuant to the terms of this order;

7. IT IS FURTHER ORDERED, that in the event Oak Park Investment Group LLC does not pay the \$5,133.28 to the City of Oak Park as set forth in the above paragraph, Oak Park Investment

Group LLC will be entitled to a refund in the maximum amount of \$66,461.10, within 14 days of fulfillment of Oak Park Investment Group LLC's obligations under this Consent Judgment.

IT IS FURTHER ORDERED that if Oak Park Investment Group LLC fully abates the public nuisance at the Property and demolishes the structure pursuant to the terms of this Order, the City of Oak Park shall refund the following fees to Oak Park Investment Group LLC, subject to any deductions for costs incurred by the City to address any property management issues following entry of this order including, but not limited to, securing of the doors and windows of the building and mowing of grass and weeds:

Building permit (50%)	\$29,715.00
Inspection Fees	\$20,559.38
Sewer tap	\$13,320.00
Water tap	\$8,000.00
TOTAL:	\$71,594.38

IT IS FURTHER ORDERED that if Oak Park Investment Group LLC fails to comply with the terms of this Order for demolition of the structure, the City of Oak Park shall be under no obligation to refund the fees set forth above.

IT IS FURTHER ORDERED that if Oak Park Investment Group LLC fails to comply with the terms of this order, including completion of demolition on or before October 31, 2024, the City of Oak Park may enter and inspect all interior and exterior elements of the Property and proceed with the demolition of the structure, including removal of all contents and debris, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate in accordance with section 110.3 of the International

Property Maintenance Code (2015). The City of Oak Park shall apply any building and permit fees that would have otherwise been refunded to Oak Park Investment Group LLC towards the cost of demolition. The City of Oak Park is further authorized to obtain wrecking clearances from DTE, Consumers and any other utility service provider that may be needed prior to demolition of the Property;

IT IS FURTHER ORDERED that the Property shall not be occupied by any individual or entity, with the Court finding that the structure on the Property is uninhabitable and constitutes a danger to the health and safety of members of the public.

IT IS FURTHER ORDERED that Plaintiff may record a copy of this Consent Judgment with the Oakland County Register of Deeds.

IT IS SO ORDERED.

This is a final order and closes the case.

SEAL OF THE CIRCUIT COURT
OF OAKLAND COUNTY, MICHIGAN
/s/ Nanci J. Grant
July 10, 2024

Honorable Nanci J. Grant SL
Oakland County Circuit Court Judge

Dated: 7/10/2024

Stipulated to and approved for entry by:

/s/Courtney A. Krause
Courtney A. Krause (P70581)
City Attorney, City of Oak Park
Garan Lucow Miller, P.C.

Dated: 7/9/2024

/s/ Craig S. Romanzi
Craig S. Romanzi (P45549)
Craig S. Romanzi, P.C.
Attorney for Def. Oak Park Investment LLC

Dated: 7/9/2024

/s/Scott L. Yono
Scott L. Yono (P86465)
Kassab Law Group, P.C.
Attorney for Def. The Chaldean Catholic
of the United States of America

Dated: July 9, 2024

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL

PRIVILEGED ATTORNEY – CLIENT COMMUNICATION

November 5, 2024

Erik Tungate, City Manager
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

Subject: City of Oak Park/Legal Representation

Dear Mr. Tungate:

It has been the pleasure of our firm to serve as Labor Attorney for the City of Oak Park since 2007. As Labor Attorney, we provide general counsel and labor and support services to the city. Our firm has maintained the same rate of services since a reduction in 2012.

It is our request that the city consider an increase of our annual retainer in the amount of \$8,000 commencing on January 1, 2025. This would obligate an additional \$4,000 to the city for the current fiscal year and the full \$8,000 for the forthcoming fiscal year.

This request is predicated upon our continued commitment to the City of Oak Park and in recognition of our increased costs of providing services like all other vendors and service providers.

It is our sincere hope that the City Council will accept this requested increase.

Thank you for your consideration of this request. It is our great pleasure to continue to represent the City of Oak Park for many years to come.

Very truly yours,

SHIFMAN FOURNIER

Brandon Fournier



CITY OF OAK PARK, MI STAFF REPORT

12.A.1

AGENDA FOR: November 18, 2024

SUBJECT: Oakland County/MSU Federal Credit Union Tech Grant Presentation

DEPARTMENT: Economic and Community Development

FROM: Michelle Bishop, Manager of Authorities

SUMMARY: Local Oak Park entrepreneur, Junae Watt of Gift Me Chocolate, is being awarded a \$1,000 Main Street Connected Grant from MSU Federal Credit Union and Main Street Oakland County. The grant will be used to purchase a new point-of-sale system to enhance her business operations. The award will be presented by representatives from MSU Federal Credit Union and Main Street Oakland County.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: N/A

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

12.A.2

AGENDA FOR: November 18, 2024

SUBJECT: Request to appoint Tom Novik to the Corridor Improvement Authority.

DEPARTMENT: Economic and Community Development

FROM: Michelle Bishop, Manager of Authorities

SUMMARY: CIA Board member Kevin DeVergilio, with RealTeam Real Estate, had to resign from the board which he was appointed to and expires August 2026. He recommended Tom Novik, who also works at RealTeam Real Estate, as his replacement. Tom is an Oak Park resident and is very involved in the community. He has volunteered with Parks & Recreation for several years and is very interested in getting more involved with the marketing and planning for our CIA district. The Mayor has given her approval as well as the rest of the CIA board.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council appoint Tom Novik to the Oak Park Corridor Improvement Authority Board to serve the remainder of the term for Kevin DeVergilio which expires in August 2026.

EXHIBITS:

1. Tom Novik Application



CITY OF OAK PARK

BOARDS & COMMISSIONS APPLICATION

Please complete, sign and date application form and return to:

City Clerk's Office

Attn: Boards & Commissions

14000 Oak Park Boulevard

Oak Park, MI 48237-2082

Fax: (248) 691-7167 Office: (248) 691-7544

Email: cbrown@ci.oak-park.mi.us

Review the list of Boards and Commissions below and determine your top 3 choices (confirm your preferences by placing a "1", "2" or "3" after the title of the Board or Commission in the space provided). Every effort will be made to accommodate your first three preferences. However, vacancies vary, and demand for some boards may be higher than others so some degree of flexibility is necessary.

- | | | |
|--|--|---|
| ☐ Arts & Cultural Commission _____ | ☒ Economic Dev. Corp /Brownfield Red. Auth. <u>CIA</u> | ☐ Local Officers Compensation Comm. _____ |
| ☐ Beautification Advisory Commission _____ | ☐ Election Commission _____ | ☐ Municipal Building Authority _____ |
| ☐ Board of Review _____ | ☐ Emergency Services Council _____ | ☐ Planning Commission _____ |
| ☐ Board of Trustees (Emp. Retirement Sys) _____ | ☐ Ethnic Advisory Commission _____ | ☒ Recreation Advisory Board _____ |
| ☐ Building Board of Appeals _____ | ☐ Independence Day Commission _____ | ☐ Recycling & Environmental Commission _____ |
| ☐ Communications Commission _____ | ☐ Library Board _____ | ☐ Zoning Board of Appeals _____ |

APPLICANT INFORMATION (Please type or print answers to all questions):

Name: THOMAS NOVIK

Current Address: 12820 NORTH FIELD BLVD. OAK PARK 48237

Email Address: TOMNOVIK@GMAIL.COM City Zip

Home Phone: / Cell Phone: (586)212-8848 Work Phone: SAME AS CELL

Date Residency Established: 2018 Have you ever served on a Board or Commission in another City? ☐ Yes ☒ No

If yes, please indicate what City and the Board or Commission: NA

Employer Name: REALTEAM OAK PARK Occupation: REALTOR

Professional Qualifications and/or Work Experience: REALTOR FOR 4 YEARS, 10 YEARS OF ACCOUNT MANAGEMENT IN ADVERTISING. PERFORM, COACH, AND TEACH IMPROV FOR OVER 15 YEARS.

Educational Background: BACHELORS DEGREE, ADVERTISING AND PUBLIC RELATIONS, LOYOLA UNIVERSITY. CHICAGO

Community Activities and/or Other Experience: VOLUNTEER-OP WINTERFEST, FORMER SOUTH OAKLAND KIWANIS CLUB, CURRENT BOARD MEMBER OF THE ART EXPERIENCE IN PONTIAC.

ACKNOWLEDGMENT:

Because serving on a Board or Commission requires a substantial commitment of time, effort and scheduling on the part of the members, we ask that you carefully consider your schedule before pursuing appointment to a Board or Commission and that by signing below you are confirming your willingness to make a concerted effort to attend every meeting and to fulfill your duties and responsibilities as a member. All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act.

Signature: Thomas Novik Date: 10/15/24

(City Clerk's Office Use Only Below this Line)

Date Received: _____
Signed Acknowledgement: ☐ Yes ☐ No
Term Ending: _____
Staff Liaison: _____

Interview Date: _____
Board or Commission: _____
Letter Sent: ☐ Yes ☐ No / Date _____
Liaison Notified: ☐ Yes ☐ No / Date: _____

Council Meeting Date: _____
Appointed: ☐ Yes ☐ No
Motion Number: _____



CITY OF OAK PARK, MI STAFF REPORT

12.A.3

AGENDA FOR: November 18, 2024

SUBJECT: Resolution to adopt a Vision Zero Policy to eliminate fatalities and serious injuries from crashes on Oak Park roads

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: The southeast Oakland County communities of Berkley, Ferndale, Hazel Park, Huntington Woods, Madison Heights, Oak Park, and Pleasant Ridge were awarded a US Department of Transportation (USDOT) Safe Streets for All collaboration planning grant to address road safety issues within our combined borders. This grant provided an opportunity for us to seek a data-driven approach to reduce and eliminate fatalities and serious injuries by identifying and analyzing road corridors where fatal and high injury crashes commonly occur and supports the National Roadway Safety Strategy and USDOT goal of zero roadway deaths.

Vision Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a systemic, multi-disciplinary approach that increases safe, healthy, and equitable mobility for all. We have identified the high-injury network throughout the seven communities listed above and will be publishing the Action Plan to achieve Vision Zero by 2045 in our communities very soon.

The attached resolution, which will be adopted by all seven southeast Oakland County communities, will adopt the Vision Zero Policy. Oak Park will agree to enact the Vision Zero Action Plan on the high injury network roads within our jurisdiction which will be created based upon input from the public, the committee, and consultants.

FINANCIAL STATEMENT: The City of Oak Park entered a cost sharing agreement for the 2022 Safe Streets for All Grant Program, which was administered by Ferndale. Oak Park's share of the cost sharing agreement is \$14,895.84.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached resolution in support of the Safe Streets for All grant and the Vision Zero Action Plan.

EXHIBITS:

1. SIGNED_SS4A_Cost-Sharing_Agreements

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF OAK PARK**

**RESOLUTION NO.
RESOLUTION TO ADOPT A VISION ZERO POLICY TO ELIMINATE FATALITIES
AND SERIOUS INJURIES FROM CRASHES ON OAK PARK ROADS**

At a Regular meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held in the Council Chambers at 14000 Oak Park Blvd, Oak Park, MI 48237 on the 18th day of November 2024.

WHEREAS, The Southeast Oakland communities of Berkley, Ferndale, Hazel Park, Huntington Woods, Madison Heights, Oak Park and Pleasant Ridge (the “Southeast Oakland Communities”) are collaborating to address road safety issues within our combined borders; and

WHEREAS, Between 2019 and 2023 there were 275 crashes which resulted in a serious injury and 41 crashes which resulted in a fatality within the Southeast Oakland Communities. The Oak Park City Council believes that one roadway death in our community is too many and seeks a data-driven approach to reduce and eliminate fatalities and serious injuries. The Oak Park City Council also recognizes that vulnerable groups, such as children, senior citizens, people of color, people with disabilities, people in low-income communities and road users outside of vehicles like pedestrians and bicyclists, face a disproportionally high risk of fatalities and serious injuries: and

WHEREAS, Vision Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data-driven, multi-disciplinary and safe systems approach that also increases safe, healthy, and equitable mobility for all. Vision Zero strategy is a tool to unite stakeholders such as the Southeast Oakland Communities to make our roadways safer for all users; and

WHEREAS, The Southeast Oakland Communities were awarded a Safe Streets for All grant from the U.S. Department of Transportation to develop a Southeast Oakland County Joint Safety Action Plan which was developed with a broad coalition of stakeholders to identify policies, measures, and projects to improve the safety of roadways in Berkley, Oak Park, Hazel Park, Huntington Woods, Madison Heights, Ferndale and Pleasant Ridge; and

BE IT HEREBY RESOLVED, that the Oak Park City Council hereby adopts Vision Zero as a comprehensive approach to achieve a goal of zero traffic deaths and serious injuries on Oak Park roadways. Be it further resolved that the Oak Park City Council adopts a goal of eliminating traffic deaths and serious injuries on Oak Park roadways by 2045.

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION

I, T. Edwin Norris, the duly appointed City Clerk of the City of Oak Park, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution duly adopted by the City Council of the City of Oak Park at a meeting held on 18th of November 2024, the original copy of which is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 18th day of November 2024.

T. Edwin Norris, City Clerk

COST-SHARING AGREEMENT REGARDING 2022 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM

This Cost-Sharing Agreement (the "Agreement") is made and entered into on _____, 2023 by and between the City of Ferndale ("Ferndale"), City of Berkley ("Berkley"), City of Hazel Park ("Hazel Park"), City of Huntington Woods ("Huntington Woods"), City of Madison Heights ("Madison Heights"), City of Oak Park ("Oak Park"), and City of Pleasant Ridge ("Pleasant Ridge"), collectively referred to as "Local Communities".

The 2022 Safe Streets and Roads for All ("SS4A Grant") Program is a United States Department of Transportation ("USDOT") and Federal Highway Administration ("FHWA") Grant Program to study the historical development of the federal major highway system, including I-75, I-696, and Woodward Avenue and the impact of that development on the Local Communities, and

The SS4A Grant will allow the Local Communities to study and identify ways to restore connectivity between the Local Communities, improve economic opportunities within the Local Communities, identify opportunities to reduce pollution in the Local Communities and generate equitable opportunities for residents within the Local Communities; and

The SS4A Grant will allow for planning and engagement meetings with the Local Communities, implementation of services to measure the existing street network functions for users with connective devices, exploration of emerging technologies regarding transportation and safety issues for non-motorized users and examination of the effectiveness of already-implemented road diets and multi-modal safety improvements in the Local Communities.

NOW THEREFORE, the based on the mutual consideration and covenants stated below, the Local Communities agree as follows:

I. AUTHORIZATION FOR PLANNING

The Local Communities authorize and agree to participate in the SS4A Grant Program as described in the attached SS4A Grant Application dated _____ (**Exhibit A**), subject to and contingent upon the SS4A receipt of the SS4A Grant funds by lead applicant, Ferndale filed on behalf of the Local Communities.

The planning shall be designed and implemented in accordance with the standards in the SS4A Grant application and the SS4A Grant Program general terms and conditions. If awarded the SS4A Grant by USDOT/FHWA, the Local Communities authorize Ferndale to administer the SS4A grant.

A. Ferndale shall be authorized to:

- a. Coordinate meetings between appropriate Local Communities personnel to review and implement the action plans schedule set forth in the Grant Agreement between USDOT, FHWA and lead applicant, Ferndale;
- b. Administer the SS4A Grant, expenses and reimbursements as specified in the Grant Agreement; and
- c. Administer the planning association with the SS4A Grant.
- d. Select the contractor/vendor for plan development upon receipt of a recommendation from a sub-committee of the Local Communities.

II.

REIMBURSEMENT/PAYMENT

The expected local share of the SS4A Grant Program, if awarded, is \$96,250. Each of the Local Communities shall reimburse Ferndale the local share amount of the SS4A Grant as set forth in **Exhibit B**, agreeing to and accepting Ferndale's coordination, supervision and oversight of the SS4A Grant Program as consideration for Ferndale's identified local match amount. If Ferndale pays any Local Communities' matching contribution amount, that Local Community shall reimburse Ferndale the amount paid within thirty (30) days of being invoiced by Ferndale.

III.

RESERVATION OF RIGHTS, INSURANCE AND LIABILITY

No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.

Agency. The Local Communities agree that at all times and for all purposes under the terms of this Agreement, no liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement. Ferndale shall have all necessary authority for coordinating the implementation and planning set forth in the SS4A Grant Agreement with USDOT and FHWA.

Liability and Insurance. The Local Communities shall each be solely responsible for the acts and omissions of their own employees, and agents. The Local Communities shall be responsible for maintaining liability insurance covering its respective activities as they relate to this Agreement.

IV.

MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the Local Communities and supersedes any prior understandings. If there is any conflict between this Agreement, the SS4A Grant Application and the fee estimate (Exhibit B), the fee estimate set forth above shall control.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement authorized by the governing bodies of the Local Communities.

No Implied Waiver. Absent a written waiver, no 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 rights to require strict performance of this Agreement.

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 to the Local Communities.

Assignment and Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written agreement of the Local Communities.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the Agreement shall not be construed more favorably for one party over any other, and the doctrine of construction against the drafter shall not apply.

No Third-Party Beneficiaries. The Local Communities do not intend to confer third party beneficiary status on any non-party to this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

EXHIBIT B

City of Ferndale	\$6,875.00
(as the administrative lead community, Ferndale will pay a lesser amount of the cost than the other Local Communities)	
City of Berkley	\$14,895.84
City of Hazel Park	\$14,895.84
City of Huntington Woods.....	\$14,895.84
City of Madison Heights.....	\$14,895.84
City of Oak Park.....	\$14,895.84
City of Pleasant Ridge	<u>\$14,895.84</u>
TOTAL	\$96,250.04

City of Ferndale

By: Melanie P. Ryan
Mayor

By: Dean Lert
Clerk

Date: 9/25/2023

City of Berkley

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Hazel Park

By: Michael P. Smith
Mayor

By: Jose K. Maya
Clerk

Date: 9-12-23

City of Huntington Woods

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Madison Heights

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Oak Park

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Pleasant Ridge

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Ferndale

Melanie C. Pica
Mayor

By: Dean Lest
Clerk

Date: 9/25/2023

City of Hazel Park

Mayor

By: _____
Clerk

Date: _____

City of Madison Heights

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Pleasant Ridge

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Berkley

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Huntington Woods

Mayor

By: _____
Clerk

Date: _____

City of Oak Park

By: Marion McClellan
Mayor

By: Eden N...
Clerk

Date: 8.22.23

City of Ferndale

Melanie C. P.
Mayor

By: Dean Lout
Clerk

Date: 9/25/2023

City of Berkley

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Hazel Park

Mayor

By: _____
Clerk

Date: _____

City of Huntington Woods

Mayor

By: _____
Clerk

Date: _____

City of Madison Heights

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Oak Park

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Pleasant Ridge

By: Paul M. Lox
Mayor

By: _____
Clerk

Date: _____

City of Ferndale

By: Melanie C. [Signature]
Mayor

By: Dean Lent
Clerk

Date: 9/25/2023

City of Berkley

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Hazel Park

Mayor

By: _____
Clerk

Date: _____

City of Huntington Woods

Mayor

By: _____
Clerk

Date: _____

City of Madison Heights

By: Reynolds [Signature]
Mayor

By: Cheryl Rottmann
Clerk

Date: 8/14/23

City of Oak Park

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Pleasant Ridge

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Ferndale

Melanie C. Prina

Mayor

By: Dean Leut

Clerk

Date: 9/25/2023

City of Berkley

By: Bridget Dean

Mayor

By: Paul R

Clerk

Date: 8/29/2023

City of Hazel Park

Mayor

By: _____

Clerk

Date: _____

City of Huntington Woods

Mayor

By: _____

Clerk

Date: _____

City of Madison Heights

By: _____

Mayor

By: _____

Clerk

Date: _____

City of Oak Park

By: _____

Mayor

By: _____

Clerk

Date: _____

City of Pleasant Ridge

By: _____

Mayor

By: _____

Clerk

Date: _____

City of Ferndale

Melanie L. Pina

Mayor

By: Deann Lert
Clerk

Date: 9/25/2023

City of Berkley

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Hazel Park

Mayor

By: _____
Clerk

Date: _____

City of Huntington Woods

John F. Pulos

Mayor

By: Heidi Barckhoff
Clerk

Date: 7/20/2023

City of Madison Heights

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Oak Park

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Pleasant Ridge

By: _____
Mayor

By: _____
Clerk

Date: _____



CITY OF OAK PARK, MI STAFF REPORT

12.B.1

AGENDA FOR: November 18, 2024

SUBJECT: Resolution to authorize Budget Amendment #2025-1

DEPARTMENT: Finance/Assessing

FROM: Josh Johnson, Deputy Finance Director

SUMMARY: The City's annual budget was adopted on May 20, 2024 and is effective July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval. The proposed amendment only incorporates expenditures from fiscal year 2023-24 that were not completed at year-end and were required to be "rolled over" as the actual expense will be incurred in fiscal year 2024-25.

The proposed rollover budget amendment for the General Fund is attached and is also summarized below:

GENERAL FUND

Beginning Fund Balance July 1, 2024	\$ 5,410,274
Amended Budget as of September 30, 2024	\$ (138,523)
Net Change in Fund Balance (Amendment #2025-1)	<u>\$ (526,330)</u>
Estimated Ending Fund Balance June 30, 2025	<u>\$ 4,745,421</u>

AUTHORITIES, SPECIAL REVENUE AND CAPITAL PROJECT FUNDS

The amendment includes rollover budgets from fiscal year 2023-24 that were not spent on capital related items. The overall net of this amendment will allow completion of the projects budgeted. The result of the amendment is a net zero impact on fund balance as the fund balance is higher than anticipated at June 30, 2024 due to the expenditures not being incurred and will be lowered in fiscal year 2024-25 when the projects are complete.

Note: The State of Michigan does not require budgets for any funds except the General

and Special Revenue Funds. The City has chosen to be fiscally responsible and adopt budgets for all funds to assist in monitoring the overall financial activity of the City.

ENTERPRISE FUND

The Water and Sewer Fund includes roll over budgets from fiscal year 2023-24 that were not spent on capital related items. The overall net of these amendments will allow purchase of the capital items budgeted.

FINANCIAL STATEMENT: The proposed budget amendment has an impact on the fund balance of General Fund while keeping the estimated fund balance at approximately 18.4% of annual expenditures. The amendments to all other funds keep the fund balance at targeted ranges and are done in compliance with State of Michigan requirements and guidelines.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2025-1

EXHIBITS:

1. Budget Amendments 11.18.24

City of Oak Park
Proposed Budget Amendments
November 18, 2024

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>	<u>Description</u>
<u>General Fund</u>			
101-10.101-818.000	Contractual Services	6,000	Artist for mural paid up front half, needed to be paid remaining half
101-10.101-956.011	Miscellaneous- Beautification ADV Comm	655	Materials for BAC Ceremony
101-11.270-960.000	Education & Training	4,295	Clifton Strengths assessments not used prior
101-16.401-970.000	Capital Outlay	350,000	Municipal Services move
101-17.345-970.000	Capital Outlay	18,442	Rollover balance of Booking Camera upgrades AXON
101-17.345-970.000	Capital Outlay	20,103	Rollover remaining balance of account
101-18.265-930.000	Repairs & Maintenance	15,000	Interior Painting at City Hall
101-18.265-970.000	Capital Outlay	25,000	City Hall/Public Safety Lighting
101-18.265-970.000	Capital Outlay	20,000	Duct Cleaning Project
101-18.265-970.000	Capital Outlay	20,000	Miscellaneous Door Repairs
101-18.444-930.000	Repairs & Maintenance	40,000	Backstop and Ballfield Improvements
101-18.444-970.000	Capital Outlay	6,835	Rollover balance of Dog Park
Total Expenditure Increase (Decrease)		<u>526,330</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ (526,330)</u>	
<u>Library Fund</u>			
111-20.790-726.150	Supplies- Donations	2,860	Left over from PY 23-24 memorial donations
Total Expenditure Increase (Decrease)		<u>2,860</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ (2,860)</u>	
<u>Major Streets Fund</u>			
202-18.478-726.000	Supplies	35,000	Salt Delivery Rollover
202-18.479-726.000	Materials & Supplies	5,000	Rental Equipment for Special Projects
202-18.479-726.000	Materials & Supplies	5,000	Vehicle Mounted GPS and Camera System
202-18.479-801.000	Professional Services	45,000	Block Punting Project
202-18.479-801.000	Professional Services	40,000	Tri-party Contribution
202-18.479-801.000	Professional Services	4,196	GIS DWAM Grant OHM
202-18.479-970.000	Capital Outlay	8,448	9 Mile Design OHM
202-18.479-970.000	Capital Outlay	15,000	DPW Repairs
202-18.479-970.000	Capital Outlay	12,000	Solar Speed Limit Signs
202-18.479-970.000	Capital Outlay	8,447	Nine Mile PE balance
Total Expenditure Increase (Decrease)		<u>\$ 178,091</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ (178,091)</u>	
<u>Local Streets Fund</u>			
203-18.479-726.000	Materials & Supplies	5,000	Rental Equipment for Special Projects
203-18.479-726.000	Materials & Supplies	20,000	Trees
203-18.479-726.000	Materials & Supplies	5,000	Vehicle Mounted GPS and Camera System
203-18.479-801.000	Professional services	50,000	Block Pruning Project
203-18.479-970.000	Capital Outlay	15,000	DPW Repairs
Total Expenditure Increase (Decrease)		<u>\$ 95,000</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ (95,000)</u>	
<u>Rubbish Collection Fund</u>			
226-18.528-801.000	Professional Services	15,000	Leave Storage/haul off from Ferndale DPW Yard
226-18.528-970.000	Capital Outlay	15,000	DPW Repairs
226-18.528-970.000	Capital Outlay	50,000	Crew Cab pick up truck
Total Expenditure Increase (Decrease)		<u>\$ 80,000</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ (80,000)</u>	

City of Oak Park
Proposed Budget Amendments
November 18, 2024

Corridor Improvement Authority

251-00.000-726.000	Materials and Supplies	150,004	Various projects, lights, planters, banners
251-00.000-958.000	Memberships, Dues, & Subscriptions	420	MDA, National Main Street memberships
251-00.000-970.001	Capital Outlay- Streetscape Improve	131,900	Various Projects, water tower lighting, Coolidge island
251-00.000-970.003	Capital Outlay- Façade	24,911	Various projects, façade grant
Total Expenditure Increase (Decrease)		\$ 307,235	

Net Increase (Decrease) to Fund Balance **\$ (307,235)**

City Owned Property Fund

402-18.444-970.000	Capital Outlay	20,000	Rollover balance of Nine Mile Connector Park
Total Expenditure Increase (Decrease)		\$ 20,000	

Net Increase (Decrease) to Fund Balance **\$ (20,000)**

Parks & Recreation Improvement Fund

407-18.444-970.000	Capital Outlay	265,945	Rollover balance of Event Hub Design
Total Expenditure Increase (Decrease)		\$ 265,945	

Net Increase (Decrease) to Fund Balance **\$ (265,945)**

Water and Sewer Fund

592-18.537-726.000	Supplies	3,000	Tablets for DPW Work order Roll out
592-18.538-960.000	Education & Training	5,000	DPW- in person training
592-18.538-970.000	Capital Outlay	1,813,585	M-767 2024 Water Main Replacement Project & Paving
592-18.538-970.000	Capital Outlay	15,000	DPW Repairs
592-18.538-970.000	Capital Outlay	7,000	DWAM Grant- GPS and GIS Asset Locations
592-18.538-970.000	Capital Outlay	92,000	DWAM Grant- Hydro Excavate Water Lines
592-18.538-970.000	Capital Outlay	30,000	Mini Excavator- Repairs
592-18.540-801.000	Professional Services	5,000	Engineering for Pump Station
592-18.540-930.000	Repairs & Maintenance	10,000	Pump Station Exterior Door Replacements
592-18.540-930.000	Repairs & Maintenance	15,000	Reservoir and Elevated Tank Repairs
592-18.540-970.000	Capital Outlay	377,792	Eight Mile Pump Station Replacement
592-18.550-930.000	Repairs & Maintenance	76,351	M-760 2023 Sewer & Catch Basin TV/Cleaning
592-18.550-970.000	Capital Outlay	137,000	Vactor Repair
592-18.550-970.000	Capital Outlay	64,956	M-763 2024 Sewer Lining
Total Expenditure Increase (Decrease)		\$ 2,651,684	

Net Increase (Decrease) to Fund Balance **\$ (2,651,684)**

Motor Pool Internal Service Fund

654-18.875-801.000	Professional Services	5,000	New Motor Pool vehicle software
654-18.875-970.000	Capital Outlay	10,000	Rollover from FY 23/24 - fire truck engine wrap
654-18.875-970.000	Capital Outlay	45,000	Facilities Maintenance Van
654-18.875-970.000	Capital Outlay	14,000	Tire Balance Machine
Total Expenditure Increase (Decrease)		\$ 74,000	

Net Increase (Decrease) to Fund Balance **\$ (74,000)**

Resolution

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2025-1 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
PROPERTY TAXES	\$ -
LICENSE AND PERMITS	-
INTERGOVERNMENTAL	\$ -
CHARGES FOR SERVICES	-
TOTAL REVENUES	-
EXPENDITURES	
CITY COUNCIL	6,655
CITY MANAGER	-
HUMAN RESOURCES	4,295
MUNICIPAL SERVICES	350,000
PUBLIC SAFETY	38,545
PUBLIC WORKS- OTHER PARKS	46,835
PUBLIC WORKS	80,000
NON-DEPARTMENTAL	-
PUBLIC INFORMATION	-
TRANSFERS OUT	-
TOTAL EXPENDITURES	526,330
Net Increase to Fund Balance	\$ (526,330)
Library Fund	
REVENUES	
INTEREST INCOME	\$ -
TOTAL REVENUES	-
EXPENDITURES	
SUPPLIES-Donations	2,860
PROFESSIONAL SERVICES	-
CAPITAL OUTLAY	-
TOTAL EXPENDITURES	2,860
Net Increase to Fund Balance	\$ (2,860)
MAJOR STREETS FUND	
REVENUES	
INTEREST INCOME	\$ -
TOTAL REVENUES	-
EXPENDITURES	
SUPPLIES	45,000
PROFESSIONAL SERVICES	89,196
CAPITAL OUTLAY	43,895
TOTAL EXPENDITURES	178,091
Net Increase to Fund Balance	\$ (178,091)
LOCAL STREETS FUND	
REVENUES	
INTERGOVERNMENTAL	-
INTEREST INCOME	\$ -
OTHER REVENUE	-
TOTAL REVENUES	-
EXPENDITURES	
Materials & Supplies	30,000
PROFESSIONAL SERVICES	50,000
CAPITAL OUTLAY	15,000
TRANSFER OUT - GENERAL FUND	-
TOTAL EXPENDITURES	95,000
Net Increase to Fund Balance	\$ (95,000)
RUBBISH COLLECTION FUND	
REVENUES	
INTERGOVERNMENTAL	-
INTEREST INCOME	\$ -
OTHER REVENUE	-
TOTAL REVENUES	-
EXPENDITURES	
MATERIALS & SUPPLIES	
PROFESSIONAL SERVICES	15,000
CAPITAL OUTLAY	65,000
TOTAL EXPENDITURES	80,000
Net Increase to Fund Balance	\$ (80,000)

CORRIDOR IMPROVEMENT AUTHORITY

REVENUES	
INTEREST INCOME	\$ -
STATE GRANT	-
OTHER REVENUE	-
TOTAL REVENUES	-
 EXPENDITURES	
MATERIALS & SUPPLIES	150,004
Memberships, Dues, and Subscriptions	420
CAPITAL OUTLAY- STREETSCAPE IMPROVE	131,900
CAPITAL OUTLAY	24,911
TOTAL EXPENDITURES	307,235
 Net Decrease to Fund Balance	\$ (307,235)
	INCREASE
	(DECREASE)

City Owned Property Fund

REVENUES	
INTEREST INCOME	\$ -
OTHER REVENUE	-
TOTAL REVENUES	-
 EXPENDITURES	
CAPITAL OUTLAY	20,000
TOTAL EXPENDITURES	20,000
 Net Decrease to Fund Balance	\$ (20,000)

Parks & Recreation Improvement Fund
--

REVENUES	
INTEREST INCOME	\$ -
OTHER REVENUE	-
TOTAL REVENUES	-
 EXPENDITURES	
CAPITAL OUTLAY	265,945
TOTAL EXPENDITURES	265,945
 Net Decrease to Fund Balance	\$ (265,945)

WATER AND SEWER FUND

REVENUES	
INTEREST INCOME	\$ -
TOTAL REVENUES	-
 EXPENDITURES	
Supplies and Education	8,000
REPAIRS AND MAINTENANCE	106,351
CAPITAL OUTLAY	2,537,333
TOTAL EXPENDITURES	2,651,684
 Net Decrease to Fund Balance	\$ (2,651,684)

Motor Pool Internal Service Fund

REVENUES	
INTEREST EARNINGS	-
TRANSFER IN	-
TOTAL REVENUES	-
 EXPENDITURES	
Professional Services	5,000
CAPITAL OUTLAY	69,000
TOTAL EXPENDITURES	74,000
 Net Decrease to Fund Balance	\$ (74,000)
	INCREASE
	(DECREASE)

py of a Resolution adopted by the City Council of the City of Oak Park at a regular l

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

12.C.1

AGENDA FOR: November 18, 2024

SUBJECT: Request authorization to waive the bidding process for the emergency purchase / repair of the Department of Public Works Vactor equipment.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: The Public Works Department is requesting authorization to waive the competitive sealed bidding process for the emergency purchase / repair of a specialty piece of equipment commonly known as a Vactor. Earlier this year (April 2024), City Council approved the sole-source repairs of this equipment to JDC, of Northville, MI. The city was scheduled to receive the truck back from JDC in late October. Unfortunately, while in the final test runs of the equipment, the auxiliary engine cotta transmission and subsequent parts were destroyed. These parts were not in the scope of the repair project and were original to the 2001 truck mechanicals. This truck is a vital piece of equipment for our Public Works crews to safely and effectively clean sewer / jet lines, hydro-excavate, as well as assist with water main breaks. With winter approaching, I feel that time is of the essence and that these repairs need to be completed as soon as possible. The City Manger has approved (memo enclosed) the emergency purchase of these repairs, however the purchasing ordinance also requires City Council approval. The cost of these emergency repairs is \$44,935.77.

FINANCIAL STATEMENT: Funding is available in the Water / Sewer, Maintenance and Repair, Capital Outlay (592-18.550-970) for this emergency expenditure. A budget amendment may be required later in the budget year to cover these costs.

RECOMMENDED ACTION: It is recommended that City Council approve the emergency purchase, and therefore waive the competitive sealed bidding requirements, for the purchase / repairs of the Department of Public Works Vactor truck to JDC, of Northville, MI for the total price of \$44,935.77. Funding is available in the Water / Sewer, Maintenance and Repair, Capital Outlay (592-18.550-970) for this emergency expenditure. A budget amendment may be required later in the budget year to cover these costs.

EXHIBITS:

1. Vactor Repair_Emergency CM Memo



CITY OF OAK PARK

David DeCoster,
Deputy City Manager /
Director Department of Public Works

Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Julie Edgar
Shaun Whitehead
City Manager
Erik Tungate

To: Erik Tungate, City Manager

From: David DeCoster, Deputy City Manager / Director of Public Works

Date: November 8, 2024

RE: Vactor Equipment Repair – Emergency Approval Request

As you know, we have had our “Vactor” in for extensive repairs since April of this year. At that time the City Council had approved a sole-source contract to JCD, of Northville, MI for these repairs. JCD is the only authorized Vactor dealer in Michigan. At that time a \$134,950 contract was approved. The city was scheduled to receive the truck back from JCD in late October. Unfortunately, while in the final test runs of the equipment, the auxiliary engine cotta transmission and subsequent parts were destroyed. These parts were not in the scope of the repair project and were original to the 2001 truck mechanicals. This truck is a vital piece of equipment for our Public Works crews to safely and effectively clean sewer / jet lines, hydro-excavate, as well as assist with water main breaks. With the winter approaching and being that the truck is needed for winter work, I feel that time is of the essence and that these repairs need to be completed as soon as possible.

JDC has produced a quote for the anticipated repairs caused by the most recent damage to the truck. While the cost of these repairs is \$44,935.77, it is my recommendation that we move forward and award this project to JDC under the emergency purchase provisions of our purchasing ordinance. “Section 2-380 – Emergency Purchases” reads:

Sec. 2-380. - Emergency purchases.

- a) In the case of emergency, any department head, with the approval of the city manager, may purchase directly any supplies, materials or equipment, the immediate procurement of which is necessary to the continuation of the work of the department. Such emergency purchases shall be made with such competition as is practicable under the circumstances. Such purchases and the emergency causing them shall be reported in detail to the purchasing agent, if the city manager is not acting as purchasing agent, within a week from the time when made and such reports shall be filed by the purchasing agent as permanent public records. The city manager shall report such purchases and the circumstances to the council.*

- b) *Upon determination of an emergency by the city council, the council may proceed with a purchase or contract and waive such requirements for competitive sealed bidding as the council may determine necessary under the circumstances.*

(Code 1973, § 2-175)

If you agree with the assessment above, please sign the approval below. If signed, I will proceed with placing this item on the November 18, 2024 City Council agenda per the requirements of the emergency purchase ordinance. Again, the total cost of these repairs is \$44,935.77. We do have funding available in the 2024/25 Water / Sewer, Maintenance and Repair, Capital Outlay (592-18.550-970) fund for this expenditure, however a budget amendment may be required later in the budget year to cover these costs.

As always, I am available should you have any questions.

Erik Tungate

Approved by: Erik Tungate (Nov 11, 2024 15:48 EST)

Erik Tungate, City Manager

Enclosures: JDC Quote No. 81616
City Council "Sole-Source" agenda item of April 1, 2024



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 81616

Date: 11/7/2024
Time: 13:49

Invoice To:

OAK PARK, CITY OF
13600 OAK PARK BLVD.
OAK PARK MI 48237

Ship To:

OAK PARK, CITY OF
13600 OAK PARK BLVD.
OAK PARK MI 48237

INFORMATION

Job Code:	81616	Branch:	1100
Service Date:	10/30/2024	Warehouse:	1100
Exp. Complete Date:	10/30/2024	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	OAKP0001
Mechanic:	UNALLOCATED MECHANIC BR 1100	Customer Eq. No.:	
Make / Model :	VA/2110-J4	Serial Number:	01-02-7616
Equipment No.:	22508	Meter Read(Hrs):	6210.00
Equipment Desc:	2110-J4	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	OAK PARK; VAC SYSTEM REPAIRS

NOTES

THIS ESTIMATE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
ESTIMATE DOES NOT INCLUDE TAX OR ANY APPLICABLE FREIGHT CHARGES
PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM





NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 81616

Date: 11/7/2024
Time: 13:49

Note:

ESTIMATE IS FOR VACUUM SYSTEM REPAIRS, DURING FINAL TEST RUN OF UNIT THE AUXILLARY ENGINE COTTA TRANSMISSION FAN DRIVE BELL HOUSING FAILED AND CRACKED ALLOWING THE FAN AND COTTA TRANSMISSION TO BECOME OUT OF BALANCE AND BECOME UNSAFE AND UNUSABLE. THE ORIGINAL COTTA TRANSMISSION WAS MISSING BOLTS AND HAD SMALL CRACKS THAT ORINALLY SHOWED NO ISSUES BEFORE THE BOOM AND BODY REPAIRS WERE MADE. AFTER DISSASSEMBLY WE FEEL THAT HAVING ALL OF THE PREVIOUS VACUUM LEAKS SEALED UP THE FAN SYSTEM WAS NOW ABLE TO OPERATE AT THE CORRECT MAX RPM AT TIME OF MANUFACTURE, WHICH CONTRIBUTED TO THE FAILURE..

NEEDED REPAIRS WILL CONSIST OF.

- REPLACEMENT OF COTTA SINGLE STAGE FAN DRIVE TRANSMISSION.
- FLUID COUPLING THAT CONNECTS ENGINE FLYWHEEL TO COTTA TRANS.
- VACUUM FAN WILL BE REPLACED.
- JOHN DEERE REAR MAIN OIL SEAL WILL BE REPLACED WHILE FLY WHEEL IS REMOVED, STARTING TO LEAK.
- SERVICE JOHN DEERE ENGINE FLUIDS AND FILTERS.
- REPLACE RUSTED VACUUM ELBOW WELD MENT ON FAN HOUSING.
- REPLACE RUSTED INNER FAN SPACER WELDMENT.
- REPAIR EXISTING VACUUM RELIEF HOUSING , CUT OFF DAMAGED PIPING AND WELD IN NEW SECTIONS.
- REPLACE RUBBER VACUUM HOSE BETWEEN ELBOW AND VAC RELIEF HOUSING.
- AFTER ALL REPAIRS ARE COMPLETED A FINAL TEST RUN WILL BE PERFORMED IN THE EVENT THERE ADDITIONAL REPAIRS NEEDED AN ADDITIONAL ESTIMATE WILL BE PROVIDED.

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
FRLABOR						
FLAT RATE LABOR	FLAT RATE LABOR	11/7/2024	1.00	\$12,600.00	0.00%	\$12,600.00
Total FRLABOR:						\$12,600.00
OUTPART						
OUTSIDE PART	JOHN DEERE AUX ENGINE OIL FUEL AND AIR FILTERS	11/6/2024	1.00	\$183.65	0.00%	\$183.65
OUTSIDE PART	JOHN DEERE REAR MAIN SEAL	11/6/2024	1.00	\$97.43	0.00%	\$97.43
Total OUTPART:						\$281.08
PART						
VA-16314S	GASKET TAPE,50FT ROLL,,125TX1.5	10/31/2024	1.00	\$392.14	0.00%	\$392.14

THIS ESTIMATE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
ESTIMATE DOES NOT INCLUDE TAX OR ANY APPLICABLE FREIGHT CHARGES
PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM





NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 81616

Date: 11/7/2024
Time: 13:49

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
VA-25975T	FAN ASSEMBLY - 38IN DIAMETER	10/31/2024	1.00	\$4,981.22	0.00%	\$4,981.22
VA-47394C	RUBBER HOSE 10 X 18IN	10/31/2024	1.00	\$158.94	0.00%	\$158.94
VA-47746	PILOT BEARING	10/31/2024	1.00	\$28.28	0.00%	\$28.28
VA-47780	COUPLING FLUID - 13IN	10/31/2024	1.00	\$3,669.76	0.00%	\$3,669.76
VA-47781	TRANSMISSION,FAN DRV,SINGLE ST	10/31/2024	1.00	\$18,500.00	0.00%	\$18,500.00
VA-58634	SPACER WELDMENT,FAN HOUSING	11/7/2024	1.00	\$1,352.77	0.00%	\$1,352.77
VA-62565	ELBOW WELDMENT - LOWER	10/31/2024	1.00	\$602.10	0.00%	\$602.10
ZO-15W40	ENGINE OIL (QUART)	11/6/2024	18.00	\$4.28	0.00%	\$77.04
ZO-ECOSAF E	OIL,QT,FR-46,FLUID COUPLER, QT	11/6/2024	10.00	\$12.18	0.00%	\$121.80
ZO-ISO68	SYN COTTA OIL (PINT)	11/6/2024	12.00	\$2.57	0.00%	\$30.84
Total PART:						\$29,914.89
SSHPSUPPLY						
SHOP SUPPLIES	SHOP SUPPLIES		1.00	\$2,139.80	0.00%	\$2,139.80
Total SSHPSUPPLY:						\$2,139.80

Name: _____

Total For Job 81616: \$44,935.77

Signature: _____

Date: _____

**THIS ESTIMATE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
ESTIMATE DOES NOT INCLUDE TAX OR ANY APPLICABLE FREIGHT CHARGES**

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM





CITY OF OAK PARK, MI STAFF REPORT

10.C

AGENDA FOR: April 1, 2024

SUBJECT: Request to award the sole source contract to JDC for the total amount of \$134,950.00 for the repairs to DPW vactor equipment.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Our “Vactor” Truck is a specialty piece of equipment that is used in the Department of Public Works for jetting / cleaning sewer lines, hydro-excavation projects, as well as water main repairs. The chassis and vactor equipment were originally purchased in 2001. While the chassis is still in good condition, after 23 years of use, the vactor portion of the truck is in dire need of upgrades. A new piece of similar equipment would cost well over \$500,000. Over the past six months, DPW staff has been working to find vendors that can rebuild the equipment as it would be a fraction of the cost to buy a new piece of equipment. Vactor only has one authorized dealer in the State of Michigan. We have met with this dealer, JDC, multiple times and are presenting the following recommendation for repairs from this sole-source dealer.

FINANCIAL STATEMENT: There is \$137,700 budgeted in the FY 2023-24 Water / Sewer Fund (592-18.550-970) for this expenditure.

RECOMMENDED ACTION: It is recommended City Council award the sole source contract to JDC for the total amount of \$134,950.00 for the repairs to our vactor equipment. Funding is available in the FY 2023-24 Water / Sewer Fund (592-18.550-970) for this expenditure.

EXHIBITS:

1. City Manager Certification Memo
2. Vactor Repair Quote



CITY OF OAK PARK

OFFICE OF THE CITY MANAGER

Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Julie Edgar
Shaun Whitehead
City Manager
Erik Tungate

Date: Monday, April 1, 2024
To: Mayor and City Council
From: Erik Tungate, City Manager
Subject: Sole Source certification – Vactor Repair

The Oak Park Code of Ordinances requires competitive sealed bidding for purchases or contracts over \$25,000.00. The ordinance also allows for exceptions to competitive sealed bidding as stated in Section 2-379 (3). It reads:

When the city manager certifies in writing to the council that the materials, supplies or public improvements needed to best serve the interests of the city are available from only a single vendor, supplier, or contractor, the council may authorize the execution of a contract, in accordance with section 2-381.

Upon review, I am certifying that JDC meets the requirements of a sole source vendor for the purpose of the repairs and installation of new equipment for the Public Works vactor truck #527. JDC is the only Vactor dealer in the State of Michigan. The truck was originally purchased from JDC in 2001 and JDC has the experience with this piece of specialty equipment.

Please accept this memo, as required by ordinance, for the certification JDC as a sole source vendor for repairs and installation of equipment of the Public Works vactor truck #527.

I am available should you have any questions regarding this project.



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 67006

Date: 2/27/2024
Time: 14:12

Invoice To:

OAK PARK, CITY OF
13600 OAK PARK BLVD.
OAK PARK MI 48237

Ship To:

OAK PARK, CITY OF
13600 OAK PARK BLVD.
OAK PARK MI 48237

INFORMATION

Job Code:	67006	Branch:	1100
Service Date:	2/20/2024	Warehouse:	1100
Exp. Complete Date:	2/20/2024	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	OAKP0001
Mechanic:	UNALLOCATED MECHANIC BR 1100	Customer Eq. No.:	
Make / Model :	VA/2110-J4	Serial Number:	01-02-7616
Equipment No.:	22508	Meter Read(Hrs):	5908.00
Equipment Desc:	2110-J4	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	CITY OF OAK PARK ESTIMATE FOR REPAIRS

NOTES

Note:

ESTIMATE IS FOR REPAIRS TO UNIT 01-02-7616 THIS ESTIMATE IS FOR ALL KNOWN ISSUES AT THE TIME OF EVALUATION ON 2-14-24 . THE ESTIMATE INCLUDES ALL ASSOCIATED PARTS AND LABOR AND SUPPLIES NEEDED TO PERFORM THE KNOWN REPAIRS. ALL CHASSIS REPAIRS ARE RESPONSIBLE TO OAK PARK AS DISCUSSED. THE VACUUM SYSTEM REPAIRS HAVE BEEN REMOVED FROM THIS ESTIMATE AND HOSE REEL REPAIRS HAVE BEEN REVISED 2-27-24.

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
OTHER						
MISC PART	NEW JDC 10 YARD DEBRIS BODY WITH OUT PUMP OFF/ REFURBISHED REAR DOOR PAINTED TO CUSTOMER SPECIFIED COLOR	2/21/2024	1.00	\$88,000.00	0.00%	\$88,000.00
MISC PART	BOOM SYSTEM REPAIRS TO INCLUDE NEW INNER AND OUTER VACUUM TUBES, REPLACEMENT OF INNER SQUARE SLIDING BOOM TUBE, UPPER AND LOWER BOOM HOSES , END FLANGES AND BOOM ELBOW.	2/21/2024	1.00	\$14,000.00	0.00%	\$14,000.00
MISC PART	HOSE REEL REPAIRS TO INCLUDE NEW ROTECK BEARING, NEW LOCKS, RESEAL FRONT AND REAR HYDRAULIC CONTROL VALVES.	2/21/2024	1.00	\$8,000.00	0.00%	\$8,000.00

THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 67006

Date: 2/27/2024
Time: 14:12

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
MISC PART	MISC MODULE REPAIRS TO INCLUDE WORN OR OIL SOAKED WATER AND HYDRAULIC HOSES, HIGH PRESSURE BALL VALVES, UPDATED RODDER PUMP SHIFTING RELAY AND PROX HARNESS, NEW REAR BUMPER WITH NEW RODDER DRAIN VALVES, RODDER PUMP FLOOD LINES, BOOM LIGHTS INLET HEAD SEAL	2/21/2024	1.00	\$7,500.00	0.00%	\$7,500.00
MISC PART	COMPLETE HXX KIT WITH REEL AND DIG GUN, LANCES 3 TIPS EARTHQUAKER DIG TUBE AND UPDATED HIGH PRESSURE WASH DOWN GUN	2/21/2024	1.00	\$6,850.00	0.00%	\$6,850.00
MISC PART	HYDRAULIC REPAIRS RE BUILD INNER HYD BOOM EXTEND CYL, REPLACE LEAKING LEFT AND RIGHT BOOM SWING CYLINDERS REPLACE LEAKING BOOM LIFT CYL, REPLACE LEAKING HOSE REEL EXTEND CYL, REPLACE CUSTOMER SUPPLIED DEBRIS BODY LIFT HYD CYL. CHANGE MILKY HYD OIL /FILTER	2/21/2024	1.00	\$7,600.00	0.00%	\$7,600.00
Total OTHER:						\$131,950.00
SSHPSUPPLY						
SHOP SUPPLIES	SHOP SUPPLIES		1.00	\$3,000.00	0.00%	\$3,000.00
Total SSHPSUPPLY:						\$3,000.00

Name: _____

Total For Job 67006: \$134,950.00

Signature: _____

Date: _____

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX**

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM

Vactor Repair_Emergency Packet_11082024

Final Audit Report

2024-11-11

Created:	2024-11-08
By:	David DeCoster (ddecoster@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATk0z82v8cgMOyED7pIYTkDle0RktfBB7

"Vactor Repair_Emergency Packet_11082024" History

-  Document created by David DeCoster (ddecoster@oakparkmi.gov)
2024-11-08 - 8:35:51 PM GMT- IP address: 96.80.237.121
-  Document emailed to etungate@oakparkmi.gov for signature
2024-11-08 - 8:36:25 PM GMT
-  Email viewed by etungate@oakparkmi.gov
2024-11-08 - 10:01:48 PM GMT- IP address: 172.226.87.11
-  Signer etungate@oakparkmi.gov entered name at signing as Erik Tungate
2024-11-11 - 8:48:35 PM GMT- IP address: 12.14.25.194
-  Document e-signed by Erik Tungate (etungate@oakparkmi.gov)
Signature Date: 2024-11-11 - 8:48:37 PM GMT - Time Source: server- IP address: 12.14.25.194
-  Agreement completed.
2024-11-11 - 8:48:37 PM GMT