Oak Park

City Council Agenda

April 17, 2023

AGENDA

REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
April 17, 2023
7:00 PM

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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 April 3, 2023
B. Special City Council Meeting Minutes for April 3, 2023
C. Request to approve Final Payment Application No. 3 for the 2022 Joint and Crack Sealing Project to Michigan Joint Sealing of Farmington Hills, Michigan for $1,000.00
D. Request to approve Final Payment Application No. 2 for the 2021 Sewer Lining Project, M-717 to Inland Waters Pollution Control Inc. of Detroit, Michigan for $5,000.00
E. Licenses New and Renewals submitted for April 17, 2023

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS: None

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES: None

11. ACCOUNTING REPORTS:

A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of $13,517.34

12. BIDS: None

13. ORDINANCES: None

14. CITY ATTORNEY:

15. CITY MANAGER:

Human Resources

A. Request to approve Collective Bargaining Agreement Two-Year Extensions
   1. POLC representing OPDS Command Officers Association
   2. Police Officers Association of Michigan (POAM)
   3. Police Officers Association of Michigan - Dispatchers
   4. Technical and Professional Office Workers of Michigan (TPOAM)

Department of Public Safety

B. Request to approve a resolution adopting the City of Oak Park Emergency Operations Support Plan

Municipal Services/Engineering

C. Request to approve a contract with Forgotten Harvest for reimbursement for the widening of the Hubbell Ave. intersection with Eight Mile Road

D. Request to approve Contract #23-5020 with Michigan Department of Transportation (MDOT) for the widening of the Hubbell Ave. intersection with Eight Mile Road and to authorize the mayor and city manager to sign the agreement on behalf of the city

E. Request to approve a proposal from OHM Advisors to provide construction engineering, contract administration, inspection, and construction staking services for the hourly, not to exceed, cost of $457,000.00 upon review by the city attorney

16. 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.

17. CALL TO THE COUNCIL

18. 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. Accommodation to participate in a Council Meeting will be made with 7-day prior notice.

CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
April 3, 2023
7:00 PM

MINUTES

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

PRESENT: Mayor McClellan, Mayor Pro Tem Edgar, Council Member Radner, Council Member Burns, Council Member Whitehead

ABSENT: None

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

APPROVAL OF AGENDA:

CM-04-093-23 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS AMENDED – APPROVED

Motion by Edgar, seconded by Radner, CARRIED UNANIMOUSLY, to approve the agenda with the following change:

Omit Items #15D and #15E.

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-04-094-23 (AGENDA ITEM #5A-J) CONSENT AGENDA - APPROVED

Motion by Whitehead, seconded by Burns, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

A. Regular City Council Meeting Minutes for March 20, 2023 **CM-04-095-23**
B. Special City Council Meeting Minutes for March 20, 2023 **CM-04-096-23**
C. Library Commission Meeting Minutes for December 20, 2022, January 17, 2023, and February 21, 2023 **CM-04-097-23**
D. Request to advertise for bids for CDBG Program Year 2022 Yard Services, M-757 **CM-04-098-23**
E. Resolution designating David DeCoster as the agent for the City of Oak Park regarding the Oakland County West Nile Virus Reimbursement Program **CM-04-099-23**
F. Request to approve payment of an invoice from OHM Advisors for GIS DWAM Grant and Fern St. Survey for the total amount of $5,533.00 **CM-04-100-23**

G. Request to approve payment application No. 6 for the 2021 Sewer & Catch Basin Cleaning and TV Inspection Project to DVM Utilities of Sterling Heights, MI for $57,145.87 **CM-04-101-23**

H. Request to approve payment application No. 3 for the 2021 Greenfield Fence Project to Michigan Fence Outlet of Macomb, MI be for $182,195.91 subject to final review by the city attorney **(Removed from the Consent Agenda by Council Member Whitehead)**

I. Request to approve the invoice from SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract in the amount of $7,373.50 **CM-04-102-23**

J. Licenses New and Renewals submitted for April 3, 2023 **CM-04-103-23**

MERCHANT'S LICENSES – April 3, 2023
(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEE	BUSINESS TYPE
QUALITY REPAIR AND TIRE	10200 W NINE MILE RD	$150.00	REPAIR SHOP
RENEWALS (2023)	**ADDRESS**	**FEE**	
INNOVATIVE TOOL & DESIGN	10725 CAPITAL AVE	$187.50	MANUFACTURING
UNITED REFRIGERATION INC	12811 CAPITAL AVE	$150.00	WHOLESALE DISTRIBUTORS
SECURITY CENTRAL PROT	12821 CAPITAL AVE	$150.00	SECURITY COMPANY
THE COLLECTIVE MUSIC GROUP	13305 CAPITAL AVE # 100	$187.50	STUDIO
HERC RENTALS INC	13133 CLOVERDALE AVE	$150.00	EQUIPMENT RENTAL
CITI TRENDS #580	22106 COOLIDGE HWY	$225.00	RETAIL
MARCUS WEAR AND TAILOR	24709 COOLIDGE HWY	$187.50	RETAIL
LINCOLN AUTO SERVICE	25761 COOLIDGE HWY	$187.50	AUTO REPAIR
CARING DENISTRY	26021 COOLIDGE HWY	$150.00	DENTISTRY
FARS FILL UP, INC	13500 W EIGHT MILE RD	$150.00	GAS STATION
EL MARS SUBURBAN SHOP	13661 W ELEVEN MILE	$150.00	RETAIL
P. GLUCK WOODWORKS	14861 W ELEVEN MILE	$187.50	FURNITURE MAKER
CATCH A FADE BARBER	21700 GREENFIELD # 115	$225.00	BARBERSHOP
KEEPITFLY BRAIDING STUDIO	21900 GREENFIELD 204	$225.00	HAIR SALON
EYECARE4 YOU	23300 GREENFIELD # 114	$225.00	OFFICE
CHIC SWEETS BOUTIQUE	25900 GREENFIELD # 241	$225.00	OFFICE
RAINBOW #730	26170 GREENFIELD RD	$150.00	RETAIL
RELAX, RELEASE & RESTORE WELLNESS SPA	8750 W NINE MILE RD	$225.00	SPA SERVICES
LITTLE CAESAR ENTERPRISES	8801 W NINE MILE RD	$150.00	FAST FOOD RESTAURANT
LITTLE BEAR'S LEARNING CTR	13391 W NINE MILE RD	$150.00	DAYCARE FACILITY
PUBLIC SERVICE CREDIT	13401 W NINE MILE RD	$187.50	FINANCIAL INSTITUTION
NAILS TODAY	13731 W NINE MILE RD	$187.50	NAIL SALON
MIRACULOUS BEAUTY	15421 W NINE MILE RD	$225.00	HAIR SALON
SUBWAY	13311 TEN MILE	$150.00	RESTAURANT
MURRAYS WORLWIDE INC	21841 WYOMING AVE	$150.00	HAIR MANUFACTURER

DAY CARE FACILITY REGISTRATION – APRIL 3, 2023
(Subject to All Departmental Approvals)

MERCHANT	ADDRESS	FEE	
Gold Residence	15110 Dartmouth	$25.00	Devorah and Eric Gold
Gayle's Child Care	26030 Marlowe Pl	$30.00	Gayle Novetsky

LIQUOR LICENSE RENEWALS – APRIL 3, 2023
(Subject to all Departmental Approvals)

MERCHANT	ADDRESS	FEE	
Berkley Coffee, LLC	14661 W. 11 Mile, #500	$250.00	Tevern
Crazy Crab GAO Corporation	13351 W. 10 Mile	$250.00	Class C Liquor
Dog and Pony Show Brewing, LLC	14661 W. 11 Mile	$250.00	Microbrewery
Eddie's Gourmet Food, Inc.	25920 Greenfield	$250.00	Class C Liquor
Oak Park Social, LLC	14691 W. 11 Mile	$250.00	Class C Liquor
Oak Park Bar, LLC	13621 W. 11 Mile	$250.00	Class C Liquor
River Rouge Brewing Company, LLC	14401 W. 11 Mile	$250.00	Microbrewery
Szasza Inc.	24770 Coolidge Highway	$250.00	Class C Liquor

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

MOTION DECLARED ADOPTED

CM-04-104-23 **(AGENDA ITEM #5H) Request to approve payment application No. 3 for the 2021 Greenfield Fence Project to Michigan Fence Outlet of Macomb, MI be for $182,195.91 subject to final review by the city attorney (Removed from the Consent Agenda by Council Member Whitehead) – APPROVED**

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS:

Menachem Hojda from the Oak Park School District was present to provide an update on Oak Park Schools

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS:

Mayor McClellan opened the Public Hearing on Special Assessment Districts 704, 705, 706, and 707 at 7:12 p.m. and invited interested parties to speak. Richelle Ivey, 15311 Oak Park Blvd. expressed concerns about her sidewalk replacement. The special assessment exceptions listed below were read into the record then Mayor McClellan closed the Public Hearing at 7:35 p.m.

CM-04-105-23 **(AGENDA ITEM #8A) PUBLIC HEARING AND ADOPTION OF SPECIAL ASSESSMENT RESOLUTIONS TO CONFIRM THE ROLLS AND SET THE DUE DATE OF MAY 17, 2023 TOGETHER WITH PENALTY OF TEN PERCENT (10%) FOR SPECIAL ASSESSMENT DISTRICTS #704 - DELINQUENT UTILITIES; #705 – DELINQUENT FALSE ALARMS; #706 – DELINQUENT PROPERTY BLIGHT INVOICES; AND #707 - DELINQUENT SIDEWALK REPLACEMENT INVOICES – APPROVED**

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to adopt the following Special Assessment Resolution (No. 9) confirming the rolls, and Special Assessment Resolution (No. 10) setting the due date of May 17, 2023 with penalty for Special Assessment districts: No. 704 – Unpaid Utility Invoices; No. 705 – Unpaid False Alarm Invoices; and No. 706 – Unpaid Property Blight Invoices; and No. 707 - Delinquent Sidewalk Replacement Invoices and withholding the temporary exceptions pending further review by the City Manager to report back to the City Council as to whether they will be kept on the Roll, added on at a later date or removed permanently:

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 9

DISTRICT NO. 704
DISTRICT NO. 705
DISTRICT NO. 706
DISTRICT NO. 707

The Mayor announced that this was the time set to review the Special Assessment Roll as prepared and revised by the City Assessor for unpaid expenses incurred on private premises, assessed in Special Assessment Rolls No. 704, 705, 706, and 707.

There were objections received as follows:

SAD	Address	Parcel ID #
704 - Unpaid Utility Invoices		
	14231 LINCOLN	52-25-19-402-005
	22171 SCOTIA	52-25-32-129-016
	24220 GENEVA	52-25-29-252-010
	24331 SENECA	52-25-29-253-013
	10731 TROY	52-25-32-202-006
	13320 IRVINE	52-25-29-302-042
	24110 RENSSELAER	52-25-29-257-002
	23090 CLOVERLAWN	52-25-30-454-009
	10150 OAK PARK BLVD	52-25-29-428-011
	21931 VALE	52-25-32-104-036
707 - Unpaid Sidewalk Replacement Invoices		
	15311 OAK PARK BLVD	52-25-30-302-006
	24631 MANISTEE	52-25-29-226-032
	24601 ONEIDA	52-25-29-203-020
	24331 SENECA	52-25-29-253-013
	24200 RENSSELAER	52-25-29-253-012
	24220 GENEVA	52-25-29-252-010
	24660 WESTHAMPTON	52-25-30-228-011
	24341 SHERMAN	52-25-28-176-026
	24201 RENSSELAER	52-25-29-252-026
	24020 MANISTEE	52-25-29-281-010
	23160 PARKLAWN	52-25-30-476-001
	24530 MANISTEE	52-25-29-227-001
	10740 OAK PARK BLVD	52-25-29-401-016
	24231 MAJESTIC	52-25-29-277-019
	24640 ONEIDA	52-25-29-226-009
	10150 OAK PARK BLVD	52-25-29-428-011

BE IT RESOLVED that Special Assessment Rolls No. 704, 705, 706, and 707 as prepared and revised by the City Assessor, are hereby confirmed.

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 10

DISTRICT NO. 704
DISTRICT NO. 705
DISTRICT NO. 706
DISTRICT NO. 707

At a Regular Meeting of the City Council of the City of Oak Park, held the 3rd day of April 2023 at 7:00 P.M., City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237.

WHEREAS, by resolution adopted April 3, 2023, Special Assessment Rolls No. 704, 705, 706, and 707 were confirmed by the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on May 17, 2023, in full, together with a penalty of ten percent (10%).

BE IT FURTHER RESOLVED THAT: An unpaid installment of said Special Assessment Roll shall bear penalty at an annual rate of five percent (5%) after due date May 17, 2023.

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

MOTION DECLARED ADOPTED

(AGENDA ITEM #8B) Public Hearing to receive public comments on the re-programming of the 2022 Community Development Block Grant (CDBG) funds

Mayor McClellan opened the public hearing to receive public comments for the re-programming of the 2022 Community Development Block Grant funds at 7:43 p.m. There were no members of the public who wished to speak and there were no written comments received to enter into the record. The public hearing was closed at 7:44 p.m.

CM-04-106-23 **(AGENDA ITEM #8C) RESOLUTION APPROVING THE RECOMMENDED RE-PROGRAMMING OF THE 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION AND SUB RECIPIENT AGREEMENT ON BEHALF OF THE CITY - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following resolution approving the re-programming allocation of the 2022 Community Development Block Grant Funds and to authorize Mayor McClellan to sign the application and sub recipient agreement on behalf of the City:

RESOLUTION APPROVING THE RE-PROGRAMMING ALLOCATION OF PROGRAM YEAR 2022 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 April 3, 2023 for the purposes of receiving comments regarding the proposed re-programming use of Program Year 2022 Community Development Block Grant funds in the approximate amount of $124,409; 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	$84,409.00
172160-732170	Public Service/Yard Services	$40,000.00

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.

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

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

SPECIAL LICENSES:

CM-04-107-23 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – ARTS AND CULTURAL DIVERSITY COMMISSION – WORLD DANCE DAY – APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following special event request subject to all departmental approvals:

Name	Event	Fee
Arts and Cultural Diversity Commission	World Dance Day – Community Center April 29, 2023 4:00 p.m. – 6:00 p.m.	Fees waived

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS: **None**

BIDS:

CM-04-108-23 **(AGENDA ITEM #12A) REQUEST TO APPROVE THE PROPOSAL FROM TESTING ENGINEERS & CONSULTANTS (TEC) OF TROY, MI TO PROVIDE THE CONSTRUCTION TESTING AND GEOTECHNICAL ENGINEERING CONSULTING FOR THE NOT-TO-EXCEED AMOUNT OF $60,380.00 - APPROVED**

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the proposal from Testing Engineers & Consultants (TEC) of Troy, MI to provide the construction testing and geotechnical engineering consulting for the not-to-exceed amount of $60,380.00.

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

MOTION DECLARED ADOPTED

Municipal Services Director Barrett reported a request for proposal were sent to seven (7) local engineering consultants that provide both geotechnical reports and construction materials testing. Three (3) proposals were returned to us by the March 17, 2023 deadline. This proposal will cover sampling and testing the construction materials on the 2023 Water Main and Road Replacement Project, M-750. They will also provide geotechnical sampling, testing, and reports for Capital Ave (Coolidge to Rosewood), Northfield Ave (Condon to Rosewood), and Oak Park Boulevard (Greenfield to Church). The lowest proposal we received that had the full scope of work was from Testing Engineers & Consultants (TEC) for the not-to-exceed value of $60,380.00.

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Economic Development and Planning

(AGENDA ITEM #15A) Tax Foreclosure 2022 update. Jim Budziak from FPJ Investments was present to provide an update on foreclosure properties that have been rehabilitated by his company.

Administration

CM-04-109-23 **(AGENDA ITEM #15B) REQUEST TO APPROVE THE FINAL TERMS OF ENGAGEMENT WITH THE KAPLAN LAW FIRM FOR CITY PROSECUTORIAL SERVICES - APPROVED**

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the final Terms of Engagement with the Kaplan Law Firm for City Prosecutorial Services.

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

MOTION DECLARED ADOPTED

Department of Public Works

CM-04-110-23 **(AGENDA ITEM #15C) REQUEST TO APPROVE A ONE-YEAR LEASE EXTENSION FOR 13650 OAK PARK BLVD., SUITE A TO HATZALAH SUBJECT TO REVIEW BY THE CITY ATTORNEY - APPROVED**

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve a one-year lease extension for 13650 Oak Park Blvd., Suite A to Hatzalah subject to review by the city attorney.

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

MOTION DECLARED ADOPTED

DPW Director DeCoster explained the City of Oak Park is currently leasing space (13650 Oak Park Blvd, Suite A) to the non-profit group Hatzalah of Michigan (Hatzalah). The current one-year lease expires on April 30, 2023. Hatzalah has expressed interest in extending the lease for an additional year, May 1, 2023 through April 30, 2024. This year's lease extension includes a modest increase in rent as well as the lease of additional space. Hatzalah has occupied this space for the past six years.

Engineering

(AGENDA ITEM #15D) REQUEST TO APPROVE A CONTRACT WITH FORGOTTEN HARVEST FOR REIMBURSEMENT FOR THE WIDENING OF THE HUBBELL AVE. INTERSECTION WITH EIGHT MILE ROAD **(Removed from the agenda)**

(AGENDA ITEM #15E) REQUEST TO APPROVE A CONTRACT WITH MDOT FOR THE WIDENING OF THE HUBBELL AVE. INTERSECTION WITH EIGHT MILE ROAD **(Removed from the agenda)**

CALL TO THE AUDIENCE:

Kenneth Sherman, 23840 Jerome, discussed the new fence along Greenfield Road, water flooding at Coolidge and Morton, and the Opioid Settlement.

Menacham Hojda discussed recent changes to the Oak Park School Board.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:26 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
April 3, 2023
6:00 PM

MINUTES

Mayor McClellan called the special meeting to order at 6:05 p.m. in the Executive Conference Room of Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor ProTem Edgar, Council Member Whitehead, Council Member Burns

ABSENT: Council Member Radner

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

SPECIAL BUSINESS:

(AGENDA ITEM A) Consider options for Recreation Plan funding.

City Manager Tungate presented options that would help fund proposed amenities identified as priorities in the Recreation Master Plan. A copy of the presentation is on file with the City Clerk.

SCM-04-092-23 MOTION TO PROCEED WITH DEVELOPING BALLOT LANGUAGE FOR THE NOVEMBER 7, 2023 GENERAL CITY ELECTION - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to proceed with developing ballot language for the November 7, 2023 General City Election for the following proposals:

1. Headlee Override to pay for capital improvements, recreation, and general operating of 2.3714 mils

2. Up to 4 mils to pay for debt service for capital improvements (proceeds will fund a new community center and recreation amenities)

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

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

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:50 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 17, 2023

SUBJECT: Final Payment Application No. 3 for the 2022 Joint and Crack Sealing Project, M-734.

DEPARTMENT: Municipal Services – Engineering *KMG*

SUMMARY: Attached is Final Payment Application No. 3 for the 2022 Joint and Crack Sealing Project, M-734 by Michigan Joint Sealing of Farmington Hills, Michigan. This project is sealing the joints and cracks in the pavement in the areas shown on the attached map. This project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	$100,179.60
Change Order No. 1	$ (3,956.72)
New Contract Amount:	$ 96,222.88
Total Completed to Date:	$ 96,222.88
Less Retainage:	$ 0.00
Net Earned:	$ 95,222.88
Deductions:	$ 0.00
Balance:	$ 95,222.88
Payments to Date:	$ 95,222.88
Amount Due Michigan Joint Sealing:	$ 1,000.00

RECOMMENDED ACTION: It is recommended that Final Payment Application No. 3 for the 2022 Joint and Crack Sealing Project to Michigan Joint Sealing of Farmington Hills, Michigan be approved for the amount of $1,000.00. Funding is available in the Local Streets Fund 203-18-479-970 for this expenditure.

APPROVALS:

City Manager: ET Department Director: *KMG*

Director of Finance: SC Legal: NA

Budgeted: ☐

EXHIBITS: Payment Application No. 3, map

PAYMENT APPLICATION

PROJECT: 2022 JOINT & CRACK SEALING PROJECT

OWNER: CITY OF OAK PARK, MICHIGAN

CONTRACTOR: MICHIGAN JOINT SEALING, INC.
28830 WEST EIGHT MILE RD.
FARMINGTON HILLS, MI 48336

JOB NUMBER: M-734

APPLICATION NO.: 3 FINAL

PERIOD ENDING: 4/6/2023

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Rout & Seal Joints & Cracks, Modified SP	123,555	LFT	$0.63	0	$0.00	117,986	$74,331.18
2	Joint Sealing Compound, Modified SP	35,301.50	LBS	$0.63	0	$0.00	34,590	$21,791.70
3	Minor Traffic Devices, Modified SP	1	LSUM	$100.00	0	$0.00	1	$100.00
				Period Total Amount:		**$0.00**	**Amount to Date:**	**$96,222.88**

Current Contract Amount:	**$100,179.60**
Proposed Change Order #1:	**($3,956.72)**
Proposed New Contract Amount:	**$96,222.88**

Earnings This Period:	$0.00
Total Earnings to Date:	$96,222.88
Less Retainage:	$0.00
Net Earned:	$96,222.88
Deductions:	$0.00
Balance:	$96,222.88
Payments to Date:	$95,222.88

AMOUNT DUE MICHIGAN JOINT SEALING INC.: $1,000.00

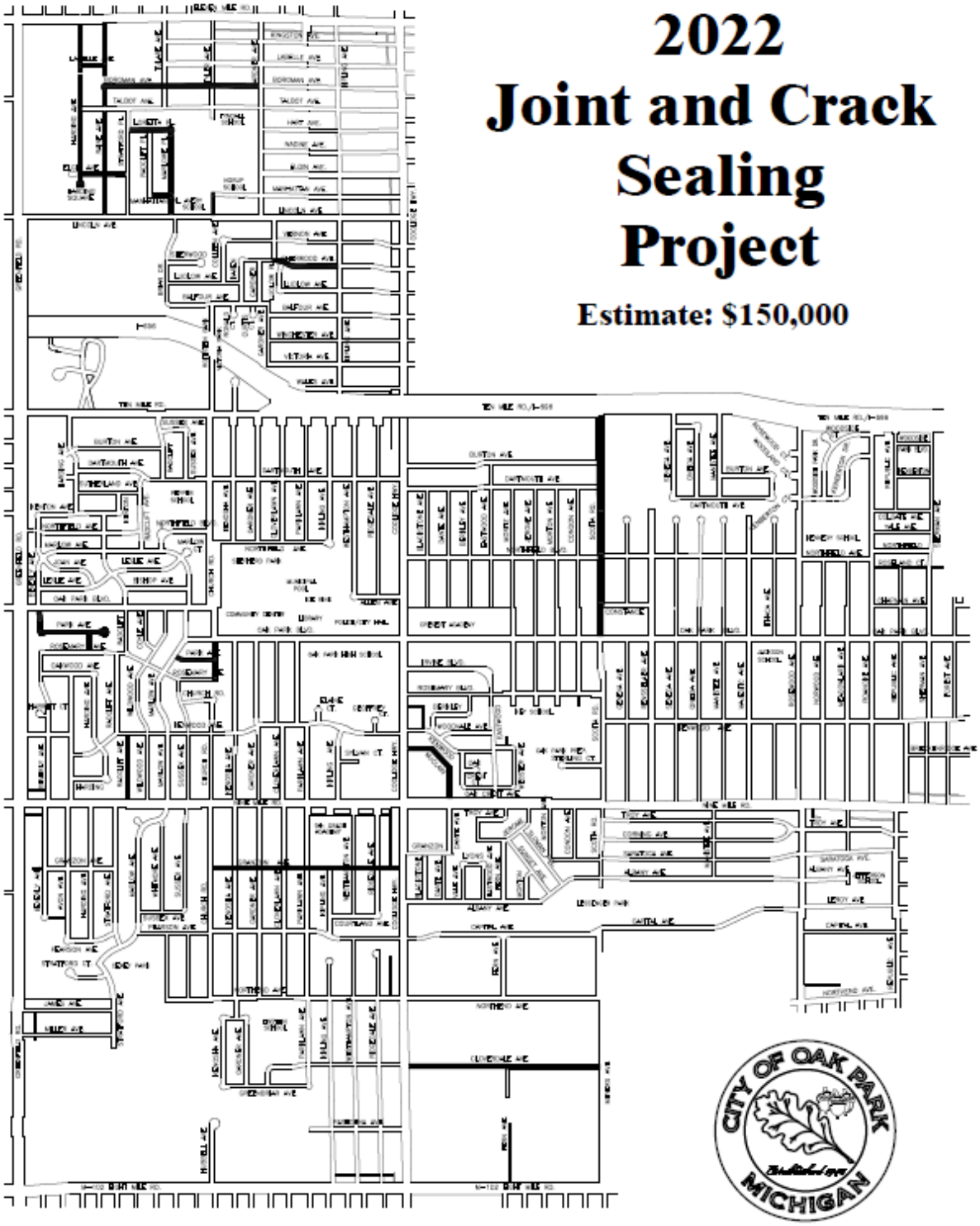
Accepted By: DAVID K BACCI
DAVID K BACCI (Apr 12, 2023 11:18 EDT)
Michigan Joint Sealing Inc.

Date: Apr 12, 2023

Approved By: Kara M. Grisamer
Kara Grisamer, P.E, City Engineer
City of Oak Park, Michigan

Date: Apr 12, 2023

City of Oak Park



2022 Joint and Crack Sealing Project

Estimate: $150,000

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 17, 2023

SUBJECT: Final Payment Application No. 2 for the 2021 Sewer Lining Project, M-717.

DEPARTMENT: Municipal Services – Engineering *KMG*

SUMMARY: Attached is Final Payment Application No. 2 for the 2021 Sewer Lining Project, M-717 by Inland Waters Pollution Control of Detroit, Michigan. This project rehabilitated damaged sewer mains throughout the City. This project is 100% complete.

FINANCIAL STATEMENT:

Original Approved Amount:	$ 289,267.00
Proposed Change Order no. 1:	$ 5,088.20
New Contract Amount:	$ 294,355.20
Total Completed to Date:	$ 294,355.20
Less Retainage:	$ 0.00
Net Earned:	$ 289,355.20
Deductions:	$ 0.00
Balance:	$ 294,355.20
Payments to Date:	$ 289,355.20
Amount Due Inland Waters Pollution Control Inc.:	$ 5,000.00

RECOMMENDED ACTION: It is recommended that Final Payment Application No. 2 for the 2021 Sewer Lining Project, M-717 be approved to Inland Waters Pollution Control Inc. for the amount of $5,000.00. Funding is available in the Water & Sewer Fund (592-18-550-970) for this project.

APPROVALS:

City Manager: ET Department Director: *KMG*

Director of Finance: SC Legal: NA

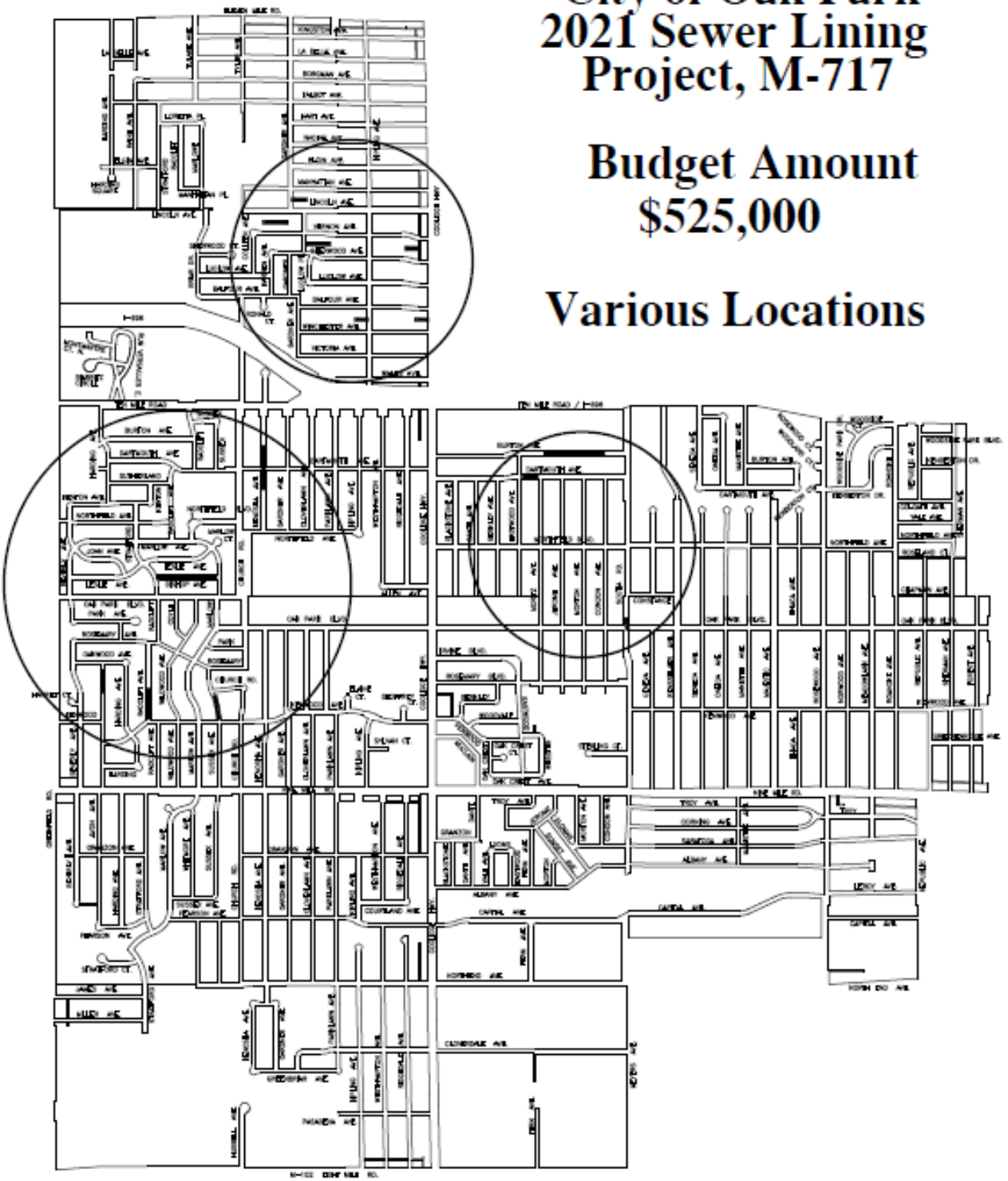
Budgeted: ☐

EXHIBITS: Payment Application No. 2, Map

City of Oak Park
2021 Sewer Lining Project, M-717

Budget Amount
$525,000

Various Locations



MERCHANT'S LICENSES - APRIL 17, 2023

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
TIRE WHOLESALERS COMPANY	15100 W EIGHT MILE RD	$150.00	WHOLESALER
PRIMESTAR ASSET LLC	25900 GREENFIELD RD # 204	$150.00	OFFICE

RENEWALS FOR 2023	ADDRESS	FEES	BUSINESS TYPE
DESIGN METAL INC	10841 CAPITAL AVE	$187.50	SHEET METAL
GIFT ME CHOCOLATE & ENTERTAINMENT	22133 COOLIDGE HWY	$225.00	RETAIL
STORAGE SENSE - OAK PARK	15200 W EIGHT MILE RD	$150.00	STORAGE FACILITY
SALON TRULY BLESSED RELOADED	21700 GREENFIELD RD # 104B	$225.00	SALON
DTOWN GRILLZ LLC	21700 GREENFIELD RD # 343	$225.00	JEWELRY
WOODSHED STUDIOS OAK PARK INC	8130 W NINE MILE RD	$225.00	STUDIO
LIFE LINE NATION	8700 W NINE MILE RD	$225.00	MEDIA
BOSS BABES LLC	8970 W NINE MILE RD	$225.00	RETAIL
ROYAL VAPE LLC	13241 TEN MILE	$225.00	RETAIL
OAK PARK DIALYSIS	13481 TEN MILE	$187.50	MEDICAL OFFICE

GARAN LUCOW MILLER P.C.
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 606792

April 13, 2023

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 Friday, March 31, 2023

$13,333.34 Fee Total

Costs Advanced:

Date	Description	Amount
03/28/23	Fee to Michigan Civil Process dba Sherlock Inve for subpoena service to Kyong Yi.	92.00
03/28/23	Fee to Michigan Civil Process dba Sherlock Inve for subpoena service to Yong Yi.	92.00
	Total Costs Advanced	**$ 184.00**

Total Fees and Disbursements: $13,517.34

Collective Bargaining Agreement Two-Year Extension

The City of Oak Park (hereinafter, "City) and the POLC representing the OPDPS Command Officers Association. (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2024;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2021 - June 30, 2024;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of two (2) years, which shall now expire on June 30, 2026.

2. Wages:

   May 1, 2023: 5%
   July 1, 2023: 2%
   July 1, 2024: 2%
   July 1, 2025: 0%, provided, however, the parties agree that if the annual CPI for 2024 exceeds 2%, there shall be a wage reopener.

3. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

City of Oak Park		POLC representing the OPDPS Command Officers Association.	
By:	Date:	By:	Date:
By:	Date:	By:	Date:
By:	Date:	By:	Date:

Collective Bargaining Agreement Two-Year Extension

The City of Oak Park (hereinafter, "City) and the Police Officers Association of Michigan (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2024;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2021 - June 30, 2024;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of two (2) years, which shall now expire on June 30, 2026.

2. Wages:

   May 1, 2023: 5%
   July 1, 2023: 2%
   July 1, 2024: 2%
   July 1, 2025: 0%, provided, however, the parties agree that if the annual CPI for 2024 exceeds 2%, there shall be a wage reopener.

3. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

City of Oak Park		POAM	
_____		_____	
By:	Date:	By:	Date:
_____		_____	
By:	Date:	By:	Date:
_____		_____	
By:	Date:	By:	Date:

Collective Bargaining Agreement Two-Year Extension

The City of Oak Park (hereinafter, "City) and the Police Officers Association of Michigan – Dispatch Unit of Michigan (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2024;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2021 - June 30, 2024;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of two (2) years, which shall now expire on June 30, 2026.

2. Wages:

   May 1, 2023: 5%
   July 1, 2023: 1.5%
   July 1, 2024: 1.5%
   July 1, 2025: 0%, provided, however, the parties agree that if the annual CPI for 2024 exceeds 2%, there shall be a wage reopener.

3. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

City of Oak Park		POAM – DISPATCH UNIT	
_____		_____	
By:	Date:	By:	Date:
_____		_____	
By:	Date:	By:	Date:
_____		_____	
By:	Date:	By:	Date:

Collective Bargaining Agreement Two-Year Extension

The City of Oak Park (hereinafter, "City) and the Technical and Professional Officeworkers of Michigan (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2024;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2021 - June 30, 2024;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of two (2) years, which shall now expire on June 30, 2026.

2. Wages:

   May 1, 2023: 5%
   July 1, 2023: 1.5%
   July 1, 2024: 1.5%
   July 1, 2025: 0%, provided, however, the parties agree that if the annual CPI for 2024 exceeds 2%, there shall be a wage reopener.

3. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

City of Oak Park		TPOAM	
_____		_____	
By:	Date:	By:	Date:
_____		_____	
By:	Date:	By:	Date:
_____		_____	
By:	Date:	By:	Date:

15C

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 17, 2023

SUBJECT: Contract with Forgotten Harvest for reimbursement for the widening of the Hubbell Ave intersection with Eight Mile, part of M-741.

DEPARTMENT: Engineering - *KMG*

SUMMARY: Attached is the contract with Forgotten Harvest to reimburse the City for the work that will be completed at Eight Mile and Hubble Ave, part of M-741. The resurfacing project is on hold, but the previously agreed to widening work at Hubbell Ave is proceeding with the MDOT project. The total reimbursement amount for this agreement is $40,000.00.

RECOMMENDED ACTION: It is recommended that the contract be signed by the City Manager and approved by City Council.

APPROVALS:

City Manager: ET Finance Director: SC

Department Director: KMG

Legal: _____

Budgeted: ☐

EXHIBITS: Forgotten Harvest Eight Mile-Hubbell Contract

MICHIGAN DEPARTMENT OF TRANSPORTATION
PROJECT FUNDING AGREEMENT

THIS PROJECT FUNDING AGREEMENT ("Agreement") is made and entered into as of April 17, 2023, 2023, by and between Forgotten Harvest, Inc., a Michigan nonprofit corporation ("Forgotten Harvest") and the City of Oak Park, Michigan, a Michigan municipal corporation (the "City").

RECITALS:

A. On or about April 17, 2023, the City entered into Contract No. 23-5020 (the "Contract") with the Michigan Department of Transportation ("MDOT") whereby the City agreed to complete certain road improvements for the benefit of Forgotten Harvest, including, but not limited to, widening work for the northern intersection of Hubbell Avenue and 8 Mile Road; removal and replacement of existing curb and gutter; removal and replacement of pavement; and adjustments to drainage structures.

B. Forgotten Harvest is a third party beneficiary of the Contract executed by MDOT and the City. The contract is incorporated by reference in its entirety into this Funding Agreement and attached hereto as Exhibit A.

C. Pursuant to the City's contract with MDOT, the Project has been approved for financing, in part, with TED FUNDS. The estimated Project cost of $200,200 shall be covered, in part, by contributions from TED FUNDS up to an amount not to exceed the lesser of (1) 80 percent of the approved and responsible low bid amount; or (2) $160,200.00.

D. The City will incur costs for the Project consisting of the balance, if any, of the Project Cost after deduction of TED FUNDS. These costs may include, but are not limited to, preliminary engineering; construction engineering, inspection and right-of-way acquisition; costs for administration of the Project; Project design; Project plans and specifications; permits and approvals; bodily injury and property damage insurance; owner's protective liability insurance; and any other costs and expenses incurred in the performance of the Project work (collectively, "Additional Costs"). These Additional Costs may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals.

E. The City has determined that the Project for the benefit of Forgotten Harvest constitutes the performance of an essential public function, which protects and promotes the public health, safety, and welfare; and

F. The parties are entering into this Agreement to establish the guidelines and procedure for Forgotten Harvest's payment of all Project Costs, after deduction of TED FUNDS.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, Forgotten Harvest and the City agree as follows:

1. **Definitions**

"TED FUNDS" are defined as funds from the State of Michigan appropriated to the Transportation Economic Development Fund pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended.

"Project" is defined as widening work for the northern intersection of Hubbell Avenue and 8 Mile Road completed pursuant to the Contract executed between MDOT and the City (attached as Exhibit A); including removal and replacement of existing curb and gutter, removal and replacement of pavement, and adjustments to drainage structures.

"Project Cost" is defined as the costs and expenses incurred by the City to complete the Project, including the costs of physical construction necessary for the completion of the Project as determined by MDOT and any Additional Costs.

2. **The Contract**

The City's Contract with MDOT, Contract No. 23-5020, which the City Council approved on April 17, 2023, is attached hereto as **Exhibit A** and is incorporated herein by reference. To the extent provisions of the Contract conflict with this Agreement, the terms and conditions of the Contract control. To the extent provisions of the Contract or this Agreement conflict with PA 231, Section 11(3)(a); Public Act of 1987, as amended, the Act controls.

3. **Terms of Agreement.** In accordance with the Contract, the City shall advertise and award the project work based on an open competitive bid process. The City's award of the construction contract shall be subject to receipt of a notice to proceed from MDOT. The City's obligations under the Contract shall include the retention of a project engineer to administer the Project and to ensure compliance with the plans and specifications. The City shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the Project for the benefit of Forgotten Harvest.

   a. As consideration for the City's agreement to fully perform its obligations under the Contract, Forgotten Harvest agrees that it will assume sole responsibility for payment of the Project Costs, after deduction of TED FUNDS, directly to the authorized vendors and contractors as designated by the City within 30 days of invoicing. Forgotten Harvest shall be responsible for the payment of all Project Costs incurred in the performance of the Project to the extent these costs and expenses are not covered by TED FUNDS. Forgotten Harvest acknowledges and agrees that as of the date of this Agreement, MDOT has estimated the total Project Cost to be $200,200.00. After application of the available TED FUNDS, Forgotten Harvest's share of the Project Cost is estimated to be $40,000.00. The $40,000.00 represents a current estimate of Forgotten Harvest's share and is not intended to be a representation or warranty by the City that costs will

not increase or change during the course of the Project. Forgotten Harvest agrees to assume responsibility for payment of any Project Cost increases.

b. No City Council member or any other City of Oak Park official, employee, agent, consultant, advisor, attorney or representative shall be personally liable to Forgotten Harvest in the event of any default or breach by any party or on any obligations under the terms of this Agreement.

c. Forgotten Harvest releases from and covenants and agrees that the City shall not be liable for, and Forgotten Harvest agrees to indemnify, defend and hold harmless the City, its officials, employees, agents, consultants, advisors, attorneys and representatives thereof against any losses, demands, claims, actions, suits, judgments, damages, liabilities, penalties, costs and expenses (including without limitation the fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by the City or any above-listed person and which result from, relate to, or arise out of any of the following:

i. The failure to remit payment for costs and expenses incurred for the Project in connection with the activities undertaken on Forgotten Harvest's behalf pursuant to the terms of the MDOT Contract or this Agreement;

ii. The misuse of TED FUNDS by Forgotten Harvest, including any order, ruling, or instruction to repay or refund the State of Michigan for any amounts paid on behalf of Forgotten Harvest under this Agreement.

4. **Freedom of Information Act**. Forgotten Harvest agrees that this Agreement and any payments made by the City pursuant to this Agreement and/or the MDOT Contract shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Forgotten Harvest as it relates to this Agreement and supporting documentation.

5. **Modification**. This Agreement may be modified by mutual agreement of the parties to this Agreement.

6. **Notices**. All notices shall be given by courier service or registered or certified mail addressed to the parties at their respective addresses as shown below their signatures to this Agreement with courtesy copies to be provided by electronic mail ("e-mail"). Either party may change the address by written notice sent by courier service, registered or certified mail to the other party.

7. **Joint Agreement.** Forgotten Harvest and the City, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement,

participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of all parties. Forgotten Harvest and the City fully accept and agree to the final terms, conditions, requirements and obligations of this Agreement.

8. **Assignment.** The interest of any party under this Agreement shall not be assignable.

9. **Governing Law.** This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in the courts of the State of Michigan.

10. **Non-Waiver**. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless provided expressly herein.

11. **Entire Agreement**. If any part of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination shall apply only to the voided part and not to the Agreement as a whole.

12. **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

13. **Binding Effect**. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

[Signatures Continued Next Page]

In witness whereof, the parties have executed this Agreement as of the date the last party signs the Agreement.

FORGOTTEN HARVEST, INC.

By: _____

CEO

Its:

Address for Notice:
Attn: Adrian Lewis, Resident Agent
15000 Eight Mile Road
Oak Park MI 48237

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me this 7th day of April, 2023, by Debora Martin.

DEBORA MARTIN
Notary Public - State of Michigan
County of Oakland
My Commission Expires May 4, 2029
Acting in the County of Oakland

DEBORA MARTIN

Print Name:
Notary Public
Oakland County, Michigan
My Commission Expires May 4, 2029

[Signatures Continued Next Page]

CITY OF OAK PARK,
a Michigan Municipal Corporation

_____
Erik Tungate
Its: City Manager
14000 Oak Park Boulevard
Oak Park, Michigan 48237

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing Reimbursement Agreement was acknowledged before me this ___ day of _____, 2023, by Erik Tungate, City Manager of the City of Oak Park.

_____
Print Name:
Notary Public
Oakland County, Michigan
My Commission Expires _____

[End of Document]

EXHIBIT A

[Attach executed Contract 23-5020 between Michigan Department of Transportation and City of Oak Park]

15D

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 17, 2023

SUBJECT: Contract with MDOT for the widening of the Hubbell Ave intersection with Eight Mile, part of M-741.

DEPARTMENT: Engineering - *KMG*

SUMMARY: Attached is the contract with MDOT for the work that will be completed at Eight Mile and Hubble Ave, part of M-741. The resurfacing project is on hold, but the previously agreed to widening work at Hubbell Ave is proceeding with the MDOT project. The total cost of this agreement is $40,000.00, and will be reimbursed with grant money awarded to Forgotten Harvest.

RECOMMENDED ACTION: It is recommended that the contract be signed by the City Manager and approved by City Council.

APPROVALS:

City Manager: ET Finance Director: SC

Department Director: KMG

Legal: _____

Budgeted: ☐

EXHIBITS: MDOT Eight Mile-Hubbell Contract

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section NH 82143
Job Number 210075CON
Fed Project # 22A0637
Contract 23-5020

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-102 (Eight Mile Road), within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning hot mix asphalt cold milling and resurfacing work along Highway M-102 (Eight Mile Road) from Highway M-1 (Woodward Avenue) to Highway M-53 (Van Dyke Avenue); and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway M-102 (Eight Mile Road) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Intersection improvement work at the intersection of Highway M-102 (Eight Mile Road) and Hubbell Avenue, including concrete pavement, curb and gutter, and drainage structure work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: $200,200; and

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT, or portions of the PROJECT, as described by this contract qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987 and categorized as:

A FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be met in part by contributions by State TED FUNDS. State TED FUNDS Category A shall be applied to the eligible items of PROJECT COST at a participation ratio equal to 80 percent. The remaining balance of the PROJECT COST, after deduction of State TED FUNDS, shall be charged to and paid by the CITY in the manner and at the times hereinafter set forth.

TOTAL ESTIMATED COST	STATE TED FUNDS	CITY'S SHARE
$200,200	$160,200	$40,000

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than $1,000 shall be made unless it is a final or

end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

10. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF OAK PARK

By_____
Title: Mayor

By_____
Title: City Manager

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

B. **Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

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

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 17, 2023 **AGENDA #**

SUBJECT: Proposal for professional services to provide construction engineering, contract administration, inspection, and construction staking for the Nine Mile Rehabilitation Project.

DEPARTMENT: Municipal Services – Engineering *KMG*

SUMMARY: The City of Oak Park and the City of Ferndale have been awarded Federal Aid funds for a pavement rehabilitation project on Nine Mile Road from Cloverlawn to Pinecrest. Attached is a proposal from OHM Advisors to provide construction engineering, contract administration, inspection, and construction staking services for this project. This proposal will cover the all of the required documentation to assist in the successful completion of this project. This project is partially funded by the Federal Aid Committee funds.

RECOMMENDED ACTION: It is recommended that City Council approve the attached proposal from OHM Advisors to provide construction engineering, contract administration, inspection, and construction staking services for the hourly, not to exceed, cost of $457,000.00 upon review by the City Attorney's office. These project expenditures will be partially reimbursed through the Federal Aid Committee funds. There is $2,100,000.00 budgeted in FY 2023-24 for this work in the Major Streets fund (202-18-479-970.000).

APPROVALS:

City Manager: ET

Department Director: *KMG*

Finance Director: SC

City Attorney: _____

Budgeted: ☐

EXHIBITS: OHM Proposal

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities

March 27, 2023

Kara Grisamer, PE
City Engineer
City of Oak Park – Technical and Planning
14300 Oak Park Blvd
Oak Park, MI 48237

RE: Proposal for Construction Engineering Services – Nine Mile Road Rehabilitation, Cloverlawn Street to Pinecrest Drive, Cities of Oak Park and Ferndale – MDOT JN's 212901, 210732

Dear Ms. Grisamer,

OHM Advisors is pleased to submit this proposal for construction engineering, contract administration, inspection, and construction staking for the Nine Mile Rehabilitation Project.

Attached is Exhibit A defining our Scope of Services, fee, and proposed schedule. Exhibit B is the scope of services of our material testing subconsultant, G2 Consulting Group. Attachment 1 is breakdown of project costs. Attachment 2 is OHM's hourly rate sheet. Lastly, the attached the City of Oak Park's Standard Terms and Conditions and as shown as Attachment 3, are incorporated into this proposal by reference.

We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute the agreement below and return a copy to us for our files.

Very truly yours,
ORCHARD, HILTZ & McCLIMENT, INC.

Mark Loch, P.E.
Sr. Project Manager

EXHIBIT A

NINE MILE ROAD – CLOVERLAWN STREET TO PINECREST DRIVE REHABILITATION PROJECT

SCOPE OF CONSTRUCTION SERVICES

I. GENERAL

This project consists of an asphalt overlay and related pavement improvements for the rehabilitation of Nine Mile Road, Cloverlawn Street (Oak Park) to Pinecrest Drive (Ferndale).

II. SCOPE OF SERVICES & SCHEDULE

A. Scope of Services

All services proposed below apply to work in both communities, the City of Oak Park, and the City of Ferndale (known collectively as CITY). The CONSULTANT will provide the following construction engineering services:

1. Construction Engineering services consisting of the supervision of the construction observation staff to provide appropriate project staffing and project documentation, shop drawing review, resolution of construction issues/problems which may arise, review and recommendations to the CITY regarding claims from the contractor(s) including preparation of contract modifications, if required, prompt complaint resolution, review of project progress for compliance with approved schedule and recommendations to the CITY for penalties and/or changes in the time of completion of projects. Coordinating the efforts of the materials testing subconsultant and reviewing materials testing reports to check for compliance with contract documents and make appropriate recommendations (when needed) to the CITY. The CONSULTANT shall lead the preconstruction conference and the bi-weekly progress meetings.

   Coordination with business owners along the project limits will be required. Effort is included to prepare monthly construction update flyers and distribute them to the affected business owners. The CONSULTANT will also be available to attend council meetings to provide construction updates, as required.

2. Contract Administration Services consisting of the preparation of monthly pay estimates based on quantities provided with the construction daily reports. It shall include assistance to the CITY'S Project Manager in the resolution of claims and/or contract document interpretation. It shall also include project closeout consisting of final pay estimate preparation, obtaining closeout documents required from the contractor and a balancing contract modification reflecting all increases, decreases, credits and/or extras to the Contract. The CONSULTANT shall work with the Contractor and MDOT to perform project closeout.

3. Stakeout Services will consist of sidewalk ramp layout, and possibly some longer stretches of pavement replacement. Restaking will be at an additional charge. Offsets will be discussed with the contractor.

4. Observation Services that consist of the observation of the work progress by the contractor(s) on the days when work is performed. Inspectors' Daily Reports (IDR's) will be prepared documenting pay item quantities and the general work progress for the day. The construction observer will record all quantities, materials, and contractor operations within FieldBook in accordance with procedures as required by MDOT. Checking line and grade for compliance with the survey stakes will also be provided as part of the CONSULTANT'S regular services. The CONSULTANT will also interact with the contractor's supervisory personnel to notify them when work is unacceptable and in need of correction or removal and replacement of specific work elements if the situation warrants.

5. Construction and Materials Testing: Testing services will be provided as outlined in Exhibit #2 by G2 Consulting Group.

6. Record Plans: Record plans will consist of electronic pdf's and/or hardcopies of drawings showing any significant field changes to underground utilities and/or structures.

B. Schedule

CONSULTANT services for construction engineering are based on all work following the Progress Clause in the construction project documents. Construction work is anticipated to start in early May, all work is anticipated to be completed by September 30, 2023, and final completion of restoration by May 24, 2024. This schedule is dependent on the contractor fulfilling their obligations. Delays in the schedule due to the contractor is an acceptable reason for the increase in fee for the CONSULTANT. If the CITY requests significant modifications or changes to the general scope, extent or character of the Project, the time of performance of the services shall be adjusted equitably.

III. CITY RESPONSIBILTY

A. The CITY will attend progress meetings and provide timely direction on issues that develop during the progression of construction.

B. The CITY will assist with public notification of the project and be available to meet with business and/or property owners as issues arise.

C. The CITY will obtain all required grading permits or easements (if necessary) for the project.

IV. COMPENSATION

A. Construction Phase:

1. Derivation of Cost: A breakdown of cost is provided as Attachment 1 to this Exhibit A. CONSULTANT may adjust the hours and cost between the firms as required to meet the scope and schedule.
2. The CITY agrees to pay the CONSULTANT for services on an hourly basis at the current hourly rate schedule (Attachment 2). Payments shall be made monthly per invoices from the CONSULTANT and within 30 days of receipt of the invoices.

B. Additional Services:

Additional services shall be paid for at the current hourly rate schedule or at an agreed upon price between the CITY and CONSULTANT.

C. SUBCONSULTANT Services:

SUBCONSULTANT Services shall be billed out at 1.10 times the cost.

D. Rate Schedule:

Rate schedules may be adjusted annually at the start of the calendar year.

CONSULTING GROUP

March 22, 2023

Mr. Mark R. Loch, P.E.
Senior Project Manager/Associate
OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

RE: Proposal for Construction Materials Testing & Engineering Services
Nine Mile Road Pavement Improvements Project
Cloverlawn Street to Pinecrest Street
City of Oak Park and Ferndale, Michigan
G2 Proposal No. 230192

Mr. Loch:

G2 is pleased to present this proposal for Construction Materials QA Testing & Engineering Services for the 9 Mile Road – Cloverlawn Street to Pinecrest Street paving improvements project in Oak Park and Ferndale, Michigan. This proposal has been prepared based on our experience with similar types of projects and review of project documentation.

PROPOSED SCOPE OF WORK

In general, our construction engineering services shall consist of providing qualified personnel to observe construction activities and advise the OHM Field Representative and/or contractor as to the contractor's compliance with project specifications. We anticipate the scope of our services shall include on-site quality control observation and testing as appropriate, including associated laboratory testing, and timely submittal of field and laboratory test results and project invoices.

Based upon our understanding of the project requirements, we anticipate that our services will be required on an intermittent basis, scheduled at the direction of the OHM field representative. We anticipate that our services shall include following items:

- HMA and PC Concrete Mix Design Review
- Field Density Testing During Underground Utility Installation Backfill, Subbase Compaction, Base Course Installation and Compaction, Retaining Wall Construction, and HMA Laydown Operations
- Field and Laboratory Concrete Testing for Pavement Repairs, Driveway, Curb and Gutter, Sidewalk, and ADA Ramp Upgrades
- HMA Sampling and Laboratory Testing
- Other Construction Operations as directed

PROFESSIONAL FEES

Charges for our construction quality control observation and testing, and related consulting engineering services will be made on an hourly unit and/or test basis in the attached Schedule of Fees and Services.

G2 staff has extensive experience on MDOT LAPs and is familiar with QA test and inspection reporting and documenting requirements. G2 has enjoyed a strong working relationship with OHM and we welcome any suggestion for improving our services. **Based on our experience on similar MDOT local**

agency projects, review of available project information and the anticipated construction value of $3.67 Million Dollars, we estimate our total fees for the project will not exceed $55,000.00.

GENERAL CONDITIONS

We trust this information is sufficient for your present needs. If you have any questions regarding the scope of our Construction Materials QA Testing & Engineering Services, or any other matter pertaining to this project, do not hesitate to call us. As authorization, please prepare a Project Supplement to our Continuing Services Agreement that references this proposal. We appreciate the opportunity to again be of service to OHM Advisors and your local communities.

Sincerely,

G2 Consulting Group, LLC

Jeffrey M. Hayball, P.E.
Project Manager

James L. Berry, P.E.
Project Consultant

JMH/JLB/ljv

Encl: Schedule of Fees

CONSULTING GROUP

Schedule of Fees and Services – 2023 Construction Season

Fees Valid through December 31, 2023

A. Engineering Services

Construction Materials Testing and Engineering Services for field testing and inspection duties, meetings and conferences, recommendations, reporting, and consultation will be furnished in accordance with the following schedule of hourly rates:

Engineering Technician (3 hour minimum charge)	$ 68.00
Senior Engineering Technician (3 hour minimum charge)	$ 78.50
Supervising Engineering Technician (3 hour minimum charge)	$ 95.00
Staff Engineer	$ 105.00
Senior Staff Engineer	$ 121.00
Project Engineer	$ 142.00
Project Manager	$ 182.00
Principal of Firm	$ 200.00

Rates are portal to portal from our Troy, Michigan office.

Overtime rates of 1.5 x base rate apply to field staff time on the project in excess of 8 hours per day or for work on Saturdays, Sundays, and recognized legal holidays.

Technician rates include all concrete field testing equipment costs and report review, preparation, and distribution charges. Engineering time will only be charged for direct involvement in the project.

Daily travel / vehicle charge, which includes all site vehicle usage and communications costs, will be invoiced at $50.00 per day.

Trips to project sites or borrow sources for sample collection / pick-up will be invoiced at a lump sum of $150.00, which includes personnel time and vehicle usage charges.

CONSULTING GROUP

Schedule of Fees and Services – 2023 Construction Season
Fees Valid through December 31, 2023

B. Laboratory Testing Services

Aggregates

Washed Gradations	
1/2" Maximum and smaller	$ 145.00
3/4" Maximum and larger	$ 165.00
Mix Design Verification, per agg. (includes gradation, fineness modulus, adsorption, specific gravity, and unit weight)	$ 325.00
Deleterious Substances - visual pick	$ 110.00
Moisture-Density Tests	
Modified Proctor (ASTM D 1557, AASHTO T 180)-Granular	$ 265.00
Modified Proctor (ASTM D 1557, AASHTO T 180)-Cohesive	$ 375.00
Standard Proctor (ASTM D 698, AASHTO T 99)-Granular	$ 245.00
Standard Proctor (ASTM D 698, AASHTO T 99)-Cohesive	$ 315.00
ASTM D5268 Topsoil Evaluation, per sample (includes grain size, pH and organic content)	$ 275.00
Atterberg Limits (LL, PL, PI) determination	$ 200.00
Grain Size Distribution with Hydrometer Analysis, per sample	$ 215.00

Portland Cement Concrete

Concrete Compression Tests, each (including reserves not tested)	$ 18.00
Flexural Tests on Concrete Beams	$ 140.00
Concrete Mix Design Preparation (ACI 211)	$ 1,250.00

Asphalt Materials, per sample

Extraction Tests (Ignition Furnace)	$ 290.00
Marshall Properties – per set of 3 specimens (stability, flow, unit wt.)	$ 275.00
Superpave Properties – per set of 2 specimens (Gmb)	$ 395.00
Theoretical Maximum Specific Gravity (Gmm by Rice's Method)	$ 175.00

C. Equipment Charges

Nuclear Moisture/Density Gauge, per day	$ 60.00

ATTACHMENT 1

DERIVATION OF COST PROPOSAL

PO #	PROJECT DESCRIPTION:
Full CE Cost Proposal (0037-22-0020)	Nine Mile Road (Oak Park & Ferndale)

CONSULTANT NAME:

ORCHARD, HILTZ & McCLIMENT, INC.

DIRECT LABOR:

Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Sr. Associate	90		$210	$	18,900.00
PE/Arch IV	320		$195	$	62,400.00
Tech IV	590		$148	$	87,320.00
Tech II (Office)	240		$115	$	27,600.00
Tech II (Field)	1,160		$115	$	133,400.00
E/A Aide	699		$75	$	52,425.00
PE/Arch II	33		$162	$	5,346.00
Pro Surv III	10		$170	$	1,700.00
Surveyor III	56		$130	$	7,280.00
Surveyor II	49		$115	$	5,635.00
Total Prime Hours	3,247			Total Labor	$ 402,006.00

DIRECT EXPENSES

None	1 fee @	$	-	= $	0.00
			Total Direct Expenses	$	0.00

SUBCONSULTANTS

G2 Consulting Group	1 fee @	$	55,000.00	= $	55,000.00
			Total Subconsultant	$	55,000.00

TOTAL COSTS	$	457,006.00
USE	**$**	**457,000.00**

PAYMENTS TO THE CONSULTANT

CITY OF OAK PARK

2023 RATE SCHEDULE

OHM Advancing Communities

OHM ADVISORS
2023 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	$195.00
Professional Engineer III / Architect III / Senior Interior Designer III	$178.00
Professional Engineer II / Architect II / Senior Interior Designer II	$162.00
Professional Engineer I / Architect I / Senior Interior Designer I	$152.00
Project Specialist III	$180.00
Project Specialist II	$160.00
Project Specialist I	$135.00
Graduate Engineer IV	$153.00
Graduate Engineer III	$145.00
Graduate Engineer II	$140.00
Graduate Engineer I	$130.00
Graduate Architect III / Landscape Architect III / Interior Designer III	$140.00
Graduate Architect II / Landscape Architect II / Interior Designer II	$122.00
Graduate Architect I / Landscape Architect I / Interior Designer I	$115.00
Technician IV	$148.00
Technician III	$130.00
Technician II	$115.00
Technician I	$96.00
Engineering / Architectural / Interior Design Aide	$75.00
Professional Surveyor III	$170.00
Professional Surveyor II	$158.00
Professional Surveyor I	$142.00
Graduate Surveyor	$128.00
Surveyor III	$130.00
Surveyor II	$115.00
Surveyor I	$100.00
Surveyor Aide	$75.00
Planner IV	$163.00
Planner III	$150.00
Planner II	$127.00
Planner I	$110.00
Planner Aide	$72.00
Graphic Designer	$120.00
Administrative Support	$90.00
Clerical Aide	$75.00
Principal	$230.00
Sr. Associate	$210.00
Associate	$198.00

Rates as reflected subject to review and adjustment on an annual basis.
2023 Public Rates 22-1118

CITY OF OAK PARK
MICHIGAN

STANDARD FORM OF AGREEMENT
WITH CONSULTANT
FOR
PROFESSIONAL SERVICES FOR
NINE MILE ROAD CONSTRUCTION ENGINEERING
(CLOVERLAWN STREET TO PINECREST DRIVE)

THIS AGREEMENT is between the CITY OF OAK PARK, hereinafter called "CITY" or "OWNER" and ORCHARD, HILTZ & McCLIMENT, INC., hereinafter called "CONSULTANT" or "OHM." In consideration of the mutual terms and conditions set forth herein, the parties agree:

1. CONSULTANT shall operate as an independent contractor and not as agent of CITY.

2. CONSULTANT shall provide professional services in accordance with the Scope of Services attached hereto as Exhibit A and incorporated herein by reference and made a part of this Agreement as though herein set forth in full.

   CONSULTANT shall comply with applicable state and county requirements in providing services pursuant to the Agreement.

3. CONSULTANT shall commence services and complete services as set forth in Exhibit A, Schedule.

4. CITY shall pay CONSULTANT according to the rates set forth in Attachment 2, Hourly Rate Schedule, attached hereto and incorporated herein. CONSULTANT shall invoice on a monthly basis. Outside hire charges will be invoiced monthly based on cost incurred to date including CONSULTANT fee of 10 percent for administration, handling, and processing. The total cost of the services rendered pursuant to this agreement shall not exceed $457,000.00. Invoices shall be subject to approval by the CITY OF OAK PARK City Engineer.

5. CITY, without invalidating this Agreement, may order changes in the services within the general scope of this Agreement consisting of additions, deletions or other revisions, and the contract sum and the contract time shall be adjusted accordingly. CONSULTANT shall not order changes in the Scope of Services set forth in Exhibit A without prior written approval by the CITY. All such changes in the services shall be authorized in writing executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services shall be determined in accordance with the fees and/or rates set forth in Paragraph 4 above. If none of the methods set forth in Paragraph 4 above are applicable to the changes, the cost or credit to CITY shall be determined by mutual agreement.

6. CONSULTANT represents that he is skilled in the professional expertise necessary to provide the services under this Agreement.

7. CONSULTANT shall have responsibility for compliance with federal, state, and local requirements pertinent to his employees, methods, and procedures utilized in his performance of this Agreement. Any activity of the CITY in connection with the observation of services being performed by CONSULTANT is not intended to include review of the CONSULTANT'S safety measures or other matters bearing upon the performance of the services by the CONSULTANT.

8. CONSULTANT shall not permit any liens to attach to the work or property involved by reason of the performance of his services.

9. CONSULTANT agrees to indemnify, hold harmless the CITY including the Mayor, Council and any and all of their officials, and employees from and against, loss, damage, charge or expense, to which they or any of them may be put or subjected to arising out of or resulting from negligent acts

or actions, omissions or failure to act on the part of the CONSULTANT, his subconsultants or, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be liable in the performance of the services described in this Agreement. CONSULTANT further agrees that where other consultants or contractors are employed in the work, it will not hold the CITY responsible for loss, damage or injury caused by any fault or negligence of such other consultant or contractor, and, further agrees that it will look solely to said consultants or contractors for recovery from them, or any of them, for any such damage or injury.

10. CONSULTANT shall maintain in effect at all times during performance of the services described in this Agreement at least the coverages and limits of insurance with insurers that are authorized to do business in the State of Michigan and are satisfactory to the CITY set forth in this Paragraph 10. Certificates of all such insurance and evidence of policy endorsement for additional insured and waiver of subrogation requirements, executed by the insurer in form satisfactory to the CITY shall be furnished to the CITY immediately upon execution of this Agreement and prior to CONSULTANT commencing work. Certificates of insurance shall, without any qualification thereto, contain the following statement relative to cancellation:

    "Should any of the described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the named certificate holder".

    a. Worker's Compensation and Employer's Liability for statutory limits required by law.

        (1) The policy shall be endorsed to provide that the insurer waives any right of subrogation it may acquire against the City of Oak Park, their directors, officers, agents and employers by reason of any payment made on account of injury, including death resulting there from, sustained by any employee of the insured.

    b. Liability Insurance required as set forth below:

        (1) Bodily injury coverage in limits not less than $1,000,000 for one person and $1,000,000 for one occurrence. Property damage coverage in a limit not less than $2,000,000.

        or

        (2) Bodily injury and property damage coverage in a combined single limit of not less than $2,000,000.

    The following liability policies shall be endorsed to provide that the City of Oak Park as additional insured there under but only in respect to the services to be performed by CONSULTANT for the CITY, and such policies shall include each of the following types of insurance indicated;

General Liability	Required	Not Required
1) Comprehensive Form	X	
2) Explosion Hazard	X	
3) Collapse Hazard	X	
4) Underground Hazard	X	
5) Completed Operations Hazard	X	
6) Contractual Insurance	X	
7) Broad Form Property Damage	X	
8) Independent Contractors	X	
9) Watercraft Insurance		X

Automobile Liability	Required	Not Required
1) Comprehensive Form	X	
2) Owned	X	
3) Hired	X	
4) Non-Owned	X	

c. Professional Liability insurance in a limit not less than $1,000,000. CONSULTANT will also make an effort to cause professional associates and consultants retained by CONSULTANT for the project services to procure and maintain comparable professional liability insurance coverage.

11. This Agreement may be terminated by CONSULTANT upon seven days' written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement through no fault of CONSULTANT. It may also be terminated by the CITY with or without cause upon seven days written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for services rendered to the date of termination in accordance with Paragraph 4 above.

12. CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as set forth in Exhibit A (Scope of Services), neither the CITY nor CONSULTANT shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

13. CONSULTANT has reviewed the services to be provided and has made his own investigation concerning such services. CONSULTANT has determined that he has sufficient information to enter into this Agreement and perform the services called for herein. CONSULTANT agrees and acknowledges that the CITY has made no representations or warranties concerning the services to be provided and that CONSULTANT has relied solely upon his own review and investigation in entering into this Agreement.

14. All tracings, survey notes and other original documents as instruments of service are and shall remain the property of the CITY upon payment to CONSULTANT for said services.

15. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the CITY and CONSULTANT.

16. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreement are intended to be integrated herein and to be superseded by this written Agreement.

17. In connection with the performance of work and in accordance with applicable federal and state constitutional, statutory, and regulatory provisions under this Agreement, the CONSULTANT agrees not to discriminate against any person, employee or applicant for employment with respect to his or her hire, terms, conditions, or privileges of employment on the basis of race, religion, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The aforesaid provision 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 CONSULTANT further agrees to insert the foregoing provision in all sub-contracts for standard commercial supplies or raw materials or specialized services.

18. This Agreement is to be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHERE OF, CITY OF OAK PARK, and ORCHARD, HILTZ & McCLIMENT, INC., has executed this

Agreement this _____ day of _____, 2023.

WITNESS:

CITY OF OAK PARK,
A Michigan Municipal Corporation

_____

By:_____
Marian McClellan, Mayor

_____

By:_____
Erik Tungate, City Manager

_____

By:_____
Ed Norris, Clerk

Approved as to form:

By:_____
Ebony L. Duff, City Attorney

WITNESS:

ORCHARD, HILTZ & McCLIMENT, INC.
A Michigan Corporation

_____

By:_____
James C. Stevens, PE
Principal-in-Charge

_____

By:_____