

Gregg
Miller
Nash
Suma
Wiley

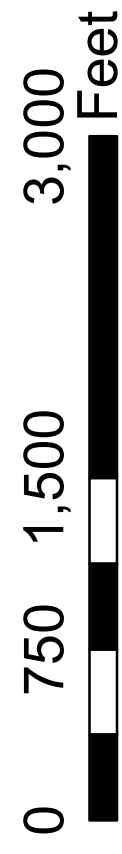
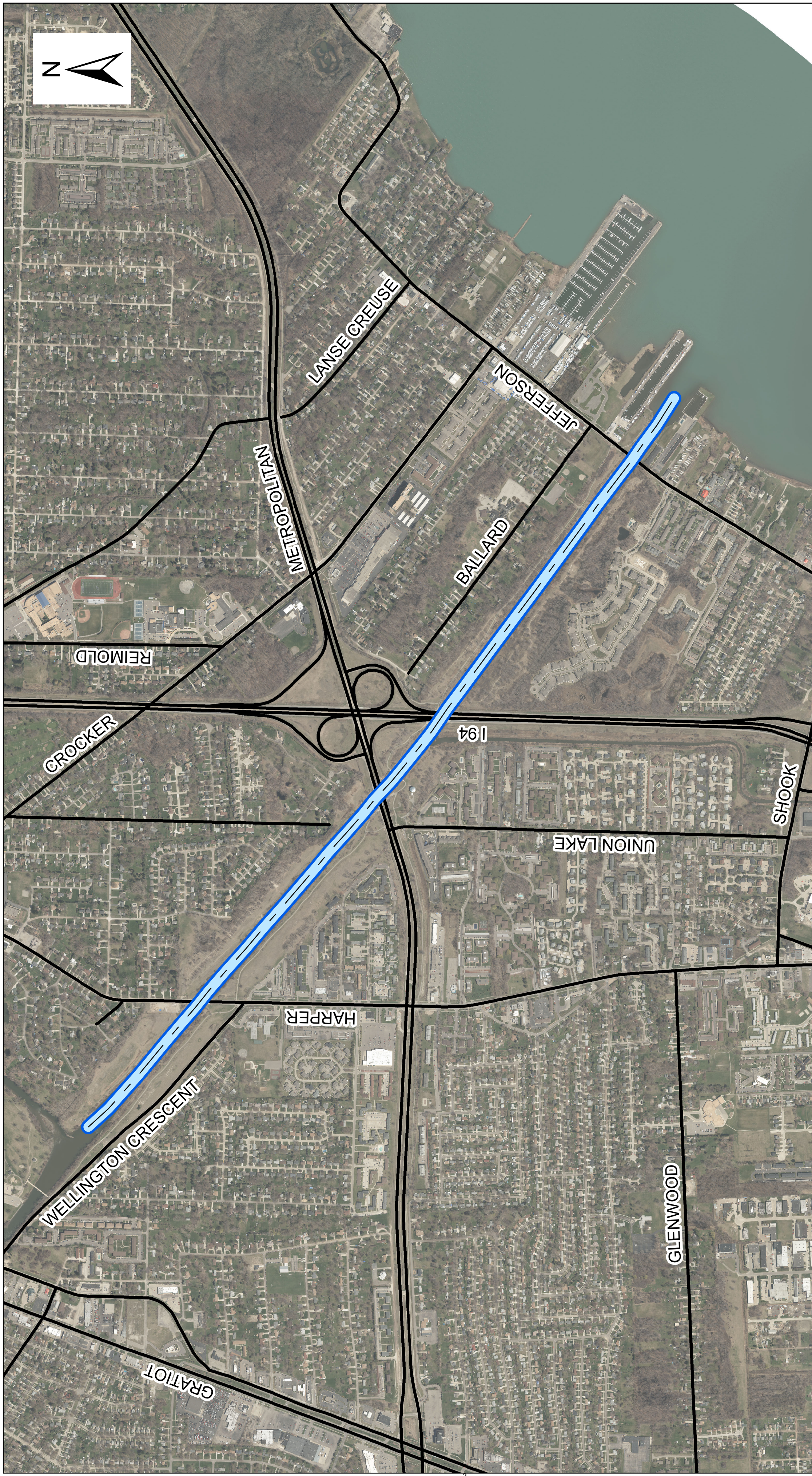
CLINTON RIVER SPILLWAY
INTER-COUNTY DRAINAGE BOARD
OCTOBER 18, 2023
10:00 A.M.
AGENDA

**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE OPTION
FOR PUBLIC**

**Call in Number: 1-513-818-1231
Access Code: 296 156 156**

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda	
3. Approval of Minutes of meeting of September 20, 2023	3
4. Public Participation	
5. Engineering Services Proposals – Spillway High Water / Climate Resiliency Grant Project - Jeff Bednar	7
Motion: To approve the engineering proposals for the Clinton River Spillway High Water/Climate Resiliency Project from HRC and Drummond Carpenter for an amount not to exceed \$140,000 each for a total of \$280,000.	
6. 2024 Meeting Calendar	22
7. Consideration for approval of invoices (see attached)	23
8. Financial Update – Bruce Manning	24
9. Other Business	
10. Adjourn	

CLINTON RIVER SPILLWAY LAPEER, MACOMB, OAKLAND, & ST CLAIR COUNTIES



Drain Length (Feet/Miles):
11,281.34 / 2.14

Legend

- Open Channel
- Ditch
 - Pond

A meeting of the Inter-County Drainage Board for the **CLINTON RIVER SPILLWAY DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham, Clinton Township, Michigan on September 20, 2023.

PRESENT: Michael Gregg, Chairman
Michigan Department of Agriculture & Rural Development

Candice S. Miller, Secretary
Macomb County Public Works Commissioner

Anne Vaara, Chief Deputy
Oakland County Water Resources Commissioner

Joe Suma, Member
Lapeer County Drain Commissioner

VIA TELEPHONE: Robert Wiley, St. Clair County Drain Commissioner; Jamie Burton, HRC

ALSO PRESENT: Vince Astorino, Operations & Flow Manager; Brian Baker, Chief Deputy; Jeff Bednar Environmental Resources Manager; Norb Franz, Communications Manager; Jennifer Jozwiak, Drain Account Specialist; Bruce Manning, Financial Manager; Pamela Sonnenberg, Administrative Assistant; Tom Stockel, Construction Supervisor; Amanda O' Parka, Macomb County Planning & Economic Development; Amanda Minaudo, Macomb County Planning & Economic Development; Steve Korth, Manager Oakland County Water Resources

The Chairman called the meeting to order at 10:00 a.m.

A motion was made by Ms. Miller, supported by Mr. Suma to approve the agenda as presented.

Adopted: YEAS: 4
NAYS: 0

The minutes of the meeting of November 9, 2022, were presented. A motion was made by Ms. Miller, supported by Mr. Suma to approve the minutes as presented.

Adopted: YEAS: 4
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Bednar presented on the High-Water Infrastructure Grant agreement. The project will focus on climate resiliency and provide sustainable flood management. It includes upgrades to the weir and SCADA improvements. The grant covers \$1,500,000 of a \$1,792,578 total project cost. The \$292,578 local match will be covered by \$112,578 of In-kind staff services and \$180,000 cash contribution which includes placing the weir on the SCADA system. The Grant period is through June 2026.

Mr. Burton added that this is stack work that MCPWO already had planned. It is just a continuation of work that follows the NOAA and EPA work that we have done in the past using resiliency tools, models and more data to refine the previous concept designs.

Mr. Gregg said he has access to the original weir design documentation, and he can email it to Mr. Bednar. Mr. Suma questioned if the board needed to have an agreement with the Army Corps for the flood study and Mr. Bednar said that there is no action that needs to be taken as far as the Army Corps is concerned because they are only doing a study at no cost to the district and there will be no physical change to the Spillway.

A motion was made by Ms. Vaara, supported by Mr. Suma to approve and authorize the Board Secretary to sign the State High Water Infrastructure \$1.5 million Grant Agreement with the in-kind match of \$112,578 and Spillway contribution of \$180,000 which includes SCADA improvements.

Adopted: YEAS: 4
NAYS: 0

Mr. Astorino presented on the Weir inspection report performed by Fishbeck who came out to the Spillway and assessed the weir. They said that both concrete abutments are in very good shape. There are some shrinkage cracks but that is normal and not of concern. The only issue found after inspecting was a strap on one of the weir plates and that will be addressed by our staff. Everything else was in good shape, we even tested its operation, and everything works. When it was set up in 1997, it was set up for a SCADA type system with phone lines and controls. Because some of that is obsolete, we are looking into a modern set up. The next step is to secure a contractor and start installing equipment.

Mr. Bednar spoke about the Invasive Species Treatment and said that there is no action required because it is covered under CISMA.

Mr. Stockel said that Clinton Township is rehabilitating their Pump Station on Harper on the North side of the Spillway. They requested a staging area, so we agreed to let them excavate the hill to stage there. They started around Memorial Day, and they expect to be complete by the end of September. There has been issues with the drainage so when they are done, we will get this area all graded and direct the drainage to where it should go. When they are completed with construction, we will bring a proposal back to the board for consideration.

Ms. Oparka & Ms. Minaudo presented the Jefferson Pedestrian Bridge Grant update. The project budget for engineering and design is \$645,000, sidewalk conversion \$245,79.51, bridge and shared use path \$2,284,566, and fishing piers/observation decks \$265,564.75. The breakdown by agency is as follows. Ralph C. Wilson Foundation \$1,042,567.15, TAP grant \$1,599,196, Macomb County \$300,000, and Harrison Township \$508,268.76. Total project cost is \$3,450,033.91.

A motion was made by Ms. Vaara, supported by Ms. Miller to receive and file the project updates.

Adopted: YEAS: 4
NAYS: 0

Mr. Manning presented on the Insurance Policy Renewal.

A motion was made by Ms. Vaara, supported by Mr. Suma to approve the general liability insurance coverage renewal with Argonaut Insurance Company in the amount of \$88,160 (Clinton River Spillway share \$6,117)

Adopted: YEAS: 4
NAYS: 0

Ms. Miller updated on the review of the Spillway property titles. We had the attorney go through the assessor's records to correct the Spillway tracts to properly reflect that the Drainage Board for the Clinton River Spillway is the proper owner of the Spillway parcels.

A motion was made by Ms. Miller, supported by Mr. Suma to receive and file the project update.

Adopted: YEAS: 4
NAYS: 0

The Chairman presented the invoices totaling \$30,086.33 as provided to the Board for review and approval.

A motion was made by Ms. Vaara, supported by Mr. Suma to approve the invoices as presented.

Adopted: YEAS: 4
NAYS: 0

A motion was made by Mr. Vaara, supported by Ms. Miller to receive and file the financial report presented by Mr. Manning.

Adopted: YEAS: 4
NAYS: 0

There being no further business, it was moved by Mr. Suma, supported by Ms. Miller that the meeting of the Clinton River Spillway Inter-County Drainage Board be adjourned.

Adopted: YEAS: 4
NAYS: 0

The meeting was adjourned at approximately 11:18 a.m.



Candice S. Miller, Secretary
Clinton River Spillway Inter-County Drainage Board

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Inter-County Drainage Board for the Drainage District shown on the attached set of Minutes, on September 20, 2023. The original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller, Secretary
Clinton River Spillway Inter-County Drainage Board

DATED: 09/20/23



Candice S. Miller

Public Works Commissioner
Macomb County

Memo

To: Clinton River Spillway Inter-County Drain Drainage Board

From: Jeffrey H. Bednar, P.E.
Environmental Resources Manager

Date: October 12, 2023

Re: Recommendation for Approval of Clinton River Spillway High Water / Climate Resiliency Project Proposals

Attached are two project proposals for the Clinton River Spillway Climate Resiliency Project. Both firms are named contractors in our State High Water Infrastructure 2023 Grant. The total budgeted amount for these services is \$280,000.

HRC's Proposal:

- HRC's proposal offers a comprehensive plan, encompassing all essential phases of the project. This includes updating the "Basis of Design Report," designing floodplain storage, shoreline stabilization, wetland creation, and a project sign for public education.
- Their project management capabilities and commitment make them a valuable partner. The proposed budget of \$140,000 aligns with our approved EGLE budget, and they are ready to initiate work according to our project schedule.

Drummond Carpenter's Proposal:

- Drummond Carpenter provided an additional proposal that complements HRC's activities.
- They will take the lead in updating the "Basis of Design Report" and refining the HEC-RAS model. Their expertise in evaluating adaptive capacity and resiliency aspects is crucial for ensuring the project's long-term success.
- Their proposed cost of \$140,000 aligns with our grant budget, and they are prepared to initiate work promptly upon receipt of the Notice to Proceed.

The collaboration between HRC and Drummond Carpenter, each with a distinct focus within the project, promises significant enhancements to the Clinton River Spillway's climate resiliency and long-term stability. We recommend approval of both proposals to move forward with the project.

October 8, 2023

Macomb County Public Works Commissioner's Office
21777 Dunham Road
Clinton Township, Michigan 48036

Attn: Mr. Jeff Bednar, P.E., Environmental Resources Manager

Re: Proposal for Professional Engineering Services
Clinton River Spillway – EGLE High Water Grant

HRC Job No. 20230732

Dear Mr. Bednar:

Pursuant to your request, HRC is pleased to submit this proposal with our project partners, Drummond Carpenter, to perform engineering services for the above-mentioned project for the Clinton River Spillway Intercounty Drain Drainage Board through your office.

To address flood management and improve bank stability, the Macomb County Public Works Office (MCPWO), has obtained project funding to design and construct a project utilizing nature-based solutions and green stormwater infrastructure in the Clinton River Spillway. The project will build off previously habitat improvements funded through the Great Lakes Restoration Initiative led by HRC. The project efforts will focus on climate resiliency and provide sustainable flood management while enhancing the nearshore ecosystem in an area that has been significantly altered by human activities. It is anticipated that this project will stabilize approximately 2,000 feet of shoreline bank, create approximately two acres of wetland, and provide updated flood management approaches.

To accomplish this, HRC, Drummond Carpenter, MCPWO staff, and staff from the Oakland County Water Resources Commissioner's office (WRC) will collaborate on the tasks necessary to successfully deliver this project.

Overall, the team will manage this project through four (4) major phases:

- 1) Updating the 2011 Clinton River Spillway "Basis of Design Report" based on current climate trends and data to inform remaining restoration phases,
- 2) Complete design of remaining phases i.e., floodplain storage, shoreline stabilization, and wetland creation,
- 3) Bid and construct the completed restoration designs, and
- 4) Develop and install a project sign relaying the project intent, benefits, grant sources, and other relevant information to educate the public.

Significant MCPWO and WRC time has been pledged to this project. This time is generally spread out evenly over the three (3) years of the project (see schedule below). Administrative and general project tasks are anticipated such as grant management, project leadership, public engagement, etc. Design support is also anticipated including input on all reports, drawings, specifications, signage, etc. Finally, the counties have agreed to handle all day-to-day construction observation.

Drummond Carpenter's roles, level of effort, costs, and assumptions are included in their proposal attached.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
801 Broadway NW
Suite 215
Grand Rapids, MI 49504
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

HRC SCOPE

Overall, HRC will be the project lead responsible for project management, scheduling, deliverables, and communication with MCPWO and the Drainage Board. Specifically, our services per phase are as follows:

Task 1: Update the Clinton River Spillway Basis of Design Report (BODR)

The Team will update the existing 2011 Clinton River Spillway “Basis of Design” report based on climate trends and data to inform remaining restoration phases and field investigations. The report will take into consideration the recent trends in precipitation patterns, as well as the fluctuations in lake levels within Lake St. Clair. Drummond Carpenter will lead this effort. HRC will provide input on the 2011 study, work completed to date, and lead the field work not covered under the USACE Planning Assistance to States project. Field work may include supplemental topographic and vegetative surveys, evaluation of previous work (successes and possible modifications to strategy), and soil conditions at each area of work. We will collaborate on the final report and presentation to the Drainage Board. This task is highly dependent on the timely delivery of data and reports from USACE. We will monitor this closely and inform your office of any concerns and present opportunities for alternative processes.

Deliverables – Basis of Design Report

Task 2: Complete Design of Remaining Phases

After the Basis of Design report is updated, the Team will complete the project designs for the remaining project phases utilizing nature-based solutions with a focus on providing floodplain storage, shoreline stabilization, and wetland creation. We will apply for and acquire all required permits, including the EGLE/U.S. Army Corps of Engineers Joint Permit Application. We anticipate using our previous design concepts, revising per the updated BODR, and taking direction and/or prioritization input from your office and Drainage Board. As with previous work on the Spillway, we will design improvements that will likely exceed the grant budget then scale back actual construction to optimize the grant funding while still exceeding all outcomes.

Please note that the SCADA improvements to the weir are needed before the USACE project can properly finalize their recommendations as its capabilities will need to be considered. Therefore, we envision the likely scenario where two (2) design packages will be needed. Alternative forms of contractor selection such as Construction Manager At Risk or Modified Design Build will be explored with EGLE and the Drainage Board to ensure the most efficient and cost effective project delivery. Having a highly qualified contractor on board earlier in the process will significantly improve project outcomes.

Deliverables – Two (2) design packages suitable for bidding, permits, and a preliminary estimates of construction costs

Task 3: Bid and Construct Completed Restoration Designs

HRC will finalize bid documents, answer any questions during the bidding process, attend the pre-bid meeting(s), prepare bid tabulations, make contractor recommendations, compile all contract documents, and facilitate the pre-construction meeting. During construction, HRC will stake all improvements, assist MCPWO construction services staff as needed, process shop drawings and contractor requests, prepare pay applications, and assemble record drawings for your use in final project reporting. HRC will also perform basic materials testing.

Deliverables – Constructed improvements that exceed grant requirements

Task 4: Develop and Install a Project Sign

HRC marketing personnel will work with MCPWO communications staff to develop a project sign, obtain EGLE approvals, and either include it in the bid package or work with your normal sign personnel to get the sign installed per the grant requirements.

Deliverables – Project sign design

PROJECT COSTS

Assuming an average billable rate of \$140.00 per staff hour, we propose the following not to exceed budget:

Tasks	Est. Hours	Est. Fees
General Project Management	100	\$14,000
1. Update the Clinton River Spillway Basis of Design Report (BODR)	60	\$8,400
Conduct Field Work.	140	\$19,600
2. Complete Design of Remaining Phases	400	\$56,000
Apply for and obtain all required permits.	40	\$5,600
3. Bid and Construct Completed Restoration Designs	240	\$33,600
4. Develop and Install a Project Sign	20	\$2,800
Totals	1,000	\$140,000

ITEMS NOT INCLUDED

- FEMA mapping efforts for the current work
- Construction observation
- Permit fees
- No local community approvals
- Any Public Engagement is handled by County staff with materials provided as contained herein

SCHEDULE

HRC is prepared to begin work following the MCPWO's authorization to proceed and complete the project as follows:

Tasks	Year											
	2023		2024				2025				2026	
	Quarter											
	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun
1. Conduct Field Work.	X	X										
2. Update the existing "Basis of Design" Report.			X	X								
3. Develop Project Design Drawings.				X	X	X						
4. Apply for and obtain all required permits.						X	X	X				
5. Complete bidding process and award project contract.							X	X				
6. Construct project in accordance with design plans and permit specifications.								X	X	X	X	X
7. Design and install educational signage for project.											X	X
8. Submit Quarterly Reports and final work products to the State Contact.	X	X	X	X	X	X	X	X	X	X	X	X

SUMMARY

Based on the identified scope, **HRC estimates approximately 390 hours to complete the tasks as described. The estimated HRC budget for the provided scope is \$140,000 plus Drummond Carpenter's costs for a total Project Budget of \$280,000.** HRC will bill following our agreed-upon hourly rate fee schedule. This amount will not be exceeded without prior written authorization.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James Burton, P.E.
Vice President

fb/jfb

pc: Macomb County Public Works Office: Mr. Brian Baker
Oakland County Water Resource Commissioners; Mr. Jim Nash, Ms. Anne Vaara, Mr. Steve Korth
MDARD: Mr. Mike Gregg
Drummond Carpenter: D. Carpenter
HRC, File

Accepted By:

Signature: _____

Title: _____

Printed Name: _____

Dated: _____

Drummond Carpenter, PLLC
Ann Arbor, MI
Tel 248.763.4099



6 October 2023

James Burton P.E. | Vice President
HUBBELL, ROTH & CLARK, INC
555 Hulet Drive, Bloomfield Hills, MI 48302

via email: Burton, Jamie <JBurton@hrcengr.com>
cc: Jeff Bednar <jeff.bednar@macombgov.org>

Subject: Scope of Work for the Clinton River Spillway Climate Resiliency Project

Mr. Burton,

Drummond Carpenter, PLLC (Drummond Carpenter) is pleased to present this proposal to provide technical services to Hubbell, Roth & Clark, Inc. on behalf of the Macomb County Public Works Office (MCPWO) and the Clinton River Spillway Drain Board for the Clinton River Spillway Climate Resiliency Project. This proposal is in response to the EGLE-WRD – State High Water Infrastructure 2023 Grant received by MCWPO in which Drummond Carpenter was a named contractor.

SCOPE OF WORK

The proposal included four major phases: 1) Updating the 2011 Clinton River Spillway “Basis of Design Report” based on current climate trends and data to inform remaining restoration phases, 2) Complete design of remaining phases i.e., floodplain storage, shoreline stabilization, and wetland creation, 3) Bid and construct the completed restoration designs, and 4) develop and install a project sign relaying the project intent, benefits, grant sources, and other relevant information to educate the public.

Drummond Carpenter anticipates being engaged in every phase, but specifically, Drummond Carpenter staff will provide the following services:

Task 1: Update the Clinton River Spillway Basis of Design Report (BODR) – Updating the BODR will be a critical initial phase for subsequent Clinton River Spillway restoration since the system is highly vulnerable to impacts from more intense storm events and variable water levels in Lake St Clair. Drummond Carpenter will take the lead in updating the existing Clinton River Spillway BODR. Drummond Carpenter will compile updated rainfall, flow, and water level data for this area as well as predictions for future conditions. Drummond Carpenter will also review model data from the USACE Planning Assistance to States project which is developing a HEC-RAS model for the lower Clinton River. This information will be used to update previous analysis relative to the current design assumptions. Finally, field work is anticipated to include supplemental topographic and vegetative surveys, evaluation of previous work (successes and possible modifications to strategy), and soil conditions at each area of work. Drummond Carpenter will inform field data collection plans and coordinate with the USACE data collection efforts.

Drummond Carpenter Task Deliverable – Clinton River Spillway Basis of Design Report

Task 2: Complete Design of Remaining Phases – Developing climate resilient projects will require an explicit process for bringing climate data and ecological understanding to bear on the sustainability of the project. Drummond Carpenter will review HRC construction documents and design plans to: 1) evaluate adaptive capacity in the system regarding operation of the weir under various future scenarios, and 2) assess resiliency of bank stabilization, aquatic habitat and riparian habitat designs under various future scenarios. This includes projections of increased stream flow due to increasing precipitation (and impact on weir operations) and the influence of variable water levels (especially high water) in Lake St. Clair. This task includes refining the USACE HEC-RAS model for the Clinton River Spillway as necessary to evaluate habitat designs for variables such as periods of inundation, and increased shear stress.

Drummond Carpenter Task Deliverable – As-requested exhibits (which could include design details and specifications) and memos as part of design plan evaluation; HEC-RAS model results as-needed.

Task 3: Bid and Construct Completed Restoration Designs – Drummond Carpenter will review bid documents before release, answer any questions during the bidding process, attend pre-bid and pre-construction meetings, and address relevant resiliency questions from contractors during construction.

Drummond Carpenter Task Deliverable – Official responses and comments on documents as requested.

Task 4: Develop and Install a Project Sign – Drummond Carpenter will review and comment on draft project signs.

Drummond Carpenter Task Deliverable – Official responses and comments on documents as requested.

ASSUMPTIONS

The following additional assumptions are included in this scope of work:

- All deliverables will be provided in electronic format. No hard copies are included herein.
- Day-to-day construction oversight is not included.
- No field data collection efforts are included.
- Drummond Carpenter will not serve as Engineer-of-Record for the construction documents.

COST

Drummond Carpenter proposes to provide these consulting services for a not-to-exceed (NTE) fee of \$140,000 as specified in the approved EGLE budget. The labor rate by labor category for this project is attached.

SCHEDULE

We are prepared to begin work immediately upon receipt of the signed Notice to Proceed (Attachment A) and will adhere to the schedule shown in Table 1, which was extracted from grant documents.

Table 2: Schedule

Tasks	Year										
	2023	2024			2025			2026			
	Quarter										
	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun
1. Update the existing "Basis of Design" Report.	X	X	X								
2a. Develop Project Design Drawings.			X	X	X						
2b. Apply for and obtain all required permits.					X	X	X				
3a. Complete bidding process and award project contract.						X	X				
3b. Construct project in accordance with design plans and permit specifications.							X	X	X	X	X
4. Design and install educational signage for the project.										X	X

Should you have any questions or need additional information please do not hesitate to contact either of the undersigned.



Donald D. Carpenter, PhD, PE, LEED AP
Principal



Chad Drummond, PE, BCEE, D.WRE
President

ATTACHMENT A

**NOTICE TO PROCEED,
PROFESSIONAL SERVICES
AGREEMENT, AND
RATE SCHEDULE**

Notice to Proceed (NTP)

Drummond Carpenter, PLLC (Drummond Carpenter) proposes to perform the services requested by Macomb County Public Works Office and HRC (client) as specified in our proposal dated 6 October 2023. The contract will be administered using a cost reimbursement process where Client will be invoiced for time and materials as specified in the attached contract. Drummond Carpenter's invoiced fees will not exceed \$140,000 without written approval from the MCPWO. This budget estimate is based on Drummond Carpenter's current knowledge of the work assignment and the budget is believed sufficient to cover performing the services described herein.

Drummond Carpenter's conduct of services now and in the future for Client shall be in accordance with Drummond Carpenter's enclosed Professional Services Agreement, which may be updated in the future upon mutual written agreement between Drummond Carpenter and the Client. If this Scope of Work and Professional Services Agreement are acceptable, please indicate agreement by having an authorized representative sign in the space provided below and by returning the executed Notice to Proceed to Drummond Carpenter. Upon receipt of the executed Notice to Proceed, Drummond Carpenter will initiate performance of the services described herein.

Agreed and Accepted:

By:

Signature

Title

Printed Name

Date

Address to send invoices for Client payment:

Email to send invoices for Client payment (if desired):

Name and telephone number of Client's accounts payable contact:

DRUMMOND CARPENTER, PLLC
PROFESSIONAL SERVICES AGREEMENT

1. **COMPENSATION:** Unless otherwise stated in Drummond Carpenter’s proposal, the method of charging for the Services shall be on a lump sum basis and shall be based on the Rate Schedule in US dollars in effect when the Services are performed. The rates shall be subject to annual adjustment based on the mutual consent of the parties. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed in some jurisdictions, for which such taxes shall be reimbursable by Client. Where charges are “not to exceed” a specified sum, Drummond Carpenter shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a “not to exceed” sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Rates for days of actual testimony at depositions, trials or hearing will be two times the rate shown on the Rate Schedule.

2. **PAYMENT CONDITIONS:** Drummond Carpenter periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall notify Drummond Carpenter of the objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by Drummond Carpenter more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Drummond Carpenter against Client for invoice amounts not paid, attorneys’ fees, court costs, and other related expenses shall be paid to the prevailing party by the other party.

In addition to the above, if payment of Drummond Carpenter invoices is not maintained on a thirty (30) day current basis, Drummond Carpenter may, by ten (10) days’ written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

3. **CONSTRUCTION PROCEDURES:** Drummond Carpenter shall not be responsible for the acts or omissions of other parties engaged by Client, and shall not have control or charge of and shall not be responsible for their construction means, methods, techniques, sequences, or procedures, or for their safety precautions and programs.

4. **RECOGNITION OF RISK:** Client recognizes that opinions relating to environmental, geologic and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. It is further recognized that the state of practice, particularly with respect to contaminated site and waste conditions, is changing and evolving (for example, the long-term effect of chemicals on soils or manufactured or constructed liner systems is not well-established or known at this time), and, further, that certain of the governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g., the construction of entirely impermeable liners).

5. **STANDARD OF CARE:** Drummond Carpenter shall be obligated to comply with applicable professional standards of care in the performance of the Services but does not guarantee results. Drummond Carpenter shall also comply with all applicable state, federal and local laws, executive orders, rules and regulations.

6. **RISK ALLOCATION:** The liability of Drummond Carpenter, its employees, agents, and subcontractors (hereinafter for purposes of this Section 6 referred to collectively as “Drummond Carpenter”), for Client’s claims of loss, injury, death, damage, or expense, including, without limitation, third party claims for contribution and indemnification with respect to such claims, relating to services rendered or obligations imposed under this Agreement or any Service Order issued hereunder (hereinafter “Client’s Claims”), shall not exceed, in the aggregate, the greater of \$100,000 or Drummond Carpenter’s charges under the applicable Service Order (“the Limit”), or the

amount of Drummond Carpenter's insurance proceeds available at the time of settlement. If Client seeks recovery of damages in excess of the Limit from third parties, Client shall defend and indemnify Drummond Carpenter against any resulting claims by such third parties back against Drummond Carpenter with respect to such excess.

In no event shall either Client or Drummond Carpenter be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

7. **INDEMNIFICATION:** If any claim is brought against Client and/or Drummond Carpenter, its employees, agents and subcontractors (hereinafter for purposes of this Section 7 referred to collectively as "Drummond Carpenter"), by a third party, relating in any way to services under this Agreement, including all Service Orders, then, subject to the allocation of risk under Section 6 above, Drummond Carpenter and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors).

8. **INSURANCE:**

Drummond Carpenter shall maintain during the term of this Agreement the following minimum insurance coverage:

- | | | |
|------|------------------------------|------------------------------|
| (i) | Commercial General Liability | - \$1,000,000 per occurrence |
| (ii) | Professional Liability | - \$1,000,000 per claim |

Drummond Carpenter shall provide Client with an insurance certificate upon Client's request.

9. **RIGHT OF ENTRY:** Client grants to Drummond Carpenter, and, if the project sites are not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Drummond Carpenter, its employees, agents and subcontractors, upon the project sites for the purpose of providing the Services.

10. **HAZARDOUS SUBSTANCES:** All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by Drummond Carpenter in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, hazardous materials or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with applicable law by Drummond Carpenter and turned over to Client for appropriate shipping and disposal. Drummond Carpenter shall not arrange or otherwise dispose of Hazardous Substances under this Agreement. Drummond Carpenter, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but Drummond Carpenter shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. If Client insists upon the signing of such manifests by Drummond Carpenter's agents or employees, such signing shall be as Client's agent so that Drummond Carpenter will not be considered to be a generator, transporter, or disposer of such Hazardous Substances, and Client shall indemnify Drummond Carpenter against any claim or loss resulting from such signing and from Drummond Carpenter's non-negligent handling of Hazardous Substances. If unanticipated Hazardous Substances or conditions are encountered, Drummond Carpenter may suspend work for safety reasons until mutually agreeable arrangements are made, which may involve amendments to this Agreement

11. **CONFIDENTIALITY:** Drummond Carpenter will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same or Drummond Carpenter's test results to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

12. USE OF DOCUMENTS: Provided that Drummond Carpenter has been fully paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from Drummond Carpenter's efforts on the project. Reuse of any such materials by Client on any extension of this project or any other project without Drummond Carpenter's written authorization shall be at Client's sole risk. Drummond Carpenter shall have the right to retain copies of all such materials. Drummond Carpenter retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services. Because work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Drummond Carpenter are furnished solely for convenience and only those professional work products in hard-copy format bearing Drummond Carpenter's signature or professional stamp may be relied upon by Client or other recipients. Client may perform acceptance tests or procedures regarding electronic versions of final documents (not drafts) for a period of sixty (60) days after transmission. Any errors detected on electronic versions of such final documents within the 60-day acceptance period will be corrected by Drummond Carpenter at no additional charge to Client.

13. CLIENT RESPONSIBILITY: Client shall: (1) provide Drummond Carpenter, in writing, all information relating to Client's requirements for the project; (2) correctly identify the location of subsurface structures, such as pipes, tanks, cables and utilities, to the extent known by Client; (3) notify Drummond Carpenter of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project sites, to the extent known by Client; (4) give Drummond Carpenter prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

14. DELAYS AND FORCE MAJEURE: In the event that Drummond Carpenter field or technical work is interrupted due to causes outside of its control, Drummond Carpenter shall be equitably compensated (in accordance with Drummond Carpenter's current Rate Schedule) for the additional labor, equipment, and other charges associated with maintaining its work force and equipment available during the interruption, or at the option of Client, for such similar charges that are incurred by Drummond Carpenter for demobilization and subsequent remobilization.

Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either party, make the Service subject to termination for convenience or to renegotiation.

15. TERMINATION: Client may terminate all or any portion of the Services for convenience, at its option, by sending a written Notice to Drummond Carpenter. Either party can terminate this Agreement for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a Notice of Termination, unless a later date is specified in the Notice. The Notice of Termination for cause shall contain specific reasons for termination, and both parties shall cooperate in good faith to cure the causes for termination stated in the Notice. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Drummond Carpenter upon invoice for services performed and charges incurred prior to termination, plus termination charges. Termination charges shall include, without limitation, the putting of project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

16. ASSIGNMENTS: Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

17. VALIDITY: The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

18. NO THIRD-PARTY RIGHTS: This Agreement shall not create any rights or benefits to parties other than Client and Drummond Carpenter. No third party shall have the right to rely on Drummond Carpenter opinions

rendered in connection with the Services without Drummond Carpenter's written consent which may be conditioned on the third party's agreement to be bound to acceptable conditions and limitations similar to this Agreement.

19. INTEGRATED WRITING: This Agreement constitutes a final and complete repository of the agreements between Client and Drummond Carpenter. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party.

20. NOTICES: Any information or notices required or permitted under this Agreement shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the representative who signed the Proposal/Notice to Proceed or any other Authorized Representative identified in the Proposal/Notice to Proceed. Notice given by mail shall also be transmitted by facsimile at the time of mailing.

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DRUMMOND CARPENTER, PLLC
RATE SCHEDULE for MCPWO

		Rates/Hour		
		2023	2024	2025
i. Administrative (clerical, aids, administrator, manager, principal)				
	Principal	\$215.00	\$226.00	\$237.00
	Clerical/Accounting	\$75.00	\$79.00	\$83.00
ii. Project Management				
	Project Manager	\$180.00	\$189.00	\$198.00
iii. Engineering				
	Sr. Professional Engineer	\$180.00	\$189.00	\$198.00
	Professional Engineer	\$160.00	\$168.00	\$176.00
	Staff Engineer	\$140.00	\$147.00	\$154.00
v. Inspection				
	Engineering Technician	\$110.00	\$116.00	\$122.00
vii. GIS/Mapping/CAD				
	GIS/CAD Technician	\$110.00	\$116.00	\$122.00
	Graphical Artist	\$90.00	\$95.00	\$100.00
viii. Environmental/Scientist				
	Sr Scientist	\$160.00	\$168.00	\$176.00
	Staff Scientist	\$140.00	\$147.00	\$154.00

General

Direct Expenses	Cost + 10%
Subcontract Services	Cost + 5%
Technology/Communications Fee	0% of Professional Fees
Personal Automobile (per mile)	Current Gov't Rate

Rates are provided on a confidential basis and are client and project specific.

Rates for field equipment, health and safety equipment, and supplies presented upon request.

2024 MEETING SCHEDULE
CHAPTER 21 DRAIN BOARD

Bear Creek, Clinton River Spillway, etc.

10:00am

MACOMB COUNTY PUBLIC WORKS OFFICE

4th Tuesday of the Month

- January 23, 2024
- February 27, 2024
- March 26, 2024
- April 23, 2024
- May 21, 2024
(Due to Memorial Day)
- June 25, 2024

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3rd Wednesday of the Month
(corresponds with OMID)

- July 17, 2024
- August 14, 2024
(Due to MACDC Conference)
- September 18, 2024
- October 16, 2024
- November 20, 2024
- December 18, 2024

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Clinton River Spillway	Chapter 21	Baker	Aloia	\$ 665.00	Invoice #29010 - 05.01.23	Parcel Ownership Review - Final	
		Downing	Marino's Landscape	\$ 840.00	Invoice #23980 - 08.31.23	Lawn Care August 2023	
		Downing	Marino's Landscape	\$ 840.00	Invoice #24317 - 09.30.23	Lawn Care September 2023	
		Total			\$ 2,345.00		

YTD Trial Balance

Fund: Clinton River Spillway

As of Fiscal Period: Oct 1, 2022-Sept 30, 2023

	O&M Balance 9/30/2022	O&M	TOTAL 9/30/2023
Cash - Operating	347,902	(23,962)	323,940
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		6,393	6,393
Expenditures		30,355	30,355
Equity	347,902		323,940