



AGENDA - City Council

DATE: August 11, 2025 7:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Consent Agenda
 - I. Approval of July 14, 2025 Minutes
 - II. Committee & Commissions Report
 - III. Manager/Public Safety Report
- V. Public Comment (Agenda Items)
- VI. Approval of Regular Agenda
- VII. Unfinished Business
- VIII. New Business
 - I. Public Safety Promotions
 - II. Approve Sale of the 2009 Chevrolet/Braun C4500
 - III. Approve Change Order 2025 Water Main Improvements
 - IV. Approve Water/Sewer Capital Improvement Bonding Proposal
 - V. Approve Bond Counsel Proposal
 - VI. Approve One Year Recycling Extension
- IX. Council Comment
- X. Public Comment (Non-Agenda Items)
- XI. Adjournment

Public Comment: Public Comments are limited to three minutes.

Recording: The meeting will be recorded and posted to the Official City of Grosse Pointe Park YouTube Channel.



CITY OF GROSSE POINTE PARK, MICHIGAN
MEETING OF THE CITY COUNCIL
July 14, 2025, at 7:00 P.M.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Hodges and opened with the Pledge of Allegiance to the Flag. The meeting convened at the Council Chambers of the Municipal Building, 15115 E. Jefferson, Grosse Pointe Park, Wayne County, Michigan 48230.

ROLL CALL

PRESENT MEMBERS: Councilmembers Kolar, Wiener, Dreaver, McMillan, and Mayor Hodges.

EXCUSED: Councilmember Gallagher, Mayor Pro-Tem Caulfield

ALSO PRESENT: City Attorney- Nancy Olind, City Manager- Nick Sizeland, City Clerk- Bridgette Bowdler, City Deputy Clerk- Danielle Caudill, Public Safety Director- James Bostock, City Engineer- Patrick Droze, Junior Mayor- Jai Quarles.

APPROVAL OF CONSENT AGENDA

25-87

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to approve the Consent Agenda.

- I. Approval of June 9, 2025, Minutes
- II. Committee & Commissions Report
- III. Manager/Public Safety Report
- IV. Approve PAATS Board Presentation
- V. Decertification/Vacation of Trombley Road

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

PUBLIC COMMENT (AGENDA ITEMS):

0 public comments were made.

25-88

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the regular agenda.

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

UNFINISHED BUSINESS:

NEW BUSINESS:

Library Board Presentation

25-89

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the renewal of the Insurance Proposal from Nickel and Saph. Cost not to exceed \$376,088.40 or a 10.4% increase from the last renewal.

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

25-90

Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve the award for the CCTV Program in the not to exceed amount of \$200,000 to Advanced Underground Inspection LLC.

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

25-91

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to approve the 2025 Water Main Construction Engineering Services for a not to exceed the amount of \$182,000.

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

25-92

Motion by Councilmember Dreaver, seconded by Councilmember Kolar, to approve the quote from Audio Imaging Specialists for a not to exceed the amount of \$49,168.00 for the NEC 2K Laser Projector in the Okulski Theatre.

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

25-93

Motion by Councilmember McMillan, second by Councilmember Kolar, to approve the appointment of Terry Ayrault to fill the vacancy for a term ending December 31st, 2025.

Recreation Commission

Terry Ayrault – Term Ending December 31, 2025

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

25-94

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to adopt the Resolution for the Sale of Property to approve the sale of the Alter Road Properties and authorize the City Manager to certify and file.

25-94-2

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the Listing Agreement with Mike Defauw and authorize the City Manager to execute.

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

Council Comment:

Councilmember Kolar: Racoons have been a problem recently, call the non-emergency line for assistance with them.

Councilmember Wiener: We have fantastic residents, volunteers both with time and resources, we live in a wonderful City. I want to thank everybody for their engagement.

Councilmember Dreaver: The Beautification Committee, they are an amazing group, past and present and I can't say enough about how honored I am that I get to be here to tell you all about the great things they are accomplishing that I get to be a part of.

Councilmember McMillan: Thank you to the Mayor, Council, employees and volunteers that help the City of Grosse Pointe Park.

Mayor Hodges: Thank you to the team for a successful After 6 on Kercheval June 28th. Next one is July 26, then August 23rd. I have also been staying engaged with Smart Bus System. They do have their smarter mobility effort that's been underway for quite some time now to look at new routes. There will be public meetings on July 29th and August 4th. Working with the County on a Transit Milage being proposed. Pathways to prosperity conference where we gather with all our colleagues throughout Wayne County to learn about resources available, that occurred on June 18th, is a great way to make sure we are front and center and advocating for the resources that this community is entitled to. Connected with Sheriff Washington's staff to talk about how we can be more connected with them too, along with remedies on the gun violence front as well. Park passes are moving to Windmill Pointe Park starting July 21st.

PUBLIC COMMENT (NON-AGENDA ITEMS):

1 public comment was made.

ADJOURNMENT

Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve to adjourn the meeting.

AYES: Council members Kolar, Wiener, Dreaver, McMillan and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

With no further business, the meeting adjourned at 9:04 P.M.

Bridgette Bowdler - City Clerk

Danielle Caudill - Deputy City Clerk

Grosse Pointe Park Infrastructure General Updates and Status Report August '25:

Here are some bullet points of current projects, work and planning is not limited to the following:

Jefferson Sewer Separation

The Jefferson Sewer Separation project has been completed, and ahead of schedule. The sewer is separated and functional. It is important to note, this section is at a critical geographic location, a hub of intersections and next to our Sanitary Pumping Station, so this separation will be particularly effective in the overall resilience of our sewer system. Reclamation of the greenery is ongoing.

Wood Chipping Schedule

The City of Grosse Pointe Park piloted a modified chipping schedule of the first full week of the month. Now having both feedback and observation of the impact of that new schedule, city administration and DPW has decided to modify the schedule and double the wood chipping route. Chipping will now occur on the first and third full week of the month, effective beginning of August. We are trying to balance resident satisfaction but as well as wear and tear on equipment, deployment of DPW personnel, noise pollution among other factors. We appreciate resident patience as we explore opportunities for efficiency while providing service.

Sewer Scoping and Cleaning:

At the July city council meeting Grosse Pointe Park kicked off next years sewer scoping and cleaning. We have moved to a new vendor due to favorable pricing and we expect continued strong service. The model of the sewers continues to be built out every year, and for context last year saw over 220 tons or roughly 13 dump trucks of debris removed from the sewer system.

Water Main & Lead Line Replacement Program:

The 2025-26 water main and lead line replacement work has been kicked off. We will be proceeding with the same firm that did the Beaconsfield project, as the feedback was quite strong. They did an excellent job communicating and scheduling with residents for lead line work. There will again be a public forum to inform impacted residents of the planning, the previous presentation is still available on the infrastructure portion of the city website. The first meeting is tentatively scheduled for 6pm on August 5th in council chambers, times will be posted and communicated to impacted residents as well.

Windmill Park Parking Lot:

Resurfacing and painting of the Windmill Pointe Park rear lot has been completed.

Spot Resurfacing:

There are active sections of city streets receiving spot resurfacing, in particular a portion of Bedford just received targeted filling and sectional resurfacing.



**GROSSE POINTE PARK
DEPARTMENT OF PUBLIC SAFETY**

POLICE/DETECTIVE BUREAU
TEL (313) 822-7400
FAX (313) 822-4543

ADMINISTRATION
TEL (313) 822-4416
FAX (313) 822-4577

James A. Bostock
Director of Public Safety

publicsafety@grossepointepark.org

Public Safety Update

August 2025

Crime

Public Safety officers have seen a slight uptick in reports of items being taken from vehicles. Some practical steps that you can take to safeguard your vehicle and personal belongings from theft or damage. These little habits can significantly reduce the risk of becoming a victim of a property crime. Most property crimes are crimes of opportunity and can be prevented. Remember if you observe suspicious activity to report it to Public Safety at 822-7400.

1. Always lock your vehicle.
2. Never leave valuables in plain sight.
3. Park in a well-lit area
4. Use Anti-Theft Devices
5. Secure your garage and driveway
6. Never leave your fob in the vehicle

The Public Safety Department still has a number of steering wheel anti-theft devices available for FREE.

Crossing Guards

Applications for crossing guards are ongoing and pays \$18 hour. This is perfect for someone that has recently retired, works from home, or just wants to be a part of the community and it helps Public Safety by getting our kids to and from school safely. Full and part-time positions are available. Contact Public Safety or go online for an application.

City Managers Report and Updates July 2025

New Office Hours

The City started its new office hours the week of the 7th from 7:30am-5:30pm Monday-Thursday. So far we have received positive feedback from residents and will continue to track any concerns or opportunities that arise. If you hear of any concerns or feedback from residents on this change please let me know.

After 6 on Kercheval

The next After 6 on Kercheval will take place on Saturday August 23rd from 6-10pm

Alley Code Enforcement

The City and Code Enforcement are sending letters on recycling, trash containers that are in disrepair and vegetation that is overgrowing into the alley on certain alleys. First we will provide a blanket notice to the residents and then follow through with ticketing if compliance is not reached.

Building Department Online Permits

The City is now online for building permits where residents and contractors can pull and pay for their permits online.

The screenshot shows a web browser window displaying the Grosse Pointe Park Building Department website. The browser's address bar shows the URL "grossepointepark.org/210/Building-Department". The website header includes the Grosse Pointe Park logo, navigation tabs for "GOVERNMENT", "DEPARTMENTS", "COMMUNITY", and "I WANT TO...", and a search bar. The main content area is titled "Building Department" and contains the following text:

Building, Electrical, Plumbing, and Mechanical Permits are required for all new projects and most remodeling projects including additions, decks, sheds, garages, fencing, installation of furnaces and air conditioning units, installation of hot tubs and pools, and installation of water heaters. Permit fees vary depending on the project.

You can now pull your permit online!
Grosse Pointe Park is now accepting online permit applications on [BS&A Online!](#) Contractors who are registered with the City, with a valid license and current Certificate of Insurance, will need to [Create an Account](#) on BS&A Online. After you create and activate your account, you will need to link your account using your unique PIN number provided by the City.
Note: If you already have a username on BS&A Online, you can use that same account and link using the PIN provided by the City.
After you've linked your Contractor account you can [Apply for a Permit](#) online.

Direct Link to Municipal Home: <https://bsaonline.com/?uid=841>
Contractor Account Creation: <https://bsaonline.com/Contractors/?uid=841>
Apply for Permit: https://bsaonline.com/DirectUrl/Cd_PermitApplication/841
Apply for Permit (Contractor): https://bsaonline.com/DirectUrl/Cd_PermitApplicationContractor/841

Conceptual Review Meetings
Have questions about what kinds of developments and projects are allowed within Grosse Pointe Park? Are you curious about the City's approval processes? Contact the Department of Public Services to conduct a conceptual review meeting. More information can be found [here](#).

How to Pay for Building Permits and Plan Review Fees
Payment Dead-Line

On the right side of the page, there are several sections:

- Contact Us**
Building Department
[Email](#)
- Mailing Address**
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48320
Phone: [313-822-4365](tel:313-822-4365)
[Directory](#)
- Quick Links**
 - [Permits & Applications](#)
 - [Building Permit Review Procedure \(PDF\)](#)[View All Quick Links](#)

Trees along City Hall Building

Several trees were removed at the front entrance of City Hall due to having Pear Trellis Rust and along the Public Safety parking section

Russell Landscaping

The City started work with Russell Landscaping to take care of the flower planters, beds and weeding within the City, DDA and TIFA Districts including fresh mulching. This will help Parks and Recreation ability to dedicate their maintenance staff to stay at Windmill and Patterson Park. I also want to thank Lisa Kyle our Beautification Chair and the commission for their activism and volunteering to assist as well. Lisa was instrumental in helping the RFP process with maps and details of each area within Grosse Pointe Park.

Dewpoint

The City switched to its new IT Provider Dewpoint on July 31st

Abonmarche EGLE Permit

The City and Abonmarche the engineer for the Marina submitted a Coastal permit Joint Permit Application (JPA) for Inland Lakes and Streams, Great Lakes, Wetlands, Floodplains, Dams, Environmental Areas, High Risk Erosion Areas and Critical Dune Areas. This is a critical step before we can move forward with any construction or repairs to the marina.

Water Quality Report

The City posted its annual water quality report and can be viewed at the following link. <https://www.grossepointepark.org/307/Water-Quality-Report>

Charlevoix Streetscape

Quarterly Submission submitted to MDOT and the City met with Excalibur Bars new owner to discuss the streetscape project and feedback regarding changes to the sidewalks along the parking lot area of the property. We are working to submit information to the City of Detroit for a request to waive permit fees if the TIFA has funding to continue the streetscape to Alter Rd. We received great feedback from residents at After 6 of the project and asked for their choices on trash cans, bike racks, pavers, benches and planters.

Recreation Plan

The City submitted a Request for Proposals towards the Recreation Master Plan and had 7 submissions returned. The recreation commission will review the recommended consultant before City Council approval.

Road Construction

The City with its contractor BSI started resurfacing projects on Charlevoix between 3 Mile and Berkshire, and the Windmill Pointe North Parking Lot. Trash and Recycling remain unchanged and should not affect any of these streets.

Park Passes moved to Windmill Pointe Park

On July 21st Park Passes moved to Windmill Pointe Park. Online applications will be turned around in 72 hours and available for pickup at the outside gatehouse. As this process continues we will look to add more opportunities for customer service ease of Park Passes.



New location alert!
Starting July 21, residents
must apply for Park Passes
at
Windmill Pointe Park

Apply In-Person at:
The Lavins Center at Windmill Pointe Park
14920 Windmill Pointe Dr.

In-Person Hours:
Monday – Friday, 8:00 AM – 4:00 PM

Prefer the convenience of online?
Apply anytime at grossepointepark.org
Please allow up to 72 hours for processing
online applications. Passes will be available
for pick up at the outside gatehouse.

Let the summer adventures begin!

***Passes will no longer be issued at City Hall**



CITY COUNCIL MEETING

DATE: August 11, 2025

SUBJECT: Public Safety Promotions

SUMMARY: Public Safety Promotions

Detective Sergeant Paul Pionk
Sergeant Chris Muklewicz
Lieutenant Kevin Remus

FINANCIAL IMPACT: N/A

RECOMMENDATION: Observe Promotions of Officers by Director Jim Bostock

PREPARED BY: James Bostock, Director of Public Safety



CITY COUNCIL MEETING

DATE: August 11, 2025

SUBJECT: Approve Sale of the 2009 Chevrolet/Braun C4500

SUMMARY: Public Safety is seeking the approval of the city council to approve the sale of the city's 2009 Chevrolet/Braun C4500 that served as the department's ambulance. The vehicle has not been in service since June of 2023, when ambulance services were contracted out to Medstar. Maintaining the vehicle is cost-prohibitive at this point. The vehicle is in demand due to the chassis type and low miles. Selling the vehicle presents an opportunity to generate proceeds that can be allocated to capital improvement projects for public safety. These funds would directly benefit our residents and strengthen our public safety framework.

The sale would be in accordance with the city charter of receiving bids and/or an approved auction sale with a reserve amount being set.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to recommend the sale

PREPARED BY: James Bostock, Director of Public Safety



CITY COUNCIL MEETING

DATE: August 11, 2025

SUBJECT: Approve Change Order 2025 Water Main Improvements

SUMMARY:

Bidigare Contractors Inc., the contractor for the 2024 Water Main Improvements, has agreed to extend their pricing for the 2025 project. This extension was approved by Council on April 14, 2025. Final project quantities and costs have been established following plan approvals from EGLE and Wayne County.

The 2025 work includes:**Charlevoix (Wayburn to Beaconsfield):** \$560,940.00 and **Beaconsfield (Essex to Jefferson):** \$1,494,264.46 **Total Project Cost:** \$2,055,204.46 (per attached change order)

Construction is scheduled to begin **August 12, 2025** and a public informational meeting was held at City Hall on **August 5, 2025**.

FINANCIAL IMPACT: Both Projects were budgeted for in the 592 Water/Sewer Fund and the 598 Infrastructure Millage Fund

RECOMMENDATION: Motion to approve the Contract Change Order to Bidigare Contractors Inc.

PREPARED BY: Tom Jenny, Director of Public Works



July 7, 2025

City of Grosse Pointe Park
15115 E Jefferson Road
Grosse Pointe Park, MI 48230

To: **Nick Sizeland**
City Manager

RE: 2026 Sewer Rehabilitation Program
Proposal for Civil Engineering Professional Services

Dear Mr. Sizeland:

OHM Advisors is pleased to submit this proposal for engineering services to assist with your ongoing efforts to maintain the City's sanitary and storm sewer systems. We have prepared our scope of services based on information from our discussion with City staff.

PROJECT UNDERSTANDING AND ASSUMPTIONS

The City has been conducting an annual cleaning and televising program of the sewer system since 2021. The sewer system is evaluated using the NASCCO rating system with a 0 to 5 scale; with 5 being the worst. The data was used to prepare a Sewer Assessment Report in 2024, highlighting the sewers within the community that are mostly likely to or have already failed.

It is our understanding that the City would like to remedy all of the sewers that were graded 5. To do so, there will be two groups of sewers repairs:

- Trenchless repair methods: in instances where the pipe is broken, cracked or showing signs of age but the pipe has not lost its shape, the sewer can be repaired by trenchless methods; such as lining and grouting. These segments can be provided to the contractor using GIS data.
- Open-cut repairs: in instances where the sewer is collapsed or there are obstructions that must be physically removed, the must be dug up to fix the issue. These segments will require full topo and design.
- High priority (Grade 5) manholes will also be repaired as part of this work as budgets allow. OHM anticipates that the majority of work will focus on structural defects and any sanitary manhole covers

The majority of the sanitary sewers in the City are within backyard easements which will require contractor equipment access to repair the sewers. As a result, temporary construction access agreements will be drafted as part of this project development. All replacement and rehabilitation work will require review and permit from the Michigan Department of Environment, Great Lakes and Energy (EGLE). As a result, some hydraulic analysis may be required to check for conveyance capacity



SCOPE

Task 1 - PRELIMINARY ENGINEERING

1. Review existing the previously completed Asset Management Plan and most current CCTV inspection data to assess the specific structural condition and operational performance of previously identified high priority (Grade 5) sewer segments.
2. Evaluate storm event data and flooding complaints to pinpoint sewer segments that may be prone to surcharge during heavy rainfall.
3. Identify critical infrastructure locations (e.g., near schools, business districts, or major roadways) where sewer failure would have significant public impact.
4. Coordinate with City staff to incorporate field knowledge and anecdotal evidence of problem areas.
5. Develop segment-by-segment construction cost opinions based on the recommended rehabilitation method for each sewer. This work will generally include:
 - o Rehabilitation
 - i. Grouting – Application of a chemical grout to fill any voids or open joints. This process is typically used where infiltration or roots are the only drivers of the repair.
 - ii. Spot Liner – Lining of a single three to four-foot section of the sewer segment. The focus of this repair is to address structural failures in the pipe.
 - iii. Full Liner – Lining of the entire pipe segment from access point to access point. The focus of this repair is to address structural failures in the pipe.
 - iv. Cutting and Grouting – Removal of roots and other dense objects such as encrustations, with the use of equipment containing saw or cutting blades followed by the application of a chemical grout, where appropriate, to fill the voids and open joints left behind.
 - v. Lateral Cutting – Cutting or trimming of a service lateral that is intruding into the main pipe segment that is impeding flow or would prevent future O&M and pipe rehabilitation.
 - o Replacement
 - vi. Partial Remove and Replace In Place– Open cut replacement of a small section of pipe (typically 10 or 20 feet in length) that has deteriorated to the point that a liner can no longer fix the issue.
 - vii. New Sewer Construction – For instances where sewer replacement is deemed infeasible due to above-ground conflicts or access hindrances (large trees, garages, pools, hardscaping), OHM will develop alternatives for new sewer placement. The new sewer may require modifications to building sewer laterals
6. Prepare a GIS-based map and summary report highlighting high-priority segments recommended for repair or further investigation.
7. Develop a final list of improvements based on discussions with City staff.

Task 2- CONSTRUCTION DOCUMENT DEVELOPMENT

8. Design plan documents for the sewer segments that require dig up or new sewer construction. This work will include performing topographic survey to support the design. The design will include:
 - o Construction plan and profile to document the proposed sewer line and grade.
 - o Each rear yard repair will also include access plans with impacted property, access easements, demolitions and hard surface replacement.
 - o Development of construction details for impacted area replacements.
9. Develop technical specifications and general conditions for inclusion in the bid package.
10. Prepare an engineer's opinion of probable construction cost (OPCC).
11. Submit draft documents for City review and incorporate comments into final plans.



12. Identify required permits (e.g., soil erosion, utility, right-of-way) and assist with preparation and submittal.
13. Assist the City in identifying and preparing easement documents for access across private property, if necessary.

Task 3 – BIDDING ASSISTANCE

- The finalized contract and bid documents will be posted on BidNet to solicit competitive proposals from qualified contractors.
- Attend one (1) pre-bid meeting and issue addenda as needed during the bidding period in response to contractor questions.
- Attend a bid opening and prepare a bid tabulation.
- Submitted contractor proposals will be evaluated for completeness and qualifications, ensuring that required documentation is provided.
- References listed by contractors will be contacted to assess their past performance and verify the accuracy of submitted qualification materials.
- A formal recommendation will be provided to the City identifying the most qualified and suitable contractor for the project.
- Contract books will be executed and delivered to the selected contractor for signature, finalizing the agreement.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services. The Engineering Services will be performed on an hourly not to exceed basis based on OHM Standard Rates.

<u>Task</u>	<u>Estimated Fee</u>
Task 1 – Preliminary Engineering	\$30,000
Task 2 – Construction Document Development	TBD based on Scope of Work
Task 3 – Bidding Assistance.....	\$7,000
TOTAL (Task 1 & 3).....	\$37,000

SCHEDULE

We have assumed that the work under will be completed over a six-month period (once authorized). The schedule below provides key milestone delivery dates.

<u>Task</u>	<u>Completion Date</u>
Task 1 – Preliminary Engineering	August 2025
Task 1 – Construction Document Development.....	December 2025
Task 2 – Bidding Assistance.....	January 2026
Construction	<i>Construction Season 2026</i>



ACCEPTANCE

We hope that the above information is helpful in communicating our understanding of the project. If there are any areas that you have questions about, please do not hesitate to contact us. Work will be performed in accordance with OHM's Standard Terms and Conditions (attached). If this proposal and terms are acceptable, please execute and return a copy of the proposal to us. We greatly appreciate the opportunity to assist you and look forward to working together on this project.

Sincerely,
OHM Advisors

Patrick Droze, P.E.
Associate, Civil Engineer

cc: Katelyn Driscoll, P.E.
File

**City of Grosse Pointe Park
2026 Sewer Rehabilitation Program**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



August 6, 2025

CITY OF GROSSE POINTE PARK
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Attention: Nick Sizeland
City Manager

Regarding: 2025 Grosse Pointe Park Water Main Improvements
Change Order
OHM Job No.: 7508-25-0010

Dear Mr. Sizeland:

The contactor for the 2024 Water Main Improvements, Bidigare Contractors Inc, has agreed to extend their pricing for the 2025 project. This proposed contract extension was brought forth and approved at the April 14, 2025 council meeting. Since that time, construction plan sets have been approved by EGLE and the Wayne County which allowed us to finalize the estimated project quantities and costs. The proposed project for 2025 includes Charlevoix (Wayburn to Beaconsfield) and Beaconsfield (Essex to Jefferson) and the costs associated with each segment are \$560,940.00 and \$1,494,264.46, respectively. The total anticipated costs of this year's water main project is \$2,055,204.46 as shown on the attached change order.

All of the specifications and method of payments from the 2024 contract will be extended into this contract with the addition of fifteen (15) pay items that are further detailed in the change order documents. These additional pay items were added to the contract based on occurrences in last year's project, the Wayne County Permitting requirements, the altered electrical grounding policy, the 12-inch water main on Lakepointe and temporary pavements for Charlevoix to hold the project over until the streetscape in 2026. The contractor has proposed to begin work starting August 12, 2025. In anticipation of this, a public informational meeting regarding the water main project was held on Tuesday, August 5, 2025 at the City Hall.

Should there be any questions, please contact this office at (313) 481-1252.

Sincerely,
OHM ADVISORS, INC.

A handwritten signature in blue ink that reads "Patrick M. Droze". The signature is written in a cursive style and is positioned above a horizontal line.

Patrick M. Droze, P.E.
Principal

encl: Change Order

cc: Tom Jenny, Department of Public Works Supervisor
Katelyn Driscoll, P.E., OHM
File

CHANGE ORDER



Project: City of Grosse Pointe Park – 2024 Water Main Improvements

Job Number: 7508-23-0070

Owner: City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230
(313) 732-7322

Change Order Number: 2
Date: 8/1/2025
Print Date: 8/1/2025

Contractor: Bidigare Contractors Inc.
939 S. Mill Street
Plymouth, MI 48170
(248) 735-1113

Note:

TO THE CONTRACTOR:

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

OHM Advisors
1145 Griswold Street, Suite 200
Detroit, MI 48226
(313) 481-1250

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

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$2,055,204.46
Original Contract Amount:	\$1,478,312.00
Contract Amount Including Previous Change Orders:	\$1,478,040.93
Amount of this Change Order:	<u>\$2,055,204.46</u>
REVISED CONTRACT AMOUNT:	\$ 3,533,245.39

THE CONTRACT DATES WILL BE MODIFIED:

Current Substantial Completion Date:	October 1, 2024
Proposed Substantial Completion Date:	December 31, 2025
Current Final Completion Date:	October 14, 2024
Current Final Completion Date:	June 1, 2026

Accepted By

Bidigare Contractors Inc _____ Date _____

Approved By

Nick Sizelan – City Manager
City of Grosse Pointe _____ Date _____

Prepared By

Patrick Droze, PE – Principal
OHM Advisors  _____ Date Aug 4, 2025

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
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THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Division C: Beaconsfield (Jefferson to Essex)

1	Audio Visual Route Survey	1.00 LSUM	1.00	1.00	\$ 2076.13	\$ 2,076.13
2	Mobilization, Max 5%	1.00 LSUM	1.00	1.00	\$74,147.50	\$ 74,147.50
3	Minor Traffic Control	1.00 LSUM	1.00	1.00	\$17,414.75	\$ 17,414.75
4	Project Cleanup	1.00 LSUM	1.00	1.00	\$12,605.08	\$ 12,605.08
5	Tree, Rem, 19-inch to 36-inch	1.00 Ea	1.00	1.00	\$ 1,300.00	\$ 1,300.00
6	Tree, Rem, 37-inch or Larger	1.00 Ea	1.00	1.00	\$ 2,000.00	\$ 2,000.00
7	Stump, Rem	1.00 Ea	1.00	1.00	\$ 150.00	\$ 150.00
8	Sprinkler Head, Remove and Reset	20.00 Ea	20.00	20.00	\$ 50.00	\$ 1,000.00
9	Curb, Rem	130.00 Ft	130.00	130.00	\$ 25.00	\$ 3,250.00
10	Driveway, Rem	118.00 Syd	118.00	118.00	\$ 15.00	\$ 1,770.00
11	Sidewalk, Rem	990.00 Syd	990.00	990.00	\$ 14.00	\$ 13,860.00
12	Pavt, Rem	157.00 Syd	157.00	157.00	\$ 25.00	\$ 3,925.00
13	Erosion Control, Inlet Protection, Fabric Drop	15.00 Ea	15.00	15.00	\$ 100.00	\$ 1,500.00
14	Aggregate Base, 4-inch	200.00 Syd	200.00	200.00	\$ 12.00	\$ 2,400.00
15	Aggregate Base, 6-inch	250.00 Syd	250.00	250.00	\$ 15.00	\$ 3,750.00
16	HMA Hand Patching	60.00 Ton	60.00	60.00	\$ 350.00	\$ 21,000.00
17	Curb Ramp Opening, Conc	65.00 Ft	65.00	65.00	\$ 50.00	\$ 3,250.00
18	Curb, Conc, Det E2	65.00 Ft	65.00	65.00	\$ 50.00	\$ 3,250.00
19	Sidewalk, Conc, 4-inch	6,800.00 Sft	6,800.00	6,800.00	\$ 6.00	\$ 40,800.00
20	Sidewalk, Conc, 6-inch	1,160.00 Sft	1,160.00	1,160.00	\$ 7.00	\$ 8,120.00
21	Driveway, Conc, 6-inch	150.00 Syd	150.00	150.00	\$ 60.00	\$ 9,000.00
22	Maintenance Gravel	50.00 Ton	50.00	50.00	\$ 35.00	\$ 1,750.00
23	Surface Restoration, Topsoil and Sod	675.00 Syd	675.00	675.00	\$ 20.00	\$ 13,500.00
24	Water Main, HDPE, 8-inch, Open Cut	605.00 Ft	605.00	605.00	\$ 150.00	\$ 90,750.00
25	Water Main, HDPE, 8-inch, Pipe Bursting	1,766.00 Ft	1,766.00	1,766.00	\$ 150.00	\$ 264,900.00
26	Water Main, Rem	669.00 Ft	669.00	669.00	\$ 30.00	\$ 20,070.00
27	Gate Valve and Box, 8-inch	5.00 Ea	5.00	5.00	\$ 5,500.00	\$ 27,500.00
28	Connect to Existing Water Main	2.00 Ea	2.00	2.00	\$ 4,500.00	\$ 9,000.00
29	Residential Water Meter Replacement	73.00 Ea	73.00	73.00	\$ 600.00	\$ 43,800.00
30	Fire Hydrant and Assembly	5.00 Ea	5.00	5.00	\$ 9,500.00	\$ 47,500.00
31	Hydrant, Rem	5.00 Ea	5.00	5.00	\$ 600.00	\$ 3,000.00
32	Gate Well, Rem	1.00 Ea	1.00	1.00	\$ 800.00	\$ 800.00
33	Water Service, HDPE, 1-inch, Short	14.00 Ea	14.00	14.00	\$ 2,500.00	\$ 35,000.00
34	Lead Water Service Replacement, HDPE, 1-inch	53.00 Ea	53.00	53.00	\$ 8,000.00	\$ 424,000.00
35	Lead Water Service Replacement, Copper, 1-inch	5.00 Ea	5.00	5.00	\$ 9,500.00	\$ 47,500.00
36	Water Service, HDPE, 1-inch, Long	10.00 Ea	10.00	10.00	\$ 4,000.00	\$ 40,000.00
37	Electrical Grounding System	53.00 Ea	53.00	53.00	\$ 150.00	\$ 7,950.00
38	Water Pitcher and Refill Cartridges	175.00 Ea	175.00	175.00	\$ 75.00	\$ 13,125.00
39	Temporary Water Supply System	1.00 LSUM	1.00	1.00	\$ 1.00	\$ 1.00
40	Water Service, Hydro-Excavation, 0 to 2 ft	5.00 Ea	5.00	5.00	\$ 400.00	\$ 2,000.00
41	Asbestos Material, Removal	10.00 Ea	10.00	10.00	\$ 300.00	\$ 3,000.00
42	Sign, Remove and Reset	1.00 Ea	1.00	1.00	\$ 150.00	\$ 150.00
43	Landscaping, Misc	1.00 LSUM	1.00	1.00	\$ 5,000.00	\$ 5,000.00
44	Water Service Transfer w/ Stop Box	1.00 Ea	1.00	1.00	\$ 2,500.00	\$ 2,500.00
45	Sidewalk Ramp, Conc, 6-inch	1,835.00 Sft	1,835.00	1,835.00	\$ 30.00	\$ 55,050.00
46	Line Stop, 12-inch	1.00 Ea	1.00	1.00	\$18,500.00	\$ 18,500.00
47	Line Stop, 8-inch	1.00 Ea	1.00	1.00	\$13,000.00	\$ 13,000.00
48	Line Stop, 6-inch	1.00 Ea	1.00	1.00	\$12,000.00	\$ 12,000.00
49	Water Service, HDPE, 1.5-inch short	1.00 Ea	1.00	1.00	\$ 4,500.00	\$ 4,500.00
50	Water Service, HDPE, 1.5-inch, Long	1.00 Ea	1.00	1.00	\$ 6,500.00	\$ 6,500.00
51	Catch Basin, Remove and Replace	2.00 Ea	2.00	2.00	\$ 7,500.00	\$ 15,000.00
52	Aggregate Base, 9-inch, Jefferson	46.00 Syd	46.00	46.00	\$ 25.00	\$ 1,150.00
53	Concrete Base, 10-inch, Jefferson	46.00 Syd	46.00	46.00	\$ 200.00	\$ 9,200.00
54	Permitting Allowance	1.00 Ea	1.00	1.00	\$ 30,000	\$ 30,000.00

SUB-TOTAL INCREASES

DIVISION C: \$1,494,264.46

Division: D: Charlevoix (Wayburn to Beaconsfield)

55	Tree, Rem, 6-inch to 18-inch	18.00 Ea	18.00	18.00	\$ 150.00	\$ 2700.00
56	Curb, Rem	75.00 Ft	75.00	75.00	\$ 25.00	\$ 1875.00
57	Sidewalk, Rem	95.00 Syd	95.00	95.00	\$ 14.00	\$ 1330.00
58	Pavt, Rem	268.00 Syd	268.00	268.00	\$ 25.00	\$ 6700.00
59	Erosion Control, Inlet Protection, Fabric Drop	33.00 Ea	33.00	33.00	\$ 100.00	\$ 3300.00

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
60	Maintenance Gravel	50.00 Ton	50.00	50.00	\$ 35.00	\$ 1750.00
61	Water Main, HDPE, 8-inch, Open Cut	300.00 Ft	300.00	300.00	\$ 150.00	\$ 45000.00
62	Water Main, HDPE, 8-inch, Directional Drill	962.00 Ft	962.00	962.00	\$ 150.00	\$ 144300.00
63	Water Main, Rem	220.00 Ft	220.00	220.00	\$ 35.00	\$ 7700.00
64	Gate Valve and Box, 8-inch	7.00 Ea	7.00	7.00	\$ 5500.00	\$ 38500.00
65	Connect to Existing Water Main	7.00 Ea	7.00	7.00	\$ 4500.00	\$ 31500.00
66	Residential Water Meter Replacement	20.00 Ea	20.00	20.00	\$ 600.00	\$ 12000.00
67	Fire Hydrant and Assembly	3.00 Ea	3.00	3.00	\$ 9500.00	\$ 28500.00
68	Hydrant, Rem	3.00 Ea	3.00	3.00	\$ 600.00	\$ 1800.00
69	Gate Well, Rem	4.00 Ea	4.00	4.00	\$ 800.00	\$ 3200.00
70	Water Service, HDPE, 1-inch, Short	1.00 Ea	1.00	1.00	\$ 2500.00	\$ 2500.00
71	Lead Water Service Replacement, HDPE, 1-inch	14.00 Ea	14.00	14.00	\$ 8000.00	\$ 112000.00
72	Water Service, HDPE, 1-inch, Long	1.00 Ea	1.00	1.00	\$ 4000.00	\$ 4000.00
73	Electrical Grounding System	14.00 Ea	14.00	14.00	\$ 150.00	\$ 2100.00
74	Water Pitcher and Refill Cartridges	14.00 Ea	14.00	14.00	\$ 75.00	\$ 1050.00
75	Asbestos Material, Removal	5.00 Ea	5.00	5.00	\$ 300.00	\$ 1500.00
76	Temp Pavt, Charlevoix	1.00 LSUM	1.00	1.00	\$ 50000.00	\$ 50000.00
77	Water Main, HDPE, 12-inch, Directional Drill	39.00 Ft	39.00	39.00	\$ 305.00	\$ 11895.00
78	Water Main, HDPE, 12-inch, Open Cut	68.00 Ft	68.00	68.00	\$ 305.00	\$ 20740.00
79	Gate Valve and Box, 12-inch	2.00 Ea	2.00	2.00	\$ 12500.00	\$ 25000.00

SUB-TOTAL INCREASES

DIVISION D: \$560,940.00

THE FOLLOWING ITEMS AND METHOD OF PAYMENT DESCRIPTIONS WERE ADDED TO THE CONTRACT AS PART OF THIS CHANGE ORDER.

<u>Pay Item</u>	<u>Pay Unit</u>
Water Main, HDPE, 12-inch, Directional Drill	foot

Directional drilling shall be measured in place horizontally by linear feet. The length shall be measured along the centerline of pipe from start of drill to end of drill.

This pay item includes a 12-gauge copper clad steel tracer wire with blue 30-mil HDPE insulation suitable for direct burial shall be installed with all open cut water main. Tracer wire shall have a minimum average break load of 450 lbs and minimum conductivity of 21%. This contract unit price shall include payment in full for dewatering of excavation as described in the earthwork section.

The contract unit price shall be payment in full for all labor, materials and equipment necessary to construct the water main. Payment for Directional Drilling shall include the following (except such items for which separate prices are received on the bid form): excavating; trenching; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of pipe, jointing materials, fittings, bulkheads, plugs, sleeves, adaptors, joint restraint, corporation stops, necessary thrust blocks; connections to existing mains, including any thrust anchors necessary in accordance with the standard details; tapping water main for service leads; flushing; cleaning; chlorination; sterilization; hydrostatic and bacteriological testing; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

The removal and replacement of miscellaneous tees, crosses, reducer/increaser, and angle fittings shall be included in this pay item for the installation of the new water main.

This pay item shall also include any exploratory test holes to locate existing utilities.

<u>Pay Item</u>	<u>Pay Unit</u>
Water Main, HDPE, 12-inch, Open Cut	foot

Water Main, Open cut shall be measured in place horizontally by linear feet. The length shall be measured along the centerline of pipe. The price of the pipe shall include the HDPE to ductile iron mechanical joint adapters necessary to complete the system as designed.

The contract unit price shall be payment in full for all labor, materials and equipment necessary to construct the water main. Payment for open cut shall include the following (except such items for which separate prices are received on the bid form): excavating; trenching; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of pipe, jointing materials, fittings, bulkheads, plugs, sleeves, adaptors, joint restraint, corporation stops, necessary thrust blocks; any thrust anchors necessary in accordance with the standard details; tapping water main for service leads; flushing; cleaning; chlorination; sterilization; hydrostatic and bacteriological testing; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

Upon installing the water main and making the necessary connections, the Contractor shall backfill the excavation with MDOT Class II granular material, compacted to at least 95% of its maximum unit weight as determined by the current MDOT Density Testing and Inspection Manual. The material shall be placed in maximum 12-inch lifts or as directed by the Engineer.

The removal and replacement of miscellaneous tees, crosses, reducer/increaser, and angle fittings shall be included in this pay item for the installation of the new water main.

<u>Pay Item</u>	<u>Pay Unit</u>
Gate Valve and Box, 12-inch	each

The Contractor shall construct gate valves and boxes where called for on the plans or as directed by the Engineer in accordance with these contract documents. Upon installing the water main and making the necessary connections, the Contractor shall backfill the excavation with MDOT Class II granular material, compacted to at least 95% of its maximum unit weight as determined by the current MDOT Density Testing and Inspection Manual. The material shall be placed in maximum 12-inch lifts or as directed by the Engineer. The removal and replacement of surface materials (such as, but not limit to HMA, concrete, etc.) that are required as part of the work, will be covered by separate contract pay items as included in the Bid Form.

The contract unit price shall be payment in full for all labor, materials and equipment necessary to

construct the gate valves and boxes. Payment for Gate Valve and box, 8-inch shall include the following (except such items for which separate prices are received on the bid form): frame and cover; excavating; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, and utilities; furnishing and placing, jointing materials, valve, fittings, bulkheads, corporation stops, plugs, and frames and covers; cleaning; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

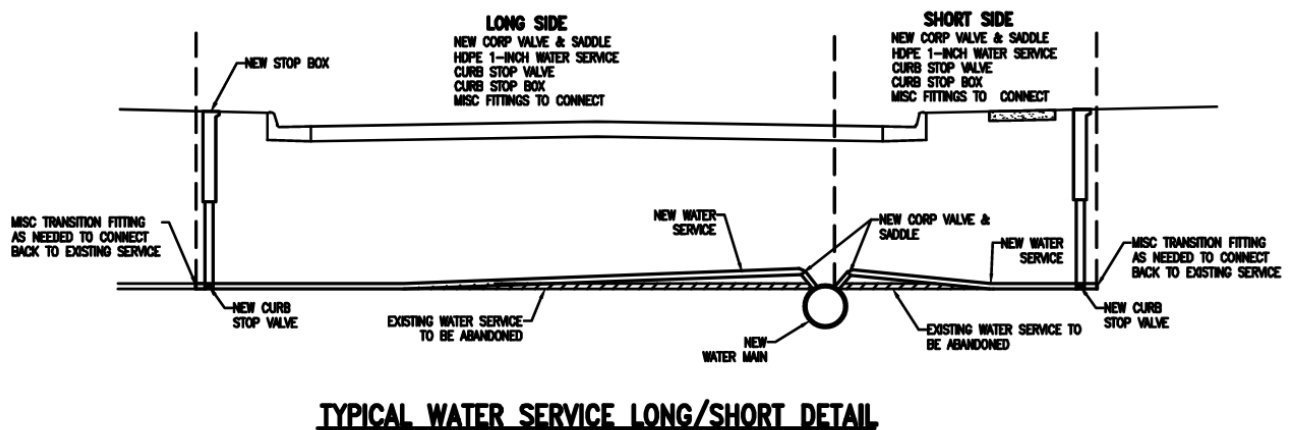
<u>Pay Item</u>	<u>Pay Unit</u>
Water Service, HDPE, 1.5-inch, Short	each
Water Service, HDPE, 1.5-inch, Long	each

Water services shall be measured horizontally in place by linear feet along the center line of the service from the center of the water main to the end of the new service in order to determine if the payment shall be for either Water Service – Short and Water Service – Long.

Payment for Water Services – Short shall be made on the basis of the corresponding contract unit price per each for connections to existing copper water services at the stop box location and existing or proposed water mains where the total length required is greater than 10 feet, but less than 35 feet.

Payment for Water Services – Long shall be made on the basis of the corresponding contract unit price per each for connections to existing copper water services at the stop box location, and existing or proposed water mains where the total length required is greater than 35 feet, but less than 50 feet.

The water service shall include the stop box and stop box valve and all fittings necessary to replace the water service from the water main to the stop box per the detail in this pay item. The water service material, tapping saddle, stop box valve and stop box should be as follows:

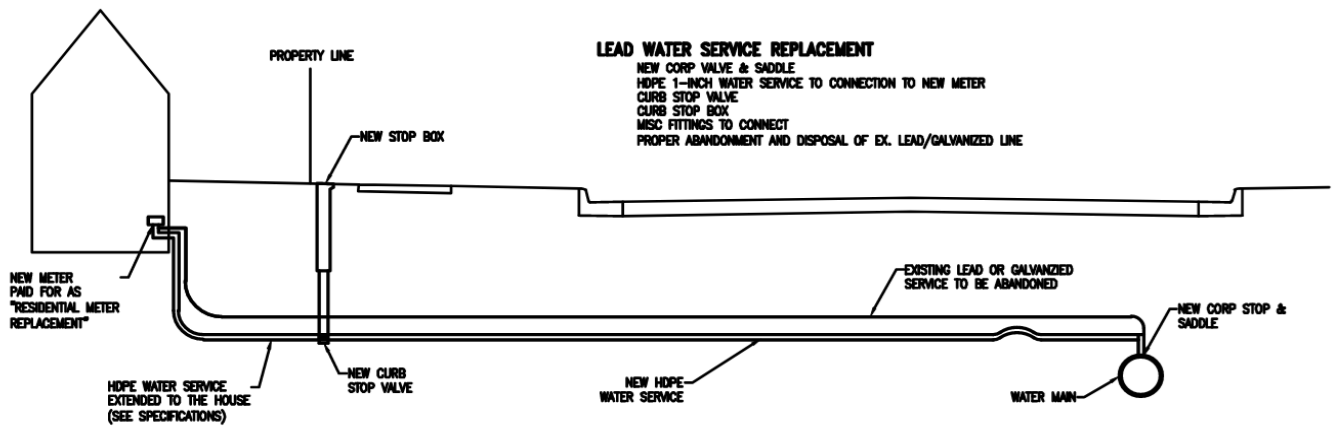


<u>Pay Item</u>	<u>Pay Unit</u>
Lead Water Service Replacement, Copper, 1-inch	each

Lead Water Service Replacement shall be paid for on an each basis from the water main to inside the building regardless of which side of the roadway, including the stop box, stop box valve and all valves and fittings needed to restore the water service. Where the resident opts for Copper replacement of their water service in lieu of performing the electrical grounding work within their property, a copper service will be installed at the direction of the City or Engineer.

Where any portion of the water service line (water main to building) consist of lead or galvanized materials, the contractor shall follow the installation procedures described herein including a new curb stop valve and curb box near the sidewalk at a location approved by the engineer. The partial replacement of non-standard water service lines is not allowed.

In all cases, prior to reconnecting the water meter, the new service line shall be thoroughly flushed with sufficient water volume and velocity to remove all foreign material from within the pipe according to ANSI/AWWA C810-17. If material within the pipe damages or plugs a customer’s piping, the contractor shall be responsible for the cost of all repairs to the related plumbing. After reconnection of the service line, an outside faucet shall be turned on at full velocity for at least 10 minutes to further flush any foreign material from the service line.



TYPICAL LEAD WATER SERVICE REPLACEMENT DETAIL

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base, 9-inch, Jefferson	Syd

Aggregate base course shall be measured by the average width and length as determined by the Engineer. "Aggregate Base, 9-inch, Jefferson" will be used only within the Right-of-way of Jefferson Avenue.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact the aggregate base course materials. Any earth excavation, subgrade preparation, or material disposal that is required for the aggregate base course placement shall be considered as incidental to the work unless separate pay items have been included in the bid form for earthwork.

<u>Pay Item</u>	<u>Pay Unit</u>
Water Service Transfer w/ Stop Box	each

Water Service Transfer w/ Stop Box shall be paid for on an each basis for the copper or plastic water service to be transferred to the new water main within 2-feet of the water main. If the service transfer requires more than 2-feet of service material to reconnect, the service will be paid for using the "Long" or "Short" pay items included in the contract. This pay item includes the replacement of the existing water stop box.

The water service shall include the stop and all fittings necessary to reconnect the existing water service from the existing water main to the proposed water main.

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Ramp, Conc, 6-inch	SFT

Concrete sidewalk ramps shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk ramp area as determined by the Construction Observer. Concrete sidewalk includes the required class II sand base compacted to 98% compaction. This pay item includes all work necessary to conform with the most recent ADA requirements.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the plan details. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk ramp construction.

<u>Pay Item</u>	<u>Pay Unit</u>
Line Stop, 12-inch	each
Line Stop, 8-inch	each
Line Stop, 6-inch	each

The contract unit price shall Payment for Line Stop, 12-inch, Line Stop, 8-inch and Line Stop, 6-inch shall include the following (except such items for which separate prices are received on the bid form): excavating; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support of existing pipe lines, and utilities; tapping the existing 12-inch main with the line stop including equipment and labor; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

The contract unit price shall also include payment in full for dewatering of excavation as described in the Earthwork section. The contract unit price does not include dewatering by means of deep wells or well points. In the event that dewatering by means of deep wells or well points is required, as determined by the Engineer, then this work shall be paid for separately.

Pay Item
Temp Pavt, Charlevoix

Pay Unit
LSUM

This pay item shall include the temporary pavement to restore the removed pavement sections to install the proposed water main on Charlevoix. The pavement restoration shall take place where hard surfaces were removed for the installation of the water main or services. The HMA material shall be compacted to 98% density and finished in a manner that does not restrict pedestrian traffic.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the HMA pavement. Furnishing and applying any bond coats, pavement compaction, and protection of the work shall all be considered as incidental to HMA pavement construction.

Pay Item
Catch Basin, Remove and Replace

Pay Unit
each

The contract unit price shall be payment in full for all labor, materials and equipment necessary to remove the existing catch basin and replace with a new catch basin. Each storm structure shall be complete with base, steps, frames and covers, stubs, pipe opening, channels, and sumps (where appropriate). Payment for this item shall include the following (except such items for which separate prices are received on the bid form): excavating; disposal of the existing structure; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of structure, jointing materials, fittings, bulkheads, and plugs; cleaning; furnishing and placing of required bedding, backfill and fill materials; restoration of all pipe inverts into the structure including tuckpointing and pipe stubs; final adjustment or reconstruction of casting to finished grade; complete cleanup and surface restoration. Payment will be the same for standard and low head structures of the same diameter. Removal of an existing catch basin shall be considered as included in the price for the new storm structure construction if the new storm structure is being constructed in the same location as the existing structure. The existing frame and cover shall be delivered to the City DPW after removal.

The contract unit price shall also include payment in full for dewatering of the excavation as described in the Earthwork section. The contract unit price does not include dewatering by means of deep wells or well points. In the event that dewatering by means of deep wells or well points is required, as determined by the Engineer, then this work shall be paid for separately.

Pay Item
Conc Base, 10-inch, Jefferson

Pay Unit
square yard

Concrete Base, 10-inch, Jefferson shall be measured in place by square yards and the area shall be based upon the pavement length and width measurements as determined by the Engineer. Longitudinal measurements shall be made along the centerline of pavement from end to end. Transverse measurements shall extend from edge of pavement to edge of pavement. If the concrete pavement has an integral curb, then the transverse measurement shall extend to the back of curb so that the integral curb is included in the pavement area calculation. This pay item shall only be utilized within the Jefferson Ave right-of-way.

This pay item shall include all of the necessary lane ties and towel rods as required by Wayne County and per the specifications and standard details provided in the plan set.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to form, place, cure, and protect the concrete pavement in accordance with the plan specifications. Concrete pavement joints and joint sealing shall be considered as included in the pavement construction work unless separate pay items for pavement joints are shown on the Bid Form. Backfilling behind curbs or along pavement edges shall also be considered as incidental to the concrete pavement construction

THE CONSTRUCTION DRAWINGS FOR THE PROJECT WILL BE AMENDED TO INCLUDE:

2025 WATER MAIN IMPROVEMENTS PLAN SET (SHEETS1-29) DATED AUGUST 1, 2025.

CHANGE ORDER



Project: City of Grosse Pointe Park – 2024 Water Main Improvements

Job Number: 7508-23-0070

Owner: City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230
(313) 732-7322

Change Order Number: 2
Date: 8/1/2025
Print Date: 8/1/2025

Contractor: Bidigare Contractors Inc.
939 S. Mill Street
Plymouth, MI 48170
(248) 735-1113

Note:

TO THE CONTRACTOR:

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

OHM Advisors
1145 Griswold Street, Suite 200
Detroit, MI 48226
(313) 481-1250

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

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$2,055,204.46
Original Contract Amount:	\$1,478,312.00
Contract Amount Including Previous Change Orders:	\$1,478,040.93
Amount of this Change Order:	<u>\$2,055,204.46</u>
REVISED CONTRACT AMOUNT:	\$ 3,533,245.39

THE CONTRACT DATES WILL BE MODIFIED:

Current Substantial Completion Date:	October 1, 2024
Proposed Substantial Completion Date:	December 1, 2025
Current Final Completion Date:	October 14, 2024
Current Final Completion Date:	June 1, 2026

Accepted By

Bidigare Contractors Inc _____ Date _____

Approved By

Nick Sizelan – City Manager
City of Grosse Pointe _____ Date _____

Prepared By

Patrick Droze, PE – Principal
OHM Advisors  _____ Date Aug 4, 2025

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division C: Beaconsfield (Jefferson to Essex)						
1	Audio Visual Route Survey	1.00 LSUM	1.00	1.00	\$ 2076.13	\$ 2,076.13
2	Mobilization, Max 5%	1.00 LSUM	1.00	1.00	\$74,147.50	\$ 74,147.50
3	Minor Traffic Control	1.00 LSUM	1.00	1.00	\$17,414.75	\$ 17,414.75
4	Project Cleanup	1.00 LSUM	1.00	1.00	\$12,605.08	\$ 12,605.08
5	Tree, Rem, 19-inch to 36-inch	1.00 Ea	1.00	1.00	\$ 1,300.00	\$ 1,300.00
6	Tree, Rem, 37-inch or Larger	1.00 Ea	1.00	1.00	\$ 2,000.00	\$ 2,000.00
7	Stump, Rem	1.00 Ea	1.00	1.00	\$ 150.00	\$ 150.00
8	Sprinkler Head, Remove and Reset	20.00 Ea	20.00	20.00	\$ 50.00	\$ 1,000.00
9	Curb, Rem	130.00 Ft	130.00	130.00	\$ 25.00	\$ 3,250.00
10	Driveway, Rem	118.00 Syd	118.00	118.00	\$ 15.00	\$ 1,770.00
11	Sidewalk, Rem	990.00 Syd	990.00	990.00	\$ 14.00	\$ 13,860.00
12	Pavt, Rem	157.00 Syd	157.00	157.00	\$ 25.00	\$ 3,925.00
13	Erosion Control, Inlet Protection, Fabric Drop	15.00 Ea	15.00	15.00	\$ 100.00	\$ 1,500.00
14	Aggregate Base, 4-inch	200.00 Syd	200.00	200.00	\$ 12.00	\$ 2,400.00
15	Aggregate Base, 6-inch	250.00 Syd	250.00	250.00	\$ 15.00	\$ 3,750.00
16	HMA Hand Patching	60.00 Ton	60.00	60.00	\$ 350.00	\$ 21,000.00
17	Curb Ramp Opening, Conc	65.00 Ft	65.00	65.00	\$ 50.00	\$ 3,250.00
18	Curb, Conc, Det E2	65.00 Ft	65.00	65.00	\$ 50.00	\$ 3,250.00
19	Sidewalk, Conc, 4-inch	6,800.00 Sft	6,800.00	6,800.00	\$ 6.00	\$ 40,800.00
20	Sidewalk, Conc, 6-inch	1,160.00 Sft	1,160.00	1,160.00	\$ 7.00	\$ 8,120.00
21	Driveway, Conc, 6-inch	150.00 Syd	150.00	150.00	\$ 60.00	\$ 9,000.00
22	Maintenance Gravel	50.00 Ton	50.00	50.00	\$ 35.00	\$ 1,750.00
23	Surface Restoration, Topsoil and Sod	675.00 Syd	675.00	675.00	\$ 20.00	\$ 13,500.00
24	Water Main, HDPE, 8-inch, Open Cut	605.00 Ft	605.00	605.00	\$ 150.00	\$ 90,750.00
25	Water Main, HDPE, 8-inch, Pipe Bursting	1,766.00 Ft	1,766.00	1,766.00	\$ 150.00	\$ 264,900.00
26	Water Main, Rem	669.00 Ft	669.00	669.00	\$ 30.00	\$ 20,070.00
27	Gate Valve and Box, 8-inch	5.00 Ea	5.00	5.00	\$ 5,500.00	\$ 27,500.00
28	Connect to Existing Water Main	2.00 Ea	2.00	2.00	\$ 4,500.00	\$ 9,000.00
29	Residential Water Meter Replacement	73.00 Ea	73.00	73.00	\$ 600.00	\$ 43,800.00
30	Fire Hydrant and Assembly	5.00 Ea	5.00	5.00	\$ 9,500.00	\$ 47,500.00
31	Hydrant, Rem	5.00 Ea	5.00	5.00	\$ 600.00	\$ 3,000.00
32	Gate Well, Rem	1.00 Ea	1.00	1.00	\$ 800.00	\$ 800.00
33	Water Service, HDPE, 1-inch, Short	14.00 Ea	14.00	14.00	\$ 2,500.00	\$ 35,000.00
34	Lead Water Service Replacement, HDPE, 1-inch	53.00 Ea	53.00	53.00	\$ 8,000.00	\$ 424,000.00
35	Lead Water Service Replacement, Copper, 1-inch	5.00 Ea	5.00	5.00	\$ 9,500.00	\$ 47,500.00
36	Water Service, HDPE, 1-inch, Long	10.00 Ea	10.00	10.00	\$ 4,000.00	\$ 40,000.00
37	Electrical Grounding System	53.00 Ea	53.00	53.00	\$ 150.00	\$ 7,950.00
38	Water Pitcher and Refill Cartridges	175.00 Ea	175.00	175.00	\$ 75.00	\$ 13,125.00
39	Temporary Water Supply System	1.00 LSUM	1.00	1.00	\$ 1.00	\$ 1.00
40	Water Service, Hydro-Excavation, 0 to 2 ft	5.00 Ea	5.00	5.00	\$ 400.00	\$ 2,000.00
41	Asbestos Material, Removal	10.00 Ea	10.00	10.00	\$ 300.00	\$ 3,000.00
42	Sign, Remove and Reset	1.00 Ea	1.00	1.00	\$ 150.00	\$ 150.00
43	Landscaping, Misc	1.00 LSUM	1.00	1.00	\$ 5,000.00	\$ 5,000.00
44	Water Service Transfer w/ Stop Box	1.00 Ea	1.00	1.00	\$ 2,500.00	\$ 2,500.00
45	Sidewalk Ramp, Conc, 6-inch	1,835.00 Sft	1,835.00	1,835.00	\$ 30.00	\$ 55,050.00
46	Line Stop, 12-inch	1.00 Ea	1.00	1.00	\$18,500.00	\$ 18,500.00
47	Line Stop, 8-inch	1.00 Ea	1.00	1.00	\$13,000.00	\$ 13,000.00
48	Line Stop, 6-inch	1.00 Ea	1.00	1.00	\$12,000.00	\$ 12,000.00
49	Water Service, HDPE, 1.5-inch short	1.00 Ea	1.00	1.00	\$ 4,500.00	\$ 4,500.00
50	Water Service, HDPE, 1.5-inch, Long	1.00 Ea	1.00	1.00	\$ 6,500.00	\$ 6,500.00
51	Catch Basin, Remove and Replace	2.00 Ea	2.00	2.00	\$ 7,500.00	\$ 15,000.00
52	Aggregate Base, 9-inch, Jefferson	46.00 Syd	46.00	46.00	\$ 25.00	\$ 1,150.00
53	Concrete Base, 10-inch, Jefferson	46.00 Syd	46.00	46.00	\$ 200.00	\$ 9,200.00
54	Permitting Allowance	1.00 Ea	1.00	1.00	\$ 30,000	\$ 30,000.00

SUB-TOTAL INCREASES

DIVISION C: \$1,494,264.46

Division: D: Charlevoix (Wayburn to Beaconsfield)

55	Tree, Rem, 6-inch to 18-inch	18.00 Ea	18.00	18.00	\$ 150.00	\$ 2700.00
56	Curb, Rem	75.00 Ft	75.00	75.00	\$ 25.00	\$ 1875.00
57	Sidewalk, Rem	95.00 Syd	95.00	95.00	\$ 14.00	\$ 1330.00
58	Pavt, Rem	268.00 Syd	268.00	268.00	\$ 25.00	\$ 6700.00
59	Erosion Control, Inlet Protection, Fabric Drop	33.00 Ea	33.00	33.00	\$ 100.00	\$ 3300.00

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
60	Maintenance Gravel	50.00 Ton	50.00	50.00	\$ 35.00	\$ 1750.00
61	Water Main, HDPE, 8-inch, Open Cut	300.00 Ft	300.00	300.00	\$ 150.00	\$ 45000.00
62	Water Main, HDPE, 8-inch, Directional Drill	962.00 Ft	962.00	962.00	\$ 150.00	\$ 144300.00
63	Water Main, Rem	220.00 Ft	220.00	220.00	\$ 35.00	\$ 7700.00
64	Gate Valve and Box, 8-inch	7.00 Ea	7.00	7.00	\$ 5500.00	\$ 38500.00
65	Connect to Existing Water Main	7.00 Ea	7.00	7.00	\$ 4500.00	\$ 31500.00
66	Residential Water Meter Replacement	20.00 Ea	20.00	20.00	\$ 600.00	\$ 12000.00
67	Fire Hydrant and Assembly	3.00 Ea	3.00	3.00	\$ 9500.00	\$ 28500.00
68	Hydrant, Rem	3.00 Ea	3.00	3.00	\$ 600.00	\$ 1800.00
69	Gate Well, Rem	4.00 Ea	4.00	4.00	\$ 800.00	\$ 3200.00
70	Water Service, HDPE, 1-inch, Short	1.00 Ea	1.00	1.00	\$ 2500.00	\$ 2500.00
71	Lead Water Service Replacement, HDPE, 1-inch	14.00 Ea	14.00	14.00	\$ 8000.00	\$ 112000.00
72	Water Service, HDPE, 1-inch, Long	1.00 Ea	1.00	1.00	\$ 4000.00	\$ 4000.00
73	Electrical Grounding System	14.00 Ea	14.00	14.00	\$ 150.00	\$ 2100.00
74	Water Pitcher and Refill Cartridges	14.00 Ea	14.00	14.00	\$ 75.00	\$ 1050.00
75	Asbestos Material, Removal	5.00 Ea	5.00	5.00	\$ 300.00	\$ 1500.00
76	Temp Pavt, Charlevoix	1.00 LSUM	1.00	1.00	\$ 50000.00	\$ 50000.00
77	Water Main, HDPE, 12-inch, Directional Drill	39.00 Ft	39.00	39.00	\$ 305.00	\$ 11895.00
78	Water Main, HDPE, 12-inch, Open Cut	68.00 Ft	68.00	68.00	\$ 305.00	\$ 20740.00
79	Gate Valve and Box, 12-inch	2.00 Ea	2.00	2.00	\$ 12500.00	\$ 25000.00

SUB-TOTAL INCREASES

DIVISION D: \$560,940.00

THE FOLLOWING ITEMS AND METHOD OF PAYMENT DESCRIPTIONS WERE ADDED TO THE CONTRACT AS PART OF THIS CHANGE ORDER.

<u>Pay Item</u>	<u>Pay Unit</u>
Water Main, HDPE, 12-inch, Directional Drill	foot

Directional drilling shall be measured in place horizontally by linear feet. The length shall be measured along the centerline of pipe from start of drill to end of drill.

This pay item includes a 12-gauge copper clad steel tracer wire with blue 30-mil HDPE insulation suitable for direct burial shall be installed with all open cut water main. Tracer wire shall have a minimum average break load of 450 lbs and minimum conductivity of 21%. This contract unit price shall include payment in full for dewatering of excavation as described in the earthwork section.

The contract unit price shall be payment in full for all labor, materials and equipment necessary to construct the water main. Payment for Directional Drilling shall include the following (except such items for which separate prices are received on the bid form): excavating; trenching; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of pipe, jointing materials, fittings, bulkheads, plugs, sleeves, adaptors, joint restraint, corporation stops, necessary thrust blocks; connections to existing mains, including any thrust anchors necessary in accordance with the standard details; tapping water main for service leads; flushing; cleaning; chlorination; sterilization; hydrostatic and bacteriological testing; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

The removal and replacement of miscellaneous tees, crosses, reducer/increaser, and angle fittings shall be included in this pay item for the installation of the new water main.

This pay item shall also include any exploratory test holes to locate existing utilities.

<u>Pay Item</u>	<u>Pay Unit</u>
Water Main, HDPE, 12-inch, Open Cut	foot

Water Main, Open cut shall be measured in place horizontally by linear feet. The length shall be measured along the centerline of pipe. The price of the pipe shall include the HDPE to ductile iron mechanical joint adapters necessary to complete the system as designed.

The contract unit price shall be payment in full for all labor, materials and equipment necessary to construct the water main. Payment for open cut shall include the following (except such items for which separate prices are received on the bid form): excavating; trenching; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of pipe, jointing materials, fittings, bulkheads, plugs, sleeves, adaptors, joint restraint, corporation stops, necessary thrust blocks; any thrust anchors necessary in accordance with the standard details; tapping water main for service leads; flushing; cleaning; chlorination; sterilization; hydrostatic and bacteriological testing; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

Upon installing the water main and making the necessary connections, the Contractor shall backfill the excavation with MDOT Class II granular material, compacted to at least 95% of its maximum unit weight as determined by the current MDOT Density Testing and Inspection Manual. The material shall be placed in maximum 12-inch lifts or as directed by the Engineer.

The removal and replacement of miscellaneous tees, crosses, reducer/increaser, and angle fittings shall be included in this pay item for the installation of the new water main.

<u>Pay Item</u>	<u>Pay Unit</u>
Gate Valve and Box, 12-inch	each

The Contractor shall construct gate valves and boxes where called for on the plans or as directed by the Engineer in accordance with these contract documents. Upon installing the water main and making the necessary connections, the Contractor shall backfill the excavation with MDOT Class II granular material, compacted to at least 95% of its maximum unit weight as determined by the current MDOT Density Testing and Inspection Manual. The material shall be placed in maximum 12-inch lifts or as directed by the Engineer. The removal and replacement of surface materials (such as, but not limit to HMA, concrete, etc.) that are required as part of the work, will be covered by separate contract pay items as included in the Bid Form.

The contract unit price shall be payment in full for all labor, materials and equipment necessary to

construct the gate valves and boxes. Payment for Gate Valve and box, 8-inch shall include the following (except such items for which separate prices are received on the bid form): frame and cover; excavating; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, and utilities; furnishing and placing, jointing materials, valve, fittings, bulkheads, corporation stops, plugs, and frames and covers; cleaning; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

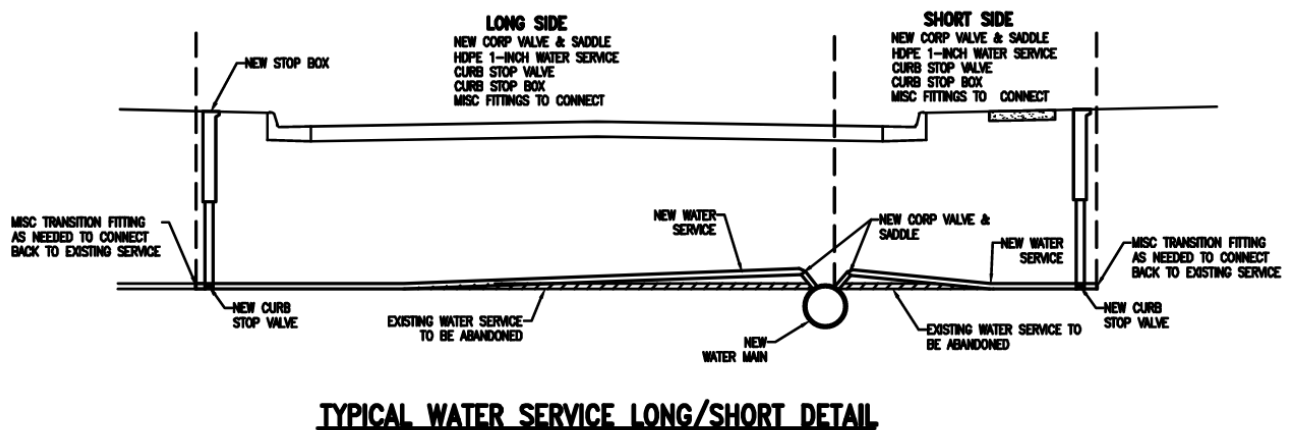
<u>Pay Item</u>	<u>Pay Unit</u>
Water Service, HDPE, 1.5-inch, Short	each
Water Service, HDPE, 1.5-inch, Long	each

Water services shall be measured horizontally in place by linear feet along the center line of the service from the center of the water main to the end of the new service in order to determine if the payment shall be for either Water Service – Short and Water Service – Long.

Payment for Water Services – Short shall be made on the basis of the corresponding contract unit price per each for connections to existing copper water services at the stop box location and existing or proposed water mains where the total length required is greater than 10 feet, but less than 35 feet.

Payment for Water Services – Long shall be made on the basis of the corresponding contract unit price per each for connections to existing copper water services at the stop box location, and existing or proposed water mains where the total length required is greater than 35 feet, but less than 50 feet.

The water service shall include the stop box and stop box valve and all fittings necessary to replace the water service from the water main to the stop box per the detail in this pay item. The water service material, tapping saddle, stop box valve and stop box should be as follows:

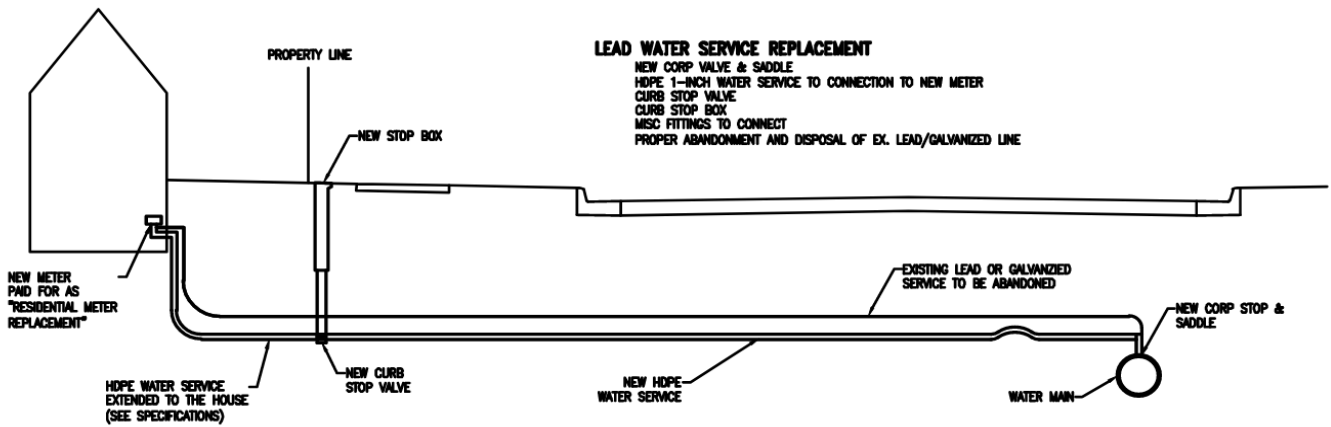


<u>Pay Item</u>	<u>Pay Unit</u>
Lead Water Service Replacement, Copper, 1-inch	each

Lead Water Service Replacement shall be paid for on an each basis from the water main to inside the building regardless of which side of the roadway, including the stop box, stop box valve and all valves and fittings needed to restore the water service. Where the resident opts for Copper replacement of their water service in lieu of performing the electrical grounding work within their property, a copper service will be installed at the direction of the City or Engineer.

Where any portion of the water service line (water main to building) consist of lead or galvanized materials, the contractor shall follow the installation procedures described herein including a new curb stop valve and curb box near the sidewalk at a location approved by the engineer. The partial replacement of non-standard water service lines is not allowed.

In all cases, prior to reconnecting the water meter, the new service line shall be thoroughly flushed with sufficient water volume and velocity to remove all foreign material from within the pipe according to ANSI/AWWA C810-17. If material within the pipe damages or plugs a customer’s piping, the contractor shall be responsible for the cost of all repairs to the related plumbing. After reconnection of the service line, an outside faucet shall be turned on at full velocity for at least 10 minutes to further flush any foreign material from the service line.



TYPICAL LEAD WATER SERVICE REPLACEMENT DETAIL

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base, 9-inch, Jefferson	Syd

Aggregate base course shall be measured by the average width and length as determined by the Engineer. "Aggregate Base, 9-inch, Jefferson" will be used only within the Right-of-way of Jefferson Avenue.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact the aggregate base course materials. Any earth excavation, subgrade preparation, or material disposal that is required for the aggregate base course placement shall be considered as incidental to the work unless separate pay items have been included in the bid form for earthwork.

<u>Pay Item</u>	<u>Pay Unit</u>
Water Service Transfer w/ Stop Box	each

Water Service Transfer w/ Stop Box shall be paid for on an each basis for the copper or plastic water service to be transferred to the new water main within 2-feet of the water main. If the service transfer requires more than 2-feet of service material to reconnect, the service will be paid for using the "Long" or "Short" pay items included in the contract. This pay item includes the replacement of the existing water stop box.

The water service shall include the stop and all fittings necessary to reconnect the existing water service from the existing water main to the proposed water main.

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Ramp, Conc, 6-inch	SFT

Concrete sidewalk ramps shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk ramp area as determined by the Construction Observer. Concrete sidewalk includes the required class II sand base compacted to 98% compaction. This pay item includes all work necessary to conform with the most recent ADA requirements.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the plan details. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk ramp construction.

<u>Pay Item</u>	<u>Pay Unit</u>
Line Stop, 12-inch	each
Line Stop, 8-inch	each
Line Stop, 6-inch	each

The contract unit price shall Payment for Line Stop, 12-inch, Line Stop, 8-inch and Line Stop, 6-inch shall include the following (except such items for which separate prices are received on the bid form): excavating; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support of existing pipe lines, and utilities; tapping the existing 12-inch main with the line stop including equipment and labor; furnishing and placing of required bedding, backfill and fill materials; complete cleanup and surface restoration.

The contract unit price shall also include payment in full for dewatering of excavation as described in the Earthwork section. The contract unit price does not include dewatering by means of deep wells or well points. In the event that dewatering by means of deep wells or well points is required, as determined by the Engineer, then this work shall be paid for separately.

Pay Item
Temp Pavt, Charlevoix

Pay Unit
LSUM

This pay item shall include the temporary pavement to restore the removed pavement sections to install the proposed water main on Charlevoix. The pavement restoration shall take place where hard surfaces were removed for the installation of the water main or services. The HMA material shall be compacted to 98% density and finished in a manner that does not restrict pedestrian traffic.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the HMA pavement. Furnishing and applying any bond coats, pavement compaction, and protection of the work shall all be considered as incidental to HMA pavement construction.

Pay Item
Catch Basin, Remove and Replace

Pay Unit
each

The contract unit price shall be payment in full for all labor, materials and equipment necessary to remove the existing catch basin and replace with a new catch basin. Each storm structure shall be complete with base, steps, frames and covers, stubs, pipe opening, channels, and sumps (where appropriate). Payment for this item shall include the following (except such items for which separate prices are received on the bid form): excavating; disposal of the existing structure; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of structure, jointing materials, fittings, bulkheads, and plugs; cleaning; furnishing and placing of required bedding, backfill and fill materials; restoration of all pipe inverts into the structure including tuckpointing and pipe stubs; final adjustment or reconstruction of casting to finished grade; complete cleanup and surface restoration. Payment will be the same for standard and low head structures of the same diameter. Removal of an existing catch basin shall be considered as included in the price for the new storm structure construction if the new storm structure is being constructed in the same location as the existing structure. The existing frame and cover shall be delivered to the City DPW after removal.

The contract unit price shall also include payment in full for dewatering of the excavation as described in the Earthwork section. The contract unit price does not include dewatering by means of deep wells or well points. In the event that dewatering by means of deep wells or well points is required, as determined by the Engineer, then this work shall be paid for separately.

Pay Item
Conc Base, 10-inch, Jefferson

Pay Unit
square yard

Concrete Base, 10-inch, Jefferson shall be measured in place by square yards and the area shall be based upon the pavement length and width measurements as determined by the Engineer. Longitudinal measurements shall be made along the centerline of pavement from end to end. Transverse measurements shall extend from edge of pavement to edge of pavement. If the concrete pavement has an integral curb, then the transverse measurement shall extend to the back of curb so that the integral curb is included in the pavement area calculation. This pay item shall only be utilized within the Jefferson Ave right-of-way.

This pay item shall include all of the necessary lane ties and towel rods as required by Wayne County and per the specifications and standard details provided in the plan set.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to form, place, cure, and protect the concrete pavement in accordance with the plan specifications. Concrete pavement joints and joint sealing shall be considered as included in the pavement construction work unless separate pay items for pavement joints are shown on the Bid Form. Backfilling behind curbs or along pavement edges shall also be considered as incidental to the concrete pavement construction

THE CONSTRUCTION DRAWINGS FOR THE PROJECT WILL BE AMENDED TO INCLUDE:

2025 WATER MAIN IMPROVEMENTS PLAN SET (SHEETS1-29) DATED AUGUST 1, 2025.



CITY COUNCIL MEETING

DATE: August 11, 2025

SUBJECT: Approve Water/Sewer Capital Improvement Bonding Proposal

SUMMARY: Bendzinski & Co presented by Andy Campbell completed for the City a 6 year Water/Sewer Rate study (Attachment of Capital Improvement Funding over next 6 Years in Agenda Item). Bendzinski & Co are professional municipal finance advisors and have worked with the City prior on the TIFA Bond for the Public Works building and Capital Improvements Bonds for City Hall. Bendzinski & Co is classified as a professional service under the City's Purchasing Policy.

The City identified in its Capital Improvement Plan for Water/Sewer Operations to target a \$6.5 Million Bond to address sewer lining in sections of our City, purchase new water meters and a new Sewer/Jetter Vacuum truck. With the 23% Water/Sewer revenue increase adopted, the City will be able to afford the principal and interest payments to pay off the bond payments. The 592 Water/Sewer fund is now set up to cover bond debt service payments. Below is a snapshot of the City Capital Improvement Plan.

Sanitary Sewer Capital Improvement Program

Project #: SS-25-1

Title: Priority 1 Sanitary Sewer Repairs

Description: The City's Conditional Assessment Study of its sanitary sewer system identified 49 manhole structures and 21,775 feet (4.1 miles) of sanitary sewer main as Priority 1 repairs. This project will rehabilitate all Priority 1 structures and sewer mains.

As of the date of the Water/Sewer Study the bond projects \$1,785,000 of an 8 year open market at an estimate of 4% which includes water meter replacement. The other \$5,040,000 has a 4.25% rate over a 20 year period for sanitary sewer repairs and a sewer jetter structured over 6 years. If the proposed engagement with Bendzinski is approved, the City and Bendzinski will work with Bond Counsel and the City to start the Notice of Intent process and 45 day referendum that will start at our September council meeting.

Stephen Hayduk a registered Municipal Advisor with Bendzinski will be available to provide overview of their services, the process moving forward and any questions council shall have.

FINANCIAL IMPACT: \$29,500 Budgeted for in the 592 Water/Sewer Fund

RECOMMENDATION: Motion to approve the proposal with Bendzinski and Co.

PREPARED BY: Nick Sizeland, City Manager



August 5, 2025

Mr. Nick Sizeland, City Manager
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

RE: City of Grosse Pointe Park, County of Wayne, State of Michigan, Capital Improvement
Bonds, Series 2025 (Limited Tax General Obligation)

Dear Nick,

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above-mentioned bond issue. This letter will confirm the terms of our engagement:

- Act on behalf of the City of Grosse Pointe Park (the "Issuer") with a fiduciary duty, as well as dealing fairly with all persons in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- Phase I
 - Prepare complete financial information in cooperation with officials and engineers in order to arrive at the amount of the issue to be sold;
 - Development of cash flow analysis and revenue sources to meet the principal and interest obligations on the proposed bonds;
 - With input from the Issuer, determine whether a private placement, competitive or a negotiated sale is the most beneficial to the issuance of the bonds depending on the selected bond issue type and current market conditions, and then develop a plan of finance;
- Phase II
 - Prepare a time schedule, illustrating the steps necessary to issue the bonds;
 - If necessary, prepare with officials, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
 - Prepare bond specifications for bond counsel including interest rate limitations, redemption provisions, bidding, and good faith details;
 - Assist with the selection of registrar/transfer/paying agent, if requested;
 - Assist the Issuer with the selection of an underwriter or placement agent, if requested;
 - Based on information provided by the Issuer and other parties, prepare preliminary and final official statement or other disclosure documents. Except as specifically provided herein, Bendzinski & Co. is not responsible for preparing any preliminary or final disclosure document, or for certifying as to the accuracy or completeness of any

Mr. Nick Sizeland, City Manager
City of Grosse Pointe Park
August 5, 2025

- preliminary or final disclosure document, other than with respect to any information about Bendzinski & Co. provided by Bendzinski & Co. for inclusion in such documents;
- If the Bonds are to be rated, advising and assisting with the selection of rating agencies. Preparation of materials to be provided to ratings agencies and in developing strategies with officials for meetings with ratings agencies;
 - A representative of Bendzinski & Co. shall review the bids for compliance with the terms set forth by the Issuer;
 - After the bids are received, Bendzinski & Co. will calculate and verify the True Interest Cost on the bids submitted.
 - Prepare an easy to read comparison of all the bids received;
 - Prepare final closing memo, pricing numbers including the final debt service schedule, pricing summary, and sources and uses of funds based on lowest bid; and
 - Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.

Bendzinski & Co. proposes a fee of \$29,500.00. This fee includes all out-of-pocket expenses, meeting attendance, mileage, etc. This fee is payable upon closing of the bonds.

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

The Municipal Advisory Council of Michigan (the “MAC”) assesses Bendzinski & Co., a \$450.00 fee for every bond issue where we act as municipal advisor in the State of Michigan. This fee will be included in the overall bond costs of issuance. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer’s debt statements, overlapping debt and indirect debt, as used to determine suitability and as disclosed in official statements, (if applicable). The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements and bond calls. The MAC does not do any lobbying. Robert J. Bendzinski, currently serves on the MAC Board of Directors.

Mr. Nick Sizeland, City Manager
City of Grosse Pointe Park
August 5, 2025

Bendzinski & Co. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer’s evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Copies of Bendzinski & Co.’s filings with the SEC can currently be found by accessing the SEC’s EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors



Stephen Hayduk, CPA
Registered Municipal Advisor

Accepted: _____, 2025

CITY OF GROSSE POINTE PARK, STATE OF MICHIGAN

Signature: _____

Printed Name: _____

Title: _____

Capital Improvement Plan

3.1 Capital Improvement Plan (CIP)

Capital improvements are larger, one-time expenses that are separate from ongoing operations and maintenance expenses. It is beneficial to plan for these potential costs in advance and develop a detailed capital improvement plan.

For water, the City is considering cash-funding \$13,338,154 and debt-funding \$6,415,500 of capital improvements, which results in a potential total of \$19,753,654 for water capital improvements.

For sewer, the City is considering cash-funding \$2,789,001 and debt-funding \$22,596,830 of capital improvements, which results in a potential total of \$25,385,831 for sewer capital improvements.

The City’s projected capital improvement costs account for inflation and contingency factors. The City provided a capital improvement plan up to fiscal year end 2030/31. Below are the lists of estimated cash-funded and debt-funded capital improvement costs identified by year for the City. Appendix B provides a detailed breakdown of the capital improvement plans for both water and sewer.

TABLE 3-1A: WATER CAPITAL IMPROVEMENT PLAN SUMMARY

Year	Cash-Funded Capital Improvements	Debt-Funded Capital Improvements	Total
2024/25	\$1,445,000	-	\$1,445,000
2025/26	1,706,250	\$1,785,000	3,491,250
2026/27	2,260,125	-	2,260,125
2027/28	549,872	4,630,500	5,180,372
2028/29	638,141	-	638,141
2029/30	3,254,518	-	3,254,518
2030/31	3,484,249	-	3,484,249
Total	\$13,338,154	\$6,415,500	\$19,753,654

TABLE 3-1B: SEWER CAPITAL IMPROVEMENT PLAN SUMMARY

Year	Cash-Funded Capital Improvements	Debt-Funded Capital Improvements	Total
2024/25	\$495,000	-	\$495,000
2025/26	388,500	\$5,040,000	5,428,500
2026/27	468,563	-	468,563
2027/28	448,580	9,261,000	9,709,580
2028/29	334,264	-	334,264
2029/30	319,070	8,295,830	8,614,901
2030/31	335,024	-	335,024
Total	\$2,789,001	\$22,596,830	\$25,385,831



CITY COUNCIL MEETING

DATE: August 11, 2025

SUBJECT: Approve Bond Counsel Proposal

SUMMARY: Bond Counsel is engaged as a recognized legal expert with the primary responsibility of providing an objective legal opinion regarding the authorization and issuance of Municipal Bonds. Pat McGow from Miller Canfield is highly regarded in the profession, specializes in public finance and infrastructure bond issues and has provided support to numerous municipalities to assist with Bond Counsel. Pat has worked with Bendzinski and Co. for multiple bond efforts as well. Pat will provide the following services as part of the \$6.5 Million Water/Sewer Capital Improvement Bond including the following:

- **Legal Consultation**

Advising City officials and other stakeholders on the legal framework of the proposed borrowing, including the City's authority to issue bonds and any limitations on that authority. We will also assist in the design of the bond program and development of the project timeline.

- **Document Preparation**

Drafting all necessary resolutions, notices, agreements, ballot language, election proceedings, and other legal documents required to authorize, issue, and deliver the bonds. If applicable, we will assist the City in preparing applications to the Michigan Department of Treasury for approval to issue the bonds.

- **Federal Tax Compliance**

Analyzing federal tax issues related to the bonds, with review by an attorney specializing in the Internal Revenue Code as it applies to municipal tax-exempt bonds. We will ensure compliance with all relevant tax regulations and seek to minimize any adverse tax consequences.

- **Bond Form and Closing Assistance**

Preparing the official bond form for printing definitive bonds for delivery. We will also participate in the sale and closing of the bonds to address any legal issues that may arise during those processes.

- **Legal Opinion**

Providing a final approving legal opinion regarding the validity and enforceability of the bonds and related authorizing documents, as well as the federal and state tax-exempt status of interest on the bonds.

FINANCIAL IMPACT: \$36,500. Bond Counsel Budgeted for in the 592 Water/Sewer Fund

RECOMMENDATION: Motion to approve Pat McGow of Miller Canfield to provide Bond Counsel Service

PREPARED BY: Nick Sizeland, City Manager

MILLER CANFIELD

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CALIFORNIA
CANADA
MEXICO
POLAND
UKRAINE
QATAR

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
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Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

August 5, 2025

Mr. Nick Sizeland
City Manager
City of Grosse Pointe Park
15115 E. Jefferson Ave
Grosse Pointe Park, MI 48230

Re: City of Grosse Pointe Park –Capital Improvement Bonds

Dear Nick:

This letter is an update to our original engagement letter dated April 18, 2024 to provide a fee quote for the project. Again, we appreciate the opportunity to serve the City of Grosse Pointe Park (the “City”) as bond counsel in connection with the proposed issuance of bonds (the “Bonds”) to finance sanitary sewer improvements and water meter replacement for the City. You may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel’s Role

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However, our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Consult with City officials and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power and consult with City officials in the design of the bonding program and timing schedules.

2. Prepare all of the necessary resolutions, notices, agreements, ballot language, election proceedings and other documents necessary to authorize, issue and deliver the bonds. We also would assist the City in preparing applications to the Michigan Department of Treasury, if necessary, for approval to issue the bonds.

3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.

4. Prepare the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.

5. Give the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the excludability of the interest on the bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters. We understand that the City will engage Bendzinski & Co. as its municipal financial advisor for the Bonds.

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Because we are not the City's general counsel, our engagement in this matter is not an undertaking at this time to represent the City or its interests in any other matters for which we are not separately engaged.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise

Mr. Nick Sizeland

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August 5, 2025

in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

We are not being retained and our acceptance of this engagement is not an undertaking to provide the City or any other person or entity with any advice or guidance relating to the Corporate Transparency Act (CTA) or their obligations thereunder, to prepare, review, submit, or update and document under the CTA, or to prepare or file any entity formation or registration documents on behalf of the City or any other person or entity.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

Since the Bonds have not yet been offered for sale, the actual purchaser of the Bonds (the "Purchaser") cannot be identified at this time. We wish to point out that it is possible that the eventual Purchaser will be an investment bank or other financial institution that has been or is a client of this firm with respect to matters unrelated to the Bonds. We do not believe our representation of the City will be either: (i) materially limited by the Purchaser being our client on unrelated matters, or (ii) directly adverse to the Purchaser under these circumstances since (a) the terms of the Bonds, the Notice of Sale, the Bond resolution and our opinion will have been established prior to the acceptance of the bid for the Bonds from the Purchaser, (b) the terms of said documents will not be modified in any material manner following the sale of the Bonds, and

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

Mr. Nick Sizeland

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August 5, 2025

(c) all that remains to be completed subsequent to the Bond sale is the delivery of the Bonds to the Purchaser in accordance with the terms of the Notice of Sale.

Fees

It is our understanding that the City is considering the issuance of a single series of Bonds to generate the approximate amount of \$6,500,000 of Bond proceeds to finance the projects. Based on the terms, structure, size and schedule of financing, the time we anticipate devoting to the financing, and the responsibilities that we assume, our legal fee as bond counsel would be \$36,500, including all out-of-pocket expenses, including travel costs, document production, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements. As you are aware, our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

If you have any questions regarding this letter, please give me a call.

Very truly yours,

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

By: 
Patrick F. McGow



CITY COUNCIL MEETING

DATE: August 11, 2025

SUBJECT: Approve One Year Recycling Extension

SUMMARY: The City of Grosse Pointe Park, City, Farms and Shores contracts with Priority Waste for Recycling Services. These communities entered into a contract extension with GFL prior to Priority purchasing the company in June of 2024. This is the last year of a one year option from a 2021 Request for Proposal 5 year contract to continue Recycling, Household Hazardous Waste Drop Off and Electronic Recycling/Paper Shredding. Grosse Pointe City, Farms and Shores will all sign the one year option.

The rates are contractually locked in at \$6.30 per month and reflective of all Grosse Pointe communities. With approval of this renewal, recycling will continue until September 30, 2026. The Grosse Pointe Communities will be meeting to discuss next steps regarding future contracts with options for non-performance of haulers and the bidding process. While there have been challenges with recycling service at times and our staff have taken many calls for missed pickups or delays, Priority in recent weeks has notified us ahead of time if they expect delays in pick up to allow the city to communicate to residents ahead of time. Priority has also notified the City newer trucks will be servicing the area later this summer/fall.

FINANCIAL IMPACT: The City has budgeted the Increase of \$6.12 to \$6.30 for the Fiscal Year 2026 Budget

RECOMMENDATION: Motion to Approve the 1 Year Recycling Extension with Priority Waste

PREPARED BY: Nick Sizeland, City Manager

Contract Extension
Grosse Pointe Communities – Priority Waste LLC

This Contract Extension is made effective as of the 1st day of October, 202~~5~~⁴, (the “Contract Extension”), by and among the City of Grosse Pointe Farms, a Michigan Municipal Corporation (“GPF”), the City of Grosse Pointe, a Michigan Municipal Corporation (“GP”), the City of Grosse Pointe Park, a Michigan Municipal Corporation (“GPP”), and the Village of Grosse Pointe Shores, a Michigan City and a Michigan Municipal Corporation (“GPS”), (each of GPF, GP, GPP, GPS is referred to as a "Municipality “and collectively as the “Municipalities”) and Priority Waste LLC, a Michigan limited liability company whose offices are located at 45000 River Ridge Dr., Suite 200, Clinton Township MI 48038 (the “Contractor”). The Municipalities and the Contractor are referred to herein individually as a “Party” and collectively as the "Parties".

WHEREAS the Municipalities and GFL Environmental Inc. (“GFL”) are parties to an Agreement with The Grosse Pointe Communities for Curbside Recycling Program With Household Hazardous Waste Drop-Off And Electronic Recycling document Shredding Program on August 3, 2009 (the "Agreement"); and

WHEREAS the Municipalities and GFL are parties to a Third Amendment to Agreement with The Grosse Pointe Communities for Curbside Recycling Program with Household Hazardous Waste Drop-Off and Electronic Recycling and Document Shredding Program (the "Third Amendment"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Municipalities issued, and GFL accepted the 2021 Recycling RFP as defined in the Third Amendment ("GFL 2021) proposal”); and

WHEREAS, the Third Amendment provided that the Municipalities would have three (3) options, each of one (1) year duration to further extend the Agreement; and

WHEREAS, the Municipalities exercised the first one (1) year option beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, on June 4, 2024, GFL provided notice to the Municipalities of its sale of the residential collection assets and this Agreement to Contractor.

WHEREAS the Municipalities each accepted the assignment of the contract from GFL to Contractor.

WHEREAS, the Municipalities and Contractor now wish to further extend the term of the Agreement and the GFL 2021 Proposal by exercising the second, one (1) year option subject to the term and conditions set forth herein.

WHEREAS, the Municipalities and Contractor now wish to further extend the term of the Agreement and the GFL 2021 Proposal by exercising the third, one (1) year option subject to the term and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term of Contract.** The Parties agree that the term of the Agreement shall be extended for an additional period of one (1) year beginning on October 1, 202~~5~~⁴ and ending September 30, 202~~6~~⁵, subject to the Municipalities' option to further extend the term as set forth in the Third Amendment.
2. **Rates.** The collection rates will be \$6.~~30~~³⁰~~12~~ per month for the period October 1, 202~~5~~⁴ through September 30, 202~~6~~⁵.
3. **Terms.** All other terms and conditions set forth in the Third Amendment shall remain in full force and effect.
4. **Execution.** The parties agree that signatures on title Contract Extension may be delivered by facsimile or an emailed PDF in lieu of an original signature, and the Parties agree to treat facsimile or emailed PDF signatures as original signature and to be bound by this provision. This Contract Extension may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

5. **Authority.** Each of the Parties represent and warrant that the individuals signing this Contract Extension on behalf of such Party has the authority to sign on behalf of the entity for which they have acted as signatory.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Extension, Grosse Pointe Communities, to be executed by their respective authorized representatives.

Dated: _____

**CITY OF GROSSE POINTE
a Municipal Corporation**

Witnessed By:

By: _____

Print Name _____

Its: _____

Dated: _____

**CITY OF GROSSE POINTE PARK
a Municipal Corporation**

Witnessed By:

By: _____

Print Name _____

Its: _____

Dated: _____

Witnessed By:

**CITY OF GROSSE POINTE FARMS
a Municipal Corporation**

By: _____

Print Name _____

Its: _____

Dated: _____

Witnessed By:

**VILLAGE OF CITY OF GROSSE POINTE SHORES
A Michigan City and
a Municipal Corporation**

By: _____

Print Name _____

Its: _____

Dated: _____

Witnessed By:

Dated: _____

**PRIORITY WASTE LLC
Michigan Limited Liability Co**