



Macomb County Board of Commissioners

Dave Flynn – Board Chair Kathy Tocco – Vice Chair Steve Marino – Sergeant-At-Arms

District 1 – Andrey Duzyj District 2 – Marv Sauger District 3 – Veronica Klinefelt District 5 – Rob Mijac District 6 – Jim Carabelli
District 7 – Don Brown District 8 – Kathy Vosburg District 9 – Fred Miller District 12 – Bob Smith District 13 – Joe Sabatini

FINAL AGENDA

DATE/TIME: Thursday, October 06, 2016 immediately following Finance

COMMITTEE: Full Board

COMMITTEE CO-CHAIRS: Board Chair Flynn and Vice-Chair Tocco

COMMITTEE MEMBERS: Committee of the Whole

LOCATION: Room 126, Oakland University / Anton Frankel Center, 20 S. Main Street Mount Clemens, MI

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of Agenda
5. Approval of Minutes dated **September 15, 2016** **(page 1)**
6. Public Participation
(Five minutes maximum per speaker, or longer at the discretion of the Chairperson, related only to issues on the agenda)
7. Correspondence from Executive (**none**)
8. Approve the Engineering Contract for Traffic Operations Engineering Services with AECOM for the Continued Staffing of the Traffic Operations Center (**Item Approved Via Bypass Procedure on 9-19-16**) **(page 6)**
9. Committee Reports:
 - a. Government Operations, October 4 (**none**)
 - b. Justice and Public Safety, October 5 (**none**)
 - c. Health and Human Services, October 5 (**none**)
 - d. Finance, October 6 **(to be provided)**
10. Receive and File:
 - a. Public Works' Address to an Item Presented at the Board of Commissioners Meeting on September 15, 2016 by Plante Moran **(page 21)**

11. Proclamation:

- a. Commending the International Academy of Macomb for Achieving High Ranking in the 2016 US News and World Report National High School Best Overall Public Schools (**Offered by Klinefelt; recommended by Government Operations on 10-4-16; previously provided at committee meeting**)

12. New Business

13. Public Participation

(Five minutes maximum per speaker or longer at the discretion of the Chairperson)

14. Roll Call

15. Adjournment

###

**UNOFFICIAL MINUTES OF THE
MACOMB COUNTY COMMISSION
FULL BOARD MEETING
SEPTEMBER 15, 2016**

The Macomb County Commission met at 7:05 p.m. on Thursday, September 15, 2016 at Oakland University / Anton Frankel Center, 20 S. Main Street, Room 126, Mount Clemens. Chair Flynn called the meeting to order.

ROLL CALL

NAME	DISTRICT	PRESENT	NOT PRESENT
Don Brown	7	X	
James Carabelli	6	X	
Andre Duzyj	1	X	
David Flynn	4	X	
Veronica Klinefelt	3	X	
Steve Marino	10	X	
Robert Mijac	5	X	
Fred Miller	9	X	
Joe Sabatini	13	X	
Marvin Sauger	2	X	
Bob Smith	12	X	
Kathy Tocco	11	X	
Kathy Vosburg	8	X	

INVOCATION

Commissioner Marino gave the invocation.

AGENDA

MOTION

A motion was made by Commissioner Miller, to approve the agenda, **AS AMENDED**, to move up Item #11b (Resolution Authorizing Publication of a Notice of Intent to Sell Bonds and

Notice of Right of Referendum), supported by Commissioner Smith. **THE MOTION CARRIED.**

MINUTES

MOTION

A motion was made by Commissioner Marino, to approve the minutes dated September 8, 2016, supported by Commissioner Tocco. **THE MOTION CARRIED.**

PUBLIC PARTICIPATION

Joseph Hunt, 8306 Stanley, Warren

CORRESPONDENCE FROM THE EXECUTIVE

August 31, 2016 Letter regarding Veto Ordinance 2016-03

MOTION

R16-193 A motion was made by Commissioner Sabatini, to receive and file, supported by Commissioner Smith. **THE MOTION CARRIED.**

RESOLUTION

MOTION

A motion was made by Commissioner Miller, to adopt the following Resolution, supported by Commissioner Duzyj.

R16-194 Authorizing Publication of a Notice of Intent to Sell Bonds and Notice of Right of Referendum (offered by Board Chair, recommended by Finance Committee on 09-14-16).

A roll call vote was taken:

Voting yes were: Klinefelt, Marino, Mijac, Sabatini, Sauger, Smith, Vosburg, Brown, Carabelli, Duzyj, Miller, Tocco and Flynn. There were 13 YES votes. There were 0 NO votes.

THE MOTION CARRIED.

RECEIVE AND FILE

Review of Comprehensive Annual Financial report for year ended December 31, 2015 (Given by David Herrington, Partner; Lisa Manetta, CPA, CFE, Audit Partner; Steve Smigiel, Finance Director)

MOTION

R16-195 A motion was made by Commissioner Sabatini, to receive and file the Comprehensive Annual Financial report, supported by Commissioner Marino. **THE MOTION CARRIED.**

INFRASTRUCTURE COMMITTEE MEETING – September 13, 2016

No report

FINANCE COMMITTEE MEETING – September 14, 2016

The reading of the recommendations from the Finance Committee meeting was waived and a motion was made by Commissioner Miller, supported by Commissioner Brown, to adopt the committee recommendations.

- R16-196** Approve the Cost Share Agreement outlining the cost participation between the City of Fraser and The Department of Roads for the resurfacing of Utica Road from 14 Mile to north of 15 Mile Road; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive.
- R16-197** Approve the Cost Share Agreement outlining the cost participation between Macomb Township and the Department of Roads for the construction of a roundabout at 25 Mile and Romeo Plank; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive.
- R16-198** Approve the Cost Share Agreement outlining the cost participation between Macomb Twp., Shelby Twp., and the Department of Roads for the Hayes Road resurfacing between 25 and 26 Mile Roads; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive.
- R16-199** Approve the FY 2017 September Year-End Funds Continuing Appropriation Ordinance; further, a copy of this Board of Commissioners' action is directed to be delivered forthwith to the Office of the County Executive. (Record Vosburg NO vote from Committee)

THE MOTION CARRIED.

PROCLAMATION

MOTION

A motion was made by Commissioner Miller, to adopt the following Proclamation, supported by Commissioner Vosburg.

- R16-200** Commending Sheila Strunk upon her retirement from Macomb County DHS. (Offered by Miller, recommended by Finance Committee on 09-14-16)

THE MOTION CARRIED.

BOARD CHAIR REPORT

MOTION

A motion was made by Commissioner Marino, to receive and file, supported by Commissioner Vosburg. **THE MOTION CARRIED.**

ETHICS ORDINANCE

Given by Scott Smith, Independent Counsel

MOTION

A motion was made by Commissioner Smith, to adopt the following resolution, supported by Commissioner Marino.

R16-201 Resolution to Override Veto of Ordinance 2016-03 “An Ordinance to Amend and Restate Ordinance No. 2011-10 Entitled, “An Ordinance to Establish a Standard of Ethics for all public servants of Macomb County pursuant to Section 2.2 of the Home Rule Charter of Macomb County, Michigan”.

A roll call vote was taken:

Voting yes were: Mijac, Miller, Sabatini, Vosburg, Brown, Carabelli, Duzyj, Klinefelt, Smith, Marino, Tocco and Flynn. There were 12 YES votes.

Voting no was: Sauger. There was 1 NO votes.

THE MOTION CARRIED.

MOTION

R16-202 A motion was made by Commissioner Miller, to send the letter from Dickinson Wright to the Executive’s Office on behalf of the entire Commission, supported by Commissioner Marino.

THE MOTION CARRIED.

NEW BUSINESS

Chair Flynn spoke regarding restatement and clarifying of the retirement ordinance.

PUBLIC PARTICIPATION

Roger Heller, 24082 Meadowbridge, Clinton Twp.

Joe Hunt, 8306 Stanley, Warren

Birdie Nash, 29484 Ashland Ave, Harrison Twp.

Karen Spranger, 7520 Hudson, Warren

ROLL CALL

NAME	DISTRICT	PRESENT	NOT PRESENT
Don Brown	7	X	
James Carabelli	6	X	
Andre Duzyj	1	X	
David Flynn	4	X	
Veronica Klinefelt	3	X	
Steve Marino	10	X	
Robert Mijac	5	X	
Fred Miller	9	X	
Joe Sabatini	13	X	
Marvin Sauger	2	X	
Bob Smith	12	X	
Kathy Tocco	11	X	
Kathy Vosburg	8	X	

ADJOURNMENT

MOTION

A motion was made by Commissioner Duzyj, to adjourn, supported by Commissioner Sauger. **THE MOTION CARRIED.**

Chair Flynn adjourned the meeting at 8:30 p.m., until the call of the Chair.

 David Flynn, Chair

 Todd Schmitz, Chief Deputy County Clerk



Request to Bypass General Contracting Approval Procedures

***This form is required pursuant to Section II.C.6 of the Macomb County Contracting Policy (Amended 02-06-14) and must be included with the Contract Review Request Form, and all relevant contract files.*

Department Name

Department of Roads

Contract / Program Title

Engineering Contract - TOC Services

Bypass Reason(s):

- Prevent or minimize serious disruption of government services
 May result in additional cost to County if not acted upon promptly
 May permit savings by the County if acted upon promptly

Additional Explanation for Bypass:

Contract must be approved, signed and back to MDOT prior to 9/30/16, in order to continue contracted engineering services at the Traffic Operation Center.

Assigned To Committee:

Infrastructure/Economic Development

Board Chair

Dave Flynn, Board Chair

Signature

David J. Flynn

Date

09-19-16

Committee Chair / Vice-Chair

Jim Carabelli, Infra/ED Chair

Signature

Jim Carabelli

Date

09-19-16

Finance Chair / Vice-Chair

Fred Miller, Finance Chair

Signature

Fred Miller

Date

9/19/16



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Mark F. Deldin, Deputy County Executive 

Date: September 16, 2016

RE: Agenda Item – Department of Roads, Engineering Contract for TOC Services

Attached you will find documentation and a resolution from Department of Roads Director, Robert Hoepfner, to approve the Engineering Contract for Traffic Operations Engineering Services with AECOM for the continued staffing of the Traffic Operations Center.

This contract allows for contracting of staffing for the Traffic Operations Center.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the AECOM Engineering Contract as stated above.

MFD/smc

cc: Robert Hoepfner



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

10/06/16

RESOLUTION

Resolution to:

Approve the Engineering Contract for Traffic Operations Engineering Services with AECOM for the continued staffing of the Traffic Operations Center.

Introduced By:

Commissioners James Carabelli & Robert Mijac, Infrastructure/Economic Development Committee

Additional Background Information (If Needed):

This project is in the current 2016-17 Budget under Pavement Preservation Program.

Request that this contract go directly to the Board of Commissioners Meeting scheduled on 9/23/16 for approval. Contract must be approved, signed and returned to MDOT prior to FY end of 9/30/16.

This item was approved, by Infrastructure/Economic Development, via bypass procedure on 9-19-16

Committee

Meeting Date

~~09/23/2016~~

Full Board

10/6/16



MEMORANDUM

DATE: 09/15/2016

TO: Office of County Executive

FROM: Robert P. Hoepfner, Director of Roads

RE: REQUEST APPROVAL / ADOPTION OF
Engineering Contract for TOC Services

SUBJECT:

Engineering Contract for TOC services outlines the terms and finances for staffing the TOC by AECOM.

PURPOSE / JUSTIFICATION:

Contracting of staffing for TOC

FISCAL IMPACT / FINANCING:

TOC Staffing is budgeted in the 2016-17 Budget

FACTS AND PROVISION / LEGAL REQUIREMENTS (If applicable):

Standard MDOT Third Party Agreement; final renewal of original contract

IMPACT ON CURRENT SERVICES (PROJECTS):

Renewal of contract for staffing to continue operation in the TOC at COMTEC building.



CONTRACT REVIEW ROUTING FORM

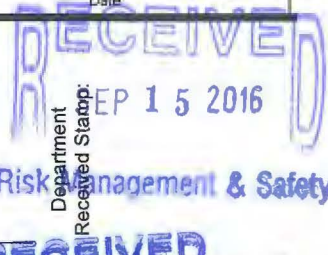
November 2015
REV 4


ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Robert P. Hoepfner	Department: Roads	Date: 09/15/2016
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call for Pick Up: # 5864630344


CONTACT INFORMATION	
Contract Title: Engineering Contract - TOC Services	GRANT <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> Funded Return By Date: 09/17/2016

DEPARTMENT ROUTING & AUTHORIZATIONS	
NOTES:	

NEW IT Dept. Authorization	DOES THIS INVOLVE TECHNICAL SUPPORT RELATED TO HARDWARE OR SOFTWARE? If No, Skip this step.	
	<input type="checkbox"/> Yes, Send to IT. Chief Information Officer review/approval is REQUIRED.	
	<input type="checkbox"/> Approved	
	<input type="checkbox"/> Approved with changes	
<input type="checkbox"/> Rejected and Return to Requesting Department		_____ Date
_____ Authorized Signature		_____ Date

1. RISK & CONTRACT MANAGEMENT -	
<input checked="" type="checkbox"/> Approved	
<input type="checkbox"/> Approved with changes	
<input type="checkbox"/> Rejected	
RETURN TO REQUESTING DEPARTMENT	_____ Date
_____ Authorized Signature	_____ Date

2. FINANCE DEPARTMENT -	
<input checked="" type="checkbox"/> Approved	
<input type="checkbox"/> Approved with changes	
<input type="checkbox"/> Rejected	
RETURN TO RISK & CONTRACT MANAGEMENT	_____ Date
_____ Authorized Signature	_____ Date

3. OFFICE OF CORPORATION COUNSEL -	
<input checked="" type="checkbox"/> Approved	
<input type="checkbox"/> Approved with changes	
<input type="checkbox"/> Rejected	
RETURN TO RISK & CONTRACT MANAGEMENT	_____ Date
_____ Authorized Signature	_____ Date

4. OFFICE OF COUNTY EXECUTIVE -	
<input checked="" type="checkbox"/> Approved	
<input checked="" type="checkbox"/> BOC Review Required	
<input type="checkbox"/> Approved with changes	
<input type="checkbox"/> Rejected - RETURN TO RISK & CONTRACT MANAGEMENT	
_____ Date	_____ Date
_____ Authorized Signature	_____ Date



CONTRACT REVIEW ROUTING FORM

 November 2015
REV 4

ORIGINATING DEPARTMENT INFORMATION

Department Leader: Robert P. Hoepfner	Department: Roads	Date: 09/15/2016
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call for Pick Up: # 5864630344

CONTACT INFORMATION

Contract Title: Engineering Contract - TOC Services			
Vendor Number (if known):	Vendor Name:	Vendor Disclosure Form Attached: <input type="checkbox"/> Yes <input type="checkbox"/> IFAS <input checked="" type="checkbox"/> No (N/A)	
Original Contract Amount: \$ 2,274,907.54	Amendment Amount: \$	Total Amended Contract Amount: \$ 2,274,907.54	Funding Source - Org Key / Object - (If known): CMAQ funding/DOR
Contract Begin Date: 10/01/2016	Amendment Date:	Contract End Date: 09/30/2017	Targeted Committee Date: 09/22/16
Contract: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any): Final renewal for this contract with AECOM (formerly URS); additional approximately \$150,000 funding provided		Amendment Number:
Contract Bid: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If not bid out, please explain: three year renewal on original contract	Lowest Bid: If not lowest bid, please explain: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Bid Number:	How many bidders responded?	Winning bidder Macomb County Entity: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Explain:	

Contract Synopsis:

This Engineering Contract for TOC services outlines the terms and finances for staffing the TOC by AECOM.

Request that this be included in BOC Meeting Agenda on 9/22/16.

OTHER CONTRACT INFORMATION

CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.

PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):

- 1. AWARDING A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE.
- 2. AWARDING A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION.
- 3. AWARDING A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.
- 4. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.
- 5. EMPLOYER PAID FRINGE BENEFITS.
- 6. COLLECTIVE BARGAINING AGREEMENTS.
- 7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.

SUBCONTRACT NO. _____
 CONTROL SECTION NO. CM 50400
 JOB NO. _____
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

ENGINEERING CONTRACT

FOR TRAFFIC OPERATIONS ENGINEERING SERVICES

THIS CONTRACT, made and entered into as of this ____ day of _____, 2016, by and between AECOM Great Lakes a Consultant Engineering Corporation of Grand Rapids, Michigan, hereinafter referred to as "CONSULTANT", and the Macomb County Department of Roads, hereinafter referred to as "LOCAL AGENCY".

WITNESSETH:

WHEREAS, the LOCAL AGENCY is desirous of proceeding with preparation of plans for Engineering Services within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain engineering services and other related work, said work to be hereinafter referred to as "SERVICES", required in connection with traffic operations, hereinafter referred to as "PROJECT"; and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the "DEPARTMENT" for construction with the use of CMAQ Funds administered by the United States the DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA"; and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding regarding the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT shall:

1. Provide employees with a Bachelor of Science Degrees in Civil Engineering or related field to perform engineering services for countywide traffic signal operations.

Provide employees with experience in Computer Science or related field to perform IT and ITS services for countywide traffic signal operations.

Provide employees with Associate Degrees and/or relevant experience in system operations to perform operations services for countywide traffic signal operations.

2. Provide employees to perform work at the Traffic Operations Center in the LOCAL AGENCY Administration Building as well as signal locations throughout the county.
3. Provide employees who will report to work utilizing a schedule that is reviewed and approved by the LOCAL AGENCY.
4. Provide employees to perform a variety of traffic engineering and traffic operations functions focused upon operations of the county traffic signal system and roadways. Functions primarily include, but are not limited to, the following: Traffic signal system operations from the control room; Prepare signal timings; Support real-time incident management activities in the control room; Review motorist's concerns; Identify and diagnose signal timing problems from the operations center; Diagnose signal timing problems in the field; Adjust timing parameters as needed to solve problems; Configuring and troubleshooting ITS devices; Traffic Operations Planning; Signal Systems Planning; Traffic Data Collection and Analysis; Coordinating traffic operations related correspondence with municipalities.

Provide employees to perform a variety of IT and ITS functions focused upon supporting the daily operations of the county traffic signal system. Functions primarily include, but are not limited to, the following: Maintain, diagnose and troubleshoot the existing communication system; Maintain, diagnose and troubleshoot the existing wireless backhaul system; Support communication system development; Configure network bridges between existing networks; Support the operation of video servers to enable live streaming of traffic surveillance video to outside agencies; Develop subnet schemes for field devices, and Virtual Local Area Networks (VLANs) on an existing managed switch; Plan, configure and coordinate installation of network devices; Determine device layouts for all new signal modernizations; Perform line of sight analysis for planned radio locations.

5. During the performance of the SERVICES, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.
6. Show evidence of Worker's Compensation Insurance, said insurance to be required by law.
7. Commence SERVICES as set forth in this Contract only upon receipt of written notice from the LOCAL AGENCY's project manager that the CONSULTANT's SERVICES are desired.
8. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 11.

THE LOCAL AGENCY SHALL:

9. Provide workspaces in an office environment complete with desk, chair, computer, desk telephone.
10. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this Contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) which shall not exceed Two Million Two Hundred Seventy Four Thousand Nine Hundred Seven Dollars and Fifty Four Cents (\$2,274,907.54) which includes the fixed fee of Two Hundred Twenty Two Thousand Seven Hundred Forty Nine Dollars and Fifty One Cents (\$222,749.51). The fixed fee (profit) shall be as shown in Exhibit A-1, attached hereto and made a part hereof.

Actual costs for SERVICES required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES. This cost will be based on the employee's actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the SERVICES. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs which, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments is set forth in Exhibit B and Exhibit C.

It is agreed that the use of the provisional rate set forth in Exhibit B and Exhibit C sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayment or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate will be corrected subject to the contract maximum in the first paragraph of Section 10, in the first billing submitted subsequent to the CONSULTANT's calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this Contract, or at such time as this Contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit B and Exhibit C).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.

- e. **Fixed Fee (Profit):** In addition to the payment for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this Contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 12.
- f. **Subconsultant Costs:** Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- g. The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this Contract by and between the parties hereto and with approval of the DEPARTMENT and the FHWA. Payment shall be made as set forth hereinafter.

11. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the number of hours of services performed by staff during the billing period multiplied by their hourly rates plus overhead costs multiplied by the fixed fee rate set forth in Exhibit B and Exhibit C.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by the properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this Contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

12. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead and facilities cost of capital, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 10. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that has been completed, as determined by the DEPARTMENT. The CONSULTANT will perform the work under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed.

IT IS FURTHER AGREED THAT:

13. Approval of this Contract by the DEPARTMENT in no way obligates the DEPARTMENT for any costs or other responsibilities, except as fiscal agent for the FHWA with respect to making federal funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.
14. Upon completion or termination of this Contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICES shall become the property of the LOCAL AGENCY.
15. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract.
16. Consultant shall perform its services in compliance with applicable standards of professional care. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY's PROJECT manager. All questions as to the satisfactory and acceptable fulfillment of the terms of this Contract shall be decided by the LOCAL AGENCY.
17. Any changes in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.
18. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:
 - a. In connection with the performance of this Contract, the CONSULTANT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof.
 - b. During the performance of this Contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued

pursuant to said Act, including Appendix B, attached hereto and made a part hereof.

- c. The parties further agree that they accept the DEPARTMENT's Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C attached hereto and made a part hereof, being an excerpt from Title 42 CFR Part 23, more specifically 23.43(a)(1) and (2) thereof.
19. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award, or making of this Contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this Contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
20. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal and local statutes, ordinances and regulations.
21. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this Contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only amendment to this Contract with approval of the DEPARTMENT and the FHWA.
22. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY and the DEPARTMENT, naming the Macomb County Department of Roads, the Michigan State Transportation Commission, and the DEPARTMENT as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent caused by CONSULTANT's negligent performance of its professional services under this Contract, and from any claims occurring or resulting to any person, firm or corporation who may be injured or damaged by the negligence of the CONSULTANT under this Contract.
23. This Contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.
24. The CONSULTANT's signature on this Contract constitutes the CONSULTANT's certification of status under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment A, is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as the "prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

The subcontractor's signature on this Contract constitutes the subcontractor's certification of status under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment B, is Appendix B of 49 CFR Part 29.

The certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.


25. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are property chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
26. Upon execution of this Contract by the parties hereto, the same shall become binding on the parties and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this Contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

MACOMB COUNTY DEPARTMENT OF ROADS

BY: _____

TITLE:

BY:  _____

TITLE: DIRECTOR.

AECOM Great Lakes, Inc.

BY: _____

TITLE:

BY: _____

TITLE:

PROJECT TASKS BREAKDOWN BY STAFF TYPE AND PERCENTAGE OF OVERALL EFFORT	
JN	Macomb TOC - October 1, 2016 to September 30, 2017
Task 1 - Active Traffic Signal System Operations	
Traffic Operations Engineers (Full Time On-Site - Estimated 6 FTE)	
15%	Initiating system wide commands for active arterial operations
13%	Prepare signal timings
13%	Review motorist's concerns
20%	Diagnose signal timing problems in the field
15%	Adjust timing parameters as needed to solve traffic problems
15%	Traffic data analysis
8%	Coordinating traffic operations with stakeholders
100%	TOTAL Traffic Operations Engineers Effort
TOC Operations Experts (Part Time On-Site)	
22%	Deliver and operate performance monitoring systems
48%	Review traffic operations deliverables
19%	Create procedural enhancements to improve operational efficiency
11%	Create and support operations databases
100%	TOTAL TOC Operations Experts Effort
Operations Technician (Full Time On-Site - Estimated 3 FTE)	
44%	Provide TOC system operations
20%	System performance monitoring and reporting
13%	Compile and analyze traffic data
10%	Receive and process motorist's concerns
14%	Coordinate repairs and adjustments with ITS Technicians and Traffic Operations Engineers
100%	TOTAL Operations Technician Effort
Task 2 - Active IT/ITS Network System Operations	
IT/ITS Technicians (Full Time On-Site - Estimated 5 FTE)	
49%	Maintain, diagnose and troubleshoot communications network
24%	Support communication system deployments
4%	Configure network bridges between existing networks
10%	Maintain and troubleshoot software applications
13%	Configure and coordinate installation of network devices
100%	TOTAL IT/ITS Technicians Effort
IT/ITS Engineers (Part Time On-Site)	
65%	Maintain, diagnose and troubleshoot wireless backhaul
10%	Evaluate and configure communication topology
15%	Evaluate and configure network security
10%	Support, diagnose and configure RF system
100%	TOTAL IT/ITS Engineers Effort



Anthony V. Marrocco
Public Works Commissioner
Macomb County

September 19, 2016

Macomb County Commissioners
County Executive
Administration Building
1 S Main Street
Mount Clemens, MI 48043

Dear Macomb County Commissioners and County Executive:

I want to address an item presented at the Board of Commissioners meeting on September 15, 2016 by Plante Moran as part of its County Audit, which indicated that the Macomb County Public Works Office had some \$278,000 in account receivables.

For your information, the great majority of this amount is attributable to our function as a "pass through" agency for high strength surcharge billings between the Detroit Water and Sewer Department (DWSD), now Great Lakes Water Authority, and suburban retail industrial customers. Once our office receives an invoice from DWSD for pollutant surcharges, we enter an account receivable and payable and forward the invoice for payment without a markup to the local municipality, in this case, Macomb Township. The Township, in turn, invoices the local business responsible for generating the high strength surcharge.

The process is reversed on the payment side. The local business pays the municipality, which in turn makes payment to this office and we pay DWSD. The transaction is neutral to this office. We add no costs to the high strength surcharge invoice and have no liability for its payment to DWSD. We provided this service strictly as a courtesy to DWSD, which preferred to deal with county agencies in such matters instead of the local municipalities or suburban retail industrial customers.

Regarding the item in question, in 2010 we forwarded to Macomb Township a series of invoices from DWSD involving a firm called Petro Environmental Technologies, which was doing environmental remediation work for the South Macomb Sanitary District (SMSD) in the Township at 24 Mile Road and Card Road. Shortly after receiving the invoices a dispute arose between Petro, SMSD, Macomb Township and DWSD over payment of this item and other matters. Extensive litigation took place. The bottom line is that the Petro invoices have not been paid and the dispute is unresolved.

Thus, while we showed an account receivable, the item should be footnoted with the explanation that the Macomb County Public Works Office had no liability for payment of the amount in question, which will be written off as uncollectible.

Sincerely,

Anthony V. Marrocco
Macomb County
Public Works Commissioner

cc: Steve Smigiel, Macomb County Finance Director

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