

AGENDA

Red Run Intercounty Drain Drainage Board Macomb and Oakland Counties

June 17, 2026 – 10:30 a.m.

Office of the Oakland County Water Resources Commissioner
One Public Works, Building 95 West
Waterford, Michigan, and Microsoft Teams

1. Call meeting to order

Board Members:

Joe Brezvai, Chair, Michigan Department of Agriculture and Rural Development
Candice Miller, Macomb County Public Works Commissioner
Jim Nash, Oakland County Water Resources Commissioner

2. Approval of the meeting agenda for June 17, 2026
3. Approval of Drainage District Board Meeting Minutes from April 15, 2026
4. Public Comment
5. Present Account of Project Standing – HRC
6. Present Geotechnical Engineering Services Proposal
7. Present Spicer Group Proposal
8. Present Henry-Graham Roller Gate Rehabilitation Update
9. Present trial balance
10. Present approval for payment of invoices in the amount of \$44,908.63
11. Other business
12. Adjourn

Agenda Item No. 3

Board Meeting Minutes from
April 15, 2026

Minutes of the Meeting
of the Intercounty Drainage Board for the
Red Run Drain

April 15, 2026

Minutes of the regular meeting of the Drainage Board of the Red Run Drain Drainage District held at the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan on the 15th day of April 2026 at 10:30 a.m. Eastern Standard Time and via Microsoft Teams.

Present: Joe Brezvai, Chairperson and Deputy for Dr. Tim Boring, Director of the Michigan Department of Agriculture and Rural Development; Candice Miller, Member and Macomb County Public Works Commissioner; and Jim Nash, Secretary and Oakland County Water Resources Commissioner.

1. Call meeting to order

Chairperson Brezvai called the meeting to order at 10:30 a.m.

2. Agenda

Commissioner Miller requested an amendment to the order of agenda items, revising the sequence to 5, 7, 8, 6, 9.

Motion by Miller, supported by Nash, to approve the April 15, 2026, agenda as amended.

Adopted: YEAS – 3
NAYS – 0

3. Minutes

Motion by Nash, supported by Miller, to approve the minutes of the January 21, 2026, meeting.

Adopted: YEAS – 3
NAYS – 0

4. Public Comment

Willi Gutmann, a resident of the City of Warren, provided public comment concerning recent rainfall and changing water levels of the drain.

5. Memorandum for Proposed Easement Agreement

Kelsey Cooke, Manager and Chief Legal Officer for the Oakland County Water Resources Commissioner's office presented a memorandum requesting an easement agreement related to 29111 Stephenson Highway, LLC.

Motion by Miller, supported by Nash, to approve the Easement Agreement and authorize the Chairperson to sign as presented

Adopted: YEAS – 3
NAYS – 0

6. HRC Account of Project Standing

Jamie Burton of Hubbell Roth and Clark (HRC) briefly reviewed the Account of Project Standing reports on the various ongoing Red Run projects.

Motion by Miller, supported by Nash, to receive and file the HRC Account of Project Standing reports as presented.

Adopted: YEAS – 3
NAYS – 0

7. HRC Comprehensive Action Plan

Jamie Burton of HRC reviewed the Comprehensive Action Plan presentation. Discussion followed regarding conceptual cost estimates, as well as adding fencing and signage to address areas of safety concern. Jamie Burton noted that he will work with staff to provide a map identifying locations that may require construction fencing, he will also meet with staff prior to the next meeting to revise Phase 2, which will include an outlined proposal.

Motion by Nash, supported by Miller, to receive and file the Comprehensive Action Plan presentation as presented.

Adopted: YEAS – 3
NAYS – 0

Motion by Nash, supported by Miller, directing staff to identify areas of safety concern and to compile and present the findings at the next regular meeting.

Adopted: YEAS – 3
NAYS – 0

8. Reapportionment Discussion

Motion by Nash, supported by Miller, that the Board authorize retention of Spicer Group as a qualified engineering expert to conduct a technical apportionment study that evaluates recognized apportionment methodology alternatives and how each method or factor may be weighed and present them to the Board with a recommendation that can be used to determine apportionment percentages regardless of the project type and that the board secretary be authorized to solicit a bid proposal from Spicer Group with a scope to be agreed upon by both counties and for the Board to review and approve.

John Caron from Macomb County Public Works Office presented a report he compiled based on prior HRC studies with erosion areas and locations of the 14 noted HRC projects identified.

Further discussion followed, with both counties agreeing that the current working group will actively be involved with the request for proposal development to Spicer Group.

Adopted: YEAS – 3
NAYS – 0

9. Storm Drain Updates

George Nichols, Assistant Chief Engineer with Oakland County Water Resources provided updates on two storm drains that had previously been identified as area of concern, one located at the southeast corner of Ryan and Chicago roads, and the other at 15 Mile and Schoenherr.

Motion by Nash, supported by Miller, to receive and file the storm drain updates as presented.

Adopted: YEAS – 3
NAYS – 0

10. Henry-Graham Roller Gate Rehabilitation Update

Commissioner Miller’s letter to the Board noted with spring and summer rain events approaching, it would be in the collective best interest to develop and present a written plan regarding the Henry-Graham roller gate.

Gary Nigro, Manager of the Oakland County Water Resources Commissioner’s Office, presented an update on the roller gate and advised that the project costs will need to be presented to the Henry-Graham Drain Board for approval.

Motion by Miller, supported by Nash, to receive and file the correspondence and to keep Henry-Graham roller gate updates as an agenda item for forthcoming meetings.

Adopted: YEAS – 3
NAYS – 0

11. Trial Balance

George Nichols presented the Trial Balance report dated April 8, 2026, indicating an available cash balance of \$601,218.21.

Motion by Miller, supported by Nash, to approve and file the Trial Balance report as presented.

Adopted: YEAS – 3
NAYS – 0

12. Invoices and/or Reimbursement of the Drain Revolving Fund

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$97,289.09 was presented.

Motion by Miller, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$97,289.09 as presented.

Adopted: YEAS – 3
NAYS – 0

13. Other Business

Brent Bashaw with the City of Sterling Heights expressed support in moving forward with the reapportionment, noting that the factors used 50 years ago have since changed.

George Nichols shared a letter received from the U.S. Army Corps of Engineers regarding the South Bank rehabilitation project. The letter indicated a portion of the project has been completed with that portion coming in under budget, resulting in reimbursement to the Drainage District.

14. Adjourn

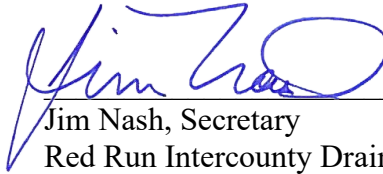
Motion by Nash, supported by Miller, to adjourn the April 15, 2026, meeting at 12:11 p.m.

Adopted: YEAS – 3
NAYS – 0

Next Regular Meeting: *Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan* and electronically at 10:30 a.m., Eastern Standard Time on May 20, 2026.

I hereby certify that the foregoing is a true and complete copy of the minutes of the Red Run Intercounty Drain Drainage Board, at a meeting held on the 15th day of April 2026, and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, as may be amended from time to time and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 15th day of April 2026.



Jim Nash, Secretary
Red Run Intercounty Drain Drainage Board

Agenda Item No. 4

Public Comment

Agenda Item No. 5

Account of Project Standing - HRC

**Red Run Intercounty Drain Drainage Board
2025 Update and Comprehensive Action Plan
Account of Project Standing**



HRC Project # 20250308.02

APS #: 10

Time Period: April 01, 2026 thru May 31, 2026

Date Issued: June 01, 2026

Prepared By: Jamie Burton

Project Task Summary:

Phase 1: Conditions and Priorities – COMPLETED

Task 1- Merge all available data sets into comprehensive and centralized GIS platform - *Complete*

- Warren & Sterling Heights storm utility data
 - Includes available outfall locations, which are also present in other datasets
- 2019 inspection data (points, lines, and images. This is the “700 photos” data)
- HRC invasive species point data with images
- Army Corp of Engineer site walk points with photos (2017, 2022, 2023, 2024)
- Open and enclosed drains that are tributary to Red Run drain (or other larger drains that are tributary)
- Larger drains that are tributary to Red Run drain
- FEMA floodplain data
- 2022 SEMCOG Landcover data (vector data derived from imagery)
- Red Run Bank stabilization data (20180678 job number)
- Location of 7 soil boring sample points (data is just south of Metro Parkway)
- Flow Guage locations
- Red Run flow data
 - Flow, Section, 2YR_WS, 10YR_WS, 100YR_WS
 - *The *YR_WS are all yes/no values*
- 2019 “Condition Snake” data
- 2025 Drone slight imagery & 3D model
- ROW limits added this reporting period

Task 2 – Scan and categorize all Red Run files into one central location - *Complete*

- On going as material is located
- SharePoint Drive has been created and available

Task 3 – Develop a consistent rating system for banks – *Complete*

- Met with staff to go over ranking system
- Found representative sites for field review
- Meeting on 9/4/25 to field verify the preliminary ranking criteria
- Decided on a numerical ranking system to fall more in line with a conventional AMP type classification and processing matrix

Task 4 – Evaluate conditions in drain conditions from 2018-2025 – *Complete*

- To be complete immediately after field verification of ranking matrix

Task 5 – Overlay and comment on ROW/easement availability or encroachments – *Complete*

**Red Run Intercounty Drain Drainage Board
2025 Update and Comprehensive Action Plan
Account of Project Standing**



Task 6- Identify any areas that should be addressed immediately with recommended stabilization measures – *None Identified*

Task 7- Review existing modeling and flow data to estimate sheer stress concerns over a variety of flows - *Complete*

Task 8- Establish a repeatable prioritization metric - *Complete*

Task 9- Prepare a comprehensive but dynamic map of the conditions and priorities for repair and improvement – *Complete*

Task 10- Preliminary report memo and presentation to the Board – *Complete*

Task 11- Normal administrative tasks including biweekly team calls and monthly reports to the Board – *Ongoing*

Phase 2- Restoration and Improvement Recommendations – IN PROGRESS

Task 1- Review previous project designs and current field conditions to see what worked well and why – *In Progress*

- SharePoint Drive with past reports and designs on the Drain shared with staff and sub-consultants

Task 2- Field Data Collections – *In Progress*

- On site meeting on 5/27 with FKE, MCPWO staff, City staff at Warren Wastewater Treatment Plant
- FKE geotechnical services proposal received for 5 areas of concern
- Assist Spicer Group as needed for the Drainage District assessment proposal

Task 3- Generate design cross sections and stabilization means per conditions

Task 4- Provide planning level estimates of probable project costs and run costs through the current apportionment rolls

Task 5- Comment on other recommendations

Task 6- Normal administrative tasks including biweekly team calls and monthly reports to the Board

Task 7- Preliminary report memo and presentation to the Board

Task 8- Final report memo and presentation to the Board

Work Completed Since Last Account of Project Standing (APS):

- Phase 1 closeout presentation to Drain Board
- Prioritization of projects for Phase 2
- Project information sheets finalized

**Red Run Intercounty Drain Drainage Board
2025 Update and Comprehensive Action Plan
Account of Project Standing**



- Phase 1 memo finalized
- Identification of field data needed – soil boring on 6 areas of concerns, boundary survey
- Updated Phase 2 scope of work proposal

Focus of Efforts in Next Period:

- Easement / Right of Way research
- Field data collection
 - Geotechnical investigation
 - Boundary survey
- Identification of field data needed

Critical Decisions Made:

- Review of Warren WWTP bank to area of concern list

Outstanding Critical Questions:

- None at this time

Client Assistance Needed:

- None at this time

Schedule Concerns

- None at this time

Scope and/or Budget Concerns:

- None at this time

Agenda Item No. 6

Geotechnical Engineering Services Proposal



June 8, 2026

Oakland County Water Resources Commissioner
1 Public Works Drive
Waterford, Michigan 48328

Attn: Mr. Gary Nigro, P.E., Field Operations Manager

Job Number: 20250308.01

Re: Proposal Update for Professional Services
Red Run Intercounty Drain Drainage Board - 2025 Update and Comprehensive Action Plan

Dear Mr. Nigro,

HRC is pleased to provide an update to the proposal for professional services for the 2025 Update and Comprehensive Action Plan approved by the Board on July 9, 2025. The proposal was separated into two phases; Phase 1 Conditions and Priorities and Phase 2 Restoration and Improvement Recommendations.

Phase 1 Conditions and Priorities, which has been completed, included merging all available data sets into a comprehensive and centralized GIS platform, evaluate changes in Drain conditions from 2018 to 2025, overlay and comment on ROW/easement availability or encroachments, review existing modeling and flow data to estimate sheer stress concerns over a variety of flows, establish a repeatable prioritization metric, prepare a comprehensive but dynamic map of the conditions and priorities for repair and improvement, and provide a preliminary report memo and presentation to the Board.

Further, the Board asked us to pull ahead a few Phase 2 tasks such as:

- Provide planning level estimates of probable project costs and run said costs through the current apportionment rolls, including:
 - a) Comprehensive (end to end) scenario
 - b) Priority areas
 - c) Annual capital projects vs bonding scenarios
 - d) Comment on permitting challenges and timing
- Preliminary report memo and presentation to the Board
 - a) Provide clear direction and steps to implement priority projects including ROW, permitting, access, or other challenges
 - b) Story map update
- Coordinate with OCWRC Right of Way Department to review property ownership and easement files.
 - a) Obtain plats and Exhibit B drawings to condominium master deeds
 - b) Review MDARD files for ROW information
 - c) Request and review ROW documents for the high priority areas

With the Department of Defense and the University of Michigan working on a new Hydraulic and Hydrology (H&H) model, components of Phase 2 will be delayed pending results/recommendations from the H&H model to better analyze the Drain geometry and avoid improvements that may need to be modified in the future. HRC efforts will focus on activities necessary regardless of model recommendations such as addressing access, ROW clarifications, geotechnical investigations, and abbreviated topographical surveys (areas not prone to change) for the five (5) highest priority locations as listed below:

Project ID	Location/Area Segment
84	Ryan and Mound Rd
121	Van Dyke and 14 Mile
78	Dequindre and Ryan Rd
13	Ryan and Mound Rd
75	Dequindre and Ryan Rd

City of Warren staff requested a site visit at Warren Wastewater Treatment Plant (WWTP) to review the condition of the drain near the City's critical infrastructure. After the site visit and staff discussion, the team believes the condition of the drain along the WWTP does not warrant a priority rating.

Scope of Services

Abbreviated Phase 2 – Restoration and Improvement Recommendations

- Review previous project designs and current field conditions to see what worked well and why including (60 hours):
 - a) USACE projects
 - b) Maintenance work
 - c) North bank project
 - d) Outfall repairs
- Field Data Collection (85 hours)
 - a) Survey in areas not prone to change for the five (5) highest priority areas.
 - b) Geotechnical investigations for the five (5) highest priority areas. The attached proposal was provided by FK Engineering Associates includes six identified borings for these areas approximately 45 feet deep (± 15 feet below the drain bottom per USACE requirements), 5 hand auger borings, and a written geotechnical investigation data report with boring logs and recommendations for slope stability.
- Comment on other recommendations (30 hours)
 - a) Maintenance needs
 - b) Third party issues
- Easement, ROW, access evaluation – HRC will work with OCWRC ROW department to discern drain easement and ROW, identify access routes, and possible access easements/agreements needed. (40 hours)
- Develop/update scope, costs, and details for each of the six sites to show intended work, suitable for grant applications or communication to the communities or other stakeholders. (100 hours)
- Normal administrative tasks including biweekly team calls, general assistance with apportionment discussions and methodology, and monthly reports to the Board. (120 hours)

Additional Assumptions

- A. Near Map data provided to HRC from MCPWO at no cost
- B. Property ownership and easement files provided by OCWRC, no new research needed at this time
- C. There will be a paper set of the GIS Story Map but base construction drawings are not currently included

- D. The Future Phase 3 work previously identified is still not included herein as many of those tasks need to be reconciled with DOD project.

Costs

The original project budget for Phases 1 and 2 was of 1,152 hours and \$173,310 which included a \$30,000 place holder for additional survey and geotechnical investigations of the first three (3) priority areas. Currently, approximately \$117,275 has been invoiced, leaving \$56,035 remaining. As noted above Phase 1 is complete including some portions of Phase 2.

With the scope of geotechnical investigation identified above, the attached FK Engineering proposal is for \$51,000 with an access allowance of \$20,000 for clearing and grubbing and special conditions for a total NTE of \$71,000.

HRC costs for the remaining scope items above are \$73,000 based on 435 hours as outlined above.

HRC recommends a project budget of \$144,000 Phase 2 efforts and geotechnical investigations of the five priority areas.

Schedule

We will continue completing the Phase 2 tasks outlined above with the geotechnical investigations commencing approximately three weeks after access is identified. Topographical survey will be completed by September 1, 2026. Draft report to Board is expected by November 2026.

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

Sincerely,

HUBBELL, ROTH & CLARK, INC.



James F. Burton
Vice President

c: Drainage Board Members and Staff
MCPWO; Mr. Jeff Bednar, Mr. John Caron
OCWRC; Mr. Evans Bantios, Mr. George Nichols
MDARD; Mr. Joe Brezvai
HRC; File

Attachment: FKE proposal dated June 04, 2026, 6 pages



30425 Stephenson Hwy
Madison Heights, MI 48071

Jamie Burton, P.E.
Hubbell, Roth, & Clark, Inc.
555 Hulet Dr.
Bloomfield Hills, MI 48302

June 4, 2026

RE: Geotechnical Engineering Services Proposal
Red Run Drain Study – Phase II
Oakland and Macomb, Michigan

Dear Mr. Burton:

In accordance with discussions during our meeting on May 12, 2026 and site visit on May 28, 2026, FK Engineering (FKE) is pleased to present this proposal to provide Geotechnical Engineering Services for the ongoing Red Run Drain Project located in Macomb County, Michigan. Details regarding our proposal include background information, proposed scope of services, schedule, and associated professional fees.

PROJECT BACKGROUND

Hubbell, Roth, & Clark (HRC) has been tasked by the Red Run Intercounty Drain Drainage Board (RRIDDB, Chapter 21 District including Oakland County WRC and Macomb County PWC) with developing a clear, actionable plan that will reduce long-term maintenance and risks within the Red Run Drain (Drain), located in Macomb County, Michigan.

The Red Run Drain is an open drain that extends approximately 6 miles through Oakland and Macomb Counties in southeast Michigan. The upstream terminus of the Drain is at the discharge of the George Kuhn Retention and Treatment Basin in Madison Heights. The Drain extends and is tributary to the Clinton River in Clinton Township. Due to recent bank failure observed, the RRIDDB initiated a project to produce an updated report of the Drain conditions and to implement a plan for reducing long-term maintenance and risks within the Drain.

The ongoing project consists of three phases: Phase 1, Phase 2, and Phase 3. Phase 1 concluded in spring of 2026 with a report provided by HRC dated April 6, 2026. The purpose of Phase 2 is to further investigate select areas of the Red Run Drain. In the report, HRC stated Phase 2 will begin with research into easement and collection of field data, including survey and geotechnical investigations, and will also include additional tasks including generating cross sections of the drain and stabilization means per field conditions. It is our understanding that Phase 3 will be

initiated to analyze data collected during the previous phases and develop a detailed design to achieve the goal of the project.

As Phase 2 begins, FKE has been requested by HRC to provide a proposal to perform a geotechnical investigation at 5 areas that were identified in Phase 1 as Areas of Concern. To aid in preparation of this proposal, HRC provided historical geotechnical investigation reports, other historic reports on the Red Run Drain, and maps of Areas of Concern.

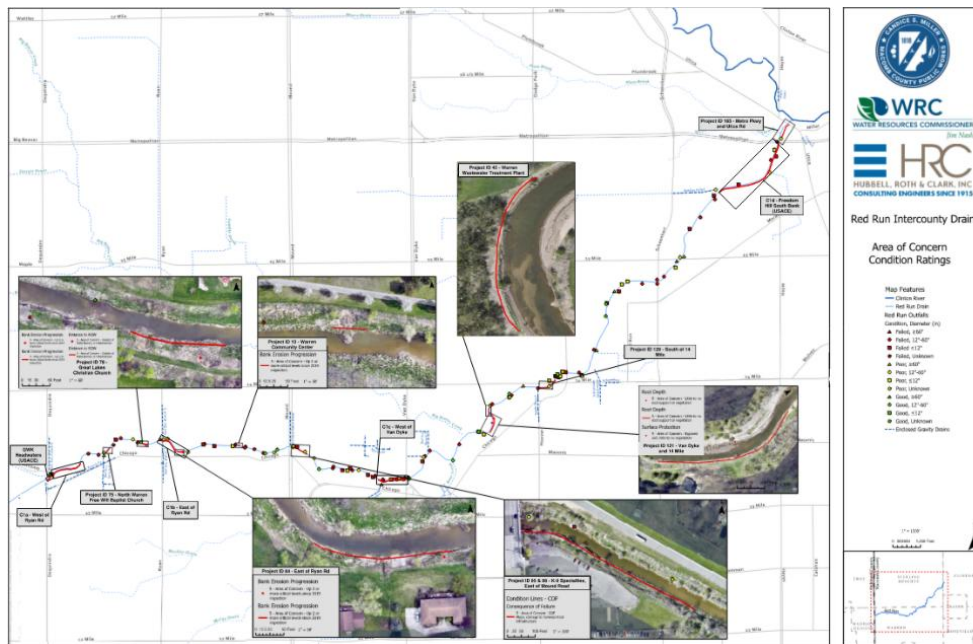


Image 1: Map with photos of 5 Areas of Concern, provided by HRC.

Three historical geotechnical reports were provided, each including a location plan and soil borings that were generally terminated 3 to 6 feet below ground surface. In one geotechnical investigation, one boring was terminated 30 feet below ground surface. It is our understanding the shallow borings were generally taken for environmental laboratory testing. The deeper (30-foot) boring was taken for analysis of soils prior to structural improvements at the George W. Kuhn Headwall Outfall structure. We understand a geotechnical investigation was conducted circa 2005 with a subsequent report provided to the RRIDD Board in 2005, however this report has not been located to date.

Based on the limited historical records available at this time, we understand the banks of the Red Run Drain at the location of test borings generally consist of topsoil over a layer of sand underlain by clay. No groundwater was encountered in any available soil borings during or after the completion of drilling.

As a part of the basis of design documentation provided, cross sections are available that were used during a hydraulic capacity review. Based on review of the cross sections, we understand that the depth from ground surface at the top of banks to the bottom of the river is about 30 feet. The bank is fairly steep at various locations along the alignment, with grades greater than 2(H):1(V) in many areas, and surficial and possible deep global failures reported.

HRC is requesting a proposal from FKE to perform test borings at 5 of the locations identified as Areas of Concern along the Red Run Drain with a corresponding investigation report providing our findings, investigation procedures, and discussion regarding slope failure at each location. As a part of the geotechnical investigation, FKE will review the historical documentation provided by HRC. In addition to performing a geotechnical investigation, FKE will provide design and analysis of the Red Run Drain and the information gathered. FKE will assist in developing a plan including slope stabilization and global stability.

The following section presents our proposed Scope of Services to meet the request.

SCOPE OF SERVICES

The requested scope of work includes drilling six (5) test borings at the identified areas of concern, six (5) hand auger borings, and preparing a Geotechnical Investigation Report with discussion regarding slope failure at each location. These scope items are discussed in the following sections.

Geotechnical Investigation

In general, we will perform the test borings and hand auger borings as follows:

- Prior to performing the field investigation, FKE will review any available historical information at the project site or nearby.
- We have assumed that no permits will be necessary to perform our fieldwork. Should they become necessary, we understand they will be obtained by others.
- It is our understanding that an easement providing clear access to each of the Locations of Concern is unknown. FKE will work with HRC to obtain safe access for performing the geotechnical investigation. Prior to the start of drilling operations, we will coordinate site access with HRC personnel and contact Miss Dig at least three business days prior to drilling to mark the site of known public utilities. Private utilities (not marked) are the responsibility of others.

- FKE will locate the test borings in the field based on available site access and locations approved by HRC. Locations of the borings may be adjusted in the field to accommodate site constraints, utility conflicts, and/or drill rig access, as necessary.
- We intend to use an ATV-mounted drilling rig for the test borings.
- HRC has requested soil borings at the 5 Areas of Concern shown in Image 1, above. Each test boring will be drilled to 45 feet below ground surface (225 feet of drilling total), which is about 15 feet below the drain bottom.

We will have a full-time staff professional or experienced engineering technician facilitate the fieldwork and log all soil samples immediately upon sample retrieval. In general, our on-site test boring inspectors will log the borings, review and classify samples, take groundwater level readings, and record other relevant information in the field. Soil will be classified in accordance with FKE's Soil Classification System.

Drilling samples will be recovered using Standard Penetration Testing (SPT) methods where we obtain split spoon samples at 2.5 feet on center to 10 feet, and at 5-foot intervals thereafter.

Upon completion of drilling, the borings will be backfilled with soil cuttings and bentonite chips until level with prevailing grade. Excess spoils will be left onsite and raked level (excess may be distributed along the adjacent unimproved Drain slope), covered with 2 inches of topsoil, and seeded. Any watering will be the responsibility of the property owner. No additional site restoration beyond that described will be performed as part of this scope.

The test borings will be logged, and results prepared in the form of Logs of Test Boring. A boring location plan will be prepared in CADD format. The locations will be witnessed from existing surface features. The elevations will be estimated based on Google Earth. The borings could be surveyed by HRC and we would incorporate that data into the report if desired.

We assume all areas where drilling for test borings are being requested are accessible to the ATV-mounted drill rig by access through the Red Run Drain's easement, with no site modifications, tread-mats, or other special access means required. Damage made by tracks during navigation to test boring locations will not be restored however, our drilling subcontractor will make effort to minimize disturbance.

- We have assumed no traffic control will be required.
- One hand auger boring will be performed at each of the 5 Areas of Concern for a total of 5 hand auger borings. The hand auger borings will be located at the bottom of the drain where safe access is accessible. Locations may be adjusted in the field as necessary. Hand auger borings will be performed up to 10 feet below ground surface. Soils encountered will be logged and results prepared in the form of Logs of Hand Auger Borings. Soils samples will be collected in bags.
- We will perform geotechnical laboratory testing on select split spoon samples and bag samples. We intend to test up to four (4) samples from each of the 5 test borings for a total of 20 laboratory test samples. We intend to test up to two (2) samples from each of the 5 hand auger borings for a total of 10 laboratory test samples. Laboratory testing will likely consist of particle size distribution (sieve and/or hydrometer), and moisture content if granular soils are encountered and moisture-density, dry-density, and unconfined compressive strength tests for cohesive soils.
- We will complete a Geotechnical Investigation Report summarizing findings, investigation procedures, and discussion regarding slope failure at each location. The report will include test boring logs, hand auger boring logs, and a location plan.

Site Access Allowance

FKE will work with HRC to obtain safe access to each of the Areas of Concern. As the extent of this effort is not known, an allowance will be established.

Design

While the scope of the design is not defined at this point in the project, FKE will assist review and analysis of soils at the project site and will perform design analysis including slope stability analyses and global slope stability, using Geostudio Slope/W. On the basis of the results, we will develop options for stabilizing the slopes, including reconfiguring the banks, mechanically stabilized banks, sheeting, or other means, for consideration by HRC. Following determination of the most appropriate option for each of the six sites, we will develop final design drawings and specifications. This will not include civil/topo drawings, SESC, MOT, or other civil drawings, which we understand would be developed by HRC.

SCHEDULE

FKE is prepared to schedule this investigation immediately following the notice to proceed. Typical lead times for drilling are in the range of 3 weeks at this time. We expect the fieldwork to take up to 4 days to complete. Draft information can be provided within one day following fieldwork completion. We will provide the Data Report within 3 weeks following completion of the fieldwork.

PROFESSIONAL FEES

We propose to perform the services as presented in this proposal for the following fees:


- Geotechnical Investigation (5 borings):	\$ 51,000.00 (LS)
- Site Access Allowance	\$ 20,000.00 (T&M)
- Design	\$ 29,500.00 (LS)
Project Total	\$ 100,500.00

We appreciate this opportunity to submit our proposal for your consideration. We understand that the proposed scope of services as discussed in this proposal will be performed in accordance with our 2026 FKE Standard Terms and Conditions. Should you have any questions regarding this proposal, please call.

Sincerely,

FK Engineering Associates, Inc.


Brittany Pardy, P.E.
Senior Project Engineer


Fritz Klingler, P.E.
President

CC: Nancy Kolinski, P.E.

Agenda Item No. 7

Spicer Group Proposal

June 9, 2026

Joseph P. Brezvai
Michigan Department of Agriculture and Rural Development (MDARD)
525 West Allegan St.
P.O. Box 30017
Lansing, MI 48909

RE: Red Run Intercounty Drain
Macomb and Oakland Counties, Michigan

Mr. Brezvai,

At the request of the Red Run Intercounty Drain Drainage Board, we propose to provide professional services related to the apportionment of cost between the various communities and MDOT for the Red Run Intercounty Drain. The following letter agreement outlines our understanding of the project and our proposed scope of work.

Project Understanding

The Red Run Intercounty Drain is a Chapter 21 drain established under the Michigan Drain Code of 1956 (Act 40), jointly managed by the Red Run Drainage Board consisting of the Michigan Department of Agriculture and Rural Development (MDARD) and Commissioners of Oakland County and Macomb County. The drain serves a large regional watershed spanning both counties and receives significant flows, including treated wastewater effluent.

The Drainage Board seeks a comprehensive technical apportionment study to evaluate recognized cost-sharing methodologies and identify a fair, defensible, and consistent framework for apportioning costs and benefits. This framework must be applicable to all project types, including routine operations and maintenance (O&M), repairs, improvements, and major capital projects. The goal is to provide the Board with a transparent, data-driven approach that supports equitable reapportionment decisions and ensuring compliance with statutory standards for benefits derived.

Scope of Services

Based on our understanding of the project, the scope and fee for our professional engineering services is as follows:

Phase 1: Data Collection & Boundary Assessment

1. Conduct a kickoff meeting with the Red Run Drainage Board Technical Team
2. Review available relevant historical documents, including prior apportionments, O&M agreements, Department of Defense hydrologic study, wastewater treatment plant discharge records, petitions, Drainage Board orders, and legal opinions for the Red Run Intercounty Drain and tributaries.
3. Assist the Board with preparing a letter requesting information from the various municipalities included in the current assessment roll. This letter will request information pertinent to sewer or drainage information which may affect the drainage district or apportionment for the Red Run Intercounty Drain.
4. Compile and analyze readily available GIS and technical data (watershed boundaries, sub-basins, land use, impervious surfaces, soils, topography, flow data, wastewater discharges, infrastructure, etc.).

5. Evaluate current drainage district boundaries versus available topographic information and historical records and identify any potential boundary adjustments. This will be a cursory desktop review and will not include field delineation.
6. Complete a cursory review of the historical MDOT apportionment and determine if further or more detailed study is needed. Detailed mapping of MDOT right-of-way is not included in our base scope of services.
7. Attend four (4) monthly board meetings and six (6) Technical Team meetings
8. Prepare a Data Summary and Boundary Review Memorandum which will be incorporated into the final report.

Our estimated fee for Phase 1 services as outlined above is \$85,000.

Phase 2: Evaluation of Apportionment Methodologies

1. Identify and describe recognized apportionment methodologies applicable to Chapter 21 intercounty drains, including options for apportioning costs for both maintenance activities and capital projects, including but not limited to:
 - Drainage area/acreage-based
 - Runoff factors and point source flow contributions
 - Special/regional benefit factors
 - Land use/impervious area/development intensity
 - Length of drain used
 - Number of parcels serviced
 - Hybrid or weighted factor approaches
 - Tributary drains and drainage districts
2. For each factor, evaluate:
 - Data requirements and assumptions
 - Strengths, limitations, and applicability to different project types (e.g. - O&M vs. Capital projects)
 - Sample calculations showing potential apportionment percentages between the various communities in both counties
3. Prepare a summary memorandum outlining drain apportionment methodologies in common use throughout Michigan and provide a matrix showing the various factors considered. This matrix will be used to assess the positive and negative aspects of each factor, along with their appropriateness and applicability to the characteristics of the Red Run Intercounty Drain and its contributing drainage area.

Our estimated fee for Phase 2 services as outlined above is \$40,000.

Phase 3: Alternative Analysis & Reporting

1. Further develop the comparison matrix of various methodologies to include a sensitivity analysis on factor weighting.
2. Assist the Board to identify a preferred apportionment framework (primary method or hybrid) with clear rationale, formulas, and implementation guidelines.
3. Provide example applications of the selected framework to recent or hypothetical Red Run projects.
4. Prepare a comprehensive Draft Technical Apportionment Study Report for review and comment. The Report will include a summary of apportionments considered and the rationale for inclusion in the Red Run Intercounty Drain apportionment.

5. Present findings and key considerations to the Drainage Board. Two Drainage Board (2) meetings have been budgeted, along with four (4) Technical Team meetings.
6. Incorporate Board comments and issue a Final Report.

Our estimated fee for Phase 3 services as outlined above is \$70,000.

Schedule

We understand time is of the essence and are prepared to begin working as soon as we are authorized. The schedule for this project will be largely dependent on the availability of information and time it takes for municipalities and other entities to provide requested information. For scheduling purposes, we anticipate the following general schedule:

Phase	Month						
	1	2	3	4	5	6	7
Phase 1: Data Collection & Boundary Assessment							
Phase 2: Evaluation of Apportionment Methodologies							
Phase 3: Alternative Analysis & Reporting							

Optional Additional Services

At the request of the Drainage Board, we can perform additional services as-needed. If desired, we can invoice each county separately, depending on the service required. We will discuss with you the scope and fee for the additional services at the time of your request. Not included in our scope are the following:

- Topographical survey
- Hydrologic or hydraulic modeling or calculations
- Preparation of legal descriptions, legal opinions, or statutory determinations
- Title research, parcel ownership verification, or right-of-way research
- Field investigations, site visits, or physical inspection of drainage features
- Additional municipal coordination beyond the information provided by the Board and stakeholder communities
- Grant applications, funding assistance, or financing evaluations
- Public engagement, stakeholder facilitation, or attendance at meetings beyond those specifically identified in this scope
- Preparation of final apportionment orders, resolutions, or other formal adoption documents

Fee Structure

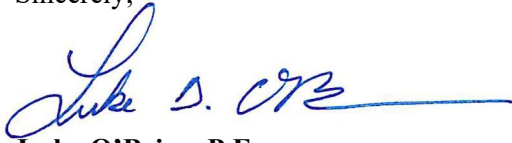
Our fees are based on our standard hourly rates; therefore, invoices will be for actual hours of service provided on this project. Our estimated fees on this project are based upon our experience with the actual time required on previous projects of this type. We will submit monthly invoices to you for services furnished and for any reimbursable expenses during each phase of the authorized work. Below is a summary of our estimated costs.

Phase 1: Data Collection & Boundary Assessment	\$85,000
Phase 2: Evaluation of Apportionment Methodologies	\$40,000
Phase 3: Alternative Analysis & Reporting	\$70,000
TOTAL	\$195,000

We have calculated these fees based on our current understanding of the project. Due to the complexity of this project and varying apportionment factors to be considered, we anticipate working closely with the Red Run Intercounty Drain Technical Team to manage progress and cost. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes, or if our understanding was incorrect, we will discuss with you and the Technical Team the option of further adjusting the amount of the fee or adjusting the scope of services.

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. If this contract meets with your approval, please acknowledge your approval by signing and returning it to our office. We deeply appreciate your confidence in our firm and we are looking forward to continue working with you on this project.

Sincerely,



Luke O'Brien, P.E.
Stormwater Practice Lead
lukeo@spicergroup.com



Rich Graham, P.E.
Vice President
(248) 495-2927
richg@spicergroup.com

SPICER GROUP, INC
303000 Telegraph Rd., Suite 100
Bingham Farms, MI 48025

Encl.: Spicer Group General Conditions

C: SGI File # 140652SG2026
SMC, Accounting

Above proposal accepted and approved by Owner:

**RED RUN INTERCOUNTY DRAIN
DRAINAGE DISTRICT**

By: _____

Joseph P. Brezvai – Chairman of Drainage Board

Date: _____

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 - GENERAL

1.1 The Agreement. This Agreement is made by and between SPICER GROUP, INC. (hereinafter referred to as "PROFESSIONAL") and the client who accepted the attached proposal (hereinafter referred to as "CLIENT"). The Agreement between the parties consists of these General Conditions for Professional Services, as well as the attached proposal, and any exhibits or attachments noted in the proposal. Together, these items shall constitute the entire Agreement between the parties and supersedes any prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing between the parties. CLIENT represents that it has full authority to enter into this Agreement and that the representative signing this Agreement for CLIENT has full authority to do so. CLIENT further represents that it has all right, title and interest to the project to which the services under this Agreement are being provided.

1.2 Ownership of Instruments of Service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by PROFESSIONAL are instruments of service and shall remain the property of PROFESSIONAL. PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyrights thereto.

1.3 Covenant not to Hire. CLIENT agrees that during the term of this Agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by PROFESSIONAL.

1.4 Standard of Care. Services performed by PROFESSIONAL under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under the same or similar conditions. PROFESSIONAL provides no warranty, guarantee or other representation, express, implied or otherwise, in connection with this Agreement, or in any report, opinion, document or other deliverable or instruments of service.

1.5 Defects in Service. CLIENT and CLIENT's personnel, contractors and subcontractors shall, upon discovery, promptly notify PROFESSIONAL in writing of any defects or deficiencies in PROFESSIONAL's services, in order that PROFESSIONAL may take measures which in PROFESSIONAL's opinion will minimize the consequences of such defect or deficiency in service. PROFESSIONAL shall not be responsible for additional costs due to delay in reporting defects in service.

1.6 Reimbursable Expenses. Reimbursable expenses mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by CLIENT, overtime requiring higher than regular rates.

1.7 Standard Hourly Rates. The standard hourly rates used as a basis for payment mean those rates in effect at the time that the service is performed, for all PROFESSIONAL's personnel engaged directly on the project, including, but not limited to, architects, engineers, Spicer Group, Inc.

surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 Limitation of Liability. In recognition of the relative risks and benefits of the project to both PROFESSIONAL and CLIENT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, that the total liability, in the aggregate, of PROFESSIONAL and PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, costs and expenses, shall not exceed \$195,000, or the total compensation received by PROFESSIONAL under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 Indemnification. PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees from and against damages or liabilities, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement including that of its subconsultants or anyone for whom the PROFESSIONAL is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants from and against damages or liabilities, to the extent caused by CLIENT's negligent acts, errors or omissions in connection with the project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 Severability. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

1.13 Betterment. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment, upgrades,

or added value to the project, regardless of whether PROFESSIONAL or PROFESSIONAL's officers, directors, partners, employees or subconsultants is determined to have caused or contributed to such cost or expense.

1.14 Mediation. Any claims or disputes made during design, construction or after completion of the project between the CLIENT and PROFESSIONAL shall be submitted to non-binding mediation. CLIENT and PROFESSIONAL agree to include a similar mediation agreement with all contractors, subcontractors, consultants, suppliers and fabricators, thereby providing mediation as the primary method for dispute resolution between all parties. Unless otherwise agreed in writing, the mediation shall be governed by the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

1.15 Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, PROFESSIONAL may request an appropriate adjustment of this Agreement. PROFESSIONAL shall notify CLIENT of the changed conditions necessitating an adjustment, and PROFESSIONAL and CLIENT shall promptly and in good faith enter into discussions for an appropriate adjustment of this Agreement to address the changed conditions.

1.16 Hazardous Materials. Both parties acknowledge that PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. As such, under no circumstance shall PROFESSIONAL have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site or any adjacent area that may affect the project.

1.17 Governing Law & Jurisdiction. CLIENT and PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state where the work is performed.

SECTION 2 – FINANCIAL & USE OF DOCUMENTS

2.1 Billing and Payment Terms. *Payment Due:* Invoices shall be submitted by PROFESSIONAL (monthly) payment is due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.2 Suspension of Services. If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PROFESSIONAL may elect to suspend performance of service upon ten (10) calendar days notice to CLIENT. PROFESSIONAL shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for PROFESSIONAL to resume performance.

2.3 Termination of Services. If CLIENT fails to make payment to PROFESSIONAL in accordance with the payment terms herein, this Spicer Group, Inc.

shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PROFESSIONAL upon ten (10) calendar days' notice to CLIENT. PROFESSIONAL shall be paid in full for all services performed and expenses incurred through the date of termination upon presentment of PROFESSIONAL's final invoice. CLIENT shall have no right to withhold, back-charge or set-off against any amounts owed to PROFESSIONAL, regardless of whether the invoice or amount owed is for a monthly, suspension or termination related invoice.

2.4 Collection of Costs. In the event legal action is necessary to enforce the payment terms of this Agreement, PROFESSIONAL shall be entitled to collect from CLIENT any sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by PROFESSIONAL in connection therewith and, in addition, the reasonable value of PROFESSIONAL's time and expenses spent in connection with such collection action, according to PROFESSIONAL's hourly fee schedule.

2.5 Delays. The CLIENT agrees that PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by PROFESSIONAL to perform its services in an orderly and efficient manner, PROFESSIONAL shall be entitled to an equitable adjustment to its schedule and/or compensation.

2.6 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, CLIENT agrees that all such electronic files are instruments of service of PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of PROFESSIONAL. CLIENT further agrees to waive all claims against PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than PROFESSIONAL.

CLIENT and PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either CLIENT or PROFESSIONAL are subject to review and acceptance by the other party. Additional services by PROFESSIONAL made necessary by changes to the electronic file specifications shall entitle PROFESSIONAL to additional compensation.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless PROFESSIONAL, its officers, directors, employees and subconsultants from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made to the electronic file by anyone other than PROFESSIONAL or from any reuse of the electronic files without the prior written consent of PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by CLIENT be deemed a sale by PROFESSIONAL, and PROFESSIONAL makes no warranties, either expressed or implied, of merchantability and/or fitness for any particular purpose. In no event shall PROFESSIONAL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

2.7 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, CLIENT understands that PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the contractor's method of pricing, and that PROFESSIONAL's opinions of probable construction costs are made on the basis of PROFESSIONAL's judgment and experience. PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of any construction work will not vary from PROFESSIONAL's opinion of probable construction costs.

SECTION 3 – PROJECT PERFORMANCE

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the contractor's performance or any other construction phase services, and that such services will be arranged by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and CLIENT waives any claims against PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the construction work, PROFESSIONAL shall compile for and deliver to CLIENT a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which PROFESSIONAL is entitled to rely upon, PROFESSIONAL cannot and does not warrant or make any other representation as to the accuracy of the Record Documents.

3.3 Contingency Fund. CLIENT and PROFESSIONAL agree that certain increased cost and changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the drawings and specifications prepared by PROFESSIONAL and, therefore, that the final construction cost of the project may exceed the estimated construction cost and/or the cost of the work in any construction contract. CLIENT agrees to set aside a minimum reserve in the amount of not less than 10 percent of the project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim directly or through any other party against PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such Spicer Group, Inc.

changes or because of any claims made by the contractor relating to such changes.

3.4 Lenders' Requirements. PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of PROFESSIONAL, increase PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.5 Client Requested Substitutions. Upon request by CLIENT, PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by CLIENT's consultants or contractors. PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by PROFESSIONAL with those of PROFESSIONAL's subconsultants and CLIENT's consultants, as additional services. PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Certifications, Guarantees and Warranties. PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in PROFESSIONAL having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. CLIENT also agrees not to make resolution of any dispute with PROFESSIONAL or payment of any amount due to PROFESSIONAL in any way contingent upon PROFESSIONAL's signing any such certification.

3.7 Underground Improvements. If requested, PROFESSIONAL and/or its subconsultants will provide services to conduct research that, in its professional opinion, is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by PROFESSIONAL and/or its subconsultant will be performed in a manner consistent with PROFESSIONAL'S professional standard of care. CLIENT understands and recognizes, however, that such research may not identify all underground improvements and that the information upon which PROFESSIONAL reasonably relies may contain errors or may be incomplete. Therefore, CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable for damages to underground improvements resulting from subsurface penetrations in locations established by PROFESSIONAL that are based on properly filed and available records of said underground improvements.

3.9 Permits and Approvals. PROFESSIONAL shall assist CLIENT in applying for those permits and approvals normally required by law for projects similar to the one for which PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by PROFESSIONAL and included in the scope of services of this Agreement.

3.10 Jobsite Safety. Neither the professional activities of PROFESSIONAL, nor the presence of PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PROFESSIONAL and its personnel have no

authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in CLIENT's contract with the contractor. CLIENT also agrees that its contract with the contractor shall provide that CLIENT, PROFESSIONAL, and PROFESSIONAL's subconsultants shall be indemnified by the contractor and shall be made additional insureds under the contractor's policies of general liability insurance.

3.11 Construction Observation. PROFESSIONAL shall visit the site, if requested and authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and PROFESSIONAL, to generally observe the construction work and answer any questions that CLIENT may have. However, PROFESSIONAL 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. If CLIENT desires PROFESSIONAL to perform more frequent or comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid to PROFESSIONAL for performing such service.

PROFESSIONAL shall not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the construction work. These are solely the obligation and responsibility of the contractor.

PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the construction work, or any agents or employees of any of them. PROFESSIONAL shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents, the construction documents, or any applicable laws, codes, rules or regulations.

3.12 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without CLIENT expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees to bear all costs, losses and expenses, including the cost of any necessary additional services of PROFESSIONAL, arising from the discovery of concealed or unknown conditions in any existing structures that are part of the project and PROFESSIONAL'S scope of service.

3.13 Construction Layout. If requested by CLIENT, or other authorized party, as detailed in the scope of services or as an additional service to this Agreement, PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by PROFESSIONAL, staged and scheduled as requested by the contractor. After the stakes are set, it shall be the contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the contractor's negligence it shall be reset by PROFESSIONAL at the direction of CLIENT. The cost for resetting the stakes shall be paid to PROFESSIONAL by CLIENT.

3.14 Right of Entry. If applicable to the scope of services, CLIENT shall provide for PROFESSIONAL's right to enter from time to time property owned or controlled by CLIENT and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of PROFESSIONAL.

3.15 Buried Utilities. If applicable to the scope of services, CLIENT will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and will authorize PROFESSIONAL to proceed.

3.16 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or PROFESSIONAL. PROFESSIONAL'S services under this Agreement are being performed solely for CLIENT'S benefit, and no other party or entity shall have any claim against PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

3.17 Waiver of Consequential Damages. CLIENT and PROFESSIONAL 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 or suspension of this Agreement.

3.18 Contractor Submittals. If requested, PROFESSIONAL shall review contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by PROFESSIONAL. 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. PROFESSIONAL's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.19 Project Information. PROFESSIONAL shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants directly to CLIENT. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

SECTION 4 – MODIFICATIONS TO THE GENERAL CONDITIONS

4.1 **None.**

Agenda Item No. 8

Henry-Graham Roller Gate Rehabilitation



Red Run Drain Drainage District

TO: Joseph Brezvai, Chairperson of the Red Run Drain Drainage District

FROM: Evans Bantios, P.E., Oakland County Water Resources Commissioner's Office

SUBJECT: Henry Graham Roller Gate Repair Update

DATE: June 17, 2026

The evaluation of the Henry Graham Roller Gate Rehabilitation Project has been awarded to Hubbell, Roth & Clark, Inc (HRC). HRC has started evaluating historical data on the gate and its operations. It will conduct a condition assessment of the existing gate on June 24, 2026, along with its subcontractor Colliers Engineering & Design, Inc. which specializes in gate rehabilitation.

RECOMMENDED ACTION: Receive and file.

Agenda Item No. 9

Trial Balance



Trial Balance

Organization Oakland County
Periods FY2026 : Jun
Ledger Actuals
Accounting Worktag FND82902 Red Run Federal Drain Ch21
Book Operating
Company Currency USD
Translation Currency USD
Run 06/12/2026 11:12 AM

Consolidation Data

Ledger Account	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
100100:Cash - Operating	638,900.10	2,291.34	20.26	641,171.18
101500:Undeposited Cash	0.00	0.00	0.00	0.00
104100:Accrued Interest on Investment	0.00	0.00	0.00	0.00
126100:Due from Municipalities	0.00	0.00	0.00	0.00
126105:Due from Municipalities-AR Con	0.00	0.00	0.00	0.00
132200:Due from Drain Component Units	20,659.07	0.00	0.00	20,659.07
201210:Vouchers Payable AP Cont	0.00	0.00	0.00	0.00
211100:Due to Primary Government	(20,659.07)	0.00	0.00	(20,659.07)
228100:Deposits Liability	(11,500.00)	0.00	0.00	(11,500.00)
230852:Accounts Payable	0.00	0.00	0.00	0.00
381350:FB Restricted Programs	(664,063.61)	0.00	0.00	(664,063.61)
630000:Charges for Services	(145,490.73)	0.00	0.00	(145,490.73)
655000:Investment Income	(15,861.22)	20.26	2,291.34	(18,132.30)
730000:Contractual Services	158,609.22	0.00	0.00	158,609.22
750000:Commodities	74.58	0.00	0.00	74.58
770000:Internal Support Expenditures	39,331.66	0.00	0.00	39,331.66
Total	0.00	2,311.60	2,311.60	0.00

Cash \$641,171.18
 Permit Held (11,500.00)
 Total Cash Available \$629,671.18

Agenda Item No. 10

Invoices

MEMO TO: Mr. Jim Nash, Chairman
of the Intercounty Drainage Board for the RED RUN FEDERAL DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services 
OCWRC Accounting

DATE: June 17, 2026

SUBJECT: Request for Approval of Invoices

Request for Board approval of payment of the following invoices:

Ref No.	Paid To	For	Amount
TBP	Applied Science Inc	Invoice # ASI Inv #9661 - Contracted Services -3/01/26 - 03/28/26	\$ 10,678.00
TBP	Applied Science Inc	Invoice # ASI Inv #9703 - Contracted Services - 03/29/26 - 04/25/26	6,190.00
TBP	Macomb County Public Works	Invoice AR26000703 - Reimbursement Materials & Supplies	91.86
Total			\$ 16,959.86
TBP	Hubbell, Roth, & Clark Inc	Inv # 0237551 - Contracted Services - 04/25/26 - Proj# 1-7982	\$ 7,289.70
JE054696	Hubbell, Roth, & Clark Inc	Inv # 0235946 - Contracted Services -02/28/26 - Proj# 1-7982	8,976.69
JE054696	Hubbell, Roth, & Clark Inc	Inv # 0236787 - Contracted Services - 03/28/26 - Proj# 1-7982	10,343.49
JE054696	Hubbell, Roth, & Clark Inc	Inv # 0236807 - Contracted Services -03/28/26 - Proj# 1-7982	1,338.89
Project # 1-7982 Subtotal			\$ 27,948.77
Grand Total			\$ 44,908.63

Agenda Item No. 11

Other Business

Agenda Item No. 12

Adjourn