

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN  
OAKLAND COUNTY AND  
THE CITY OF ROCHESTER HILLS**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Rochester Hills ("Public Body") 1000 Rochester Hills Drive, Rochester Hills, Michigan, 48309. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common

law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - e. **Public Body** means the City of Rochester Hills including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
  - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$100,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**.
  - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): 088758396
  - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - e. FEDERAL AWARD DATE: May 28, 2021
  - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE:  
Start Date: July 13, 2021 / End Date: Project is still in process
  - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
  - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
  - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
  - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
  1. Project progress report including completion of deliverables included in project scope;
  2. Accounting of expenses incurred and grant funds expended; and
  3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
  1. Project completion report;
  2. Full accounting of its expenditure of grant funds;
  3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
  4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received

under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
  - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
  - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County’s LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body’s use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
  7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
  8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on

the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

### 13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

### 14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees

to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.
  - b. If Notice is sent to Public Body, it shall be addressed to: City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan, 48309.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT.**

- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
- b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Joe Snyder, Chief Financial Officer, hereby acknowledges that he/she has been authorized by a resolution of the City of Rochester Hills City Council, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Joe Snyder, Chief Financial Officer, City of Rochester Hills

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Leanne Scott, City Clerk, City of Rochester Hills

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

DATE: \_\_\_\_\_

## **EXHIBIT A / Project Description:**

**NAME:** Wastewater System Pipeline Condition Assessment, Documentation and Inspection Results

**SCOPE:** The City's sanitary sewer collection system consists of over 350 miles of piping of various sizes, ranging from 6" to 48" and over 6,000 access structures (manholes). To operate a sanitary sewer collection system that is reliable and dependable, it is vital to know and understand the condition of said system so that strategic capital improvements can be planned and budgeted accordingly. This approach to system operation prevents unexpected system disruptions and costly emergency responses. It also provides additional insight into vital routine preventative maintenance which otherwise may not be prioritized.

The major items of work include the inspection, condition assessment and documentation of gravity wastewater pipelines and manholes that are owned, operated and maintained by the City of Rochester Hills. The assessment of the gravity wastewater pipelines shall include structural condition, hydraulic condition and sedimentation level. Multiple technologies shall be used to ensure effective assessment, including closed-circuit televising, laser profiling and sonar profiling. This work will be completed in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) condition grading systems.

When completed, this work will also provide a baseline condition assessment of the sanitary sewer collection system that will be incorporated into our Geographic Information System (GIS) and Asset Management Programs where future capital investments as well as future preventative/routine maintenance activities can be recorded.

**EXHIBIT B / Grant Funding Match Backup:**



City of Rochester Hills  
AGENDA SUMMARY  
FINANCIAL ITEMS

1000 Rochester Hills Dr.  
Rochester Hills, MI 48309  
248.656.4630  
[www.rochesterhills.org](http://www.rochesterhills.org)

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Legislative File No: 2021-0288

**TO:** Mayor and City Council Members

**FROM:** Allan E. Schneck, P.E., Director Department of Public Services

**DATE:** July 26, 2021

**SUBJECT:** Wastewater Pipeline Condition Assessment, Documentation and Inspection Results

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**REQUEST:**

City Council is requested to authorize a contract/blanket purchase order for wastewater pipeline condition assessment, documentation and inspection result services in the amount not-to-exceed \$2,676,500.00 to RedZone Robotics, Inc., Warrendale, Pennsylvania and further authorizes the Mayor to execute an agreement on behalf of the City.

**REASON FOR PURCHASE:**

The City's Purchasing Division, in partnership with the Department of Public Services (DPS), issued a Wastewater Pipeline Condition Assessment Request for Proposals utilizing the MITN system with five (5) proposal responses received. The responses received were evaluated by a committee consisting of staff from the City's DPS and Engineering Division. The committee evaluated the proposal responses on the following categories: references, capacity, methodology, timeline, completeness of proposal, and cost.

The City's sanitary sewer collection system consists of over 350 miles of piping of various sizes, ranging from 6" to 48" and over 6,000 access structures (manholes). To operate a sanitary sewer collection system that is reliable and dependable, it is vital to know and understand the condition of said system so that strategic capital improvements can be planned and budgeted accordingly. This approach to system operation prevents unexpected system disruptions and costly emergency responses. It also provides additional insight into vital routine preventative maintenance which otherwise may not be prioritized.

One major difficulty with this project is access to manhole locations that are known to be inaccessible with DPS equipment. The approach and/or technology which contractors are proposing to use to access these areas is a major factor in the evaluation of proposals. RedZone Robotics specifically addressed in their proposal response that they have developed a robotic unit whereby they can walk to the location, place the device directly into the manhole, and deploy the robotic unit to televise the sanitary sewer piping run. The access equipment referenced in the other proposals is comparable to what the DPS already has and is known to be insufficient for accessing some of these manhole locations. Based on the City's knowledge of the work and areas in which work is to be performed, it was apparent the RedZone Robotics approach would yield the desired data collection, pipe & manhole condition assessment ratings and the standing up of a software application for system evaluation and capital investment.

RedZone Robotics is recommended for award of this contract based on their methodology, expertise, and capacity to perform the work, most notably the above mentioned ability to access remote locations for data collection. As part of the requested amount, additional funding (approximately 6%) is being requested in case any blockages are encountered during the televising inspection in which the pipeline may have to

be cleaned or bypassed. The data received from this project will be utilized to create a future rehabilitation program to ensure the City's infrastructure is maintained and to assist in conducting repairs and/or replacements prior to significant failures in the system. It is anticipated that, in the absence of this project, comparable or even greater costs will ultimately be accrued while responding to inevitable system failures, only at times which cannot be predicted or planned for.

**PROCESS:**

**Vendor Name and Address:**

RedZone Robotics, Inc.  
195 Thorn Hill Road, Suite 110  
Warrendale, PA 15086

**Reason for Selection:**

Best Value

**Method of Purchase:**

Blanket Purchase Order/Contract

**BUDGET:**

Funding is included in the FY 2021 Adopted Budget and FY 2022 Projected Budget.

Fund Name	Department Account No	Account No. Description	2-Year Budget Amount	2-Year Cost	Remaining Budget
W/S Capital	593.972000	Mains & Services	\$3,000,000	\$2,676,500	\$323,500

**RECOMMENDATION:**

It is recommended that City Council authorize a contract/blanket purchase order for wastewater pipeline condition assessment, documentation and inspection result services in the amount not-to-exceed \$2,676,500.00 to RedZone Robotics, Inc., Warrendale, Pennsylvania and further authorizes the Mayor to execute an agreement on behalf of the City.

APPROVALS:	SIGNATURE	DATE
Department Review		
Department Director		
Budget Content: Chief Financial Officer		
Purchasing Process: Supervisor of Procurement		
Mayor		
Deputy Clerk		

Contract Reviewed by City Attorney       Yes       N/A

## Solo

**Minimum Access:** 8 in (200 mm)

**Pipe Size:** 8-12 in (200-300 mm)

**Water Level:** 0-25%

**Reports:** NASSCO PACP/MACP, WRc, WSSA



RedZone Robotics Solo

## MD Profiler

**Minimum Access:** 19 in (480 mm)

**Pipe Size:** 15-36 in (400-915 mm)

**Water Level:** 0-50%

**Reports:** Corrosion, Debris, Flow, Height, Pipe Size, Ovality



RedZone Robotics MD Profiler

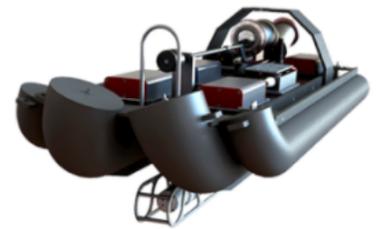
## SuperMD

**Minimum Access:** 19 in (480 mm)

**Pipe Size:** 36-125 in (915-3200 mm)

**Water Level:** 25-75%

**Reports:** Corrosion, Debris, Flow, Height, Pipe Size, Ovality



RedZone Robotics SuperMD

## Responder

**Minimum Access:** 22.5 in (570mm)

**Pipe Size:** 36-240 in (915-6000 mm)

**Water Level:** 0-100%

**Reports:** Corrosion, Debris, Alignment, Flow Height, Pipe Size, Ovality, Virtual Mandrel, H2S Gas/Temperature



RedZone Robotics Responder

21477



605928

OP  
203

# Invoice

Date	Invoice #
10/11/2021	INV-14710

195 Thorn Hill Road  
 Suite 110  
 Warrendale, PA 15086  
 412-476-8980

<b>Bill To</b>
Rochester Hills 1000 Rochester Hills Drive Rochester Hills MI 48309

<b>REMIT TO</b>
RedZone Robotics, Inc. PO BOX 5058 GREENSBURG, PA 15601-5058

PO #	Terms	Project		
404998	Net 30	YES502268 MI Rochester Hills Wastewater Pipeline Condition Assessment,		
Quantity	Description	U/M	Rate	Amount
	Work Completed: 9/20/2021 - 9/30/2021			
0.5	Mobilization (LS)	LS	9,000.00	4,500.00
189,444	Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 8" 12" Diameter	LF	1.10	208,388.40
21,970	Wastewater Pipeline Condition Wastewater Pipeline Condition Inspection; 15" 18" Diameter	LF	1.90	41,743.00
524	Manhole Structure Condition Assessment, Documentation, and Inspection; All Diameters	MH	136.00	71,264.00
<p><i>593.972000</i></p> <p><b>DEPT. OF PUBLIC SERVICES</b></p> <p>REVIEWER: <u>JAB</u></p> <p>DATE: <u>10-12-2021</u></p> <p>APPROVER: <u>[Signature]</u></p> <p>DATE: <u>10/18/2021</u></p> <p>OK per CS-email 10-12-2021</p>				
			<p>OCT 11 2021</p> <p><b>RECEIVED</b></p>	
			Total Amount Due	325,895.40 \$325,895.40

Joe S.  
 Chk date  
 11/5/21



INV-14710

121477

606095  
DP 203



RECEIVED

# Invoice

195 Thorn Hill Road  
Suite 110  
Warrendale, PA 15086  
412-476-8980

NOV - 3 2021

Date	Invoice #
11/3/2021	INV-14754

ACCOUNTING

**Bill To**

Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills MI 48309

**REMIT TO**

RedZone Robotics, Inc.  
PO BOX 5058  
GREENSBURG, PA 15601-5058

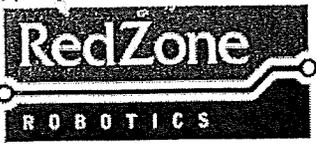
PO #	Terms	Project	Quantity	Description	U/M	Rate	Amount	
404998	Net 30	YES502268 MI Rochester Hills Wastewater Pipeline Condition Assessment,						
				Work Completed: 10/1/2021-10/31/2021				
			627,294.4	Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 8" 12" Diameter	LF	1.10	690,023.84	
			18,891.9	Wastewater Pipeline Condition Wastewater Pipeline Condition Inspection; 15" 18" Diameter	LF	1.90	35,894.61	
			22,329	Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 21" 30" Diameter	LF	6.00	133,974.00	
			2,092	Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 36" 48" Diameter	LF	6.50	13,598.00	
			1,961	Manhole Structure Condition Assessment, Documentation, and Inspection; All Diameters	MH	136.00	266,696.00	
			1	Traffic Control (Traffic Barrels, Traffic Cones, Barricades, Flags, etc.); One Working Day	LS	1,750.00	1,750.00	
<p>CITY OF ROCHESTER HILLS</p> <p>VO. CK # _____ VERIFIED _____</p> <p>APPROVED BY MGR _____ (INITIAL/DATE)</p> <p>APPROVED BY _____ (INITIAL/DATE)</p> <p>A/C # _____ AMOUNT 1,141,936.45</p> <p>A/C # _____ AMOUNT _____</p> <p>AMOUNT PAID _____ DATE PAID _____</p>								
<p>CC: Joe S. [unclear] 11-19-21</p>							<p>POSTED</p> <p>Accounting</p>	<p>#12279</p>
							Total Amount Due	1,141,936.45 \$1,141,936.45



INV.14754

121477

1606647  
OP 203



RECEIVED

# Invoice

195 Thorn Hill Road  
Suite 110  
Warrendale, PA 15086  
412-476-8980

DEC - 3 2021

Date	Invoice #
12/3/2021	INV-14788

ACCOUNTING

**Bill To**

Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills MI 48309

**REMIT TO**

RedZone Robotics, Inc.  
PO BOX 5058  
GREENSBURG, PA 15601-5058

PO #	Terms	Project	Quantity	Description	U/M	Rate	Amount
404998	Net 30	YES502268 MI Rochester Hills Wastewater Pipeline Condition Assessment,		Work Completed: 11/1/2021-11/30/2021			
			190,565.31	Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 8" 12" Diameter	LF	1.10	209,621.84
			5,250.2	Wastewater Pipeline Condition Wastewater Pipeline Condition Inspection; 15" 18" Diameter	LF	1.90	9,975.38
			3,121	Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 21" 30" Diameter	LF	6.00	18,726.00
			1,632	Wastewater Pipeline Condition Assessment, Documentation, and Inspection; 36" 48" Diameter	LF	6.50	10,608.00
			1,593	Manhole Structure Condition Assessment, Documentation, and Inspection; All Diameters	MH	136.00	216,648.00
			2	Traffic Control (Traffic Barrels, Traffic Cones, Barricades, Flags, etc.); One Working Day	LS	1,750.00	3,500.00

CITY OF ROCHESTER HILLS  
 VO. UK # 12378 VERIFIED pb  
 APPROVED BY MGR \_\_\_\_\_  
 (INITIAL/DATE)  
 APPROVED BY \_\_\_\_\_  
 (INITIAL/DATE)  
 A/C # \_\_\_\_\_ AMOUNT 469,079.22  
 A/C # \_\_\_\_\_ AMOUNT \_\_\_\_\_  
 AMOUNT PAID \_\_\_\_\_ DATE PAID \_\_\_\_\_

POSTED  
Accounting

C: J. Snyder  
Payd 12-17-21

Total Amount Due 469,079.22  
\$469,079.22



