



Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226

Board of Directors Meeting

March 26, 2020



Suburban Mobility Authority for Regional Transportation

Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

ROLL CALL

Board of Directors Meeting

Date: March 26, 2020

CHAIRWOMAN, HILARIE CHAMBERS

VICE-CHAIRMAN, KHALIL RAHAL

MR. ABDUL HAIDOUS

MR. ROYCE MANIKO

MR. BRET RASEGAN

MR. JOHN PAUL REA

MR. VICKI WOLBER

Tiffany Martin, SMART Board Secretary





Suburban Mobility Authority for Regional Transportation

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PUBLIC NOTICE

In order to comply with the Governor's Stay-at-Home Order, SMART will hold the March 26, 2020 Board of Directors meeting by digital public conference at 2 p.m.

The agenda, public notice and additional information on access can be found on the web. Click the link or use the web address:

<http://www.smartbus.org/About/Our-Organization/Board-of-Directors/Board-Meeting-Schedule>

Rules regarding public participation are unchanged, and members of the public are invited to participate digitally during the public comment period. As always, remarks must be limited to five minutes or less.

To join the digital conference, please click this link or enter the web address to join:

<https://zoom.us/j/190880623>

To join only by phone, please dial either of the following toll free numbers:

877-853-5247 or 888-788-0099

When prompted, the Webinar ID is: 190-880-623

For those unable to participate remotely, you may submit a written comment to be read at the Public Comment period by emailing SMARTBoard@smartbus.org by 2 p.m. March 26, 2020.

Requests for reasonable accommodations at SMART are made by advance reservation. Individuals with disabilities requiring assistance should contact SMARTBoard@smartbus.org or 313-223-2110 as soon as possible.

If you have technical difficulties joining the meeting, contact SMARTBoard@smartbus.org or 248-419-7912 and we will make every effort to assist you.





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RULES OF ORDER

The Governor's Executive Order related to the Open Meeting Act requires that rules of the meeting be established. The following rules have been prepared pursuant to the Executive Order and are subject to change:

- Quorum rules are unchanged, and are met when there is at least one member from Oakland, Macomb and Wayne counties, AND four or more total participants on the conference call.
- All board votes will be Roll Call votes, called out by the Board Secretary.
- All attendees will be on mute except Board Members and participating staff, except during Public Comment.
- Public Comment will proceed as follows:
 - Five minute limit per member of the public. If giving comment, kindly state your name and city of residence.
 - Those on the web, use the "raise your hand" feature in Zoom, we will unmute you.
 - Those only on phone, we will unmute each participant in the attendee list and inquire if anyone would like to provide public comment.
 - Written comments via email: After verbal comments, SMART staff will read any submitted comments received via the SMART Board public comment email, SMARTBoard@smartbus.org.
- Executive Session will be handled by having the Board members call into a separate line with access only by Board members and Board secretary (and other staff as requested by the Board).



**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
BOARD OF DIRECTORS MEETING
THURSDAY, MARCH 26, 2020
2:00 PM**

A G E N D A

<u>ITEM:</u>	<u>ACTION:</u>	<u>PRESENTED BY:</u>
1. Call to Order		H. Chambers
A) Pledge of Allegiance		
2. Roll Call		T. Martin
3. Public Notice and Rules of Order	Information	T. Martin
4. Adoption of Agenda	Approval	H. Chambers
5. Minutes		
A) January 23, 2020 Regular Board Meeting Minutes	Approval	H. Chambers
B) March 13, 2020 Special Board Meeting Minutes	Approval	H. Chambers
C) March 13, 2020 Executive Session Minutes	Approval	H. Chambers
6. Public Participation	Discussion	H. Chambers
7. Chairperson's Report	Information	H. Chambers
8. Staff Report	Information	R. Cramer
9. New Business		
A) Resolution: Authorization to Award a Contract for Dell FC40 Servers and VMWare Licenses	Approval	R. Cramer
B) Resolution: Authorization to Award a Contract for Panasonic Toughbook Laptops & Docking Stations	Approval	R. Cramer
C) Resolution: Authorization to Award a Contract for Heavy Duty Batteries	Approval	R. Cramer
D) Resolution: Authorization to Award a Primary and Secondary Contract for Towing Services	Approval	R. Cramer

E)	Resolution: Authorization to Award a Contract for One Medium Duty Bus w/ Lift for LETC	Approval	R. Cramer
F)	Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Brick Wall Repair for LETC	Approval	R. Cramer
G)	Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Additional Bus Inspections	Approval	R. Cramer
H)	Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Additional Office Furniture	Approval	R. Cramer
I)	Resolution: Authorization to Award a File Petition and Execute Agreement Relative to the Peltier Drain to Allow Construction to continue at SMART's Macomb Terminal	Approval	A. Gordon
J)	Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Fueling System Improvements & Macomb Pavement Reconstruction Additions	Approval	R. Cramer
K)	Resolution: Ratification of Exigent Purchase of Electrostatic Disinfecting Services <i>(to be sent under separate cover)</i>	Approval	R. Cramer
10.	Board Member Business	Discussion	H. Chambers
11.	Adjournment		

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

BOARD OF DIRECTORS MEETING

PROPOSED MINUTES – January 23, 2020

A regular meeting of the Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART) was held on Thursday, January 23, 2020 at 2:06 PM. The meeting was held at the Buhl Building, 535 Griswold, Suite 600, Detroit, MI 48226.

ATTENDANCE

SMART Board of Directors:	Chairperson	Ms. Hilarie Chambers Mr. Abdul Haidous (via conference call) Mr. Royce Maniko (via conference call) Mr. Bret Rasegan Ms. Vicki Wolber
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Absent Board Members:	Vice-Chairperson	Mr. Khalil Rahal Mr. John Paul Rea
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SMART Board Secretary:		Ms. Tiffany Martin-Patterson
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SMART General Manager:		Mr. John Hertel
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SMART Staff Present:		Ms. Beverly Anderson Mr. Fred Barbret Ms. Haley Barrett Mr. Ronald Beier Mr. Robert Cramer Mr. Melvin Evans Mr. Avery Gordon Mr. Dustin Hagfors Mr. Ian Holme Ms. Lynn Hurt Ms. Carol Jones Mr. Michael Patten Ms. Michelle Roaf Mr. David Sabuda Ms. Kirsten Silwanowicz Ms. Vickie Sturgis Ms. Leeya Sutter
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Mr. Darrell Taylor
Mr. Andrew Thorner
Mr. Tony Vinson
Ms. Shannon White

Public Registered: Passenger

Mr. Jim Lang

1. Call to Order

A) Pledge of Allegiance

2. Roll Call

Present: Chairperson Ms. Hilarie Chambers, Mr. Abdul Haidous (via conference call), Mr. Royce Maniko (via conference call), Mr. Bret Rasegan, and Ms. Vicki Wolber

Absent: Vice-Chairperson Mr. Khalil Rahal and Mr. John Paul Rea

A quorum was present.

3. Adoption of Agenda

MOTION: Moved by Ms. Vicki Wolber, seconded by Mr. Bret Rasegan, to approve the Agenda for the January 23, 2020 meeting.

DISCUSSION

None

VOTE: THE MOTION CARRIED.

4. Certification of Public Notice

The Secretary read the Public Notice into the record.

5. Minutes

A. Board Meeting Minutes for December 12, 2019

MOTION: Moved by Mr. Royce Maniko, seconded by Mr. Abdul Haidous, to approve the Board meeting minutes for December 12, 2019.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

B. 1st Executive Session Meeting Minutes for December 12, 2019

MOTION: Moved by Mr. Bret Rasegan, seconded by Ms. Vicki Wolber, to approve the 1st Executive Session meeting minutes for December 12, 2019.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

C. 2nd Executive Session Meeting Minutes for December 12, 2019

MOTION: Moved by Mr. Bret Rasegan, seconded by Ms. Vicki Wolber, to approve the 2nd Executive Session meeting minutes for December 12, 2019.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

6. Public Participation

Chairperson Ms. Hilarie Chambers declared the meeting open for Public Participation.

DISCUSSION:

None

7. Chairperson's Report

DISCUSSION:

Chairperson Ms. Hilarie Chambers said she is looking forward to working with everyone and serving on SMART's Board as Chairperson.

8. General Manager's Report

DISCUSSION:

Chairperson Ms. Hilarie Chambers voiced her concerns with the difficulty nationwide of recruiting drivers.

Mr. Robert Cramer, Deputy General Manager, informed the Board that SMART has reached out to Goodwill and many other employment programs to try and recruit more drivers.

Mr. John Hertel, General Manager, reported on the following:

FAST is now in its third year. When looking back to December of 2019 and comparing it to before FAST started, the two-year weekday ridership numbers are really amazing:

- Michigan Avenue corridor increased 68%
- Woodward Avenue corridor increased 96%
- Gratiot Avenue corridor increased 40%
- All three FAST corridors increased 61%
- On average, there were 5,000 additional riders every weekday on the FAST corridors compared to pre-FAST
- SMART's overall system ridership over the two year period is up over 20%

The SMART Path Plan you've been hearing about over the last 18 months is nearly complete. SMART is planning to bring the final plan to the Board for consideration at the February Board meeting. The final adjustments made based on the last public input period included altering the microtransit phase one zones to add additional zones along Hall Road in Macomb County and the Fairlane Mall area in Wayne County. Other changes included:

- Changing Route 580 (Harper) in Macomb and Wayne Counties to a new I-94 based Park and Ride Route
- Reverting initial recommendations for Route 400 in Southfield to keep the current routing in response to feedback from Beaumont on Northwestern Highway
- SMART is taking a prominent role in the RTA-led Coordinated Services Plan project that will guide future decision making, such as FTA's Section 5310 projects like those that the Board will be considering for approval today. More information is available, if desired.

- **Human Resources** Contract negotiations with UAW, ATU Clerical, and ATU representatives remain ongoing
- SMART is continuing efforts to staff open driver and mechanic positions

Filled Positions:

- 1 Mechanic
- 1 Customer Service Operator
- 1 Senior Purchasing Agent
- 1 Schedule Writer
- 1 Office Supervisor

Retirements in December, 2019:

- 2 Fixed Route Operators retired in December, 2019

9. New Business

A. Resolution: SMART FY 2018-2019 5310 Program of Projects

MOTION: Moved by Mr. Abdul Haidous, seconded by Mr. Bret Rasegan, that the Board of Directors of SMART authorizes the General Manager of SMART to submit the Program of Projects for FY 2018-2019 to FTA in compliance with the requirements of 49 U.S.C. Section 5310, as amended.

DISCUSSION:

Chairperson Ms. Hilarie Chambers asked if there were requests submitted to SMART that SMART could not fund. Mr. Robert Cramer stated that SMART was not able to fund all of the replacement vehicles requested. This consisted of 31 requests for small buses and 11 requests for vans. SMART was only able to fund 8 small buses and 7 vans.

VOTE: Board members in attendance voted in the affirmative. **THE MOTION CARRIED.**

B. Resolution: Authorization to Award a Contract for an Employee Benefits Consultant

MOTION: Moved by Ms. Vicki Wolber, seconded by Mr. Royce Maniko, that the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a contract for an Employee Benefits Consultant to Cornerstone Municipal Advisory Group located at 50 W. Big Beaver, Suite 200, Troy, Michigan 48084. The Contract is for a three-year term with two, one-year renewal options. The cost for the three-year contract is \$280,000.00. The five-year term cost is \$500,000.00.

DISCUSSION:

Chairperson Ms. Hilarie Chambers asked if Cornerstone Municipal Advisory Group was a new benefits consultant for SMART. Mr. Robert Cramer confirmed it was.

VOTE: Board members in attendance voted in the affirmative. **THE MOTION CARRIED.**

10. Board Member Business

DISCUSSION:

Mr. Royce Maniko congratulated SMART staff on the Congestion Mitigation and Air Quality (CMAQ) grant.

Adjournment

There being no further business to come before the Board, upon motion made by Ms. Vicki Wolber, seconded by Mr. Bret Rasegan, and unanimously carried, the meeting adjourned at 2:29 PM.

Respectfully submitted,

Tiffany C. Martin-Patterson
Secretary to the Board of Directors

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

BOARD OF DIRECTORS MEETING

PROPOSED MINUTES – March 13, 2020

A special meeting of the Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART) was held on Friday, March 13, 2020 at 11:00 AM. The meeting was held at the Buhl Building, 535 Griswold, Suite 600, Detroit, MI 48226.

ATTENDANCE

SMART Board of Directors:	Chairperson	Ms. Hilarie Chambers
	Vice-Chairperson	Mr. Khalil Rahal
		Mr. Abdul Haidous
		Mr. Royce Maniko (via conference call)
		Mr. Bret Rasegan
		Mr. John Paul Rea
		Ms. Vicki Wolber (via conference call)
SMART Board Secretary:		Ms. Tiffany Martin-Patterson
SMART General Manager:		Absent
SMART Staff Present:		Ms. Truvae Adams
		Ms. Beverly Anderson
		Ms. Haley Barrett
		Mr. Ronald Beier
		Ms. Sabrina Clay
		Mr. Robert Cramer
		Mr. Melvin Evans
		Mr. Avery Gordon
		Mr. Dustin Hagfors
		Mr. Ian Holme
		Ms. Lynn Hurt
		Mr. Keith Hunter
		Ms. Carol Jones
		Mr. Michael Patten
		Ms. Nichole Peters
		Mr. David Sabuda
		Ms. Kirsten Silwanowicz
		Ms. Vickie Sturgis

Ms. Leeya Sutter
Mr. Darrell Taylor
Mr. Keith Taylor
Mr. Andrew Thorner
Ms. Toni Toth
Mr. Tony Vinson
Ms. Shannon White
Ms. Brenda Ynclan

Public Registered: Attorney
Crain's Detroit Business
Detroit Free Press
Public

Mr. Nick Bachand
Ms. Annalise Frank
Mr. Joe Guillen
Mr. Mazyn Barash

1. Roll Call

Present: Chairperson Ms. Hilarie Chambers, Vice-Chairperson Mr. Khalil Rahal, Mr. Abdul Haidous, Mr. Royce Maniko (via conference call), Mr. Bret Rasegan, Mr. John Paul Rea, and Ms. Vicki Wolber (via conference call)

A quorum was present.

2. Adoption of Agenda

MOTION: Moved by Mr. Abdul Haidous, seconded by Mr. John Paul Rea, to approve the Agenda for the March 13, 2020 meeting.

DISCUSSION

None

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

3. Public Participation

Chairperson Ms. Hilarie Chambers declared the meeting open for Public Participation.

DISCUSSION:

Mr. Mazyn Barash

Mr. Barash expressed several observations about criticism that he has previously advised to the Board of Directors. His complaints included allegations of wrong doing including criticisms of certain staff members and former vendors.

4. New Business

A. Resolution: Consider a question that requires attorney-client privileged communication

MOTION: Moved by Mr. Khalil Rahal, seconded by Mr. John Paul Rea, to move into Executive Session to discuss a matter relating to SMART's staff.

DISCUSSION:

None

5. Executive Session

Roll Call

Present: Chairperson Ms. Hilarie Chambers, Vice-Chairperson Mr. Khalil Rahal, Mr. Abdul Haidous, Mr. Royce Maniko (via conference call), Mr. Bret Rasegan, Mr. John Paul Rea, and Ms. Vicki Wolber (via conference call)

MOTION: Moved by Mr. Khalil Rahal, seconded by Mr. John Paul Rea, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation **proceed into** Executive Session to consider a question that requires attorney-client privileged communication and discuss information provided to them regarding the professional conduct of SMART's staff.

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

DISCUSSION:

Confidential

MOTION: Moved by Mr. Khalil Rahal, seconded by Mr. John Paul Rea, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation, **proceed out** of Executive Session.

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

B. Resolution: Discuss information provided regarding the professional conduct of SMART's staff

1st Motion

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Bret Rasegan, to terminate SMART's agreement with Mr. John Hertel, General Manager, for cause based on the inappropriate personal use of SMART's facilities and resources. Furthermore, no severance pay shall be given to Mr. Hertel under Section 11 of his employment agreement pursuant to Section 10 of the Employment Agreement. The official termination date shall be four weeks from today's date. The Board directs the Director of Human Resources to immediately turn off all IT access, access to SMART's administrative offices, facilities and terminals, and to secure SMART files and all emails.

DISCUSSION:

Chairperson Ms. Hilarie Chambers stated information was provided to the Board earlier in February that indicated Mr. Hertel was parking his personal fleet of vehicles in a SMART facility and had been inappropriately utilizing SMART resources.

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

2nd Motion

MOTION: Moved by Mr. Bret Rasegan, seconded by Mr. John Paul Rea, that the Board shall turn over all the files collected on this matter to the Michigan State Police for further investigation.

DISCUSSION:

None

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

3rd Motion

MOTION: Moved by Mr. Khalil Rahal, seconded by Mr. Royce Maniko, that in the absence of the General Manager, SMART's Board of Directors give Chairperson Ms. Hilarie Chambers the authority to sign SMART Contracts and facilitate Settlement Agreements.

DISCUSSION:

None

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

6. Board Member Business

DISCUSSION:

None

Adjournment

There being no further business to come before the Board, upon motion made by Mr. Khalil Rahal, seconded by Mr. John Paul Rea, and unanimously carried, the meeting adjourned at 2:42 PM.

Respectfully submitted,

Tiffany C. Martin-Patterson
Secretary to the Board of Directors



NEW BUSINESS SECTION

- A) Resolution: Authorization to Award a Contract for Dell FC40 Servers and VMWare Licenses
- B) Resolution: Authorization to Award a Contract for Panasonic Toughbook Laptops & Docking Stations
- C) Resolution: Authorization to Award a Contract for Heavy Duty Batteries
- D) Resolution: Authorization to Award a Primary and Secondary Contract for Towing Services
- E) Resolution: Authorization to Award a Contract for One Medium Duty Bus w/ Lift for LETC
- F) Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Brick Wall Repair for LETC
- G) Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Additional Bus Inspections
- H) Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Additional Office Furniture
- I) Resolution: Authorization to Award a File Petition and Execute Agreement Relative to the Peltier Drain to Allow Construction to continue at SMART's Macomb Terminal
- J) Resolution: Authorization to Approve a Purchase Order Change Action (POCA) for Fueling System Improvements & Macomb Pavement Reconstruction Additions
- K) Resolution: Ratification of Exigent Purchase of Electrostatic Disinfecting Services
(to be sent under separate cover)

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval

TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager

FROM: Procurement Department APPROVED BY: Certification Committee

SUBJECT: Authorization to Award a Contract to purchase Dell FC640 Servers and VMWare licenses with support/subscriptions for three (3) years

SUMMARY:

Board authorization is requested to award a contract to purchase Dell FC640 servers and VMWare licenses with support/subscriptions for three (3) years. The servers and software licenses purchased under this contract will be utilized by the Information Technology Department.

DISCUSSION:

A Request for Quote (RFQ) was advertised and published on the Michigan Inter-governmental Trade Network (MITN) on January 8, 2020. One hundred and forty-six vendors received the notice or accessed the RFQ on-line, and twenty-four vendors downloaded the RFQ. Bids were due on January 7, 2020. Six bids were received.

Upon evaluation, the lowest bidder, Microwise Inc. was determined to be responsive and responsible. The prices were fair and reasonable based on the competitive quotes.

FUNDING:

Funding for this project is available as follows:

- Federal Grant, MI 2016-025 (5307)
- State Grant, 2012-0170 P42
- Project numbers 40230

RECOMMENDATION:

That the Board adopt the attached resolution authorizing the General Manager to award a contract to purchase Dell FC640 servers and VMWare licenses with support/subscriptions for three (3) years from Microwise Inc. located at 21477 Bridge Street, Ste. H, Southfield, Michigan 48033. The amount of the contract shall not exceed \$93,154.00.

ATTACHMENTS:

1. Resolution
2. Bid Tab

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for Dell FC640 Servers & VMWare Licenses

- Whereas, SMART has a need to purchase Dell FC640 servers and VMWare licenses with support/subscriptions for three (3) years; and
- Whereas, An RFQ for Dell FC640 servers and VMWare licenses with support/subscriptions for three (3) years was advertised and published on Michigan Inter-governmental Trade Network (MITN). Competitive bids were received; and
- Whereas, Upon evaluation, the lowest bidder, Microwise Inc. was determined to be responsive, responsible. The prices were fair and reasonable based on the competitive quotes; and
- Whereas, Adequate funding is available in the Federal Grant MI 2016-025 (5307), State Grant 2012-0170 P42, Project 40230; and
- Whereas, The Director of Finance is satisfied that Microwise Inc. has the potential to perform under the terms and conditions of the contract; and
- Whereas, The General Manager is satisfied that Microwise Inc. is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a contract to purchase Dell FC640 servers and VMWare licenses with support/subscriptions for three (3) years from Microwise Inc located at 21477 Bridge Street, Suite H, Southfield, MI 48033. The amount of the contract shall not to exceed \$93,154.00.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

No. _____

Board Secretary

**BID TAB
RFQ 20-3035**

DELL FC640 SERVERS AND VMWARE LICENSES WITH SUPPORT/SUBSCRIPTIONS FOR 3 YEARS

Microwise Price Option 1	Microwise option 1 bundle description	Microwise Price Option 2	Microwise option 2 bundle description	Description	CDW Price	PCMG Price	Malor & Company Price	Adirondack Networks Price	SMART IT Pros Price
\$ 85,224.00	Bundle quantity 8 Dell servers & 8 VMWare licenses	\$ 93,154.00	6 Dell FC640 bundle with 6 VMWare and 2 Dell FC640 will have an extra VMWare license	Quantity 10 VMWare licenses	\$ 27,380.20	\$ 29,590.00	\$ 30,750.00	\$ 34,359.90	\$ 32,000.00
				Quantity 10 support/ subscriptions for 3 years	\$ 22,750.00	\$ 22,240.90	\$ 10,125.00	\$ 23,539.90	\$ 22,000.00
				Quantity 8 Dell FC640	\$ 47,160.00	\$ 50,592.56	\$ 78,000.00	\$ 71,112.00	\$ 109,898.00
\$ 7,930.00	Quantity 2 VWWare licenses with 3 yr support/subscription								
\$ 93,154.00		\$ 93,154.00			\$ 97,290.20	\$ 102,423.46	\$ 118,875.00	\$ 129,011.80	\$ 163,898.00

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Award a Contract for Panasonic Toughbook Laptops & Docking Stations

SUMMARY:

Board authorization is requested to award a contract to purchase Panasonic Toughbook laptops and docking stations. These laptops and docking stations will be utilized by the road supervisors.

DISCUSSION:

A Request for Quote (RFQ) was advertised and published on the Michigan Inter-governmental Trade Network (MITN) on January 8, 2020. One hundred and twenty-four vendors received the notice or accessed the RFQ on-line, and twenty-two vendors downloaded the RFQ. Bids were due on January 7, 2020. Five bids were received. Two bids were non responsive. Three bids were evaluated.

Upon evaluation, the lowest bidder, PCMG Inc. was found to be responsive and responsible. The prices are fair and reasonable based on the competitive quotes.

FUNDING:

Funding for this project is available as follows:

- Federal Grant, MI 2016-025 (5307)
- State Grant, 2012-0170 P42
- Project numbers 40230

RECOMMENDATION:

That the Board adopt the attached resolution authorizing the General Manager to award a contract to purchase Panasonic Toughbook laptops and docking stations from PCMG, Inc. located at 6450 Poe Avenue, Ste. 200, Dayton, OH 45414. The amount of the contract shall not exceed \$166,433.75.

ATTACHMENTS:

1. Resolution
2. Bid Tab

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for Panasonic Toughbook Laptops & Docking Stations

- Whereas, SMART has a need to purchase Panasonic Toughbook laptops and docking Stations for use in Road Supervisor vehicles and other support staff; and
- Whereas, An RFQ for Panasonic Toughbook laptop and docking stations advertised and published on Michigan Inter-governmental Trade Network (MITN). Competitive bids were received; and
- Whereas, Upon evaluation, the lowest bidder submitted by PCMG Inc. was determined to be responsive, responsible. The prices were fair and reasonable based on the competitive quotes; and
- Whereas, Adequate funding is available in the Federal Grant MI 2016-025 (5307), State Grant 2012-0170 P42, Project 40230; and
- Whereas, The Director of Finance is satisfied that PCMG Inc. has the potential to perform under the terms and conditions of the contract; and
- Whereas, The General Manager is satisfied that PCMG Inc. is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a contract to purchase Panasonic Toughbook and docking stations from PCMG Inc. located at 6450 Poe Avenue, Ste. 200, Dayton, OH 45414. The amount of the contract shall not to exceed \$166,433.75.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

No. _____

Board Secretary

**BID TAB
RFQ 20-3066**

Panasonic Toughbooks and Docking Stations - quantity 25

PCMG		ComSource		Microwise scenario 1		Microwise scenario 2	
\$ 148,497.50	Panasonic CF-31 Toughbook *Emmissive backlit keyboard *512 GB SSD HDD, CF- 318K455VM	\$ 156,800.00	Panasonic CF-31 Toughbook *Emmissive backlit keyboard *512 GB SSD HDD	\$ 158,950.00	Panasonic CF-31 Toughbook *Emmissive backlit keyboard *512 GB SSD HDD	\$ 155,950.00	Panasonic CF-31 Toughbook *Emmissive backlit keyboard *512 GB SSD HDD *without additional power adapters DC (docking station has the adapter)
\$ 17,936.25	New Docking Station, 7160- 0318-06 Gamber Johnson Light-Weight Mag Dock (Panasonic)	\$ 22,400.00	Alternate Docking Station Havis-DS-PAN-111-2 Dual Pass Thru Dock+LPS-104 Power Supply Dock with 3 year warranty	\$ 26,850.00	New Docking Station, *7160-0318-06 Gamber Johnson Light-Weight Mag Dock, dual RF & Lind integrated power supply	\$ 26,850.00	New Docking Station, *7160- 0318-06 Gamber Johnson Light-Weight Mag Dock, dual RF & Lind integrated power supply
\$ 166,433.75		\$ 179,200.00		\$ 185,800.00		\$ 182,800.00	

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Award a Contract for Heavy Duty Batteries

SUMMARY:

Authorization is requested by the Maintenance Department to award a contract for required heavy duty batteries used in SMART transit buses.

DISCUSSION:

SMART's Maintenance Department has a need for heavy duty batteries, Group 31 and 8D-HD, to include all labor, materials, shipment and delivery to SMART and ready for use. This project will be awarded as a three year contract with 2 one-year options.

Procurement Method:	<input type="checkbox"/> Sealed Bid <input type="checkbox"/> Proposal <input checked="" type="checkbox"/> Quotes <input type="checkbox"/> Sole Source
Number of responses:	4
Price/Cost:	\$70,080 annual cost, Years 1-3 \$76,805 Option Year 1 \$80,454 Option Year 2 The total 3-year cost is estimated at \$210,241.00 The total 5-year cost is estimated at \$367,500.00
Rationale for award:	Kirk's Automotive, 9330 Roselawn St., Detroit, MI, 48204, has provided the quote most responsive and responsible.

FUNDING:

The funding source for Heavy Duty Batteries is available in operational funds.

RECOMMENDATION:

That the Board adopt the attached resolution authorizing the GM to award a contract to Kirk's Automotive for Heavy Duty Batteries to be implemented by the Maintenance Department.

ATTACHMENTS:

1. Resolution
2. Tabulation

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorizing the General Manager to Award a Contract for Heavy Duty Batteries

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) transit buses required heavy duty batteries for operation, and
- Whereas, The contract for heavy duty batteries will include all labor and materials required for contractor to manufacture, ship and deliver ready to use batteries; and
- Whereas, A Request for Quotes (RFQ) was advertised and adequate competition was received; and
- Whereas, Upon evaluation, it was determined that the proposal submitted by Kirk's Automotive was deemed most responsive, responsible, and advantageous to SMART; and
- Whereas, Adequate funding is available in the Authority's general fund; now, therefore be it
- Whereas, The Director of Finance is satisfied that Kirk's Automotive has the potential to perform under the contract terms and conditions; and
- Whereas, The General Manager is satisfied that Kirk's Automotive is in compliance with the equal opportunity/affirmative action policies of the Federal and State governments and the affirmative action policies of SMART; and
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a 3-year contract for heavy duty batteries, with 2-one year option renewals, for a total maximum value of \$367,500.00.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

Board Secretary

No. _____

Bid Tabulation
RFQ 20-3050 Heavy Duty Batteries
Purchasing Agent: Jennifer Harding

Battery Systems Inc. 12322 Monarch Street, Garden Grove, CA 92841-2909							
Item Group 31	Unit Pricing					Cost of 3 Year Contract	Cost of Contract plus 2 option years
	Year 1	Year 2	Year 3	Year 4	Year 5		
Cost of Battery	\$98.00	\$101.56	\$101.56	\$105.15	\$105.15		
Annual Usage	720	720	720	720	720		
Annual Contract Cost	\$70,560.00	\$73,123.20	\$73,123.20	\$75,708.00	\$75,708.00	\$216,806.40	\$368,222.40
Item 8D-HD	Unit Pricing					Cost of 3 Year Contract	Cost of Contract plus 2 option years
	Year 1	Year 2	Year 3	Year 4	Year 5		
Cost of Battery	\$201.95	\$204.50	\$204.50	\$207.75	\$207.75		
Annual Usage	70	70	70	70	70		
Annual Contract Cost	\$14,136.50	\$14,315.00	\$14,315.00	\$14,542.50	\$14,542.50	\$42,766.50	\$71,851.50
TOTAL						\$259,572.90	\$440,073.90

Kirk's Automotive 9330 Roselawn St., Detroit, MI 48204							
Item Group 31	Unit Pricing					Cost of 3 Year Contract	Cost of Contract plus 2 option years
	Year 1	Year 2	Year 3	Year 4	Year 5		
Cost of Battery	\$75.00	\$78.50	\$82.18	\$86.04	\$90.10		
Annual Usage	720	720	720	720	720		
Annual Contract Cost	\$54,000.00	\$56,520.00	\$59,169.60	\$61,948.80	\$64,872.00	\$169,689.60	\$296,510.40
Item 8D-HD	Unit Pricing					Cost of 3 Year Contract	Cost of Contract plus 2 option years
	Year 1	Year 2	Year 3	Year 4	Year 5		
Cost of Battery	\$184.00	\$192.95	\$202.35	\$212.22	\$222.59		
Annual Usage	70	70	70	70	70		
Annual Contract Cost	\$12,880.00	\$13,506.50	\$14,164.50	\$14,855.40	\$15,581.30	\$40,551.00	\$70,987.70
TOTAL						\$ 210,240.60	\$ 367,500.00

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Award a Primary and Secondary Contract for Towing Services

SUMMARY:

Board authorization is requested to award requirements contracts for towing services. The services purchased under these contracts will be used by the Maintenance Department to have disabled vehicles returned to the appropriate destination.

DISCUSSION:

SMART's vehicle fleet consists of fixed route service, connector service, and support vehicles. These vehicles are maintained by SMART personnel at the three maintenance facilities and by various vendors at their locations. On occasion, a vehicle may become disabled while in service. Towing services are necessary to promptly remove the disabled vehicle from the road and return the vehicle to the proper terminal for necessary repairs. In order to minimize the amount of time a vehicle is on the side of the road and in anticipation of adverse weather conditions, the solicitation provided for contracts to be awarded to multiple vendors.

A Request for Proposals (RFP) was published online on January 22, 2020 and advertised January 22, 2020. Forty-eight (48) vendors received a notice, and eight (8) vendors downloaded the solicitation. Bids were due February 11, 2020. Five (5) bids were received, one bid was not responsible and four bids were deemed responsive and responsible.

An evaluation committee appointed by the General Manager reviewed the proposals according to the evaluation criteria published in the solicitation document. The evaluation committee reached a determination that the proposals submitted by Boulevard and Trumbull and Official Towing are the most advantageous to SMART with price and other factors being considered. Pricing from both contractors have been determined fair and reasonable.

FUNDING:

Funding for this project is available in the authority's general fund.

RECOMMENDATION:

That the Board adopts the attached resolution authorizing the General Manager to award two contracts for three years each, with two one-year renewal options to be exercised at SMART's discretion, for towing services as follows:

- Primary towing contractor is Boulevard and Trumbull Towing, Inc. located at 2411 Vinewood, Detroit, MI 48216. The base three year primary contract cost is \$546,750 and the total cost for the five year term is \$911,250.00.
- Secondary towing contractor is Official Towing located at 1981 Pleasant, St. Clair Shores, MI 48080. The base three year secondary contract cost is \$128,250. The total cost for the five year term is \$208,750.00.

ATTACHMENTS:

1. Resolution
2. Scoresheet

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Primary and Secondary Contract for Towing Services

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) requires towing services; and
- Whereas, A Request for Proposals was advertised and competitive bids were received; and
- Whereas, Multiple contracts are necessary to insure adequate response time; and
- Whereas, An RFP for towing services was advertised and published on Michigan Inter-governmental Trade Network (MITN). Competitive bids were received; and
- Whereas, Upon evaluation, proposals submitted by Boulevard & Trumbull and Official Towing was determined to be responsive, responsible and the most advantageous to SMART with price and other factors considered; and
- Whereas, Adequate funding for this project is available in the Authority's general fund; and
- Whereas, The Director of Finance is satisfied that Boulevard & Trumbull Towing and Official Towing have the potential to perform under the terms and conditions of the contract; and
- Whereas, The General Manager is satisfied that Boulevard & Trumbull Towing and Official Towing are in compliance with the equal opportunity and affirmative action laws and policies of the federal and state governments and SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award contracts for towing services to Boulevard & Trumbull as the primary contractor and Official Towing as the secondary contractor. The contracts are for three-year terms with two renewal options of one year each. The primary contract base three year total is estimated to be \$546,750. The five year total is estimated to be \$911,250. The secondary contract base three year total is estimated to be \$128,250. The five year total is estimated to be \$208,250.00.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

No. _____

Board Secretary

Summary - Score sheet Evaluation
RFP 20-3037 & 20-3040
Towing Services

		Understanding scope of work & thoroughness of proposal	Qualification and Experience of Vendor	Sufficient resources & equipment to complete the contract	Past Performance and Reference responses	Pricing	Total
		15	15	15	10	45	100
VENDOR	Member						
Boulevard & Trumbull	Finance	15.0	15.0	15.0	10.0	45.0	100.0
	General Council/Risk Management	15.0	15.0	15.0	10.0	45.0	100.0
	Maintenance	15.0	15.0	15.0	10.0	45.0	100.0
	Average	15.0	15.0	15.0	10.0	45.0	100.0
Official Towing	Finance	15.0	15.0	15.0	10.0	41.0	96.0
	General Council/Risk Management	15.0	15.0	15.0	10.0	41.0	96.0
	Maintenance	15.0	15.0	15.0	10.0	41.0	96.0
	Average	15.0	15.0	15.0	10.0	41.0	96.0
Goch & Sons	Finance	15.0	15.0	15.0	10.0	33.0	88.0
	General Council/Risk Management	15.0	15.0	15.0	10.0	33.0	88.0
	Maintenance	15.0	15.0	15.0	10.0	33.0	88.0
	Average	15.0	15.0	15.0	10.0	33.0	88.0
LIJBS	Finance	15.0	15.0	15.0	10.0	26.0	81.0
	General Council/Risk Management	15.0	15.0	15.0	10.0	26.0	81.0
	Maintenance	15.0	15.0	15.0	10.0	26.0	81.0
	Average	15.0	15.0	15.0	10.0	26.0	81.0

Bid Tab based on Pricing Proposals

RFP 20-3037 & 20-3040 Towing Services

	Boulevard Trumbull Flat charge per service	Official Towing Flat charge per service	Goch & Sons Flat charge per service	LJBS Enterprises Flat charge per service
Year 1 Fixed Route Conventional Vehicles	\$ 197.00	\$ 199.00	\$ 235.00	\$ 295.00
Year 1 Fixed Route Flatbed Vehicles	\$ 197.00	\$ 215.00	\$ 295.00	\$ 350.00
Year 1 Connector Conventional Vehicles	\$ 117.00	\$ 125.00	\$ 150.00	\$ 205.00
Year 1 Connector Flatbed Vehicles	\$ 117.00	\$ 125.00	\$ 200.00	\$ 265.00
Year 1 Cars, SUVs, Other Conventional Vehicles	\$ 90.00	\$ 125.00	\$ 115.00	\$ 175.00
Year 1 Cars, SUVs, Other Flatbed Vehicles	\$ 90.00	\$ 125.00	\$ 115.00	\$ 175.00
Year 2 Fixed Route Conventional Vehicles	\$ 202.00	\$ 205.00	\$ 240.00	\$ 295.00
Year 2 Fixed Route Flatbed Vehicles	\$ 202.00	\$ 215.00	\$ 300.00	\$ 350.00
Year 2 Connector Conventional Vehicles	\$ 122.00	\$ 125.00	\$ 155.00	\$ 205.00
Year 2 Connector Flatbed Vehicles	\$ 122.00	\$ 125.00	\$ 205.00	\$ 265.00
Year 2 Cars, SUVs, Other Conventional Vehicles	\$ 95.00	\$ 125.00	\$ 120.00	\$ 175.00
Year 2 Cars, SUVs, Other Flatbed Vehicles	\$ 95.00	\$ 125.00	\$ 120.00	\$ 175.00
Year 3 Fixed Route Conventional Vehicles	\$ 207.00	\$ 211.00	\$ 245.00	\$ 295.00
Year 3 Fixed Route Flatbed Vehicles	\$ 207.00	\$ 225.00	\$ 305.00	\$ 350.00
Year 3 Connector Conventional Vehicles	\$ 127.00	\$ 125.00	\$ 160.00	\$ 205.00
Year 3 Connector Flatbed Vehicles	\$ 127.00	\$ 125.00	\$ 210.00	\$ 265.00
Year 3 Cars, SUVs, Other Conventional Vehicles	\$ 100.00	\$ 125.00	\$ 125.00	\$ 175.00
Year 3 Cars, SUVs, Other Flatbed Vehicles	\$ 100.00	\$ 125.00	\$ 125.00	\$ 175.00
Total base 3 years	\$ 2,514.00	\$ 2,770.00	\$ 3,420.00	\$ 4,395.00
Option Year 1 Fixed Route Conventional Vehicles	\$ 212.00	\$ 217.00	\$ 250.00	\$ 295.00
Option Year 1 Fixed Route Flatbed Vehicles	\$ 212.00	\$ 225.00	\$ 310.00	\$ 350.00
Option Year 1 Connector Conventional Vehicles	\$ 132.00	\$ 135.00	\$ 165.00	\$ 205.00
Option Year 1 Connector Flatbed Vehicles	\$ 132.00	\$ 135.00	\$ 215.00	\$ 265.00
Option Year 1 Cars, SUVs, Other Conventional Vehicles	\$ 100.00	\$ 135.00	\$ 130.00	\$ 175.00
Option Year 1 Cars, SUVs, Other Flatbed Vehicles	\$ 100.00	\$ 135.00	\$ 130.00	\$ 175.00
Option Year 2 Fixed Route Conventional Vehicles	\$ 217.00	\$ 223.00	\$ 225.00	\$ 295.00
Option Year 2 Fixed Route Flatbed Vehicles	\$ 217.00	\$ 250.00	\$ 315.00	\$ 350.00
Option Year 2 Connector Conventional Vehicles	\$ 137.00	\$ 145.00	\$ 170.00	\$ 205.00
Option Year 2 Connector Flatbed Vehicles	\$ 137.00	\$ 145.00	\$ 220.00	\$ 265.00
Option Year 2 Cars, SUVs, Other Conventional Vehicles	\$ 100.00	\$ 145.00	\$ 135.00	\$ 175.00
Option Year 2 Cars, SUVs, Other Flatbed Vehicles	\$ 100.00	\$ 145.00	\$ 135.00	\$ 175.00
Total 5 years	\$ 4,310.00	\$ 4,805.00	\$ 5,820.00	\$ 7,325.00

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Award a Contract for One Medium Duty Bus w/Lift for LETC

SUMMARY:

Board authorization is requested to purchase (1) Medium Duty Bus w/Lift. The vehicle purchased under this contract will be used by Lake Erie Transit Center (LETC).

DISCUSSION:

LETC has the need for (1) Medium Duty Bus w/Lift to support their operations.

The FTA, in Circular 4220.1F, § 7.e., encourages the use of intergovernmental agreements. The FTA's Best Practices Procurement Manual states in part, "Such an approach would create economies of scale, reduce procurement lead times, and reduce administrative effort and expense."

The State of Michigan has awarded a contract for Small Class Non-Lift and Lift Buses which meets the requirements. This contract was awarded on the basis of a competitive solicitation. The State of Michigan contract includes all of the clauses required by the FTA for medium duty bus procurements. This contract is extended to local units of government and public transit agencies.

The State of Michigan awarded the contract to Hoekstra Transportation, Inc. The cost has been determined to be fair and reasonable through an evaluation process conducted by The State of Michigan. The State of Michigan's Department of Technology, Management, & Budget's Procurement office completed an evaluation via a Request for Proposal (RFP # 19000000991). The award was made to the responsive and responsible bidder, Hoekstra Transportation, Inc who passed the technical evaluation, pre-award audit and offered the best value to the State of Michigan.

FUNDING:

The purchase of (1) Medium Duty Bus for a the total cost of \$140,625.00 funded with 80% Federal grant funding, 20% State grant funding, and LETC local share as follows:

Grant	Project#	State Match	Amount	Local Share
MI-2018-018 (5307)	40890	2017-0130 P11	\$132,500.00	\$8,125.00

RECOMMENDATION:

The Board adopt the attached resolution authorizing the General Manager to award a contract for the purchase of (1) Medium Duty Bus w/Lift to Hoekstra Transportation. These buses will be purchased under a cooperative purchasing agreement through The State of Michigan. The total cost for this vehicle is \$140,625.00.

ATTACHMENTS:

1. Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for One Medium Duty Bus w/Lift for LETC

- Whereas, Federal funds made available created the opportunity for the Lake Erie Transit Center to acquire (1) Medium Duty Bus w/Lift; and
- Whereas, The FTA encourages intergovernmental agreements; and
- Whereas, The State of Michigan has awarded a contract for Small Class Non-Lift and Lift Buses on the basis of a competitive solicitation in accordance with all State and Federal regulations; and
- Whereas, The purchase of (1) Medium Duty Bus for a the total cost of \$140,625.00 funded with 80% Federal grant funding, 20% State grant funding, and LETC local share as follows:

Grant	Project#	State Match	Amount	Local Share
MI-2018-018 307)	40890	2017-0130 P11	\$132,500.00	\$8,125.00

; and

- Whereas, The Director of Finance is satisfied that Hoekstra Transportation, Inc has the potential to perform under the contract terms and conditions; and
- Whereas, The General Manager is satisfied that Hoekstra Transportation, Inc is in compliance with the equal opportunity/affirmative action policies of the Federal and State governments and the affirmative action policies of SMART; now therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to Award a Contract to Purchase (1) Medium Duty Bus w/Lift from Hoekstra Transportation. The buses will be purchased under a cooperative purchasing agreement through The State of Michigan. The total cost for the Medium Duty Bus w/Lift is \$140,625.00.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

Board Secretary

No. _____

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Approve a Purchase Order Change Action (POCA) for Brick Wall Repair for LETC

SUMMARY:

Authorization is requested to approve a purchase order change authorization (POCA) for additional work outlined in three change orders to be performed based on changes in scope of work.

DISCUSSION:

SMART is currently well underway with the Board approved project to repair the Brick Wall at the Lake Erie Transit Center (LETC). This approval covers the increased costs outlined in change orders 1, 2, and 3. The major changes are related to lintel removal and concrete infill.

FUNDING:

The funding source for the Lake Erie Transit Center (LETC) Wall Repair POCA #1 in the amount of \$39,573.00 will be fully funded with 80% Federal and 20% State funded grants as follows:

Fed MI-2016-025 (5307)
Project #40410
State 2012-0170 P42 (\$39,573.00)

RECOMMENDATION:

That the Board adopt the attached resolution authorizing the GM to approve a purchase order change authorization (POCA # 1) to Ram Construction Services for additional work as outlined in change orders 1, 2, and 3 submitted by LETC for the project changes.

ATTACHMENTS:

Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Approve a Purchase Order Change Action (POCA) for Brick Wall Repair
for LETC

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) has a contract for LETC Brick Wall Repair; and
- Whereas, the expenditure increased due to changes that resulted in additional work due to the brick wall repair namely the Lintel Removal and the concrete Infills ; and
- Whereas, A POCA submitted in the amount of \$39,573.00 exceeds the allowable change order threshold, as stipulated in SMART Board Policy No. 1; and
- Whereas, The funding for this POCA in the amount of \$39,573.00 will be fully funded with eighty percent Federal and twenty percent State funded grants as follows:
- Fed MI-2016-025 (5307) Project #40410 State 2012-0170 P42 (\$39,573.00); and
- Whereas, The Director of Finance is satisfied that Ram Construction Services has the potential to perform under the contract terms and conditions; and
- Whereas, The General Manager is satisfied that Ram Construction Services is in compliance with the equal opportunity/affirmative action policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve a POCA # 1 in the amount of \$39,573.00 to Ram Construction Services.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

Board Secretary

No. _____

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Approve a Purchase Order Change Action (POCA) For
Additional Cut Away Bus Inspections

SUMMARY:

Board authorization is requested to approve a POCA for additional Cut Away Bus Inspections as mandated by the FTA for the vans being built now at a cost of \$ 490.00 each.

DISCUSSION:

In September 2019, SMART ordered 16 propane cutaway buses and 8 gasoline cutaway buses. These buses were not supposed to go on line until this summer of fall. The manufacturer of these vehicles (Champion) Unbeknownst to SMART and the Dealer started the production early and the vehicles are currently being assembled. Since there are more than ten buses (24) in this contract, the FTA mandates that SMART have an inspector on site during production. A request is being made for the additional inspections that are required per FTA.

This POCA in the amount of \$11,760.00 exceeds the allowable 10% change order threshold, as stipulated in SMART Board Policy No. 1. The price submitted for the additional work is consistent with the pricing originally submitted for the competitive contract. SMART staff has determined that the price is fair and reasonable based on the price analysis in the original bid.

FUNDING:

The funding for this POCA in the amount of \$11,760.00 will be fully funded with eighty percent Federal and twenty percent State funded grants as follows:

Federal Grant MI-2018-018 Project # 40800 State 2017-0130 P11 (\$7,350.00)
Federal Grant MI-16X007 Project # 36700 State 2012-0170 P20 (\$1,960.00)
Federal Grant MI-2016-018 Project # 40010 State 2012-0170 P38 (\$2,450.00)

RECOMMENDATION:

The SMART Board of Directors adopt the attached resolution authorizing the General Manager to award a contract change order in the amount of \$11,760.00 to Vehicle Technical Consultants for the cost associated with the additional bus inspections.

ATTACHMENTS:

Resolution

Suburban Mobility Authority for Regional Transportation

RESOLUTION

Authorizing the General Manager to Approve a Purchase Order Change Action (POCA) for additional Cut Away Bus Inspections, as mandated by the FTA

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) has a contract for cut away bus inspections; and
- Whereas, The expenditure increased due to a earlier production schedule change by the manufacture unbeknownst to SMART and the Dealer causing an expedited need for bus inspections; and
- Whereas, A POCA in the amount of \$11,760.00 exceeds the allowable 10% change order threshold, as stipulated in SMART Board Policy No. 1; and
- Whereas, The funding for this POCA in the amount of \$11,760.00 will be fully funded with eighty percent Federal and twenty percent State funded grants as follows:
- Federal Grant MI-2018-018 Project # 40800 State 2017-0130 P11 (\$7,350.00)
Federal Grant MI-16X007 Project # 36700 State 2012-0170 P20 (\$1,960.00)
Federal Grant MI-2016-018 Project # 40010 State 2012-0170 P38 (\$2,450.00);
and
- Whereas, The Director of Finance is satisfied that Vehicle Technical Consultants has the potential to perform under the contract terms and conditions; and
- Whereas, The General Manager is satisfied that Vehicle Technical Consultants is in compliance with the equal opportunity/affirmative action policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve a POCA in the amount of \$11,760.00 to Vehicle Technical Consultants.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

Board Secretary

No. _____

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Approve a Purchase Order Change Action (POCA) for Additional Office Furniture

SUMMARY:

Board authorization is requested to approve a purchase order change authorization (POCA) for additional office furniture for SMART offices at Macomb, Oakland, Wayne & the Buhl Building. The upgrades are required to improve working conditions, enhance morale and employee productivity.

DISCUSSION:

SMART is currently well underway with the Board approved project to purchase and install new office furniture for SMART offices at Macomb, Oakland, Wayne & the Buhl Building. Additional furniture, purchase, changes, and installation is needed to complete the New Office Furniture Project. The POCA requires Board approval as it is greater than \$50,000.00.

FUNDING:

The funding for this requirement in the amount of \$93,819.28 will be fully funded with eighty percent Federal and twenty percent State funded grants as follows:

Federal Grant MI-2016-025 (5307) Project 40260 State 2012-0170 P 42 (\$93,819.28)

RECOMMENDATION:

That the Board adopt the attached resolution authorizing the General Manager to approve a Purchase Order Change Action (POCA # 2) for additional office furniture, delivery, and installation to Kentwood Office Furniture. The amount for this project change is \$93,819.28.

ATTACHMENTS:

Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Approve a Purchase Order Change Action (POCA) for
Additional Office Furniture

-
- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) is in need of additional office furniture, delivery, assembly, and installation of new office furniture for offices at the Wayne, Oakland, Macomb terminals and Buhl Building; and
- Whereas, The funding for this contract in the amount of \$93,819.28 will be fully funded with eighty percent Federal and twenty percent State funded grants as follows:
- Federal Grant MI-2016-025 (5307)
- Project 40260 State 2012-0170 P 42 (\$93,819.28); and
- Whereas, The Director of Finance is satisfied that Kentwood Office Furniture has performed under the terms and conditions of the contract; and
- Whereas, The General Manager is satisfied that Kentwood Office Furniture is in compliance with the equal opportunity and affirmative action laws and policies of the federal and state governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve a Purchase Order Change Action (POCA # 2) notice for the additional office furniture purchase, changes, and installation to Kentwood Office Furniture in the amount of \$93,819.28.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on March 26, 2020.

Date

Board Secretary

No. _____

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board SUBMITTED BY: General Counsel
FROM: General Counsel APPROVED BY: General Manager
SUBJECT: Authorization to File Petition and Execute Agreements Relative to the Peltier Drain to Allow Construction to continue at SMART's Macomb Terminal

SUMMARY:

Board authorization is sought to file a petition with the Macomb County Drain Commissioner and enter into various agreements relating to the Peltier Drain located on SMART's Macomb Terminal property in order to continue construction at the Macomb facility.

DISCUSSION:

As has previously been reported to the SMART Board of Directors, SMART is currently undertaking various construction projects at each of its terminals. As part of site and infrastructure improvements at the Macomb Terminal, SMART plans to abandon in place 178 lineal feet of existing 36-inch storm sewer that is part of Macomb County's Peltier Drain, then install 190 lineal feet of new 36-inch storm sewer to replace the abandoned portion of the Drain. The purpose for this work is to route the Peltier Drain around the existing propane storage tanks and new diesel fuel and gasoline storage tanks. Currently, this portion of the Drain exists at the edge of the tank pads. In addition to installing a new section of storm sewer to connect to the Peltier Drain, the easement for the Peltier Drain on the Macomb Terminal property is being rewritten to encompass the new route of the Drain.

In order to facilitate the rewriting of the easement, it is necessary for SMART to Petition the Macomb County Drain Commissioner as set forth in Exhibit A. Additionally, SMART must enter into several agreements including Amendment to Easement Exhibit B, Section 425/433 Agreement Exhibit C and Encroachment Agreement Exhibit D.

The work at the Macomb facility has been proceeding at a reasonable pace, but due to Governor Whitmer's Executive Order No. 2020-21 which took effect on March 24, 2020, at 12:01 am, and continues through April 13, 2020 at 11:59 pm, all work on this construction project has been put on hold at the present time.

Despite the foregoing and the fact that SMART cannot be certain whether construction will be able to proceed on April 14, 2020, SMART will need to have the required agreements in place to allow construction to continue once the current order or any subsequent orders expire.

Board of Directors
March 26, 2020
Page Two

RECOMMENDATION:

It is recommended by staff that the SMART Board of Directors authorize the General Manager or such person acting on behalf of the General Manager as the SMART Board directs, to petition the Macomb County Drain Commissioner and execute the attached agreements in order to allow construction at SMART's Macomb Terminal to proceed relative to the Peltier drain once construction can once again move forward.

FUNDING SOURCE:

Costs associated with this project will be covered by grant dollars.

ATTACHMENTS:

1. Exhibits A-D
2. Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to File Petition and Execute Agreements Relative to the Peltier Drain to Allow Construction to continue at SMART's Macomb Terminal

Whereas, SMART is in the process of completing of a construction project at its Macomb Terminal; and,

Whereas, the Peltier Drain runs through the Macomb Terminal Property; and,

Whereas, the Peltier Drain needs to be relocated as part of the construction project, and,

Whereas, in order to facilitate the relocation, SMART must file a petition and enter into several agreements as attached hereto, now therefore be it,

RESOLVED, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation, hereby authorizes the General Manager or the individual designated by the Board to Act on behalf of the General Manager to Petition the Macomb County Drain Commission and enter into agreements to facilitate the relocation of the Peltier Drain which will allow SMART to proceed with construction at its Macomb Terminal.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies that the foregoing is a true and correct copy of the resolution adopted by the Board of Directors of the Suburban Mobility Authority for Regional Transportation at a legally convened meeting on March 26, 2020.

Date

Tiffany Martin, Board Secretary

No.

**SECTION 425 PETITION TO CONSTRUCT, CLEAN OUT, RELOCATE, WIDEN,
DEEPEN, STRAIGHTEN, TILE, EXTEND, RELOCATE ALONG A HIGHWAY, OR
ADD A BRANCH OR BRANCHES TO A COUNTY DRAIN
(MCL §280.425)**

The undersigned Petitioner, Owner or Owners of certain lands situated in Clinton Township, Macomb County, Michigan, hereby makes application to the Macomb County Drain Commissioner to relocate a portion of the **Peltier Drain** (the "Drain"), in Clinton Township, under the provisions to Act 40 of the Public Acts of 1956, as amended.

Petitioner respectfully shows the individual(s) whose signature(s) are affixed to this Petition are all freeholders of lands traversed by the portion of said Drain to be improved, who by their signature consent in writing to said improvement.

Petitioner agrees to bear the entire expense of said improvement.

Petitioner agrees to construct said Drain in accordance with approved plans and specifications, in the time and manner which the Drain Commissioner shall prescribe, and to fulfill all requirements pertaining to the dedication of drains for public usage in Macomb County.

Attached and incorporated herein by reference is a Drainage Certificate sealed by a registered professional engineer (**Exhibit A**) attesting to the adequacy of the outlet for the said Drain. Also attached to and made a part of this Petition is a surveyor's description of the route and course of the Drain and a Description of the special assessment district benefitting from the relocation of the said Drain (**Exhibit B**).

**SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION**, a public body
corporate:

Date:

By: John C. Hertel
Its: Authorized Agent

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

On this ____ day of January, 2020, before me, a Notary Public in and for said County, personally appeared John Hertel, the Authorized Agent on behalf of SMART, who is [____] personally known to me or [____] identified by his/her driver's license, and who freely and voluntarily executed it.

_____, Notary Public
Macomb County, Michigan
Acting in _____ County
My commission expires: _____

EXHIBIT A

EXHIBIT A

Engineer's Certificate of Outlet

Date: November 13, 2019

Development: SMART Macomb Terminal

Drain: Peltier

Discharge: 29 CFS

Township / City: Charter Township of Clinton

Section: 35

Macomb County, Michigan

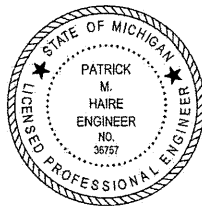
I HEREBY CERTIFY that the lands to be added naturally drain into the area served by the existing drain, or that the existing drain is the only reasonably available outlet for the drainage from the lands to be added.

I FURTHER CERTIFY that there is existing capacity in the Peltier Drain to accept the discharge rate indicated above (and to serve the lands to be added) without detriment to or diminution of the drainage service provided, or to be provided in the foreseeable future, to the area in the existing drainage district.

Signed:

Patrick Haire, P.E.

Digitally signed by Patrick Haire, P.E.
DN: C=US, E=phaire@hrcengr.com,
O="Hubbell, Roth & Clark, Inc.",
CN="Patrick Haire, P.E."
Date: 2019.11.13 14:23:16-05'00'



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

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

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

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

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

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

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

EXHIBIT B

12/13/2019 4:39 AM

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Roth, Scott

EASEMENT AMENDMENT

EASEMENT DESCRIPTION

REAL PROPERTY IN THE TOWNSHIP OF CLINTON, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

ORIGINAL EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE NORTH SECTION LINE, N.89°21'32"E., 1031.78 FEET; THENCE S.0°23'28"E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°21'32"E., 335.00 FEET (ALONG THE SOUTH RIGHT-OF-WAY LINE OF 15 MILE ROAD); THENCE S.0°38'28"E., 20.00 FEET; THENCE S.89°21'32"W., 315.00 FEET; THENCE S.0°23'28"E., 480.00 FEET (PARALLEL TO THE WEST LINE OF SAID PARCEL); THENCE N.89°36'35"E., 105.74 FEET; THENCE S.60°13'42"E., 35.59 FEET; THENCE N.89°36'35"E., 102.34 FEET, THENCE N.58°32'11"E., 39.63 FEET, THENCE N.89°14'08"E., 31.44 FEET (TO THE EAST LINE OF SAID PARCEL); THENCE S.0°34'26"E., 30.00 FEET (ALONG THE EAST LINE OF SAID PARCEL); THENCE S.89°14'08"W., 23.10 FEET; THENCE S.58°32'11"W., 39.74 FEET; THENCE S.89°36'35"W., 118.77 FEET; THENCE N.60°13'42"W., 43.67 FEET; THENCE S.89°36'35"W., 110.75 FEET (TO THE WEST LINE OF SAID PARCEL), THENCE N.0°23'28"W., 525.85 FEET (ALONG THE WEST LINE OF SAID PARCEL) TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.60 ACRES OR 25924.28 SFT MORE OR LESS.

AMENDED EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE NORTH SECTION LINE, N.89°21'32"E., 1031.78 FEET; THENCE S.0°23'28"E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°21'32"E., 335.00 FEET (ALONG THE SOUTH RIGHT-OF-WAY LINE OF 15 MILE ROAD); THENCE S.0°38'28"E., 20.00 FEET; THENCE S.89°21'32"W., 315.00 FEET; THENCE S.0°23'28"E., 475.94 FEET (PARALLEL TO THE WEST LINE OF SAID PARCEL); THENCE N.89°36'35"E., 98.75 FEET; THENCE S.60°13'42"E., 43.67 FEET; THENCE N.89°36'35"E., 102.34 FEET, THENCE N.58°32'11"E., 39.63 FEET, THENCE N.89°14'08"E., 31.44 FEET (TO THE EAST LINE OF SAID PARCEL); THENCE S.0°34'26"E., 30.00 FEET (ALONG THE EAST LINE OF SAID PARCEL); THENCE S.89°14'08"W., 23.10 FEET; THENCE S.58°32'11"W., 39.74 FEET; THENCE S.89°36'35"W., 118.77 FEET; THENCE N.60°13'42"W., 43.67 FEET; THENCE S.89°36'35"W., 110.75 FEET (TO THE WEST LINE OF SAID PARCEL), THENCE N.0°23'28"W., 525.85 FEET (ALONG THE WEST LINE OF SAID PARCEL) TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.60 ACRES OR 25924.28 SFT MORE OR LESS.

LEGAL DESCRIPTION:

REAL PROPERTY IN THE TOWNSHIP OF CLINTON, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL NO. 16-1-35-101-012 - DESCRIPTION AS RECORDED:

A PARCEL OF LAND LOCATED IN AND BEING PART OF SECTION 35, CLINTON TOWNSHIP, TOWN 2 NORTH, RANGE 13 EAST, MACOMB COUNTY, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 35, NORTH 89 DEGREES EAST 1031.78 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35; THENCE, NORTH 89 DEGREES EAST ALONG SAID NORTH LINE, 322.80 FEET TO A POINT; THENCE SOUTH 0 DEGREES 24 MINUTES 00 SECONDS WEST, 1349.80 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES WEST, 326.9 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE NORTH 0 DEGREES 24 MINUTES 00 SECONDS EAST, 1350.70 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

AS SURVEYED LEGAL:

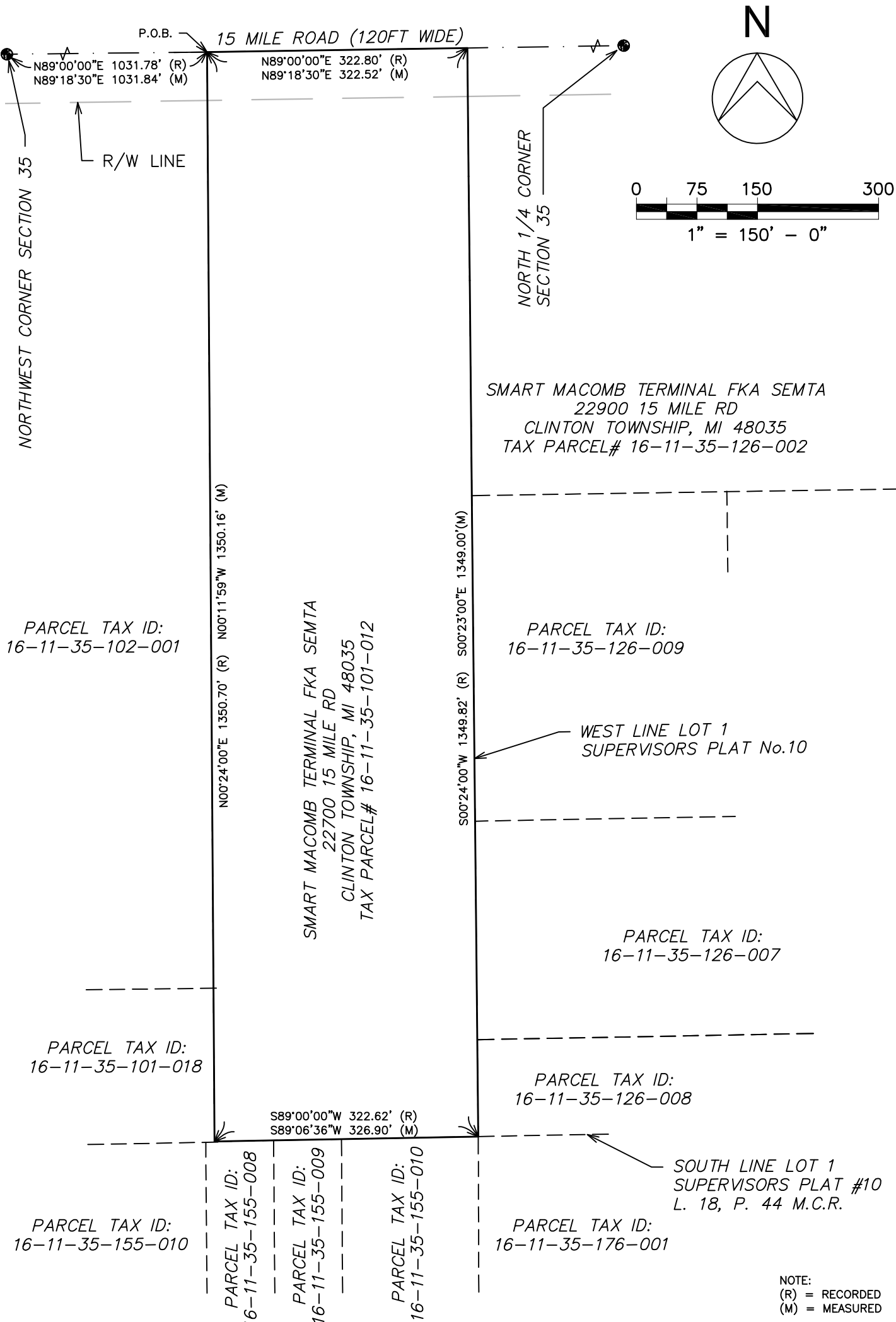
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, T2N, R13E, CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1031.84 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 322.52 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 00 SECONDS EAST, 1349.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 326.9 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 11 MINUTES 59 SECONDS WEST, 1350.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10.06 ACRES, MORE OR LESS.

SUBJECT TO R.O.W. FOR 15 MILE ROAD AND ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

JOB NO. 20170409	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH. PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 12/6/2019				1 OF 4

EASEMENT AMENDMENT



JOB NO. 20170409	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 12/6/2019		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com		2 OF 4

**AMENDMENT TO EASEMENT
RE: PELTIER DRAIN DRAINAGE DISTRICT**

1. The Suburban Mobility Authority for Regional Transportation, a public body corporate (hereinafter, "SMART"), for and in consideration of prospective benefits to be derived by reason of the relocating and amending the **Peltier Drain Drainage District** (hereinafter, the "Peltier Drain"), under the supervision of the Macomb County Public Works Commissioner, grants to the Macomb County Public Works Commissioner, her successors and assigns, the following permanent easement, situated in Clinton Township, Macomb County, Michigan, described as:

A VARIABLE WIDTH EASEMENT, NOT LESS THAN 20' AND UP TO 30', FOR THE CONSTRUCTION, INSTALLING, REPAIR, MAINTENANCE AND REPLACEMENT OF A PORTION OF THE PELTIER DRAIN IN THE NORTHWEST 1/4 OF SECTION 35, T2N, R13E, CLINTON TOWNSHIP, MACOMB COUNTY MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE NORTH SECTION LINE, N.89°21'32"E., 1031.78'; THENCE S.0°23'28"E., 60.00' TO THE POINT OF BEGINNING; THENCE N.89°21'32"E., 335.00' (ALONG THE SOUTH RIGHT-OF-WAY LINE OF 15 MILE ROAD); THENCE S.0°38'28"E., 20.00FT; THENCE S.89°21'32"W., 315.00'; THENCE S.0°23'28"E., 475.94' (PARALLEL TO THE WEST LINE OF SAID PARCEL); THENCE N.89°36'35"E., 98.75'; THENCE S.60°13'42"E., 43.67'; THENCE N.89°36'35"E., 102.34'; THENCE N.58°32'11"E., 39.63'; THENCE N.89°14'08"E., 31.44' (TO THE EAST LINE OF SAID PARCEL); THENCE S.0°34'26"E., 30.00' (ALONG THE EAST LINE OF SAID PARCEL); THENCE S.89°14'08"W., 23.10'; THENCE S.58°32'11"W., 39.74'; THENCE S.89°36'35"W., 118.77'; THENCE N.60°13'42"W., 43.67'; THENCE S.89°36'35"W., 110.75' (TO THE WEST LINE OF SAID PARCEL), THENCE N.0°23'28"W., 525.85' (ALONG THE WEST LINE OF SAID PARCEL); TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.60 ACRES OR 25924.28 SFT MORE OR LESS.

2. The said portion of the Peltier Drain has been relocated under the provisions of the Drain Code of 1956.
3. The legal description of the entire property covered in this Amendment to Easement Re: Peltier Drain is attached as **Exhibit A**, which includes a sketch of the entire property.
4. The existing original Easement is described in the attached **Exhibit B**.
5. A sketch of the Amended Easement is attached as **Exhibit C**.

Exempt from state and county transfer tax pursuant to MCL 207.505 (h)(i) and MCL 207.526 (h)(i)

In Witness Whereof, this Amendment to Easement Re: Peltier Drain Drainage District is executed on this _____ day of _____, 2020.

**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL
TRANSPORTATION**, a public body corporate:

By: John C. Hertel
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by John C. Hertel, the Authorized Agent on behalf of the Suburban Mobility Authority for Regional Transportation, a corporate body politic, who is ____ personally known to me or ____ identified by driver's license, and who freely executed it.

_____, Notary Public
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by: Joseph E. Viviano, Esq. KIENBAUM HARDY VIVIANO PELTON & FORREST PLC 48 S. Main Street, Suite 2 Mount Clemens, MI 48043	When recorded return to: Tamara Keskeny MACOMB COUNTY PUBLIC WORKS OFFICE 21777 Dunham Road Clinton Twp., MI 48036
--	--

EXHIBIT A

12/13/2019 4:39 AM

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Roth, Scott

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION:

REAL PROPERTY IN THE TOWNSHIP OF CLINTON, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL NO. 16-1-35-101-012 - DESCRIPTION AS RECORDED:

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AS SURVEYED LEGAL:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, T2N, R13E, CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1031.84 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 322.52 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 00 SECONDS EAST, 1349.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 326.9 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 11 MINUTES 59 SECONDS WEST, 1350.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10.06 ACRES, MORE OR LESS.

SUBJECT TO R.O.W. FOR 15 MILE ROAD AND ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

JOB NO.
20170409
DATE
12/6/2019


HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
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WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

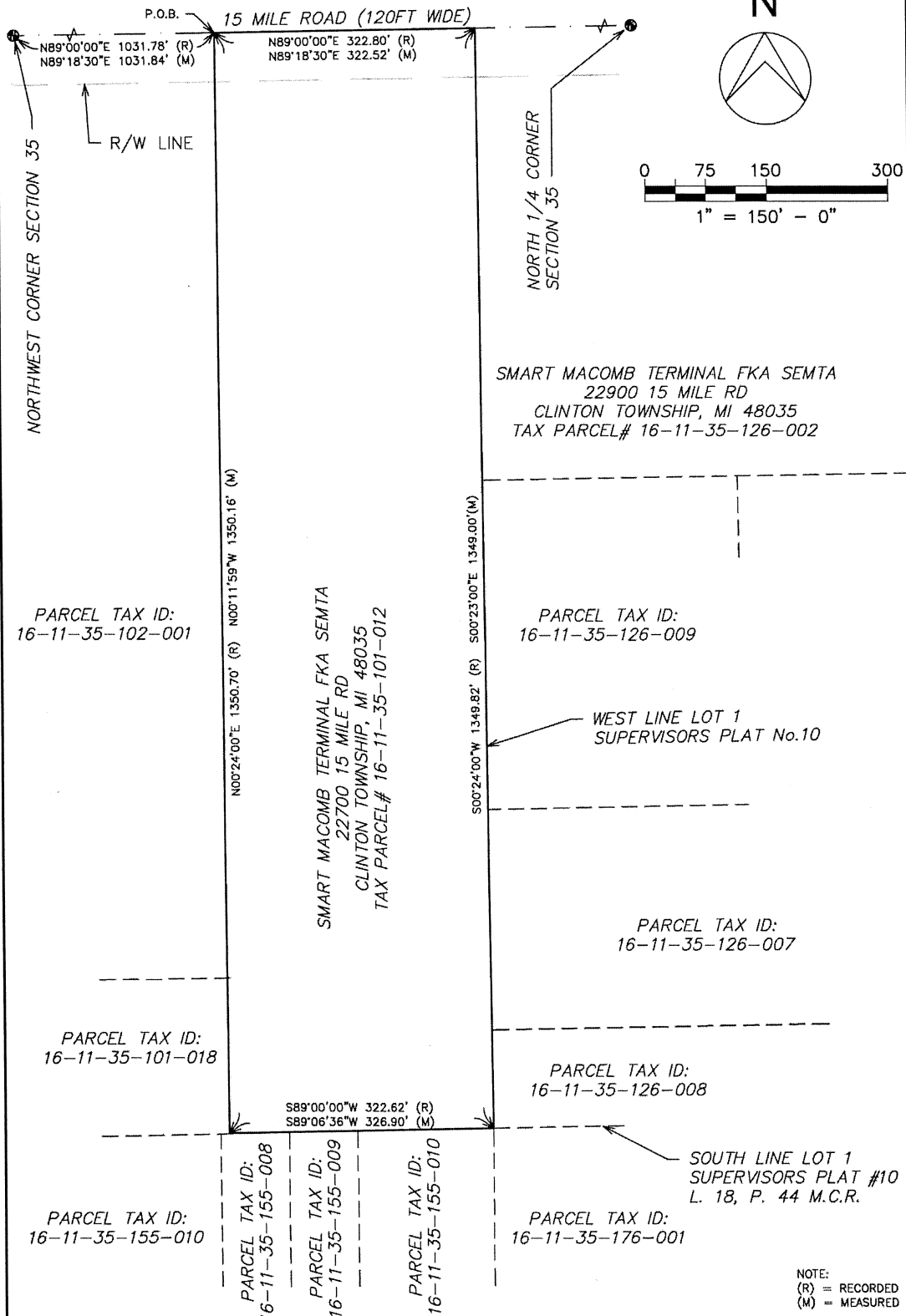
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OF 4

1/23/2020 7:36 AM

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Swenson, Bryan

SKETCH OF PARCEL




JOB NO. 20170409	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1913	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 12/6/2019		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http://www.hrcengr.com	2	OF 4

EXHIBIT B

12/13/2019 4:39 AM

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Roth, Scott

EASEMENT AMENDMENT

EASEMENT DESCRIPTION

REAL PROPERTY IN THE TOWNSHIP OF CLINTON, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

* ORIGINAL EASEMENT DESCRIPTION:

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AMENDED EASEMENT DESCRIPTION:

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JOB NO. 20170409
DATE 12/6/2019


HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
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P.O. BOX 824
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WEB SITE: [http:// www.hrcenr.com](http://www.hrcenr.com)

SHEET NO. 1
OF 4

EXHIBIT C

1/23/2020 7:39 AM

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Swenson, Bryan

EASEMENT AMENDMENT

NORTH 1/4 CORNER SECTION 35

N89° 21' 32"E 1031.78'

S0° 23' 28.00"E
60.00'

POINT OF BEGINNING

N89°21'32"E 335.00'

S89°21'32"W 315.00'

S0° 38' 28"E
20.00'

N



Feet

0 10 20 40 80

1" = 40' - 0"

N0°23'28"W 525.85'
S0°23'28"E 475.94'

SMART MACOMB TERMINAL FKA SEMTA
22700 15 MILE RD
CLINTON TOWNSHIP, MI 48035
TAX PARCEL# 16-11-35-101-012

PELTIER DRAIN
L.3289, P.375 M.C.R.

S60° 13' 42"E
43.67'

N89° 14' 08"E
31.44'

N58° 32' 11"E
39.63'

N89° 36' 35"E
102.34'

S0° 34' 26"E
30.00'

N89°36'35"E 98.75'

S89°36'35"W 110.75'

N60°13'42"W
43.67'

S89°36'35"W 118.77'
S58°32'11"W 39.74'

S89° 14' 08"W
23.10'

CONCRETE

JOB NO.
20170409
DATE
12/6/2019

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. 48303 - 0824
P.O. BOX 824
PHONE: (248) 454-6300
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WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

SHEET NO.
4
OF 4

ENCROACHMENT AGREEMENT

This ENROACHMENT AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 20____, by and between the **PELTIER Drain Drainage District**, whose address is c/o Macomb County Public Works, 21777 Dunham Road, Clinton Township, Michigan 48036 (the "Drainage District"), and Suburban Mobility Authority for Regional Transportation, whose address is 535 Griswold Street, Suite 600, Detroit, Michigan 48226 (the "Landowner"). (The Drainage District and the Landowner shall sometimes singularly be referred to as a "Party," and jointly referred to as the "Parties" in this Agreement.)

WITNESSETH:

WHEREAS, the **PELTIER Drain** ("Drain") is a county drain established pursuant to Public Act 40 of 1956, as amended ("Drain Code"); and

WHEREAS, the Drainage District possesses and controls within its jurisdiction a **VARIABLE WIDTH** permanent drain easement for the Drain, which traverses a portion of Landowner's property as depicted in **Exhibit "A"** attached hereto ("Drainage Easement"); and

WHEREAS, Landowner is the owner of land located in the Clinton Township of County of Macomb, State of Michigan, identified as Parcel ID No. 11-35-101-012, and legally described and depicted in **Exhibits "A" & "B"**, attached hereto ("Property"); and

WHEREAS, Landowner desires to use and encroach upon portions of the Drainage Easement in order to retain and maintain the existing parking area ("Encroachment"), in the locations depicted on **Exhibit "A"** attached hereto ("Encroachment Area"), and the Drainage District is willing to permit Landowner to retain the concrete parking area Encroachment in the Encroachment Area, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the Parties, intending to be legally bound hereby for themselves and their successors, and assigns, agree to the following:

1. Landowner is hereby permitted to keep the parking area Encroachment within the Encroachment Area, under the terms and conditions of this Agreement. This Agreement does not waive

the necessity for Landowner to obtain all other required federal, state or local permits, specifically any Soil Erosion and Sedimentation Control permits.

2. This Encroachment Agreement is to give only a privilege to Landowner to **retain and maintain the specific Encroachment** identified in this Agreement within the Encroachment Area. The Landowner agrees not to install or construct any other items within the Encroachment Area, unless specifically permitted by the Drainage District in writing. The Parties understand and agree that this Encroachment Agreement may be subject to the rights of any utility not owned by Drainage District or Landowner, which may now or in the future occupy the Encroachment Area, which utilities may remain in the Encroachment Area in the event that this Encroachment Agreement is abandoned or shall terminate.

3. Maintenance of any Encroachment placed within the Encroachment Area by the Landowner with Drainage District's permission shall be the sole responsibility of Landowner, and its successors and assigns. Landowner agrees to maintain the Encroachment in a safe, neat and clean condition, and will keep the Encroachment Area free of debris, sediment, snow, ice, and noxious materials or conditions. Landowner also agrees to comply with all governmental laws, ordinances and regulations while making use of this Encroachment Agreement.

4. In the event that the Landowner shall fail to carry out the maintenance responsibilities specified in this Encroachment Agreement, the Drainage District may serve written notice upon the Landowner, setting forth the deficiencies in maintenance along with a demand that the deficiencies be cured within thirty (30) days. If, within the time specified above, Landowner fails to carry out the maintenance responsibilities, the Drainage District shall thereupon have the power and authority, pursuant to the language contained herein, to enter upon the Property to perform such maintenance or take such actions, as the Drainage District deems reasonably appropriate and the Landowner shall be liable for all reasonable expenses in connection therewith.

5. Landowner shall not use the Drainage Easement in any manner that could interfere with the operation of the Drain or increase the cost to the Drainage District for the operation, maintenance or improvement of the Drain due to the existence of the Encroachment in the Drainage Easement. If the Drainage District requires access to the Drainage Easement for its intended public drain purposes, including those purposes listed herein, the Drain District shall give thirty (30) days' written notice to the Landowner of the necessity of temporary removal or relocation of the specific Encroachment.

6. If Landowner fails to remove or relocate the Encroachment after Landowner's receipt of the thirty (30) days' notice, or if the Drain District, in the event of an emergency, requires immediate removal of the Encroachment, it shall have the right to enter Landowner's Property on its own initiative and without notice or further notice and remove the Encroachment at Landowner's sole cost and expense. The Drain District's work in performing its intended public drain purposes shall be performed by the Drain District in a reasonable due course of time based on the facts and circumstances. Landowner shall perform any and all replacements or reinstallations of the Encroachment, and shall bear all costs of any removal, replacement or reinstallation of the Encroachment and the restoration of the Encroachment Area. Landowner also agrees to release the Drainage District from any and all claims related to or arising from damage

to the Encroachment as a result of the Drainage District's maintenance, use and operation of the drainage facilities in the Drainage Easement.

7. Landowner assumes all risk of personal injury, death and property damage due to maintaining the Encroachment in the Encroachment Area. Landowner shall indemnify and hold the Drainage District, Macomb County, the Macomb County Department of Public Works and their respective officials, officers, employees, contractors, agents and representatives harmless from any and all claims of liability whatsoever for injuries, death, damages and/or costs allegedly sustained by any person or business as a result of, or in any way arising out of the use of the Encroachment Area by Landowner and its officers, employees, agents, contractor, representatives, guests, invitees and others, whether by invitation, permission or otherwise; including, but not limited to any attorney fees and engineering costs incurred by the Drainage District in defense of a claim. Landowner also agrees to pay the total costs incurred by the Drainage District, including all engineering, inspection, easement acquisition, recording, legal and administrative expenses related to this Agreement.

8. Landowner shall purchase and maintain Public Liability and Bodily Injury and Property Damage Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) Comprehensive Single Limit. A copy of said policy shall be provided by the Landowner to the Drainage District within thirty (30) days of construction of the Encroachment.

9. If Landowner fails to reimburse the Drainage District for any costs and expenses incurred that the Drainage District is entitled to be reimbursed pursuant this Agreement, within thirty (30) days after receiving a written invoice and demand for payment of these expenses from the Drainage District, the Drainage District shall have the right to place a claim of lien on the Landowner's Property for the costs of this maintenance, and the Drainage District may also seek any other right or remedy to which the Drainage District may be entitled under this Agreement, the Drain Code and by any other law.

10. In the event of any Party's violation or breach of the terms and conditions of this Agreement, after thirty (30) days' written notice and failure to take reasonable steps toward cure, the affected Party may seek specific performance or any other rights or remedies to which they may be entitled under this Agreement, the Drainage Code or by any other law, and if successful in its enforcement, shall be entitled to the reimbursement of reasonable attorneys' fees, engineering costs and litigation expenses incurred by the non-breaching party.

11. This Agreement shall be binding upon the Drain District and Landowner, and their respective successors, assigns, and transferees of the Landowner's property. This Agreement shall run with the land. If Landowner sells the land described in **Exhibits B and C**, this the new owner shall assume all rights and obligations under this Agreement and Landowner shall be relieved of all rights and obligations hereunder arising after the sale.

12. Notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) email with read receipt (provided that the receipt of such email transmission is confirmed), sent to the intended addressee at the address set forth on page 1 of this Agreement, or to such other address or to the attention of such other person

as the addressee shall have designated by written notice sent in accordance with this Section, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section, or, in the case of email transmission, upon read receipt.

13. This Agreement contains the entire agreement between the Parties, and the terms are contractual and not a mere recital. This Agreement incorporates all prior agreements and promises between the Parties, whether written or oral.

14. This Agreement cannot be changed orally, and no executory agreement shall be effective to waiver, change, modify or discharge it, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

15. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Macomb County, Michigan.

16. This Agreement shall be recorded with the Macomb County Register of Deeds by the Drain District.

DESCRIPTION & SKETCH OF EASEMENT: See Exhibit "A & B"

DESCRIPTION & SKETCH OF PROPERTY: See Exhibit "B & C"

SKETCH SHOWING LICENSED ENROACHMENTS: See Exhibit "A"

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LANDOWNER:

Suburban Mobility Authority for Regional
Transportation

By: JOHN C. HERTEL
Its: General Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

On this ____ day of _____, 20____, before me a Notary Public, personally appeared JOHN C. HERTEL the **General Manager** of Suburban Mobility Authority for Regional Transportation, known to me to be the person who executed the within instrument and who acknowledges the same to be their free act and deed.

_____, Notary Public
State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

DRAIN DISTRICT:

PELTIER Drain Drainage District

By: Brian Baker
Its: Chief Deputy Macomb County Public
Works Commission

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

On this _____ day of _____, 20____, before me a Notary Public, personally appeared of Brian Baker, Chief Deputy, Macomb County Public Works Commission, 21777 Dunham Road, Clinton Township, Michigan 48036, known to me to be the person who executed the within instrument and who acknowledges the same to be her free act and deed.

Tamara Keskeny, Notary Public
State of Michigan, County of Macomb
My commission expires December 2, 2020
Acting in the County of Macomb

Drafted by and return to: Macomb County Public Works Office
 21777 Dunham Road
 Clinton Township, MI 48036

SECTION 425/433 AGREEMENT
(CONSTRUCTION OF DRAIN/ENLARGEMENT OF DISTRICT
AND COST OF DRAINAGE FACILITIES)
(MCL §280.425, §280.433)

This Agreement, made and delivered on this ____ day of January, 2020, by and between Candice S. Miller, Macomb County Drain Commissioner, herein designated as the Drain Commissioner, whose office is located at 21777 Dunham Road, Clinton Township, Michigan 48036, acting for and on behalf of the **Peltier Drain Drainage District**, a public body corporate (the "District"), and the Suburban Mobility Authority for Regional Transportation, a public body corporate (hereinafter, "SMART") (the "Developer").

WHEREAS:

A. Certain drainage facilities have been or will be constructed by the Developer to serve land identified herein; and

B. It is desirable and necessary for the public health, welfare or convenience, and for the benefit of certain lands and streets, that the drainage facilities described herein be established and maintained for public use; and

C. The nature of the ground to be crossed will admit of the desired improvement, and the surface of the land may be restored, pursuant to Section 425 of Act No. 40 of 1956; and

D. Consent in writing by the owner(s) of the land to be traversed has been obtained, pursuant to Section 425 and 433 of Act No. 40 of 1956; and

E. Developer has been advised and understands and agrees to assume the total cost of the construction of the drain, to include engineering, inspection, easement acquisition, legal and administrative expenses and costs attendant to this Agreement; and

F. Developer further understands that the Drain constructed or to be constructed, pursuant to this Agreement, when accepted by the Drain Commissioner, will be known as the **Peltier Drain** and the land to be drained will be known and constituted as the **Peltier Drainage District** and will be subject to assessments, for costs of future operation, inspection, maintenance and improvement; and

G. Developer has agreed to assume and pay all costs as set forth herein; and

H. Developer has obtained, at its own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner, to the effect that the lands to be developed naturally drain into the area to be served by the constructed Drain, or that the Drain is the only reasonable available outlet for drainage from lands to be developed, and has sufficient capacity to provide adequate drainage service without detriment to or

diminution of the drainage service which the outlet currently provides, pursuant to Section 433(2) of Act No. 40 of 1956. A copy of said certificate is attached hereto as **Exhibit A**.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties agree as follows:

1. Developer agrees to construct and/or has constructed, at its expense, the Drain in accordance with plans and specifications approved by the Drain Commissioner, in the time and manner prescribed by the Drain Commissioner.

2. Developer shall secure, at its own expense, all easements or rights of way necessary for the construction of the Drain over and across the properties owned by Developer and across such other lands as necessary for the construction of the Drain from the point of beginning at the outlet to the point of ending. Said easements or rights of way shall be secured in writing and in a form acceptable to the Drain Commissioner. The Developer shall be responsible for all costs of recording the said easements, as directed by the Drain Commissioner.

3. Developer shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drain Commissioner. The Drain Commissioner shall be provided copies of all correspondence and reports involving any governmental agency with respect to the Drain.

4. Developer agrees that drainage facilities and attendant easements in which the same are located or constructed pursuant to this agreement shall be dedicated for public use, and shall be owned or held by the District, the same as if originally located and established under other provisions of Public Act 40 of 1956, as amended.

5. Developer hereby conveys to the District the drainage facilities described herein, together with sufficient easement(s) to allow and provide for their construction, operation and maintenance by the Drain Commissioner.

6. The Drain Commissioner, on behalf of the District, hereby accepts said drainage facilities, known and identified as the Peltier Drain. Lands to be specifically served, and the route and course of the drain, are, together, described in the attached **Exhibit B**.

7. It is hereby stipulated and agreed that from the date hereof the above described lands shall be subject to special assessment for costs associated with repairing or maintaining the Drain, as well as assessments levied on behalf of any dedicated or established drain providing outlet benefits to the same.

8. Developer agrees to protect, defend, indemnify and hold the District, Macomb County, and all elected officials, representatives, agents, insurers, and employees thereof (collectively, "Indemnitees"), free and harmless, from and against any and all losses, penalties, damages, settlements, costs, charges, legal or professional fees, and other expenses or liabilities of every kind and character in any way relating to any and all claims, demands, causes of action, or legal or regulatory proceedings of every kind and character in connection with or arising, directly or indirectly, out of construction and/or this Agreement (collectively, "Claims"). Without limiting the generality of the foregoing, all Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation, or court decree, shall be included in the indemnity.

9. Modification, amendments or waiver of any provisions of the Agreement may be made only by the written mutual consent of the parties.

10. All the agreements, covenants, and conditions contained in the Drain Project Agreement between Developer and the District are hereby made a part of this Section 425/433 Agreement to the same extent and with the same force as if fully set forth herein.

11. This Agreement shall become effective upon its execution by the Developer and the Drain Commissioner and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

PELTIER DRAINAGE DISTRICT

A public body corporate:

By: _____
Candice S. Miller
Its: Drain Commissioner

**SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION**, a public body
corporate:

By: _____
John C. Hertel
Its: Authorized Agent

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

On this ____ day of January, 2020, before me, a Notary Public in and for said County, personally appeared Candice S. Miller, Macomb County Drain Commissioner, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

_____, Notary Public
Macomb County, Michigan
Acting in _____ County
My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

On this ____ day of January, 2020, before me, a Notary Public in and for said County, personally appeared John C. Hertel, Authorized Agent on behalf of the Suburban Mobility Authority for Regional Transportation, a corporate body politic, who is [____] personally known to me or [____] identified by his/her driver's license, and who freely and voluntarily executed it.

_____, Notary Public
Macomb County, Michigan
Acting in _____ County
My commission expires: _____

Drafted by: Joseph E. Viviano, Esq. KIENBAUM HARDY VIVIANO PELTON & FORREST PLC 48 S. Main Street, Suite 2 Mount Clemens, MI 48043	When recorded return to: Tamara Keskeny MACOMB COUNTY PUBLIC WORKS OFFICE 21777 Dunham Road Clinton Twp., MI 48036
--	--

EXHIBIT A

EXHIBIT A

Engineer's Certificate of Outlet

Date: November 13, 2019

Development: SMART Macomb Terminal

Drain: Peltier

Discharge: 29 CFS

Township / City: Charter Township of Clinton

Section: 35

Macomb County, Michigan

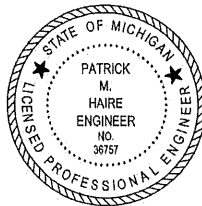
I HEREBY CERTIFY that the lands to be added naturally drain into the area served by the existing drain, or that the existing drain is the only reasonably available outlet for the drainage from the lands to be added.

I FURTHER CERTIFY that there is existing capacity in the Peltier Drain to accept the discharge rate indicated above (and to serve the lands to be added) without detriment to or diminution of the drainage service provided, or to be provided in the foreseeable future, to the area in the existing drainage district.

Signed:

Patrick Haire, P.E.

Digitally signed by Patrick Haire, P.E.
DN: C=US, E=phaire@hrcengr.com,
O=Hubbell, Roth & Clark, Inc.,
CN=Patrick Haire, P.E.
Date: 2019.11.13 14:23:16-05'00'



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

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

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

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

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

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

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

EXHIBIT B

12/13/2019 4:39 AM

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Roth, Scott

EASEMENT AMENDMENT

EASEMENT DESCRIPTION

REAL PROPERTY IN THE TOWNSHIP OF CLINTON, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

ORIGINAL EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE NORTH SECTION LINE, N.89°21'32"E., 1031.78 FEET; THENCE S.0°23'28"E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°21'32"E., 335.00 FEET (ALONG THE SOUTH RIGHT-OF-WAY LINE OF 15 MILE ROAD); THENCE S.0°38'28"E., 20.00 FEET; THENCE S.89°21'32"W., 315.00 FEET; THENCE S.0°23'28"E., 480.00 FEET (PARALLEL TO THE WEST LINE OF SAID PARCEL); THENCE N.89°36'35"E., 105.74 FEET; THENCE S.60°13'42"E., 35.59 FEET; THENCE N.89°36'35"E., 102.34 FEET, THENCE N.58°32'11"E., 39.63 FEET, THENCE N.89°14'08"E., 31.44 FEET (TO THE EAST LINE OF SAID PARCEL); THENCE S.0°34'26"E., 30.00 FEET (ALONG THE EAST LINE OF SAID PARCEL); THENCE S.89°14'08"W., 23.10 FEET; THENCE S.58°32'11"W., 39.74 FEET; THENCE S.89°36'35"W., 118.77 FEET; THENCE N.60°13'42"W., 43.67 FEET; THENCE S.89°36'35"W., 110.75 FEET (TO THE WEST LINE OF SAID PARCEL), THENCE N.0°23'28"W., 525.85 FEET (ALONG THE WEST LINE OF SAID PARCEL) TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.60 ACRES OR 25924.28 SFT MORE OR LESS.

AMENDED EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE NORTH SECTION LINE, N.89°21'32"E., 1031.78 FEET; THENCE S.0°23'28"E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°21'32"E., 335.00 FEET (ALONG THE SOUTH RIGHT-OF-WAY LINE OF 15 MILE ROAD); THENCE S.0°38'28"E., 20.00 FEET; THENCE S.89°21'32"W., 315.00 FEET; THENCE S.0°23'28"E., 475.94 FEET (PARALLEL TO THE WEST LINE OF SAID PARCEL); THENCE N.89°36'35"E., 98.75 FEET; THENCE S.60°13'42"E., 43.67 FEET; THENCE N.89°36'35"E., 102.34 FEET, THENCE N.58°32'11"E., 39.63 FEET, THENCE N.89°14'08"E., 31.44 FEET (TO THE EAST LINE OF SAID PARCEL); THENCE S.0°34'26"E., 30.00 FEET (ALONG THE EAST LINE OF SAID PARCEL); THENCE S.89°14'08"W., 23.10 FEET; THENCE S.58°32'11"W., 39.74 FEET; THENCE S.89°36'35"W., 118.77 FEET; THENCE N.60°13'42"W., 43.67 FEET; THENCE S.89°36'35"W., 110.75 FEET (TO THE WEST LINE OF SAID PARCEL), THENCE N.0°23'28"W., 525.85 FEET (ALONG THE WEST LINE OF SAID PARCEL) TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 0.60 ACRES OR 25924.28 SFT MORE OR LESS.

LEGAL DESCRIPTION:

REAL PROPERTY IN THE TOWNSHIP OF CLINTON, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL NO. 16-1-35-101-012 - DESCRIPTION AS RECORDED:

A PARCEL OF LAND LOCATED IN AND BEING PART OF SECTION 35, CLINTON TOWNSHIP, TOWN 2 NORTH, RANGE 13 EAST, MACOMB COUNTY, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 35, NORTH 89 DEGREES EAST 1031.78 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35; THENCE, NORTH 89 DEGREES EAST ALONG SAID NORTH LINE, 322.80 FEET TO A POINT; THENCE SOUTH 0 DEGREES 24 MINUTES 00 SECONDS WEST, 1349.80 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES WEST, 326.9 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE NORTH 0 DEGREES 24 MINUTES 00 SECONDS EAST, 1350.70 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

AS SURVEYED LEGAL:

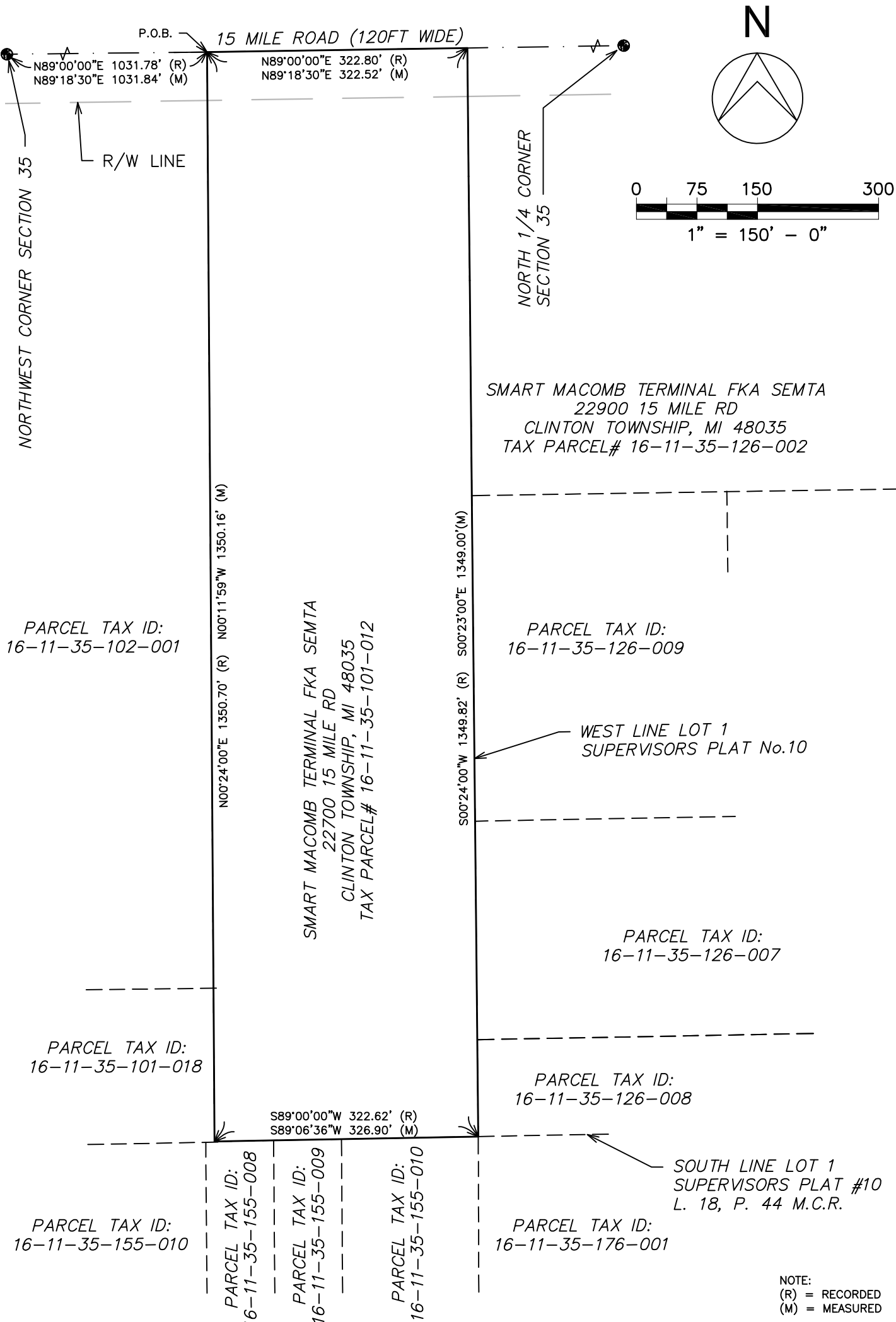
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, T2N, R13E, CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1031.84 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 322.52 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 00 SECONDS EAST, 1349.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 326.9 FEET ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 00 DEGREES 11 MINUTES 59 SECONDS WEST, 1350.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10.06 ACRES, MORE OR LESS.

SUBJECT TO R.O.W. FOR 15 MILE ROAD AND ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

JOB NO. 20170409	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 12/6/2019		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com		1 OF 4

EASEMENT AMENDMENT



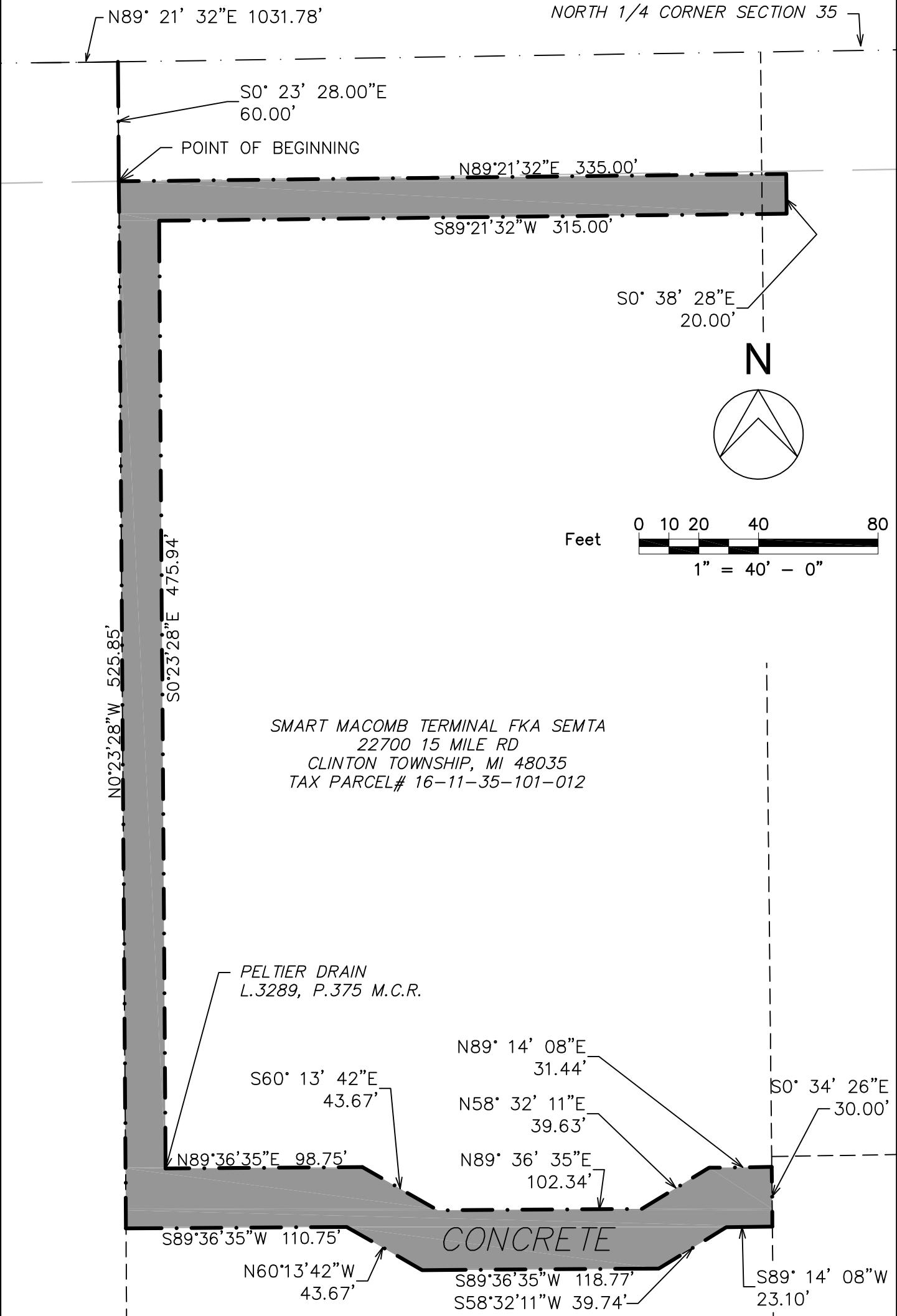
JOB NO. 20170409	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 12/6/2019		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com		2 OF 4

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Swenson, Bryan

EASEMENT AMENDMENT



JOB NO. 20170409	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 12/6/2019		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http://www.hrcengr.com		4 OF 4

DATE: March 26, 2020 DISPOSITION SOUGHT: Approval
TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager
FROM: Procurement Department APPROVED BY: Certification Committee
SUBJECT: Authorization to Approve a Purchase Order Change Action (POCA) for Fueling System Improvements & Macomb Pavement Reconstruction Additions

SUMMARY:

Authorization is requested to approve a purchase order change authorization (POCA #4) for additional work outlined in Bulletin # 6 to be performed based on changes in scope of work at the Wayne, Oakland, and Macomb Terminal.

DISCUSSION:

SMART is currently well underway with the Board approved project Fueling System Improvement & Macomb Pavement Reconstruction. This approval covers the increased costs as outlined in bulletin # 6 (attached) for a number of items that have come up in the process of the project. These changes and charges are not related to soil removal contemplated in the contingency line.

FUNDING:

The funding source for the Additional Fueling System Improvements and Macomb Pavement Reconstruction project POCA #4 in the amount of \$159,502.87 will be fully funded with 80% Federal and 20% State funded grants as follows:

Fed MI-2016-025 (5307) Project #40270 State 2012-0170 P 42

RECOMMENDATION:

That the Board adopts the attached resolution authorizing the GM to approve a purchase order change authorization (POCA # 4) to R.W. Mercer for additional work as outlined in Bulletin # 6 for the project changes.

ATTACHMENTS:

1. Bulletin # 6
2. Resolution