



Brighton City Council Meeting

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116
(810) 227-1911 • www.brightoncitymi.gov

August 25, 2026 – 6:30 p.m.

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Consider approval of the agenda
5. Consider approval of consent agenda items

Consent Agenda Items

- a. [Consider approval of minutes: July 28, 2026](#)
- b. [Consider approving the purchase of a 2027 John Deere Gator™ TX Utility Vehicle from Hutson Inc. In the amount of \\$11,172.76](#)

Correspondence

6. Councilmember updates
7. Staff updates
8. Swear in of Officer Ty Fegan
9. Swear in of Officer John Ulmer
10. Call to the public

Presentation

11. Pulte Homes presentation on financial impacts of requested amendment to Brownfield plan

Discussion

12. Consider Purchase of Shape of Home
13. Discuss repealing ordinance Chapter 22 Article XIII Collection Containers

New Business

14. [Consider approving the purchase of a 2027 John Deere 1575 multi-use utility tractor with broom attachment from Hutson Inc. In the amount of \\$52,466.42](#)
15. [Consider adoption of CDBG Procurement Policy](#)
16. [Consider Approval of an Agreement for Professional Services with Giffels Webster for design and construction engineering for the Grand River Avenue sidewalk extension.](#)
17. Consider appointments to various Boards and Commissions

Other Business

18. Call to the public
19. Adjournment



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MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON AUGUST 11, 2026

1. Call to order

Mayor Pro Tem Bohn called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

Mayor Pro Tem Bohn led those in attendance in the Pledge of Allegiance.

3. Roll call

Present were Mayor Pro Tem Bohn, Councilmembers: Albert, Gardner, Gipson, Pettengill, and Schmenk.

Others Present: City Clerk Tara Brown, Human Resources Manager Michelle Whitney, Chief Brent Pirochta, Deputy DPS Director Corey Brooks, and Grant Specialist Samantha Gardiner.

Motion by Councilmember Gardner, seconded by Councilmember Gipson to excuse Councilmember Gipson due to personal reasons. **The motion carried, 6-0.**

4. Consider approval of the agenda

Motion by Councilmember Gardner, seconded by Councilmember Pettengill to approve the agenda as presented. **The motion carried, 6-0.**

5. Consider approval of consent agenda items

Motion by Councilmember Schmenk, seconded by Councilmember Albert to approve the consent agenda. **The motion carried, 6-0.**

Consent Agenda Items

- a. Consider approval of minutes: July 28, 2026
- b. Consider approval of the purchase of a Swaby Lobeline Tertiary Wasting Pump for the Wastewater Treatment Plant from Waterworks Systems & Equipment Inc for a cost of \$20,500
- c. Consider acceptance of the quarterly financial report for the period ending June 30, 2026
- d. Consider acceptance of the quarterly investment report for the period ending June 30, 2026

Correspondence

6. Councilmember updates

Councilmember Gipson provided an update on the recent Brighton Area Fire Authority meeting. He stated that Chief O'Brian has given notice that he will be moving on to the private sector. The Authority discussed the hiring process and selected three strong internal candidates to move forward to the next phase. The process is expected to conclude in September.

Councilmember Pettengill noted that the Brighton Arts and Culture Commission has acquired six new sculptures for downtown. Updated media content and maps will be available soon.

Councilmember Schmenk stated that during the next Live at Millpond Park concert featuring the Jill Jack Band, local teachers and Department of Public Works employees will be honored as part of America's 250 celebration of local heroes.

Mayor Pro Tem Bohn stated that Councilmember Renee Pettengill was recently recognized on the Women's Roll of Honor and was inducted on Saturday, August 8, 2026. Mayor Pro Tem Bohn highlighted Councilmember Pettengill's history of public service throughout the city, as well as her commitment to her career as Chief of Staff at Cornerstone Schools.

7. Staff updates

City Clerk Brown stated that the August 4, 2026, Primary Election went very well and thanked the dedicated hardworking election inspectors both during early voting and election day for their commitment to serving as election inspectors and helping their community.

Deputy DPS Director Brooks provided an update on the 7th Street project which is all weather dependent. The goal is to have the project mostly complete before school begins but there will be some items that will need to be completed after the beginning of school such as manhole collars and sidewalk aprons.

8. Call to the public

Mayor Pro Tem Bohn opened the call to the public at 6:43 p.m.

Residents Steve Monet, Russ Saari, Dave Costa, Jeff Walker, Gerald Larkins, and Cathy Fischer each spoke about their experiences living on Fairway Trails and expressed concerns regarding speeding traffic in the area. Residents also discussed potential traffic-calming measures, including the installation of radar speed display signs that monitor and display drivers' speeds to encourage compliance with the posted speed limit.

Hearing and seeing no further comment, the call to the public was closed at 6:59 p.m.

Chief Pirochta explained that speed display signs have already been ordered for other areas, with additional signs budgeted for upcoming years. He also outlined the Police Department's patrol methods and efforts to address speeding concerns in the area. Chief Pirochta assured residents that their concerns had been heard and would be taken into consideration as future traffic-calming measures are implemented.

Public Hearing

9. Conduct a public hearing on Michigan Community Development Block Grant (CDBG) Funding for City of Brighton Home Rehabilitation Program

City Clerk Brown reported that the city first introduced the application for Community Development Block Grant (CDBG) funding at the March 10, 2026, City Council meeting. Following completion of a screening application and an interview with MSHDA staff, the city was invited to proceed with the comprehensive application. Upon successful completion of a qualified application, the city expects to receive a \$295,000 grant, with approximately \$250,000 designated for grant projects and the remainder allocated for grant administration.

As part of the application process, the city is holding this public hearing and seek City Council approval of a resolution authorizing, among other things, the City Manager to execute the grant award documents.

The CDBG program will allow the city to accept applications from income-qualified residents for grants of up to \$10,000 for improvements to owner-occupied homes. Projects exceeding \$10,000 but less than \$40,000 may be funded through a forgivable loan, which may be forgiven after five years if the recipient meets applicable conditions. Eligible improvements may include roof, furnace and HVAC replacement; windows and doors; eligible septic and well improvements; electrical and plumbing upgrades; foundation stabilization; insulation and weatherization; accessibility improvements such as ramps, grab bars and accessible bathrooms; and lead or asbestos remediation.

Staff will make the grant application available for public review by August 30, 2026.

Mayor Pro Tem Bohn opened the public hearing at 7:06 p.m.

Susan Walters-Bakhaus questioned whether recipients would be required to pay taxes on the grant funds, whether the improvements would affect the homeowner's property assessment or taxes, and whether receiving the grant could affect eligibility for a poverty exemption. Ms. Walters-Bakhaus stated that she was not opposed to the grant but wanted clarification on these matters.

Hearing and seeing no further comment, the public hearing was closed at 7:09 p.m.

City Clerk Brown noted that if the resolution is approved, staff would begin work to build out a webpage within the city's website with answers to questions raised during the public hearing as well as a frequently asked questions list and all the documents required under the grant, including the application.

New Business

10. Consider approval of Resolution 2026-11 Authorizing Resolution for the Application by the City of Brighton for a Homeowner Rehabilitation Program through the Michigan State Housing Development Authority, MI Neighborhood Community Development Block Grant

Clerk Brown stated that, as discussed earlier, part of the application process is passing a resolution that defines the program, eligible households, and assigns certain approval abilities to the City Manager.

City Council expressed its support for offering this grant opportunity to Brighton residents, recognizing the importance of maintaining and improving the city's existing housing stock. The program will help income-qualified homeowners address necessary repairs and improvements that may otherwise be financially out of reach. Council noted that investing in existing homes can help preserve safe, quality housing, support neighborhood stability, and provide residents with the opportunity to remain in their homes and age in place. The grant was viewed as a valuable resource for helping homeowners maintain their properties while strengthening the community's long-term housing stock.

Motion by Councilmember Gipson, seconded by Councilmember Gardner to approve Resolution 2026-11 Authorizing Resolution for the Application by the City of Brighton for a Homeowner Rehabilitation Program through the Michigan State Housing Development Authority, MI Neighborhood Community Development Block Grant. **The motion carried by roll call vote, 6-0.**

11. Consider entering into closed session for strategy session connected with the negotiation of a collective bargaining agreement pursuant to Michigan Open Meetings Act, 1976, § 15.268(1)(c), Michigan Compiled Laws

Motion by Councilmember Albert, seconded by Councilmember Gipson to enter into closed session at 7:17 p.m. for strategy session connected with the negotiation of a collective bargaining agreement pursuant to Michigan Open Meetings Act, 1976, § 15.268(1)(c), Michigan Compiled Laws. **The motion carried by roll call vote, 6-0.**

Motion by Councilmember Gipson, seconded by Councilmember Schmenk to come out of closed session at 7:44 p.m. **The motion carried, 6-0.**

Motion by Councilmember Gipson, seconded by Councilmember Gardner to approve and authorize the City Manager and City Labor Attorney to execute the patrol contract as discussed in closed session. **The motion carried, 6-0.**

Other Business

12. Call to the public

Mayor Tobbe opened the call to the public at 7:45 p.m. Hearing and seeing no comment, the call to the public was closed.

13. Adjournment

Motion by Councilmember Gipson, seconded by Councilmember Gardner, to adjourn the meeting at 7:45 p.m. **The motion carried, 6-0.**



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 25, 2026

SUBJECT: CONSIDER APPROVING THE PURCHASE OF A 2027 JOHN DEERE GATOR™ TX UTILITY VEHICLE FROM HUTSON INC. IN THE AMOUNT OF \$11,172.76

BACKGROUND

The DPW has a fleet of side-by-side utility vehicles that are used in areas where a full-size pickup truck cannot go or are not needed. They are used for trash runs at the AMP, around the Millpond, and along the Tridge and are useful to bring tools, equipment and supplies for buildings and grounds maintenance throughout the city.

ADMINISTRATIVE SUMMARY

In July 2025, City Council approved the purchase of a 2024 John Deere Gator™ TX Utility Vehicle.

Our local John Deere dealer, Hutson Inc. provided a quote for a new Model Year 2027 John Deere Gator™ TX utility vehicle. Through the State Schedule B Contract #240000000161, we were able to obtain a quote of \$11,172.76. The price includes the Select Comfort and Convenience Package, AT (All Terrain) tires, and a dealer-installed canopy and windshield attachment package.

If approved by City Council, Staff will auction off the 2019 side-by-side utility vehicle and return the proceeds to the General Fund once the new unit is received. Staff anticipate receiving approximately \$4,000 for the old machine.

BUDGET INFORMATION

There is \$30,000 approved in the FY 2026/2027 Budget for the purchase of a Side-by-Side Utility Vehicle.

RECOMMENDATION

Approve the purchase of a 2027 John Deere Gator™ TX Utility Vehicle from Hutson Inc. in the amount of \$11,172.76.

Prepared by: Brad Shrader, DPW Superintendent

Reviewed by: Marcel Goch, DPS Director

Reviewed by: Elizabeth Gaines, Finance Director

- ☒ Within Budget
- ☐ Budget Amendment Necessary and In Proper Form
- ☐ Other _____

Reviewed &

Approved by: Gretchen Gomolka, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 25, 2026

SUBJECT: **CONSIDER APPROVING THE PURCHASE OF A 2027 JOHN DEERE 1575 MULTI-USE UTILITY TRACTOR WITH BROOM ATTACHMENT FROM HUTSON INC. IN THE AMOUNT OF \$52,466.42**

BACKGROUND

In 2017, the City established a comprehensive replacement program for utility vehicles. These multi-use vehicles are used during all seasons for lawn maintenance, snow removal and salting at all City-owned facilities and grounds, including downtown public spaces, sidewalks and parking lots. These tractors have been a valuable addition to the DPS.

ADMINISTRATIVE SUMMARY

The next piece of equipment to be replaced as part of the replacement program is a 2018 John Deere 1575 Multi-Use Utility Tractor. Staff asked our local John Deere dealer, Hutson Inc., for a replacement price and we received a quote of \$52,466.42. The price is for a new John Deere Model 1575 multi-use utility tractor, cutting deck, and a 60" heavy-duty rotary broom. Quote provided is part of State Contract #240000000161.

If this purchase is approved by City Council, we will auction off the current 2018 utility tractor with funds being returned to the General Fund. Staff anticipate receiving approximately \$10,000 for the old machine.

BUDGET INFORMATION

City Council approved \$60,000 in the FY 2026/2027 Budget for the purchase of a multi-use vehicle tractor.

RECOMMENDATION

Approve the purchase of a 2027 John Deere 1575 Multi-Use Utility Vehicle from Hutson Inc. in the amount of \$52,466.42.

Prepared by: Brad Shrader, DPW Superintendent

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

- ☒ Within Budget
- ☐ Budget Amendment Necessary and In Proper Form
- ☐ Other _____

Reviewed &

Approved by: Gretchen Gomolka, City Manager



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 25, 2026

SUBJECT: **CONSIDER ADOPTION OF CDBG PROCUREMENT POLICY**

BACKGROUND

At its August 11, 2026 meeting City Council approved Resolution 2026-11 Authorizing Resolution for the Application by the City of Brighton for a Homeowner Rehabilitation Program through the Michigan State Housing Development Authority, MI Neighborhood Community Development Block Grant(CDBD).

ADMINISTRATIVE SUMMARY

As we move forward with the application, City Attorney Gabis has drafted a procurement policy specific to expenditure of CDBG grant funds in compliance with the guidelines of the grant. City staff and its third party administrator (to be determined should be we awarded the grant) will ensure that the procurement guidelines are met.

RECOMMENDATION

Staff recommends that City Council adopt the CDBG Procurement Policy.

Prepared by: Gretchen Gomolka, City Manager

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

☒ Acceptable Form and Ready to Execute

☐ Other _____

Attachment: CDBG Procurement Policy

City of Brighton

CDBG Procurement Policy

Administrative Policy for Community Development Block Grant-Funded Procurements

Source Summary and Compliance Approach

This policy was drafted to implement the procurement requirements for purchases made by the City of Brighton with Community Development Block Grant (“CDBG”) funds received by the City from the Michigan State Housing Development Authority (“MSHDA”), and applicable Federal procurement standards in 2 CFR Part 200 and 24 CFR 570.489.

Current 2 CFR Part 200 requires documented procurement procedures, full and open competition, written conflict-of-interest standards, contractor oversight, procurement history records, appropriate procurement methods, cost/price analysis, bonding where applicable, and required contract provisions. State CDBG regulations require State-established procurement requirements for units of local government based on full and open competition and prohibit cost-plus-percentage-of-cost and percentage-of-construction-costs contracting.

Threshold note

MSHDA guidance uses \$250,000 as the simplified acquisition threshold for small purchase, bonding, and related procedures. Current Federal acquisition thresholds (generally, \$350,000) have since been adjusted in the FAR; however, this policy uses the \$250,000 MSHDA threshold as the more restrictive pass-through requirement unless and until MSHDA updates its written CDBG requirements or approves use of a different threshold in writing.

1. Purpose, Scope, and Authority

1.1 Purpose

The purpose of this CDBG Procurement Policy is to establish written procedures for the City of Brighton to procure supplies, materials, equipment, construction, and services paid for in whole or in part with Community Development Block Grant funds in a manner that is efficient, economical, fair, transparent, and compliant with applicable Federal, State, MSHDA, and City requirements.

1.2 Scope

This Policy applies only to procurements funded in whole or in part with CDBG or other federal funds, including CDBG program income, CDBG-funded contracts administered by City staff, CDBG-funded contracts administered by consultants on behalf of the City, and CDBG-funded subcontracts where the City is required to ensure compliance. This Policy does not govern procurements funded solely with non-CDBG funds, except where the City elects to apply these standards voluntarily.

1.3 Authority

- 2 CFR Part 200, including 2 CFR 200.318 through 200.327 and Appendix II to Part 200.
- 24 CFR Part 570, including 24 CFR 570.489 for State CDBG program administrative and procurement requirements.
- MSHDA CDBG Policy Manual, Chapter 11 - Procurement, dated March 11, 2024, and any subsequent MSHDA written instructions applicable to the City’s CDBG award.
- The City’s grant agreement, subrecipient agreement, award conditions, and any written approval or direction from MSHDA or another pass-through entity.
- Applicable Michigan law and City policies, provided that if requirements conflict, the most restrictive applicable requirement governs unless legally preempted.

1.4 Order of Precedence

For CDBG-funded procurements, City staff shall apply the most restrictive applicable procurement requirement among Federal law, HUD regulations, MSHDA requirements, the grant agreement, Michigan law, and City policy. Any uncertainty shall be referred to the City Attorney before a solicitation is issued or a contract is awarded.

2. Governance, Roles, and Required Approvals

2.1 Responsible Officials

Role	Primary responsibilities	Responsible Party
CDBG Program Manager	Coordinates CDBG procurement planning, MSHDA approvals, procurement file documentation, reporting, and program compliance.	City Manager/Finance Director
Purchasing/Finance Official	Confirms budget availability, cost reasonableness documentation, purchase order controls, payment controls, and retention of financial records.	Finance Director
Project Manager / Department Lead	Develops scope/specifications, independent cost estimate, technical review, contractor oversight, and performance documentation.	City Manager/DPW Director
City Attorney or Legal Reviewer	Reviews contract form, Federal clauses, conflict issues, protests, disputes, and noncompetitive procurement justifications as needed.	City Attorney/City Manager
Approving Official	Approves solicitation release, award recommendation, contract execution, change orders, and closeout according to City authority and grant conditions.	City Manager/City Council

2.2 MSHDA Approval Before Procurement

If required by the applicable CDBG grant agreement, before selecting the procurement process and before executing the procurement for a CDBG-funded project, the City shall obtain approval from MSHDA or the applicable pass-through entity. The procurement file shall include evidence of such approval. If MSHDA conditions disbursement on procurement approval, no contract services shall be secured with CDBG funds before the approval condition is satisfied.

2.3 No Commitment Before Authorization

No City official, employee, agent, consultant, or subrecipient may obligate CDBG funds, issue a notice to proceed, authorize work, or otherwise create a binding commitment for a CDBG-funded procurement until all required environmental, procurement, budgetary, legal, and pass-through approvals have been completed and documented.

3. Definitions

Term	Definition
Acquisition	The process of obtaining supplies, equipment, services, construction, or other property through purchase, lease, or contract, beginning with identifying the need and continuing through solicitation, award, administration, and closeout.
Architectural/Engineering (A/E) Services	Professional services of an architectural or engineering nature, or incidental services logically or justifiably performed by architectural or engineering professionals, including planning, design, surveying, mapping, studies, evaluations, plans and specifications, construction phase services, and related services.
Change Order	A written modification to a contract approved under the authority of the contract terms. A change order must be within the scope of the original contract unless otherwise approved and documented under applicable requirements.
Contract	A mutually binding written legal relationship obligating a contractor to furnish supplies, services, construction, or other items and obligating the City to pay for them.
Cost Analysis	Review and evaluation of separate cost elements and profit in a proposal to determine whether proposed costs are allowable, allocable, reasonable, and consistent with the work to be performed.
Firm-Fixed-Price Contract	A contract with a price not subject to adjustment based on the contractor's cost experience in performing the contract.
Offeror	A person or firm submitting a bid, proposal, quotation, or qualifications statement in response to a City solicitation.

Term	Definition
Price Analysis	Evaluation of a proposed price without reviewing separate cost elements and profit, generally through comparison of competitive bids, proposals, quotations, catalog prices, market prices, or prior prices for similar purchases.
Responsible Contractor	A contractor with integrity, public policy compliance, proper employee classification, past performance record, financial and technical resources, and ability to perform successfully under the proposed contract.
Responsive Bid or Proposal	A submission that conforms in all material respects to the solicitation requirements.
Sealed Bidding	A formal procurement method using public solicitation, public bid opening, and written award of a firm-fixed-price contract to the lowest responsive and responsible bidder.
Sole Source / Noncompetitive Procurement	Procurement through solicitation of a proposal from only one source, or after solicitation of multiple sources where competition is determined inadequate, permitted only under limited circumstances and with required approvals.
Subcontractor	A supplier, distributor, vendor, or firm furnishing supplies or services to or for a prime contractor or another subcontractor.

4. Standards of Conduct and Conflicts of Interest

4.1 Code of Conduct

All City elected officials, appointed officials, employees, agents, consultants, and any person acting on behalf of the City (“Covered Person”) in the selection, award, or administration of a CDBG-funded contract shall act solely in the public interest and shall avoid real, apparent, and organizational conflicts of interest.

4.2 Prohibited Participation

No Covered Person may participate in the selection, award, or administration of a CDBG-funded contract if the person has a real or apparent conflict of interest. A conflict exists when the person, an immediate family member, partner, or an organization employing or about to employ any such party has a financial or other interest in, or tangible personal benefit from, an entity considered for a contract.

4.3 Gratuities, Favors, and Gifts

Covered Persons shall not solicit or accept gratuities, favors, entertainment, loans, gifts, or anything of monetary value from contractors, subcontractors, offerors, potential offerors, or parties to subcontracts. The City may permit acceptance of unsolicited items of nominal value only if allowed by City ethics rules and applicable law; any such exception shall be documented and shall not affect the procurement decision.

4.4 Organizational Conflicts and Contractor-Created Specifications

To eliminate unfair competitive advantage, any contractor or consultant that develops or drafts specifications, requirements, statements of work, invitations for bids, requests for proposals, or similar procurement documents for a CDBG-funded procurement shall be excluded from competing for that procurement unless the City Attorney and MSHDA determine in writing that the participation does not violate Federal procurement standards.

4.5 Disclosure, Recusal, and Documentation

1. Any Covered Person who becomes aware of a real, apparent, or potential conflict shall immediately disclose it in writing to the City Manager.
2. The affected person shall not participate in the procurement unless and until the City determines in writing that no conflict exists.
3. The procurement file shall include the disclosure, recusal documentation, legal review and any public disclosure required by CDBG conflict rules, and any MSHDA or HUD approval that may be required.

4.6 Sanctions

Violations of this code of conduct may result in disciplinary action up to and including removal from the procurement role, employment discipline, contract remedies, termination, referral to law enforcement or ethics authorities, disallowance of costs, and any other remedy available under law, City policy, the contract, or the applicable grant agreement.

5. General Procurement Standards

5.1 Full and Open Competition

All CDBG-funded procurement transactions, regardless of dollar amount, shall be conducted in a manner providing full and open competition consistent with 2 CFR 200.319 and MSHDA requirements. The City shall not use practices that restrict competition unless expressly authorized by applicable law and documented in the procurement file.

5.2 Restrictive Practices Prohibited

- Unreasonable requirements that prevent firms from qualifying to do business.
- Unnecessary experience requirements or excessive bonding.
- Noncompetitive pricing practices among firms or affiliated companies.
- Noncompetitive awards to consultants on retainer contracts.
- Organizational conflicts of interest.
- Brand-name-only specifications without allowing equal products and describing performance or other relevant requirements.
- Arbitrary action in the procurement process.
- Splitting or dividing a procurement to avoid a required procurement method or threshold.

5.3 Necessary, Non-Duplicative, and Economical Purchases

Before solicitation, City staff shall review the proposed procurement to avoid unnecessary or duplicative purchases, confirm that the item or service is needed for an eligible CDBG activity, consider consolidation or breakout where economical and consistent with competition, and evaluate lease-versus-purchase alternatives where appropriate.

5.4 Responsible Contractors Only

Contracts shall be awarded only to responsible contractors. Before award, the City shall consider integrity, public policy compliance, proper employee classification, past performance, financial resources, technical resources, capacity, eligibility, and federal debarment/suspension status.

5.5 Prequalified Lists

If the City uses a prequalified list for a CDBG-funded procurement, the list must be current, must include enough qualified sources to ensure maximum open competition, must be based on objective factors, and must not prevent potential bidders or offerors from qualifying during the solicitation period.

5.6 Domestic Preferences and Recovered Materials

To the greatest extent practicable and consistent with law, solicitations, contracts, and purchase orders shall include applicable domestic preference requirements for goods, products, or materials produced in the United States. For procurements subject to 2 CFR 200.323, the City and its contractors shall comply with recovered materials requirements for EPA-designated items where the purchase price or value of quantity (\$10,000) threshold is met.

6. Procurement Planning and Selection Procedures

6.1 Procurement File

Before issuing a solicitation, the responsible City staff member shall open a procurement file and complete the procurement planning checklist in Appendix A. The file shall document the need, funding source, eligibility, procurement method, contract type, independent cost estimate, MSHDA approval, evaluation criteria, and Federal regulations applicable to the transaction. City staff shall determine if MSHDA has requested review of the technical specifications of a proposed procurement. City staff shall also determine if program income is expected to be generated from CBDG funds, including the eventual disposition of any property (real or personal) acquired with CBDG funds. If so, City staff shall monitor and report program income as required by 24 CFR 570.489 and maintain such records in the procurement file.

6.2 Clear and Accurate Specifications

Each solicitation shall include a clear and accurate description of the technical requirements for the material, product, construction, or service to be procured. Specifications shall describe performance or functional requirements where feasible and shall avoid unduly restrictive detail. Brand-name-or-equal descriptions may be used only when impractical or uneconomical to otherwise describe requirements, and the specific features of the named brand that must be met shall be clearly stated.

6.3 Evaluation Factors

All solicitations shall identify all requirements offerors must fulfill and all factors to be used in evaluating bids, proposals, or qualifications. RFPs and RFQs shall identify the relative importance or weight of evaluation factors before proposals are received. The evaluation method identified in the solicitation shall not be changed after the procurement is initiated.

6.4 Independent Cost Estimate

Before receiving bids, proposals, or quotations, the City shall prepare an independent cost estimate appropriate to the procurement. The estimate may be based on market research, historical prices, published prices, quantity takeoffs, engineering estimates, professional estimates, or other reasonable sources. The estimate shall be dated, signed or otherwise attributable to the preparer, and retained in the procurement file.

6.5 Approval to Solicit

No solicitation for a CDBG-funded procurement may be issued until the responsible City official confirms: (1) the procurement method is appropriate; (2) the scope/specifications and evaluation factors are complete; (3) the independent cost estimate is complete; (4) any required MSHDA review or approval has been requested or obtained; (5) applicable Federal regulations are included; and (6) the procurement file is open.

7. Procurement Methods and Thresholds

Threshold controls

This policy uses MSHDA's \$250,000 threshold as the operative CDBG threshold unless MSHDA approves otherwise in writing. Current Federal micro-purchase (\$15,000) and simplified acquisition thresholds (\$350,000) should be checked before each procurement, but City staff should not apply a higher threshold than the MSHDA-approved threshold without written MSHDA approval.

Method	When used	Minimum competition / notice	Contract type	Key file documentation
Micro-purchase	CDBG purchase at or below the current Federal micro-purchase threshold (generally \$15,000), only if	No competitive quotes required if price is reasonable and purchases are distributed	Purchase order or other authorized purchase instrument.	Price reasonableness support; supplier rotation/equitable distribution note; approval; receipt/invoice.

Method	When used	Minimum competition / notice	Contract type	Key file documentation
	allowed by MSHDA and City policy.	equitably among qualified suppliers where practicable.		
Small Purchase / Simplified Acquisition	Produced items, supplies, equipment, or single-task services up to \$250,000 under MSHDA guidance; not recommended for construction contractors.	At least three quotations from qualified sources; “not interested” is not a quote.	Purchase order or fixed-price contract.	Names contacted; contact method; quotes received; price analysis; basis for selection.
Sealed Bid / Formal Advertising	Preferred method for construction and for goods above \$250,000 where precise specifications exist and award can be based principally on price.	Public and local advertisement; adequate number of suppliers; generally 30 days before bid opening under MSHDA guidance; public bid opening.	Firm-fixed-price contract.	IFB advertisements; plan holders; bids; bid tabulation; responsiveness/responsibility review; award rationale.
Competitive Proposals - RFP	Professional services, multi-task services, and other procurements where sealed bidding is not appropriate, including project/construction management services.	Publicized and available on the internet for at least 14 days unless MSHDA approves otherwise; solicit at least three qualified sources.	Fixed-price, cost-reimbursement, or time-and-materials only if justified.	RFP; scoring criteria; proposals; technical evaluation; cost/price analysis; award recommendation.
Qualifications-Based Selection - RFQ for A/E	Only for A/E professional design services.	Publicized RFQ; qualifications evaluated; most qualified firm selected subject to negotiation of fair and reasonable compensation.	Fixed-price or other allowable contract type after negotiation.	RFQ; qualifications; scoring; ranking; negotiation record; compensation reasonableness.
Noncompetitive / Sole Source	Only when competitive methods are infeasible and a permitted circumstance applies; prior written MSHDA/pass-through approval required except for qualifying micro-purchases.	Solicitation from one source or inadequate competition after solicitation; competition bypass must be justified.	Fixed-price, cost-reimbursement, or time-and-materials with ceiling if no other contract suitable.	Written justification; MSHDA approval; cost analysis; profit negotiation; eligibility checks.

7.1 Micro-Purchases

Micro-purchases may be used only to the extent permitted by current Federal requirements, City policy, and MSHDA or pass-through approval. The City shall not divide a procurement to qualify as a micro-purchase. Micro-purchases may be awarded without competitive price or rate quotations if the City considers the price reasonable based on research, experience, purchase history, or other information and maintains documentation supporting that conclusion.

7.2 Small Purchases / Simplified Acquisition

Small purchase procedures are informal procedures for eligible CDBG purchases up to the MSHDA threshold of \$250,000. The City shall obtain price or rate quotations from at least three qualified sources. Quotes may be requested by telephone, email, mail, written quotation form, or other reasonable method, but the file must include written documentation of the vendors contacted, method of contact, quotes received, price analysis, and basis for selection. A response of “not interested” does not count as a quote.

Small purchase procedures should not be used to acquire construction contractors unless MSHDA approves the method in writing. Construction contracts should ordinarily use sealed bidding.

7.3 Sealed Bids / Formal Advertising

Sealed bidding shall be used for purchases exceeding \$250,000, where a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively; the procurement lends itself to a firm-fixed-price contract; and award can be made principally on price. Sealed bidding is the preferred method for CDBG-funded construction.

- The invitation for bids (“IFB”) shall be publicly and locally advertised and shall solicit bids from an adequate number of known suppliers.

5. The invitation should provide sufficient time before opening, generally 30 days under MSHDA guidance unless a different period is approved and documented.
6. The IFB shall include specifications, attachments, Federal requirements, bonding requirements, bid opening date/time/place, bid guarantee requirements if applicable, and objective basis for determining the lowest bid.
7. All bids shall be publicly opened at the stated time and place.
8. Award shall be made in writing to the lowest responsive and responsible bidder through a firm-fixed-price contract.
9. Any bid or all bids may be rejected only for a sound documented reason.

7.4 Competitive Proposals – Request For Proposals (“RFP”)

Competitive proposals shall be used when conditions are not appropriate for sealed bids and the procurement is for professional services, multi-task services, technology, consulting, third-party administration, project management, construction management, or other services where technical factors and price must be considered. RFPs are required for Third-Party Administrators and for project management or construction management services.

10. The RFP shall be publicized and made available on the internet for at least 14 days unless MSHDA approves and documents a shorter period or alternative procedure.
11. The City shall solicit proposals from at least three qualified sources where feasible.
12. The RFP shall state the City’s requirements, anticipated terms and conditions, information required in proposals, evaluation factors and subfactors, and relative importance of each factor. Cost must be a factor for RFP procurements.
13. The City shall conduct a documented technical evaluation using the criteria stated in the RFP.
14. Award shall be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
15. If only one proposal is received, the City shall document the circumstances and obtain MSHDA approval before award.

7.5 Request For Qualifications (“RFQ”) for Architectural/Engineering (“A/E”) Services

The City may use qualifications-based selection through an RFQ only to procure A/E professional design services. RFQs may not be used for non-A/E services, including project management or construction management services. For A/E RFQs, competitors’ qualifications are evaluated and the most qualified firm is selected, subject to negotiation of fair and reasonable compensation. Costs may be considered but are not the sole factor, and price is not used as the initial selection factor under the qualifications-based approach.

7.6 Noncompetitive Procurement

Noncompetitive procurement may be used only when award is infeasible under micro-purchase, small purchase, sealed bid, or competitive proposal procedures and one of the following applies: (1) the item or service is available only from a single source; (2) public exigency or emergency will not permit delay resulting from competitive solicitation; (3) the Federal agency or pass-through entity authorizes noncompetitive procurement in response to a written request; or (4) after solicitation of a number of sources, competition is determined inadequate. The City must obtain prior written MSHDA approval before using this method unless the procurement qualifies as a micro-purchase and no approval is required by MSHDA.

A written cost analysis is required for noncompetitive procurements, and profit must be negotiated as a separate element when there is no price competition.

8. Cost and Price Analysis

8.1 General Requirement

The City shall perform a cost or price analysis for every CDBG-funded procurement action, including contract modifications and change orders. The method and degree of analysis shall depend on the facts of the procurement. An independent cost estimate shall be prepared before bids or proposals are received when required by this Policy and whenever appropriate to establish reasonableness.

8.2 Price Analysis

Price analysis may be used when adequate price competition exists or price reasonableness can be established without reviewing separate cost elements. Acceptable methods may include comparison of quotes, bids, or proposals; comparison with published price lists or catalog prices; comparison with historical prices for similar goods or services; or comparison with market research.

8.3 Cost Analysis

Cost analysis is required when the offeror must submit elements of estimated cost, when adequate price competition is lacking, for sole-source/noncompetitive procurements, for contract modifications or change orders unless price reasonableness can otherwise be established, and when awarding cost-reimbursement contracts. The City shall verify proposed cost data, evaluate separate cost elements, consider technical requirements, and determine whether costs are allowable, allocable, and reasonable.

8.4 Profit Negotiation

Where there is no price competition and a cost analysis is performed, profit or fee shall be negotiated as a separate element of price. The City shall consider the complexity of work, contractor risk, contractor investment, amount of subcontracting, contractor past performance, and industry profit rates in the general area for similar work.

Cost category	Examples to evaluate
Direct labor	Personnel classifications, hours, wage rates, labor burden, and reasonableness of staffing plan.
Equipment	Equipment type, ownership/rental basis, rate reasonableness, hours, and necessity.
Supplies/materials	Quantities, unit prices, delivery, waste factors, and market comparison.
Travel/per diem	Necessity, rates, distance, frequency, and consistency with allowable cost rules.
Subcontractors	Scope, competition, quotes, markup, flow-down clauses, and responsibility.
Indirect costs	Overhead, general and administrative costs, indirect cost rates, and supporting basis.
Profit/fee	Separate negotiation and written rationale where required.

9. Contract Types and Prohibited Contracting Methods

9.1 Allowable Contract Types

- Purchase orders for supplies, single-task services, and produced items procured through small purchase procedures.
- Firm-fixed-price contracts where specifications are sufficiently definite and fair and reasonable prices can be established at the outset.
- Cost-reimbursement contracts only when uncertainties do not permit costs to be estimated with sufficient accuracy for a fixed-price contract and all allowable cost requirements are satisfied.
- Time-and-materials contracts only after a written determination that no other contract type is suitable, with a ceiling price that the contractor exceeds at its own risk and heightened City oversight.

9.2 Prohibited Contracting Methods

The City shall not use cost-plus-percentage-of-cost contracting or percentage-of-construction-cost contracting for any CDBG-funded procurement. Contracts that require payment based on a percentage of construction cost or allow payment of a set amount plus costs incurred over that set amount in a manner prohibited by HUD/MSHDA are not permitted. The City shall also prohibit procurement practices that restrict competition or evade required thresholds.

10. Solicitation, Evaluation, Award, and Protest Procedures

10.1 Solicitation Controls

Solicitations shall be issued only after approval to solicit. Addenda shall be issued in writing to all known prospective bidders/offerors and posted where the original solicitation was posted, as applicable. City staff shall not provide material information to one prospective bidder or offeror without making the same information available to all known prospective bidders or offerors.

10.2 Receipt and Safeguarding of Responses

Bids and proposals shall be received by the deadline stated in the solicitation and safeguarded to preserve fairness and confidentiality as applicable. Late submissions shall be handled according to the solicitation terms and documented in the procurement file.

10.3 Evaluation

For RFPs and RFQs, the City shall appoint an evaluation committee or evaluator(s) with relevant knowledge and no real or apparent conflict of interest. Evaluators shall use only the criteria disclosed in the solicitation and shall document scores, comments, rankings, interviews, best-and-final-offer procedures, and award recommendation.

10.4 Award Recommendation

The award recommendation shall identify the recommended contractor, procurement method, contract type, price or cost basis, responsiveness/responsibility determination, conflict-of-interest certifications, debarment checks, MBE/WBE outreach efforts, required approvals, and funding source. No award shall be made until all required approvals are complete.

10.5 Procurement Protests and Disputes

The City shall handle protests, disputes, and claims relating to CDBG procurement actions through the following administrative process unless the solicitation or contract establishes a more specific process approved by the City Attorney:

- A protest must be submitted in writing to the City Manager within five (5) business days after the protester knew or should have known the basis of protest, and no later than the deadline stated in the solicitation.
- The protest must identify the procurement, protester, factual basis, legal or policy basis, requested remedy, and supporting documentation.
- The City Manager shall coordinate review with the CDBG Program Manager, purchasing/finance staff, and City Attorney as appropriate.
- The City may stay award or performance if necessary to protect the integrity of the procurement, unless urgent program needs require continued action and the basis is documented.
- The City shall issue a written decision explaining the determination and remedy, if any.
- Violations of law shall be reported to the Federal, State, or local authority with proper jurisdiction. The City shall notify MSHDA of protests or disputes when required by the applicable grant agreement or when the matter may affect CDBG compliance.

11. Contract Administration

11.1 Contract Administration System

The City shall maintain a contract administration system to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Contract administration shall include monitoring deliverables, schedule, budget, quality, compliance clauses, invoices, change orders, subcontracting, and closeout requirements.

11.2 Required Contract Administration Practices

- Conduct a pre-performance or pre-construction conference when appropriate.
- Issue a written notice to proceed only after contract execution and required approvals.
- Review invoices against contract terms, approved work, and available budget before payment.
- Document inspections, deliverable acceptance, deficiencies, corrective action, and contractor communications.
- Ensure Davis-Bacon, EEO, MBE/WBE, bonding, insurance, reporting, and other applicable requirements are monitored where applicable.
- Retain all records in the procurement and contract file.

11.3 Change Orders and Contract Modifications

All change orders and contract modifications shall be written, justified, within the scope of the contract unless otherwise approved, supported by cost or price analysis, approved by the City's authorized official, and approved by MSHDA or the pass-through entity when required by the applicable grant agreement. Change orders that affect project scope or price reasonableness shall be reviewed before execution. Work shall not proceed under a change order until the written change order is fully approved unless emergency circumstances are documented and approved by the City Manager and MSHDA where required.

11.4 Closeout

Before contract closeout, the City shall confirm that all deliverables are complete, deficiencies corrected, final invoices reviewed, retainage handled according to contract terms, required reports submitted, liens or releases obtained where applicable, warranties and record drawings received if applicable, and the procurement file is complete.

12. Contractor Eligibility, Debarment, Bonding, and Federal Regulations

12.1 Contractor Eligibility Verification

Before awarding any CDBG-funded contract, the City shall verify and document contractor eligibility. For construction contracts with a prime contractor, the City shall search SAM.gov and the HUD Limited Denial of Participation list before award. The City shall not make CDBG-funded awards to excluded, debarred, suspended, or otherwise disqualified parties.

12.2 Subcontractor Eligibility

Prime contractors shall be required to verify that subcontractors are eligible to participate in Federal awards and are not excluded, suspended, debarred, or otherwise disqualified. The City may require evidence of subcontractor clearance before approving subcontractors or payments involving subcontracted work.

12.3 Bonding

For construction or facility improvement contracts or subcontracts exceeding the MSHDA threshold of \$250,000, the City shall comply with MSHDA and Federal bonding requirements unless MSHDA determines in writing that the City's bonding policy adequately protects the Federal interest. If such determination has not been made, the minimum requirements are:

- Bid guarantee from each bidder equivalent to 5 percent of the bid price.
- Performance bond for 100 percent of the contract price.
- Payment bond for 100 percent of the contract price.

12.4 Required Federal Contract Clauses

All CDBG-funded contracts and purchase orders shall include all provisions required by Federal statutes, Executive orders, implementing regulations, MSHDA, the grant agreement, and 2 CFR Part 200 Appendix II, as applicable. Appendix E provides a clause checklist. Staff shall obtain legal review of contract documents before execution where required by City policy or where the procurement involves construction, professional services, noncompetitive award, cost-reimbursement, time-and-materials, or unusual risk.

13. MBE/WBE, Small Business, Veteran-Owned Business, and Labor Surplus Outreach

13.1 Affirmative Efforts

If not otherwise prohibited, the City shall take affirmative steps, when possible, to ensure that small businesses, minority business enterprises ("MBE"), women's business enterprises ("WBE"), veteran-owned businesses, and labor surplus area firms are considered for CDBG-funded procurement opportunities. The City shall also require prime contractors to take applicable affirmative steps for subcontracts.

13.2 Required Outreach Practices

- Maintain or consult lists of qualified small, minority-owned, women-owned, veteran-owned, and labor surplus area firms, including MSHDA directories where available.
- Place qualified firms on solicitation lists.
- Solicit qualified firms whenever they are potential sources.
- Divide total requirements into smaller tasks or quantities where economically feasible to permit maximum participation.
- Establish delivery schedules that encourage participation where feasible.
- Use resources such as the Small Business Administration and Minority Business Development Agency of the US Department of Commerce.
- Require prime contractors to apply these steps to subcontracts.
- Document all outreach and responses in the procurement file.

13.3 MBE/WBE Reporting

The City shall maintain the MSHDA Contract and Subcontract Activity Report (Form 11-C / HUD 2516 or successor form) and submit each required report to MSHDA within ten days of contract signing, or by any later MSHDA-prescribed deadline if MSHDA issues updated written instructions. The procurement file shall retain copies of submitted reports and supporting outreach documentation.

14. Procurement Records, Retention, Monitoring, and Reporting

14.1 Procurement History Records

The City shall maintain records sufficient to detail the significant history of each CDBG-funded procurement. Records shall allow an auditor, monitor, or interested party to track the nature of the goods or services purchased, the process used, and the basis for concluding that the City obtained high-quality goods or services through an open and competitive process at a reasonable cost.

14.2 Required Procurement File Contents

- ☐ CDBG funding source and project/activity identification.
- ☐ Eligibility and necessity determination.
- ☐ Independent cost estimate.
- ☐ Rationale for procurement method.
- ☐ MSHDA procurement approval, if required.
- ☐ Selection of contract type and rationale.
- ☐ Solicitation, advertisements, addenda, and distribution list.
- ☐ Quotes, bids, proposals, or qualifications received.
- ☐ Evaluation records, scoring sheets, bid tabulation, and award recommendation.
- ☐ Responsiveness and responsibility determination.
- ☐ Contractor selection or rejection rationale.
- ☐ Basis for contract price, including price analysis or cost analysis.
- ☐ Conflict-of-interest certifications and disclosures.
- ☐ SAM.gov and HUD LDP checks and contractor eligibility documentation.
- ☐ MBE/WBE and small business outreach documentation.
- ☐ Executed contract, purchase order, Federal clauses, bonds, insurance, and notice to proceed.
- ☐ Contract administration records, invoices, inspection/acceptance, payments, change orders, and closeout documents.
- ☐ Form 11-C / HUD 2516 and required reports to MSHDA.
- ☐ Program income documentation required by 24 CFR 570.489.

14.3 Record Retention

CDBG procurement and contract records shall be retained for at least three years from the date of submission of the final financial report for the Federal award, or longer if required by MSHDA, the applicable grant agreement, City record retention schedule, litigation, claims, audit findings, property disposition requirements, program income requirements, or written notice from a Federal or pass-through entity. Where multiple retention rules apply, the City shall retain records for the longest applicable period.

14.4 Access to Records and Reporting

The City shall provide access to procurement and contract records to HUD, MSHDA, the pass-through entity, auditors, monitors, and other authorized officials as required by law, the applicable grant agreement, or City policy.

Records containing confidential information shall be handled according to applicable law and City procedures. The City shall provide reports to MSHDA as required under the applicable grant agreement.

15. Procedures When Bids Exceed Available Funds or Cost Estimates

If the lowest responsive and responsible bid, or the best proposal after evaluation, exceeds available CDBG funds, the project budget, or the independent cost estimate by a material amount, City staff shall consult with MSHDA before award and document the selected course of action. Available options may include:

- Reject all bids or proposals with a sound documented reason.
- Revise specifications or scope, obtain MSHDA approval for changes where required, and re-advertise or re-solicit.
- Reallocate eligible CDBG funds if allowed by the grant agreement and approved by MSHDA.
- Use eligible non-CDBG local funds or other sources to cover the difference, subject to approval and cost eligibility requirements.
- Award to the low responsive and responsible bidder and execute subsequent change orders to bring the project within available funds only if legally permissible, within procurement rules, and reviewed in advance by MSHDA because scope-affecting change orders may affect other bidders and competition.

Important control

The City shall not negotiate with the apparent low bidder to materially alter the scope after bid opening in a way that undermines competition unless the procedure is approved by the City Attorney and MSHDA and is fully documented.

Appendix A - Procurement Planning Checklist

- ☐ Identify CDBG funding source, grant number, activity, budget line, and procurement title.
- ☐ Confirm that the procurement is necessary, not duplicative, and eligible for CDBG funding.
- ☐ Confirm environmental and other pre-obligation requirements before committing funds.
- ☐ Prepare independent cost estimate before receiving responses.
- ☐ Select procurement method and document rationale.
- ☐ Select contract type and document rationale.
- ☐ Draft clear scope/specifications and evaluation criteria.
- ☐ Identify required Federal clauses, labor standards, domestic preference, recovered materials, bonding, and insurance requirements.
- ☐ Plan MBE/WBE, small business, veteran-owned business, and labor surplus outreach, if not otherwise prohibited.
- ☐ Obtain MSHDA/pass-through review or approval before solicitation where required.
- ☐ Open procurement file and assign file custodian.
- ☐ Determine if program income from CDBG funds is expected.

Appendix B - Procurement Method Decision Matrix

Question	If yes	If no
Is the purchase at or below the current Federal micro-purchase threshold and allowed by MSHDA/City policy?	Use micro-purchase procedures if price is reasonable and distribution is equitable.	Proceed to next question.

Question	If yes	If no
Is the purchase for supplies, equipment, produced items, or a single-task service up to \$250,000?	Use small purchase procedures; obtain at least three quotes.	Proceed to formal method analysis.
Is the procurement construction or a facility improvement with complete specifications and award principally on price?	Use sealed bidding; public advertisement and public opening required.	Proceed to RFP/RFQ analysis.
Is the procurement for non-A/E professional services, TPA services, project management, or construction management?	Use RFP; cost must be an evaluation factor.	Proceed to A/E question.
Is the procurement solely for A/E professional design services?	Use RFQ qualifications-based selection, then negotiate fair and reasonable compensation.	Use RFQ or other approved competitive method.
Is competition infeasible and a permitted noncompetitive circumstance present?	Request prior MSHDA approval and perform cost analysis before award.	Do not use noncompetitive procurement.

Appendix C - Cost / Price Analysis Worksheet

Field	Entry / documentation
Procurement title	[Insert]
Procurement method	[Micro / small purchase / sealed bid / RFP / RFQ / noncompetitive]
Independent estimate amount and basis	[Attach estimate and support]
Responses received	[List bidders/offerors and prices]
Analysis type	[Price analysis / cost analysis / both]
Price analysis basis	[Competition, catalog, market, historical, published rates, etc.]
Cost elements reviewed	[Labor, materials, equipment, subcontractors, indirect costs, travel, other direct costs]
Profit/fee negotiation	[Required? If yes, summarize separate negotiation]
Determination	[Price/cost is fair and reasonable / not fair and reasonable]
Prepared by / date	[Insert]
Approved by / date	[Insert]

Appendix D - Conflict-of-Interest Certification Template

Procurement title: [Insert]

I certify that I have reviewed the City of Brighton CDBG Procurement Policy and that, to the best of my knowledge, I do not have a real or apparent conflict of interest in the selection, award, or administration of this CDBG-funded procurement. I further certify that I have not solicited or accepted gratuities, favors, or anything of monetary value from any contractor, subcontractor, offeror, or potential offeror related to this procurement. If a potential conflict arises, I will immediately disclose it in writing and recuse myself until authorized to proceed.

Name	Role	Signature	Date

Appendix E - Required Federal Contract Clause Checklist

- ☐ Remedies for breach or violation of contract terms for contracts above the simplified acquisition threshold.
- ☐ Termination for cause and convenience for contracts above \$10,000.
- ☐ Equal Employment Opportunity clause where applicable.

- ☐ Davis-Bacon and Copeland Anti-Kickback Act clauses for covered construction contracts, where required by program rules.
- ☐ Contract Work Hours and Safety Standards Act clause where applicable.
- ☐ Rights to inventions clause where applicable.
- ☐ Clean Air Act and Federal Water Pollution Control Act clauses for covered contracts above applicable thresholds.
- ☐ Debarment and suspension clause and certification requirements.
- ☐ Byrd Anti-Lobbying Amendment certification/disclosure for covered awards above applicable thresholds.
- ☐ Recovered materials clause where 2 CFR 200.323 applies.
- ☐ Prohibition on covered telecommunications and video surveillance services or equipment where applicable.
- ☐ Domestic preference clause required by 2 CFR 200.322.

Appendix F - Contractor Eligibility Verification Log

Contractor / subcontractor	SAM.gov checked by/date	HUD LDP checked by/date	Result	Cleared for award?

Appendix G - MBE/WBE and Small Business Outreach Log

Firm contacted	Business category	Contact method/date	Opportunity sent	Response / result



City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 25, 2026

SUBJECT: **CONSIDER APPROVAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GIFFELS WEBSTER FOR DESIGN AND CONSTRUCTION ENGINEERING FOR THE GRAND RIVER AVENUE SIDEWALK EXTENSION**

BACKGROUND

As a part of the I-96 Diverging Diamond Interchange project along Grand River, MDOT is installing a pedestrian pathway. In consideration of this installation MDOT asked that the city work on closing the gap in the sidewalk between their new pathway and Challis Rd. The city applied for a TAP Grant with SEMCOG and was awarded funding for this project along the east side of Grand River. The grant will cover up to 80% of the construction costs. The award amount is \$291,804 and is funded for 2028 construction.

In 2023 Giffels Webster completed a comprehensive sidewalk gap analysis with detailed easement requirements and estimates of construction and engineering costs. They have updated these estimates for this project with a 2028 construction date.

ADMINISTRATIVE SUMMARY

Giffels Webster has submitted the attached Agreement for Professional Services for the project. There are easements that will required form commercial property owners along Grand River in order to complete this project. City staff must follow strict State of Michigan guidelines in obtaining these easements and recommends that should City Council approve the service agreement with Giffels Webster that it is contingent upon successful easement acquisition by the City.

BUDGET INFORMATION

The estimated total cost for the project is \$456,274.75. Based upon this estimate, the City would be responsible for \$177,735 of the cost, which represents engineering of \$108,100 in planning (design and construction) and \$69,635 as our 20% match on construction costs. If approved and all easements are acquired, this project will be included in our future budget for 2027 engineering and 2028 construction. Based on current estimates 80% of construction costs total \$278,540. The grant award is for up to \$291,804, which provides a cushion should the construction costs exceed current estimates.

RECOMMENDATION

Staff recommends City Council approve the Agreement for Professional Services with Giffels Webster for design and construction engineering for the Grand River Avenue Sidewalk Extension contingent upon successful easement acquisition in the project area.

Prepared by: Gretchen Gomolka, City Manager

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

☐ Within Budget

☐ Budget Amendment Necessary and In Proper Form

☒ Other __Will be included in future budgets if approved__

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

☒ Acceptable Form and Ready to Execute

☐ Other _____

Attachments:

1. Agreement for Professional Services
2. Engineer's Opinion of Cost

Agreement for Professional Services

This Agreement (the “Agreement”), is effective as of May 8, 2026, between Giffels Webster, located at 1025 E. Maple Road, Suite 100, Birmingham, MI 48009 and the following person or entity (“Client”):

Client Name & Address: City of Brighton
200 N. First Street
Brighton, MI 48116

Client Contact: Gretchen Gomolka, City Manager O: (810)227-1911
E: ggomolka@brightoncitymi.gov

Project Name & Number: Grand River Avenue Sidewalk Extension GW No. 20084.27

Project Location: Grand River Avenue (Challis Road to EB I-96 on-ramp)

The Client and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster with respect to the above Project (“Project”). The parties agree as follows:

I. PROJECT DESCRIPTION

Professional surveying, engineering, and construction services related to the design and construction of a five (5) foot wide public sidewalk along the east side of Grand River Avenue between Challis Road and the on-ramp to eastbound Interstate 96.

II. SCOPE OF SERVICES

Giffels Webster will provide consulting services for the Project, as summarized below (“Scope of Services”). Only those services summarized are included in this Agreement. Giffels Webster and the Client agree that services not identified in Scope of Services are not the responsibility of Giffels Webster unless provided for under a separate written agreement or approved additional services request.

PRE-DESIGN

Pre-design services include investigations, studies and other analysis required either as a foundation for design services or to supplement design documents related to project approvals. Services requiring the engagement of an outside subconsultant are noted.

Topographic and Right-of-Way Survey | Preparation of a topographic and right-of-way survey using conventional ground surveying techniques, laser scanning and/or aerial survey mapping, subject to the details outlined below. The limits of our survey are identified in the project description.

- a. Topographic survey information to be obtained under this Agreement will include information relating to the following:
 - Existing utilities observed and from existing, available facility drawings.

- Surface elevations taken on an approximate 50-foot grid to define relief variations.
 - Visible surface features (pavement, structures and buildings).
- b. If not provided by the Client, title work will be obtained by Giffels Webster.
 - c. All easements and other encumbrances disclosed by the title report/policy will be depicted on the survey.
 - d. All property corners will be staked.
 - e. A minimum of 3 benchmarks will be set on site.
 - f. An electronic version of the topographic survey drawing in PDF and CAD format will be provided to the Client.

Geotechnical Investigation | Engagement of a sub-consultant to conduct subsurface exploration services, subject to the details outlined below.

- a. Field locate soil boring locations by use of GPS and from existing site features.
- b. Contact local on-call center to identify potential underground utility conflicts within the area of proposed soil boring locations.
- c. As directed perform five (5) soil borings in the area of the proposed future site development to ten (10) feet below existing grade.
- d. Perform laboratory testing per industry standard ASTM standards.
- e. Prepare engineering report summarizing the findings and presenting evaluations, conclusions and recommendations.

Limited Subsurface Investigation | Engagement of a sub-consultant to conduct additional subsurface exploration services, subject to the details outlined below.

- a. Completing three (3) hand auger soil borings to a maximum of 3' bsg in the unpaved areas of the ROW immediately adjacent to the fueling station.
- b. Collecting and providing laboratory analysis of 3 soil samples for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs) , and lead.
- c. Generating a Limited Subsurface Investigation (LSI) report with findings and recommendations for response activities (if any).
- d. If needed, collect a composite soil sample during the investigation for waste characterization, in the event soils generated from that portion of the project require disposal at a landfill.

DESIGN

Design services do not include the assembly and submittal of plans for permitting purposes. The preparation of maintenance of traffic and/or detour plans required for permitting are also included. Attendance at OE (Owner-Engineer) meetings is provided for in applicable tasks as indicated below.

Construction Documents | Prepare detailed construction level documents, subject to the details and related tasks outlined below.

Civil Engineering

- a. Prepare detailed engineering plans and technical specifications for sidewalk improvements, retaining walls, grading, temporary soil erosion and sedimentation control, and miscellaneous pavement restoration.
- b. Present and review the construction documents in person with the Client and incorporate up to two (2) rounds of Client review.

APPROVALS

Approval services do not include payment of application, review or permit fees.

Permitting | Assistance related to the submittal of design documents prepared by Giffels Webster and subsequent approvals related to required project permits, subject to the details and related tasks outlined below.

- a. Assist the Client in the preparation of permit applications.
- b. Submit plans prepared by Giffels Webster to outside agencies for approval and permitting. More specifically, it is anticipated the project will require the following permits/approvals:
 - Follow up with the Livingston County Drain Commissioner related to the review and approval of the soil erosion and sedimentation control permit.
 - Follow up with the Michigan Department of Transportation (MDOT) related to the review and approval of a right-of-way permit for construction and temporary traffic control within the MDOT right-of-way.
- c. Assist the Client in tracking the permitting and approval process by making follow-up calls and contacts with the approval agencies.

PRE-CONSTRUCTION

Pre-construction services include the preparation of bid documents required to assist the MDOT in solicitation of bids from qualified construction contractors to perform the work identified in the construction documents and specifications. The process for acquiring prepared easements is not included.

Easement Documentation | Preparation of a sketch and description reflecting the proposed easement in relation to the property boundary previously prepared, and subject to the details outlined below.

- a. The preparation of up to two (2) easement sketches will be provided on 8-1/2"x14" sized paper suitable for recording.
- b. Coordinate with the Client and other party to the easement and assist in determining preferred easement extents.
- c. An electronic version of each signed and sealed easement sketch and description in PDF format will be provided to the Client.

Bidding | Services related to the obtaining of bids from qualified contractors, subject to the details and related tasks outlined below. Bidding excludes preparation of the MDOT standard contract agreement forms, general conditions, supplemental general conditions, invitation/advertisement to bid, instructions to bidders, bonding requirements, etc.

- a. Preparation of a draft bid documents that will include notices to bidders, unique contract special provisions, and other contract documents specific to the project.
- b. Preparation of the Engineer's Opinion of Cost detailing the items of work identified in the detailed engineering plans.
- c. Modification of the bid package to incorporate review comments from review agencies and the MDOT and provide an electronic copy of the bid documents to the MDOT and Client.
- d. Answer questions and issue addenda during the bid period as requested by the MDOT or the Client.
- e. Provide PDF format electronic copies of the bid package for the Client's use.

CONSTRUCTION

Services during construction and project close-out to support the Client and project team. Giffels Webster will be providing construction oversight of the work representing the Client. Giffels Webster will act as the City's consulting Project Engineer observing and quantifying the progress of the executed work and to determine if the work is proceeding in accordance with the plans, specifications and contract documents for the purpose of recommending payment to the MDOT. Giffels Webster shall advise the City of any cost modifications required during construction that will impact the cost of the project. Differing field conditions requiring plan revisions or revisions requested to reduce construction costs are not included and will be contracted separately as needed.

Construction Administration | Technical assistance related to the general administration of the construction contract, subject to the details and related tasks outlined below. We have assumed an **eight-week** construction period for the construction services provided in 2027.

- a. Review shop drawings and material submittals provided by the contractor relating to the plans prepared by Giffels Webster and sub-consultants.
- b. Assist and advise the Client at all OEC (Owner-Engineer-Contractor) meetings including pre-construction and progress meetings.
- c. Technical support in processing progress payments to contractors based on Giffels Webster's opinion of the degree of completion of the work and recommending issuance of such payments to the contractor by the Client. Giffels Webster shall not be the guarantor or surety with respect to the Contractor's obligation to perform the work in accordance with the plans, specifications, and contract documents.
- d. Review all Davis-Bacon wage compliance documentation that is required to be submitted by contractors as a provision of their contract.
- e. Technical assistance with agency acceptance, reports and supporting documents.

Construction Observation | Technical assistance related to the daily oversight of the construction contractor's activities to verify conformance with construction documents and specifications, subject to the details outlined below.

- a. Act as the on-site representative during the construction process coordinating daily with the project lead and supporting subconsultants.
- b. Monitor and record the daily activities of all construction operations involved in the project.
- c. Perform wage rate interviews of contractor's employees working on the project.

- d. Coordinate the requisite material testing with the subconsultant.

Material Testing | Engagement of a sub-consultant to conduct material testing services, subject to the details outlined below. The scheduling of requested services is to be directed by Giffels Webster. All test methods are in accord with ASTM or other indicated procedures. Standard Project Engineer reviews of reports will be provided.

- a. Subgrade - Pavement/Slabs
 - In-place density (compaction) testing using nuclear method.
- b. Engineered Backfill and Aggregate Base
 - In-place density (compaction) testing using nuclear method.
 - Material sampling and gradation testing of borrow materials.
 - Maximum density determinations (Proctor).
- c. Hot Mix Asphalt (if needed)
 - In-place density (compaction) testing using nuclear method.
 - Material sampling and testing, as requested.
 - Maximum density determinations (Proctor).
- d. Concrete – Field
 - Sampling and testing of concrete.
 - Sampling and testing for slump, entrained air, concrete temperature, and air temperature.
 - Sampling and molding compressive strength test cylinders.
- f. Concrete – Laboratory
 - Compressive strength testing of field-molded test cylinders.

EXCLUSIONS

In addition to the clarifications identified above, the following services are specifically excluded for our scope of work. Giffels Webster will provide a separate written scope and agreement should the client wish to add additional services.

- a. Environmental site assessments.
- b. Wetland delineation or mitigation services.
- c. Completion of detailed tree tagging and/or assessment.
- d. Preparation of detailed due diligence reports, including videotaping of sewers and/or site conditions.
- e. Easement acquisition services.
- f. Landscape architectural design services.
- g. Construction layout services.
- h. Preparation of as-built or record drawings.

III. COMPENSATION

The fees associated with each task identified in our Scope of Services are summarized below. The Client shall pay all of the costs of fees not specifically covered by the terms of this Agreement.

Task	Basis	Fee
PRE-DESIGN (2026)		
Topographic & Right-of-Way Survey	Lump Sum	\$ 5,500.00
Title Work (2 parcels)	Time & Expense	\$ 1,265.00

Geotechnical Investigation	Lump Sum	\$	6,900.00
Limited Subsurface Investigation	Time & Expense	\$	7,760.00

DESIGN (2026)

Construction Documents	Lump Sum	\$	19,000.00
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APPROVALS (2026)

Permitting	Lump Sum	\$	1,150.00
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PRE-CONSTRUCTION (2026)

Easement Documentation (2 each)	Lump Sum	\$	3,000.00
Bidding	Lump Sum	\$	5,750.00

CONSTRUCTION (2027)

Construction Administration	Time & Expense	\$	7,500.00
Construction Observation	Time & Expense	\$	40,500.00
Material Testing	Time & Expense	\$	<u>9,775.00</u>

Total \$ 108,100.00

IV. TERMS AND CONDITIONS**a. REIMBURSABLE EXPENSES**

Reimbursable expenses, which include shipping, handling, postage and delivery fees, out of town travel, outside reproduction (drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort) and subconsultant costs will be reimbursed by the Client at cost plus 15%. If the Giffels Webster's fees outlined above included an allowance, not to exceed, these expenses will be reimbursed by the Client. Additional reimbursable expenses may be provided beyond this value if they are mutually agreed to prior by the Client and Giffels Webster in writing. If no allowance is provided above, the Client agrees to reimburse Giffels Webster for all reimbursable expenses.

b. INVOICING

Time and expense portions of this Agreement will be invoiced in accordance with Exhibit A | Bill Rate Schedule. Unless otherwise noted, time and expense tasks are budgets based on the current understanding of scope and that they shall be billed hourly and may exceed the specified budget. Only those items specified as not-to-exceed shall be capped in total cost at the dollar amount provided. Lump sum portions will be invoiced on a percentage completion-to-date basis. Progress invoices for all work will be submitted to the Client monthly and a final bill will be submitted upon completion of the services.

Client shall pay Giffels Webster in full within 30 days of the date of the invoice, and Client shall be responsible for paying Giffels Webster the time-price differential amount of 1.5% per month for any late payment. The Client agrees to review invoices upon receipt and forward all requests for amendments or clarifications in writing to Giffels Webster within 14 days of the date of the invoice; otherwise, Client waives any right to

dispute an invoice. Client shall be responsible for all of Giffels Webster's attorney fees and costs incurred to recover payment.

c. STANDARD OF CARE

All services performed by Giffels Webster will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same or similar locality. No warranty, express or implied, is made or intended by this proposal to provide consulting services. Actual conditions may vary from those reasonably expected and Giffels Webster's data, interpretations and recommendations are based solely on the information readily available.

d. RESPONSIBILITY FOR RESILIENT DESIGN

Giffels Webster will design in compliance with existing codes and regulations in place and applicable to the design services at the time the design is prepared. The Client acknowledges that climate change may result in disruptive events that exceed the requirements of the existing codes and regulations and that Giffels Webster cannot anticipate these events. The Client agrees that Giffels Webster is not liable for changes in the environment or site that exceed existing and applicable codes if they are not identified in writing as required design or study parameters at the time the services are provided.

e. INSURANCE

Giffels Webster and its staff and contracted consultants are protected by worker's compensation insurance. Giffels Webster has such coverage under public liability, professional liability and property damage insurance policies which it deems to be adequate. Giffels Webster shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Client waives any subrogation rights against Giffels Webster and its consultants and subconsultants, including for any payments made by Client's insurer.

f. LIABILITY

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Giffels Webster and Giffels Webster's officers, directors, partners, employers, agents, and contracted consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied, shall not exceed the total compensation received by Giffels Webster under this Agreement.

Giffels Webster is not responsible for any unauthorized deviation from the plans, specification or contract documents. Giffels Webster shall not be liable to the Client for any indirect damages, whether such liability arises in contract or warranty, tort, including negligence, strict or statutory liability, or any other cause of action. Giffels Webster shall not be responsible for the acts or omissions of any Contractor, or of any

of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work.

The Client and Giffels Webster waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, or disruptive climate events even if the affected party has knowledge of the possibility of such damages.

g. DATA COLLECTION

The means, methods and selection of technologies used in the collection of field data are at the sole discretion of Giffels Webster. The Client understands that some technologies automatically collect data that may not be required by Giffels Webster to complete the services included in this Agreement. The Client further understands that Giffels Webster does not review data that is not directly related to the scope of services included in this Agreement, and Client agrees that Giffels Webster has no responsibility to do so and that Giffels Webster has no responsibility to advise the Client of any deficiencies that might be found if that data were reviewed. Client agrees to furnish to Giffels Webster any information and documents in Client's possession, custody, or control; that are relevant to the services to be provided herein; prior to Giffels Webster commencing services.

h. PUBLIC AGENCY APPROVALS

Giffels Webster shall not be liable for damages resulting from the actions or inactions of public agencies including, but not limited to, permit processing, environmental impact reports, zoning matters, use or conditional use permits and building permits. Giffels Webster shall only act as an advisor to the Client in the governmental and public relations aspects of the Project. The Client understands that if construction documents are bid and/or awarded prior to the completion of public agency reviews, there may be increases in construction costs and change orders for which Giffels Webster has no responsibility.

i. INSTRUMENTS OF SERVICE

The Client acknowledges that Giffels Webster's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, are instruments of professional service (the "Instruments") and not products. Giffels Webster and its contracted consultants shall be deemed the authors and owners of their respective Instruments and shall retain all common law, statutory and other reserved rights, including copyrights and trademarks. Upon full payment of Giffels Webster's compensation for this Project, a license to use the Instruments for their intended purpose related to this Project shall be transferred to the Client.

Giffels Webster shall not be deprived of the right to retain reproducible copies of the Instruments and the right to reuse information contained in them in the normal course

of Giffels Webster's practice. The Client recognizes that the Instruments shall not be reused for additions, modifications, or renovations on this Project or for any new project without the written approval of Giffels Webster. The Client agrees to waive any claim against Giffels Webster and to defend, indemnify, and hold the Giffels Webster harmless from any claim or liability for injury or loss allegedly arising from any reuse of the Instruments by the Client or any agent of the Client without Giffels Webster's approval. The Client further agrees to compensate Giffels Webster for any time spent or expenses incurred in defense of any such claim, in accordance with Giffels Webster's prevailing fee schedule and expense reimbursement policy at the time of such claim and to pay Giffels Webster's reasonable attorney fees incurred in the defense of such claim.

j. ELECTRONIC DATA

CAD files and other electronic data shared by Giffels Webster ("Data") are components of the Instruments and are only for the Client's benefit related to this Project and for a specific use. The Client agrees that the delivery of Data does not in any way provide or imply an express warranty or guarantee to anyone that all dimensions and details are exact or to indicate that the use the Data implies the review and approval by Giffels Webster for any future use.

There is no representation of the suitability of the Data for other purposes, or of the durability of the Data or the medium on which the Data is furnished. Any use for a purpose other than that for which the Data is intended shall be at the receiver's risk, and the receiver shall protect and indemnify Giffels Webster from any claims, costs, losses, or damages (including Giffels Webster's reasonable attorney fees). Transfer of the Data does not transfer any license to use the underlying software or extinguish the rights of Giffels Webster to reuse the Data in the general course of a professional practice.

The Client hereby agrees that it will only rely upon Instruments that are printed copies containing the signatures and seals of the design professionals responsible for the work. The Client understands that Data provided by Giffels Webster may vary slightly from the information which is contained in the approved signed and sealed Instruments. In such cases, Client understands that the information in the signed and sealed printed copies supersedes Data shared by Giffels Webster.

k. ESTIMATES

In providing estimates of probably construction cost, the Client understands that Giffels Webster has no control over (a) the cost of labor, material or equipment; (b) the means, methods and procedures of the Contractor's work, (c) Contractor's method of pricing; or (d) the results of competitive bidding. Giffels Webster's estimates of probable construction costs are based on Giffels Webster's experience and qualifications and represent its judgment as a design professional and are not guarantees that construction costs will not vary from cost estimates. If the Client wishes greater assurance as to probable construction cost, the Client should employ an independent cost estimator at the Client's cost. The earthwork cut and fill quantities determined by Giffels Webster are to be considered estimates only. The Client acknowledges that

calculating cuts and fills is not an exact science due to variations in topsoil thickness, shrinkage, compaction methods, material inconsistencies and other natural conditions.

I. METHODS AND PROCEDURES

Giffels Webster shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Client, or the safety precautions and safety programs incidental to the work of the Client. Giffels Webster shall not be responsible for the job safety or site safety of the Project and shall not be responsible for compliance with safety programs and related OSHA or MIOSHA regulations required to be followed by the contractor or its employees, subcontractors and agents. Jobsite safety shall be the sole responsibility of the Client and their contractor. Similarly, Giffels Webster shall not be liable for the actions or inactions of the Client's contractor(s).

The parties mutually acknowledge and agree that services and information provided by Giffels Webster are solely for Client's guidance, and to the extent that the Client provides information from Giffels Webster to third parties for services, Client will first require the third party, by contract, waiver, or otherwise, to agree that Giffels Webster owes no duty in contract, tort, or otherwise to the third party for any services or information provided by Giffels Webster, whether related to Giffels Webster's design, investigation, construction administration, or any other services. The parties further acknowledge that nothing in this Agreement is deemed to give any third party a claim or right of action against either party which is not otherwise specified in the agreement.

m. CERTIFICATIONS

If the Client requests Giffels Webster to execute certificates, the proposed language of such certificates shall be submitted to Giffels Webster for review at least 14 days prior to the requested dates of execution. Giffels Webster shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement or require Giffels Webster to certify, guarantee or warrant the existence of conditions whose existence Giffels Webster cannot ascertain. The Client agrees not to make the resolution of any dispute with Giffels Webster or the payment of any amount due to Giffels Webster in any way contingent upon Giffels Webster signing any such documents.

n. HAZARDOUS SUBSTANCES

Giffels Webster and the Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition, which requires the renegotiation of the Scope of Work or termination of this Agreement. Giffels Webster and the Client also agree that the discovery of unanticipated hazardous substances may make it necessary to take immediate measures to protect health and safety. The Client agrees to compensate Giffels Webster for the additional cost of those measures. In addition, the Client waives any claim against Giffels Webster and agrees to defend, indemnify, and hold Giffels Webster harmless from any claim or injury or loss arising from Giffels Webster's discovery of unanticipated hazardous substances. It is understood and agreed that Giffels Webster is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or arranger for transport or disposal of hazardous

or toxic substances found or identified at the site, and that Giffels Webster shall not be responsible to arrange for any of the same.

o. RIGHT-OF-ENTRY

The Client will arrange for right-of-entry and access to the property for the purpose of performing studies, tests, surveying and evaluations required in accordance with this Agreement. While Giffels Webster will take reasonable precautions to minimize any damage to the property, it is understood by the Client that some damage may occur, the correction of which is not Giffels Webster's responsibility under this Agreement, or otherwise.

p. ASSIGNMENT

Neither the Client nor Giffels Webster may delegate or assign its duties or rights under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.

q. DELAYS

If Giffels Webster is delayed at any time in the progress of the services by any reason beyond its control, including any act or omission of the Client, by any act or omission of a contractor or by adverse weather or other conditions not reasonably anticipated, the time for completion of the services shall be extended by a time equal to the time of such delay and an equitable adjustment in Giffels Webster's fee shall be made as may be reasonable under the circumstances.

r. CHANGES TO THE AGREEMENT

The Client and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Services, or termination of the Agreement. Furthermore, changes in the scope of the project or to any of the assumptions used in the preparation of the Agreement may also require a renegotiation of the Scope of Services. If the Agreement is changed, Giffels Webster shall be entitled to an appropriate adjustment in schedule and compensation. If renegotiated terms cannot be agreed to, the Client agrees that Giffels Webster has the right to terminate this Agreement.

s. TERMINATION AND SUSPENSION

Either party may terminate this Agreement in the event of the other party's material breach after providing the breaching party written notice with an opportunity to cure within 5 days. A material breach shall include Client's failure to timely pay Giffels Webster. In addition, either party may terminate this Agreement for convenience and without cause upon written notice to the other. Should a termination for cause by Giffels Webster be deemed improper, then the termination shall be treated as a termination for convenience. In the event of termination, Giffels Webster shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement, and reimbursed for all termination expenses. Without limiting any other rights, Giffels Webster may suspend its services for late payment and shall be reimbursed for all costs due to the suspension.

t. PHOTOGRAPHY

The Client permits the taking and use of photographs by Giffels Webster (or Giffels Webster's agent) of the Client's project site; and irrevocably grants to Giffels Webster and its legal representatives, agents, and assigns full perpetual rights to take and use such photographs in Giffels Webster's advertising, trade, or for any purpose. The Client also consents to the use of any printed matter in conjunction therewith and hereby waives any right to inspect or approve the finished product or products, or the advertising copy or other published matter that may be used in connection therewith, or the use to which it may be put. This authorization shall be binding upon the Client and legal representatives, successors, and assigns.

u. DISPUTE RESOLUTION

As a condition precedent to either party initiating legal proceedings, executives of each party shall meet within 14 days' notice from either party to try to settle the dispute in good faith ("Executive Meeting"). If the Executive Meeting does not resolve the dispute, the parties agree to participate in mediation within 45 days of the Executive Meeting. If the Executive Meeting and mediation do not resolve the dispute, the parties may proceed with legal proceedings. Any disputes between the parties in any way arising out of or concerning the Project and/or this Agreement shall exclusively be brought into arbitration with the hearing conducted in Wayne County, Michigan. The arbitrator shall be selected pursuant to American Arbitration Association's ("AAA") List and Appointment procedures, the arbitration shall be conducted in accordance with the AAA Construction Rules but with a single arbitrator, and any arbitration award shall be final and binding.

v. CONTRACT DOCUMENTS

The contract documents shall consist of this Agreement, including any document expressly incorporated by reference by this Agreement. All other understandings, discussions, agreements, proposals, correspondence, electronic mail, and other communications of any descriptions pre-existing the parties' agreement are superseded by this Agreement. This Agreement constitutes the parties' complete, entire, and final understanding of the subject matter of this agreement. The parties agree that the Agreement has been negotiated between the parties, and that no provision or ambiguity should be interpreted against the other party as a drafter of the agreement. This Agreement may only be amended or modified by written agreement between the parties.

w. CORPORATE PROTECTION

It is intended by the Parties to this Agreement that Giffels Webster and the Client in connection with the Project shall not subject the other party's individual employees, officers, or directors to any personal legal exposure or liability for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Giffels Webster and the Client agree that the sole and exclusive remedy for any claim, demand, damages, or suit arising out of the Project and/or this Agreement shall be directed and/or asserted only against Giffels Webster and the Client, and not against any of either Giffels Webster's or the Client's individual employees, officers or

directors, and the Parties hereby waive any claims, demands, damages, and suits against the other Party's employees, officers, and directors.

V. ACCEPTANCE AND AUTHORIZATION TO PROCEED

The Client certifies that the person executing this Agreement is authorized to sign on behalf of the Client's organization. The Client understands that this Agreement includes Exhibit A | Bill Rate Schedule and all executed additional service requests. The Client also certifies that, if it is a business entity, it is registered and in good standing with the State of Michigan, is authorized to conduct business in Michigan and is adequately capitalized to meet the financial obligations of this Agreement. If the Client agrees with the terms of this Agreement, the Client should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.

GIFFELS WEBSTER

CITY OF BRIGHTON

BY: _____

Name: Justin R. Wellman, P.E.

Title: Partner

May 8, 2026

BY: _____

Name: Gretchen M. Gomolka, C.P.A.

Title: City Manager

Date:

EXHIBIT A BILL RATE SCHEDULE

All work will be billed according to the following minimum rate schedule unless specific agreement is made in writing with an officer of Giffels Webster for another basis of charges. Time and expense agreements will be invoiced in accordance with the rates identified below while lump sum agreements will be invoiced on a percentage completion-to-date basis.

<u>Classification</u>	<u>CY 2026</u>	<u>CY 2027</u>
Partner	\$ 188	\$ 194
Partner Emeritus	\$ 176	\$ 180
Senior Project Manager	\$ 152	\$ 156
Project Manager	\$ 144	\$ 148
Lead Engineer	\$ 136	\$ 140
Senior Engineer	\$ 128	\$ 132
Project Engineer	\$ 120	\$ 124
Staff Engineer	\$ 108	\$ 112
Senior Construction Administrator	\$ 128	\$ 132
Construction Administrator	\$ 122	\$ 126
Senior Construction Observer	\$ 114	\$ 118
Construction Observer	\$ 108	\$ 112
Survey Manager	\$ 134	\$ 138
Lead Surveyor	\$ 134	\$ 138
Senior Surveyor	\$ 124	\$ 128
Project Surveyor	\$ 114	\$ 118
Staff Surveyor	\$ 98	\$ 101
Lead Technician	\$ 118	\$ 122
Senior Technician	\$ 108	\$ 112
Project Technician	\$ 98	\$ 101
Staff Technician	\$ 88	\$ 91
Construction Layout Crew	\$ 196	\$ 202
Instrument Layout Crew	\$ 156	\$ 161
Survey Crew	\$ 192	\$ 198
Instrument Crew	\$ 150	\$ 155
Intern	\$ 60	\$ 62

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility of Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed as described in the above Section IV and are not included in the above hourly charge rates.
4. Overtime work (over 8 hours per day) for Construction Inspector time will be invoiced at a rate equal to 1.5 times the above scheduled rate.



Engineer's Opinion of Cost
Brighton Sidewalk Gaps
 June 22, 2026

City of Brighton
 Livingston County, Michigan

GPL 2 - East Side of Grand River Between Challis and 8355 Grand River

Pay Item Description	Unit	Quantity	Unit Price	Amount
Mobilization, Max. 10%	Dlr	30,000.00	\$ 1.05	\$ 31,500.00
Tree, Rem, 19 inch to 36 inch	Ea	3.00	\$ 1,575.00	\$ 4,725.00
Pavt, Rem	Syd	75.00	\$ 31.50	\$ 2,362.50
Curb and Gutter, Rem	Ft	50.00	\$ 26.25	\$ 1,312.50
Embankment, CIP	Cyd	70.00	\$ 42.00	\$ 2,940.00
Aggregate Base, 4 inch, Retaining Wall	Syd	85.00	\$ 15.75	\$ 1,338.75
Lane Tie, Epoxy Anchored	Ea	16.00	\$ 15.75	\$ 252.00
Sidewalk Railing	Ft	375.00	\$ 68.25	\$ 25,593.75
Curb and Gutter, Conc, Det F4	Ft	60.00	\$ 31.50	\$ 1,890.00
Detectable Warning Surface	Ft	20.00	\$ 57.75	\$ 1,155.00
Pedestrian Path, Grading	Ft	950.00	\$ 21.00	\$ 19,950.00
Pedestrian Path, Concrete (Includes Restoration)	Syd	550.00	\$ 78.75	\$ 43,312.50
Pedestrian Path, Aggregate	Ton	100.00	\$ 68.25	\$ 6,825.00
Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	85.00	\$ 6.30	\$ 535.50
Traffic Control	LS	1.00	\$ 5,250.00	\$ 5,250.00
Retaining Wall	Sft	1,680.00	\$ 99.75	\$ 167,580.00

SUBTOTAL CONSTRUCTION COST \$ 316,522.50

CONTINGENCY (10%) \$ 31,652.25

SUBTOTAL CONSTRUCTION BUDGET \$ 348,174.75

SURVEYING & PRELIMINARY ENGINEERING \$ 50,325.00

CONSTRUCTION ENGINEERING \$ 57,775.00

TOTAL PROJECT BUDGET \$ 456,274.75 *

* DOES NOT INCLUDE EASEMENT ACQUISITION