Miller Santo Mijac

## MACOMB INTERCEPTOR DRAIN JULY 9, 2018 10:30 A.M. AGENDA

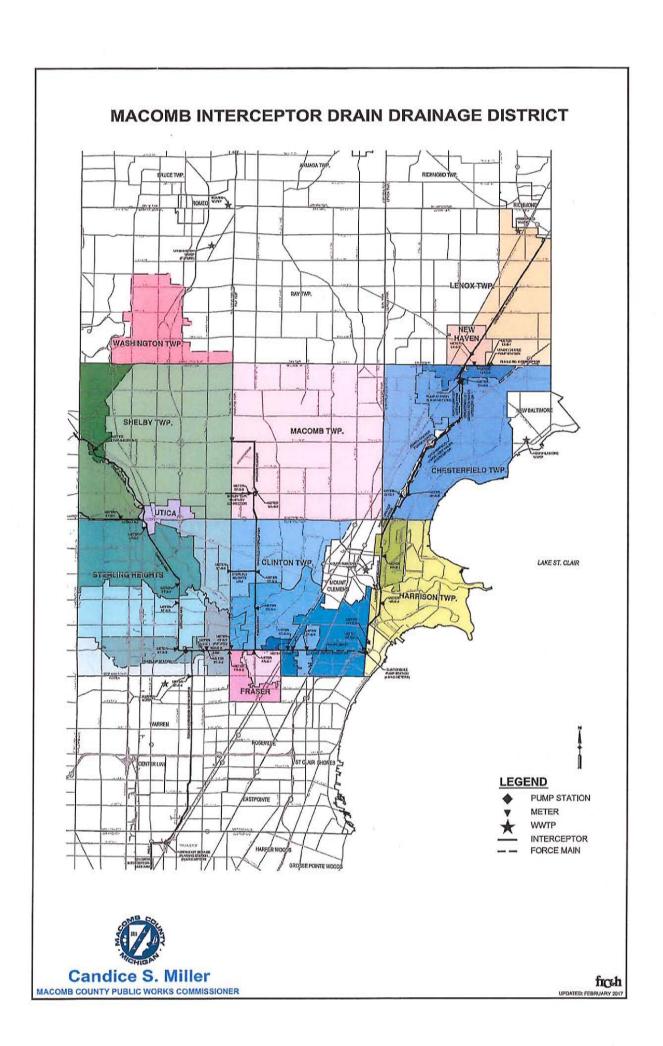
		Page
1.	Call of meeting to order and roll call	
2.	Approval of Agenda for July 9, 2018	
3.	Approval of Minutes for June 11, 2018	3
4.	Public participation	
5.	Restoration Agreement and Permit for a license-to-use — the property — <u>Gair Residence</u> — Evans Bantios	6
	Motion: To approve the Restoration Agreement and Permit totaling \$1,500.00, as a full and final resolution of all claims relating to 16610 15 Mile Road (Gair Residence), and to authorize Aloia & Associates to proceed to finalize the transaction	
6.	Settlement Agreement and Release for repair and restoration work – 34941 Eberlein – Evans Bantios	11
	Motion: To approve the Settlement Agreement and Release totaling \$19,295.00, as a full and final resolution of all claims relating to 34941 Eberlein and authorize Aloia & Associates to proceed to finalize the transaction	
7.	North Gratiot Interceptor Pump Station Pigging Operation – Vince Astorino	16
	Motion: To approve the proposal submitted by Flowmore Services in the amount of \$16,435.00 for cleaning 2 forcemains approximately 27,000 feet each	100
8.	Wastewater Master Plan Change Order No. 1 – Vince Astorino	27
	Motion: To approve grant funded Change Order No. 1 to include Tasks 1, 2 and 3 and increase Fishbeck, Thompson, Carr & Huber's (FTC&H) contract by \$110,574 for the development of a Master Plan	
9.	SY-S-1 Meter Pit Rehabilitation – Vince Astorino	30
	Motion: To approve the proposal from Hubbell, Roth & Clark, Inc. (HRC) for design and engineering of SY-S-1 Meter Pit Rehabilitation	
10.	Odor & Corrosion Study – Vince Astorino	32
	Motion: To approve the proposal from CH2M Engineers, Inc. (CH2M) for engineering services to conduct a comprehensive Odor & Corrosion	

Study	of the	MIDDD	and	NGI	systems

11.	Consideration for approval of invoices (see attached)	40
12.	MIDD Financial Report – Bruce Manning	42
13.	Old Business	
14.	New Business	
15.	Adjourn	

Next Regular Meeting
August 13, 2018 at the Office of the Macomb County Public Works Commissioner,
21777 Dunham Road, Clinton Township, Michigan 48036

9319.bd



An adjourned meeting of the Intra-County Drainage District for the **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan, on June 11, 2018 at 11:46 A.M.

PRESENT:

Candice Miller, Chair

Bryan Santo, Member

ABSENT:

Robert Mijac, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Evans Bantios, P.E., Construction and Maintenance Manager, Jeff Bednar, P.E., Environmental Engineer, Bruce Manning, Financial Manager, Dan Heaton, Public Relations Manager, Thomas Stockel, Construction Engineer, Barbara Delecke, Administrative Services, Macomb County Public Works (MCPW)

The meeting was called to order by the Chair, Candice Miller. The agenda was approved as presented.

Minutes of the meeting of May 14, 2018 were presented. A motion was made by Mr. Santo and supported by Ms. Miller to approve the minutes as presented.

Adopted:

YEAS: 2

NAYS: 0

The Restoration Agreement and Permit cost is for asphalt repair work on the property of The Flower Peddler.

A motion was made by Mr. Santo, supported by Ms. Miller to approve the Restoration Agreement and Permit totaling \$10,070.21, as a full and final resolution of all claims relating to 38350 Garfield Road and 38300 Garfield Road (The Flower Peddler), and authorize Aloia & Associates to proceed to finalize the transaction.

Adopted:

YEAS: 2

NAYS: 0

The Restoration Agreement and Permit cost is for replacement of a catch-basin on the property of Hamilton Woods Condominiums.

A motion was made by Mr. Santo, supported by Ms. Miller to approve the Restoration Agreement and Permit totaling \$1,250, as a full and final resolution of all claims relating to Hamilton Woods Condominiums, and authorize Aloia & Associates to proceed to finalize the transaction.

Adopted:

YEAS: 2

NAYS: 0

The Restoration Agreement and Permit cost is for a temporary, non-exclusive, revocable license-to-use the property, in addition to replacement costs for a tree that was removed,

sprinkler repair work, shrub replacement and landscape restoration on the property of Kings Forest Condominiums.

A motion was made by Mr. Santo, supported by Ms. Miller to approve the Restoration Agreement and Permit totaling \$7,361, as a full and final resolution of all claims relating to Kings Forest Condominiums Association, and authorize Aloia & Association to proceed to finalize the transaction.

Adopted:

YEAS: 2

NAYS: 0

The Restoration Agreement and Permit cost is for a temporary, non-exclusive, revocable license-to-use the property of the Kingston Office Center.

A motion was made by Mr. Santo, supported by Ms. Miller to approve the Restoration Agreement and Permit totaling \$2,500, as a full and final resolution to all claims relating to 16650 15 Mile Road (Kingston Office Center), and authorize Aloia & Associates to proceed to finalize the transaction.

Adopted:

YEAS: 2

NAYS: 0

The Restoration Agreement and Permit cost is for a temporary, non-exclusive, revocable license-to-use property, tree replacement and irrigation costs for the Torrey Pines Condominiums.

A motion was made by Mr. Santo, supported by Ms. Miller to approve the Restoration Agreement and Permit totaling \$14,147.30, as a full and final resolution to all claims relating to Torrey Pines Condominiums Association, and authorize Aloia & Associates to proceed to finalize the transaction.

Adopted:

YEAS: 2

NAYS: 0

Green Meadows Landscape declined the contract for mowing Macomb County drain sites. The next lowest bidder, Marino's Landscape was contacted and agreed to accept the work.

A motion was made by Mr. Santo, supported by Ms. Miller to approve the award of the contract to Marino's Landscape (next lowest bidder) in the amount of \$30,581 for mowing of Public Works Drain sites, with the MIDDD share of cost at \$7,880.

Adopted:

YEAS: 2

NAYS: 0

The Chair presented the invoices totaling \$5,145,388.98 to the board for review and approval.

A motion was made by Mr. Santo, supported by Ms. Miller to approve the invoices as presented.

Adopted:

YEAS: 2

NAYS: 0

A motion to receive and file the financial report given by Mr. Manning was made by Mr. Santo and supported by Ms. Miller.

Adopted:

YEAS: 2

NAYS: 0

There being no further business, it was moved by Mr. Santo, supported by Ms. Miller, that the meeting of the Macomb Interceptor Drain Board be adjourned.

Adopted:

YEAS: 2

NAYS: 0

The meeting was adjourned at 11:55 a.m.

Candice S. Miller

Macomb County Public Works Commissioner

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STATE OF MICHIGAN COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage District shown on the attached set of minutes, on June 11, 2018, the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.

Candice S. Miller

Macomb County Public Works Commissioner

DATED: 6/14/18

9300.bd



## MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AGENDA ITEM WORKSHEET

Meeting Date:

Monday, July 9, 2018

Name of Project:

15 Mile Interceptor Collapse

Subject Property:

16610 15 Mile Road ("Gair Residence")

<u>Case Synopsis</u>: This is a request for the MIDDD's review and approval of the enclosed Restoration Agreement and Permit for a total compensation amount of \$1,500.00. The cost is for a temporary, non-exclusive, revocable license to use the Property Owner's Property.

This agreement resolves all outstanding compensation and restoration claims relating to 16610 15 Mile Road. All totals included in the enclosed Restoration Agreement and Permit were previously discussed and recommended for approval by Macomb County Public Work's administration.

<u>Recommendation</u>: Approve the enclosed Restoration Agreement and Permit totaling \$1,500.00, as a full and final resolution of all claims relating to 16610 15 Mile Road, and authorize Aloia & Associates to proceed to finalize the transaction.

### RESTORATION AGREEMENT AND PERMIT

Property Owner: Albert Gair	("Property Owner")	
Address:16610 15 Mile Road, ID#11-31-229-001	("Subject Property")	

For and in consideration of mutual benefits for both parties, the Property Owner hereby give(s) the Macomb Interceptor Drainage Drain District ("MIDDD"), and its contractors, engineers, consultants, employees and agents, permission to enter the Subject Property and perform the repair and restoration work listed in Exhibit A, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The repair and restoration work described above was constructed in a workmanlike manner, and in accordance with applicable State, County and City standards, the MIDDD and/or its agents shall have no further obligation to repair the Subject Property. The permissive rights set forth herein shall start as of the date the MIDDD and/or its contractor commences work on the above project and shall terminate on the date all restoration work is complete on the Project.

The MIDDD shall pay Property Owner \$1,500.00 for a temporary, non-exclusive, revocable license to use the Property Owner's Property for the Project, from December 26, 2016 until October 31, 2017. To date, the restoration and repair items listed in **Exhibit A**, have been completed and all equipment has been removed from the Subject Property. Upon the payment of funds referenced herein, the Property Owner hereby releases, holds harmless and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively "Releasees") from any and all claims, damages, liabilities, or additional repairs, known and unknown, arising out of the Project related to the Subject Property, whether in law or equity, common law or statute, including but not limited to claims related to access or trespass, and claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417. This Agreement also specifically resolves all claims that the Property Owner had or could have claimed under the Michigan Uniform Condemnation Procedures Act, MCL 213.51, et. seq.

This Agreement is not an admission of liability by the MIDDD and liability is specifically denied. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this

Agreement will not be affected. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

It is expressly understood that this Agreement is a resolution of a disputed claim and is not to be construed as an admission of liability by Releasees under any theory of law or equity, and that liability by the Releasees is expressly denied.

### General Terms:

- a. <u>Validity of Agreement</u>: If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- b. <u>Law and Venue</u>: It is the intention of the parties hereto that this Agreement shall be interpreted, construed, and enforced according to the laws of Michigan. Macomb County shall be the exclusive jurisdiction to enforce this Agreement.
- c. No Oral Modification Clause: Neither this Agreement nor any provisions thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all of the parties to this Agreement.
- d. Mutual Drafters: This Agreement has been voluntarily drafted by all parties hereto and all parties have had the opportunity to consult the counsel of their choice. Each party acknowledges that they have read and fully understand the terms of this Agreement and/or reviewed it with their counsel, with adequate opportunity and time to review and edit the Agreement. This Agreement has been a result of negotiations, and each party is fully aware of its contents and its legal effect. This Agreement has been signed by each party voluntarily, without coercion, intimidation or the threat of retaliation.
- e. <u>Entire Agreement</u>: This Agreement embodies the entire understanding of the parties and all of the terms and conditions with respect to the matters discussed in this Agreement; it supersedes and annuls any and all other or former agreements, contracts, promises, or representations, whether written or oral, expressed or implied, made by, for, or on behalf of the parties regarding these matters; and it may not be altered, superseded, or otherwise modified except in writing signed by all of the signatories to this Agreement. All executed copies of this Agreement are duplicate originals, equally admissible as evidence.
- f. <u>Counterparts</u>: This Agreement may be executed in counterparts, including facsimile signatures or transmissions of signatures in Adobe Acrobat (PDF) format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- g. <u>Authority</u>: The individuals signing this Agreement, on behalf of their respective parties, represent and warrant that they have the authority to sign this Agreement.
- h. <u>Cooperation</u>: All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms of this Agreement. Time is of the essence in this Agreement.
- i. <u>Waiver</u>: Failure by any party to enforce any of the remedies provided to it in this Agreement will not be deemed a waiver of those rights

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Restoration Agreement and Permit on the dates indicated below.

Property Owner:	Witness:
By: Albert Strong	By: Terry 7 Rin Date: 6/2////8
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MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT	Witness:
By: Candice S. Miller Its: Authorized Board Member and Macomb County Public Works Commissioner	Ву:
Date:	Date:

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# EXHIBIT A

Property Owner: Albert Gair	("Property Owner")	
Address:16610 15 Mile Road, ID#11-31-229-001	("Subject Property")	

Description of items repaired and/or restored:

1. 16610 15 Mile Road – Emergency & Long-Term Pumping Station: Removed & properly disposed of round bales. Restored public ROW. Graded and placed topsoil and seed in the public ROW and on private property.



# MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AGENDA ITEM WORKSHEET

Meeting Date:

Monday, July 9, 2018

Name of Project:

15 Mile Interceptor Collapse

Subject Property:

34941 Eberlein

<u>Case Synopsis</u>: This is a request for the MIDDD's review and approval of the enclosed Settlement Agreement and Release, for a total compensation amount of \$19,295.00. The cost is for repair and restoration work to be completed on Property Owner's Property.

This agreement resolves all outstanding compensation and restoration claims relating to 34941 Eberlein. All totals included in the enclosed Settlement Agreement and Release were previously discussed and recommended for approval by Macomb County Public Work's administration.

<u>Recommendation</u>: Approve the enclosed Settlement Agreement and Release totaling <u>\$19,295.00</u>, as a full and final resolution of all claims relating to 34941 Eberlein, and authorize Aloia & Associates to proceed to finalize the transaction.

### SETTLEMENT AGREEMENT AND RELEASE

Property Owner: Steve and Darlene Loewen

("Property Owner")

Address: 34941 Eberlein, ID# 11-31-101-009

("Subject Property")

For and in consideration of mutual benefits for both parties, the Property Owner hereby give(s) the Macomb Interceptor Drainage Drain District ("MIDDD"), and its contractors, engineers, consultants, employees and agents, permission to enter the Subject Property and perform the repair and restoration work listed in Exhibit A, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The repair and restoration work described above shall be constructed in a workmanlike manner, and in accordance with applicable State, County and City standards, and upon completion, the MIDDD and/or its agents shall have no further obligation to repair the Subject Property. The permissive rights set forth herein shall start as of the date the MIDDD and/or its contractor commences work on the above project and shall terminate on the date all restoration work is complete on the Project.

The MIDDD and the Property Owner both acknowledge that restoration is complete on the Subject Property and all equipment has been removed. The work was completed in a workmanlike manner in accordance with the items listed in **Exhibit A**.

Notwithstanding the foregoing, in lieu of any claim raised by Property Owner related to the Subject Property, the MIDDD shall pay Property Owner Nineteen Thousand Two Hundred Ninety Five and 00/100 Dollars (\$19,295.00), within forty-five (45) days from the date Property Owner signs this Agreement. Upon the payment of funds referenced herein, the Property Owner hereby releases, holds harmless and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively "Releasees"), from any and all claims, damages, liabilities, additional repairs, known and unknown, arising out of the Project related to the Subject Property, whether in law or equity, common law or statute, including but not limited to claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417. This Agreement also specifically resolves all claims that the Property Owner had or could have claimed under the Michigan Uniform Condemnation Procedures Act, MCL 213.51, et. seq.

This Agreement is not an admission of liability by the MIDDD and liability is specifically denied. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of

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such document shall not be applicable. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be affected. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

It is expressly understood that this Agreement is a resolution of a disputed claim and is not to be construed as an admission of liability by Releasees under any theory of law or equity, and that liability by the Releasees is expressly denied.

### General Terms:

- a. <u>Validity of Agreement</u>: If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- b. <u>Law and Venue</u>: It is the intention of the parties hereto that this Agreement shall be interpreted, construed, and enforced according to the laws of Michigan. Macomb County shall be the exclusive jurisdiction to enforce this Agreement.
- c. <u>No Oral Modification Clause</u>: Neither this Agreement nor any provisions thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all of the parties to this Agreement.
- d. <u>Mutual Drafters</u>: This Agreement has been voluntarily drafted by all parties hereto and all parties have had the opportunity to consult the counsel of their choice. Each party acknowledges that they have read and fully understand the terms of this Agreement and/or reviewed it with their counsel, with adequate opportunity and time to review and edit the Agreement. This Agreement has been a result of negotiations, and each party is fully aware of its contents and its legal effect. This Agreement has been signed by each party voluntarily, without coercion, intimidation or the threat of retaliation.
- e. <u>Entire Agreement</u>: This Agreement embodies the entire understanding of the parties and all of the terms and conditions with respect to the matters discussed in this Agreement; it supersedes and annuls any and all other or former agreements, contracts, promises, or representations, whether written or oral, expressed or implied, made by, for, or on behalf of the parties regarding these matters; and it may not be altered, superseded, or otherwise modified except in writing signed by all of the signatories to this Agreement. All executed copies of this Agreement are duplicate originals, equally admissible as evidence.

- f. <u>Counterparts</u>: This Agreement may be executed in counterparts, including facsimile signatures or transmissions of signatures in Adobe Acrobat (PDF) format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. <u>Authority</u>: The individuals signing this Agreement, on behalf of their respective parties, represent and warrant that they have the authority to sign this Agreement.
- h. <u>Cooperation</u>: All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms of this Agreement. Time is of the essence in this Agreement.
- i. <u>Waiver</u>: Failure by any party to enforce any of the remedies provided to it in this Agreement will not be deemed a waiver of those rights.

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Settlement Agreement and Release on the dates indicated below.

Property Owner	Witness:
By: B-29-18	By: 0-29-18
By: Darlene M. (Locures) Date: 6/29/18	By: $6-29-18$
MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT	Witness:
By: Candice S. Miller Its: Authorized Board Member and Macomb County Public Works Commissioner	Ву:
Date:	Date:

# EXHIBIT A

Property Owner: Steve and Darlene Loewen

("Property Owner")

Address: 34941 Eberlein, ID# 11-31-101-009

("Subject Property")

Description of items repaired and/or restored:

Replaced damaged sprinkler heads and restored irrigation system.

2. Restored greenbelt with sod.





Public Works Commissioner Macomb County

To: Candice Miller, Macomb County Public Works Commissioner

CC: Brian Baker, Chief Deputy

From: Vincent Astorino, Operations & Flow Manager

Date: June 25, 2018

Subject: North Gratiot Interceptor Pump Station Pigging Operation

The North Gratiot Pump Station (NGIPS) consists of two -90 horsepower pumps that send flow through two 22-inch HDPE pipelines that are approximately 27,000 feet in length each. On an annual basis, we send what is known as a "pigs" in the industry through each forcemain to clean the lines out.

We reached out to three different companies to provide a quote to perform this work and their not-to-exceed numbers are below with the quotes attached. MCPWO will coordinate work with the selected contractor in an effort to reduce costs. This work is planned to be done within one day as long as there are no delays or obstructions within the mains.

- Flowmore Services = \$16,435.00
- TDW Services Inc. = \$66,200.00
- Clean Harbors = Did Not Submit

After reviewing the proposals submitted, it is my recommendation that we move forward with Flowmore Services with the not to exceed limit of \$16,435.00. We also used Flowmore Services in the past years inspection and there was no issue with their work. They have also held their cost the same as previous years.

Attachments: TDW Quote - 6/21/18

Flow More Services Quote - 6/20/18



# FLOWMORE SERVICES

A DIV. OF PIPELINE PIGGING PRODUCTS, INC.

06/20/2018
Alex Pirkovic
MaComb County Public Works
21777 Dunham Road
Clinton Township, MI 48036
586-557-3024
Alex.Pirkovic@MaCombgov.org

Reference: Cleaning 2 – 22" HDPE DR.13.5 piping approx. 27,000' long

Flowmore Services is pleased at the opportunity to quote MaComb County Public Works for the above mentioned work.

Flowmore Services will supply the following:

- 1. Two factory trained employees to assist with launching and pigging
- 2. Room, Board, and Transportation to job site
- 3. Temporary pig tracking system
- 4. 2-20" CPB Pigs w/cavity and handling ropes
- 5. Freight for pigs and tracking system

We would ask others to supply the following:

- 1. Exact location of pipe for tracking purpose
- 2. Adequate water pressure@15psi and 3000gpm
- Access to the pipes via pig launcher
- 4. Crew to operate valves and assist with launching
- 5. Disposal of all effluent materials and pigs
- 6. Any and all permits that may be required

Flowmore Services feels like this can be completed in one 8 hour day. Any delays not directly caused by Flowmore Services will be billed at our normal daily rate. Flowmore Services is not responsible for any blockage whether man made or of natural causes. Any insurance over and above our 1mil public liability will be marked up 20% and added to the price.

Rescheduling Policy: Any rescheduling of work after a P.O. /Contract has been issued, will constitute a 5% penalty of said Contract/ P.O..

Cancellation Policy: Notwithstanding anything to the contrary contained in the (contract), in the event of the cancellation of the contract by Contractor without default of Subcontractor prior to its being fully performed, the following shall apply in addition to any remedies or damages or other compensation available to Subcontractor under the (contract).10% of Contract will be due upon Cancellation

If you have any questions or comments feel free to give me a call or e-mail.

Respectfully

Walter Whatley Flowmore Services Houston, TX 77269 1-800-356-9667 Walt @pipepigs.com



# **Mechanical Cleaning**

For

**Macomb County Public Works** 

(2) 22" x 6 Miles HDPE

Chesterfield, MI

TDW Quotation 628-1806-005-MI



www.tdwilliamson.com 628-1806-005-MI Page 1 of 8



## TDW Quotation 628-1806-005-MI

Ship To:

Chesterfield, MI

Date:

June 21, 2018

Contact:

Alex Pirkovic

Terms:

Net 30 days

Title:

Phone:

586-469-2530

Email:

alex.pirkovic@macomb.gov

TDW Services Inc. is pleased to provide our quotation to Macomb County Public Works to perform mechanical cleaning for the (2) 22" x 10.5 mi pipeline segments near Chesterfield, MI. We have included in our quotation all aspects of our quality services including mobilization of personnel/equipment and our onsite services.

Prices are based on information provided at time of guotation.

We look forward to your positive response and to being of service to Macomb County Public Works in completing this work in a timely and cost effective manner. We are prepared to begin this work upon receipt of a purchase order referencing a valid MSA (Master Service Agreement) and/or executed TDW Terms and Conditions.

Should you have any questions or if I may be of any additional assistance, please do not hesitate to contact us:

Jason Wold

Sales Engineer Cell: 515-707-2261

Office:

E-mail: jason.wold@tdwilliamson.com

Jeremy Pilcher

Project Manager Cell: 918-804-5386 Office: 918-447-5321

E-mail: jeremy.pilcher@tdwilliamson.com



www.tdwilliamson.com 628-1806-005-MI Page 2 of 8



Mechanical Cleaning - (2)	ALL TO THE PARTY OF THE PARTY O		
Description	Rate	Quantity	Total Costs
Personnel Mobilization and Demobilization	\$ 11,600.00	2	\$23,200.00
Personnel Day Rate - Four (4) Personnel Crew	\$ 11,600.00	3	\$34,800.00
22" Poly Pig	\$ 2,050.00	4	\$ 8,200.00
Estimated Total			\$66,200.00

All Notes, Responsibilities & Assumptions must be reviewed and accepted for this proposal to be valid.

### Critical Notes for Customer Review:

- Additional Day Rate: Will be charged at rates stated above for personnel and equipment. Additional
  mob/demob will be charged at the rates stated above. The overtime rate for TDW personnel is \$150 /
  hour; this will apply to any hours worked beyond 12-hours,. Standby day charges billed at additional day
  rates stated above.
- Pricing: Based on the information provided at the time of quotation.
- Questionnaire: Completed questionnaire is required prior to acceptance of the service award.
- Time Line: Single mobilization
- · Availability: Equipment and personnel availability will be determined by receipt of a purchase order.
- Site Visit: A site visit is required prior to work commencing.
- OQ: TDW's OQ is accepted, if additional onsite training is required it will be charged at cost + 15% plus direct labor costs.
- Extra Work: TDW requires written authorization (change order) prior to any work that is not included in the original scope of work.
- Freight: 3<sup>rd</sup> party freight billed at cost + 15%. If TDW drivers haul equipment, freight will be billed at \$3.50/mi roundtrip from Tulsa, OK.
- PPE: TDW will provide standard PPE with all personnel (i.e. FRC's, steel-toed boots, safety glasses, hard hats, ear-plugs, standard gloves); if any additional PPE is required than Company should provide or TDW can provide at Cost.
- Traffic Control: Landowner notifications, traffic control, security to be provided by Company.
- Fatigue Management: TDW Crews work in accordance with our fatigue management policy. Manager approval is required for work beyond 12 hours and limits TDW employees to no more than 16 work hours in a day including drive time. Technicians will require an 8 hour break between shifts.



www.tdwilliamson.com 628-1806-005-MI Page 3 of 8



### **TDW Responsibilities Include:**

- Labor: One (1) Field Supervisor, three (3) Pipeline Technicians
- Equipment: NA
- Materials: (4) Poly Pigs
- Containment: None
- Disposal: None
- · Tracking: None.

### Company Responsibilities Include:

- Labor: Provide representative at each site location at all times
- Equipment: Launchers/Receivers
- Materials: Water supply to propel pigs
- Accessibility: Provide adequate access to launch/receive site locations.
- Welding: Provide if required.
- Matting/Gravel: Provide if required.
- Disposal: Provide disposal of any pipeline debris/waste/cleaning pigs/etc.
- Permitting: All permitting.

### Assumptions:

- Access: Proper ingress and egress to all job locations.
- Product: Water
- Station Locations: Adequate space for equipment at job sites.
- Weather Conditions: Inclement weather could cause delays.
- · Labor: Non union labor is priced.
- Bends: 1.5D or greater

**COMMERCIAL TERMS** 



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### Pricing "DOES NOT INCLUDE":

- I. Any applicable sales taxes
- II. Containment and disposal costs of debris and waste material
- III. Construction work related to the preparation, installation, or modification of the pipeline required for tool launching/receiving.
- Excavation, welding, and other work activities related to main line piping modifications or repairs.

**PAYMENT TERMS: Payment terms are net 30 days.** Upon completion of fieldwork, TDW Services, Inc. will invoice 100% of each task with the exception of ILI work in which 75% will be invoiced after completion of field work and the remaining 25% upon delivery of the final report. TDW Services, Inc. will invoice 100% for any other additional services provided as the services are completed. These payment terms are subject to credit approval.

**CANCELLATION CHARGES:** If job is canceled within 14 days of mobilization, 25% of the contract value will be charged. If the job is cancelled after mobilization but before work commences, 25% of contract value plus all mobilization and demobilization costs will be charged per the TDW Services, Inc. proposal. If job is cancelled while work is in progress, all completed work will be charged per the proposal.

**QUOTATION VALIDITY:** The pricing contained herein is based on information provided at the time of the quotation. Should said information change, TDW Services Inc. reserves the right to modify or rescind this quotation. This quotation is valid for 90 days, after which time, if not accepted by **the CUSTOMER** or extended in writing by TDW, it will be deemed withdrawn.

MOBILIZATION NOTICE: A minimum of fourteen (14) days notice to mobilize is required after receipt of the CUSTOMER service order. Re-scheduling the service contingent upon the availability of equipment and personnel.

Submit all purchase orders, invoices and accounting questions to:

PLS-Vendor-Invoices@tdwilliamson.com

Or

TDW Services Inc.
Attn: Lilly Mathison
6585 S. 61<sup>st</sup> West Avenue
Tulsa, OK 74131-2444
918-447-5555 (office)
Lilly.Mathison@TDWilliamson.com



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### TDW STANDARD TERMS

Notwithstanding anything in the Customer's purchase order or any related document to the contrary, these Standard Terms and any attachments ("Agreement") take precedence over Customer's purchase order or any additional or different terms and conditions, to which notice of objection is hereby given. Neither TDW's commencement of performance nor delivery shall be deemed or construed as acceptance of Customer's additional or different terms and conditions. Customer's purchase of TDW products or services hereunder represents acceptance of this Agreement, which constitutes the entire understanding between the parties and supersedes any previous communications, representations, or agreements by either party whether verbal or written. No change or modification of this Agreement shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

- All orders are subject to acceptance by TDW. Prices are subject to change without notice. No material change will be made to the scope of work without mutual consent in writing, including agreement on compensation.
- Claims for shortages or defective products must be made within ten (10) days after receipt of shipment.
  - Loss or damage to materials in transit is the responsibility of the carrier. TDW shall not be liable for any claim for services brought after six (6) months from its work completion.
- 3. Customer is responsible for all costs and expenses, including attorney fees, incurred by TDW in collecting the purchase price for goods or services beyond the stated due date. In the event of any termination or cancellation by Customer, TDW shall be paid by Customer all compensation earned prior to such termination or cancellation, including without limitation, costs for engineering, materials, shipping, and its scheduled demobilization fee, or if none is shown, a reasonable demobilization fee.
- 4. In the normal course of making hot taps, it is occasionally necessary to change a hot tap cutter due to damage and wear, and the same shall not be considered a delay of work at the site. TDW does not guarantee that the coupon (the piece of pipe tapped out) will be retained, or that the process will not leave shavings in the pipeline. In either event Customer takes responsibility for the pipeline, pipeline damage, loss of revenue if the pipeline is shut down, and removal of any coupon or shavings.
- 5. Because the nature of the services provided by TDW depends on the quality of the construction, materials and information provided by others and because of the uncertainty of variable pipeline and project site conditions (as the case may be) and the necessity of relying on facts and supporting services furnished by others, TDW is unable to guarantee the effectiveness of the products, supplies or materials, research analysis, job recommendation or other data or services furnished by TDW. TDW personnel will use their best efforts in gathering information and their best reasonable judgment on interpreting it but Customer agrees that TDW shall not be liable for and Customer shall indemnify TDW against any damages arising from the use of such information. Specifically with regard to pipeline work, and without limiting the generality of the foregoing, TDW does not warrant the results of any inspection, including without limitation, the data obtained from a pipeline inspection, the possibility that its pipeline inspection tool will find all of the potential anomalies in a pipeline, and/or any conclusions about the structural condition of the pipeline or any other condition of the pipeline regardless of the reports, records, evaluations, and recommendations made by TDW and its pipeline inspection tool.
- Should any of TDW's in-line inspection equipment become stuck, lost, damaged or irrecoverable
  in a pipeline: (i) Customer shall assume full responsibility for recovery including all associated
  costs, and all repair necessary for recovery, and if not recoverable, shall pay TDW for such lost

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equipment together with all sums due and owing for services performed; and (ii) Customer assumes all risk of loss of and damage to any of the pipelines, including without limitation, loss of revenue for any period a pipeline is shut down, and agrees to hold TDW harmless for any such damage. Proper credit will be issued by TDW for any in-line inspection equipment subsequently recovered and returned. In the event TDW's in-line inspection equipment or tools are contaminated by any hazardous substance or naturally occurring radioactive material while performing the work, Customer shall be responsible for and shall reimburse TDW for all costs related to decontamination and disposal of such substances or materials.

- In the event TDW provides any type of consulting or other professional services, the following shall apply.
  - TDW agrees to perform consulting or other professional services under this Agreement in accordance with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services under similar circumstances. TDW makes no other representations and no warranties of any kind,
  - whether express or implied, with respect to its consulting or other professional services. TDW agrees to indemnify the Customer against damages incurred by the Customer to the extent caused by TDW's negligent performance of consulting or other professional services under this Agreement.
- 8. In the event of a re-stop procedure, TDW does not guarantee that the completion plug will be retrieved. In such event Customer takes full responsibility for the pipeline, including without limitation, retrieval of any completion plug or damage to the pipeline.
- 9. TDW shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including without limitation, acts of nature, acts of government, labor disputes, delays in transportation, and delays in delivery or inability to deliver by TDW's suppliers. TDW makes every effort to ship all material within the time indicated, but does not guarantee to do so, and all such indications are subject to delays occasioned by causes beyond TDW's control.
- TDW has the right to stop work in the event it reasonably believes a safety or legal matter exists, and such will not be considered a delay of work.
- 11. Customer shall be liable at all times for all costs and claims on account of all pollution or contamination in any way connected with the uncontrolled flow of oil, gas, water or other substances, hazardous substances, or items or equipment in the possession and control of Customer and associated with Customer's equipment or facilities. Customer shall defend, indemnify and hold harmless TDW from all such costs and claims arising out of the work, regardless of the fault or negligence, whether sole, joint, concurrent, active, passive or otherwise, of TDW or howsoever arising, related to the foregoing pollution or contamination.
- 12. Customer shall maintain TDW information, including without limitation, TDW's design details, operating characteristics and coding systems on the in-line inspection equipment supplied by TDW, as confidential and will not disclose such information to any other party without TDW's prior written consent.
- 13. TDW shall retain all intellectual property rights to general know-how or processes, innovations or inventions created or improved by TDW on this job for use across different clients in the regular conduct of TDW's business.
- 14. Any software provided to Customer hereunder remains the exclusive property of TDW. TDW grants Customer a non-exclusive license to use such software.
- 15. In the event TDW provides goods or services for Customer as a subcontractor, TDW shall have no liability or responsibility to Owner (as defined in any prime contract or other agreement with the facility

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owner or end user) except and to the extent to and through Customer pursuant to the terms of this Agreement. Customer shall either (i) indemnify and defend TDW from and against any and all claims by, and liability to, Owner in excess of the indemnities, releases, waivers, and limitations of liability in favor of TDW hereunder, or (ii) require that Owner agree, for the benefit of and enforceable by TDW, to be bound by all the indemnities, releases and waivers, and limitations of liability in favor of TDW hereunder.

- 16. In no event shall TDW or Customer be liable to the other for special, indirect, incidental, punitive or consequential damages, including without limitation, loss of profit, loss of use, loss of goodwill, loss of production, loss of revenue, whether for breach of contract, breach of warranty, tort or otherwise.
- 17. Notwithstanding anything in this Agreement or any related document to the contrary, TDW's total liability, whether under warranty, indemnity, contract, tort, insurance or otherwise, shall not exceed \$1,000,000, inclusive of any payments to Customer by TDW's insurance carriers.
- 18. Except as may be prohibited by the U.S. Bankruptcy Laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder. Any required notices shall be given in writing at the address of each party set forth herein, or to such other addresses either party may substitute by written notice to the other. Neither party may assign nor transfer any of the rights, duties, or obligations herein, without the prior written consent of the other, and any purported attempt to do so shall be null and void. TDW's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. Any term herein held to be illegal, invalid or unenforceable shall be modified to make such term enforceable and to reflect the intent of the parties, if possible, or fully severable, then these Standard Terms construed as if such modified term was included or such severed term was never included and the remaining terms are in full force and effect. These Standard Terms may be executed in counterparts and facsimile or electronic signatures shall be deemed effective for all purposes. Clerical errors are subject to correction.
- 19. Any dispute regarding the interpretation or validity hereof shall be governed by the laws of the State of Oklahoma. The parties hereby agree that any dispute relating to the products or services sold hereunder shall be subject to the jurisdiction of the courts within the State of Oklahoma.

Customer: _	
Ву:	
Name:	 
Title:	
Date:	



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# Candice S. Miller



Public Works Commissioner Macomb County

To: Candice Miller, Macomb County Public Works Commissioner

CC: Brian Baker, Chief Deputy

From: Vincent Astorino, Operations & Flow Manager

Date: June 29, 2018

Subject: Wastewater Master Plan Change Order No. 1

As you are aware, the Macomb County Public Works Office (MCPWO) applied for a grant with the Michigan Department of Treasury for the Competitive Grant Assistance Program (CGAP). On May 25, 2018 the MCPWO received Notification of Intent of Award in the amount of \$150,000. From that \$125,000 could be applied to the Wastewater Master Plan (WWMP) and \$25,000 could be applied to legal costs researching the logistics of a shared services agreement.

This grant was to develop a shared services agreement with the multiple drainage districts within SE Macomb County and the full amount will go towards that. Since our Wastewater Master planning team is already looking at this work we have asked them to provide pricing and options to incorporate this into their scope of work. There was a total of 6 additional tasks that they provided that could be used towards this grant and they are as follows:

- 1. More detailed hydraulic model calibration \$15,960
- 2. Additional CIP, Life Cycle Analysis, and Integration of the Asset Management Plan \$57,202
- 3. Review Flow Data and Develop a New Apportionment for Each District \$37,412
- 4. Review Flow Data and Develop One Combined Apportionment for All Districts \$10,116
- 5. Develop a SEMSD Wide CMOM/Collection System Permit Program \$28,918

On June 13, 2018, I attended the SEMSD board meeting to explain each task and seek board approval for proceeding with the CGAP grant and what tasks they would like to proceed with. From that meeting the SEMSD approved moving forward with the CGAP grant and the addition of tasks 1, 2, and 3 to the WWMP contract in the amount of \$110,574. This leaves \$14,426 that will be applied to the base contract for FTCH within the Master Plan.

I am recommending that the proposed changes are made to the FTCH WWMP contract through change order 1. Since MIDDD is overseeing both tasks of the contract (MIDDD and SEMSD) then final approval will need to come from the MIDDD board. Attached to this is the revised cost allocation showing the grant funding of \$125,000 and reduction of base Task 2 from \$337,964 to \$323,538. The new project NTE total for Task 2-SEMSD is \$460,548. FTCH will receive an increase

of \$110,574 and SEMSD will see a reduction of \$14,426. No changes are being made to Task 1-MIDDD as part of this change order.

Attachments: Updated SEMSD WWMP Budget

Macomb County Public Works Commissioner SENSD WWMP MCPWO Project Not 18-0078 FTCH Project Not 181053

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Public Works Commissioner Macomb County

From: Macomb County Public Works Office

Date: 6/26/18

To: M

MIDDD Board

Copy: File

**Evaluation Committee** 

RE:

Proposal Evaluation Project Award Recommendation

MCPWO RFP No.: MCPWO-WWS-2018-RFP-009

MCPWO Proposal Name: SY-S-1 Meter Pit Rehabilitation

This is an open competitive contract. The Request for Proposals (RFP) was advertised from 5/1/18 to 6/14/18 on the Michigan Inter-Governmental Trade Network (MITN) website. Six-Hundred Seventy-Two (672) solicitations were sent out via MITN and Forty-Two (42) firms downloaded the RFP.

The purpose of this RFP is to solicit engineering services for the design of rehabilitation at the Meter Pit at the SY-S-1 Metering Facility. The project is separated into two tasks; Task One includes design and engineering for the rehabilitation of the SY-S-1 facility and Task Two includes the construction administration of the SY-S-1 rehabilitation. Task 2 is not included in this cost proposal and will be part of the construction contracts.

One (1) Addendum was issued during the course of the RFP. The Addendums provided responses to vendor questions submitted during the question period.

On 6/14/18, proposals were received from 3 firms. Each member of the Evaluation Committee independently reviewed and scored the proposals in accordance with MCPWO's policy. The possible range of scores was from 0 to 100. The proposers were ranked as follows:

Firm	Score	Proposed Cost
AEW	78.59	\$67,200.00
DLZ	76.93	\$50,308.00
HRC	99.47	\$20,325.00

The Evaluation Committee recommends that **Hubbell**, **Roth & Clark**, **Inc.** (**HRC**), the number one ranked proposer, be named as the consultant for the above referenced Project. The Evaluation Committee consisted of the MCPWO Wastewater Engineering staff.

The original scope of this project included the rehabilitation of both meter SY-S-1 and SY-S-2. Based on review of the data and condition of SY-S-2, it was determined that metering improvements of this meter could be managed internally by the MCPWO engineering staff to provide cost savings. The original budget for both metering facilities was \$1,250,000, which included construction costs that will be procured after the design work is complete. The SY-S-1

design & engineering cost is under budget which provides opportunity for additional facility maintenance and improvement opportunities.

On behalf of the Board please indicate your approval of this recommendation by signing below. Thank you for consideration of this recommendation.

Vince Astorino Operations & Flow Manager MCPWO Engineering-Wastewater Services	Evans Bantios, PE Construction & Maintenance Manager MCPWO Engineering-Wastewater Service
Steve Rozycki, PE Engineer II MCPWO Engineering-Wastewater Services	Stephen Downing Engineer II MCPWO Engineering-Wastewater Service
Approved:  Not Approved:  Hold:	ŭ
Authorized Board Member Signature Board Name	Authorized Board Member Name (print)





Public Works Commissioner Macomb County

From: Macomb County Public Works Office

Date: 6/26/18

To: MIDDD Board

Copy: File

**Evaluation Committee** 

RE:

Proposal Evaluation Project Award Recommendation MCPWO RFP No.: MCPWO-WWS-2018-RFP-010

MCPWO Proposal Name: Odor & Corrosion Study

This is an open competitive contract. The Request for Proposals (RFP) was advertised from 5/24/18 to 6/21/18 on the Michigan Inter-Governmental Trade Network (MITN) website. Six-Hundred Fifty (650) solicitations were sent out via MITN and Thirty-One (31) firms downloaded the RFP.

The purpose of this RFP is to solicit engineering services to conduct a comprehensive Odor & Corrosion Study of the MIDDD and NGI systems. The in-depth odor and corrosion study will confirm the current sources of odors and corrosion, obtain new odor and pressure data, review historical data, reports and studies; evaluate potential impacts to odor and corrosion due to anticipated changes in the system and/or operations; and analyze alternative solutions to mitigate odor complaints and corrosion induced pipe degradation throughout the system is required. The results of the study will determine the source of odors, estimate corrosion potential and evaluate operational and add-on technology modifications to reduce odors and corrosion.

Three (3) Addendums were issued during the course of the RFP. The Addendums provided responses to vendor questions submitted during the question period.

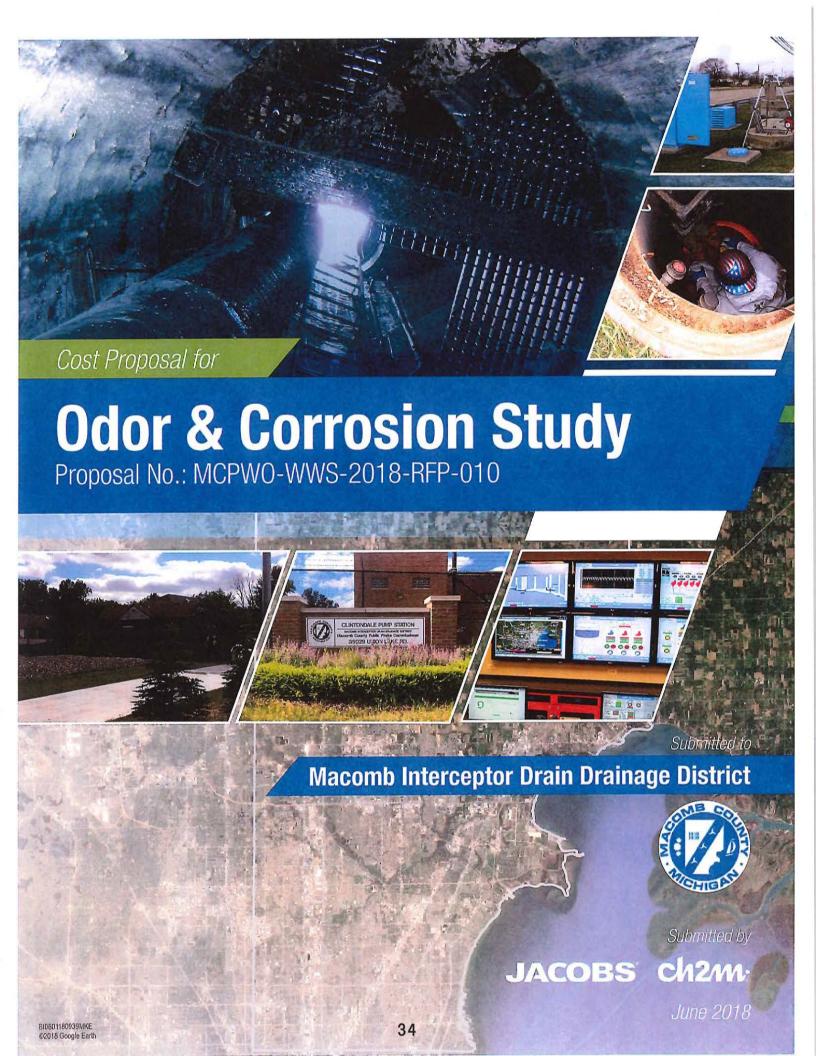
On 6/21/18, proposals were received from 2 firms. Each member of the Evaluation Committee independently reviewed and scored the proposals in accordance with MCPWO's policy. The possible range of scores was from 0 to 100. The proposers were ranked as follows:

Firm	Score	Proposed Cost
Brown & Caldwell	84.81	\$416,092.00
CH2M (Jacobs)	98.66	\$433,891.00

The Evaluation Committee recommends that **CH2M Engineers**, **Inc.** (**CH2M**) a subsidiary of **Jacobs Engineering Group**, **Inc.** (**Jacobs**), the number one ranked proposer, be named as the consultant for the above referenced Project. The Evaluation Committee consisted of the MCPWO Wastewater Engineering staff.

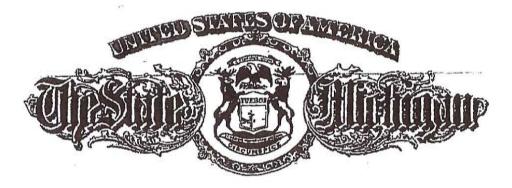
The original budget for the odor and corrosion study is \$500,000, which places this award recommendation under budget and provides opportunity for additional scope if required.

On behalf of the Board please indicate your appr Thank you for consideration of this recommenda	
8	
Vince Astorino Operations & Flow Manager MCPWO Engineering-Wastewater Services	Evans Bantios, PE Construction & Maintenance Manager MCPWO Engineering-Wastewater Services
Steve Rozycki, PE Engineer II MCPWO Engineering-Wastewater Services	Stephen Downing Engineer II MCPWO Engineering-Wastewater Services
Approved:	
Not Approved:	
Hold:	
Authorized Board Member Signature Board Name	Authorized Board Member Name (print)



# PROPOSAL FORM

Proposal No.	Proposer: CH2M HILL En	gineers, Inc.
ego atau n 🐞 da egapok-gapatega Nekawa		int or type company name)
BASE PROPOSAL		
requirements of the F familiar with all cond all material, labor, ed Work required in ad	Request for Proposal and all subs ditions and requirements of the a quipment, tools and supervision	d the Proposal Documents and the Scope of Work, the equent Addenda, all as issued by the Owner, and being Scope of Work, hereby proposes and agrees to furnish; and to furnish all services necessary to complete the cuments for the following projects, in the following
amount: Four hu	ndred and thirty-three thous	sand,
eight-hu	ndred and ninety-one	Dollars \$_ \$433,891
(Sum to be w	vritten out)	
Respectfully submitt	ed this 18 day of June	, 20 <u>18</u>
		By: CH2M HILL Engineers, Inc.
		(Name of bidding firm or corporation)
Witness:		By: (Xignature)
Attest: uli (Signatu	1 all	Doug Stachler, PE (Type or print name)
By: Tulie (Type or	T. Arnold print name)	Title: Designated Manager/Signature Authority (Owner/Partner/President/Vice Pres.)
Title: Assist	ant Secretary	Address: Two Easton Oval, Suite 500, Columbus, OH 43219
(Corporate Secretary	or Assistant Secretary Only)	Phone: 614-825-6754
HILL HILL	ENGIN	License: See next sheet
(Affix Corporate So	Aere S	Federal ID No.: 32-0100027
CH2M HYOLE ngine		David STRCHLER
Company Name	1222	Company Representative
		Designated Manager/Signature Authority
	¥	Title
Acknowledgment of Addendum #1, June		6-18-2018
Addendum #2, June		Date
Addendum #3, June		<u> स्वर्थक्य</u>





This is to Certify That

### CH2M HILL ENGINEERS, INC.

a(n) DELAWARE profit corporation, was validly authorized on December 1, 2004, to transact business in Michigan, and that said corporation holds a valid certificate of authority to transact business in this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States

South a Comment of

Sent by Facsimile Transmission 1335928 In testimony whereof, I have hereunio set my hand, in the City of Lansing, this 25th day of August, 2015

Alan J. Schelke, Director Corporations, Securities & Commercial Licensing Bureau

# JACOBS ch2m.

June 20, 2018

Macomb Interceptor Drain Drainage District Attn: Madison Tanghe, Senior Secretary 21777 Dunham Road Clinton Township, MI 48036

Subject: Cost Letter for Macomb Interceptor Drain Drainage District
Proposal No. MCPWO-WWS-2018-RFP-010 Odor & Corrosion Study

Dear Ms. Tanghe,

In accordance with the RFP and Addenda Nos. 1, 2, and 3 for the above referenced project, attached are the following documents for our Cost Proposal:

- Proposal Form
- Michigan License
- Cost Proposal Matrix

The cost proposal matrix includes the following information:

- Total hours for key personnel
- Percentage of time for key personnel
- · Hourly rates for key personnel that include overhead and profit
- Total hours and cost for each major task

The cost proposal matrix also includes some assumptions used to develop the base fee and includes an allowance for fan testing that may be required and is not included in the base fee. Please note that the base fee includes effort during Tasks 3 and 4 to further develop and utilize our WATS sewer process model. Although a sewer process model was not explicitly required by the RFP, we have included its use in our scope and base fee because we believe it is a critical tool for cost-effectively analyzing multiple system operational scenarios. In addition, we have not included an allowance for confined space entry since we believe that the sampling can be accomplished without confined space access.

Please do not hesitate to contact Jason Matteo at 586-453-8666 if you have any questions or require any clarifications related to our cost proposal.

Sincerely,

CH2M Engineers, Inc. (now Jacobs)

Jasan G. Matte

Jason Matteo, PE Project Manager Doug Stachler, PE

Designated Manager/Signature Authority

# Macomb Interceptor Drain Drainage District Odor and Corrosion Study Cost Proposal Matrix

										Level of Effort (hours)	art (hours)									
Task No.	Task Description	Principal-in- Charge	Project Manager	Senior Technical Lead	Samp	Sampling/Monitoring	AGA	Sewer Corrosion & Odor Modeling	Air Dispersion Modeling	System Operation & Hydraulic Modeling	Mitigation	Mitigation Alternatives Analysis		Ventilation Lead	QA/QC Review	teview	CAD Tech	Project Assistant	Total Hours by Task	Labor Charge by Task (Using 2.84 Multiplier)
		Mark Pochodylo	Jason Matteo	Bill Desing	Bill Desing Alex Demith Jeff Yakel	Jeff Yakel	Maddy Wax	Matthew	Dr. Monica Wright	Dr. Kevin Nielsen	John Siczka	Allen	Bart Kraakman	Neal	Scott	Dr. Jes Vollertsen				
		\$255	\$136	\$249	\$110	\$148	\$93	\$174	\$164	\$251	\$197	-	\$203	\$165		\$200	\$88	\$99		
1	Project Kickoff and Data Acquisition	4	24	24		24	24					12						24	136	\$22,330
2	Data Acquisition/Sampling		20	g	9	8	08				40	80						16	304	\$43,690
m	Data Integration and Dispersion Modeling		8	8				100	180	12	8	20		40	16	16		60	612	\$114,831
4	Alternatives Analysis <sup>a</sup>	ю	40	8				24	54	50	120	100	80	40	16	16		94	588	\$115,932
S	Report	100	24	4				20	20	60	40	8	15	8	80	89	40	88	37.2	\$66,308
9	WWMP Coordination					TO SERVICE SER														\$10,000
7	Drop Shaft and Connecting Sewer Rehabilitation Coordination							100								1000				\$10,000
3	Total Labor	20	188	204	9	104	104	144	224	9	280	200	96	110	40	40	6	138	2,012	\$383,091
8	Percentage of Time <sup>5</sup>	1%	%6	10%	滔	22%	55%	紫	11%	256	13%	10%	25%	258	258	25%	258	7%		

Travel, Lodging, Meals:

\$10,000 Odalog and Pressure Logger Rental (assumes 20 units of each, one-month monitoring period):

\$12,800 Traffic Control (assumes four crew-days):

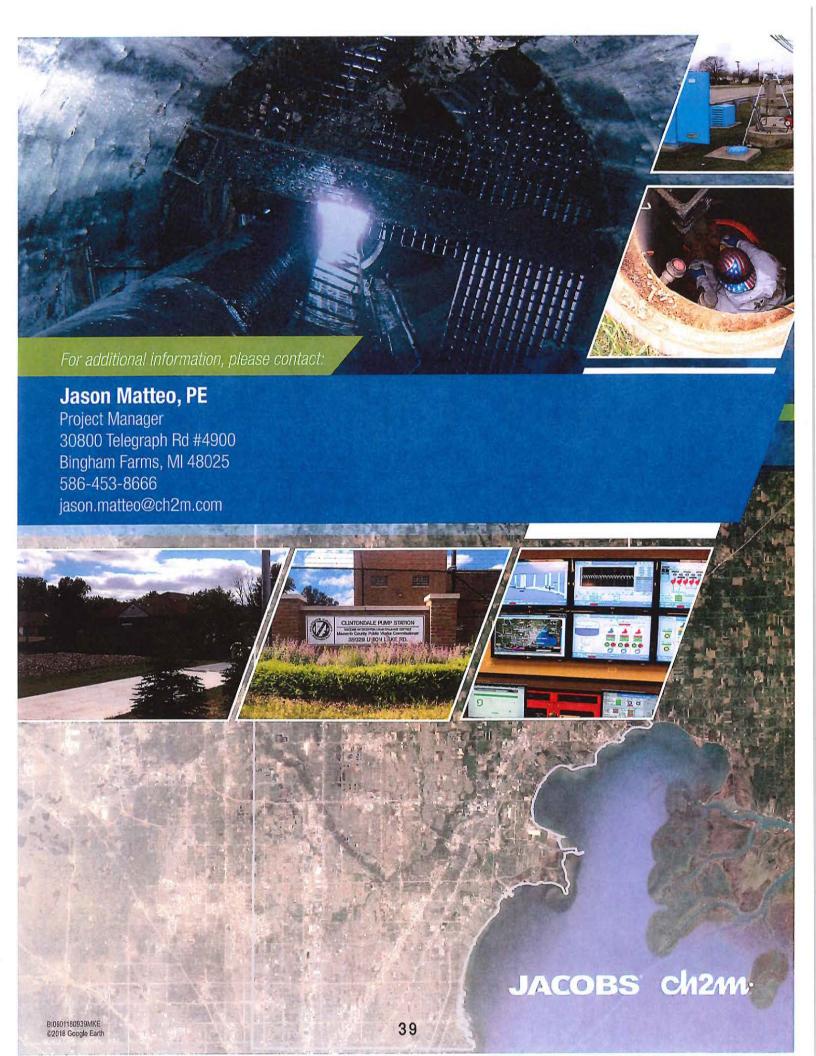
Sampling Supplies and Sample Lab Analyses: \$10,000
Total Base Fee: \$433,891

a) Tasks 3 and 4 include effort to further develop Jacobs' WATS sewer process model, calibrate the WATS model and evaluate several operational scenarios. b) "Percentage of Time" is calculated based on a total project duration of one (1) year (2,080 hours).

\*NOTES:

Fan Testing Allowance (Optional; assumes two tests): OMIDDD Collaboration Allowance (Task 8):

\$0



# MACOMB INTERCEPTOR DRAIN - 7/9/18

Funding Source	Apportionment	Manager	Vendor	Amount	unt	Invoice Detail	Project Summary	Proie	Project Balance
Macomb Interceptor Drain									
Administration Chapter 20 Chesterfield Clinton – 2 Fraser – 4.1 Harrison – Lenox – .8 Macomb – New Haver Shelby – 9. Sterling He Utica – 1.7 Washington	Chapter 20 Chesterfield - 6.9899% Clinton - 20.9164% Fraser - 4.1343% Harrison - 5.9902% Lenox8610% Macomb - 14.5180% New Haven8150% Shelby - 9.9241% Sterling Heights - 31.2761% Utica - 1.7244% Washington - 2.8507%								
		Keskeny	Aloia & Associates	s,	532.00 In Le	Invoice #17313 - 6/1/18 Legal Services - ending 5/30/18	Sale of Property on 21 Mile & Sugarbush		
	SAW Grant 1128-01 (Closing date 11/27/19)	Astorino	Giffels Webster	\$ 28	28,454.50 Im Er	Invoice #116575 - 5/31/18 Engineering Services - ending 5/19/18	Inspection Program & Grant Management MID Sewer Inspection Work - Red Zone	69	609,213.27
		Astorino	Johnson & Anderson	8	5,420.00 In	Invoice #41768 - 6/14/18 Engineering Services - ending 6/2/18	Conversion of MCMARS to Bluewater	ss.	22,425.00
		Astorino	Macomb County Dept. of Roads	ss.	680.60 In	Invoice #301005 - 6/8/18	Monthly Gas - ending 5/31/18		
4(		Astorino	Motor City Electric Technologies, Inc.	s .	1,653.04 In	Invoice #91806 - 4/23/18	Installed Window 7, configure software, shortcuts, screens, etc.		
)		Astorino	Motor City Electric Technologies, Inc.	S	1,555.35 In	Invoice #91807 - 4/25/18	Installed new fiber switch, configured OSPF routing settings, update route metrics		
		Astorino	Mount Clemens	\$ 18	18,761.58 In	Invoice #12481 - 6/4/18	Sewage Flow Billing - 4/28/18 - 5/25/18		
		Baker	Viviano Law	\$ 15	15,440.55 In	Invoice #19858 - 6/5/18 Legal Services - ending 5/31/18	General Matters		
		Astorino	Wade Trim	8	3,475.00 In	Invoice #2011681 - 5/23/18 Engineering Services - 4/2/18 - 4/28/18	As-needed Engineering Services	S	66,335.00
Biofilter		Astorino	FCX Performance, Inc.	\$ 1	1,112.50 In	Invoice #4171115 - 5/16/18	Air Flow Meter Calibrations		
		Astorino	Motor City Electric Technologies, Inc.	s 1	1,869.00 In	Invoice #91803 - 5/7/18	Reconfigure link settings/OSPF setting and restart Juniper		
Clintondale P.S.		Astorino	Charter Township of Clinton	\$ 2	2,088.08 M	2,088.08 Monthly Water - 4/24/18 - 5/22/18			
		Astorino	Cintas Fire	S	535.11 Im	Invoice #OD26558314 - 6/15/18	Annual Alarm Inspection		
		Astorino	Cummins Bridgeway, LLC		3,090.44 In	Invoice #006-67197 - 5/30/18	Annual PM on Generator		
		Astorino	Cummins Bridgeway, LLC	69		Invoice #006-67527 - 6/1/18	Replaced Coolant Heater Thermostat		
		Astorino	DE-CAL, Inc.	\$	1,870.66 In		ARV Maintenance		
		Astorino	DTE Energy	\$ 19	19,174.39 M	Monthly Electric - 5/2/18 - 6/3/18			

# MACOMB INTERCEPTOR DRAIN - 7/9/18

Funding Source	Apportionment	Manager	Vendor	AI	Amount	Invoice Detail	Project Summary	Project Balance
Macomb Interceptor Drain (Continued)								
15 Mile Sinkhole	<u> </u>	Bantios	Aloia & Associates, P.C.	S	3,503.25	3,503.25 Invoice #17315 - 6/1/18 Legal Services - ending 5/30/18	Restoration Agreements	
		Bantios	Anderson, Eckstein & Westrick, Inc.	ø	3,400.00	Invoice #0118055 - 6/13/18 Engineering Services - 4/30/18 - 5/27/18	Boundary Survey - Vacant Lots	
9		Bantios	Anderson, Eckstein & Westrick, Inc.	S	67,336.97	67,336.97 Invoice #0118056 - 6/13/18 Engineering Services - 4/30/18 - 5/27/18	Recovery Shaft	
		Bantios	Dan's Excavating, Inc.	\$ 1,0	)27,270.86	1,027,270.86   Construction Estimate #14 - 5/24/18	Recovery Shaft	
7		Bantios	Dan's Excavating, Inc.	S	72,800.34	72,800.34 Construction Estimate #15 - 6/22/18	Recovery Shaft	
		Bantios	DRV Contractors, LLC	w	1,229.53	1,229.55 Invoice Dated 6/20/18	Repair Cracks in Basement Floor at 34960 Eberlein, Fraser	
		Manning	Huntington National Bank	s	200.00	500.00 Invoice #5564 - 5/3/18	Annual Administration Fee for Refunding Bond Series 2017A.	
		Bantios	Rhino Irrigation	69	3,620.00	3,620.00 Invoice #1176 - 5/22/18	Sprinkler Repair at Biofilter	
		Baker	Viviano Law	69	3,947.89	3,947.89 Invoice #19856 - 6/5/18 Legal Services - ending 5/31/18	Sinkhole	
Meters	21	Astorino	HESCO	S	17,210.00	17,210.00 Application #19 - 6/9/18	MID Meter Maintenance	\$ 363,720.00
		Astorino	HESCO	S	5,902.50	5,902.50 Invoice #10253 - 6/9/18	MID Meter Repair	
ION	15	Astorino	DTE Energy	s	1,338.29	1,338.29 Monthly Electric - 5/2/18 - 5/31/18		
41		Astorino	Motor City Electric Technologies, Inc.	us .	1,664.03	1,664.03 Invoice #91802 - 5/11/18	Upgrade Firewall; remove Juniper Switch and old Sonicwall	
		Astorino	National Industrial Maintenance	S	995.00	995.00 Invoice #31819 - 5/31/18	Vactor Rock Basket	
OWO	a	Astorino	Oakland County Treasurer	\$ 4,3	331,353.33	4,331,353.33 Invoice #SDS0005788 - 6/1/18	Sewerage Disposal Charges - May 2018	

\$ 5,648,571.02

Total

9320.bd

Income Statement MIDDD As of June 30, 2018

	30-Jun-17	7-1-17 to 6-30-18		
	Total Fund	O&M*		
Revenues		66,025,300.00		
Expenditures		83,587,448.68		
Equity	33,301,122			
NOTES Projected reserve at 6/30/2018 is * Includes following Projects: Dec 2016 Sinkhole	Revenue Expenditures Net	11,600,000 75,863,407 70,909,118 4,954,289	70,000,000 5,150,000 131,735 0	2017A Bond State Grant Clinton Twp share of AEW invoice