

MACOMB INTERCEPTOR DRAIN
DECEMBER 12, 2017
10:45 A.M.
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for December 12, 2017	
3. Approval of Minutes for November 13, 2017	3
4. Public participation	
5. 15 Mile Interceptor Repair Project Update – Evans Bantios	
6. Interceptor Inspection Update – Vince Astorino	
7. Motion: Approve Change Order No. 6 from Lakeshore Global Corporation for Final Balancing Change Order, reflecting a \$377,070.47 decrease to the Meter Pit Rehabilitation Project – Evans Bantios	6
8. Motion: To accept a proposal from Hubbell, Roth & Clark, Inc. in the amount of \$65,000 for MIDDD SAW Grant Project Plan and to authorize the Public Works Commissioner to sign contract documents pending legal review – Vince Astorino/Evans Bantios	24
9. Motion: To accept proposals from Applied Science, Inc., CH2M Hill, FK Engineering, Fishbeck, Thompson, Carr & Huber, METCO and Wade Trim for 2018 As-needed Engineering at a not to exceed amount of \$75,000 each, and to authorize the Public Works Commissioner to sign contract documents pending legal review – Vince Astorino/Evans Bantios	26
10. Motion: To accept a proposal from Applied Science, Inc. in the amount of \$100,000 for Dye-Dilution Testing and to authorize the Public Works Commissioner to sign contract documents pending legal review – Vince Astorino/Evans Bantios	28
11. Motion: To receive and file the OMIDDD Settlement and Release Agreement and authorize the Public Works Commissioner to sign the agreement – Joe Viviano	30
12. Consideration for approval of invoices (see attached)	41
13. MIDD Financial Report – Bruce Manning	43

14. Old Business
15. New Business
16. Adjourn

Next Regular Meeting

January 8, 2018 at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036 at 10:30 a.m.

9040.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 November 13, 2017 at 10:52 A.M.

PRESENT: Candice Miller, Chair
Bryan Santo, Member
Robert Mijac, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Vincent Astorino, Operations & Flow Manager, Evans Bantios, P.E., Construction and Maintenance Manager, Dan Heaton, Public Relations Manager, Jeff Bednar, P.E., Environmental Engineer II, Tom Stockel, Construction Engineer, Bruce Manning, Financial Manager, Barbara Delecke, Administrative Services, Macomb County Public Works; Ben Aloia, Aloia & Associates; John Walters, Finance Manager, City of Roseville

The meeting was called to order by the Chair, Candice Miller. The agenda was approved on a motion by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of October 16, 2017 were presented and approved on a motion by Mr. Santo, supported by Mr. Mijac and unanimously carried.

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Bantios updated the board on the progress of the sinkhole repair project. To date, four lanes of 15 Mile Road have been paved and work will begin on the center lane and curb and gutter. Ninety percent of the sidewalks have been installed. The last of the sanitary and watermain repairs are being finished. Final restoration will take place in the spring of 2018. Once the ground stabilizes, the two vacant lots and the house can be appraised and sold.

Mr. Astorino gave an update on the inspection of the MID Interceptor and local connectors. Data will be compiled into one package and be available by December 12, 2017. The next step will be to analyze the data to put together a project plan to apply for State Revolving Fund (SRF) monies for necessary repairs. Bids will go out today for hiring a tunnel expert to analyze the data and put together a project plan so that the County can apply for State Revolving Fund (SRF) monies to do the necessary repairs. A meeting will be held with the MID communities to discuss the findings and next steps.

A motion to approve Change Order No. 6 from Dan's Excavating, Inc. for rehabilitation of Control Structure 2 and Control Structure 3 steel gates and installation of a 2.5" thick shotcrete spray on liner for the 8' diameter PCI-12A Interceptor for an increase of \$340,868.62 was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

A motion to approve Change Order No. 7 from Dan's Excavating, Inc. for pavement restoration for an increase of \$14,571.46 was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

A motion to approve Ghadys proposal for technical services relating to the development of a web application to process Macomb County Public Works Office wastewater flow metering data at a not-to-exceed amount of \$100,000 was made by Mr. Santo and supported by Mr. Mijac, subject to legal review.

Adopted: YEAS: 3
NAYS: 0

Martin Control Services (MCS) was purchased by Hamlett Engineering Sales Company d/b/a HESCO on October 1, 2017. MCS serviced flow meters and level sensors across all Macomb County drainage districts. The amended agreement reflects the change in ownership, properly assigns the work to the correct drainage district and removes Giffels Webster as the engineer on the project.

A motion to approve the amended agreement with Hamlett Engineering Sales Company d/b/a HESCO for sewerage meter maintenance contract originally signed with Martin Control Services on October 24, 2016 was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$21,417,997.87 to the board for review and approval.

Motion was made by Mr. Mijac, supported by Mr. Santo to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0

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

Adopted: YEAS: 3
NAYS: 0

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

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 11:08 a.m.



Candice S. Miller
Macomb County Public Works Commissioner

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 November 13, 2017, 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: 11/14/17

9008.bd

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303



OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

Original Contract Price	\$6,854,656.40
Total of previous Change Orders to date	\$322,995.09
Current Contract Price adjusted by the previous Change Orders	\$7,177,651.49

The Contract Price due to this Change Order will be **MIDDD** DECREASED BY **(\$377,070.47)**

The revised Contract Price including this Change Order **Date 11.22.17** \$6,800,581.02

Contract Agreement Date: **Engineer(s)** September 25, 2012

Original Contract Completion Date: **Finance Officer: BHM** September 25, 2014
 Revised Contract Completion Date: April 30, 2017

Authorized By: _____ Date: _____
 Candice S. Miller
 Commissioner, Macomb County Public Works Office

Authorized By: _____ Date: 11/21/17
 Vincent Astorino
 Authorized Representative, SRF Project No. 5487-01
 Acting Chief Engineer of Wastewater Services, Macomb County Public Works Office

Authorized By: _____ Date: 11/21/17
 Evans Bantios, P.E.
 Construction Engineer, Macomb County Public Works Office

Recommended By: _____ Date: 11-17-2017
 Bradley Sheple, P.E., CCCA, LEED AP
 Associate, Hubbell, Roth & Clark, Inc.

Accepted By: _____ Date: _____
 Avinash Rachmale
 President and CEO, Lakeshore Global Corporations



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

PRINCIPALS

Daniel W. Mitchell
Nancy M. D. Faught
Keith D. McCormack
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart

SENIOR ASSOCIATES

Gary J. Tressell
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan
Thomas G. Maxwell

ASSOCIATES

Marvin A. Olane
Marshall J. Grazioli
Donna M. Martin
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham
Todd J. Sneathen
Aaron A. Uranga
Salvatore Conigliaro

HUBBELL, ROTH & CLARK, INC.

OFFICE: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
PHONE: 248.454.6300
FAX: 248.454.6312
WEBSITE: hrcengr.com
EMAIL: info@hrcengr.com

TRANSMITTAL

Date: November 17, 2017 HRC Job No. 20100170

To: Macomb County Public Works Office

21777 Dunham Road

Clinton Twp., MI, 48036

Attention of: Mr. Evans Bantios, P.E.

Project: Meter Pit Rehabilitation/Repair Project

We are forwarding by mail, the following:

One (1) hard copy of the Final Balancong Change Order for the subject project.

Please collect all signatures needed from your office and return the original to the

undersigned for forward to the Contractor.

Issued: for your review and signature

HUBBELL, ROTH & CLARK, INC.

By: Bradley Shepler, P.E.

Copy to: _____

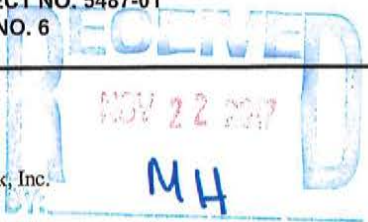
Received by: _____

Name: _____

Date: _____

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170



ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

The Contractor is directed to make the following changes in the Contract Documents.

CHANGE ORDER ITEM 1:

Description:

COR #6.1 Final Balancing Change Order

Reason for Change: To modify Contract to denote final Contract Price

DIVISION I-A: CT-S-1 GARFIELD ROAD & CLINTON RIVER ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Sanitary Sewer Cleaning	lft	(7.50)	\$64.00	\$0.00	\$480.00
2	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	(1.00)	\$415.00	\$0.00	\$415.00
3	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(2.00)	\$237.00	\$0.00	\$474.00
4	"A6"-Access and Utility Chase: Surface Prep and Install Protective Concrete Coating	sft	(79.40)	\$21.00	\$0.00	\$1,667.40
5	"F5"-Facility Structure: Joint Repair & Seal	ft	2.00	\$415.00	\$830.00	\$0.00
6	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(6.00)	\$89.00	\$0.00	\$534.00
7	"F7"-Facility Structure: Concrete Surface Repair	sft	(2.00)	\$237.00	\$0.00	\$474.00
8	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	21.85	\$21.00	\$458.85	\$0.00
9	"F12"-Facility Structure: Re-Line Effluent Pipe	ft	(2.00)	\$518.00	\$0.00	\$1,036.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-A

\$1,288.85 \$5,080.40

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-A

(\$3,791.55)

MIDDD

Date 11.22.17
 Chief Deputy _____
 Engineer (s) _____
 Manager (s) _____
 Coordinator (s) _____
 Finance Officer _____

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-B – CT-S-2 UNION LAKE ROAD, SOUTH OF SHOOK ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	By-Pass Pumping	LS	(1)	\$18,873.00	\$0.00	\$18,873.00
2	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	(16.00)	\$415.00	\$0.00	\$6,640.00
3	"A4"-Access and Utility Chase: Cracks, Repair & Seal	ft	(32.00)	\$89.00	\$0.00	\$2,848.00
4	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(6.00)	\$237.00	\$0.00	\$1,422.00
5	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(32.45)	\$21.00	\$0.00	\$681.45
6	"F5"-Facility Structure: Joint Repair & Seal	ft	(30.00)	\$415.00	\$0.00	\$12,450.00
7	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(18.60)	\$89.00	\$0.00	\$1,655.40
8	"F7"-Facility Structure: Concrete Surface Repair	sft	(6.00)	\$237.00	\$0.00	\$1,422.00
9	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	19.68	\$21.00	\$413.28	\$0.00
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-B					\$413.28	\$45,991.85
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-B						(\$45,578.57)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-C – CT-S-4 15 MILE ROAD & WHALEN DRIVE

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Sidewalk, Conc, 6 Inch	sft	95.00	\$6.00	\$570.00	\$0.00
2	Driveway, Nonreinf Conc, 6 Inch	syd	7.80	\$60.00	\$468.00	\$0.00
3	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	(19.00)	\$415.00	\$0.00	\$7,885.00
4	"A4"-Access and Utility Chase: Cracks, Repair & Seal	ft	5.50	\$101.00	\$555.50	\$0.00
5	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	1.41	\$237.00	\$334.17	\$0.00
6	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(23.32)	\$21.00	\$0.00	\$489.72
7	"F5"-Facility Structure: Joint Repair & Seal	ft	(21.00)	\$415.00	\$0.00	\$8,715.00
8	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(14.50)	\$89.00	\$0.00	\$1,290.50
9	"F7"-Facility Structure: Concrete Surface Repair	sft	(3.00)	\$237.00	\$0.00	\$711.00
10	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	6.34	\$21.00	\$133.14	\$0.00
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-C					\$2,060.81	\$19,091.22
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-C						(\$17,030.41)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-D – FR-S-1 15 MILE ROAD & GARFIELD ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	(34.00)	\$414.16	\$0.00	\$14,081.44
2	"A4"-Access and Utility Chase: Cracks, Repair & Seal	ft	(1.67)	\$390.49	\$0.00	\$652.12
3	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(6.00)	\$236.66	\$0.00	\$1,419.96
4	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(55.00)	\$20.12	\$0.00	\$1,106.60
5	"F5"-Facility Structure: Joint Repair & Seal	ft	(15.50)	\$414.16	\$0.00	\$6,419.48
6	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(33.00)	\$88.75	\$0.00	\$2,928.75
7	"F7"-Facility Structure: Concrete Surface Repair	sft	(11.70)	\$236.66	\$0.00	\$2,768.92
8	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	(75.00)	\$20.12	\$0.00	\$1,509.00
9	DTE Energy Construction Services * (ALLOWANCE)	LS	(0.59)	\$950.00	\$0.00	\$560.00
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-D					\$0.00	\$31,446.27
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-D						(\$31,446.27)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-E – HR-S-1 HENRY B. JOY BOULEVARD JUST EAST OF I-94

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Soil Erosion and Sedimentation Control	LS	(1)	\$888.00	\$0.00	\$888.00
2	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	(36.00)	\$415.00	\$0.00	\$14,940.00
3	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(10.00)	\$237.00	\$0.00	\$2,370.00
4	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(37.96)	\$21.00	\$0.00	\$797.16
5	"F5"-Facility Structure: Joint Repair & Seal	ft	(12.00)	\$415.00	\$0.00	\$4,980.00
6	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(12.00)	\$89.00	\$0.00	\$1,068.00
7	"F7"-Facility Structure: Concrete Surface Repair	sft	(12.00)	\$237.00	\$0.00	\$2,844.00
8	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	9.68	\$21.00	\$203.28	\$0.00
9	"F12"-Facility Structure: Re-Line Effluent Pipe	ft	(2.00)	\$518.00	\$0.00	\$1,036.00
10	"M2"-Mechanical: Fiberglass Flume Liner Repair	LS	1	\$2,959.00	\$2,959.00	\$0.00
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-E					\$3,162.28	\$28,923.16
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-E						(\$25,760.88)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-F – HR-S-2 REIMOLD ROAD & COLERIDGE (EXT.)

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(5.00)	\$237.00	\$0.00	\$1,185.00
2	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(108.21)	\$21.00	\$0.00	\$2,272.41
3	"F5"-Facility Structure: Joint Repair & Seal	ft	(7.60)	\$415.00	\$0.00	\$3,154.00
4	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(6.00)	\$202.00	\$0.00	\$1,212.00
5	"F7"-Facility Structure: Concrete Surface Repair	sft	(13.66)	\$237.00	\$0.00	\$3,237.42
6	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	(70.15)	\$21.00	\$0.00	\$1,473.15
7	"F12"-Facility Structure: Re-Line Effluent Pipe	ft	(4.00)	\$518.00	\$0.00	\$2,072.00
8	"M3"-Mechanical: Replace Above Grade Vent Screen	ea	0.27	\$888.00	\$236.00	\$0.00
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-F					\$236.00	\$14,605.98
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-F						(\$14,369.98)

**OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPCW PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6**

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-G – HR-S-3 UNION LAKE ROAD & SHOOK ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	7.00	\$237.00	\$1,659.00	\$0.00
2	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(38.70)	\$30.00	\$0.00	\$1,161.00
3	"F5"-Facility Structure: Joint Repair & Seal	ft	22.00	\$415.00	\$9,130.00	\$0.00
4	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(10.00)	\$119.00	\$0.00	\$1,190.00
5	"F7"-Facility Structure: Concrete Surface Repair	sft	(6.00)	\$237.00	\$0.00	\$1,422.00
6	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	(28.40)	\$21.00	\$0.00	\$596.40
7	"F12"-Facility Structure: Re-Line Effluent Pipe	ft	(4.00)	\$518.00	\$0.00	\$2,072.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-G

\$10,789.00

\$6,441.40

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-G

\$4,347.60

DIVISION I-H – MA-S-2 21 MILE ROAD & GARFIELD ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	3.96	\$415.00	\$1,643.40	\$0.00
2	"A7"-Access and Utility Chase: Local Repair – Protective Concrete Coating	sft	9.80	\$160.00	\$1,568.00	\$0.00
3	"F5"-Facility Structure: Joint Repair & Seal	ft	(15.00)	\$415.00	\$0.00	\$6,225.00
4	"F9"-Facility Structure: Local Repair – Protective Concrete Coating	sft	(9.00)	\$160.00	\$0.00	\$1,440.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-H

\$3,211.40

\$7,665.00

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-H

(\$4,453.60)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-J – NH-S-1 NEW HAVEN ROAD & 26 MILE ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Soil Erosion and Sedimentation Control	LS	(1)	\$2,604.00	\$0.00	\$2,604.00
2	By-Pass Pumping	LS	0.50	\$12,089.00	\$6,044.50	\$0.00
3	15 Inch Sanitary Sewer Relining	lft	(59.00)	\$64.00	\$0.00	\$3,776.00
4	Grout 15 Inch Sewer Joints	ea	(11.00)	\$89.00	\$0.00	\$979.00
5	"A2"-Access and Utility Chase: Precast Slab Top, Access Door, Riser, Remove & Replace	ea	(0.34)	\$4,142.00	\$0.00	\$1,391.55
6	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	(94.00)	\$415.00	\$0.00	\$39,010.00
7	"A4"-Access and Utility Chase: Cracks, Repair & Seal	ft	(21.34)	\$89.00	\$0.00	\$1,899.26
8	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(4.06)	\$237.00	\$0.00	\$962.22
9	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	3.37	\$30.00	\$101.10	\$0.00
10	"F5"-Facility Structure: Joint Repair & Seal	ft	(152.00)	\$415.00	\$0.00	\$63,080.00
11	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(31.00)	\$89.00	\$0.00	\$2,759.00
12	"F7"-Facility Structure: Concrete Surface Repair	sft	6.70	\$237.00	\$1,587.90	\$0.00
13	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	56.58	\$14.00	\$792.12	\$0.00
14	"M3"-Mechanical: Replace Above Grade Vent Screen	ea	(1.00)	\$888.00	\$0.00	\$888.00
15	DTE Energy Construction Services * (ALLOWANCE)	LS	(1)	\$300.00	\$0.00	\$300.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-J

\$8,525.62 \$117,649.03

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-J

(\$109,123.41)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-K – ST-S-1 DODGE PARK & UTICA ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Sanitary Sewer Cleaning, 54 Inch "A1"-Access and Utility Chase: Remove Existing Manhole Steps, Furnish & Install FRP Ladder & Ladder-Up (1 Ladder)	lft	(1.90)	\$64.00	\$0.00	\$121.80
2	"A5"-Access and Utility Chase: Concrete Surface Repair	ft	(3.00)	\$296.00	\$0.00	\$888.00
3	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(5.00)	\$237.00	\$0.00	\$1,185.00
4	"F2"-Facility Structure: Remove & Replace Flume Grating	sft	35.53	\$30.00	\$1,065.90	\$0.00
5	"F6"-Facility Structure: Cracks, Repair & Seal	LS	(0.20)	\$10,059.00	\$0.00	\$2,011.80
6	"F7"-Facility Structure: Concrete Surface Repair	ft	2.00	\$119.00	\$238.00	\$0.00
7	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	(1.00)	\$237.00	\$0.00	\$237.00
8	"F11"-Facility Structure: Replace Vent Pipe Rubber Segmented Seals	sft	(26.80)	\$21.00	\$0.00	\$562.80
9	"F13"-Facility Structure: Clean & Seal Wall Isolation Joint	ea	(1.00)	\$237.00	\$0.00	\$237.00
10		ft	(60.00)	\$16.00	\$0.00	\$960.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-K

\$1,303.90 \$6,203.20

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-K

(\$4,899.30)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-L – ST-S-2 15 MILE ROAD & DODGE PARK ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(6.10)	\$30.00	\$0.00	\$183.00
2	"A7"-Access and Utility Chase: Local Repair – Protective Concrete Coating	sft	(5.00)	\$237.00	\$0.00	\$1,185.00
3	"A11"-Access and Utility Chase: Remove Existing Surface Concrete Coatings	sft	(6.10)	\$24.00	\$0.00	\$146.40
4	"F5"-Facility Structure: Joint Repair & Seal	ft	(24.00)	\$415.00	\$0.00	\$9,960.00
5	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(9.00)	\$89.00	\$0.00	\$801.00
6	"F7"-Facility Structure: Concrete Surface Repair	sft	(10.00)	\$237.00	\$0.00	\$2,370.00
7	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	(87.11)	\$21.00	\$0.00	\$1,829.31
8	"F10"-Facility Structure: Remove Existing Surface Concrete Coatings	sft	(130.74)	\$24.00	\$0.00	\$3,137.76
9	DTE Energy Construction Services * (ALLOWANCE)	LS	(1)	\$450.00	\$0.00	\$450.00
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-L					\$0.00	\$20,062.47
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-L						(\$20,062.47)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-M – ST-S-4 14 MILE ROAD & DTE CORRIDOR

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Sanitary Sewer Cleaning, 54 Inch	lft	(9.60)	\$64.00	\$0.00	\$614.40
2	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	68.00	\$415.00	\$28,220.00	\$0.00
3	"A4"-Access and Utility Chase: Cracks, Repair & Seal	ft	(16.00)	\$89.00	\$0.00	\$1,424.00
4	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(14.20)	\$237.00	\$0.00	\$3,365.40
5	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(6.49)	\$21.00	\$0.00	\$136.29
6	"A11"-Access and Utility Chase: Remove Existing Surface Concrete Coating	sft	(6.49)	\$24.00	\$0.00	\$155.76
7	"F5"-Facility Structure: Joint Repair & Seal	ft	(105.00)	\$415.00	\$0.00	\$43,575.00
8	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(54.00)	\$89.00	\$0.00	\$4,806.00
9	"F7"-Facility Structure: Concrete Surface Repair	sft	(22.50)	\$237.00	\$0.00	\$5,332.50
10	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	98.67	\$21.00	\$2,072.07	\$0.00
11	"F10"-Facility Structure: Remove Existing Surface Concrete Coatings	sft	98.67	\$24.00	\$2,368.08	\$0.00
12	"F12"-Facility Structure: Re-Line Effluent Pipe	ft	(6.00)	\$518.00	\$0.00	\$3,108.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-M

\$32,660.15 \$62,517.35

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-M

(\$29,857.20)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-N – ST-S-5 15 MILE ROAD & SCHOENHERR ROAD, CITY OF STERLING HEIGHTS, MI

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Sanitary Sewer Cleaning, 42 Inch	lft	0.50	\$64.00	\$32.00	\$0.00
2	"A3"-Access and Utility Chase: Joint Repair & Seal	ft	32.33	\$415.00	\$13,416.95	\$0.00
3	"A4"-Access and Utility Chase: Cracks, Repair & Seal	ft	(16.00)	\$89.00	\$0.00	\$1,424.00
4	"A5"-Access and Utility Chase: Concrete Surface Repair	sft	(10.41)	\$237.00	\$0.00	\$2,467.17
5	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	(28.74)	\$21.00	\$0.00	\$603.54
6	"A9"-Access and Utility Chase: Replace Vent Pipe Rubber Segmented Seals	ea	(1.00)	\$2,959.00	\$0.00	\$2,959.00
7	"F5"-Facility Structure: Joint Repair & Seal	ft	(43.40)	\$415.00	\$0.00	\$18,011.00
8	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(14.00)	\$89.00	\$0.00	\$1,246.00
9	"F7"-Facility Structure: Concrete Surface Repair	sft	1.04	\$237.00	\$246.48	\$0.00
10	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	37.85	\$21.00	\$794.85	\$0.00
11	"F12"-Facility Structure: Re-Line Effluent Pipe	ft	(1.00)	\$518.00	\$0.00	\$518.00
12	DTE Energy Construction Services * (ALLOWANCE)	LS	(1)	\$850.00	\$0.00	\$850.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-N

\$14,490.28 \$28,078.71

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-N

(\$13,588.43)

DIVISION I-P – SY-S-3 21 MILE ROAD & GARFIELD ROAD, MACOMB TOWNSHIP, MI

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	"A7"-Access and Utility Chase: Local Repair – Protective Concrete Coating	sft	(5.00)	\$237.00	\$0.00	\$1,185.00
2	"F9"-Facility Structure: Local Repair – Protective Concrete Coating	sft	1.00	\$237.00	\$237.00	\$0.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-P

\$237.00 \$1,185.00

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-P

(\$948.00)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
OMCPWC PROJECT NO. 09-0014.13
MDEQ SRF PROJECT NO. 5487-01
CHANGE ORDER NO. 6

Date: 17-Nov-17
HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
Commissioner
21777 Dunham Road
Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
7310 Woodward Ave, 5th Floor
Detroit, MI 48202

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION I-Q – UT-S-1 UTICA ROAD SOUTH OF NICHOLS DRIVE

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	"A6"-Access and Utility Chase: Surface Prep & Install Protective Concrete Coating	sft	31.05	\$30.00	\$931.50	\$0.00
2	"F5"-Facility Structure: Joint Repair & Seal	ft	(6.00)	\$415.00	\$0.00	\$2,490.00
3	"F6"-Facility Structure: Cracks, Repair & Seal	ft	(25.00)	\$326.00	\$0.00	\$8,150.00
4	"F7"-Facility Structure: Concrete Surface Repair	sft	(13.25)	\$237.00	\$0.00	\$3,140.25
5	"F8"-Facility Structure: Surface Prep & Install Protective Concrete Coating	sft	3.23	\$21.00	\$67.83	\$0.00
6	"F12"-Facility Structure: Re-Line Effluent Pipe	ft	5.00	\$518.00	\$2,590.00	\$0.00
7	DTE Energy Construction Services * (ALLOWANCE)	LS	(1)	\$1,050.00	\$0.00	\$1,050.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. I-Q

\$3,589.33 \$14,830.25

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. I-Q

(\$11,240.92)

DIVISION II-R – CT-S-3 GARFIELD ROAD & 18 MILE ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	DTE Energy Construction Services (ALLOWANCE)	LS	2.10	\$500.00	\$1,050.00	\$0.00

SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. II-R

\$1,050.00 \$0.00

NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. II-R

\$1,050.00

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

DIVISION II-S – ST-S-3 DODGE PARK & SORRENTO BOULEVARD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	City of Sterling Heights Construction Observation (ALLOWANCE)	LS	(1)	\$6,000.00	\$0.00	\$6,000.00
2	DTE Energy Construction Services (ALLOWANCE)	LS	(1)	\$700.00	\$0.00	\$700.00
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. II-S					\$0.00	\$6,700.00
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. II-S						(\$6,700.00)

DIVISION II-T – ST-S-6 18 MILE ROAD & HAYES ROAD

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
1	Construct By-Pass Pumping Discharge Manhole	LS	(0.14)	\$45,000.00	\$0.00	\$6,500.00
2	Clinton Township Construction Observation * (ALLOWANCE)	LS	(0.67)	\$6,000.00	\$0.00	\$4,000.00
3	DTE Energy Construction Services * (ALLOWANCE)	LS	(1)	\$12,000.00	\$0.00	\$12,000.00
4	Light Pole Relocation (ALLOWANCE)	LS	(1)	\$1,105.08	\$0.00	\$1,105.08
SUBTOTAL CHANGE ORDER NO. 6, ITEM NO. II-T					\$0.00	\$23,605.08
NET DIFFERENCE CHANGE ORDER NO. 6, ITEM NO. II-T						(\$23,605.08)

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
 MCWDD SEWERAGE METERING FACILITY REHABILITATION/REPAIR PROJECT
 OMCPWC PROJECT NO. 09-0014.13
 MDEQ SRF PROJECT NO. 5487-01
 CHANGE ORDER NO. 6

Date: 17-Nov-17
 HRC Job No. 20100170

ENGINEER:

Hubbell, Roth & Clark, Inc.
 555 Hulet Drive
 Bloomfield Hills, MI 48303

OWNER:

Office of the Macomb County Public Works
 Commissioner
 21777 Dunham Road
 Clinton Township, MI 48038

CONTRACTOR:

Lakeshore Global Corporation
 7310 Woodward Ave, 5th Floor
 Detroit, MI 48202

CHANGE ORDER NO. 2

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
4.01	Building Condition Survey	ea	(5.00)	\$420.00	\$0.00	\$2,100.00
SUBTOTAL CHANGE ORDER NO. 6, CHANGE ORDER NO. 2 ITEM NO. 4.01					\$0.00	\$2,100.00
NET DIFFERENCE CHANGE ORDER NO. 6, CHANGE ORDER NO. 2 ITEM NO. 4.01						(\$2,100.00)

CHANGE ORDER NO. 4

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
2.06	Additional Plan for Rehabilitation of Influent Sewer at HR-S-3	LS	(1.00)	\$17,912.00	\$0.00	\$17,912.00
SUBTOTAL CHANGE ORDER NO. 6, CHANGE ORDER NO. 4 ITEM NO. 2.06					\$0.00	\$17,912.00
NET DIFFERENCE CHANGE ORDER NO. 6, CHANGE ORDER NO. 4 ITEM NO. 2.06						(\$17,912.00)

TOTAL NET CHANGE FOR CHANGE ORDER NO. 6	(\$377,070.47)
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Candice S. Miller

Public Works Commissioner
Macomb County

From: Macomb County Public Works Office

Date: December 1, 2017

To: Macomb Interceptor Drain Drainage District

Copy: File
Evaluation Committee

RE: Proposal Evaluation Project Award Recommendation
MCPWO RFP No.: MCPWO-WWS-2018-RFP-001
MCPWO Proposal Name: MIDDD SAW Grant Project Plan

This is an open competitive contract. The Request for Proposals (RFP) was advertised from November 14, 2017 to November 29, 2017 on the Michigan Inter-Governmental Trade Network (MITN) website. A total of 62 solicitations were sent out via MITN. A total of 40 firms downloaded the RFP.

Two (2) Addendums were issued during the course of the RFP. The Addendums addressed questions received during the open question period.

On November 29, 2017, proposals were received from 5 firms. One firm, NTH, was disqualified due to improper submission of the cost section, which was required to be enclosed in a separate sealed envelope. 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 scored as follows:

Firm	Score	Proposed Cost
AEW	81%	\$139,500
Johnson & Anderson	58%	\$94,290
HRC	96%	\$65,000
Giffels Webster	55%	\$598,911
NTH	Disqualified	Disqualified

The Evaluation Committee recommends that **HRC**, the number one ranked proposer, be named as the consultant for the above named Project.

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
Construction & Maintenance Manager
MCPWO Engineering-Wastewater Services



Steve Roczki
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)



Candice S. Miller

Public Works Commissioner
Macomb County

From: Macomb County Public Works Office

Date: December 1, 2017

To: Macomb Interceptor Drain Drainage District

Copy: File
Evaluation Committee

RE: Proposal Evaluation Project Award Recommendation
MCPWO RFP No.: **MCPWO-WWS-2018-RFP-002**
MCPWO Proposal Name: **2018 As-Needed Engineering**

This is an open competitive contract. The Request for Proposals (RFP) was advertised from November 14, 2017 to November 29, 2017 on the Michigan Inter-Governmental Trade Network (MITN) website. A total of 1764 solicitations were sent out via MITN. A total of 82 firms downloaded the RFP.

Two (2) Addendums were issued during the course of the RFP. The Addendums addressed questions received during the open question period.

On November 29, 2017, proposals were received from 15 firms. One firm, NTH, was disqualified due to improper submission of the cost section, which was required to be enclosed in a separate sealed envelope. Each member of the Evaluation Committee reviewed the proposals and shortlisted the top three firms in each sub-discipline. The shortlisted firms were scored on a scale of 0 to 10, with the firm receiving a 10 being recommended for award. The proposers were scored as follows:

Electrical		Mechanical		Geotechnical		Structural	
Firm	Score	Firm	Score	Firm	Score	Firm	Score
Metco	10	Wade Trim	10	FK	10	FK	10
J & A	8	Metco	9	SME	9	HRC	9
Wade Trim	7	ASI	8	DLZ	8	OHM	7

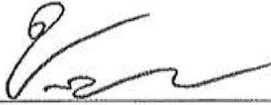
Pipeline		Planning		Hydraulic		Odor	
Firm	Score	Firm	Score	Firm	Score	Firm	Score
FK	10	FTC&H	10	ASI	10	CH2M	10
HRC	9	AEW	7	OHM	8	Giffels	7
Wade Trim	7	SDA	6	FTC&H	7	DLZ	7

The evaluation team reviewed and determined the rate and fee schedules provided by all submitting firms are typical for this area.

The Evaluation Committee recommends that the following firms be named as the consultants for the above named Project:

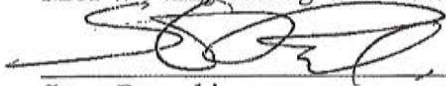
- 1) Applied Science, Inc.
- 2) CH2M Hill
- 3) FK Engineering
- 4) Fishbeck, Thompson, Carr & Huber
- 5) Metco
- 6) Wade Trim

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

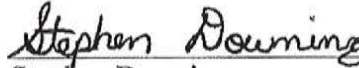


Vince Astorino
Operations & Flow Manager
MCPWO Engineering-Wastewater Services

Evans Bantios
Construction & Maintenance Manager
MCPWO Engineering-Wastewater Services



Steve Rozycki
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)



Candice S. Miller

Public Works Commissioner
Macomb County

From: Macomb County Public Works Office

Date: December 1, 2017

To: Macomb Interceptor Drain Drainage District

Copy: File
Evaluation Committee

RE: Proposal Evaluation Project Award Recommendation
MCPWO RFP No.: **MCPWO-WWS-2018-RFP-003**
MCPWO Proposal Name: **Dye-Dilution Testing**

This is an open competitive contract. The Request for Proposals (RFP) was advertised from November 14, 2017 to November 29, 2017 on the Michigan Inter-Governmental Trade Network (MITN) website. A total of 62 solicitations were sent out via MITN. A total of 20 firms downloaded the RFP.

There were no Addendums issued during the course of the RFP. There were no questions received during the question period.

On November 29, 2017, proposals were received from one (1) firm. 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 scored as follows:

Firm	Score
ASI	100%

The Evaluation Committee recommends that ASI, the number one ranked proposer, be named as the consultant for the above named Project.

The cost were reviewed and determined to be within the industry standard based on recent contracts for this work.

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
Construction & Maintenance Manager
MCPWO Engineering-Wastewater Services

Abstained

Steve Roczki
Engineer II
MCPWO Engineering-Wastewater Services

Stephen Downing

Stephen Downing
Engineer II
MCPWO Engineering-Wastewater Services

Approved: _____

Not Approved: _____

Hold: _____

Authorized Board Member Signature
Board Name

Authorized Board Member Name (print)

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made as of November __, 2017, by and between the Macomb County Public Works Commissioner Candice S. Miller ("Macomb Public Works Commissioner") in her official capacity and on behalf of Macomb County under Act 342; the Macomb Interceptor Drain Drainage District ("MIDDD"); the Oakland Macomb Interceptor Drain Drainage District ("OMIDDD"); Jim Nash in his official capacity, on behalf of Oakland County under Act 342, and as Secretary of the Inter-County Drainage Board for the OMIDDD; the Clinton-Oakland Sewage Disposal District ("COSDS"); and Michael Gregg, as Chairman of the Inter-County Drainage Board for the OMIDDD (OMIDDD, Jim Nash, and Michael Gregg, collectively, "Defendants") (all of the above collectively, "Parties" or individually "Party"), based upon the following facts:

A. OMIDDD is an inter-county drain established pursuant to Chapter 21 of the Drain Code, PA 40 of 1956 as amended, that delivers wastewater from Oakland and Macomb County communities to the Northeast Sewage Pump Station previously operated by the City of Detroit's Water and Sewage Department ("DWSD") and now operated by the Great Lakes Water Authority ("GLWA").

B. OMIDDD was formed to take ownership, operation, and control of the Oakland Macomb Interceptor from the DWSD pursuant to a Global Settlement Agreement dated May 12, 2009 between Detroit, the DWSD, Macomb County, Oakland County, and Wayne County. The United States District Court for the Eastern District of Michigan entered the Global Settlement Agreement on May 18, 2009 in case no. 77-771100.

C. The Inter-County Drainage Board for the OMIDDD (the "Board"), which held its first meeting on July 14, 2009, consists of the public works commissioners (or water resource commissioners) of Oakland County and Macomb County and the Director of the Michigan Department of Agriculture & Rural Development (or the Director's designee).

D. OMIDDD is undergoing a multiyear rehabilitation improvement project of approximately \$164 million to assure proper wastewater transportation services from certain Oakland and Macomb communities that make up the OMIDDD. The improvements are required to comply with an Order Establishing a Compliance Schedule for Interceptor dated June 30, 2009.

E. As a result of disputes arising between the members of the Board at the time involving project management and the "service area" of the OMIDDD, on June 27, 2013, the Macomb Public Works Commissioner's predecessor, Anthony V. Marrocco ("Marrocco"), filed a complaint (the "Complaint") in the Macomb County Circuit Court. The matter was later assigned to the Honorable Michael West of the 31st Judicial Circuit Court in St. Clair County pursuant to MCL 280.532.

F. The Complaint contained two counts. Count I, titled "Breach of Contract for Declaratory Relief, Specific Performance and Damages," alleged that the city of Warren was within the OMIDDD service area (the "Service Area") contemplated in OMIDDD's services agreement with Macomb County dated October 1, 2009 (the "Macomb Agreement"), and

OMIDDD's refusal to include the city of Warren in the OMIDDD Service Area as demanded by Marrocco constituted a breach of contract. Count II of the Complaint was titled "Breach of Fiduciary Duties for Declaratory Relief Specific Performance and Damages" and alleged that OMIDDD's refusal to appoint Marrocco as secretary of the Board and project manager, as well as reimbursement of Oakland County for its "Maximus" costs, constituted a breach of fiduciary duties.

G. In fall 2014, the parties filed cross-motions for summary disposition. On March 5, 2015, the trial court issued an Opinion and Order. As to Count I, the trial court granted Marrocco declaratory relief and held that the city of Warren was included in the Service Area contemplated in the Macomb Agreement. As to Count II, the trial court granted Defendants' Motion for Summary Disposition and declined Marrocco's requests for writs of mandamus or superintending control, finding that there was no genuine issue of material fact to support the claims of Count II that OMIDDD's refusal to appoint Marrocco as secretary of the Board and project manager, as well as reimbursement of Oakland County for its "Maximus" costs, constituted a breach of fiduciary duties.

H. On March 24, 2015, Defendants filed a Claim of Appeal in the Michigan Court of Appeals, seeking a review of the trial court's order relating to Count I (Docket No. 326575). On May 28, 2015, Marrocco filed a Claim of Appeal seeking a review of the trial court's order relating to Count II (Docket No. 327614).

I. On June 16, 2016, the Court of Appeals entered an opinion reversing the trial court's grant of summary disposition as to Count I of the Complaint and affirming the trial court's grant of summary disposition as to Count II of the Complaint. The Court of Appeals remanded the case back to the trial court for further proceedings regarding Count I.

J. On August 9, 2016, the Court of Appeals awarded costs in favor of Defendants in the amount of \$1,060.80.

K. On July 28, 2016, Marrocco filed an application for leave to appeal the Court of Appeals' June 16, 2016 opinion in the Michigan Supreme Court (Docket No. 154166). On May 2, 2017, the Michigan Supreme Court denied the application for leave to appeal.

L. The proceedings in the 16th Judicial Circuit Court, 31st Judicial Circuit Court, the Michigan Court of Appeals, and the Michigan Supreme Court are collectively referred to as the "Litigation."

M. In order to avoid the time, effort, and expense of litigating the claims in the Litigation released herein, for and in consideration of the mutual promises, warranties, and covenants herein contained, and without any admissions by any Party concerning the merit or lack of merit of any of their claims or defenses, the Parties have agreed and do agree as follows:

1. The OMIDDD Service Area.

The Parties agree that the Service Area of the OMIDDD is as depicted in **Exhibit 1** of this Agreement, which includes the City of Auburn Hills, Independence Township (including the City of Clarkston), the City of Lake Angelus, the City of Rochester, the City of Rochester Hills,

Oakland Township, Orion Township, Oxford Township, the Village of Lake Orion, the Village of Oxford, Waterford Township, and West Bloomfield Township, each in Oakland County; Chesterfield Township, the City of Fraser, the City of Sterling Heights, the City of Utica, Clinton Township, Harrison Township, Lenox Township, Macomb Township (including Washington Township), Shelby Township, and the Village of New Haven, each in Macomb County; and sub-areas depicted in Exhibit 1 in Springfield Township, Oakland County for the Softwater Lake Development, and White Lake Township, Oakland County for the White Lake Oaks County Park and Golf Course. The Parties agree that Sections 1, 3, and 4 of this Agreement shall replace and supersede paragraph 6 of the Macomb Agreement, as well as paragraph 6 of the agreement between OMIDDD and Oakland County dated September 1, 2009 (the "Oakland Agreement"), entitled "Service Area," and that Exhibit 1 of this Agreement shall hereinafter serve as the Service Area of the OMIDDD for all purposes. The parties agree that the changes to the Macomb Agreement and the Oakland Agreement described in this Section 1 are subject to the prior written approval of the GLWA. In addition to the provisions of Section 9, each Party warrants and covenants to the other that it, he, or she has the legal right, power, capacity, and authority to enter into and perform the requirements of this provision of the Agreement.

2. Construction of Direct Tie-Ins to the OMIDDD System.

(a) Warren Direct Tie-In.

The Parties agree to allow Warren to join the OMIDDD system, through the construction of two new points of discharge, pursuant to the terms and conditions the Board, in its sole discretion, sets forth, including the requirement that Warren pay to the OMIDDD an initial buy-in cost at an amount set by the Board. Warren's inclusion into the OMIDDD is subject to the prior written approval of the GLWA.

(b) Direct Tie-In of Other Communities.

The Parties agree that no new discharge points into the OMIDDD system will be constructed without an affirmative vote of the Board and subject to the terms and conditions the Board sets forth. The construction of any additional discharge points is subject to prior written approval of the GLWA.

3. Communities the Parties May Add to OMIDDD Through Existing Connections.

(a) Communities Macomb/MIDDD May Add to the OMIDDD System.

The Parties agree that the following Macomb County communities may deliver wastewater to the OMIDDD system through existing discharge points into the OMIDDD system and not through any new discharge points into the OMIDDD system as depicted in Exhibit 1: Bruce, Armada, Richmond, and Ray Townships (or any portion of a city or village located therein). No further OMIDDD buy-in will be required for the communities added to the OMIDDD system pursuant to this paragraph to join the OMIDDD system through existing discharge points. The MIDDD may, in its sole discretion, establish, collect, and retain any connection or buy-in charges for any communities added to the OMIDDD system pursuant to this paragraph. The Parties agree that, although communities added to the OMIDDD system

pursuant to this paragraph may be added through existing discharge points, those communities located in Macomb County discharging into the OMIDDD may not collectively exceed the Maximum Allowable Flow Limit of 283 cfs outlined in paragraph 8 of the Macomb Agreement. Subject to this Maximum Allowable Flow Limit of 283 cfs, the MIDDD and its member communities may alter the allocation of flow among MIDDD member communities in the OMIDDD system. Any alteration in the allocation of flow among MIDDD member communities in the OMIDDD system will not change any obligation to pay under the Final Order of Apportionment adopted by the OMIDDD Board. Moreover, the Parties agree that all communities added to the OMIDDD system pursuant to this paragraph will be subject to the prior written approval of the GLWA and all apportionments for maintenance and capital expenditures arising after their connection, and that the OMIDDD will not bear the cost of any such connection.

(b) Communities Oakland/COSDS May Add to the OMIDDD System.

The Parties agree that the following Oakland County communities may deliver wastewater to the OMIDDD system through existing discharge points into the OMIDDD system and not through any new discharge points into the OMIDDD system as depicted in Exhibit 1: Addison, Brandon, Groveland, Holly, Rose, Springfield, White Lake, and Highland Townships (or any portion of a city or village located therein). No further OMIDDD buy-in will be required for the communities added to the OMIDDD system pursuant to this paragraph to join the OMIDDD system through existing discharge points. The COSDS may, in its sole discretion, establish, collect, and retain any connection or buy-in charges for any communities added to the OMIDDD system pursuant to this paragraph. The Parties agree that, although the communities added to the OMIDDD system pursuant to this paragraph may be added through existing discharge points, those communities located in Oakland County discharging into the OMIDDD may not collectively exceed the Maximum Allowable Flow Limit of 140 cfs outlined in paragraph 8 of the Oakland Agreement. Subject to this Maximum Allowable Flow Limit of 140 cfs, the COSDS and its member communities may alter the allocation of flow among COSDS member communities in the OMIDDD system. Any alteration in the allocation of flow among COSDS member communities in the OMIDDD system will not change any obligation to pay under the Final Order of Apportionment adopted by the OMIDDD Board. Moreover, the Parties agree that all communities added to the OMIDDD system pursuant to this paragraph will be subject to the prior written approval of the GLWA and all apportionments for maintenance and capital expenditures arising after their connection, and that the OMIDDD will not bear the cost of any such connection.

4. Board Approval Required for Modifications to Service Area.

Except as provided in paragraph 3, the Parties agree that any addition, removal, modification, or amendment to the OMIDDD Service Area shall be in accordance with the Drain Code, PA 40 of 1956 as amended.

5. Order of Dismissal.

The Parties mutually agree that upon execution of this Agreement by all Parties, the Parties shall cause their counsel to deliver to the 31st Judicial Court for signing the Order of Dismissal, with prejudice and without costs, attached as **Exhibit 2**.

6. Award of Costs in the Court of Appeals.

Defendants agree not to execute on, and to waive all rights with respect to, the Court of Appeals' August 9, 2016 award of costs in the amount of \$1,060.80.

7. Macomb County/MIDDD Release.

Except for obligations created by or arising out of this Agreement, the Macomb Public Works Commissioner in her official capacity, for Macomb County under Act 342, and on behalf of the MIDDD and their affiliated departments, agencies, public officials, boards, predecessors, successors, heirs and assigns, licensors, licensees, assignors and assignees, absolutely and forever releases and discharges Defendants, and any and all affiliated or related departments, agencies, public officials, board members, parents, subsidiaries, joint ventures, trustees, heirs, attorneys, agents, employees, licensees, sublicensees, assignees, and successors or assigns thereof, of and from any and all claims, demands, liabilities, debts, obligations, accounts, actions and causes of action, known or unknown, suspected or unsuspected, at law or in equity, that any of the foregoing may have or have had as of the date hereof that were asserted in the Litigation or which arise out of the same transactions or occurrences as the Counts asserted in the Complaint.

8. Defendants' Release.

Except for obligations created by or arising out of this Agreement, Defendants and COSDS, for themselves, and their affiliated departments, agencies, public officials, boards, predecessors, successors, heirs and assigns, licensors, licensees, assignors and assignees, absolutely and forever release and discharge the Macomb Public Works Commissioner, Macomb County, the MIDDD, and any and all affiliated or related departments, agencies, public officials, board members, parents, subsidiaries, joint ventures, trustees, heirs, attorneys, agents, employees, licensees, sublicensees, assignees, and successors or assigns thereof, of and from any and all claims, demands, liabilities, debts, obligations, accounts, actions and causes of action, known or unknown, suspected or unsuspected, at law or in equity, that Defendants or any of the foregoing may have or have had as of the date hereof that were asserted in the Litigation or which arise out of the same transactions or occurrences as the Counts asserted in the Complaint.

9. Warranties And Representations. Each Party warrants, represents and covenants to each other that:

- (a) Each has full legal right, power, capacity and authority to enter into and perform this Agreement.
- (b) This Agreement constitutes a valid, binding and enforceable agreement of the Parties hereto.

- (c) Each has not assigned any claim being released by it hereunder to any third party.
- (d) Each will not bring any action, claim or file any lawsuit against the other with respect to claims released hereunder.

10. **No Admissions.** The execution of this Agreement effects the settlement of remaining claims of Plaintiff which are contested and denied. Nothing in this Agreement shall be construed as an admission of any Party hereto of any liability to any other Party.

11. **Binding Nature.** The Parties agree that this Agreement and all of its terms shall be binding upon their respective heirs, legal successors, trustees, assigns, assignors, licensors and licensees.

12. **Integrated Agreement.** The Parties agree and acknowledge that this Agreement constitutes and contains the entire agreement and understanding of the Parties concerning the subject matter hereof, and supersedes and except as specifically set forth herein, replaces all prior negotiations, proposed agreements, or agreements, written, oral, or implied. The Parties further agree that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement, including this provision, can be modified only by a writing signed by all of the Parties. The Parties acknowledge, one to the other, that no other Party, nor any agent or attorney of any other Party, has made any promise, representation, or warranty whatsoever (express, implied, or statutory) not contained herein concerning the subject matters hereof, to induce them to execute this Agreement; and that they have not executed this Agreement in reliance upon any such promise, representation, or warranty not contained herein.

13. **Informed Consent.** The Parties acknowledge that they have been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement or that they have had a full and fair opportunity to consult with such counsel and to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein.

14. **Construction.** No Party, nor any of the Parties' counsel, shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

15. **Severability.** In the event that any covenant, condition or other provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein contained. If such covenant, condition or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law. If, for any reason, any clause or provision of this Agreement is deemed invalid, the Parties desire that such clause or provision shall be amended to achieve as full as possible the intent of the Parties and the remainder of the Agreement shall remain in full force and continue to be binding upon the Parties.

16. **Headings.** Titles and captions in this Agreement are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions are intended in no way to define, limit, expand, or describe the scope of this Agreement or the intent of any other provision.

17. **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Michigan.

18. **Execution And Counterparts.** This agreement may be executed in counterparts. Such counterparts, when taken together, shall constitute the agreement between the Parties.

19. **Photographic And Facsimile Copies.** Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals of this agreement for any purpose.

[Signatures on following page]

Candice S. Miller, Macomb County Public Works Commissioner

By: _____

Oakland Macomb Interceptor Drain Drainage District

By: _____

Its: _____

Jim Nash, as Secretary of the Inter-County Drainage Board for the OMIDDD

By: _____

Michael Gregg, as Chairman of the Inter-County Drainage Board for the OMIDDD

By: _____

Macomb Interceptor Drain Drainage District

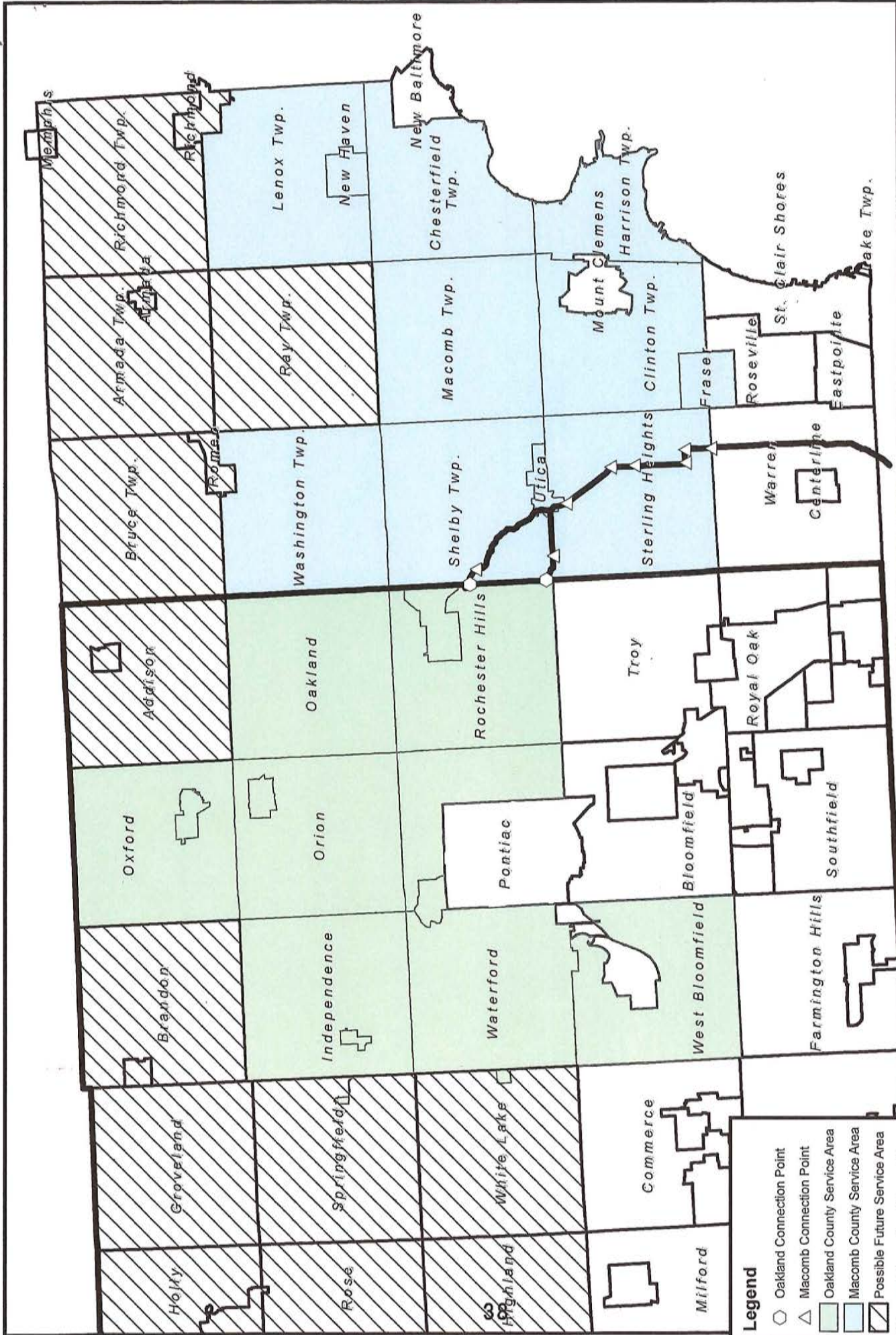
By: _____

Its: _____

Clinton Oakland Sewage Disposal District

By: _____

Its: _____



DATE: 11/13/2017
CREATED BY: JSP

MACOMB COUNTY MAXIMUM ALLOWABLE FLOW LIMIT = 283 CFS
OAKLAND COUNTY MAXIMUM ALLOWABLE FLOW LIMIT = 140 CFS

OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

SCALE: 1" = 25,000'

Legend

- Oakland Connection Point
- △ Macomb Connection Point
- Oakland County Service Area
- Macomb County Service Area
- ▨ Possible Future Service Area

Sewer Gravity Closed
Oakland-Macomb Interceptor



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

CANDICE S. MILLER, as Macomb County
Public Works Commissioner,

Plaintiff,

Honorable Michael J. West

v.

Case 13-2615-CZ

OAKLAND MACOMB INTERCEPTOR
DRAIN DRAINAGE DISTRICT, JIM NASH,
as Secretary of the Inter-County Drainage
Board for the Oakland Macomb Interceptor
Drain Drainage District, and MICHAEL
GREGG, as Chairman of the Inter-County
Drainage Board for the Oakland Macomb
Interceptor Drain Drainage District,

Defendants.

VIVIANO, PAGANO, & HOWLETT PLLC
Joseph E. Viviano (P60378)
Attorneys for Plaintiff
48 S. Main Street, Suite 2
Mt. Clemens, Michigan 48043
586-469-1580
joe@vivianolaw.com

DICKINSON WRIGHT PLLC
Peter H. Webster (P48783)
Scott A. Petz (70757)
Aaron V. Burrell (P73708)
Attorneys for Defendants
2600 West Big Beaver Road, Suite 300
Troy, MI 48084
248-433-7200
pwebster@dickinsonwright.com
spetz@dickinsonwright.com
aburrell@dickinsonwright.com

STIPULATED FINAL ORDER OF DISMISSAL

Upon the stipulation of the parties, and the Court being fully advised:

IT IS ORDERED that Plaintiff's Complaint is dismissed with prejudice and without costs to any party.

This is a final order, resolves all pending claims, and closes this case.

Dated: _____

Circuit Court Judge

Stipulated as to form and substance:

VIVIANO, PAGANO, & HOWLETT PLLC

DICKINSON WRIGHT PLLC

Joseph E. Viviano (P60378)
Attorneys for Plaintiff
48 S. Main Street, Suite 2
Mt. Clemens, Michigan 48043
586-469-1580
joe@vivianolaw.com

Peter H. Webster (P48783)
Attorneys for Defendants
2600 West Big Beaver Road, Suite 300
Troy, MI 48084
248-433-7200
pwebster@dickinsonwright.com

DETROIT 12840-368 1418178v4

Macomb Interceptor Drain - 12/12/17

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
Macomb Interceptor Drain Administration	Chapter 20 Chesterfield - 7.06912% Clinton - 21.19453% Fraser - 4.20779% Harrison - 5.83288% Lenox - 7.6183% Macomb - 13.78561% New Haven - .80870% Shelby - 9.87770% Sterling Heights - 31.74642%	Keskeny	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 3,400.00	Invoice 370806 - 11/13/17 Engineering Services - ending 11/3/17	Boundary Survey - Garfield Property		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,093.06	Invoice #371107 - 11/13/17 Engineering Services - ending 11/3/17	As-needed Engineering Services		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,479.00	Invoice #371121 - 11/13/17 Engineering Services - ending 11/3/17	SAW Grant Oversight - MID		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,827.00	Invoice #371122 - 11/13/17 Engineering Services - ending 11/3/17	SAW Grant Oversight - NGI		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,042.50	Invoice #371125 - 11/13/17 Engineering Services - ending 11/3/17	GLWA Assistance		
		Astorino	Johnson & Anderson	\$ 3,200.00	Invoice #41093 - 11/15/17 Engineering Services - ending 11/4/17	Conversion of MCMARS to Bluewater		
		Astorino	Macomb County	\$ 301,432.34	Invoice #AR170879 - 11/7/17	3rd Quarter Reimbursement - Personnel & Operating Expenses		
		Astorino	Motor City Electric Technologies, Inc.	\$ 8,123.47	Invoice #34352 - 6/19/17	SCADA Upgrades		
		Astorino	Motor City Electric Technologies, Inc.	\$ 534.00	Invoice #91360 - 9/28/17	Create Sonicwall & domain SCADA for new employees		
		Astorino	City of Mount Clemens	\$ 14,567.25	Invoice #12103 - 11/17/17	Sewage Flow Billing - 9/23/17 - 10/20/17		
		Clintondale P.S.	Astorino	DTE Energy	\$ 10,334.34	Monthly Electrical - 9/5/17 - 10/2/17		
			Astorino	DTE Energy	\$ 13,037.66	Monthly Electrical - 10/3/17 - 11/1/17		
			Astorino	HESCO	\$ 3,500.00	Invoice #20170287 - 11/16/17	Annual O&M on Pumps	
Astorino	Macomb Mechanical, Inc.		\$ 1,975.00	Invoice #32609 - 11/29/17	Replace bearings, shaft & motor on exhaust fan			
15 Mile Sinkhole	Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 3,220.55	Invoice #0115907 - 11/7/17	Paving Restoration			
	Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 3,420.56	Invoice #0115909 - 11/7/17	PCI 12A Cleaning & Repairs			
	Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 18,780.02	Invoice #0115910 - 11/8/17	MASW Investigation			
	Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 254,056.96	Invoice #0115913 - 11/9/17	15 Mile Road Recovery Shaft			
	Bantios	Dan's Excavating, Inc.	\$ 2,634,496.21	Construction Estimate #8 - 11/28/17	15 Mile Road Recovery Shaft			
	Stockel	DTE Energy	\$ 1,489.70	Emergency Shut-off & Restore	Sinkhole			
	Slaneck	EJ USA, Inc.	\$ 1,678.10	Invoice #0001162054 - 11/6/17	Manhole Covers			

Macomb Interceptor Drain - 12/12/17

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
15 Mile Sinkhole (Continued)		Astorino	Fraser Senior Housing (City of Fraser)	\$ 635.00	Invoice #7698-2017 - 12/1/17	Lease Payment - George & Lillian Raimondi	
		Astorino	Fraser Senior Housing (City of Fraser)	\$ 635.00	Invoice #7699-2017 - 1/1/2018	Lease payment - George & Lillian Raimondi	
		Astorino	Omar Malik	\$ 1,950.00	Invoice #7285-2017 - 12/1/17	Lease Payment - Tammetrice Smith & Salam Tobiya	
		Astorino	Omar Malik	\$ 1,950.00	Invoice #7286-2017 - 1/1/2018	Lease payment - Tammetrice Smith & Salam Tobiya	
Meters		Astorino	HESCO	\$ 1,450.00	Invoice #10149 - 11/7/17	MID Meter Repair	
		Astorino	HESCO	\$ 15,610.00	Application #12 - 11/13/17	MID Meter Maintenance	
		Bantios	Hubbell, Roth & Clark, Inc.	\$ 17,707.20	Invoice #0150880 - 4/3/17	Meter Pit Evaluations	
		Bantios	Hubbell, Roth & Clark, Inc.	\$ 1,162.50	Invoice #0155824 - 10/20/17	Meter Pit Evaluations	
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 3,166.50	Invoice #0156770 - 11/21/17	Meter Pit Evaluations	
NGI SAW 1406-01 (Closing date 10/2017)		Astorino	METCO Services, Inc.	\$ 78,827.12	Invoice #1411-4D - 10/31/17 - Final	Asset Management Program Implementation	
		Astorino	Ultimate Lawn Services	\$ 920.00	Invoice #3824 - 10/27/17	Mowing of ARV Sites	
OMID		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 696.00	Invoice #371119 - 11/13/17	As-needed Engineering Services - Flow Metering Work Group	
					Engineering Services - ending 11/3/17		

Total \$ 3,407,397.04

Income Statement
MIDDD
As of November 30, 2017

	30-Jun-17	7-1-17 to 11-30-17
Revenues		O&M*
Expenditures		23,915,479
Equity	33,301,122	41,079,416

NOTES

Projected reserve at 6/30/2018 is

* Includes following Projects:

Dec 2016 Sinkhole

	9,500,000	
Revenue	75,281,735	70,000,000
Expenditures	66,577,198	5,150,000
Net	8,704,537	131,735

2017A Bond
State Grant
Clinton Twp share of AEW invoice

4 SAW Grants

Revenue	868,259
Expenditures	310,462
Net	557,797

Sewage Metering(SRF 5487-01)

Revenue	56,307
Expenditures	(23,184)
Net	79,491