

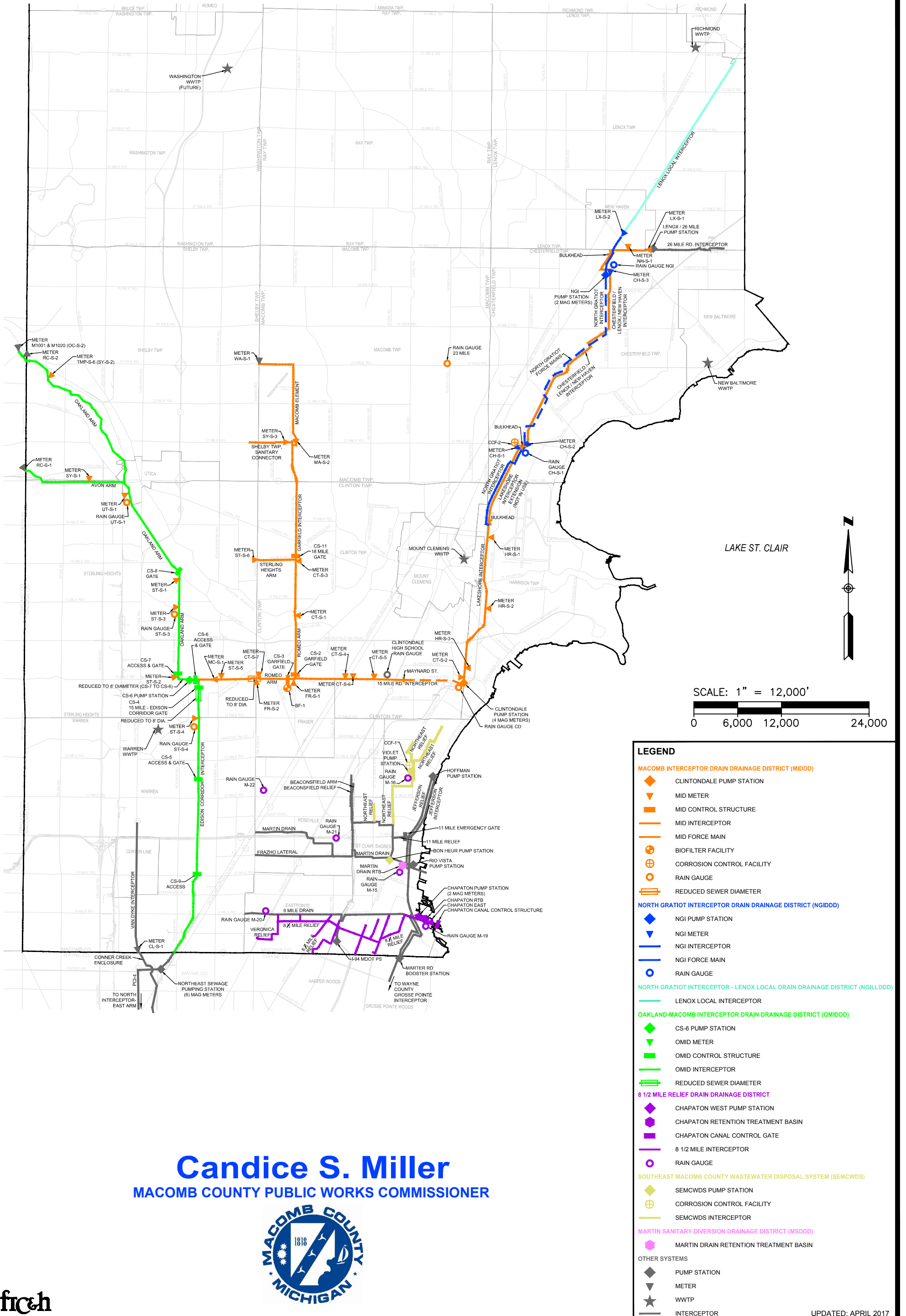
MARTIN SANITARY DIVERSION DRAIN
INTRA-COUNTY DRAINAGE BOARD
SEPTEMBER 13, 2021
10:00 A.M.
AGENDA

**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE
OPTION**

**Call in Number: 1-434-481-1283
Access Code: 289 083 706**

| | Page |
|--|------|
| 1. Call of meeting to order and roll call | |
| 2. Approval of Agenda for September 13, 2021 | |
| 3. Approval of Minutes for August 9, 2021 | 3 |
| 4. Public Participation | |
| 5. Project Update – Vince Astorino | 5 |
| 6. Martin Flushing Improvements – Bid Award – Vince Astorino | 7 |
| Motion: To award the bid to L. D’Agostini & Sons Inc. in the amount of \$610,049.34 for the Martin Flushing Project. | |
| 7. Consideration for approval of invoices (see attached) | 17 |
| 8. Financial Report – Bruce Manning | 18 |
| 9. Adjourn | |

MACOMB COUNTY WASTEWATER SYSTEMS



Candice S. Miller

MACOMB COUNTY PUBLIC WORKS COMMISSIONER



| LEGEND | |
|--|--|
| MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (MIDDD) | |
| | CLINTONDALE PUMP STATION |
| | MID METER |
| | MID CONTROL STRUCTURE |
| | MID INTERCEPTOR |
| | MID FORCE MAIN |
| | BIOFILTER FACILITY |
| | CORROSION CONTROL FACILITY |
| | RAIN GAUGE |
| | REDUCED SEWER DIAMETER |
| NORTH GRATIOT INTERCEPTOR DRAIN DRAINAGE DISTRICT (NGIDDD) | |
| | NGI PUMP STATION |
| | NGI METER |
| | NGI INTERCEPTOR |
| | NGI FORCE MAIN |
| | RAIN GAUGE |
| NORTH GRATIOT INTERCEPTOR - LENOX LOCAL DRAIN DRAINAGE DISTRICT (NGILLDD) | |
| | LENOX LOCAL INTERCEPTOR |
| OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (OMIDDD) | |
| | CS-6 PUMP STATION |
| | OMID METER |
| | OMID CONTROL STRUCTURE |
| | OMID INTERCEPTOR |
| | REDUCED SEWER DIAMETER |
| 8 1/2 MILE RELIEF DRAIN DRAINAGE DISTRICT | |
| | CHAPATON WEST PUMP STATION |
| | CHAPATON RETENTION TREATMENT BASIN |
| | CHAPATON CANAL CONTROL GATE |
| | 8 1/2 MILE INTERCEPTOR |
| | RAIN GAUGE |
| SOUTHEAST MACOMB COUNTY WASTEWATER DISPOSAL SYSTEM (SEMCWDS) | |
| | SEMCWDS PUMP STATION |
| | CORROSION CONTROL FACILITY |
| | SEMCWDS INTERCEPTOR |
| MARTIN SANITARY DIVERSION DRAINAGE DISTRICT (MSDD) | |
| | MARTIN DRAIN RETENTION TREATMENT BASIN |
| OTHER SYSTEMS | |
| | PUMP STATION |
| | METER |
| | WWTP |
| | INTERCEPTOR |

UPDATED: APRIL 2017

An adjourned meeting of the Intra-County Drainage Board for the **MARTIN SANITARY DIVERSION DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham, Clinton Township, Michigan, and virtually per the State Public Act 254 of 2020, on August 9, 2021, at 10:01 A.M.

PRESENT: Candice S. Miller, Chair
Harold Haugh, Member
Bryan Santo, Member

ALSO PRESENT: Veronica Klinefelt, Don VanSyckel, Macomb County Board of Commissioners; Stephen Downing, Construction & Maintenance Manager, Brian Baker, Chief Deputy, Bruce Manning, Financial Manager, Vince Astorino, Operations & Flow Manager, Kellie Kource, Drain Account Specialist, Norb Franz, Communications Manager, Dan Acciavatti, Deputy Government Relations, Denise Harwood, Fiscal Analyst, Macomb County Public Works; Sydney Hilgendorf, Sterling Heights; Ben Aloia, Attorney

The meeting was called to order by the Chair, Candice S. Miller. A motion was made by Mr. Haugh, supported by Mr. Santo to approve the agenda as presented.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of July 12, 2021 were presented. A motion was made by Mr. Haugh, supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

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

Mr. Astorino updated the board that the wet weather events went as well as it could for Martin with no major issues to report. We did have to discharge some flow from the facility in the last rain event, and will be meeting with the City of Roseville on the in-system storage project considered for Martin. In-system storage at Martin would significantly lessen discharges during future rain events.

The disinfection project is wrapping up, with one final walk through scheduled before closing the project.

A motion was made by Mr. Haugh, supported by Mr. Santo to receive and file the project update by Mr. Astorino.

Adopted: YEAS: 3
NAYS: 0

Mr. Baker and Mr. Manning updated the board on the proposed 2021/22 Martin budget. The budget was also presented to the communities with a breakdown of the budget so they can see where their money is being spent.

A motion was made by Mr. Haugh, supported by Mr. Santo to approve the 2021/22 Martin Sanitary Diversion Drain budget and revenue requirement for the fiscal year beginning October 1, 2021.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$30,653.85 to the board for review and approval.

A motion was made by Mr. Santo, supported by Mr. Haugh 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. Haugh and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Haugh, supported by Mr. Santo that the meeting of the Martin Sanitary Diversion Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 10:30 a.m.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taking by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on August 9, 2021 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, Chair
Macomb County Public Works Commissioner

DATED: 8/9/21



Candice S. Miller

Public Works Commissioner
Macomb County

To: Martin Sanitary Diversion Drainage District Board Members

CC: File

From: Vincent Astorino, Operations & Flow Manager

Date: September 13, 2021

Subject: Construction Projects Status Updates for the September 2021 Board Meeting

The following provides a status update for construction work completed within the Martin Sanitary Diversion Drain District (MSDDD) for the previous month.

Wet Weather Operations

Wet Weather Event 1: August 12, 2021

Rainfall: 2.07 inches

Treated Discharge Volume: 56.5 MG Total

Water Quality Numbers: 115 cts / 100 ml geometric mean (Permit maximum is 300 cts/ml)

Description: While the rain totals are not that significant, this was an intense rain event where the majority of the total rain fell within one hour. The North end of St. Clair Shores received upwards of 3 inches of rain in that time period. The Martin RTB was close to hitting its design flow capacity. E. Coli numbers were higher during this event and that is mainly due to having to divert the Jefferson Interceptor at 11 Mile through the Martin RTB for an extended period of time. All combined sewage was treated within our permit limits and there were no violations or major issues at the Martin RTB for this event.

Chapaton & Martin Disinfection Replacement Project

Contractor: Weiss Construction

Engineering Consultant: Wade Trim

Project Description:

This project consists of the complete replacement of the disinfection systems at Chapaton and Martin. Macomb County Public Works Office (MCPWO) staff identified that a critical capital improvement need for the Chapaton and Martin RTB's was the replacement of the disinfection systems. These are systems that were installed in approximately 1978 and have exceeded the end of their useful life. MCPWO staff has worked diligently to keep the existing disinfection pumps in service as they are prone to failure and require expensive, difficult to obtain parts. The project involves all disinfection chemical feed pumps, new electrical controls and VFDs, and new disinfection and sample piping within the Chapaton RTB.

Significant project tasks that have occurred over the past month:

1. Completed miscellaneous punchlist items
2. Performed final walk-thru

Construction Costs:

| | Date (if applicable) | Amount |
|--------------------------|----------------------|---------------|
| Original Contract Amount | | \$995,925.00 |
| Change Order #1 | 12/16/20 | (\$16,337.83) |
| Change Order #2 | 04/28/21 | (\$21,333.02) |
| Revised Contract Amount | | \$958,254.15 |
| Total Spent to Date | Pay Apps #1-9 | \$856,669.73 |
| Remaining Budget | | \$101,584.42 |



Candice S. Miller

Public Works Commissioner
Macomb County

To: Martin Sanitary Diversion Drainage District Board Members

CC: File

From: Vincent Astorino, Operations & Flow Manager

Date: September 1, 2021

Subject: Martin Flushing Improvements – Contractor Recommendation

Macomb County Public Works Office (MCPWO), on behalf of the Martin Sanitary Diversion Drainage District, has coordinated the Martin Flushing Project which consists of flushing improvements within the Martin Retention Treatment Basin (RTB). Various flushing piping improvements have been made throughout the years to the Martin facility but all have since been abandoned-in-place. This abandonment was primarily the result of the discovery of polychlorinated biphenyls (PCBs), a subset of chemicals harmful to human and environmental health, within the 10 Mile Drain which at the time was the source of the flushing water for the RTB.

The RTB sat un-flushed for an extended period of time leading to odor issues and a reduction of the storage volume as a result from mounded sediment. In 2016, MCPWO contracted with Anderson, Eckstein & Westrick (AEW) to initiate the Martin RTB Pilot Flushing Program with the Michigan Department of Environment, Great Lakes, and Energy (EGLE, then known as MDEQ). This program consisted of the installation of temporary stoplogs at strategic locations within the Martin RTB and then the diversion of dry-weather flow from the Martin Drain through the RTB to scour the floor. MCPWO utilized old road signs and aluminum truck loading ramps to serve as the stoplogs. Although primitive, the program was a success and MCPWO now wishes to convert these stoplogs into permanent gates and concrete weirs. The reconfiguration of the stoplogs is labor-intensive requiring workers to make several confined-space entries to make adjustments and is also a safety concern as staff are required to make multiple confined space entries for this work. The proposed improvements will allow operators to remotely control the gates while the concrete weir is a passive device.

In January 2021, MCPWO contracted with AEW (via Fishbeck as-needed contract) to prepare contract documents. The design cost for this project was \$69,960. Detailed plans and specifications were then prepared and the project was publicly advertised on MITN. On August 25, 2021, MCPWO received the three (3) unit price bids as follows:

- L. D'Agostini & Sons Inc. – \$ 610,049.34
- Weiss Construction Co. LLC – \$ 757,050.00
- Z Contractors Inc. – \$ 844,750.00

OFFICE LOCATION: 21777 Dunham Road, Clinton Township, Michigan 48036 • Phone: 586-469-5325 • Fax: 586-469-5933
ENGINEERING • Phone: 586-469-5910 • Fax: 586-469-7693 ♦ **SOIL EROSION** • Phone: 586-469-5327 • Fax 586-307-8264

AEW performed a review of the documents submitted by L. D'Agostini & Sons Inc. and has indicated they believe they are capable of performing the work.

MCPWO staff is recommending to award the contract to by L. D'Agostini & Sons Inc. in the total amount of \$610,049.34 to perform the work associated with the Martin Flushing Project. The remaining budget available is \$795,040 and construction administration will still need to be accounted for which will come to the board at a later date. MCPWO staff is confident that LDS will be able to perform the work for the bid price. Upon board approval, MCPWO staff will coordinate with LDS to finalize the contract.

Attachments: LDS Bid Form Dated 08-25-21
AEW Recommendation Letter Dated 08-31-21



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township, MI 48315

586.726.1234
www.aewinc.com

August 31, 2021

Vince Astorino, Operations and Flow Manager
Macomb County Public Works
21777 Dunham Road
Clinton Township, Michigan 48036

Reference: Recommendation of Award
Martin Flushing Improvements
AEW Project No. 0211-0210
MCPWO Project No. WWS-WWS-2021-005

Dear Mr. Astorino:

Following public bid solicitation, the bids were publicly opened for the Martin Flushing Improvements project at the Macomb County Public Works Offices on August 25, 2021. The certified low bidder is L. D'Agostini & Sons Inc. (15801 23 Mile Road, Macomb Township MI 48042) with a base bid of \$498,299.34 and a base bid with allowances of \$610,049.34. The bid tabulation is as follows:

| Bidder | Base Bid | Base Bid w/allowances |
|----------------------------|--------------|-----------------------|
| L. D'Agostini & Sons Inc. | \$498,299.34 | \$610,049.34 |
| Weiss Construction Co. LLC | \$645,300.00 | \$757,050.00 |
| Z Contractors Inc. | \$733,000.00 | \$844,750.00 |

We recommend that the proposed work be awarded to L. D'Agostini & Sons Inc. for the base bid with allowance amount of \$610,049.34. L. D'Agostini & Sons Inc. is qualified to construct this project and has successfully performed similar work in the past.

Sincerely,

Louis J. Urban, P.E.
Senior Project Engineer

cc: Steve Wagner, P.E., MCPWO
Brian Baker, MCPWO
Maria Sedki, P.E., Fishbeck

Enclosure: MCPWO Bid Tabulation
M:\0211\0211-0210\Gen\Letters\Recommendation of Award.docx

| | Base Bid | LDS | Weiss | Z Contractors |
|---|----------------------------------|---------------------|---------------------|----------------------|
| 1 | Gen Conditions | \$24,042.57 | \$37,800.00 | \$40,000.00 |
| 2 | Hole Mod, Gate Install, Riser | \$252,775.30 | \$270,000.00 | \$125,000.00 |
| 3 | Remove Stoplogs & Construct Weir | \$33,329.97 | \$65,000.00 | \$100,000.00 |
| 4 | Hydraulic Tubing | \$62,888.33 | \$192,000.00 | \$353,000.00 |
| 5 | Instrumentation Conduit | \$59,967.28 | \$49,000.00 | \$105,000.00 |
| 6 | Restoration | \$65,295.89 | \$31,500.00 | \$10,000.00 |
| | Total Base Bid | \$498,299.34 | \$645,300.00 | \$733,000.00 |
| | | | | |
| | Allowances | | | |
| 1 | Colville | \$29,250.00 | \$29,250.00 | \$29,250.00 |
| 2 | HESCO | \$77,500.00 | \$77,500.00 | \$77,500.00 |
| 3 | Permits | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| | Total Allowances | \$111,750.00 | \$111,750.00 | \$111,750.00 |
| | | | | |
| | Total Base + Allowances | \$610,049.34 | \$757,050.00 | \$844,750.00 |

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Martin Sanitary Diversion Drainage District**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

| Item No. | Description | Amount |
|----------|--|----------------------|
| 1 | Bonds, Insurance, and Mobilization (5% Max) | \$ 24,042.57 |
| 2 | Hole Modifications, Sluice Gates & Riser Structures | \$ 252,775.30 |
| 3 | Remove Stop Logs and Appurtenances and Construct Concrete Weir | \$ 33,329.97 |
| 4 | Hydraulic Tubing | \$ 62,888.33 |
| 5 | Instrumentation Conduit | \$ 59,967.28 |
| 6 | Site Maintenance & Restoration | \$ 65,295.89 |
| | TOTAL LUMP SUM BID PRICE | \$ 498,299.34 |

~~2.~~
Lump Sum Price (Base Bid and Alternates)

| | |
|--|----|
| Lump Sum Bid Price for Base Bid | \$ |
| Alternate A [Add] [Deduct] | \$ |
| Alternate B [Add] [Deduct] | \$ |

3. ~~Lump Sum Price (Sectional Lump Sum Bids)~~

| | |
|---|----|
| Lump Sum Bid Price for Section I only | \$ |
| Lump Sum Bid Price for Section II only | \$ |
| Lump Sum Bid Price for Section I and II | \$ |

B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

| | |
|---|---------------------|
| Lump Sum for Cash Allowance 1 – Colville Electric | \$ 29,250.00 |
| Lump Sum for Cash Allowance 2 – HESCO | \$ 77,500.00 |
| Lump Sum for Cash Allowance 3 – Permits | \$ 5,000.00 |
| TOTAL FOR ALL LUMP SUM CASH ALLOWANCES | \$111,750.00 |

C. ~~All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

| | |
|---|----|
| Lump Sum Contingency Allowance 1 | \$ |
| Lump Sum Contingency Allowance 2 | \$ |
| Lump Sum Contingency Allowance 3 | \$ |
| Total for all Lump Sum Contingency Allowances | \$ |

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price \$ | Bid Amount \$ |
|----------|-------------|------|--------------------|-------------------|---------------|
| | | | | | |
| | | | | | |
| | | | | | |

B. Bidder will perform the following Alternatives Work at the indicated unit prices:

1. ~~ALTERNATE A BID~~ _____

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|---|-------------|------|--------------------|----------------|------------|
| | | | | | |
| | | | | | |
| Total of All ALTERNATE A Unit Price Bid Items | | | | | \$ |

C. Bidder will perform the following Alternatives Work at the indicated unit prices:

1. ~~ALTERNATE B BID – ADD CHANTICLEER PEAR TREE TO BASE BID:~~ _____

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|----------|-------------|------|--------------------|----------------|------------|
| | | | | | |

| | | | | | |
|---|--|--|--|--|----|
| | | | | | |
| Total of All ALTERNATE B Unit Price Bid Items | | | | | \$ |

D. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Base Bid Price (Lump Sum and Cash Allowances)

| | |
|--|--------------|
| Total Base Bid Price (Total of all Lump Sum and Cash Allowances) | \$610,049.34 |
|--|--------------|

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

| Addendum Number | Addendum Date |
|-----------------|-----------------|
| 1 | August 23, 2021 |
| | |
| | |

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:


1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

L. D'Agostini & Sons, Inc.


By: 
(individual's signature)

Name: Michael D'Agostini
(typed or printed)

Title: Secretary/Treasurer
(typed or printed)

Date: August 25, 2021
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: **Robert D'Agostini**
(typed or printed)

Title: **President**
(typed or printed)

Date: August 25, 2021
(typed or printed)

Address for giving notices:

15801 23 Mile Road, Macomb, MI 48042

Bidder's Contact:

Name: Michael D'Agostini
(typed or printed)

Title: Secretary/Treasurer
(typed or printed)

Phone: (586) 781-5800

Email: miked@ldagostini.com

Address: 15801 23 Mile Road, Macomb, MI 48042

Bidder's Contractor License No.: (if applicable) _____

| <u>Funding Source</u> | <u>Apportionment</u> | <u>Manager</u> | <u>Vendor</u> | <u>Amount</u> | <u>Invoice Detail</u> | <u>Project Summary</u> | <u>Project Balance</u> |
|--|---|----------------|----------------------------|---------------|--------------------------------|--|------------------------|
| Martin Sanitary Diversion Drain | Chapter 20 Roseville - 78.09% St. Clair Shores - 21.91% | | | | | | |
| | | Astorino | Colville Electric Co., LLC | \$ 690.00 | Invoice #210266 - 5.24.21 | Pump Repair | |
| | | Astorino | Colville Electric Co., LLC | \$ 2,297.00 | Invoice #210430 - 6.30.21 | Hydraulic Power Unit Modifications | |
| | | Astorino | Colville Electric Co., LLC | \$ 567.00 | Invoice #210480 - 8.27.21 | Gate Position Sensor Troubleshooting | |
| | | Astorino | DTE Energy | \$ 602.38 | Invoice #RW8NP-65JVN - 8.18.21 | Monthly Electric - 7.20.21 - 8.16.21 | |
| | | Astorino | Fishbeck | \$ 23,217.03 | Invoice #403340 - 8.12.21 | In-System Storage Design | \$ 335,502.97 |
| | | Astorino | Fishbeck | \$ 11,853.37 | Invoice #403309 - 8.12.21 | Flushing/Design - AEW | \$ 25,712.23 |
| | | Astorino | JCI Jones Chemicals Inc. | \$ 4,292.36 | Invoice #861871 - 7.30.21 | Hypochlorite Solution - 4,445 Gallons | |
| | | Astorino | JCI Jones Chemicals Inc. | \$ 4,277.80 | Invoice #864475 - 8.20.21 | Hypochlorite Solution | |
| | | Astorino | NexGen | \$ 2,156.25 | Invoice #2959 - 8.5.21 | License/Contractor Portal - 10.20.20 - 9.30.22 | |
| | | Astorino | Wade Trim | \$ 701.25 | Invoice #2021737 - 8.30.21 | Martin Disinfection Improvements | \$ 16,100.77 |
| | | Astorino | Weiss Construction | \$ 1,902.60 | Invoice #PAY EST #9 - 8.28.21 | Disinfection Improvements through 8.31.21 | \$ 101,581.82 |
| | | Astorino | Wonderware North | \$ 1,396.65 | Invoice #91876 - 8.6.21 | Wonderware Renewal | |
| | | Total | | | \$ 53,953.69 | | |

YTD Budget

Fund: Martin Sanitary Diversion

As of Fiscal Period: Oct 1, 2020-Aug 31, 2021(92%)

| DESCRIPTION | 2021 FINAL BUDGET | ENCUMBERED | ACTUAL | REMAINING BUDGET | PCT UTILIZED |
|--|----------------------|------------|-----------|---------------------|--------------|
| REVENUE ACCOUNTS | | | | | |
| Investment Inc-Interest | 4,500 | | 963 | 3,537 | 21.4% |
| Contribution from Community | | | 400,000 | (400,000) | 100.0% |
| Reimb-Local Communities | 920,550 | | 920,550 | - | 100.0% |
| PY Revenue-Fund Balance | 611,175 | | | 611,175 | 0.0% |
| <i>Total Revenue Accounts</i> | 1,536,225 | - | 1,321,513 | 214,712 | 86.0% |
| EXPENSE ACCOUNTS | | | | | |
| Application/Permit Fee | 6,000 | | | 6,000 | 0.0% |
| Dues, Training, Conf, Subs. | 2,560 | | | 2,560 | 0.0% |
| <u>Engineering</u> | | | | | |
| -As Needed Engineering | 18,725 | | 14,393 | 4,332 | 76.9% |
| -Misc Sewer Repairs | 20,000 | | | | |
| - Disinfection System Replacement ⁽²⁾ | 175,000 | | 203,942 | (28,942) | 116.5% |
| -CCTV of Dewatering Line and Influent and Effluent Boxes | 25,000 | | 17,288 | 7,712 | 69.2% |
| -Design Flushing System Upgrades & First Flush Capture | 865,000 | | 62,655 | 802,345 | 7.2% |
| -Replace Drain Gate Hydraulic Accumulator ⁽¹⁾ | - | | 13,333 | (13,333) | 100.0% |
| -Design Basin Equipment Hatch | 9,950 | | 2,050 | 7,900 | 20.6% |
| -In System Storage Part of Money will receive from SEMSD | - | | 23,217 | (23,217) | 100.0% |
| New Equipment | 34,000 | | 25,761 | 8,239 | 75.8% |
| Operating Supplies | 48,640 | | 33,483 | 15,157 | 68.8% |
| Other Professional Svcs | 11,000 | | 6,122 | 4,878 | 55.7% |
| Personnel Services | 205,200 | | 85,253 | 119,947 | 41.5% |
| Repair & Maintenance | 28,740 | | 23,671 | 5,069 | 82.4% |
| Scada System | 46,260 | | 34,775 | 11,485 | 75.2% |
| Utilities | 40,150 | | 28,809 | 11,341 | 71.8% |
| <i>Total Expense Accounts</i> | 1,536,225 | - | 574,752 | 941,473 | 37.4% |

| | O&M Balance 9/30/2020 | O&M | Total 8/31/2021 |
|----------------------------|--------------------------|-----------|--------------------|
| Cash - Operating | 1,123,849 | 746,761 | 1,870,610 |
| Accounts Receivable | | | 0 |
| Assets | | | 0 |
| Liabilities | | | 0 |
| Revenues | | 1,321,513 | 1,321,513 |
| Expenditures | | 574,752 | 574,752 |
| Equity | 1,123,849 | | 1,870,610 |

Detail of 2020 Equity

| | |
|---|---------|
| Design Basin Equipment Hatch | 9,950 |
| Replace Drain Gate Hydraulic Accumulator ⁽¹⁾ | 33,844 |
| As Needed Engineering | 18,725 |
| Design Flushing System Upgrades & First Flush Capture | 375,000 |
| CCTV of Dewatering Line & Influent and Effluent Boxes | 25,000 |
| Disinfection System Replacement ⁽²⁾ | 129,501 |
| TRC Equipment | 7,500 |
| Pickup Truck | 3,900 |
| SCADA Reserves | 16,913 |
| Capital Reserves | 503,516 |