

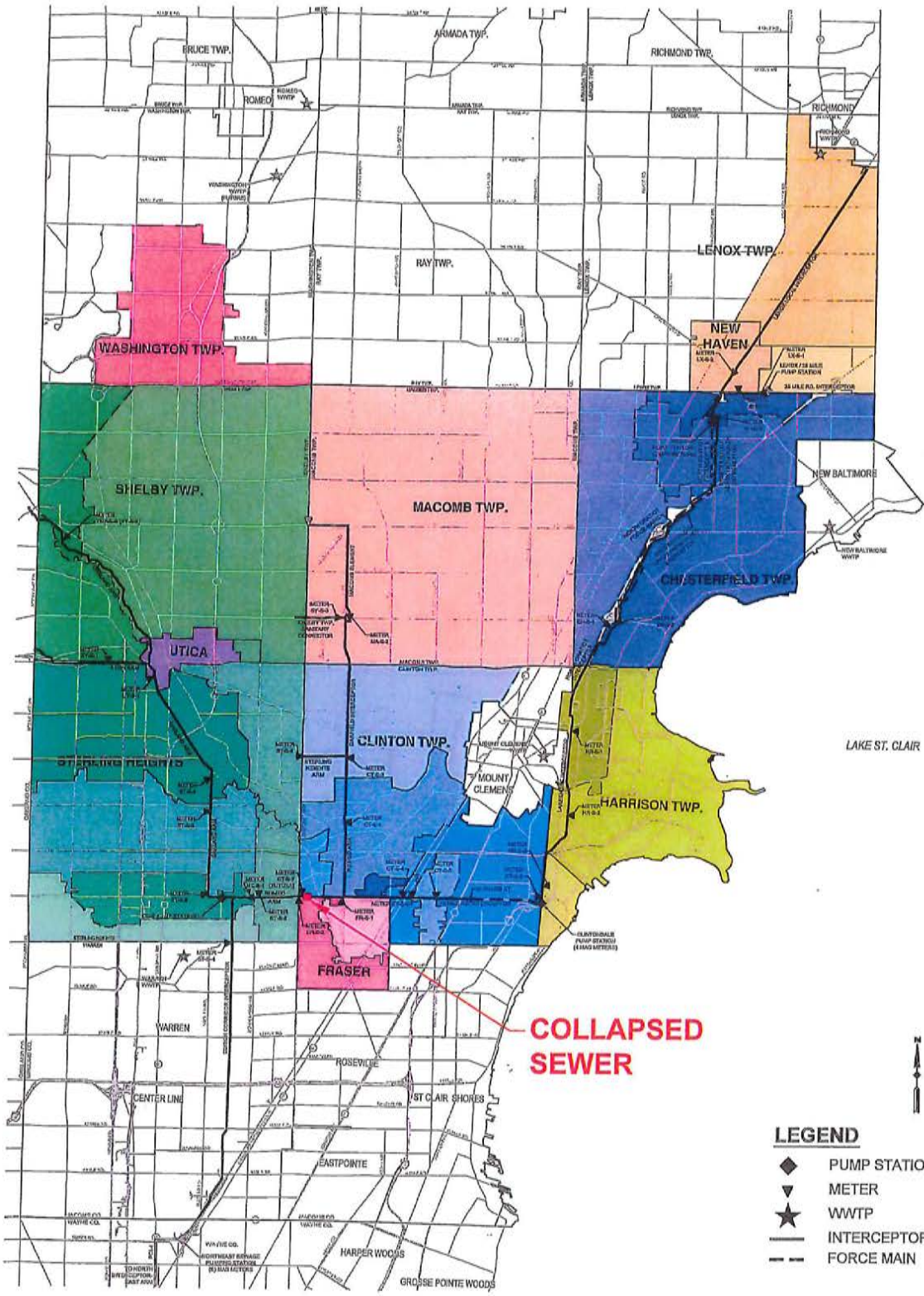
MACOMB INTERCEPTOR DRAIN
SEPTEMBER 11, 2017
11:00 A.M.
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for September 11, 2017	
3. Approval of Minutes for August 7, 2017	3
4. Public participation	
5. 15 Mile Interceptor Repair Project Update – Evans Bantios	
6. Motion: Approve Change Order No. 5 from Dan’s Excavating, Inc. to include 15 Mile Road/Eberlein Drive Restoration for an increase of \$3,426,968.10 – Evans Bantios	5
7. Motion: Approve Change Order No. 1 for RedZone Robotics, Inc. for re-inspection of the Romeo Arm downstream of the sinkhole, 221 linear feet of the Edison Corridor and 7,578 linear feet of the North Gratiot Interceptor for an increase of \$70,730.30 – Vince Astorino	17
8. Motion: Approve the Administrative Consent Order with the MDEQ – Vince Astorino	20
9. Motion: Approve payment of invoices on attached spreadsheet, as presented – Brian Baker	47
10. MIDD Financial Report – Bruce Manning	
11. Old Business	51
12. New Business	
13. Adjourn	

Next Regular Meeting

October 16, 2017 at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036 at 11:00 a.m.

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



COLLAPSED SEWER

- LEGEND**
- ◆ PUMP STATION
 - ▲ METER
 - ★ WWTP
 - INTERCEPTOR
 - - - FORCE MAIN



Candice S. Miller
 MACOMB COUNTY PUBLIC WORKS COMMISSIONER

fitch
 UPDATED: FEBRUARY 2017

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 August 7, 2017 at 11:26 A.M.

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

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Keith Graboske, P.E., Chief Engineer, Vincent Astorino, Engineer II, Evans Bantios, Engineer II, Dan Heaton, Public Relations Manager, Anthony Forlini, Operations Manager, Bruce Manning, Financial Manager, Thomas Stockel, Construction Engineer, Barbara Delecke, Administrative Services, Macomb County Public Works; Don Coddington, Chesterfield Township; Jared Beaudoin, City of Sterling Heights; David Richmond, P.E., Spalding DeDecker Associates

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

Minutes of the meeting of July 10, 2017 were presented and approved on a motion by Mr. Mijac, supported by Mr. Santo 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 sinkhole repair. Dan's Excavating, Inc. is two days from having the old pipe completely removed from the system. Jay Dee Contractors will begin lining the sewer upstream from the sinkhole. Doetsch has been vactoring the sewer and Inland Waters has been grouting voids in the pipe from CS-3 to the sinkhole. There have been resident complaints about odors; however, the meters are not reading dangerous levels. The flow could be restored to the sewer by Labor Day. A restoration plan is being put together by Dan's Excavating to have 15 Mile Road opened up by year's end. The cost to date on the sinkhole is estimated at \$41 million.

On August 4, 2017, a vehicle drove through the job site. One of the backup generators was damaged.

RedZone Robotics is on-hold for the sewer inspections until flow is restored to the pipe. They are about 60 percent complete on the inspections for the MID. A portion of the pipe, east of Garfield Road was repaired in 2010 and is failing again. There are a few suspect areas that will be investigated to ensure there are no voids in the soil surrounding the pipe. The goal is have inspections completed by January 2018 and a full project plan completed by June 2018.

Each year, the two forcemains at the North Gratiot Pump Station, which are 5 miles long and 22-inches in diameter, are cleaned out. Flowmore Services provided the best lowest bid of three companies and performed the same service last year. Mr. Astorino recommended hiring Flowmore Services to perform the cleanout.

A motion to award the contract to Flowmore Services in a not to exceed amount of \$16,435.00 for cleanout of two forcemains at the North Gratiot Pump Station was made by Mr. Mijac, supported by Mr. Santo.

Ayes: Mijac, Santo, Miller
Nays: None

Motion approved.

The Chair presented the invoices totaling \$8,718,384.97 to the board for review and approval.

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


Ayes: Mijac, Santo, Miller
Nays: None

Motion approved.

The financial report given by Mr. Manning was received and filed as submitted.

The next regular meeting will be held on September 11, 2017, 11:00 a.m. at the Macomb County Public Works Office.

The meeting was adjourned at 11:44 a.m. on a motion by Mr. Mijac, seconded by Mr. Santo, and unanimously approved.



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 August 7, 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: 8/8/17

8852.bd



Candice S. Miller
Public Works Commissioner
Macomb County

September 7, 2017

MEMORANDUM

TO: Brian Baker, Chief Deputy

FROM: Evans Bantios, P.E. *ebb*
Manager of Construction and Maintenance

RE: 15 Mile Road Sinkhole Project
Dan's Excavating Inc.

We negotiated with Dan's Excavating Inc. on unit prices for the restoration of the roadway and associated areas. We compared those prices to other projects that were bid this year. The unit prices are comparable. We request that the Macomb Interceptor Drain Drainage District Board approve Change Order No. 5 for the restoration portion of the 15 Mile Road Shaft Interceptor Repair Contract. Change Order No. 5 is for \$3,426,968.10

Attachments

8891.eb

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
CANDICE S. MILLER

CHANGE ORDER FORM

Change Order No. Five

RECEIVED
SEP 05 2017
MH

Owner: Macomb Interceptor Drain Drainage District (MIDDD)
21777 Dunham Rd., Clinton Twp., MI 48036

Contractor: Dan's Excavating, Inc. (DEI)
12955 23 Mile Road
Shelby Twp., MI 48315

Project: PCI-12A 15 Mile Road Interceptor Repair – Recovery Shaft

The Contract is modified as follows upon execution of this Change Order:

		Date: <u>08/31/17</u>
Previous Change Orders:	Change Order # <u>1, 2, 3 and 4</u>	Net Change from Previous Change Orders: <u>0</u>
Contract Times Net Change to Substantial Completion this Change Order:	<u>0 Days</u>	Contract Times Net Change to Final Completion this Change Order: <u>0 Days</u>
Substantial Completion Date with All Approved Change Orders:	<u>10-30-17</u>	Final Completion Date with All Approved Change Orders: <u>12-29-17</u>

Description:

PCI-12A 15 Mile Road Interceptor Recovery Shaft

Adjustments to the Recovery Shaft Contract for:

Incorporating the "15 Mile Road / Eberlein Drive Restoration" work into the "Recovery Shaft" Contract to accommodate opening 15 Mile Road to traffic on or before December 22, 2017 based upon the attached Engineering drawings and DEI unit price cost quotation.

MIDDD 17A Proj Fund

Date 9-5-17
Chief Deputy BD
Engineer(s) TRS
Coordinator(s) BD
Finance Officer HMS

Change Order No. 005 (WCD#5) is issued to DEI to incorporate the 15 Mile Road / Eberlein Drive Restoration work into the "Recovery Shaft" Contract to accommodate opening 15 Mile Road to traffic on or before December 22, 2017. The attached Engineering plan and DEI cost quotation detail the changes to the "Recovery Shaft" contract.

Based upon the attached Engineering drawings DEI has provided a unit price cost quotation including clarifications and exclusions for the Engineer estimated project quantities. These unit prices have been evaluated by the Engineer and found to be in accordance with recent competitively bid projects of similar size and scope. This DEI quotation includes the Item "Open to Traffic – Location 2" which accounts for the cost for cold weather concreting, grade protection and schedule acceleration to guarantee that 15 Mile Road will be restored on or before December 22, 2017. It is understood that DEI will make every concerted effort to complete the entire scope of restoration work on or before the aforementioned date.

The City of Sterling Height has requested additional pavement removal and replacement along 15 Mile Road west of Hayes Road at their expense based on the unit price quotation provided by Dan's Excavating Inc. An agreement for cost and schedule between the MIDDD and the City of Sterling Heights is to be ratified prior to DEI's engagement of the work.

No time extension is being granted with this Change Order as the Owner, Engineer and contractor acknowledge this Change Order includes costs to mitigate any potential impacts on the restoration of 15 Mile Road for which the Contractor is expected to mobilize additional resources as necessary and optimize all available time (including relaxation of work hour constraints if and where necessary) to achieve the aforementioned December 22, 2017 milestone date.

Stamp 9-5-17
Stamp 9-11-17

OFFICE OF THE MACOMB COUNTY PUBLIC WORKS COMMISSIONER
CANDICE S. MILLER

CHANGE ORDER FORM

Change Order No. Five

This Change Order represents a collaborated effort between the Office of the Macomb County Public Works, and Dan's Excavating Incorporated for agreement on cost and schedule impacts to the "Recovery Shaft" project resulting from the proposed "15 Mile Road / Eberlein Drive Restoration" additional work.

The Cost adjustment to the *Contract Price* for this Change Order No. 5 is as follows:

Total Cost adjustment to the "Recovery Shaft" Contract, per this Change Order 5 is: ADD \$3,426,968.10

The adjustment to the "Recovery Shaft" *Contract Time*, per this Change Order 5 is: 0 Days

The "Recovery Shaft" Contract Substantial Completion date, remains: October 30, 2017.

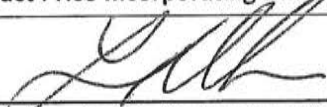
The "Recovery Shaft" Contract Final Completion, remains: December 29, 2017

Attachments:

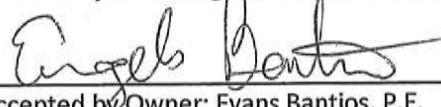
15 Mile Road / Eberlein Drive Restoration drawings

WCD No. 004- Pavement Restoration


Contract Price Prior to this Change Order:	\$ 35,912,743.16
Net Change of This Change Order:	\$ 3,426,968.10
Contract Price Incorporating this Change Order:	\$ 39,339,711.26


Recommended by Engineer: Louis Urban, PE
Senior Project Manager, Anderson, Eckstein & Westrick, Inc.

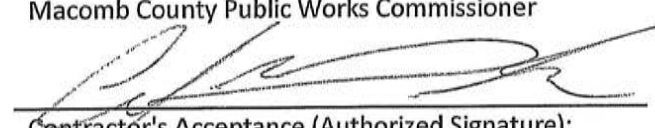
8/31/17
Date


Accepted by Owner: Evans Bantios, P.E.
Manager of Construction and Maintenance,
Macomb County Public Works

8/31/17
Date


Owner Authorization: Candice S. Miller
Macomb County Public Works Commissioner

9-6-17
Date


Contractor's Acceptance (Authorized Signature):
Dan's Excavating, Inc.

2017/08/31
Date

Work Change Directive No. 004

Date of Issuance: August 31, 2017	Effective Date: August 31, 2017
Owner: Macomb Interceptor Drain Drainage District	Owner's Contract No.: NA
Contractor: Dan's Excavating, Inc. (DEI)	Contractor's Project No.:
Engineer: Anderson, Eckstein and Westrick, Inc.	Engineer's Project No.: 0211-0184
Project: PCI-12A 15 Mile Road Interceptor	Contract Name: Interceptor Repair Recovery Shaft

The Contractor is directed to proceed promptly with the following Change(s): Incorporate the "15 Mile Road / Eberlein Drive Restoration Project" Changes to accommodate opening 15 Mile Road to traffic on or before December 22, 2017 based upon the attached Engineering drawings and DEI unit price cost quotation.

Description:

Work Change Directive No. 004 (WCD#4) is issued to DEI to incorporate the 15 Mile Road / Eberlein Drive Restoration work into the "Recovery Shaft" Contract to accommodate opening 15 Mile Road to traffic on or before December 22, 2017. The attached Engineering plan and DEI cost quotation detail the changes to the "Recovery Shaft" contract.

Based upon the attached Engineering drawings DEI has provided a unit price cost quotation including clarifications and exclusions for the Engineer estimated project quantities. These unit prices have been evaluated by the Engineer and found to be in accordance with recent competitively bid projects of similar size and scope. This DEI quotation includes the Item "Open to Traffic – Location 2" which accounts for the cost for cold weather concreting, grade protection and schedule acceleration to guarantee that 15 Mile Road will be restored on or before December 22, 2017. It is understood that DEI will make every concerted effort to complete the entire scope of restoration Work described in the attached documents on or before the aforementioned date.

This Change Order represents a collaborated effort between the Office of the Macomb County Public Works, and Dan's Excavating Incorporated for agreement on cost and schedule impacts to the "Recovery Shaft" project from the "15 Mile Road / Eberlein Drive Restoration" additional work.

Attachments:

DEI Itemized Cost Quotation
15 Mile Road / Eberlein Drive Restoration drawings Dated August 2017

Purpose for Work Change Directive:

WCD#5 directs the Contractor to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time (if any), is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ 3,426,968.10 (Unit price Extension)	[Increase]
Contract Time	Zero (0) days (*)	[No change]

(No time extension is being granted with this Directive as the Owner, Engineer and contractor acknowledge this Directive includes costs to mitigate any potential impacts on the restoration of 15 Mile Road for which the Contractor is expected to mobilize additional resources as necessary and optimize all available time (including relaxation of work hour constraints if and where necessary) to achieve the aforementioned December 22, 2017 milestone date.*

Basis of estimated change in Contract Price:

- | | |
|---|--|
| <input type="checkbox"/> Lump Sum | <input checked="" type="checkbox"/> Unit Price |
| <input type="checkbox"/> Cost of the Work | <input checked="" type="checkbox"/> Other (See Attached) |

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

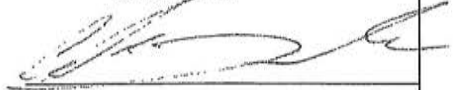
By:



By:



By:



Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title: Project Manager, AEW

Title: Manager of Construction, MCPW

Title: Project Manager

Date: August 31, 2017

Date: August 31, 2017

Date: August 31, 2017



Phone: 586-254-2040 • Fax: 586-254-5840
12955 23 Mile Road • Shelby Township, Michigan 48315

August 28, 2017

Anderson, Eckstein, and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, Michigan 48315

DEI/AEW-009

Attn: Mr. Lou Urban

Re: Pavement Restoration Quote – Revised 8/28/2017
AEW Project 0211-0183
PCI-12A 15 Mile Road Interceptor Repair Recovery Shaft

Mr. Urban,

Dan's Excavating appreciates the opportunity to provide a revised quote for the pavement restoration on the above reference project.

Our quote is based on the quantity breakdowns provided by AEW dated 08/21/2017 and plans dated August 2017.

For scheduling purposes, we are requesting a written response to our quote no later than September 8, 2017.

Should you have any questions please contact me at your earliest convenience.

Sincerely,
DAN'S EXCAVATING, INC.

Dennis
Rozanski
Dennis Rozanski
Vice-President

Digitally signed by Dennis Rozanski
DN: cn=Dennis Rozanski, o=Dan's
Excavating, Inc, ou=Project Manager,
email=drozanski@dansexc.com, c=US
Date: 2017.08.29 09:48:36 -0400

Restoration Quote Clarifications / Exclusions

- Quote based upon reaching a mutual agreeable schedule with the owner.
- We do not include layout, permits, inspection cost, testing of any kind and disposal of contaminate material.
- We do not include any electrical and traffic signal repairs of any kind except what is specifically shown on the plans.
- We do not include any temp modifications to traffic signals to maintain traffic except what is specifically shown on the plans.
- Quote does not include cold weather protection of any kind except for concrete paving as outlined on AEW's breakdown labelled "*Engineers Estimate 15 Mile Interceptor Repair Sta. 46+83 to 57+38.8*". This cost is included in the contact pay item "*Open to Traffic – Incentive / Winter Conditions*".
- Depending on weather conditions, work completed between November 1, 2017 and April 15, 2018 may require an additional cost for cold weather protection if work requested by the owner.
- Quote includes beginning work at "*Open to Traffic – Incentive / Winter Conditions*" location on or before October 30, 2017.
- Quote includes completing items highlighted yellow on the breakdown labeled "*Open to Traffic – Incentive / Winter Conditions*" safely to vehicle traffic on or before December 22, 2017 including winter conditions.
- Any Work completed in 2018 would require a 7% add for DEI items and 10% for paving items.
- Prices based on 2012 MDOT Standard Specifications for Construction.
- Structure Cover, Adj, Case 2 of any kind does not include a new casting.
- Structure Cover, Adj, Case 2 includes adjustment with brick or block only. Replacement of precast sections is not included.
- Quote based on completing the Utica Road base course concrete with a full weekend closure and utilizing full depth concrete and steel plates on or before October 22.
- Quote based on completing the Utica Road asphalt paving with a full weekend closure on or before November 4, 2017 if County requires this intersection to be capped with asphalt.
- Unit prices cover work shown on the plans dated August 2017 from AEW. We reserve our rights to requote items of work added at "other" locations on the project.
- Site grading and station grading does not include topsoil placement or restoration.
- "Reset Fence, Modified" includes an average of "Fence, Wood Privacy, Double Faced, 6 FT, Modified" with Wolmanized material and "6 Ft Aluminum Fence"
- Reset Light pole includes pouring a new foundation and resetting existing parking lot light pole. Price also includes tying into existing wire and conduit within 5 feet of foundation.
- "TS, Bag, Rem" includes removing bag only.
- Quote does not include furnishing any new traffic signals.



ANDERSON, ECKSTEIN & WESTRICK, INC.
 51301 Schoenherr Road
 Shelby Township, MI 48315
 Phone: 586-726-1234
 Fax No: 586-726-8780

DEI Proposal
 15 Mile Interceptor Repair

AEW PROJECT NO. 0211-0186

PROJECT (S): 15 Mile Paving Replacement and Restoration

OWNER: Office of Macomb County Public Works

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization, 8% Max.	1.00	LSUM	\$ 271,000.00	\$ 271,000.00
Pavt, Rem, Modified	15,495.00	Syd	\$ 6.37	\$ 98,703.15
Curb and Gutter, Rem	201.00	Ft	\$ 9.58	\$ 1,925.58
Cold Milling HMA Surface	5,155.00	Syd	\$ 4.26	\$ 21,960.30
Sidewalk, Rem	1,486.00	Syd	\$ 5.15	\$ 7,652.90
Driveway, Rem	927.00	Syd	\$ 9.50	\$ 8,806.50
Station Grading	37.80	Sta	\$ 9,400.00	\$ 355,320.00
Site Grading	6.10	Acres	\$ 4,500.00	\$ 27,450.00
Subgrade Undercutting	3,390.00	Cyd	\$ 22.00	\$ 74,580.00
Aggregate Base, 6 inch	173.00	Syd	\$ 16.00	\$ 2,768.00
Aggregate Base, 8 inch	19,522.00	Syd	\$ 19.00	\$ 370,918.00
Maintenance Aggregate	995.00	Ton	\$ 10.00	\$ 9,950.00
Dr Structure Cover, Adj, Case 2	18.00	Ea	\$ 450.00	\$ 8,100.00
San Structure Cover, Adj, Case 2	11.00	Ea	\$ 450.00	\$ 4,950.00
Water Structure Cover, Adj, Case 2	4.00	Ea	\$ 450.00	\$ 1,800.00
External Structure Wrap, 18 inch	33.00	Ea	\$ 300.00	\$ 9,900.00
Underdrain, Subgrade, 6 inch	3,799.00	Ft	\$ 12.82	\$ 48,703.18
HMA, 13A	1,011.00	Ton	\$ 91.00	\$ 92,001.00
HMA, 3C	136.00	Ton	\$ 150.00	\$ 20,400.00
HMA, 2C	30.00	Ton	\$ 180.00	\$ 5,400.00
HMA Approach, 13A	28.00	Ton	\$ 240.00	\$ 6,720.00
HMA Approach, 3C	28.00	Ton	\$ 240.00	\$ 6,720.00
HMA Approach, 2C	26.00	Ton	\$ 180.00	\$ 4,680.00
Conc Pavt with Integral Curb, Nonreinf, 8 inch	1,039.00	Syd	\$ 50.50	\$ 52,469.50
Conc Pavt with Integral Curb, Nonreinf, 9 inch	11,541.00	Syd	\$ 55.20	\$ 637,063.20
Conc Base Cse, Nonreinf, 9 inch	2,070.00	Syd	\$ 60.50	\$ 125,235.00
Joint, Plane-of-Weakness, W	8,152.00	Ft	\$ 2.40	\$ 19,564.80
Lane Tie, Epoxy Anchored	1,631.00	Ea	\$ 7.00	\$ 11,417.00
Driveway, Nonreinf Conc, 6 inch, Modified	144.00	Syd	\$ 48.50	\$ 6,984.00
Driveway, Nonreinf Conc, 8 inch, Modified	2,015.00	Syd	\$ 50.50	\$ 101,757.50
Curb and Gutter, Conc, Det F4	571.00	Ft	\$ 24.50	\$ 13,989.50
Curb and Gutter, Conc, Det F6	480.00	Ft	\$ 25.00	\$ 12,000.00
Driveway Opening, Conc, Det M	1,302.00	Ft	\$ 27.50	\$ 35,805.00
Detectable Warning Surface	59.00	Ft	\$ 35.00	\$ 2,065.00
Sidewalk, Conc, 4 inch	15,163.00	Sft	\$ 5.50	\$ 83,396.50
Sidewalk, Conc, 6 inch	178.00	Sft	\$ 6.50	\$ 1,157.00
Sidewalk Ramp, Conc, 4 inch	390.00	Sft	\$ 7.01	\$ 2,733.90
Sidewalk Ramp, Conc, 6 inch	1,870.00	Sft	\$ 7.49	\$ 14,006.30
Sidewalk, Conc, 4 inch, Modified (with Curb Face)	427.00	Sft	\$ 10.51	\$ 4,487.77
Surface Restoration, Sodding	6,370.00	Syd	\$ 4.34	\$ 27,645.80
Seeding	1,785.00	Lb	\$ 4.45	\$ 7,943.25
Mulch	38,981.00	Syd	\$ 0.35	\$ 13,643.35
Topsoil Surface, Furn, 3 inch	45,351.00	Syd	\$ 3.89	\$ 176,415.39
Water, Sodding/Seeding	4,035.00	Unit	\$ 2.32	\$ 9,361.20
Irrigation System, Furn and Install	4,600.00	Ft	\$ 3.25	\$ 14,950.00
Sprinkler Head, Adj	205.00	Ea	\$ 40.00	\$ 8,200.00
Sprinkler Head, Furn and Install	225.00	Ea	\$ 55.00	\$ 12,375.00
Tree, Replace	48.00	Ea	\$ 674.00	\$ 32,352.00
Erosion Control, Inlet Protection, Fabric Drop	37.00	Ea	\$ 36.83	\$ 1,362.71
Erosion Control, Inlet Filter	2.00	Ea	\$ 36.83	\$ 73.66
Sign, Type III, Rem	9.00	Ea	\$ 40.00	\$ 360.00



ANDERSON, ECKSTEIN & WESTRICK, INC.
 51301 Schoenherr Road
 Shelby Township, MI 48315
 Phone: 586-726-1234
 Fax No: 586-726-8780

DEI Proposal
 15 Mile Interceptor Repair

AEW PROJECT NO. 0211-0186

PROJECT (S): 15 Mile Paving Replacement and Restoration

OWNER: Office of Macomb County Public Works

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Sign, Type IIIA	2.00	Sft	\$ 153.00	\$ 306.00
Sign, Type IIIB	9.00	Sft	\$ 155.25	\$ 1,397.25
Sign, Type VB	2.00	Sft	\$ 288.00	\$ 576.00
Post, Steel, 3 lb	98.00	Ft	\$ 7.50	\$ 735.00
Post, Wood, 6 inch by 8 inch	56.00	Ft	\$ 26.85	\$ 1,503.60
Pavt Mrkg, Longit, 6 inch or Less Width, Rem	11,726.00	Ft	\$ 0.55	\$ 6,449.30
Recessing Pavement Markings, Longit	15,151.00	Ft	\$ 0.55	\$ 8,333.05
Recessing Pavement Markings, Transv	1,721.00	Sft	\$ 2.95	\$ 5,076.95
Pavt Mrkg, Polyurea, 4 inch, Yellow	11,001.00	Ft	\$ 0.65	\$ 7,150.65
Pavt Mrkg, Polyurea, 4 inch, White	4,150.00	Ft	\$ 0.65	\$ 2,697.50
Pavt Mrkg, Waterborne, 4 inch, White	504.00	Ft	\$ 0.55	\$ 277.20
Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	3.00	Ea	\$ 165.00	\$ 495.00
Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	5.00	Ea	\$ 165.00	\$ 825.00
Pavt Mrkg, Polyurea, 12 inch, Crosswalk	709.00	Ft	\$ 5.95	\$ 4,218.55
Pavt Mrkg, Polyurea, 24 inch, Stop Bar	190.00	Ft	\$ 12.50	\$ 2,375.00
Minor Traf Devices	1.00	LSUM	\$ 15,000.00	\$ 15,000.00
Traf Regulator Control	1.00	LSUM	\$ 5,000.00	\$ 5,000.00
Traffic Control Equipment	1.00	LSUM	\$ 0.01	\$ 0.01
Project Cleanup	1.00	LSUM	\$ 17,500.00	\$ 17,500.00
Open to Traffic - Incentive / Winter Conditions	1.00	LSUM	\$ 239,560.00	\$ 239,560.00
Project Supervision	1.00	LSUM	\$ 65,000.00	\$ 65,000.00
Bonds	1.00	LSUM	\$ 34,000.00	\$ 34,000.00
Temp Gravel Drive, Rem	428.00	Syd	\$ 10.60	\$ 4,536.80
Reset Fence, Modified	352.00	Ft	\$ 35.00	\$ 12,320.00
Reset Light Pole	1.00	Ea	\$ 7,452.00	\$ 7,452.00
Barricade, Type III, High Intensity, Lighted, Furn	66.00	Ea	\$ 80.00	\$ 5,280.00
Barricade, Type III, High Intensity, Lighted, Oper	66.00	Ea	\$ 0.01	\$ 0.66
Lighted Arrow, Type C, Furn	3.00	Ea	\$ 850.00	\$ 2,550.00
Lighted Arrow, Type C, Oper	3.00	Ea	\$ 0.01	\$ 0.03
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	737.00	Ft	\$ 1.65	\$ 1,216.05
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	13,490.00	Ft	\$ 1.65	\$ 22,258.50
Plastic Drum, High Intensity, Furn	207.00	Ea	\$ 20.00	\$ 4,140.00
Plastic Drum, High Intensity, Oper	207.00	Ea	\$ 0.01	\$ 2.07
Sign, Type B, Temp, Prismatic, Furn	1,173.00	Sft	\$ 6.00	\$ 7,038.00
Sign, Type B, Temp, Prismatic, Oper	1,173.00	Sft	\$ 0.01	\$ 11.73
Pedestrian Type II Barricade, Temp	14.00	Ea	\$ 200.00	\$ 2,800.00
TS, Bag, Rem	6.00	Ea	\$ 538.72	\$ 3,232.32
TS, Span Wire Mtd, Rem	2.00	Ea	\$ 858.09	\$ 1,716.18
Geotextile, Separator	16,201.00	Syd	\$ 2.76	\$ 44,714.76
TOTAL ESTIMATED CONSTRUCTION COST				\$ 3,426,968.10
CONTINGENCIES (10%)				
TOTAL ESTIMATED COST				\$3,426,968.10



ANDERSON, ECKSTEIN & WESTRICK, INC.
 51301 Schoenherr Road
 Shelby Township, MI 48315
 Phone: 586-726-1234
 Fax No: 586-726-8780

ENGINEERS QUANTITIES

15 mile Interceptor Repair
 Sta. 46+83.0 to 57+38.8

AEW PROJECT NO. 0211-0186

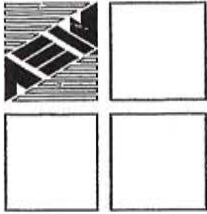
PROJECT (S): 15 Mile Paving Replacement and Repairs

OWNER: Macomb County Public Works

PREPARED BY: Dan's Excavating
 08/04/17

Items of work included in "Open to Traffic Incentive / Winter Conditions"

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization (5% Max.)	1.00	LS		
Pavt, Rem, Modified	10,316.00	SY		
Cold Milling HMA Surface	1,752.00	SY		
Sidewalk, Rem	362.00	SY		
Driveway, Rem	28.00	SY		
Station Grading	15.21	Sta		
Aggregate Base, 6 inch	1,174.00	SY		
Aggregate Base, 8 inch	11,544.00	SY		
Dr Structure Cover, Adj, Case 2	13.00	EA		
San Structure Cover, Adj, Case 2	7.00	EA		
Water Structure Cover, Adj, Case 2	2.00	EA		
External Structure Wrap, 18 inch	22.00	EA		
Underdrain, Subgrade, 6 inch, Modified	2,099.00	LF		
HMA, 13A	132.00	Ton		
HMA, 3C	132.00	Ton		
HMA, 2C	22.00	Ton		
Conc Pavt with Integral Curb, Nonreinf, 7 inch	593.00	SY		
Conc Pavt with Integral Curb, Nonreinf, 8 inch	219.00	SY		
Conc Pavt with Integral Curb, Nonreinf, 9 inch	7,729.00	SY		
Conc Base Cse, Nonreinf, 9 inch	1,663.00	SY		
Joint, Plane-of-Weakness, W	5,808.00	FT		
Lane Tie, Epoxy Anchored	723.00	EA		
Driveway, Nonreinf Conc, 6 inch, Modified	26.00	SY		
Driveway, Nonreinf Conc, 8 inch, Modified	529.00	SY		
Curb and Gutter, Conc, Det F4	338.00	LF		
Curb and Gutter, Conc, Det F6	297.00	LF		
Driveway Opening, Conc. Det M	623.00	LF		
Detectable Warning Surface	76.00	FT		
Sidewalk, Conc, 4 inch	6,719.00	Sft		
Sidewalk, Conc, 6 inch	128.00	Sft		
Sidewalk Ramp, Conc, 4 inch	302.00	Sft		
Sidewalk Ramp, Conc, 6 inch	777.00	Sft		
Sidewalk, Conc, 4 inch, Modified (with Curb Face)	357.00	Sft		
Erosion Control, Inlet Protection, Fabric Drop	22.00	EA		
Sign, Type III, Rem	3.00	EA		
Sign, Type IIIA	2.00	EA		
Sign, Type IIIB	8.00	EA		
Sign, Type VB	1.00	EA		
Post, Steel, 3 lb	112.00	FT		
Post, Wood, 6 inch by 8 inch	28.00	FT		
Pavt Mrkg, Waterbourne, 4 inch, White	769.00	FT		
Pavt Mrkg, Waterbourne, 4 inch, Yellow	2,408.00	FT		
Pavt Mrkg, Waterbourne, 12 inch, White	442.00	FT		
Minor Traffic Devices	1.00	LS		
Traffic Regulator Control	1.00	LS		
Traffic Control Equipment	1.00	LS		
Project Cleanup	1.00	LS		
Open to Traffic - Incentive / Winter Conditions	1.00	LS		
Project Supervision	1.00	LS		
Bonds	1.00	LS		
TOTAL ESTIMATED CONSTRUCTION COST				\$ -
CONTINGENCIES (10%)				\$ -
TOTAL ESTIMATED COST				\$0.00



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

MEMORANDUM

Macomb Interceptor Drain Drainage District (MIDDD) PCI-12A 15 Mile Road Interceptor Repair Recovery Shaft – Pavement Restoration

August 31, 2017

The purpose of this memorandum is to provide a synopsis for the assignment of the “Pavement Restoration” project to Dan’s Excavating Inc. as part of the “Recovery Shaft” scope of work.

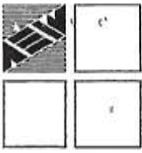
The collapse of the 11-foot diameter, 64-foot deep Romeo Arm Interceptor Sewer on December 24, 2016 resulted in an intensive effort to bypass flows, stabilize soils and remediate community impacts under the “Emergency Contract”. The Engineers developed “Recovery Shaft” contract documents, solicited bids, and through the competitive bidding process recommended award to Dan’s Excavating Inc. (DEI) for the “Recovery Shaft”.

After award to Dan’s Excavating Inc. for the “Recovery Shaft”, the investigation of the interceptor between Control Structure 3 (CS-3) and the collapse revealed that the compromised interceptor required the expansion of the Temporary Earth Retention System (TERS) an additional 20 lineal feet and also resulted in the Engineer’s recommendation for “Slip Lining” the upstream interceptor continuous to CS-3. The Engineers developed “Slip Lining” contract documents and solicited bids. The competitive bidding process resulted in award to Jay Dee Contractors, Inc. for construction of 3,700 lineal feet of 9’2” diameter Glass Fiber Reinforced Polymer Mortar Pipe between the Repair Shaft and Control Structure 3. After negotiations between the Owner, Engineer, DEI and JDC the “Slip Lining” sub-contract was assigned under Change Order No. 4 to Dan’s Excavating Inc. to perform the lining work within the “Recovery Shaft” contract.

As detailed above, the process for the interceptor repairs has been dictated by the progression of acquiring information on the extent of interceptor damage, preparing contract documents, bidding, contractor selection and then execution of the Contract work. As you are aware preparations for the “Pavement Restoration” work are also underway with the acquisition of cost quotations and engineering plan preparation. Due to schedule and cost considerations, the Engineering group, with the Owners concurrence, did not pursue the competitive bidding process, but alternatively negotiated with Dan’s Excavating Inc. for the additional assignment of the “Pavement Restoration” project.

Schedule Considerations

Implementing a competitively bid “Pavement Restoration” contract following the completion of the “Recovery Shaft” would guarantee a delay of the restoration project into winter conditions. Bidding of the “Pavement Restoration” would also likely result in a third contractor working within the same footprint, or optionally, delaying the start of the restoration work based on the finish of the “Recovery Shaft” and demobilization of the Long Term Bypass Pumping (LTBP) system. Assignment of the “Pavement Restoration” work to DEI would allow for the engagement of portions of the restoration work prior to the completion of the recovery shaft and demobilization of the (LTBP) system, thus improving the ability to maintain schedule.



The “Recovery Shaft” contract includes cleaning and grouting of the interceptor. These activities were precursors to the “Slip Lining” work and initially had unknown durations. Implementing the “Slip Lining” work moved the cleaning and grouting activities into parallel critical paths with the excavation of the “Recovery Shaft”. DEI accepted the Jay Dee Contractors “Slip Lining” sub-contract with a 30 day schedule extension concession due to the aforementioned unknown activity durations. This moved the substantial completion date from September 30, 2017 to October 30, 2017 and the final completion date from December 1, 2017 to December 29, 2017. The Engineering group working with Dan’s Excavating, Inc. was able to decrease the durations of the pre and post activities to the “Slip Lining” work to compensate for some of the schedule slippage. Therefore, the 30 day extension may not be realized thereby increasing the probability of completing the entire scope of the “Pavement Restoration” project prior to the end of 2017.

Cost Considerations

There were also concerns associated with bidding the “Pavement Restoration” contract late in the construction season. As you are aware, the purpose of the bidding process is to ensure that the Owner receives the best pricing due to the competitive environment among contractors. Typically, paving projects are bid late winter or early spring, resulting in contractors being fully engaged with projects until the end of the construction season in late November. With the majority of the contractors already engaged in projects, the risk of receiving higher bids to compensate for the contractor’s lack of resources or limitations in their availability is great. In short, the cost benefits from bidding the work out to ensure competitive pricing would likely be negated due to limited contractor availability.

Anticipating the potential schedule and cost concerns, the Engineering group prepared preliminary draft drawings and entered into discussions with DEI regarding pricing and interest to perform the “Pavement Restoration” work. DEI confirmed their interest, and using pricing from recent competitively bid projects, the Engineering group negotiated unit price costs. This approach ensured that the “Pavement Restoration” project is cost effective, is comparable to recent competitively bid projects, and safeguards contractor availability. In addition, the current demonstrated performance of DEI on the Recovery Shaft work as well as their recognized industry-wide reputation for completing difficult highway improvement projects on (or often ahead of) schedule suggests that their involvement with the pavement restoration work would likely result in a favorable completion of this task.

Conclusion

Aside from the initial “Emergency Contract”, the phased approach to the interceptor rehabilitation overall scope of work has been dictated by the progression of acquiring information on the extent of interceptor damage, preparing contract documents, bidding, contractor selection and then executing the contract work. This is the preferred process, but due to the aforementioned reasons would result in higher costs and delays to the schedule for the “Pavement Restoration” work. DEI has provided a unit price cost quotation including clarifications and exclusions for the Engineer estimated project quantities. These unit prices have been evaluated by the Engineer and found to be in accord with recent competitively bid projects of similar size and scope. The DEI quotation includes the Item “Open to Traffic – Location 2” which accounts for the cost for cold weather concreting, grade protection, and schedule acceleration to guarantee that 15 Mile Road will be restored to an open to traffic condition on or before December 22, 2017. Therefore, the Engineering group, with the Owners concurrence, did not recommend and did not pursue the competitive bidding process, but optionally negotiated with Dan’s Excavating Inc. for the assignment of the “Pavement Restoration” project.



Candice S. Miller

Public Works Commissioner
Macomb County

To: Candice Miller, Macomb County Public Works Commissioner

From: Vincent Astorino, Operations & Flow Manager *VA*

Date: September 6, 2017

Subject: SAW Grant 1128-01 Change Order No. 1 Recommendation

The current MID inspection and condition assessment that is under way as part of SAW grant 1128-01 and being performed by RedZone Robotics, Inc. with engineering support from Giffels Webster is in need of a change order to the base contract. Change Order No. 1 is for the amount of \$70,730.30 and includes re-inspection of the Romeo Arm downstream of the interceptor collapse, 221 linear feet of the Edison Corridor just downstream from the Romeo Arm/Oakland Arm convergence, and 7,578 linear feet of the North Gratiot interceptor.

This project has a contingency of 6% which equals \$89,914.42 so this change order will not put us over budget. We have also shifted other work around in the system including the work from CS-3 to downstream of the interceptor which currently totals a \$47,638.69. Once all of the other items such as pavement removal, manhole deconstruction, and platform removal that is no longer needed for certain portions of the interceptors we will be closer to a total deduct of \$100,000.00

This project remains on time and I fully expect to stay under budget even with this change order. It is my recommendation that we move forward with Change Order No. 1 on this project in the amount \$70,730.00.

OFFICE LOCATION: 21777 Dunham Road, Clinton Township, Michigan 48036 • Phone: 586-469-5325 • Fax: 586-469-5933

MAILING ADDRESS: P. O. Box 806, Mt. Clemens, Michigan 48046-0806

ENGINEERING • Phone: 586-469-5910 • Fax: 586-469-7693 ♦ SOIL EROSION • Phone: 586-469-5327 • Fax 586-307-8264

Office of the Macomb County
Public Works Commissioner

CHANGE ORDER FORM

CHANGE ORDER FORM
SECTION 00 63 63

Change Order No. 1

Owner: Office of the Macomb County Public Works Commissioner
21777 Dunham Rd., Clinton Twp., MI 48036

Contractor: RedZone Robotics, Inc.
94 43rd Street, Pittsburg, PA 15201

Project: MID Interceptor Condition Assessments - SAW Grant No. 1128-01

Date 9-5-17
Chief Deputy AB
Engineer(s) LA
Manager(s) _____
Coordinator(s) JA
Financial Officer ham
Date: 9/1/2017

Previous Change Orders: NA

Net Change from Previous
Change Orders: NA

Contract Times Net Change to Substantial
Completion this Change Order: NA

Contract Times Net Change to
Final Completion this Change
Order: NA

Substantial Completion Date with All
Approved Change Orders: 9/4/2017

Final Completion Date with All
Approved Change Orders: 10/4/2017

The Contract is modified as follows upon execution of this Change Order:
Description: CCTV of the North Gratiot Interceptor Phase 1 (NGI1): NGI1-MH-013 through LSI-BLIND-TAP; MSI of the North Gratiot Interceptor Phase 1 (NGI1): NGI1-MH-021 through NGI1-MH-023; MSI of the Edison Corridor Interceptor (ECI): ECI-MH-7-111 to ECI-MH-7-110; Engineer may direct Contractor to abandon or continue MSI past finish manholes depending on sewer condition. Access may require advanced coordination with OMID, including but not limited to submittal of a Sewer Entry and Shutdown Request. Any exceeded quantities, on this change order or the original Contract, shall be paid on a future change order.
Attachments: Request for Contract Modification and Price Sheet, Historical Record Drawings of NGI1 and ECI, ArcGIS Online screenshot of NGI / LSI

Contract Price Prior to this Change Order:	\$ 1,498,573.70
Net Change of This Change Order:	\$ 70,730.30
Contract Price Incorporating this Change Order:	\$ 1,569,304.00

Raven D. Connolly
Recommended by Engineer: Steve Siklich, PE
Senior Project Manager, Giffels Webster

9/11/2017
Date

Vince Astorino
Accepted by Owner: Vince Astorino
Engineer II - Wastewater Service OMCPCW

9/5/17
Date

Candice S. Miller
Owner Authorization: Candice S. Miller
Macomb County Public Works Commissioner

Date

Will H R
Contractor's Acceptance (Authorized Signature):
RedZone Robotics, Inc.

9/1/2017
Date

Staff 9-5-17
Board 9-11-17



6303 26 Mile Road, Suite 100
 Washington, MI 48094
 586.781.8950

To: William Summerville, Project Manager
 RedZone Robotics, Inc.

Date: September 1, 2017
 Project: MID Interceptor Condition Assessments

RE: Contract Modification Price Sheet

Project Number: 18395.03

Item Number	Item	Estimated Quantity	Unit	Unit Price	Increase in Bid Price
NGI1 Inspections (LSI-BLIND-TAP - NGI1-MH-013, NGI1-MH-021 - NGI1-MH-023)					
1	San Swr, ML, 66", Inspect, Manage Data, CCTV	7,578	LF	\$ 6.00	\$ 45,468.00
2	San Swr, ML, 66", Inspect, Manage Data, Laser	972	LF	\$ 1.50	\$ 1,458.00
3	San Swr, ML, 66", Inspect, Manage Data, Sonar	972	LF	\$ 0.50	\$ 486.00
4	San Swr, ML, 66", Inspect, Manage Data, Gas	972	LF	\$ 0.10	\$ 97.20
Sub-total:					\$ 47,509.20
ECI Inspections (Interceptors)					
5	San Swr, ML, 153", Inspect, Manage Data, CCTV	221	LF	\$ 7.00	\$ 1,547.00
6	San Swr, ML, 153", Inspect, Manage Data, Laser	221	LF	\$ 1.50	\$ 331.50
7	San Swr, ML, 153", Inspect, Manage Data, Sonar	221	LF	\$ 0.50	\$ 110.50
8	San Swr, ML, 153", Inspect, Manage Data, Gas	221	LF	\$ 0.10	\$ 22.10
Sub-total:					\$ 2,011.10
Romeo Arm Re-Inspections (RA-MH-002-RA-MH-004)					
9	San Swr, ML, 132", Inspect, Manage Data, CCTV, Re-Inspection	2,828	EA	\$ 7.00	\$ 19,796.00
10	San Swr, ML, 132", Inspect, Manage Data, Sonar, Re-Inspection	2,828	EA	\$ 0.50	\$ 1,414.00
Sub-total:					\$ 21,210.00
Total Increase in Bid Price:					\$ 70,730.30

Contractor Comments:

Any additional documented costs including but not limited to traffic control, access, erosion and sediment control, as well as restoration shall be paid on a future change order.



Candice S. Miller

Public Works Commissioner
Macomb County

To: Candice S. Miller, Macomb County Public Works Commissioner

From: Vincent Astorino, Operations & Flow Manager

Date: September 7, 2017

Subject: Administrative Consent Order

Under the Michigan Natural Resources and Environmental Protection Act, whenever there is a sewage discharge like the one that occurred in connection with the December 24, 2016 sinkhole, the Michigan Department of Environmental Quality takes enforcement action designed to prevent future discharges. This includes (a) statutorily mandated fines and (b) DEQ review, approval, and oversight of the proposed repairs and plans for future maintenance and operation of the system.

The MIDDD and the MDEQ have had a very cooperative relationship throughout this process, and DEQ staff have been extremely complimentary regarding the MIDDD's efforts to address the sinkhole emergency. This has resulted in a negotiated Administrative Consent Order ("ACO") that resolves the enforcement action without any admission of fault by the MIDDD and is further notable for the following:

1. In recognition of the MIDDD's efforts to date, the ACO contains a fine of only \$40,000. This is on the extreme low end of possible fines related to similar discharges.
2. By agreeing to the ACO now, the MIDDD receives 300 points of credit from the MDEQ, which will preserve the MIDDD's high priority position with respect to low interest, SRF funding. If the MIDDD does not agree to the ACO, it will place its priority position in jeopardy
3. The MIDDD had already planned to do the things specified in the ACO (such as complete the sinkhole repair, inspect the system, and come up with a long-term plan). The ACO essentially consists of DEQ oversight over action items the MIDDD was going to do anyway.
4. The ACO will terminate when the MIDDD completes the action items.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GREETHER
DIRECTOR

August 15, 2017

TO: Fiscal Year 2018 Clean Water State Revolving Fund and
Strategic Water Quality Initiatives Fund Applicants

FROM: *STB* Sonya T. Butler, Section Manager, Revolving Loan Section
Office of Drinking Water and Municipal Assistance

SUBJECT: Clean Water State Revolving Fund (CWSRF) and
Strategic Water Quality Initiatives Fund (SWQIF)
Fiscal Year 2018 Draft Project Priority Lists and Draft Intended Use Plan (IUP)

Attached are the draft Fiscal Year (FY) 2018 Project Priority Lists (PPL), and draft FY 2018 IUP, which will be used by the Department of Environmental Quality (DEQ) to distribute CWSRF and SWQIF funds. Explanatory materials for these documents, a Public Hearing Notice, and the FY 2018 Financing Schedule are also attached.

Please be aware that project-ranking criteria are established in Public Act 451 of 1994, the Natural Resources and Environmental Protection Act, Parts 52 and 53, and are not an issue for debate at the hearing. The hearing's purpose is to receive requests for re-evaluation of calculation factors used to assign priority points to projects on the draft PPLs, and to receive comments on the draft IUP.

Requests for changes to PPL point calculation data, project scope, binding commitment date, or costs may be submitted during the public hearing comment period on the attached Project Re-evaluation Request Form. The IUP provides information relating to FY 2018 funding projections. Any changes in priority calculations made as a result of the public hearing may impact project ranking on the final PPLs. Applicants will be notified when the PPLs are final and the fundable ranges are established. **The interest rate for FY 2018 will be established and announced at the public hearing for both the CWSRF and SWQIF.**

All FY 2017 4th Quarter projects are listed on the draft PPLs. If final loan closings occur before October 1, 2017, as scheduled, they will not appear on the final PPLs. However, if final loan closings do not occur, those projects will be ranked on the final PPLs to be considered for FY 2018 funding.

An SRF fundable range of \$130 million has been established with \$125 million in projects seeking assistance in FY 2018. It should also be noted that the DEQ has approximately \$9 million in principal forgiveness to distribute.

There are no projects requesting SWQIF funding for FY 2018.

If you have any questions regarding this material, please feel free to contact the Revolving Loan Section at 517-284-5433.

Attachments

cc: Consulting Engineers for Applicants
Ms. Laura Cossa, U.S. EPA - Region 5
Ms. C. Heidi Grether, Director, DEQ
Mr. Eric Oswald, DEQ
DEQ, WRD District Office Supervisors



Department of Environmental Quality

Current PPL

SRF

Rank	Project#	Project Name, Location and Description	Water Quality Severity P's			Fal OSSS	Spig Rec	Enf P's	Dis P's	Population	Pop P's	Exist. Disch	Rec Waters	Dil Ratio	Rat P's	Tot P's	Blnd. Com Date	Blnd. Com Amour
			DO	NUT	TOX													
PROJECTS WITH PRIOR YEAR SEGMENTS																		
1	5642-02	Clinton River Water	23	0	0	0	0	300	50	61,055	95	27.27	7.5	>6000	100	568	Future	\$22,825,00
2	5647-02	City of St. Joseph	0	0	0	27	0	300	0	8,625	80	0.674	2,440	0.0003	40	447	Future	\$8,970,00
3	5611-02	Kinross Township	0	0	0	0	0	0	50	7,276	80	0.62	0.7	>6000	100	230	08/23/2017	\$4,885,00
3	5611-03	Kinross Township	0	0	0	0	0	0	50	7,276	80	0.62	0.7	>6000	100	230	03/14/2018	\$3,050,00
4	5602-99	City of South Haven	0	0	0	27	0	0	50	10,425	85	0.12	120	0.0010	40	202	Future	\$14,000,00
PROJECTS WITHOUT PRIOR YEAR SEGMENTS																		
5	5005-23	City of Lansing	7	100	0	37	0	300	0	62,301	95	1.27	48	0.0265	70	609	03/14/2018	\$10,250,00
6	5659-01	Macomb Interceptor	100	8	0	27	0	0	0	500,437	100	42.1033	86.7667	0.4852	85	320	06/01/2018	\$22,720,00
6	5659-02	Macomb Interceptor	100	8	0	27	0	0	0	500,437	100	42.1033	86.7667	0.4852	85	320	Future	\$18,110,00
6	5659-03	Macomb Interceptor	100	8	0	27	0	0	0	500,437	100	42.1033	86.7667	0.4852	85	320	Future	\$25,430,00
7	5643-01	City of Hudson	0	0	50	0	0	0	0	2,483	65	0.457	3.6	0.1297	85	200	11/17/2017	\$5,100,00
8	5632-01	East Lansing	0	0	0	0	0	0	0	88,267	95	0	0	0	100	195	Future	\$17,480,00
9	5650-01	Gun Lake Area SWA	0	0	0	0	0	0	0	6,191	80	0.412	.1	>6000	100	180	Future	\$3,010,00
10	5660-01	City of Saline	0	0	0	0	0	0	0	8,810	80	1.108	4.8	0.2308	85	165	03/14/2018	\$2,765,00
11	5638-01	City of Cleo	0	0	0	0	0	0	50	3,934	70	0.338	360	0.0009	40	160	08/23/2017	\$2,185,00
12	5645-01	Armada Village	0	0	0	0	0	0	0	1,730	55	0.644	.1	>6000	100	155	08/23/2018	\$2,175,00
13	5657-01	City of Tecumseh	0	0	0	0	0	0	0	8,393	80	0.713	13	0.0548	70	150	11/17/2017	\$1,170,00
14	5658-01	City of Tecumseh	0	0	0	0	0	0	0	8,393	80	0.713	13	0.0548	70	150	11/17/2017	\$1,170,00
15	5421-01	Wayne County	0	0	0	0	0	0	0	270,051	100	52.54	38,700	0.0014	40	140	Future	\$5,000,00
16	5424-01	Wayne County	0	0	0	0	0	0	0	270,051	100	52.54	38,700	0.0014	40	140	Future	\$47,355,00
17	5655-01	Great Lakes Water A	0	0	0	0	0	0	0	3,100,000	100	609	99,999,999	<0002	25	125	08/23/2018	\$33,350,00
18	5656-01	Great Lakes Water A	0	0	0	0	0	0	0	3,100,000	100	609	99,999,999	<0002	25	125	08/23/2018	\$13,975,00
19	5652-01	Monroe County Drain	0	0	0	0	0	0	0	3,100,000	100	2.974	99,999,999	<0002	25	115	03/14/2018	\$11,000,00
20	5662-01	Monroe County Drain	0	0	0	0	0	0	0	28,426	90	2.974	99,999,999	<0002	25	115	Future	\$700,00
21	5644-01	City of Rochester	0	0	0	0	0	0	0	13,455	85	1.675	130,000	<0002	25	110	08/23/2017	\$5,935,00

Project Type: SRF Loan Fiscal Year: 2018 Include 4th Quarter From Previous FY: Yes
 Tuesday, August 08, 2017 2:36 PM

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FROM FOIA AND NOT ADMISSABLE IN COURT UNDER MRE 408**

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

In the matter of:

ACO-004875

Date Entered: _____

Macomb Interceptor Drain Drainage District
21777 Dunham Road
Clinton Township, Michigan 48036

ADMINISTRATIVE CONSENT ORDER

This document results from allegations by the Department of Environmental Quality (DEQ), Water Resources Division (WRD). The DEQ alleges that the Macomb Interceptor Drain Drainage District (MIDDD), located at 21777 Dunham Road, Clinton Township, Michigan, Macomb County, is in violation of Part 31, Water Resources Protection, and Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.* and MCL 324.4101 *et seq.*, respectively, and the Part 21, Wastewater Discharge Permits, administrative rules promulgated pursuant to Part 31 of the NREPA, being Mich Admin Code, R 323.2101 *et seq.* and the administrative rules promulgated pursuant to Part 41, being Mich Admin Code, R 299.2901 *et seq.*. The MIDDD is a "Local Unit of Government," as defined by Section 301 of the NREPA, MCL 324.301. The MIDDD and the DEQ agree to resolve the violations set forth herein through entry of this Administrative Consent Order (Consent Order).

I. STIPULATIONS

The MIDDD and the DEQ stipulate as follows:

- 1.1 The NREPA is an act that controls pollution to protect the environment and natural resources in the state.
- 1.2 Part 31, Water Resources Protection, of the NREPA (Part 31) and the rules promulgated pursuant thereto provide for the protection, conservation, and the control of pollution of the water resources of the state.

**THIS DOCUMENT IS FOR SETTLEMENT DISCUSSIONS ONLY AND IS EXEMPT
FROM FOIA AND NOT ADMISSABLE IN COURT UNDER MRE 408**

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- 1.3 Part 41, Sewerage Systems, of the NREPA (Part 41) and the rules promulgated pursuant thereto provide for the proper planning, construction and operation of sewerage facilities to prevent unlawful pollution of the water resources of the state.
- 1.4 The DEQ is authorized by Section 3112(4) of Part 31, MCL 324.3112(4), and Section 4111 of Part 41 of the NREPA, MCL 324.4111, to enter orders requiring persons to abate pollution or otherwise cease or correct activities in violation of a specific part. The director of the DEQ may delegate this authority to a designee under Section 301(b) of the NREPA, MCL 324.301(b).
- 1.5 The MIDDD consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of the DEQ and is enforceable as such under Section 3112(4) of Part 31 and Section 4111 of Part 41. The MIDDD agrees not to contest the issuance of this Consent Order and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable. It is also agreed that this Consent Order shall become effective on the date it is signed by the division director of the WRD, delegate of the director, pursuant to Section 301(b) of the NREPA.
- 1.6 The MIDDD and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the MIDDD that the law has been violated.
- 1.7 The signatory to this Consent Order certifies that it is fully authorized by the MIDDD to enter into the terms and conditions of this Consent Order and to execute and legally bind the MIDDD to this document. The MIDDD hereby agrees to comply with the requirements of this Consent Order to resolve the violations, identified by the DEQ, stated in Section II of this Consent Order and agrees to ensure compliance with Parts 31 and 41 of the NREPA by fulfilling the terms of Section III of this Consent Order.

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II. FINDINGS

- 2.1 The MIDDD was established on May 21, 2010, pursuant to Chapter 20 of Act 40 of 1956, as amended, (the Drain Code), MCL 280.461 *et seq.*
- 2.2 The MIDDD approved the purchase of the Macomb Interceptor Drain (MID) from the City of Detroit on June 15, 2010.
- 2.3 On December 24, 2016, the MIDDD notified the DEQ that a portion of the MID in the City of Fraser collapsed.
- 2.4 On December 26, 2016, and through December 27, 2016, the MIDDD, reported a total of 12.6 million gallons (MG) of untreated sanitary wastewater was discharged to the Clinton River and associated wetlands at three locations via a sanitary sewer overflow (SSO) as a result of prolonged rainfall and snowmelt.
- 2.5 On December 27, 2017, DEQ and MIDDD staff met at the MID collapse location to observe discharge impacts to the Clinton River and wetland area and to discuss construction of a temporary road through wetland that would allow access to the south of Eberlein Drive to provide access to homes for residents.
- 2.6 On December 29, 2016, the MIDDD submitted a MID repair status outlining current operations, locations and pump capacities for bypass pumping (in the immediate collapse area) and emergency bypass pumping (at 6 satellite locations upstream of the collapse area), a description of the means to mitigate the SSO impacts to the Clinton River if needed for emergency bypass pumping, and a proposed plan for future operations.
- 2.7 On January 1, 2017, one of two locations for intermediate bypass pumps were placed into service at Station 97 upstream of the interceptor collapse.

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- 2.8 On January 2, 2017, the MIDDD notified the DEQ that disinfection systems and boom/skimming points were in place in the Clinton River for emergency releases. The MIDDD also notified residents near the proposed discharge locations by flyer and posted that information on the County website. The MIDDD proposed disinfection protocol for the Clinton River was found to be inadequate and a new protocol was approved on January 27, 2017 by the DEQ.
- 2.9 On January 3, 2017, the second bypass pump location was placed into service at Station 110 upstream of the interceptor collapse.
- 2.10 On January 5, 2017, the DEQ sent a Violation Notice (VN-006972) to the MIDDD outlining the violation of Part 31 of the NREPA and the immediate actions the MIDDD needed to take to maintain compliance with the statutory requirements of Part 31 of the NREPA.
- 2.11 On January 21, 2017, the MIDDD submitted an SSO mitigation plan to the DEQ. The plan addressed dry and wet weather flows, considering emergency bypass pumping locations.
- 2.12 In a letter dated January 22, 2017, the MIDDD provided the DEQ a response to VN-006972.
- 2.13 In a letter dated January 30, 2017, the DEQ provided a response to the MIDDD to address the MIDDD's concerns identified in its January 22, 2017 letter.
- 2.14 On February 3, 2017, the MIDDD met with the City of Mt. Clemens to discuss the feasibility of diverting sanitary wastewater flow from the MID to the City of Mt. Clemens' Waste Water Treatment Plant (WWTP).
- 2.15 On February 3, 2017, the DEQ sent the MIDDD a letter requiring a Dewatering Monitoring Plan to monitor groundwater being discharged, due to construction activities, to the Crooked Brook Drain.

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- 2.16 On February 13, 2017, the DEQ issued a Part 41 construction permit (P41000680) to the MIDDD for the connection of the Fraser sewer collection system to the Clinton Township sewer collection system to divert the flow of sanitary wastewater in order to accommodate the long-term interceptor repair.
- 2.17 On February 16, 2017, the MIDDD submitted to the DEQ a Basis of Design report for the long-term bypass pumping station.
- 2.18 On February 27, 2017, the DEQ issued a Part 41 construction permit (P41000698) for the long-term bypass pumping station.
- 2.19 On March 1, 2017, the long-term bypass pumping station was placed into service. This station consisted of 7 pumps with expected 132 cfs firm capacity. However, testing proved that the station was not capable to meet the firm capacity requirement.
- 2.20 On March 2, 2017, the DEQ sent an Enforcement Notice to Macomb County requiring that the violations of Parts 31 and 41 of the NREPA, identified by the DEQ, be formally resolved through the entry of a legally enforceable document.
- 2.21 On March 31, 2017, the DEQ issued a Part 41 construction permit (P41000762) for recovery shaft work including the cleaning, ground stabilization, replacement of the interceptor pipe, and shaft construction.
- 2.22 On April 9, 2017, an eighth long-term bypass pump was added, bringing the station to full capacity to address predicted dry and wet weather flowrates.
- 2.23 On April 25, 2017, DEQ sent a Dewatering Monitoring Plan Long term Monitoring approval to the MIDDD.

III. COMPLIANCE PROGRAM

IT IS THEREFORE AGREED AND ORDERED THAT the MIDDD shall take the following actions to comply with and prevent further violations of Parts 31 and 41 of the NREPA:

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- 3.1 Within 30 days after the effective date of this Consent Order, the MIDDD shall submit to the DEQ for review and approval a comprehensive operation plan during construction of the MID repair project. If any changes to the operation plan are expected to occur after approval, the MIDDD shall submit an updated plan to the DEQ for review and approval not later than five days prior to the planned implementation. Implementation of a revised plan shall not occur without DEQ approval. The operation plan shall include but not be limited to:
- a. Capacity and operational protocol of the long-term bypass pump stations.
 - b. Location(s) of all emergency bypass pumping stations.
 - c. Provisions to provide and manage disinfection and a description how the disinfectant will be applied if a discharge from the emergency bypass pump stations is initiated.
 - d. Provisions to conduct total residual chlorine (TRC) testing, as a result of a discharge from the emergency bypass pumping stations, to ensure adequate microbial kill for protection of public health while minimizing in-stream TRC concentrations.
 - e. Critical elevations of sanitary wastewater within the MID that will be used for starting/stopping of any emergency bypass pumping station.
 - f. Provisions to maximize storage within the MID concerning wet weather system management.
- 3.2 The MIDDD shall conduct the following activities to repair and restore the capacity of the collapsed section of the MID.
- a. Within 30 days after the effective date of this Consent Order, the MIDDD shall submit to the DEQ for review and approval a Part 41 permit application including

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complete plans and specifications for all proposed repairs of the collapsed MID section.

- b. If additional repairs to the collapsed MID section are necessary, in addition to the work permitted in 3.2 (a), the MIDDD shall expeditiously submit a Part 41 permit application prior to commencing construction, in accordance with Rule 42 of Part 41 of the NREPA, Mich Admin Code, Rule 299.2942.
 - c. Within 30 days after the effective date of this Consent Order, the MIDDD shall commence construction of the repairs to the collapsed MID section, consistent with the approved Part 41 permit referenced in Paragraph 3.2 (a) above.
 - d. On or before January 1, 2018, the MIDDD shall complete construction of all permitted construction activities referenced in Paragraph 3.2 (a) and (b).
- 3.3 The MIDDD shall ensure that the Dewatering Monitoring Plan contained in the DEQ's letters dated February 3, 2017, and April 25, 2017, letters are complied with. The MIDDD shall immediately contact the DEQ, by phone in accordance with paragraph 6.2 herein, if any monitoring data supports a decline in the quality of discharge. The MIDDD is advised that if dewatering monitoring data indicates that sanitary sewage, as identified by the presence of Escherichia coliform (E. coli) in the samples, is present in the discharge effluent to the Crooked Brook Drain, the DEQ will require that the MIDDD obtain an NPDES permit for the discharge.
- 3.4 The MIDDD shall conduct a detailed inspection of the entire MID to document and repair structural integrity defects within the collection system in accordance with the following schedule:
- a. On or before January 1, 2018, the MIDDD shall complete a detailed inspection of the entire MID.

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- b. On or before June 1, 2018, the MIDDD shall submit to the DEQ a report for review and approval that documents the detailed inspection of the entire MID referenced in 3.4 (a). The report shall also document any repair work, with schedule, that is necessary as a result of the inspections. The MIDDD is advised that implementation of repairs to the collection system may require Part 41 wastewater construction permits or may require other DEQ approvals.
 - c. The MIDDD shall complete all repair work identified in the report referenced in section 3.4 (b) by July 1, 2021.
- 3.5 The MIDDD shall comply with all future and current Part 41 permits, Part 327 permits and/or Part 31 permits.
- 3.6 The MIDDD shall at all times properly operate and maintain all facilities and control systems installed or used by the MIDDD to operate the MID and ensure compliance with Part 41, and/or any future NPDES collection system permit.
- 3.7 The requirements of an Asset Management Program function to achieve the goals of effective performance, adequate funding, and adequate operator staffing and training. Asset management is a planning process for ensuring that optimum value is gained for each asset and that financial resources are available to rehabilitate and replace those assets when necessary. Asset management is centered on a framework of five (5) core elements: the current state of the assets; the required sustainable level of service; the assets critical to sustained performance; the minimum life-cycle costs; and the best long-term funding strategy.
 - a. On or before January 1, 2018, the MIDDD shall submit to the DEQ an Asset Management Plan for review and approval. An approvable Asset Management Plan shall contain a schedule for the development and implementation of an Asset Management Program that meets the requirements outlined below. Upon

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DEQ approval the Asset Management Plan schedule shall be incorporated by reference into this Consent Order.

- i. *Maintenance Staff.* The MIDDD shall employ adequate staff to carry out the operation, maintenance, repair, and testing functions required to ensure compliance with Part 41. The level of staffing needed shall be determined by considering the work involved in operating the sewer system and planning for and conducting maintenance.
- ii. *Collection System Map.* The MIDDD shall complete a map of the sewer collection system of the MID. The map shall be of sufficient detail and at a scale to allow easy interpretation. The collection system information shown on the map shall be based on current conditions and shall be kept up-to-date and available for review by the DEQ. Such map(s) shall include but not be limited to the following:
 - (1) All sanitary sewer lines/interceptors and related manholes.
 - (2) All known or suspected connections between the sanitary sewer and storm drain systems.
 - (3) All pump stations and force mains.
 - (4) All surface waters (labeled).
 - (5) Other major appurtenances such as inverted siphons and air release valves.
 - (6) A numbering system which uniquely identifies manholes.
 - (7) The scale and a north arrow.
 - (8) The pipe diameter, date of installation, type of material, distance

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between manholes, and the direction of flow.

(9) The manhole interior material, rim elevation (optional), and invert elevations.

iii. *Inventory and assessment of fixed assets.* The MIDD shall complete an inventory and assessment of operations-related fixed assets. Fixed assets are assets that are normally stationary. The inventory and assessment shall be based on current conditions and shall be kept up-to-date and available for review by the DEQ.

(1) The fixed asset inventory shall include the following:

(a) A brief description of the fixed asset, its design capacity (e.g., pump: 120 gallons per minute), its level of redundancy, and its tag number if applicable.

(b) The location of the fixed asset.

(c) The year the fixed asset was installed.

(d) The present condition of the fixed asset (e.g., excellent, good, fair, poor).

(e) The current fixed asset (replacement) cost in dollars for year specified in accordance with approved schedules.

(2) The fixed asset assessment shall include a "Business Risk Evaluation" that combines the probability of failure of the fixed asset and the criticality of the fixed asset, as follows:

(a) Rate the probability of failure of the fixed asset on a scale of 1-10 (low to high) using criteria such as maintenance

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history, failure history, and remaining percentage of useful life (or years remaining).

(b) Rate the criticality of the fixed asset on a scale of 1-10 (low to high) based on the consequence of failure versus the desired level of service for the MID.

(c) Compute the Business Risk Factor of the fixed asset by multiplying the failure rating from (1) by the criticality rating from (2).

iv. *Operation, Maintenance & Replacement (OM&R) Budget and Rate Sufficiency for the Sewer System.* The MIDDD shall complete an assessment of its user rates and replacement fund, including the following:

- (1) Beginning and end dates of the fiscal year.
- (2) Name of the department, committee, board, or other organization that sets rates for the operation of the sewer system;
- (3) Amount in the MIDDD's replacement fund in dollars for the year specified in accordance with approved schedules.
- (4) Replacement fund strategy of all assets with a useful life of 20 years or less.
- (5) Expenditures for maintenance, corrective action and capital improvement taken during the fiscal year.
- (6) OM&R budget for the fiscal year.
- (7) Rate calculation demonstrating sufficient revenues to cover

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OM&R expenses. If the rate calculation shows there are insufficient revenues to cover OM&R expenses, the MIDDD shall document, that there will be sufficient funds no later than July 1, 2021. The ultimate goal of the Asset Management Program is to ensure sufficient revenues to cover OM&R expenses.

- b. Following DEQ approval of the MIDDD's Asset Management Plan, the MIDDD shall develop a written report that summarizes asset management activities completed during the previous fiscal year and planned for the upcoming year. The written report shall be submitted to the DEQ on or before July 1st of each year. The written report shall include:
 - i. A description of the staffing levels maintained during the year
 - ii. A description of inspections and maintenance activities conducted and corrective actions taken during the previous year.
 - iii. Expenditures for collection system maintenance activities, corrective actions, and capital improvement during the previous year.
 - iv. A summary of assets/areas identified for inspection/action (including capital improvement) in the upcoming year based on the five (5) core elements and the Business Risk Factors.
 - v. A maintenance budget and capital improvement budget for the upcoming year that take into account implementation of an effective Asset Management Program that meets the five (5) core elements.
 - vi. An updated asset inventory based on the original submission.
 - vii. An updated OM&R budget with an updated rate schedule that includes the amount of insufficient revenues, if any.

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- 3.7 The MIDDD shall submit all reports, work plans, specifications, schedules, or any other writing required by this section to its MiWaters account and, if required, to the WRD's Southeast Michigan District Supervisor, Public Wastewater Unit, 27700 Donald Court, Warren, Michigan 48092. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Order that the submittal is intended to satisfy.

IV. DEQ APPROVAL OF SUBMITTALS

- 4.1 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by the MIDDD, the following process and terms of approval shall apply.
- 4.2 All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this Consent Order.
- 4.3 In the event the DEQ disapproves a work plan, proposal, or other document, it will notify the MIDDD, in writing, specifying the reasons for such disapproval. The MIDDD shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document which adequately addresses the reasons for the DEQ's disapproval. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the MIDDD of this disapproval.
- 4.4 In the event the DEQ approves with specific modifications a work plan, proposal, or other document, it will notify the MIDDD, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require the MIDDD to

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submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document which adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the MIDDD of this disapproval.

- 4.5 Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- 4.6 Failure by the MIDDD to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order and shall subject the MIDDD to the enforcement provisions of this Consent Order, including the stipulated penalty provisions specified in Paragraph 9.3.
- 4.7 Any delays caused by the MIDDD's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the MIDDD's responsibility to comply with any other deadline(s) specified in this Consent Order.
- 4.8 No informal advice, guidance, suggestions, or comments by the DEQ regarding reports, work plans, plans, specifications, schedules or any other writing submitted by the MIDDD will be construed as relieving the MIDDD of its obligation to obtain written approval, if and when required by this Consent Order.

V. EXTENSIONS

- 5.1 The MIDDD and the DEQ agree that the DEQ may grant the MIDDD a reasonable extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a written request in duplicate to the DEQ, WRD, Enforcement Unit Supervisor, P.O. Box 30458, Lansing, Michigan 48909-7958, and the Southeast

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Michigan District Supervisor, Public Wastewater Unit, at the address in Paragraph 3.7, no later than ten business days prior to the pertinent deadline, and shall include:

- a. Identification of the specific deadline(s) of this Consent Order that will not be met.
- b. A detailed description of the circumstances that will prevent the MIDDD from meeting the deadline(s).
- c. A description of the measures the MIDDD has taken and/or intends to take to meet the required deadline.
- d. The length of the extension requested and the specific date on which the obligation will be met.

The Southeast Michigan District Supervisor or a designee, in consultation with the Enforcement Unit Supervisor, shall respond in writing to such requests. No change or modification to this Consent Order shall be valid unless in writing from the DEQ, and if applicable, signed by both parties.

VI. REPORTING

- 6.1 The MIDDD shall verbally report any violation(s) of the terms and conditions of this Consent Order to the Southeast Michigan District Supervisor, Public Wastewater Unit, in accordance with Paragraph 6.2 herein, by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The MIDDD shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.
- 6.2 For the purposes of this Consent Order, the addresses of the Parties shall, until changed

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as hereinafter provided, be as follows:

If to Southeast Michigan
District Supervisor, to:

Ms. Laura Verona
27700 Donald Street
Warren, Michigan 48092
Email: VeronaL@Michigan.gov
Telephone: 586-601-7693

If to MIDDD, to:

Ms. Candice Miller
21777 Dunham Road
Clinton Township, Michigan 48036
Email: Candice.miller@macombgov.org
Telephone: 586-469-5325

Each Party shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to each other Party.

VII. RETENTION OF RECORDS

- 7.1 Upon request by an authorized representative of the DEQ, the MIDDD shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to the NREPA or its rules. All such documents shall be retained by the MIDDD for at least a period of five years from the date of generation of the record unless a longer period of record retention is required by the NREPA or its rules.

VIII. RIGHT OF ENTRY

- 8.1 The MIDDD shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the MID at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct

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tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.

IX. PENALTIES

- 9.1 Subject to Section 1.6 herein, within 30 days after the effective date of this Consent Order, the MIDDD shall pay to the State of Michigan \$6,800 DOLLARS as partial compensation for the cost of investigations and enforcement activities arising from the violations, identified by the DEQ, specified in Section II of this Consent Order. Payment shall be made in accordance with Paragraph 9.5.
- 9.2 Subject to Section 1.6 herein, within 30 days after the effective date of this Consent Order, the MIDDD shall pay to the State of Michigan a civil fine of \$33,200 DOLLARS for the violations, identified by the DEQ, specified in Section II of this Consent Order. Payment shall be made in accordance with Paragraph 9.5.
- 9.3 For each failure to comply with a specific deadline contained in Section III of this Consent Order, the MIDDD shall pay a stipulated penalty of \$5,000. If, after 30 days from the original deadline, the MIDDD has not fully corrected the violation, stipulated penalties shall begin to accrue in accordance with Paragraph 9.4 of this Consent Order. Payments shall be made in accordance with Paragraph 9.5.
- 9.4 Except as provided for in Paragraph 9.3, for each failure to comply with any other provision of this Consent Order, the MIDDD shall pay stipulated penalties of \$200 per violation per day for 1 to 7 days of violation, \$300 per violation per day for 8 to 14 days of violation, and \$500 per violation per day for each day of violation thereafter. Payments shall be made in accordance with Paragraph 9.5.
- 9.5 The MIDDD shall pay all stipulated penalties within 30 days after receipt of an invoice from the DEQ. The MIDDD agrees to pay all funds due pursuant to this Consent Order by check made payable to the State of Michigan and delivered to the Accounting Services Division, Cashier's Office for the DEQ, P.O. Box 30657, Lansing, Michigan

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489098157, or hand delivered to the Accounting Services Division, Cashier's Office for the DEQ, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order must include the **Payment Identification No. WRD60035.**

- 9.6 The MIDDD agrees not to contest the legality of the civil fine or costs paid pursuant to Paragraphs 9.1, and 9.2, above. The MIDDD further agrees not to contest the legality of any stipulated penalties assessed pursuant to Paragraphs 9.3 or 9.4, above, but reserves the right to dispute the factual basis upon which a demand by the DEQ for stipulated penalties is made.
- 9.7 The DEQ reserves its rights to seek interest on any unpaid sums due pursuant to the terms of the Consent Order. Subject to the other provisions of this Section IX, the DEQ may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that has accrued pursuant to this Consent Order. This interest penalty shall be based on the rate set forth at MCL 600.6013(8), using the full increment of amount due as principal, and calculated from the due date for the payment until the delinquent payment is finally made in full.

X. FORCE MAJEURE

- 10.1 The MIDDD shall perform the requirements of this Consent Order within the time limits established herein, unless performance is prevented or delayed by events that constitute a "Force Majeure." Any delay in the performance attributable to a "Force Majeure" shall not be deemed a violation of the MIDDD's obligations under this Consent Order in accordance with this section.
- 10.2 For the purpose of this Consent Order, "Force Majeure" means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of the MIDDD, such as: an Act of God, untimely review of permit applications or submissions by the DEQ or other applicable authority, and acts or omissions of third

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parties that could not have been avoided or overcome by the MIDDD's diligence and that delay the performance of an obligation under this Consent Order. "Force Majeure" does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of the MIDDD's actions or omissions.

- 10.3 The MIDDD shall notify the DEQ, by telephone, within 48 hours of discovering any event that may cause a delay in its compliance with any provision of this Consent Order. Verbal notice shall be followed by written notice within ten calendar days and shall describe, in detail, the anticipated length of delay, the precise cause or causes of delay, the measures taken by the MIDDD to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The MIDDD shall adopt all reasonable measures to avoid or minimize any such delay. Nothing in this paragraph obviates the need to report violations as required by Paragraph 6.1 of this Consent Order.
- 10.4 Failure of the MIDDD to comply with the notice requirements and time provisions under Paragraph 10.3 shall render this Section X void and of no force and effect as to the particular incident involved. The DEQ may, at its sole discretion and in appropriate circumstances, waive in writing the notice requirements of Paragraph 10.3, above.
- 10.5 If the parties agree that the delay or anticipated delay was beyond the control of the MIDDD, this may be so stipulated, and the parties to this Consent Order may agree upon an appropriate modification of this Consent Order. However, the DEQ is the final decision-maker on whether or not the matter at issue constitutes a force majeure. The burden of proving that any delay was beyond the reasonable control of the MIDDD, and that all the requirements of this Section X have been met by the MIDDD, rests with the MIDDD.
- 10.6 An extension of one compliance date based upon a particular incident does not necessarily mean that the MIDDD qualifies for an extension of a subsequent compliance

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date without providing proof regarding each incremental step or other requirement for which an extension is sought.

XI. GENERAL PROVISIONS

- 11.1 With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any remedies to which it is entitled for any failure on the part of the MIDDD to comply with the requirements of the NREPA and its rules.
- 11.2 The DEQ and the MIDDD consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to Parts 31 and 41 of the NREPA.
- 11.3 This Consent Order in no way affects the MIDDD's responsibility to comply with any other applicable state, federal, or local laws or regulations.
- 11.4 The WRD reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and at its discretion, may also seek stipulated fines or statutory fines for any violation of this Consent Order. However, the WRD is precluded from seeking both a stipulated fine under this Consent Order and a statutory fine for the same violation.
- 11.5 The parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Consent Order prior to resorting to judicial enforcement. Such negotiations shall proceed in a timely manner.
- 11.6 Nothing in this Consent Order is or shall be considered to affect any liability the MIDDD may have for natural resource damages caused by the MIDDD's ownership and/or operation of the MID. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.

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- 11.7 In the event the MIDDD sells or transfers the MID or any portion thereof, it shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, the MIDDD shall also notify the WRD Southeast Michigan District Supervisor, Public Wastewater Unit, in writing in accordance with Paragraph 6.2 herein, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be forwarded to the WRD Southeast Michigan District Supervisor, Public Wastewater Unit, in accordance with Paragraph 6.2 herein, within 30 days of assuming the obligations of this Consent Order.
- 11.8 The provisions of this Consent Order shall apply to and be binding upon the parties to this action, and their successors and assigns.
- 11.9 This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.
- 11.10 The effective date of this Consent Order is the date it is signed by the WRD division director.

XII. TERMINATION

- 12.1 This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by the DEQ. Prior to issuance of a written TN, the MIDDD shall submit a request consisting of a written certification that the MIDDD has fully complied with the requirements of this Consent Order and has made payment of any fines, including stipulated penalties, required in this Consent Order, no earlier than July 1, 2021. Termination shall be deemed appropriate when the MIDDD has completed all compliance actions outlined in Section III of this document to the reasonable

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satisfaction of the DEQ and had made all monetary payments required in Section IX herein. A suggested form for providing the required written certification is appended as Exhibit A. Specifically, an acceptable certification shall include:

- a. The date of compliance with each provision of the compliance program in Section III, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the Southeast Michigan District Supervisor, Public Wastewater Unit.
- c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained by the MIDDD.

The DEQ may also request additional relevant information. The DEQ shall not unreasonably withhold issuance of a TN.

Signatories

The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

DEPARTMENT OF ENVIRONMENTAL QUALITY

Teresa Seidel, Division Director
Water Resources Division

Date

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

By: Candice Miller

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Title: Macomb Interceptor Drain Drainage District Chair

Date

APPROVED AS TO FORM:

By: Neil Gordon, Assistant Attorney General
For: S. Peter Manning, Chief
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General

Date

Macomb Interceptor Drain - 9/11/17

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 - .76183% Macomb - 13.78561% New Haven - .80870% Shelby - 9.87770% Sterling Heights - 31.74642%	Baker	Aloia & Associates, P.C.	\$ 4,081.75	Invoice #16242 - 7/1/17 Legal Services - ending 6/14/17	Sterling Heights vs. MIDDD		
		Baker	Viviano Law	\$ 10,632.20	Invoice #19135 - 8/3/17 Legal Services - ending 7/31/17	Sterling Heights vs. MIDDD		
		Astorino	CDW Government	\$ 2,760.00	Invoice #JNC8492 - 7/19/17	Monitors for Command Center		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 693.50	Invoice #369156 - 8/22/17 Engineering Services - ending 8/11/17	As-needed engineering services		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,305.00	Invoice #369180 - 8/22/17 Engineering Services - ending 8/11/17	SAW Grant Oversight		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,946.00	Invoice #369206 - 8/22/17 Engineering Services - ending 8/11/17	GLWA Assistance		
		Astorino	Giffels Webster	\$ 109,379.65	Invoice #114155 - 6/29/17 Engineering Services - ending 6/17/17	Inspection Program & Grant Management MID Sewer Inspection Work - Red Zone	\$ 665,077.77	
		Astorino	Giffels Webster	\$ 141,394.10	Invoice #114305 - 7/26/17 Engineering Services - ending 7/15/17	Inspection Program & Grant Management MID Sewer Inspection Work - Red Zone	\$ 523,683.67	
		Astorino	Johnson & Anderson	\$ 665.00	Invoice #40741 - 8/14/17 Engineering Services - ending 7/29/17	Conversion of MCMARS to Bluewater	\$ 13,655.00	
			SRF 5624-01	Manning	\$ 179,818.51	Debt Service Payment		
				Astorino	\$ 14,495.00	Invoice #34172 - 2/27/17	Meter CT-S-5 level sensor installation TO BE REIMBURSED BY CLINTON TWP.	
				Astorino	\$ 4,798.64	Invoice #90876 - 3/1/17	Configured Replacement DIGI for NEPS; communication losses; radio malfunction, weatherproof radio cable, security upgrades	
				Astorino	\$ 970.00	Invoice #90877 - 2/28/17	Resolve SCADA issues	
				Astorino	\$ 2,858.00	Invoice #91057 - 6/15/17	Bluewater access to SCADA, resolve issues with trending and WIN-911, Sonicwall, communication and radio issues	
				Astorino	\$ 1,420.24	Invoice #91059 - 7/5/17	Wonderware renewal	
				Astorino	\$ 21,363.78	Invoice #11823 - 6/30/17	Sewage Flow Billing - 6/17/17 - 7/21/17	
				Astorino	\$ 2,500.00	Invoice #1803	NEXGEN license maintenance & support	
				Astorino	\$ 838.42	Invoice #578736375-070 - 6/24/17 - 7/23/17	Monthly cell phone service	

Macomb Interceptor Drain - 9/11/17

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
Biofilter Clintondale P.S.		Astorino	Sprint	\$ 1,324.81	Invoice #5787363-071 - 7/24/17 - 8/23/17	Monthly cell phone service		
		Astorino	Wonderware	\$ 8,732.40	Invoice #PB67986 - 8/9/17	Sonicwall renewal		
		Astorino	DE-CAL, Inc.	\$ 866.00	Invoice #WO17000852 - 8/24/17	Maintenance		
		Astorino	Cintas	\$ 527.00	Invoice #OD26549141 - 6/22/17	Annual alarm system inspection		
		Astorino	Cummins Bridgeway	\$ 918.50	Invoice #006-46829 - 8/2/17	Generator issues		
		Astorino	Cummins Bridgeway, LLC	\$ 6,542.88	Invoice #006-47943 - 8/15/17	Complete repairs to generator system		
		Astorino	DE-CAL, Inc.	\$ 1,406.95	Invoice #WO17390171 - 7/26/17	Backflow testing and repair		
		Astorino	DE-CAL, Inc.	\$ 2,418.00	Invoice #WO17380911 - 8/24/17	Air Relief Valve maintenance		
		Astorino	DTE Energy	\$ 13,543.76	Monthly Electric - 7/5/17 - 8/1/17	Clintondale P.S.		
		Astorino	Motor City Electric Technologies	\$ 3,867.62	Invoice #91055 - 5/30/17	NAS installation, including drives, PCI cards, SFPs, etc.		
		Astorino	Motor City Electric Technologies	\$ 1,935.00	Invoice #90156 - 6/22/17	DTE power failure		
		Astorino	Spencer Oil Company	\$ 997.21	Invoice #539338 - 7/25/17	Diesel fuel for generator		
	15 Mile Sinkhole		Baker	Aloia & Associates, P.C.	\$ 9,711.25	Invoice #16240 - 6/1/17 Legal Services - ending 6/30/17	Sinkhole	
			Heaton	American Graphics Printing Co.	\$ 585.00	Invoice #079212A - 8/4/17	Flyers	
			Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 52,616.18	Invoice #0114669 - 7/20/17 Engineering Services - 5/29/17 - 6/25/17	Sinkhole repair	
			Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 12,030.87	Invoice #0114670 - 7/20/17 Engineering Services - 5/29/17 - 6/25/17	Sewer lining	
			Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 403,362.02	Invoice #0114672 - 7/20/17 Engineering Services - 5/29/17 - 6/25/17	Recovery shaft	
			Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 15,140.65	Invoice #0114673 - 7/20/17 Engineering Services - 5/29/17 - 6/25/17	Paving restoration	
		Bantios	Dan's Excavating, Inc.	\$ 2,886,272.66	Construction Estimate #5	Recovery Shaft		
		Astorino	DTE Energy	\$ 6,735.14	Monthly Electric- 6/24/17 - 7/25/17	Sinkhole		
		Astorino	DTE Energy	\$ 6,139.55	Monthly Electrical - 7/26/17 - 8/23/17	Sinkhole		
		Bantios	EJ USA, Inc.	\$ 3,558.44	Invoice #110170065235 - 8/8/17	Manhole covers and frames		
	Astorino	Fraser Senior Housing (City of Fraser)	\$ 635.00	Invoice #7484-2017 - 9/1/17	Lease payment - George & Lillian Raimondi			
	Bantios	Hobas Pipe, USA	\$ 77,209.06	Invoice #2041011628 - 7/21/17	15 Mile & Eberlein slip line pipe			
	Bantios	Hobas Pipe, USA	\$ 77,996.84	Invoice #2041011640 - 7/24/17	15 Mile & Eberlein slip line pipe			
	Bantios	Hobas Pipe, USA	\$ 51,649.24	Invoice #2041011648 - 7/25/17	15 Mile & Eberlein slip line pipe			
	Bantios	Hobas Pipe, USA	\$ 25,321.50	Invoice #2041011657 - 7/26/17	15 Mile & Eberlein slip line pipe			
	Bantios	Hobas Pipe, USA	\$ 52,225.18	Invoice #2041011666 - 7/27/17	15 Mile & Eberlein slip line pipe			
	Bantios	Hobas Pipe, USA	\$ 77,195.82	Invoice #2041011679 - 7/28/17	15 Mile & Eberlein slip line pipe			
	Bantios	Hobas Pipe, USA	\$ 102,451.12	Invoice #2041011703 - 7/31/17	15 Mile & Eberlein slip line pipe			
	Bantios	Hobas Pipe, USA	\$ 103,463.98	Invoice #2041011709 - 8 1/17	15 Mile & Eberlein slip line pipe			

Macomb Interceptor Drain - 9/11/17

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
15 Mile Sinkhole (Continued)		Bantios	Hobas Pipe, USA	\$ 76,911.16	Invoice #2041011715 - 8/2/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 52,264.90	Invoice #2041011726 - 8/3/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 102,941.00	Invoice #2041011735 - 8/4/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 102,941.00	Invoice #2041011735 - 8/4/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 76,573.54	Invoice #2041011748 - 8/7/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 103,371.30	Invoice #2041011765 - 8/8/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 103,689.06	Invoice #2041011782 - 8/9/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 103,510.32	Invoice #2041011790 - 8/10/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 65,451.94	Invoice #2041011801 - 8/11/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 155,536.90	Invoice #2041011810 - 8/14/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 131,678.42	Invoice #2041011819 - 8/15/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 157,039.64	Invoice #2041011833 - 8/16/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 25,738.56	Invoice #2041011836 - 8/17/17	15 Mile & Eberlein slip line pipe	
		Bantios	Hobas Pipe, USA	\$ 103,364.68	Invoice #2041011850 - 8/18/17	15 Mile & Eberlein slip line pipe	
		Astorino	IDEXX Laboratories	\$ 809.33	Invoice #3020407478 - 8/22/17	Lab Supplies used in analysis of water samples	
		Astorino	Macomb Township Water/Sewer Dept.	\$ 560.00	Invoice #0000000089 - 7/19/17	Reimbursement for flyers	
		Astorino	Omar Malik	\$ 1,950.00	Invoice #7282-2017 - 9/1/17	Lease payment - Tammetrice Smith & Salam Tobiya	
		Bantios	Michigan CAT	\$ 7,800.00	Invoice #ER7776868 - 8/4/17	Generator Rental	
		Forlini	Minute Men Staffing Services	\$ 526.13	Invoice #50324 - 7/30/17	Staffing for sinkhole - Harrington Drain Cleanout	
		Forlini	Minute Men Staffing Services	\$ 642.06	Invoice #50475 - 8/6/17	Staffing for sinkhole - Harrington Drain Cleanout	
		Astorino	Motor City Electric Technologies, Inc.	\$ 801.00	Invoice #91128 - 8/15/17	Communication loss; setup laptop for AEW to view SCADA	
		Bantios	Ric-Man Construction	\$ 736,261.88	Final Payment	Emergency Response	
		Heaton	Soar Beyond	\$ 600.00	Invoice #17-019 - 8/11/17	Sinkhole Update	
		Baker	Viviano Law	\$ 4,891.14	Invoice #19134 - 8/3/17	Sinkhole	
		Baker	Viviano Law	\$ 2,938.86	Invoice #19136 - 8/3/17	Legal Services - ending 7/31/17	
Lenox/26 Mile Road		Bantios	Giffels Webster	\$ 7,222.50	Invoice #114346 - 7/28/17	MID Lining	Project Complete
Macomb Element & Sterling Heights Arm Interceptor	SRF 5624-01	Bantios	Hubbell, Roth & Clark, Inc.	\$ 4,927.70	Invoice #0153923 - 7/29/17	Meter Pit Evaluation - Construction Services	\$ 184,267.80
Meters	SRF 5487-01	Bantios	Martin Control Services	\$ 9,850.00	Invoice #10105 - 8/9/17	MID Meter Repair	
		Astorino	Martin Control Services	\$ 14,820.00	Application #9 - 8/12/17	MID Meter Maintenance	
		Astorino	MacAllister Rentals	\$ 2,863.01	Invoice #R74225131501 - 7/24/17	LX-S-1 meter replacement	
		Astorino	Motor City Electric Technologies, Inc.	\$ 1,059.50	Invoice #91128 - 8/15/17	Communication loss; radio down; flow meter installation	

Macomb Interceptor Drain - 9/11/17

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
NGI	SAW Grant 1406-01	Astorino	Anderson, Eckstein & Westrick, Inc.	\$ 13,362.05	Invoice #0114624 - 7/19/17 Engineering Services - 5/29/17 - 6/25/17	Condition Assessment	
	SAW 1406-01	Astorino	Anderson, Eckstein & Westrick, Inc.	\$ 12,049.80	Invoice #0114968 - 8/21/17 Engineering Services - 6/26/17 - 7/23/17	Condition Assessment	\$ 274,928.00
		Astorino	DE-CAL, Inc.	\$ 20,569.00	Invoice #WO17000846 - 8/16/17	Quarterly Maintenance/Repair air relief valves	
		Astorino	DTE Energy	\$ 6,115.53	Monthly Electrical - 3/1/17 - 6/29/17	NGI P.S. - Adjusted Bill	
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,561.00	Invoice #369193 - 8/22/17 Engineering Services - ending 8/11/17	SAW Grant Oversight	
		Astorino	Galloup	\$ 1,060.00	Invoice #S106130730.001 - 8/22/17	Pressure gauge certification	
		Astorino	Giffels Webster	\$ 3,170.00	Invoice #114114 - 6/28/17 Engineering Services - ending 6/17/17	21 Mile & Sugarbush - Conceptual Design & Permitting	Project Complete
		Astorino	Kennedy Industries, Inc.	\$ 22,857.75	Invoice #578755-95 - 7/28/17	Repair Flygt Pump	
		Astorino	Motor City Electric Technologies	\$ 1,068.00	Invoice #91057 - 6/15/17	Bluewater access to SCADA, resolve issues with trending and WIN-911, Sonicwall, communication and radio issues	
		Astorino	Motor City Electric Technologies, Inc.	\$ 1,402.00	Invoice #91128 - 8/15/17	Configure new Juniper switch	
		Slane	Ultimate Lawn Services	\$ 1,840.00	Invoice #3759 - 7/28/17	Mowing of ARV sites	
OMID		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 2,088.00	Invoice #369178 - 8/22/17 Engineering Services - ending 8/11/17	Flow Metering Work Group	
		Astorino	Oakland County Treasurer	\$ 40,539.64	Invoice #SDS0005195 - 8/1/17	Debt Service Payment	
		Astorino	Oakland County Treasurer	\$ 268,993.32	Invoice #SDS0005203 - 8/1/17	Debt Service Payment	
		Astorino	Oakland County Treasurer	\$ 4,331,353.33	Invoice #SDS00000056 - 8/1/17	Sewage Disposal Charges - July 2017	
		Manning	Oakland County Treasurer	\$ 2,536,724.50	Invoice #SDS0005235 - 8/11/17	Debt Service	
			Total	\$ 13,933,588.87			

Income Statement
MIDDD
As of August 31, 2017

	30-Jun-17 Total Fund	7-1-17 to 8-31-17 O&M*
Revenues		740,051
Expenditures		2,688,637
Equity	31,041,699	

NOTES

Projected reserve at 6/30/2017 is

* Includes following Projects:

Dec 2016 Sinkhole

	8,600,000	
Revenue	73,131,735	70,000,000
Expenditures	45,954,933	3,000,000
Net	27,176,802	131,735

2017A Bond
State Grant
Clinton Twp share of AEW invoice

4 SAW Grants

Revenue	887,228
Expenditures	1,798,308
Net	(911,080)

Sewage Metering(SRF 5487-01)

Revenue	1,158,091
Expenditures	1,027,404
Net	130,687

Corrosion Control(Project on Hold)

Revenue	
Expenditures	120,024
Net	(120,024)