MACOMB INTERCEPTOR DRAIN INTRA-COUNTY DRAINAGE BOARD JANUARY 9, 2023 10:30 A.M. AGENDA

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

Call in Number: 1-224-990-0182 Access Code: 927 405 823

		Page
1.	Call of meeting to order and roll call	
2.	Approval of Agenda for January 9, 2023	
3.	Approval of Minutes for December 12, 2022	3
4.	Public Participation	
5.	Project Updates – Stephen Downing/Vince Astorino	7
6.	Segment 6 Ric-Man Construction - Time Extension Change Order - Stephen Downing	26
	Motion: To approve Change Order #2 to the Segment 6 Ric-Man Construction contract for a 4-month time-only extension with no increase in cost.	
7.	Insurance Coverage - Odor & Corrosion Project - Stephen Downing	36
	Motion: To approve the Builder's Risk, Professional Indemnity, and Pollution Protection insurance premiums totaling \$261,111.03 through Meadowbrook Insurance for the Odor & Corrosion project.	
8.	Construction Project Safety Manager - Meadowbrook Insurance - Stephen Downing	59
	Motion: To approve the proposal from Meadowbrook Insurance for the addition of a temporary Construction Project Safety Manager for a 9-month period with an estimated MIDD cost of \$104,760	
9.	Consideration for approval of invoices (see attached)	67
10.	Financial Report – Bruce Manning	68
11.	Adjourn	

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT ARMADA TWP. BRUCE TWP. RICHMOND TWP. ROMEO WWTP RICHMOND LENOX TWP/ RAY TWP. NEW HAVEN METER LX-S-2 WASHINGTON TWP. NEW BALTIMORE SHELBY TWP. MACOMB TWP. CHESTERFIELD TWP. UTICA CLINTON TWP. LAKE ST. CLAIR METER-ST-S-6 STERLING HEIGHTS METER HARRISON TWP. FRASER WARREN ROSEVILLE ST CLAIR SHORES CENTER LINE **LEGEND** PUMP STATION EASTPOINTE **METER** WWTP INTERCEPTOR HARPER WOODS **FORCE MAIN** GROSSE POINTE WOODS **Candice S. Miller**

MACOMB COUNTY PUBLIC WORKS COMMISSIONER

An adjourned meeting of the Intra-County Drainage Board for the **MACOMB INTERCEPTOR DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Clinton Township, Michigan on December 12, 2022, at 10:29 A.M.

PRESENT: Candice S. Miller, Chair

Bryan Santo, Member

Don VanSyckel, Member

ALSO PRESENT: Vince Astorino, Operations & Flow Manager; Brian Baker, Chief Deputy; Steve Downing, Construction & Maintenance Manager; Norb Franz, Communications Manager; Pam Sonnenberg, Administrative Assistant; Tom Stockel, Construction Supervisor

PRESENT VIA TELECONFERENCE: Sarah Lucido, Newly elected Commissioner; Mary Shephard, City of Sterling Heights

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

Adopted: YEAS: 3

NAYS: 0

Minutes of the meeting of November 14, 2022 were presented. A motion was made by Mr. Santo, supported by Mr. VanSyckel to approve the minutes as presented.

Adopted: YEAS: 3

NAYS: 0

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

Mr. Downing updated on Segment 5 Rehabilitation and presented photos. There is continued spray lining in progress, concrete formwork removal/installation, and concrete placement for permanent structure walls. He said that we have been getting some complaints from residents requesting a completion date, and some complaining about the odor.

Mr. Downing then updated on the Segment 6 Rehabilitation. The contractor did install the gate at CS-13 this past month. We started the excavation and construction of the lining completion TERS. The project team is working with the insurance carrier on a Builder's Risk Claim to determine if a claim exists for the damaged HOBAS pipe and installation of the remaining 240 feet of pipe. We have been approved for the repair to the damaged HOBAS less the \$114,000 cost for the HOBAS Technician. The forensic engineer interpreted that as engineering costs and not actual technician onsite facilitating the repairs. We are in the process of getting the partial proof of loss amended to include that cost. That will take us up to the \$460,000 that's approved less the \$100,000 deductible. The balance of the claim revolves around putting in the new shafts so we can complete the lining. The forensic engineer and carrier are still looking at that. There is a little bit of push back. We are pushing on these guys to give us a formal position in writing so that we can complete the next steps. Mr. VanSyckel asked if all of the damaged liners will just be repaired in place and Mr. Downing confirmed that.

Mr. Downing then presented photos of the start of excavation of what we are calling the lining completion shaft. It was started a bit before Thanksgiving. We will be down to the top of interceptor by the end of this week, then it will be down to depth by the end of next week. Mr. VanSyckel asked if the shaft will remain when they are done with the Interceptor, and Mr. Downing said no, we won't need it because we already have manholes every thousand feet. Mr. Baker asked Mr. Downing for clarification on the remaining insurance claim for the recovery shaft. Mr. Downing said that they may only pay 20%. Mr. Downing said that if the insurance carrier subrogates and goes after HOBAS and are successful in recovering any funds from them, it will help offset the deductible that we pay. Lastly, there was an incident with our contractors' truck driver using a business parking lot to turn around and caused some damage to the already damaged parking lot. We spoke with the business owner and the trucking contractor about getting him some restitution for repairs to his lot.

Mr. Astorino undated on the Garfield Interceptor Lining project which will start in January. Our product was stuck in the Panama Canal but is here now. We thought it would be best to start fresh in the New Year. Mr. Astorino gave the contractor another package to quote. There are 2 community connections, one from Shelby, one from Macomb and the pipes upstream from there are in poor shape. We will be bypassing and disrupting the area so now will be a good time to get that work done. Those quotes are due back on the December 20th so we may be presenting to the Board next month if it's good pricing.

We are getting into the punch list for the Inspection project. There was a section in Clinton Township that was hard to get into, so we worked with Clinton Township about splitting that cost 50/50. There were two others, Lenox Local and Northeast Relief that Doetsch has issued change orders. Lenox Local will be paid for by Lenox Local funds and Northeast Relief will be paid for by SEMCWWDS funds to clean and finish inspection. There was a lot of sediment in those pipes.

Per Mr. Downing, there is no activity on Phase II Grouting. Mr. Astorino said that we just did our critical area inspection and there is nothing in the inspection that is of concern. The area at 21 Mile Road and Garfield is already being addressed.

Mr. Downing updated on the Odor and Corrosion project and said it will start around April 1st. The engineering team is already reviewing submittals.

A motion was made by Mr. Santo supported by Mr. VanSyckel to receive and file the project updates.

Adopted: YEAS: 3

NAYS: 0

Mr. Astorino presented the Clintondale Pump Station Plug Valve Replacement recommendation. MCPWO recently replace one of 4 plug valves within the pump discharge piping. The plug valve on pump two recently failed and was unable to be rebuilt. The pump was down for close to a year while waiting for parts. We solicited multiple manufacturers to bid on replacement plugs and picked the best price and lead time. The new plug is working well. There are three remaining plugs that still need to be replaced. We have budgeted \$100,000 for this work within the FY23 MIDDD budget. The pricing to procure the remaining three plug valves is \$65,232 and the current lead time on the equipment is 22-24 weeks.

A motion was made by Mr. VanSyckel, supported by Mr. Santo to approve the purchase of three plug valves at the Clintondale Pump Station from J.G.M. Valve Corporation in the amount of \$65,232.

Adopted: YEAS: 3

NAYS: 0

Mr. Astorino presented previously in the Eight and One Half Mile Relief Meeting regarding the As-Needed Engineering Services Contracts. The only difference is that there were only 10 firms that submitted for this and a different cost as the Eight and One Half.

A motion was made by Mr. Santo, supported by Mr. VanSyckel to authorize the Board Chair to execute As-Needed Engineering Services contracts with the noted 9 firms and engage the firms as needed and within budgeted amounts, subject to obtaining prior board approval for tasks exceeding \$35.000.

Adopted: YEAS: 3

NAYS: 0

Mr. Downing presented on the Drop Shaft Rehab Warranty Inspection which is due for a two year review. One of the pipes looked to be in bad shape considering that we just spray lined it. We would like to get them inspected by May. We received a proposal from Doetsch and recommend the approval along with the engineering services.

A motion was made by Mr. VanSyckel, supported by Mr. Santo to approve the warranty inspection proposal from AEW for \$44,736 and from NTH for \$53,025 for a total amount of \$97,761.

The Chair presented the invoices totaling \$5,428,836.05 to the board for review and approval.

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

Adopted: YEAS: 3

NAYS: 0

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

Adopted: YEAS: 3

NAYS: 0

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

Adopted: YEAS: 3

NAYS: 0

The meeting was adjourned at 10:55 A.M.

Candice S. Miller, Chair

Macomb County Public Works Commissioner

STATE OF MICHIGAN COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on December 12, 2022 the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.

Candice S. Miller, Chair

Macomb County Public Works Commissioner

DATED: 12/12/22

Candice S. Miller



Public Works Commissioner Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

CC: File

From: Stephen Downing, Construction & Maintenance Manager

Vincent Astorino, Operations & Flow Manager

Date: January 9, 2023

Subject: Construction Projects Status Updates for January 2023 Board Meeting

The following provides a status update for construction work performed within the Macomb Interceptor Drain Drainage District for the previous month.

Segment 5 Rehabilitation

Contractor: Oscar Renda

Engineering Consultant: FK Engineering

Project Description:

The Segment 5 reach of the Romeo Arm Interceptor is approximately 8,300 linear feet; it runs along 15 Mile Road starting at the ITC Corridor and extends east to approximately Hayes Road. The first 7,000 linear feet is 11-foot diameter non-reinforced concrete pipe, and the next 1,300 linear feet is 8-foot diameter steel reinforced concrete pipe. The rehabilitation consists of debris removal, cleaning, and inspection of the pipe's invert. Next, HOBAS pipe will be used to slip line 7,000 linear feet of the 11-foot diameter sewer and the 1,300 linear feet section of 8-foot diameter pipe will be coated with a corrosion resistant geo-polymer spray applied coating. To facilitate this work, a new control structure and access shaft is under construction in the ITC Corridor. The new control structure will provide the contractor access to the sewer to facilitate the work and will also serve as a dewatering pump station to draw down the upstream water level in the sewer.

Significant project tasks that have occurred over the past month:

- 1. Continued development, review, and approval of the required construction submittals.
- 2. Ground dewatering well maintenance and monitoring.
- 3. Continued spray-lining the 8-foot diameter interceptor (PCI-37).
- 4. Continued to perform spray-lining of the CT-S-7 FR-S-2 drop manholes.
- 5. Continued construction of the CS-12 permanent structure, which includes:

- a. Rebar installation for the walls and gate columns
- b. Concrete formwork removal/installation
- c. Concrete placement for permanent structure walls
- d. The final concrete wall placement was performed this month.
- e. Continued application of the protective epoxy coating.
- 2. Electrical conduit installation for the permanent CS-12 Pumps

	Date	
Original Contract Amount	10/21/2020	\$28,807,500.00
Current Contract Amount	11/30/2022	\$31,702,534.88
Total Spent to Date	11/30/2022	\$14,862,577.93
Remaining Budget	11/30/2022	\$16,839,956.95

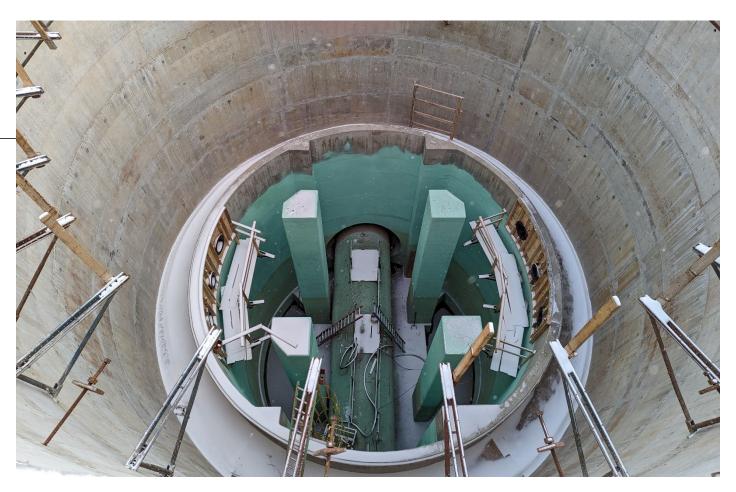


Figure 1 – CS-12 Structure



Figure 2 - CS-12 Concrete Placement



Figure 3 – CS-12 Water-Stop Installation

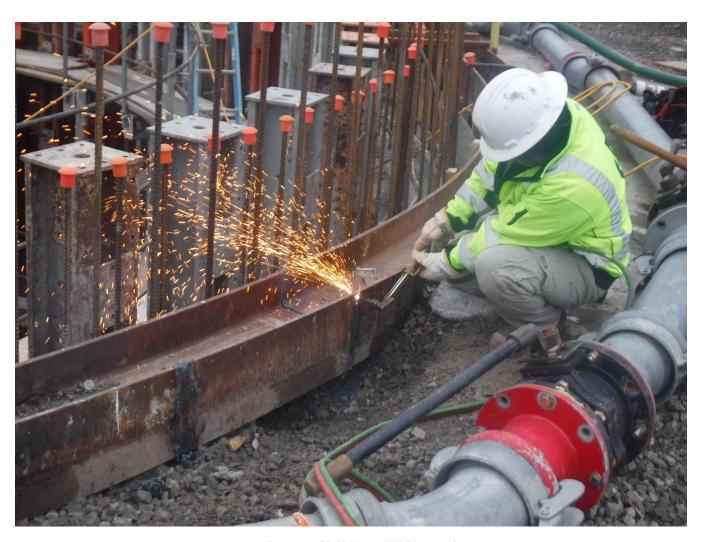


Figure 4 - CS-12 Upper TERS Removal

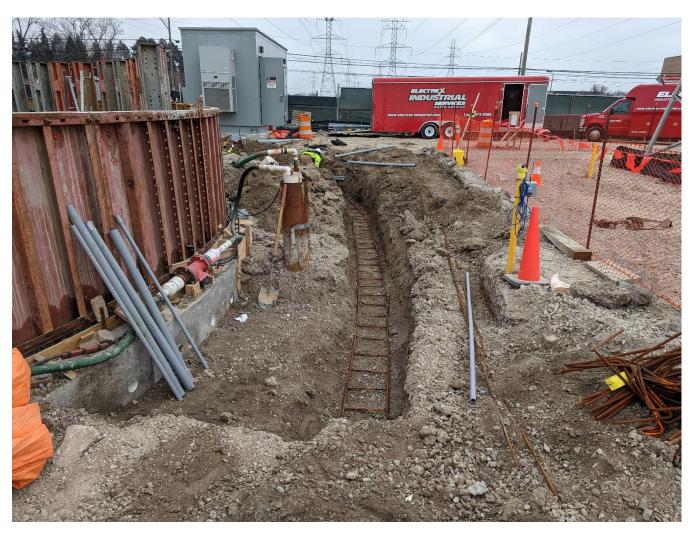


Figure 5 - CS-12 Electrical Conduit Installation for Pumps



Figure 6 – CT-S-7 Drop Manhole Spray-Lining



Figure 7 – CT-S-7 Spray-Lining – Mixing GeoKrete

Segment 6 Rehabilitation

Contractor: Ric-Man Construction

Engineering Consultant: FK Engineering

Project Description:

The Segment 6 Rehab project includes the rehabilitation of these main elements:

- 1. Cleaning and slip-lining (Hobas) of the 5-foot diameter 15 Mile Interceptor from MH-01 at Garfield Road and 15 Mile to MH-04 approximately 2200 feet east along 15 Mile.
- 2. Cleaning and slip-lining (Hobas) the 1400 linear feet 11-foot diameter Romeo Arm Interceptor sewer between CS-3 on 15 Mile Road and CS-2 on Garfield north of 15 Mile Road.
- 3. Rehabilitation of the Meter Facility FR-S-1 on Garfield south of 15 Mile Road.
- 4. Rehabilitation and spray-lining of the CS-2 and CS-3 control structure facilities. These concrete structures have been damaged by H2S damage over time and need repair.
- 5. Installation of an air-jumper to be incorporated into the existing Biofilter facility. This is being done to address the high level of odor issues that have resulted over the years from the intersection of 15 Mile and Garfield.
- 6. Installation of a new gate control structure on the 15 Mile Interceptor. This will allow for the rehabilitation of the MH-01 structure and provide future storage options within that interceptor.

The project started in September 2021 and is scheduled to be completed in May 2023.

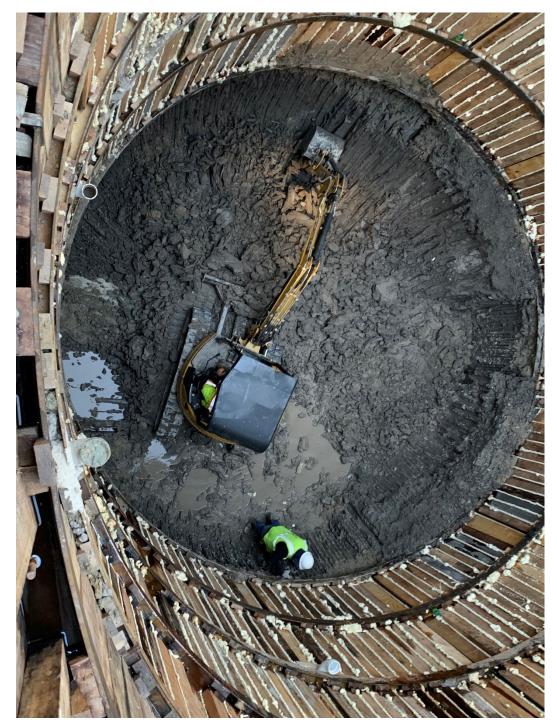
Significant project tasks that have occurred over the past month:

- 1. The Contractor continues to develop and submit the required submittals to the Engineer & Owner for review.
- The Project team is working with the insurance carrier on a Builder's Risk Claim to determine if a claim condition exists for the damaged HOBAS pipe and installation of the remaining 240 feet of pipe.
 - a. The Insurance carrier's forensic Engineer submitted a Request for Information, the Project Team collected the requested information and submitted accordingly. The review of this information is ongoing.
- 3. Completed sand backfill around the CS-13 structure.
- 4. Completed excavation and construction of the lining completion TERS.
- 5. The lining completion shaft flooded overnight between 12-28-22 and 12-29-22. It appears that a silty-sand seam has been encountered which is likely connected to the aquifer. The Contractor is mobilizing a sub-contractor to install ground dewatering wells.

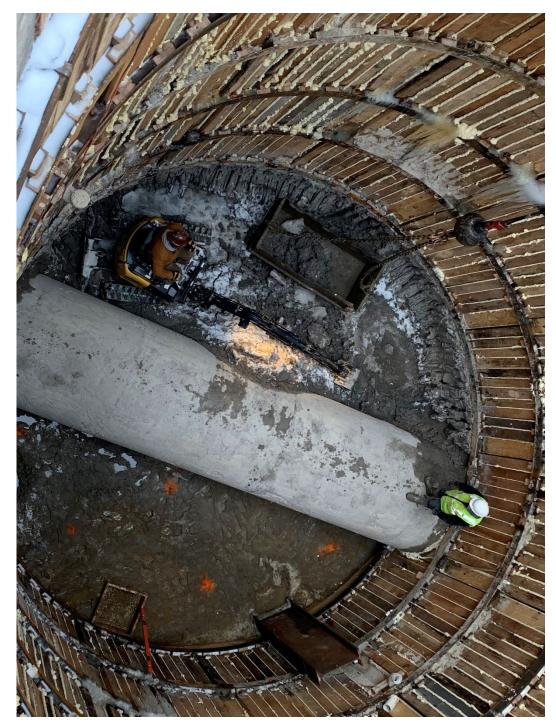
	Date (if applicable)	
Original Contract Amount	5/1/2021	\$13,541,545.00
Change Order No. 1	8/1/2021	\$132,664.70
Total Contract Amount	11/30/2022	\$13,674,209.70
Total Spent to Date	11/30/2022	\$6,032,144.26
Remaining Budget	11/30/2022	\$7,642,065.44



Figure 8 – Lining Completion Shaft Excavation – Supporting an Existing Watermain



 $Figure \ 9-Lining \ Completion \ Shaft \ Excavation$



Figure~10-Lining~Completion~Shaft~Excavation

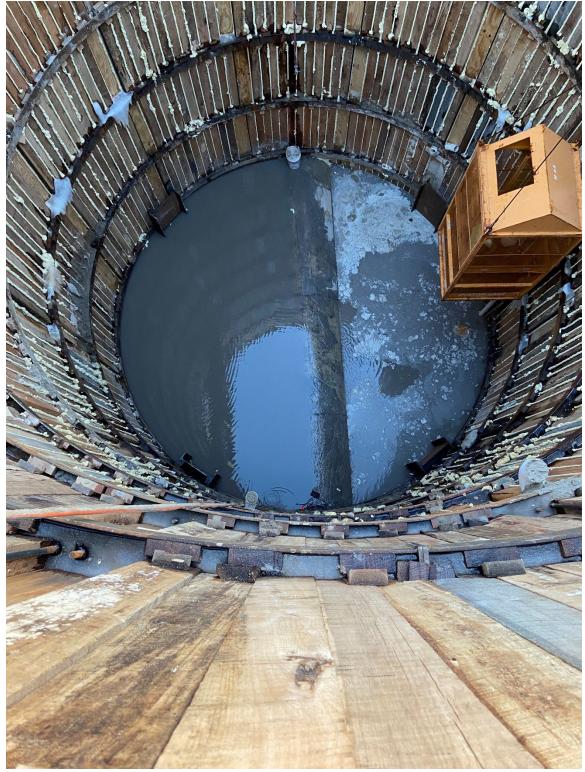


Figure 11 – Lining Completion Shaft Flooded



Figure 12 – FR-S-1 Connecting Sewer Pre-Spray-Lining



Figure 13 – FR-S-1 Connecting Sewer Post-Spray-Lining



Figure 14 – CS-13 Sand Back-fill Operation

Garfield Interceptor Lining Project

Contractor: SAK Construction, LLC

Engineering Consultant: AEW

Project Description: MCPWO identified 755 feet of 7-foot diameter pipe within the Garfield Interceptor that has been aggressively attacked with Hydrogen Sulfide damage. This stretch of pipe was immediately labeled as an immediate repair and MCPWO underwent an analysis of options for repairs. The selected option was a Spiral Wound PVC liner which has been installed around the world but is the first time being installed within Michigan. This product has a guaranteed useful life of 50-years and is being treated as a pilot project within the MID system.

Significant project tasks that have occurred over the past month:

- Submittals have been submitted and reviewed by MCPWO and AEW.
- The project has been delayed until the start of January 2023 due to the material being held up in shipping.
 - o Product is anticipated to arrive at port the week of 1/9/23 and then be trucked to the project site.

	Date (if applicable)	
Original Contract Amount	8/25/2022	\$2,394,385.00
Total Spent to Date	10/31/22	\$84,145.50
Remaining Budget	10/31/2022	\$2,310,239.50

Interceptor Inspection Program

Contractor: Doetsch Environmental Services, Inc.

Engineering Consultant: Fishbeck

Project Description:

The 2020 sewer inspection program was awarded to Doetsch Environmental Services in November 2020. The inspection program includes inspection of approximately 26 miles of sanitary sewer, 360 manholes and other aspects of the sanitary sewage infrastructure across multiple drainage districts, including the MIDDD.

The MIDDD portion of the inspection program includes 101,335 linear feet (19.25 miles) of pipe ranging in diameter from 24" to 132" and 145 manhole structures. Additionally, inspection of 8 junction chambers and 8 Drop Shaft/Connecting sewers will be performed.

The inspection interval for the entire system is based on a 3-year cycle, where non-reinforced concrete pipe is inspected every 3 years and reinforced concrete pipe is inspected every 6 years. The 2020 inspection program is the largest ever performed by the Macomb County Public Works Office. The project started in May 2021 and is expected to be completed in November of 2022.

Significant project tasks that have occurred over the past month:

- 1. The Consultant is reviewing the data and preparing inspection reports.
- 2. The Owner's Representatives, Engineering Consultant and Contractor are coordinating completion of the remaining areas to be inspected, which included:
 - a. CT-S-1 Drop connection. Doetsch issued change order which will be paid with a 50/50 split between MIDDD and Clinton Twp to clean and finish the inspection.
 - b. Lenox Local missing segments. Doetsch issued change order which will be paid for by Lenox Local funds to clean and finish the inspection.
 - c. Northeast Relief. Doetsch issued change order which will be paid for by SEMCWWDS funds to clean and finish the inspection.
 - i. Cleaning operation began the week of 1/2/23.

Working through punch list items to finalize the Doetsch inspection work.

	Date (if applicable)	
Original Contract Amount	1/19/2021	\$280,034.00
Total Spent to Date	9/30/2022	\$184,971.35
Remaining Budget	9/30/2022	\$95,062.65

^{*}This Table reflects the MIDDD costs only.

Phase II Grouting

Contractor: Doetsch Environmental Services, Inc.

Engineering Consultant: AEW

Project Description:

The Phase II Grouting project was awarded to Doetsch Environmental during summer 2020. The work includes chemical grouting of the sewer and manholes where infiltration is present. The work is planned in all reaches of the system not included in the Segment 5 or portion of the Romeo Arm rehabilitated during the 2016 Interceptor Collapse. The main areas of work include the Romeo Arm along Garfield Road between 15 Mile and Clinton River Roads, the Garfield Interceptor between Clinton River and 21 Mile Roads, and the Lakeshore Interceptor between the Clintondale Pump Station at 15 Mile and Union Lake and Joy Boulevard in Harrison Township. The chemical grouting is aimed to stop all active infiltration within the system in advance of future rehabilitation and maintenance projects.

Significant project tasks that have occurred over the past month:

- 1. The crew has not worked since late July 2022.
- 2. AEW, Doetsch and MCPWO personnel have evaluated where the crew will move to next which is dependent upon the flow control needs and coordination with other projects. This coordination will require grouting to occur on afternoons or nights based on where in the system whether they are working in the Garfield or Lakeshore Interceptors.

	Date	
Original Contract Amount	6/24/2020	\$3,000,000.00
Change Order No. 1	3/14/2022	\$3,000,000.00
Current Contract Amount	12/31/2022	\$6,000,000.00
Total Spent to Date	12/31/2022	\$4,432,736.20
Remaining Budget	12/31/2022	\$1,567,263.80

Candice S. Miller



Public Works Commissioner Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

CC: FILE

From: Stephen Downing, Construction & Maintenance Manager

Date: January 9, 2023

Subject: Segment 6 Rehabilitation Ric-Man Construction Change Order No. 2 – Time Extension

The MIDDD entered into a Contract for the Segment 6 Rehabilitation Project on July 9, 2021. The Notice to Proceed (NTP) was issued with an effective date of August 6, 2021. The current contractual completion dates are to achieve Substantial Completion by January 28, 2023 and Final Completion by February 27, 2023. As a result of the HOBAS Pipe failure during pipe jacking operations in March 2022 the project requires a time extension of approximately 4-months which is based on the Ric-Man monthly schedule update issued in October 2022. The time extension is related to the complete effort to install another shaft to complete the HOBAS Pipe installation.

The attached Change Order No. 2 reflects a new substantial completion date by May 25, 2023 and Final Completion being achieved within 30 calendar days.

At this time to Builder's Risk Claim associated with the HOBAS Pipe failure is still ongoing. The Insurance Carrier has accepted part of the claim, specifically as it relates to the repair of the damaged HOBAS. We are working with our legal counsel and Ric-Man Construction on the cost associated with the additional shaft that is required to complete HOBAS Pipe installation. A change order will be presented in the future to address the financial aspect of this matter

The recommendation is that the Macomb Interceptor Drain Drainage District Board approve the Change Order No. 2 to Ric-Man Construction for the time only extension due to the HOBAS Pipe failure.

Attachments: Change Order No. 2

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

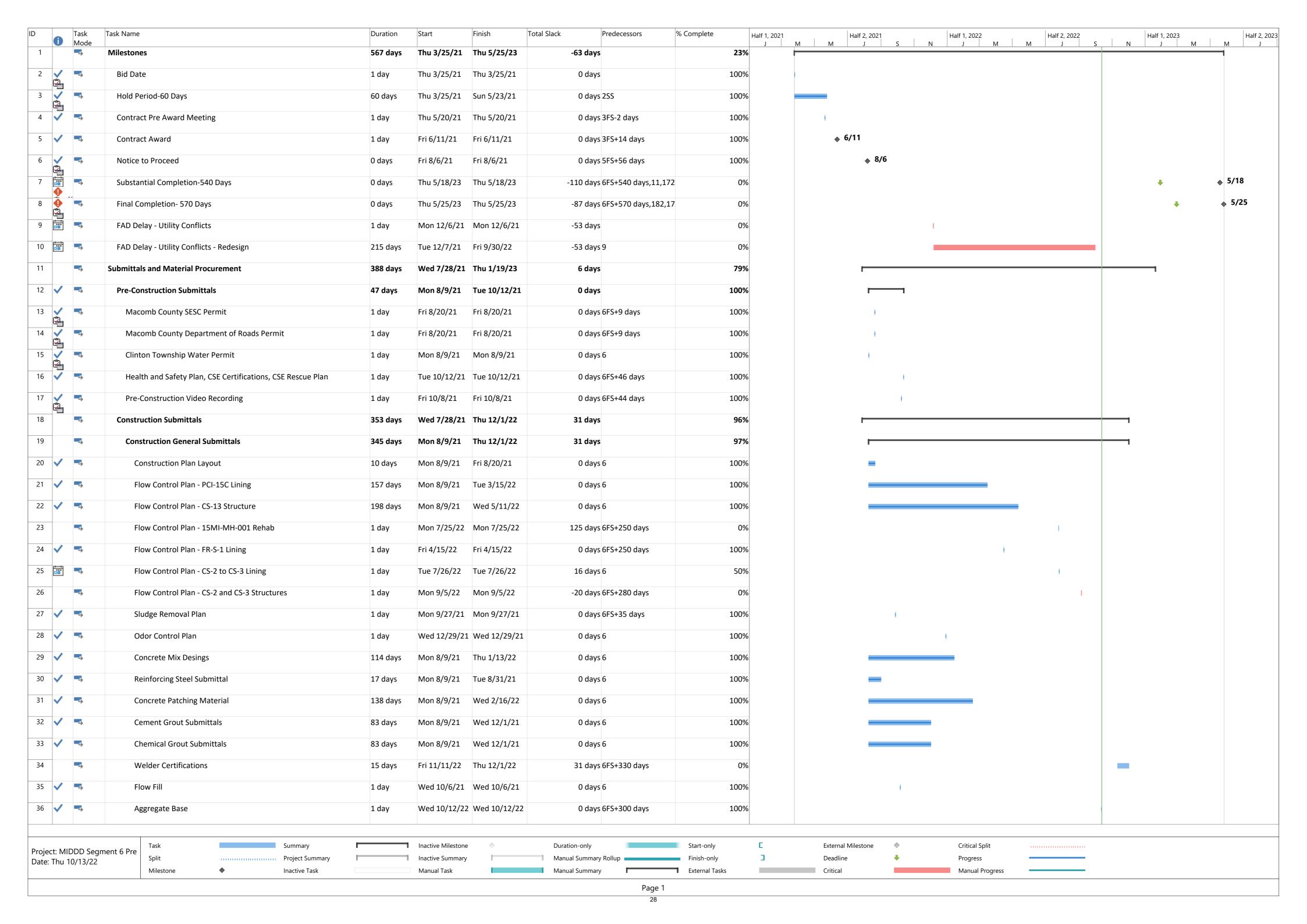
ENGINEERING ● Phone: 586-469-5910 ● Fax: 586-469-7693 ♦ **SOIL EROSION** ● Phone: 586-469-5327 ● Fax 586-307-8264

CHANGE ORDER NO.: 2 Owner: Macomb Interceptor Drain Drainage District Owner's Project No.: WWS-2021-002 Engineer: FK Engineering Associates Engineer's Project No.: 20-058 Ric-man Construction, Inc. Contractor's Project No.: 21-SEG6 Contractor: Project: Segment 6 Rehabilitation Contract Name: Segment 6 Rehabilitation Date Issued: November 7, 2022 Effective Date of Change Order: November 8, 2022 The Contract is modified as follows upon execution of this Change Order: Description: Increase to contract length due to HOBAS pipe failure Attachments: **RCI September Construction Progress Schedule Change in Contract Price Change in Contract Times** Original Contract Price: **Original Contract Times:** Substantial Completion: January 28, 2023 13,541,545.00 Ready for final payment: February 27, 2023 Increase from previously approved Change **Increase** From previously approved Change Order No. 1: \$134,664.70 Order No.1: None Substantial Completion: January 28, 2023 Ready for final payment: February 27, 2023 Contract Price prior to this Change Order: Contract Times prior to this Change Order: Substantial Completion: January 28, 2023 Ready for final payment: February 27, 2023 \$ 13,674,209.70 Increase this Change Order: **Increase** this Change Order: Substantial Completion: May 25, 2023 Ready for final payment: June 25, 2023 Contract Price incorporating this Change Order: Contract Times with all approved Change Orders: Substantial Completion: May 25, 2023 Ready for final payment: June 25, 2023 \$ 13,674,209,70 **Recommended by Engineer Authorized by Contractor** By (signature): Name & Title: Zachary Carr, Vice President Date: January 5, 2023 **Authorized by Owner** Approved by Funding Agency By (signature):

EJCDC® C-941, Change Order.

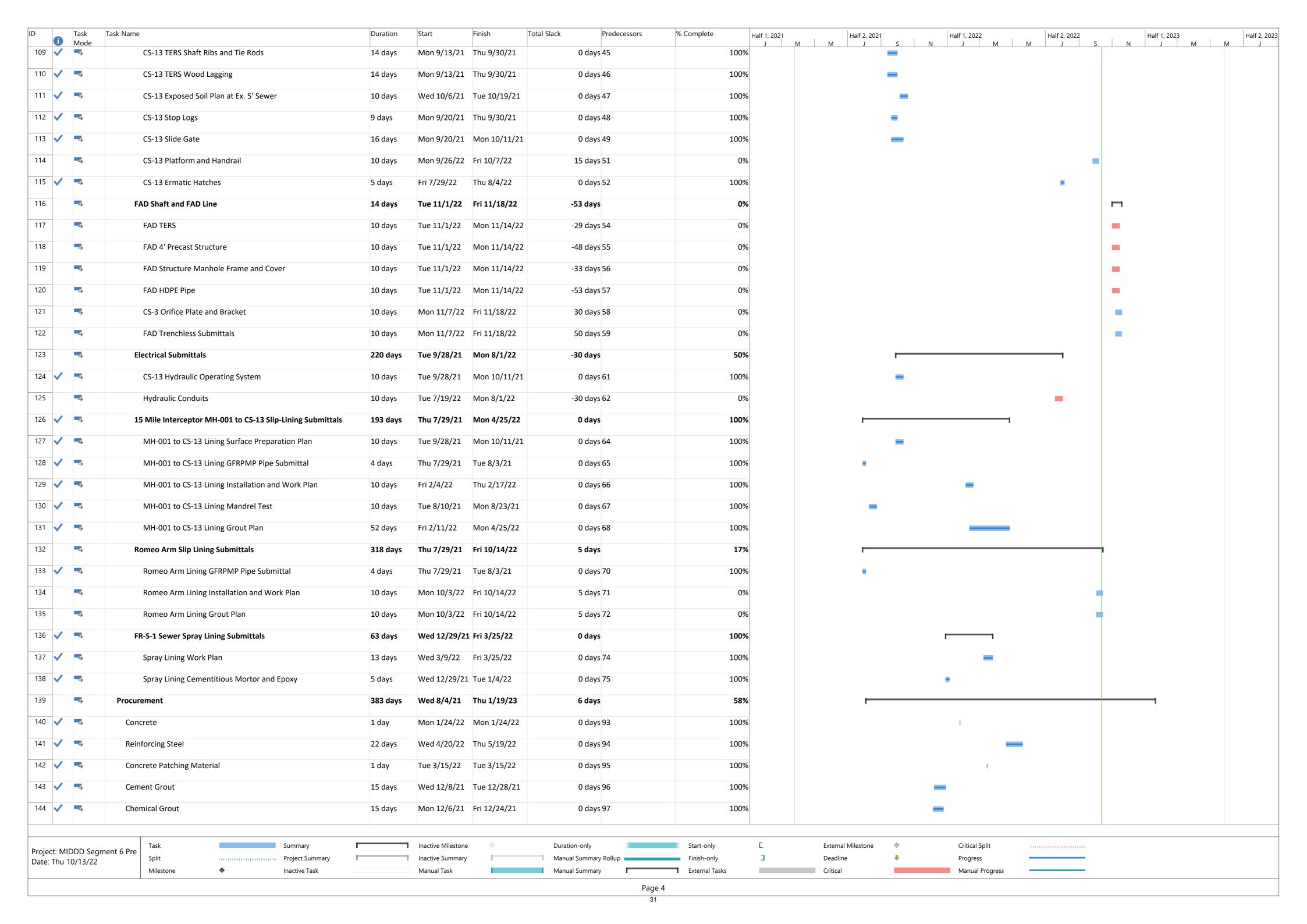
Name & Title:

Date:

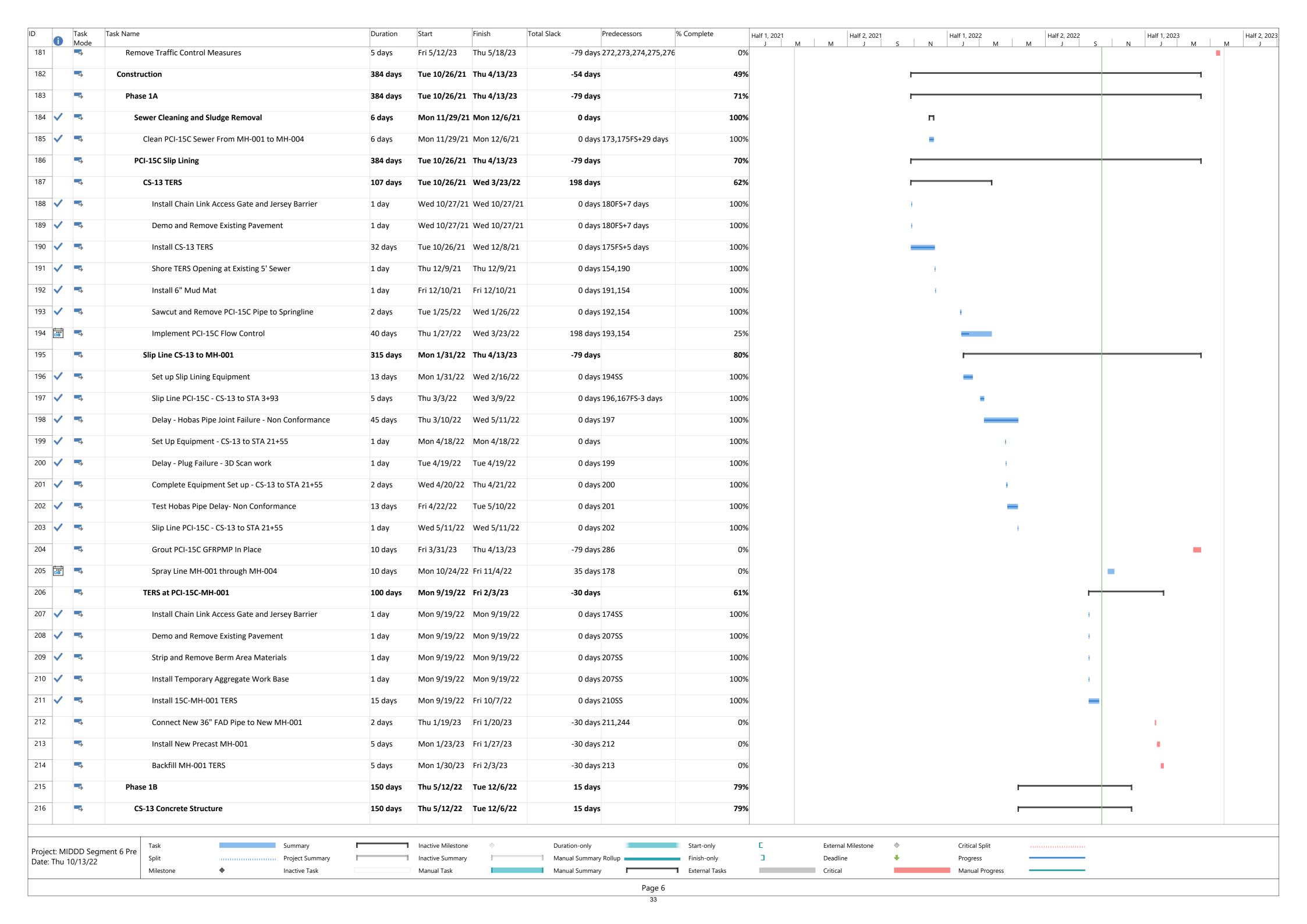


	Task Name	Duration	Start Finish	Fotal Slack Predecessors % Co	Plete Half 1, 2021	Half 2, 2021 Half 1, 2022	Half 2, 2022	Half 1, 2023
Mode 7	Chain Link Fence	15 days	Mon 8/9/21 Fri 8/27/21	0 days 6	100%	J S N J M	<u> </u>	J M I
38	Restoration and Planting	10 days	Fri 9/30/22 Thu 10/13/22	65 days 6FS+300 days	0%		-	
9 🗸 🔜	15MI-MH-001 Submittals	38 days	Tue 8/23/22 Wed 10/12/22	0 days	100%		-	
40 🗸 📑	15MI-MH-001 TERS Shaft Ribs and Tie Rods	1 day	Tue 8/23/22 Tue 8/23/22	0 days 6	100%		1	
41 🗸 📑	15MI-MH-001 TERS Wood Lagging	1 day	Tue 8/23/22 Tue 8/23/22	0 days 6	100%		1	
42 🗸 🔜	15MI-MH-001 6' Precast Concrete Structure	1 day	Wed 10/12/22 Wed 10/12/22	0 days 6FS+250 days	100%			
43 🗸 🔜	15MI-MH-001 Manhole Frame and Cover	1 day	Thu 9/15/22 Thu 9/15/22	0 days 6FS+250 days	100%		1	
44	CS-13 Structure Submittals	272 days	Fri 9/10/21 Fri 9/23/22	15 days	41%		1	
45 🗸 🔜	CS-13 TERS Shaft Ribs and Tie Rods	1 day	Fri 9/10/21 Fri 9/10/21	0 days 6FS+24 days	100%	The second secon		
46 🗸 📑	CS-13 TERS Wood Lagging	1 day	Fri 9/10/21 Fri 9/10/21	0 days 6FS+24 days	100%	The second secon		
47 🗸 🖘	CS-13 Exposed Soil Plan at Ex. 5' Sewer	1 day	Tue 10/5/21 Tue 10/5/21	0 days 6FS+41 days	100%	The second secon		
48 🗸 🔜	CS-13 Stop Logs	1 day	Fri 9/17/21 Fri 9/17/21	0 days 6FS+29 days	100%	The second secon		
49 🗸 📑	CS-13 Slide Gate	1 day	Fri 9/17/21 Fri 9/17/21	0 days 6FS+29 days	100%	The second secon		
50 🗸 📑	CS-13 Platform and Handrail Redesign	1 day	Sun 9/11/22 Sun 9/11/22	0 days	100%		+	
51	CS-13 Platform and Handrail	10 days	Mon 9/12/22 Fri 9/23/22	15 days 50	0%		-	
52 🗸 🔜	CS-13 Ermatic Hatches	1 day	Thu 7/28/22 Thu 7/28/22	0 days 6	100%		1	
53	FAD Shaft and FAD Line	5 days	Mon 10/31/22 Fri 11/4/22	-53 days 10	0%		п	
54	FAD TERS	1 day	Mon 10/31/22 Mon 10/31/22	-29 days 10FS+20 days	0%		1	
55	FAD 4' Precast Structure	1 day	Mon 10/31/22 Mon 10/31/22	-48 days 10FS+20 days	0%		1	
56	FAD Structure Manhole Frame and Cover	1 day	Mon 10/31/22 Mon 10/31/22	-33 days 10FS+20 days	0%		1	
57	FAD HDPE Pipe/PVC Alternate	1 day	Mon 10/31/22 Mon 10/31/22	-53 days 10FS+20 days	0%		1	
58	CS-3 Orifice Plate and Bracket	5 days	Mon 10/31/22 Fri 11/4/22	30 days 10FS+20 days	0%			
59	FAD Trenchless Submittals	5 days	Mon 10/31/22 Fri 11/4/22	50 days 10FS+20 days	0%			
60	Electrical Submittals	246 days	Mon 8/9/21 Mon 7/18/22	-30 days	97%			
61 🗸 🔜	CS-13 Hydraulic Operating System	36 days	Mon 8/9/21 Mon 9/27/21	0 days 6	100%			
62	Hydraulic Conduits	1 day	Mon 7/18/22 Mon 7/18/22	-30 days 6FS+245 days	0%		T .	
63 🗸 📑	15 Mile Interceptor MH-001 to CS-13 Slip-Lining Submittals	142 days	Wed 7/28/21 Thu 2/10/22	0 days	100%			
64 🗸 📑	MH-001 to CS-13 Lining Surface Preparation Plan	20 days	Tue 8/31/21 Mon 9/27/21	0 days 6	100%	_		
65 🗸 📑	MH-001 to CS-13 Lining GFRPMP Pipe Submittal	1 day	Wed 7/28/21 Wed 7/28/21	0 days 6FS-8 days	100%	The second secon		
66 🗸 📑	MH-001 to CS-13 Lining Installation and Work Plan	76 days	Thu 10/21/21 Thu 2/3/22	0 days 6	100%			
67 🗸 🖘	MH-001 to CS-13 Lining Mandrel Test	1 day	Mon 8/9/21 Mon 8/9/21	0 days 6	100%	The second secon		
68	MH-001 to CS-13 Lining Grout Plan	134 days	Mon 8/9/21 Thu 2/10/22	0 days 6	100%			
69	Romeo Arm Slip Lining Submittals	309 days	Wed 7/28/21 Fri 9/30/22	5 days	33%			
70 🗸 📑	Romeo Arm Lining GFRPMP Pipe Submittal	1 day	Wed 7/28/21 Wed 7/28/21	0 days 6FS-8 days	100%	The second secon		
71	Romeo Arm Lining Installation and Work Plan	1 day	Fri 9/30/22 Fri 9/30/22	5 days 6FS+300 days	0%		1	
72 🛶	Romeo Arm Lining Grout Plan	1 day	Fri 9/30/22 Fri 9/30/22	5 days 6FS+300 days	0%		1	





		Task Name	Duration	Start Finish T	otal Slack Predecessors % Cor	mplete Half 1, 2021	M M J S N J M	Half 2, 2022 Half 1, 2023
-	Mode	Flow Fill	1 day	Mon 9/13/21 Mon 9/13/21	0 days 99	100%	M M J S N J M	M J S N J M M
6	- >	Aggregate Base	1 day	Fri 10/14/22 Fri 10/14/22	75 days 100	0%		
~	- 5	Chain Link Fence	67 days	Mon 9/13/21 Tue 12/14/21	0 days 101	100%		
3	<u>-</u> 5	Restoration and Planting	1 day	Fri 10/28/22 Fri 10/28/22	65 days 102	0%		
) ~	<u>_</u>	15MI-MH-001 TERS Shaft Ribs and Tie Rods	1 day	Wed 8/31/22 Wed 8/31/22	0 days 104	100%		· ·
)	<u>_</u>	15MI-MH-001 TERS Wood Lagging	14 days	Wed 8/31/22 Fri 9/16/22	94 days 105	0%		
	<u>_</u>	15MI-MH-001 6' Precast Concrete Structure	20 days	Thu 10/20/22 Wed 11/16/22	52 days 106	0%		
	<u>_</u>	15MI-MH-001 Manhole Frame and Cover	5 days	Tue 9/27/22 Mon 10/3/22	84 days 107	0%		_
	<u>-</u>	CS-13 TERS Shaft Ribs and Tie Rods	-		· ·		_	-
			13 days	Fri 10/1/21 Tue 10/19/21	0 days 109	100%	_	
~		CS-13 TERS Wood Lagging	13 days	Fri 10/1/21 Tue 10/19/21	0 days 110	100%	_	
5	-5	CS-13 Stop Logs	206 days	Fri 10/1/21 Fri 7/15/22	-10 days 112	90%		
5	- \$	CS-13 Slide Gate	234 days	Tue 10/12/21 Fri 9/2/22	-42 days 113	77%		
7	-	CS-13 Platform and Handrail	40 days	Mon 10/10/22 Fri 12/2/22	15 days 114	0%		
3	<u>-</u>	CS-13 Ermatic Hatches	75 days	Fri 8/5/22 Wed 11/16/22	52 days 115	0%		
	→	FAD TERS	1 day	Tue 11/15/22 Tue 11/15/22	-29 days 117	0%		1
0	- 5	FAD 4' Precast Structure	20 days	Tue 11/15/22 Mon 12/12/22	-48 days 118	0%		_
1	<u>_</u>	FAD Structure Manhole Frame and Cover	5 days	Tue 11/15/22 Mon 11/21/22	-33 days 119	0%		
	- >	FAD HDPE/PVC Pipe	25 days	Tue 11/15/22 Mon 12/19/22	-53 days 120	0%		
	- 5	CS-3 Orifice Plate and Bracket	20 days	Mon 11/21/22 Fri 12/16/22	30 days 121	0%		_
	<u>-5</u>	CS-13 Hydraulic Operating System	150 days	Mon 10/4/21 Fri 4/29/22	59 days	25%		
	<u></u>	Electrical Conduit - NA	10 days	Tue 10/12/21 Mon 10/25/21	185 days 124	0%	_	
;	<u>_</u>	Hydraulic Conduits	15 days	Tue 8/2/22 Mon 8/22/22	-30 days 125	0%		_
	<u>_</u>	MH-001 to CS-13 Lining GFRPMP Pipe	154 days	Wed 8/4/21 Mon 3/7/22	0 days 128	100%		
	<u>_</u>	Romeo Arm Lining GFRPMP Pipe	23 days	Tue 12/20/22 Thu 1/19/23	-64 days 133,263	0%		
					·			
	→	Spray Lining Urethane Grout	20 days	Mon 3/28/22 Fri 4/22/22	201 days 137	0%		
	→	Spray Lining Cementitious Mortor and Epoxy	20 days	Wed 1/5/22 Tue 2/1/22	259 days 138	0%		
	-5	Construction	420 days	Mon 10/11/21 Thu 5/18/23	-79 days 6	31%		1
2	→	Mobilization	308 days	Mon 10/18/21 Tue 12/20/22	28 days	8%		
~	- 5	Mobilization - General Site	15 days	Mon 10/18/21 Fri 11/5/21	0 days 6,78,79,80,81,180	100%	_	
1	<u>-</u>	Mobilize - 15MI-MH-001	1 day	Mon 9/19/22 Mon 9/19/22	94 days 6,78,79,80,81,149,15	0%		1
5 🗸	- 5	Mobilize - CS-13 Structure	1 day	Mon 10/18/21 Mon 10/18/21	0 days 6,78,79,80,81,180	100%	The state of the s	
5	<u>-</u>	Mobilize - FAD-MH-001	1 day	Tue 12/20/22 Tue 12/20/22	-53 days 6,78,79,80,81,159,18	0%		The state of the s
,	<u>-</u> 5	Mobilize - CS-2	10 days	Fri 11/18/22 Thu 12/1/22	-64 days 6,78,79,80,81,180,22	0%		_
<u> </u>	<u>_</u>	Mobilize - FR-S-1	162 days	Fri 2/4/22 Fri 9/16/22	60 days 78,79,80,81,180	0%		
	<u>-</u>	Traffic Control	420 days	Mon 10/11/21 Thu 5/18/23	-79 days	19%		1
	<u>_</u>	Install Traffic Control Measures	5 days	Mon 10/11/21 Fri 10/15/21	139 days 6FS+45 days	37%	•	
	1							1
	DDD Segn 0/13/22	nent 6 Pre Split Summary Project Summary		Inactive Milestone Inactive Summary	· ·	art-only C nish-only 3	External Milestone	
. mu 10	0/ 13/22	Milestone • Inactive Task		Manual Task	, ·	ternal Tasks	Critical Manual Progress	



A	Task Mode		Duration	Start	Finish T	otal Slack Predecessors 9	% Complete Half 1, 2021	Half 2, 2021 M M J S	Half 1, 2022 Half 2,	2022 Half 1, 2023 S N J M M
· ·	-S		12 days	Thu 5/12/22	Fri 5/27/22	0 days 203	100%	IVI IVI J S	IN J IVI IVI J	3 10 3 101 101
3 🗸	- 5	Remove Landing in Manhole 5 and Prep 54" Pipe Surface	15 days	Fri 5/13/22	Thu 6/2/22	0 days 203FS+1 day	100%		_	
~	<u>-</u>	Perform Plug Test	1 day	Fri 6/3/22	Fri 6/3/22	0 days 217,218	100%		1	
~	- 5	Flow Control Delay	7 days	Mon 6/6/22	Tue 6/14/22	0 days 219	100%			
~	<u>-</u>	Install Temporary Flume in 5' DIA Sewer in CS-13 Shaft	1 day	Wed 6/15/22	Wed 6/15/22	0 days 220	100%		1	
~	<u>-</u>	Form/Pour/Strip C-13 Structure Base Section	6 days	Thu 6/16/22	Thu 6/23/22	0 days 221	100%		-	
~	- >	Base Slab Corrective Action	23 days	Fri 6/24/22	Tue 7/26/22	0 days 222	100%		_	
~	<u>-</u>	Form/Pour/Strip CS-13 Structure Wall Sections	72 days	Fri 6/24/22	Fri 9/30/22	0 days 222	100%		_	
~	- >	Form/Pour/Strip CS-13 Top Slab	2 days	Mon 10/3/22	Tue 10/4/22	0 days 224	100%			
	-5	Backfill CS-13 Shaft and Remove Top 5' of TERS	2 days	Wed 10/5/22	Thu 10/6/22	56 days 225	0%			1
	<u>-</u> 5	Install CS-13 Interior Handrail and Platform	2 days	Mon 12/5/22	Tue 12/6/22	15 days 226,157	0%			T I
	<u>-</u> 5	Install CS-13 Interior Stop Logs	3 days	Wed 10/5/22	Fri 10/7/22	-68 days 155,225	0%			1
	<u>-</u>	Install CS-13 Interior Slide Gate	3 days	Tue 10/25/22	Thu 10/27/22	-79 days 228,156	0%			1
	<u></u>	Remove Temporary Bulkhead	3 days	Fri 10/28/22	Tue 11/1/22	-52 days 229	0%			
	- >	Install Electrical/Hydraulic Conduit	5 days	Fri 10/28/22	Thu 11/3/22	-79 days 229,165,166	0%			
	<u>-</u> 5	Install Electrical Cabinet Concrete Base Slab	3 days	Fri 11/4/22	Tue 11/8/22	-79 days 231,165	0%			and the second second
	- - >	Install Electrical/Hydraulic Cabinet	7 days	Wed 11/9/22	Thu 11/17/22	-79 days 232,164,166	0%			
00	<u></u>	CS-13 Electrical Work	10 days	Thu 10/20/22	Wed 11/2/22	-68 days 225	0%			_
	-5	Phase 1C	61 days	Wed 12/21/22	Wed 3/15/23	-53 days	0%			
	-5	Foul Air Duct	61 days	Wed 12/21/22	Wed 3/15/23	-53 days	0%			
	<u>-</u> 5	Foul Air Duct TERS	61 days	Wed 12/21/22	Wed 3/15/23	-53 days	0%			
	<u>-</u>	Strip and Remove Berm Area Materials	1 day	Wed 12/21/22	Wed 12/21/22	-53 days 176,10	0%			
	<u>-</u>	Install Temporary Aggregate Work Base	1 day	Thu 12/22/22	Thu 12/22/22	6 days 238	0%			
	<u>_</u>		20 days	Thu 2/2/23	Wed 3/1/23	-53 days 245,244	0%			_
	<u>_</u>	Install 4' Precast FAD Manhole and Connect to New 36" FAD Pi	_		Wed 3/8/23	-53 days 240	0%			
	<u>-</u> 5		5 days		Wed 3/15/23	-53 days 241	0%			
	<u>-5</u>		42 days	Thu 12/22/22		-53 days	0%			
	<u>-</u>	·	20 days	Thu 12/22/22		-53 days 238,10	0%			
	<u>-</u>		10 days	Thu 1/19/23		-53 days 236,10 -53 days 244	0%			
	- 5		10 days		Wed 2/1/23 Wed 2/15/23	-35 days 244 -35 days 245	0%			
	<u></u>		2 days	Thu 2/16/23		-35 days 246	0%			
	- 5		16 days	Mon 10/24/22		-55 days 246	0%			,
	- 5			Mon 10/24/22						
			16 days			54 days 54 days 178FS+5 days	0%			
			10 days	Mon 11/7/22			0%			
	- 5		3 days	Mon 11/7/22		54 days 250	0%			'
	-5	Spray Line FR-S-1-MH-002	3 days	Thu 11/10/22	ivion 11/14/22	54 days 251	0%			
	AIDDD C	Task Summary		Inactive Milestone	*	Duration-only	Start-only E	External Milestone	Critical Split	
	/IIDDD Se ı 10/13/22	Segment 6 Pre Split Project Summary		Inactive Summary		Manual Summary Rollup	Finish-only	Deadline •	Progress	
		Milestone • Inactive Task		Manual Task		Manual Summary	External Tasks	Critical	Manual Progress	

0	Mode	Task Name	Duration	Start	Finish Total Slack	·	Half 1, 2021 Half 2, 2021 Half 1, 2022 Half 2, 2022 Half 1, 2023 J M M J S N J M M J S N J M
	- 5	Phase 2	80 days	Fri 12/2/22	Thu 3/23/23	-64 days	0%
	- 5	Romeo Arm Curve Sliplining	80 days	Fri 12/2/22	Thu 3/23/23	-64 days	0%
	<u>_</u>	Sewer Cleaning And Sludge Removal	30 days	Fri 12/2/22	Thu 1/12/23	-59 days	0%
	<u>_</u>	Clean Interceptor and Remove Sludge, CS- 2 to CS-3	30 days	Fri 12/2/22	Thu 1/12/23	-59 days 177	0%
	- 5	CS-2 Site Work	22 days	Fri 12/2/22	Mon 1/2/23	-64 days	0%
	-	Install Chain Link Access Gate and Jersey Barrier	2 days	Fri 12/2/22	Mon 12/5/22	-64 days 177	0%
	- >	Demo and Remove Existing Pavement	2 days	Tue 12/6/22	Wed 12/7/22	-64 days 258	0%
	- >	Strip and Remove Berm Area Materials	2 days	Thu 12/8/22	Fri 12/9/22	-64 days 259	0%
	- 5	Install Temporary Aggregate Work Base	2 days	Mon 12/12/22	2 Tue 12/13/22	-64 days 260	0%
	- 5	Remove CS-2 Top Slab	2 days	Wed 12/14/22	2 Thu 12/15/22	-64 days 261	0%
	- 5	Test and Verify 20' GFRPMP Pipe Installation	2 days	Fri 12/16/22	Mon 12/19/22	-64 days 262	0%
	- 5	Replace CS-3 Top Slab and Riser Box	10 days	Tue 12/20/22	Mon 1/2/23	-6 days 263	0%
	- 5	CS-2 to CS-3 Slip Lining	45 days	Fri 1/20/23	Thu 3/23/23	-64 days	0%
	- 5	Install GFRPMP from CS-2 to CS-3	30 days	Fri 1/20/23	Thu 3/2/23	-64 days 263,168,256,133,134	0%
	- 5	Grout GFRPMP CS-3 to CS-2	15 days	Fri 3/3/23	Thu 3/23/23	-64 days 266	0%
	- 5	Spray Line CS-2	5 days	Fri 3/3/23	Thu 3/9/23	-64 days 266	0%
	- 5	Spray Line CS-3	5 days	Fri 3/10/23	Thu 3/16/23	-64 days 268	0%
	-	Spray Line RA-MH-010	5 days	Fri 3/17/23	Thu 3/23/23	-64 days 269	0%
	- 5	Restoration	20 days	Fri 4/14/23	Thu 5/11/23	-79 days	0%
	- 5	Restore CS-13 Site	18 days	Fri 4/14/23	Tue 5/9/23	-77 days 183,215	0%
	- 5	Restore CS-2 Site	15 days	Fri 4/14/23	Thu 5/4/23	-74 days 183,253	0%
	- 5	Restore FAD TERS Site	15 days	Fri 4/14/23	Thu 5/4/23	-74 days 183,235	0%
	<u>-</u>	Restore FAD CS-3 Site	20 days	Fri 4/14/23	Thu 5/11/23	-79 days 183,253	0%
	<u>-</u> \$	Restore 15C-MH-001 TERS Site	18 days	Fri 4/14/23	Tue 5/9/23	-77 days 183,215	0%
	- 5	Hobas Pipe Repairs	119 days	Fri 11/18/22	Wed 5/3/23	-79 days	0%
	- 5	Install 24' Diameter Shaft	15 days	Fri 11/18/22	Thu 12/8/22	-79 days 229,211,233,234	0%
	- 5	Remove Ex. 60 Inch Pipe	8 days	Fri 12/9/22	Tue 12/20/22	-79 days 278	0%
	- 5	Install Jacking Equipment	5 days	Wed 12/21/22	2 Tue 12/27/22	-79 days 279	0%
	- 5	Install 54 Inch Liner - STA 3+93 to MH-001	5 days	Wed 12/28/22	2 Tue 1/3/23	-79 days 280	0%
	- 5	Remove Jacking Equipment	2 days	Wed 1/4/23	Thu 1/5/23	-79 days 281	0%
	- 5	Install 54 In Liner Closure	1 day	Fri 3/31/23	Fri 3/31/23	-68 days 286	0%
	<u>-</u> 5	Backfill and Remove 24' Shaft	8 days	Mon 4/3/23	Wed 4/12/23	-68 days 283	0%
	- 5	24' Shaft Surface Restoration	15 days	Thu 4/13/23	Wed 5/3/23	-68 days 284	0%
	- 5	Repair Hobas Pipe CS-13 to STA 3+93	60 days	Fri 1/6/23	Thu 3/30/23	-79 days 282	0%
	- 5	Closeout	10 days	Fri 5/12/23	Thu 5/25/23	-63 days	0%
	- 5	Submit Closeout Documentation	10 days	Fri 5/12/23	Thu 5/25/23	-63 days 182,253,271	0%
	DDD Segr 10/13/22	ment 6 Pre Task Summary Split Project Summary		Inactive Milestone Inactive Summary		ration-only Start-only nual Summary Rollup Finish-only	☐ External Milestone ◆ Critical Split ☐ Deadline ◆ Progress ─────────
inu I(U/ 13/22	Milestone ♦ Inactive Task		Manual Task		nual Summary External Tasks	5



Public Works Commissioner Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

From: Stephen Downing, Construction & Maintenance Manager

Date: January 9, 2023

Subject: Odor & Corrosion Builder's Risk, OPPI & Pollution Policy Premiums

The Macomb Interceptor Drain Drainage District awarded the Odor & Corrosion Control Facility Project to L. D'Agostini & Sons during the October 24, 2022 Board Meeting. Since that time we have worked with Tetra Tech and L. D'Agostini to prepare, review and execute contracts. In addition we have started bi-weekly construction coordination meetings in preparation for field work to commence.

L. D'Agostini has indicated that they are ready to commence field work late January to early February 2023. As such, we will need to bind coverage for the Builder's Risk, OPPI and Pollution policies to be effective when the field work commences.

Meadowbrook Insurance Agency, the OCIP Policy Manager, has been soliciting these policies from the insurance market since November 2022. The Table below summarizes the insurance policies and their respective premiums. A complete breakdown of each policy and premium can be found in the attached MIA Proposal.

Insurance Policy	Insurance Premium
Builder's Risk	\$39,423.00
Contractor's Pollution Liability	\$26,938.03
Owner's Protective Professional Indemnity (OPPI)	\$97,375.00
Excess OPPI 3M X 2M	\$97,375.00
Total Premiums	\$261,111.03

The action is that the Macomb Interceptor Drain Drainage District Board authorize the Board Chair to execute the required documents to bind the Builder's Risk, OPPI and Pollution policies for the premium amounts indicated.

Attachments: Meadowbrook Insurance Agency Memo

Owner Controlled Insurance Program Proposal for:

OMIDDD Odor Control & Corrosion Improvements Project

1/24/2022 to 10/24/2024

(dated 1/5/2023)



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Meadowbrook Insurance Agency

MISSION STATEMENT

Global, Innovative, Architect of Risk Management Solutions for our Clients

MANTRA

Urgency......Solutions



MEADOWBROOK SERVICES

- Insurance Management and Brokerage Operations -

Meadowbrook insurance operations are made up of seven major areas:

- ➤ Program management Account Servicing
- ➤ Insurance Agency Operations
- > Reinsurance Intermediaries
- > Captive Management
- Management of Insurance Companies
- > Claims Management
- Loss Control

- Service Products -

Meadowbrook Agency offers an extensive array of services. Our service product capabilities include the following:

Property/Casualty	Captive Formation & Management
Employee Benefits Counseling	Reinsurance Brokerage
Claims Management	Off Shore Captives
➤ Sales & Marketing	Feasibility Studies
➤ Loss Control	Pool Management
Education & Training	Litigation Management
Risk Management	Rent A Captives
Retail Brokerage	



MEADOWBROOK PROFILE

Meadowbrook was founded in 1955. Since that time, Meadowbrook:

- ➤ has grown to become Michigan's largest property casualty agency and ranked 20th nationally
- > employs more than 801 associates nationwide in 19 offices nationwide
- > is heralded as an innovative pioneer of alternative risk management techniques
- > offers both traditional and alternative solutions to client's needs
- core business consists of commercial property, casualty, life, accident and health insurance
- > clients range from small to large businesses
- > is committed to finding the most cost-effective methods of handling client risks and management needs
- brings a wide range of experience and expertise to their work
- is able to create <u>customized</u> solutions for clients by combining traditional insurance products with progressive risk management alternatives
- > Estate Planning

Meadowbrook is committed to servicing our client's needs.



Meadowbrook is proud to be affiliated with the following charitable organizations.

































































Meadowbrook Agency Service Team

GENERAL INFORMATION

toll free - 800 / 482-2726 switchboard/after hours: 248 / 358-1100 website: www.meadowbrook.com

PRODUCER

Sal Saputo
Executive Vice President
tel - 248 / 204-8163
cell -248 / 943-1317

e-mail: <u>ssaputo@meadowbrook.com</u>

PRIMARY CONTACT

Phillip Anderson Account Manager tel - 248 / 204-8569

e-mail: Phillip.Anderson@meadowbrook.com

MARKETING

Patrick Kennedy Account Executive tel - 248 / 204-6161

e-mail: patrick.kennedy@meadowbrook.com

BACK UP CONTACT

Michele Opie, CIC Account Manager tel – 248 / 204-8215

e-mail: michele.opie@meadowbrook.com

GROUP BENEFITS

David Sheeran, CPA President Agency Operations tel - 248 / 204-8544 cell - 248 / 361-0084

e-mail: dave.sheeran@meadowbrook.com

PERSONAL LINES

Kelly Arnold Account Manager Agency Operations tel – 989 / 921-5307

e-mail: kelly.arnold@meadowbrook.com

CLAIMS REPORTING

All claims - except Workers Compensation*

It is our ongoing mission to provide effective, efficient solutions for your claims servicing needs. In keeping with the goal of offering world-class claims service and enhancing your experience, we've established two new, centralized claims reporting contacts.

Telephone:

(888) 965-3527

Email:

<u>Agencyclaims@meadowbrook.com</u> Workers Compensation claims will continue to be reported directly to your insurance company.



1/24/2022 to 10/24/2024

Named Insureds

Macomb Interceptor Drain Drainage District

Scheduled Project

Project Name	Construction Value (Hard Costs)
OMIDDD Odor Control &	\$12,241,358
Corrosion Improvements Project	



Builder's Risk 1/24/2022 to 10/24/2024

Carrier: Chubb - ACE American Insurance Company - (Best Rating A+ XV)

Limits of Insurance:

\$ 14,771,527 (100%) part of \$ 14,771,527 per OCCURRENCE

The Company will pay no more for direct physical LOSS in any one OCCURRENCE than the above Limit of Insurance. In addition, the Company will not pay for more than its proportionate share (100 %) of the following Sub-limits of Insurance and Annual Aggregate Sub-limits of Insurance, which are part of, and not in addition to, the Limit of Insurance above:

Sub-limits of Insurance

A.	Physical LOSS to the INSURED PROJECT	\$ 12,141,358		
В.	Delay in Opening (per Form Number ACE0729)	\$ 1,530,169	Period of Indemnity 365 Caler	ndar Days
	Loss of RENTAL INCOME:	NCP	Monthly Limit of Indemnity	N/A
	Loss of BUSINESS INCOME:	NCP	Monthly Limit of Indemnity	N/A
	SOFT COSTS / ADDITIONAL EXPENSES:	\$ 1,530,169	Monthly Limit of Indemnity	\$127,514
	Interest expense on construction loan(s);	Included	Monthly Limit of Indemnity	N/A
	Advertising and promotional expense;	Included	Monthly Limit of Indemnity	N/A
	Legal and accounting fees;	Included	Monthly Limit of Indemnity	N/A
	Commissions incurred upon the renegotiation of leases;	Included	Monthly Limit of Indemnity	N/A
	Fees for licenses and permits;	Included	Monthly Limit of Indemnity	N/A
	Insurance premiums for Builders Risk, Workers' Compensation and General Liability Insurance;	Included	Monthly Limit of Indemnity	N/A
	Real estate taxes and assessments;	Included	Monthly Limit of Indemnity	N/A
	Project administration expense;	Included	Monthly Limit of Indemnity	N/A
C.	EXISTING PROPERTY	\$ 1,000,000		
D.	Damage to EXISTING PROPERTY – Limited	NCP		
E.	Property in Transit per Conveyance	\$ 1,000,000		
F.	Temporary Off-site Storage and Off-site Staging Areas, any one location	\$ 1,000,000		



G. Expediting and Extra	1 0		20% of the insured physical LOSS, or \$ 1,000,000; whichever is less
H. Debris Removal	Debris Removal		25% of the insured physical LOSS, or \$ 2,500,000; whichever is less \$ 150,000
I. Trees, Shrubs and Pl			
J. Protection Service C	. Protection Service Charges		\$ 150,000
K. Fire Protective Equip	ment l	Recharge	\$ 25,000
L. Valuable Papers and	Record	ds	\$ 150,000
M. Claim Preparation Ex	xpense	S	\$ 100,000
N. Protection of Insured	Prope	rty Pre-LOSS	\$ 100,000
O. Architects and Engir	eers F	ees	Included
P. Office and Construct their Contents	ion Tra	ailers/Semi-trailers and	\$ 25,000
Q. Ordinance or Law			\$ 5,000,000
R. TESTING			Included
S. Business Personal Pr	operty		\$ 100,000
T. Contract Penalty	Γ. Contract Penalty		\$ 25,000
U. TOWER CRANE RO	J. TOWER CRANE Re-Erection Expense		\$ 150,000
V. NAMED WINDSTO	V. NAMED WINDSTORM		Included
W. LEG3 (Cost of Maki	ng Goo	od)	\$2,000,000
Annual Aggregate Sub-	-limits	of Insurance	
A. FLOOD		Per OCCURRENCE	\$ 5,000,000
		Annual Aggregate	\$ 5,000,000
B. EARTH MOVEMEN	T	Per OCCURRENCE	\$ 5,000,000
		Annual Aggregate	\$ 5,000,000
C. Pollution or Contamir Clean-Up	ation	Per OCCURRENCE	\$ 100,000
Crown op		Annual Aggregate	\$ 100,000
D. Limited Coverage FUNGUS, Wet Rot Rot or Bacteria		Per OCCURRENCE	\$ 50,000
Tot of Buotoffu		Annual Aggregate	\$ 50,000



Escalation Clause

The Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT stated above is considered an estimate. Should any increase in the Estimated Completed Value of the INSURED PROJECT occur, the Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT will automatically increase to reflect the change concurrently, subject to a maximum increase of 10% of the original Sub-limit of Insurance stated above. The Per OCCURRENCE Limit of Insurance stated above will increase by the same amount.

This clause does not apply to other Sub-limits of Insurance, including Delay in Opening, if endorsed to this Policy, nor does it apply to the Annual Aggregate Sub-limits of Insurance.

IV. Deductibles

\$ 25,000 Direct physical LOSS in any one OCCURRENCE except;

A. LOSS in any one OCCURRENCE caused by or \$ 100,000 or N/A% resulting from FLOOD

Subject to a maximum deductible of: N/A

B. LOSS in any one OCCURRENCE caused by or \$ 100,000 or N/A%

resulting from EARTH MOVEMENT Subject to a maximum deductible of: N/A

C. LOSS in any one OCCURRENCE caused by or \$ 100,000 or N/A%

resulting from WATER DAMAGE Subject to a maximum deductible of: N/A

D. LOSS in any one OCCURRENCE caused by or \$100,000 or N/A%

resulting from NAMED WINDSTORM

Subject to a maximum deductible of: N/A

E. LOSS in any one OCCURRENCE caused by or \$ 25,000 or N/A%

resulting from TESTING F. Loss in anu one Occurrence caused by or resulting \$100,000 or N/A% from LEG-3 (Cost of Making Good)

Where a percentage deductible is shown above, the deductible shall be the greater of the dollar amount shown, or the stated percentage of the total insured values at the INSURED PROJECT site or sites at the time and date of the LOSS, unless a maximum deductible is listed.

Delay in Opening – WAITING PERIOD: 30 Calendar Days, Each DELAY except;

Each DELAY Caused by or resulting from FLOOD: 30 Calendar Days

Each DELAY Caused by or resulting from EARTH 30 Calendar Days

MOVEMENT C. Each DELAY Caused by or resulting from NAMED 30 Calendar Days

WINDSTORM



Extension of Term:

This Policy may be extended for a period not to exceed (30) (thirty) days from the original expiration date shown above, subject to the same terms and conditions in effect at the time of the extension, and subject to a pro-rata additional premium, exclusive of TESTING.

NOTE: Premium rates applicable to coverage during the period of June 1st through November 30th (NAMED WINDSTORM Season) may differ from rates applicable during the period December 1st through May 31st, and additional premium for extensions will reflect those pricing differences.

The TESTING PERIOD may be extended for a period not to exceed (30) (thirty) days from the number of days for TESTING stated above, subject to the same terms and conditions in effect at the time of the extension, and subject to an additional premium based upon the number of days of the extension period.

The NAMED INSURED must request these extensions in writing and receive acceptance from the Company prior to the original expiration date of this Policy. If the NAMED INSURED does not provide the aforementioned written extension request(s), coverage provided hereunder shall terminate on the original expiration date stated in this Policy.

Policy Forms:

ALL-20887 (10/06)	CHUBB Producer Compensation Practices & Policies
MA-608255p (04/15)	Claims Directory Property and Inland Marine
BB-5W58a (09/11)	Common Policy Declarations
ACE0728 (10/15)	Construction Risk Coverage Form
ACE0727 (10/15)	Construction Risk Declarations
Cover Letter	Cover Letter
ACE0729 (10/15)	Delay In Opening Endorsement
TRIA11c (01/15)	Disclosure Pursuant To Terrorism Risk Insurance Act
ACE0974 (04/20)	Exclusion Of Loss Due To Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease
CPfs2 (12/10)	Forms Schedule
CM 01 11 (07/01)	Michigan Changes
IL 02 86 (04/17)	Michigan Changes - Cancellation And Nonrenewal
ALL-30463 (08/10)	Michigan Disclaimer Notice Commercial Lines Deregulation
ACE0210 (01/08)	Nuclear, Biological, Chemical, Radiological Exclusion
CC-1K11i (02/18)	Signatures
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
ACE0974 (04/20)	•



Valuation:

- A. Property Under Construction The cost to repair or replace the insured property lost or damaged with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract. If the insured property is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.
- B. EXISTING PROPERTY The Company will pay the least of the following for direct physical LOSS to EXISTING PROPERTY:
 - 1. The ACTUAL CASH VALUE of the EXISTING PROPERTY;
 - The cost of reasonably restoring the EXISTING PROPERTY to its condition immediately prior to the LOSS:
 - 3. The cost of replacing the EXISTING PROPERTY with substantially identical property unless replacement with substantially identical property is impossible or unnecessary. In such case, FUNCTIONAL REPLACEMENT COST would apply.
- C. Property of Others (Including Items Supplied by the Owner) If Property of Others is new, the cost to repair or replace the insured property lost or damaged with material of like kind and quality, less betterment. If Property of Others is not new then, the Owner's cost or ACTUAL CASH VALUE, whichever is less.
 - If the Property of Others is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.
- D. TEMPORARY STRUCTURES The cost to repair or replace the insured property lost or damaged with material of like kind, quality and condition but in the event the insured property is not repaired or replaced recovery will not exceed the ACTUAL CASH VALUE.
- E. Valuable Papers and Records The cost to reproduce the insured property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material.
- F. ELECTRONIC MEDIA or ELECTRONIC DATA The cost of the blank media, plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.
 - This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.
- G. Trees, Shrubs and Plants The cost to replace with property of like kind and quality plus the proper proportion of labor expended if such damage occurs after installation.
- H. Office and Construction Trailers/Semi-trailers and their Contents If not more than 5 years old as of the expiration date of this Policy, based on the manufacturer's model year, and the NAMED INSURED repairs or replaces the insured property, the least of the following shall apply:
 - 1. The cost to replace the lost or damaged insured property, without deduction for depreciation, with new property of comparable quality and utility;



Valuation (cont.):

2. The amount the NAMED INSURED actually spends to repair or replace the lost or damaged insured property.

If the insured property is more than 5 years old or the NAMED INSURED does not actually repair or replace the insured property within a reasonable period of time after the date of LOSS, the Company will pay the ACTUAL CASH VALUE

The Company will pay for direct physical LOSS to insured property by determining its REPLACEMENT COST, provided that the NAMED INSURED actually repairs or replaces the lost or damaged insured property, or begins to repair the damaged insured property, within 24 months from the date of direct physical LOSS; otherwise, the Company will pay for direct physical LOSS to insured property by determining its ACTUAL CASH VALUE.

Premium:

\$ 38,949.00	Policy Premium
474.00	TRIA Premium
\$39,423.00	Total Premium



Contractor's Pollution Liability 1/24/2022 to 10/24/2024

Carrier: AIG Specialty Insurance Company – (Best Rating A XV)

Projects Covered: Odor Control & Corrosion In	mprovements	Project
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☒ Occurrence ☐ Claims Made Form:

Limits:

Option:

\$10,000,000 Coverage A – Each Loss Limit

Policy Aggregate Limit \$10,000,000

Deductible: \$25,000

Exposure Basis: \$12,241,358 *Revenue*

Terms & Conditions:

• Minimum Earned Premium: 25%

Subjectivities:

- Signed AIG COPS, CPO, CPL Application including applicable attachments
- Currently Valued Loss Runs (Minimum four years)
- Written request to bind
- Completed Surplus Lines Form
 Confirmation of Acceptance or Rejection of TRIA
- Details of Storm Water Prevention Plan Protocols
- **Current Financials**

Premium:

	Policy Premium
234.00	Terrorism Premium
657.03	Surplus Lines Taxes & Fees
\$26,938.03	Total Premium



Contractor's Pollution Liability (continued)

Gaining the Ultimate Value-Added Advantage through AIG Environmental

It is our goal to enhance the coverage of every environmental insurance policy by providing insureds exclusive access to market-leading tools and programs to help manage risk, mitigate environmental losses, conduct loss control, and optimize emergency response:

PIER (Pollution Incident and Environmental Response)®

Policyholders have access to a nationwide network of pre-screened emergency response contractors, environmental specialists, or crisis management firms who respond in a timely manner to environmental incidents at pre-negotiated rates, thus helping insureds to minimize or mitigate losses associated with such incidents. Environmental insurance policyholders are automatically enrolled in this program.

 We have the right resources to help you respond to an environmental incident-call 1-877-PIER NOW (743-7669) and speak with a representative or access our PIER mobile website at www.aig.com/pier from your mobile device.

Claims Expertise

Our environmental claims operation, with 60+ claims specialists, is the largest in the industry. The depth and breadth of our operation means we can devote expertise to environmental claims of all types.

 Report your claim by sending a fax to 866-260-0104, emailing <u>SeverityFNOL@aig.com</u>, or log onto our PIER mobile website at <u>www.aig.com/pier</u>, open the Claims accordion, click on Claims Form and follow the instructions.

RiskTool Advantage®

RiskTool Advantage® provides a unique web-based system that provides clients with access to training, best practices and more, to help improve risk management. The complimentary, web-based system provides:

- the ability to implement a company-wide training program for environmental, health and safety best practices
- create customized training videos using a smartphone or iPad and upload them into RiskTool Advantage[®] for use
- choose from a video library of over 100 titles, many available in languages other than English
- · use mobile app to log into account remotely for access to training courses and videos

Register for RiskTool Advantage® by contacting a risk consulting representative.

Transportation Loss Control

We provide a number of transportation-related loss control programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include driver monitoring and mock Department of Transportation audits.

To learn more, contact environmental@aig.com

AlG Environmental is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance with a pollution-release event.



Owners Protective Professional Indemnity 1/24/2022 to 10/24/2024

Carrier: Berkley Assurance Company – (Best Rating A XV)

Projects Covered: Odor Control & Corrosion Improvements Project

Limits:

Protective Professional Indemnity		
\$2,000,000	each claim	
\$2,000,000	aggregate	
Third Party Cl	aim Defense & Indemnity	
\$2,000,000	each claim	
\$2,000,000	aggregate	
\$2,000,000	Combined Policy Aggregate Limit of Liability	
Defense Cost Outside the Limit		
\$1,000,000	each claim	
\$1,000,000	aggregate	

Self-Insured Retention:

Protective Professional Indemnity

N/A each claim

Protective Contractor's Pollution

N/A each claim

Third Party Claim Defense & Indemnity

\$100,000 *each claim*

Additional Coverages:

Coverage	Limit of Liability (each claim)	Limit of Liability (aggregate)
Litigation Attendance Reimbursement	\$500	\$5,000
Subpoena Defense Expense	\$10,000	\$10,000
ADA and FHA Defense Expense	\$10,000	\$10,000
Corporate Reputation Rehabilitation	\$10,000	\$10,000
Litigation Expense Reimbursement	\$10,000	\$10,000
Building Information Modeling – Extra Expense	\$10,000	\$10,000



Owners Protective Professional Indemnity (continued)

Minimal Coverage Requirement:

Entity Name of Description	Professional Liability Limit	
Tetra Tech of Michigan, PC	\$1,000,000	
L D'Agostini & Sons, Inc.	\$1,000,000	
All other directly contracted	\$1,000,000	
Responsible Professional Entities		

Retroactive Date: February 19, 2021

Terms & Conditions:

- 90 Day Notice of Cancellation, except 15 days for Non-Payment of Premium
- 120 Month Extended Reporting Period or the Statute of Repose

Policy Forms, Endorsements and Exclusions:

#	Form ID Number	Form Name
1	BCP-10003 (12-15)	Service of Suit
2	BCP-10005 (07-20)	In Witness-BAC
3	BCP-10007 (12-15)	Fraud Notice
4	BCP-10008 (01-16)	Policyholder Disclosure Notice of Terrorism Insurance Coverage
5	OPUS-10004 (02-16)	Nuclear Energy Liability Exclusion Endorsement
6	OPUS-10005 (01-16)	Terrorism Exclusion Endorsement
7	OPUS-10006 (01-16)	Cap on Losses from Certified Acts of Terrorism Endorsement
8	OPUS-10107 (11-17)	Affirmation of Difference in Conditions Applicability Endorsement
9	OPUS-10118 (02-19)	Responsible Entity Waiver of Subrogation Affirmation Endorsement
10	OPUS-80001 (12-15)	Claims and Circumstance Reporting Guidelines
11	OPUS-12004 (03-16)	Specified Projects Endorsement
12	OPUS-12005 (05-16)	Amendment of Condition B. Audit and Inspection Endorsement
13	OPUS-11005 (02-16)	Deletion of Specified Coverages Endorsement
14	OPUS-12008 (05-16)	Minimum Earned Premium Endorsement



Owners Protective Professional Indemnity (continued)

Subjectivities:

- Completed, signed and dated Berkley Construction Professional Application
- Certificates of Insurance from the Entities described in the Minimum Coverage Requirement section of this document evidencing professional liability insurance.
- Copy of the executed agreement between you and the prime contractors performing construction services
- Certificates of Insurance from the entities described in the MIR section of this document evidencing professional and pollution liability insurance.
- Final proposed budget for the Specified Project.
- Final construction schedule for the Specified Project.

Premium:

\$95,000.00	Policy Premium
2,375.00	Surplus Lines Taxes & Fees
\$97,375.00	Total Premium



\$3M X \$2M Excess Owners Protective Professional Indemnity

1/24/2022 to 10/24/2024

Carrier: Vantage Risk Specialty Insurance Company – (Best Rating A- XIII)

Projects Covered: Odor Control & Corrosion Improvements Project							
Form:	☐ Occurrence	☑ Claims Made					
Limits:							
Limits: \$3,000,000 \$3,000,000	each claim aggregate						

Underlying Coverages & Limits:

Owners Protective Professional Indemnity

Protective Professional Indemnity

\$2,000,000 *each claim* \$2,000,000 *aggregate*

Third Party Claim Defense & Indemnity

\$2,000,000 *each claim* \$2,000,000 *aggregate*

Subjectivities:

• Complete underwriting submission including all subjectivities required by Berkley.

Premium:

\$95,000.00	Policy Premium
2,375.00	Surplus Lines Taxes & Fees
\$97,375.00	Total Premium



Macomb Interceptor Drain Drainage District Premium Summary

1/24/2022 to 10/24/2024

Projects Covered: Odor Control & Corrosion Improvements Project

INSURANCE POLICIES	PROPOSED PREMIUM
INSURANCE FULICIES	
Builder's Risk ACE American Ins. Co.	\$39,423.00 \$12.2M Hard Costs \$1.5M Soft Costs
General Liability Navigators Specialty	Included in April 2022
Excess Liability Various Carriers	Program \$50M Total Limit
Contractors Pollution Liability AIG Specialty Ins. Co.	26,938.03 \$10M Limit
Owners Protective Professional Indemnity (OPPI) Berkley Assurance Company	97,375.00 \$2M Limit \$1M Defense Outside
Excess OPPI \$3M X \$2M Vantage Risk Specialty Ins. Co.	97,375.00 \$3M Limit
Total Premium:	\$261,111.03

Premium Payment Plan

Builder's Risk, Contractors Pollution Liability,	☒ Pay in Full
Owners Protective Professional Indemnity, and	⊠ Agency Bill
Excess Owners Protective Professional Indemnity	



Proposal Disclosure

This document does not amend, extend, or alter coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page, and any endorsements and discuss them with your Meadowbrook agent. A specimen policy may also be available for your review from the insurance company. Actual policy conditions may be amended by endorsement or state law."

Meadowbrook, Inc. strives to place your insurance with financially-sound insurance carriers. There are many financial rating companies who assign credit ratings to participating insurance carriers (i.e., A.M. Best Company). These ratings are the financial rating company's independent opinion about the financial stability of the insurance carrier and, as a result, vary among insurance carriers. Not all insurance carriers choose to be rated by these services. Please be aware of this rating, or lack thereof, for the insurance carrier listed on your proposal. Meadowbrook, Inc. is not responsible for, nor guarantees, the financial solvency of any insurance carrier through which it places your insurance.

We are pleased to present this insurance proposal and thank you for the opportunity. We look forward to serving you in the future.

Client Signature_	 	 	
Date			



Candice S. Miller



Public Works Commissioner Macomb County

To: Eight & One-Half Mile Relief & Macomb Interceptor Drain Drainage District Board Members

From: Stephen Downing, Construction & Maintenance Manager

Date: January 9, 2023

Subject: Meadowbrook Insurance Agency Contract Amendment – Safety Manager

The Macomb County Public Works Office (MCPWO) is currently overseeing several significant infrastructure projects. These projects are complex in nature, each presenting their own set of unique circumstances in terms of scope, location, etc. I recently conducted a safety review of our active construction projects and our upcoming projects that will start this year. Additionally, I have had discussions with other MCPWO personnel regarding job-site safety. I have concluded that during this very active time our office would benefit from the addition of a Safety Manager that is specifically dedicated to the overall safety of our job sites. This is something that was considered prior to the start of these projects and at the time was determined to not be necessary but we would re-evaluate the need on a regular basis.

Below is a Table that summarizes the current and upcoming projects that would directly benefit from the addition of a temporary Safety Manager.

Project Name	Project Owner	Project Status		
Segment 5 Rehab	MIDDD	Active - Expected Completion September 2023		
Segment 6 Rehab	MIDDD	Active - Expected Completion June 2023		
Odor & Corrosion Control Facilities	MIDDD	Active - Expected Completion June 2024		
In-System Storage	8 ½ Mile Relief	Active - Expected Completion February 2024		
Chapaton Canal Upgrades	8 ½ Mile Relief	Expected Start Late 2023		
Chapaton Electrical Upgrades	8 ½ Mile Relief	Expected Start Late 2023		
Chapaton Sluice Gate Rehab	8 ½ Mile Relief	Expected Start Late 2023		
9 Mile Emergency By-pass Rehab	8 ½ Mile Relief	Expected Start Late 2023		

This is a temporary measure that will provided an added layer of job-site safety oversight on many of our active projects. The team at Meadowbrook Insurance Agency (MIA) has identified an extremely suitable candidate to fill this temporary position. This Safety Manager will be a 40-hour a week position billed at an hourly rate of \$97.00 per hour in accordance with the terms outlined in the MIA Contract Amendment No.2.

It is recommended that this temporary position be retained for a minimum of 9-months. The MCPWO will assess the need to maintain this position on a regular basis. Based on the current active project schedule the cost allocation for the 9 month period will be 75% MID and 25% 8 ½ Mile Relief. This correlates to an estimated MID cost of \$104,760 and 8 ½ Mile Relief cost of \$34,920 for the initial 9 month period.

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

execute the con	The action is that the Macomb Interceptor Drain Drainage District Board authorize the Board Chair to execute the contract amendment with Meadowbrook Insurance Agency for the addition of a temporary Safety Manager.								
Attachments:	Meadowbrook Insurance Agency Contract Amendment No. 2								

Contract for Insurance Consultant and Agency Services Macomb County Wastewater Capital Improvement Program OCIP

Amendment 2

Amendment 2 is effective December ___, 2022 and is attached to and made part of the Contract for Insurance Consultant and Agency Services Macomb County Wastewater Capital Improvement Program OCIP ("Agreement") effective February 10th, 2020 by and between Meadowbrook, Inc. ("MIA") and Macomb Interceptor Drain Drainage District and Eight and One-Half Mile Drainage District ("OWNER"). This Amendment may refer to MIA and Owner individually as Party and collectively as Parties.

In consideration of the mutual covenants in this Amendment, the Parties agree the following paragraphs of the Agreement are amended as follows:

- 1. The following definitions are added to the Agreement:
 - 12. **Construction Safety Consultant ("CSC").** The authorized Full-time representative of MIA assigned to coordinate and promote construction safety and health at the Project Sites during construction. The CSC will be MIA's agent or employee and under MIA's supervision. As used herein, the term CSC includes any assistants of CSC agreed to by OWNER. The duties and responsibilities of the CSC are set forth in Exhibit A hereto.
 - 13. Safety Plan. General Contractor's safety plan for this project.
- 2. Section A -Consultant and Agency Services:

Section A is modified by adding the following language to the bottom of subsection "Item No. 1 Services Provided:"

1.8 Furnish a full time Construction Safety Consultant to assist MIA in providing loss control presence on the OCIP Project Site. The CSC will be in charge of all phases of the Project as it relates to safety and available at all times the project is in progress. The CSC shall be a competent person and must be approved by the Owner. The duties and responsibilities of the CSC are fully described in Exhibit A. While the CSC shall be responsible for coordination among all employers at the project sites to provide a safe and healthful worksite, it is the responsibility of the Contractors to take all necessary and prudent measures and precautions and institute all programs necessary to ensure the safety of the public and of Contractor's workers performing the Work on the Project, and to prevent accidents or injury to any persons on, about or adjacent to the Sites.

3. <u>Section C – Compensation for Consulting Services and Term of Projects</u>

Section C is modified by adding the following language to the bottom of subsection "1. Compensation":

MIA shall be compensated for the Construction Safety Consultant services contemplated in Exhibit 1 – Duties, Responsibilities, and Limitations of Construction Safety Consultant, on a time and material basis. MIA shall be paid by Owner each quarter in advance for providing the Services. Owner shall pay MIA for a guaranteed minimum of 40 hours of work each week at a standard rate of \$97 per hour for the Services. On each bill for the Services, MIA shall bill Owner for the expenses incurred in the previous three (3) months in addition to the advanced payment for the next three (3) months of Services. On each bill, MIA shall also bill Owner at the standard rate per hour for any work exceeding the guaranteed minimum of 40 hours a week. Upon execution of this Amendment, Owner shall pay for the initial 3 months of CSC Services.

Thereafter, MIA will bill Owner every three months beginning after the execution of Amendment #2.

The Services are to be provided until Owner provides ninety (90) days advanced written notice or terminates the Agreement. After receipt of this notice, final fees will be pro-rata based on the actual usage period. Every year after the effective date of this Amendment, MIA is entitled to increase the standard rate by an additional 5%.

On-Site services will require the establishment of an office, office equipment, and other necessary appurtenances, all of which shall be provided as follows:

- MIA will provide a computer, printer, other office equipment and office supplies.
- Owner will provide an office, internet connection, office furniture and utilities for the duration of the project.
- Owner also agrees to reimburse MIA for providing telephone (office and cellular), employee parking, mileage as set by the Internal Revenue Service, and other site expenses of MIA including any required safety equipment, supplies and gear appropriate to the site.

Exhibit "1"

<u>Duties, Responsibilities, and Limitations of Authority of Construction Safety</u> <u>Consultant</u>

MIA shall furnish a Construction Safety Consultant (CSC) to provide a loss control presence on the Project Site. The CSC will be in charge of all phases of the Project as it relates to safety and available at all times the Projects is in progress, **but** not to exceed five days per week, Monday through Friday except holidays and personal time off. The CSC must be approved by the OWNER.

The duties and responsibilities of the CSC are specifically described as follows:

1. General

A. CSC, MIA's agent for the Projects, will act as directed by and under the supervision of MIA, and will confer with MIA regarding CSC's actions. CSC's dealings in matters pertaining to the Projects shall in general be with MIA, Engineer(s), Contractor(s) and Subcontractor(s), keeping OWNER advised as necessary. CSC shall generally communicate with OWNER and Engineer(s), with the knowledge of and under the direction of MIA.

2. Duties and Responsibilities of CSC

- A. Assist the Contractor(s) in developing, maintaining, and coordinating a comprehensive accident prevention program. The safety program shall be specifically designed to control the hazards posed by the Contractor's operations on the Project. It must address methods and procedures to be followed that are specific to the Project. No additional work will start on the Project until the Owner and/or Engineer has approved in writing the Safety Program. A copy of the Safety Program will be maintained by the CSC at the Project Site.
- B. Monitor the compliance of Engineer(s), Contractor(s), and Subcontractor(s) with the Safety Program
- C. Assist Contractor in developing, coordinating and conducting weekly safety meetings of not less than ten minutes duration to be attended by all Engineer(s), Contractor(s), and Subcontractor(s), CSC shall keep and circulate the minutes of such meetings that will include the subjects discuss and persons attending.

Safety Meeting topics should include but not be limited to the following:

- A monthly safety report, including an analysis of accident causes, frequency and severity, with appropriate recommendations relating to the Safety Program effectiveness.
- All accident investigation reports no more than three working days after occurrence, including a summary of first aid treatment.
- Weekly safety meeting reports shall be submitted on a monthly basis.
 Four or five safety meeting reports shall be received at the start of each

month.

- A summary of alleged MIOSHA safety violations within four working days of the alleged occurrence.
- D. Perform daily onsite safety inspections.
- E. Advise Owner when work orders should be issued to Contractor(s) and Subcontractor(s) performing work to reduce the likelihood of serious or willful safety violations.
- F. Obtain from Contractor(s) and/or Subcontractor(s) copies of all investigative reports relative to safety and/or health accidents on the Projects. Monitor Contractor's actions to prevent reoccurrence of safety and/or health accidents on Projects.
- G. Discuss problems relating to safety with Engineer(s), Contractor(s), and Subcontractor(s) and issue deficiency notices to same when work performed is not in compliance with the requirements of the Safety Program. Maintain a record of safety deficiency notices on-site and make records available for inspection by Owner's representatives.
- H. Establish an appropriate safety committee if approved by Owner. Attend the safety committee meetings and prepare and circulate copies of minutes thereof.
- I. Provide Owner and Engineer(s) with copies of the insurance company reports that are issued periodically.
- J. Oversee confined space operations and other work activities as needed to ensure conformance with applicable standards.
- K. Identify any safety issues that arise. Work with the Owner, Engineer(s), Contractor(s), and Subcontractor(s) to resolve any safety issues
- L. Review safety documentation to ensure conformance with applicable regulations
- M. Liaison:
 - Serve as MIA's liaison with Contractor(s) and Engineer(s), working principally through Contractor's superintendent and/or Engineer's Resident Project Representative and assist in understanding the intent of the Project Safety Program.
 - Assist in obtaining from Owner additional details or information when required for proper execution of work.
- N. Report to MIA when clarifications and interpretations of the Contract Documents as they pertain to safety are needed and transmit to Owner, Engineer(s), and Contractor(s) clarifications and interpretations as issued to MIA.
- O. Prepare a daily report or keep a diary or log-book, recording hours on the job site,

- weather conditions, data relative to questions of compliance with life safety and property conservation issues.
- P. Ensure all personnel at the Project Site are properly badged. Issue visitor badges as needed for temporary personnel and keep a record of all visitors to the site. Manage removal of any personnel not properly badged.
- 4. Limitations of Authority by CSC:
 - A. Shall not authorize any deviation from the Contract Documents unless authorized by MIA and approved by Owner.
 - B. Shall not exceed limitations of MIA's authority as set forth in the Agreement or the Contract Documents.
 - C. Shall not undertake any of the responsibilities of Engineer(s), Contractor(s), Subcontractor(s), Suppliers, or Contractor's superintendent.
- 5. Authority of CSC:
 - A. Coordinate and promote safety precautions and programs in connection with the Work. If CSC observes and recognized a life-threatening situation arising from Work, as MIA's representative, CSC shall have the authority to stop the progress of the Work to protect the safety of any persons, or to protect against property damage. MIA shall not be responsible for any Contractor delay claims as a result of issuing such directive(s), unless such claims arise out of or relate to a grossly negligent act, error, or omission of MIA or its CSC.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first referenced in this Amendment.

WITNESSES:	
Meadowbrook, Inc.	Macomb County Drain Drainage District
1	
By: David Sheeran	By: Candice S. Miller
Its: President	Its: Chair
	Eight and One-Half Mile Drainage District
	By: Candice S. Miller
	Its: Chair
WITNESSES:	
Meadowbrook, inc.	Macomb County Drain Drainage District
3	By: Emily Engelmann
By: Phillip Anderson	Its: Administrative Assistant
Its: Account Manager	

MACOMB INTERCEPTOR DRAINAGE DISTRICT 12/06/2022 - 01/03/2023

Funding Source	<u>Apportionment</u>	Manager	<u>Vendor</u>	Amount	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>P</u>	roject P	Balance
Macomb Interceptor	Chapter 20								
Drain	Chesterfield – 7.4212%								
	Clinton – 21.2122% Fraser – 4.1667%								
	Harrison – 6.3461%								
	Lenox – 1.1179%								
	Macomb – 14.0617%								
	New Haven – 0.8255% Shelby – 9.7911%								
	Sterling Heights – 30.6812%								
	Utica – 1.6170%								
	Washington – 2.7596%								
		Astorino	Access Interactive LLC	\$ 3,796.90	Invoice #INV000110783 - 11.15.22	SCADA Maintenance			
		Astorino	Anderson, Eckstein & Westrick	\$ 10,967.10	Invoice #141259 - 12.8.22	21 Mile/Garfield Interceptor Lining - 10.24.22 -	\$	106	5,419.90
		Astorino	Aquasight	\$ 65,140.00	Invoice #000740 - 12.01.22	Covid-19 Monitoring - Grant	\$	589	9,385.00
		Astorino	City of Mt. Clemens	\$ 18,857.34	Invoice #28005150 - 12.13.22	Monthly Utilities - October 2022			
		Astorino	Department of Roads	\$ 1,452.85	Invoice #302300 - 10.31.22	Fleet Fuel - October 2022			
		Astorino	DTE Energy	\$ 1,139.30	Invoice #22-436 - 12.02.22	Monthly Electric - 11.01.22 - 12.01.22			
		Astorino	Fishbeck	\$ 1,194.52	Invoice #418634 - 12.28.22	GLWA Assistance through 12.23.22			
		Astorino	Fishbeck	\$ 1,327.00	Invoice #418712 - 12.28.22	As-Needed Services - Confined Space/LOTO	\$	22	2,984.86
		Downing	FK Engineering Associates	\$ 76,111.28	Invoice #20-058-030 - 12.07.22	Segment 6 CCA - 11.06.22 - 12.03.22	\$	658	3,290.21
		Downing	FK Engineering Associates	\$ 78,306.43	Invoice #20-152-024 - 12.07.22	Segment 5 CCA - 11.06.22 - 12.03.22	\$	1,451	1,412.80
		Astorino	HESCO	\$ 9,664.00	Invoice #2214083 - 12.20.22	PH Probes - COVID Grant			
		Astorino	Hydraulic Manifolds	\$ 4,716.00	Invoice #175300 - 12.20.22	CS-3 Spare Parts			
		Baker	KHVPF	\$ 3,222.50	Invoice #48981 - 11.01.22	Local Community Agreements/Policy			
		Baker	KHVPF	\$ 1,140.00	Invoice #49007 - 12.01.22	Contract Review - Cummins			
		Downing	Macomb County Treasurer	\$ 1,256.27	Invoice #22-440 - 08.23.22	Dropbox Licenses			
		Downing	Oscar Renda Contracting	\$ 271,530.00	Invoice #WO19024 Est #27 - 12.06.22	Romeo Arm Segment 5 Lining	\$	16,839	9,956.95
		Downing	Ric-Man Construction	\$ 785,411.17	Invoice #WO21026 Est #15 - 12.06.22	Segment 6 Services 11.01.22 - 11.30.22	\$	7,642	2,065.44
		Astorino	Verizon	\$ 1,297.53	Invoice #9921302594 - 11.23.22	Monthly Cellular - 10.24.22 - 11.23.22 (Eq. Fund)			
		Astorino	Verizon	\$ 1,734.60	Invoice #9921302594 - 11.23.22	Monthly Cellular - 10.24.22 - 11.23.22			
BIOFILTER		Astorino	De-Cal, Inc.	\$ 556.20		4th Quarter HVAC Preventive Maintence			
CPS		Astorino	Clinton Township Treasurer	\$ · ·	Invoice #22-435 - 12.06.22	Monthly Water - November 2022			
		Astorino	De-Cal, Inc.	\$,	Invoice #WO90022091-4 - 12.23.22	4th Quarter HVAC Preventive Maintence			
		Astorino	DTE Energy	\$ · ·	Invoice #22-428 - 12.06.22	Monthly Electric - 11.01.22 - 12.01.22			
		Astorino	Home Depot	\$	Invoice #1114902 - 12.12.22	Supplies			
		Astorino	JETT Pump & Valve	\$	Invoice #22674 - 08.03.22	24" Plug Valve Parts			
		Astorino	METCO Consulting Services	\$	Invoice #1717-41 - 12.05.22	Flow Control	\$		5,129.29
		Astorino	METCO Consulting Services	\$ 	Invoice #1717-42 - 12.05.22	Electrical Room/AC-Design	\$	13	3,518.73
METERS		Astorino	HESCO	\$	Invoice #2214081 - 12.20.22	CEW/Flow Parts	<u> </u>		
NGI		Astorino	Fishbeck	\$ 6,400.00	Invoice #418685 - 12.28.22	Inspection Program through 12.23.22	\$	57	7,630.63
OMID		Astorino	Access Interactive LLC	\$ 618.10	Invoice #INV000110783 - 11.15.22	SCADA Maintenance			
		Baker	KHVPF	\$ 1,815.00	Invoice #49008 - 12.01.22	GLWA Contract Review			

Total \$ 1,385,556.68

	2023			REMAINING	
DESCRIPTION	FINAL BUDGET	ENCUMBERED	ACTUAL	BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
GLWA-OMID	48,014,249		24,009,672	24,004,578	50.0%
OMID O&M	4,358,913		2,179,457	2,179,457	50.0%
Settlement	100,000			100,000	0.0%
Reimbursements	225,000		63,734	161,266	28.3%
PY Revenue-Fund Balance	16,738,220			16,738,220	0.0%
Reimb-Local Communities	17,159,080		8,579,540	8,579,540	50.0%
COVID Grant	-		705,520		100.0%
Interest	50,000		180,977	(130,977)	362.0%
Total Revenue Accounts	86,645,462	-	35,718,899	51,632,083	41.2%
EXPENSE ACCOUNTS					
GLWA-OMID	48,014,249		24,009,672	24,004,578	50.0%
OMID O&M	4,358,913		2,179,457	2,179,457	50.0%
Public Works Wastewater Disposal Division	1,889,760		749,032	1,140,728	39.6%
Office Operations/Insurance	343,100		41,468	301,632	12.1%
SCADA	461,990		100,306	361,684	21.7%
Engineering	,			002,001	
Replenish reserve from CPS refunding	618,680			618,680	0.0%
Drop shaft rehab Design	1,600,000		177,965	1,422,035	11.1%
METCO As Needed	75,000		36,392	38,608	48.5%
Data Review-Aquasight	58,000		18,000	40,000	31.0%
Annual Meter Dye Testing	50,000		26,181	23,819	52.4%
As Needed Engineering	250,000		40,834	209,166	16.3%
Odor and Corrosion Construction/CCA	3,280,000		4,223	3,275,777	0.1%
GLWA Assistance	30,000		4,151	25,849	13.8%
General Construction/Engineering Contingency-All Projects	450,000		4,131	450,000	0.0%
Garfield Interceptor Lining Pilot	-100,000		56,165	(56,165)	100.0%
As Needed Applied Science	25,000		30,103	25,000	0.0%
As Needed Metco	60,000		13,896	46,104	23.2%
Level Sensors/Pressure/H2S-Meters	214,200		13,030	214,200	0.0%
Odor and Control-Construction	7,010,000		103,903	6,906,097	1.5%
Segment 6 Construction Administration	685,530		589,644	95,886	86.0%
Segment 6 Construction/CCA from reserve	-		2,662,755	(2,662,755)	100.0%
Wastewater Master Plan from reserve			18,081	(18,081)	100.0%
SY-S-1, SY-S-2, & WA-S-1 Meter Const Admin/Rehab	927,790		17,090	910,700	1.8%
Segment 5 Construction Admin	972,500		418,117	554,383	43.0%
COVID Grant	372,000		705,520	(705,520)	100.0%
Segment 5 Construction from reserve	611,240		1,676,520	(1,065,280)	274.3%
Segment 3 Constituction from reserve	011,240		1,070,320	(1,003,280)	274.370
Legal Services	75,000		11,539	63,461	15.4%
Clintondale PS O&M	870,000		205,747	664,253	23.6%
NGI O&M	307,500		20,336	287,164	6.6%
Meters O&M	228,400		30,942	197,458	13.5%
Control Structures and Pump Stattion O&M	281,370		46,895	234,475	16.7%
Biofilter O&M	25,500		4,995	20,505	19.6%
Contribution Life Cycle Reserve	184,300		,	184,300	0.0%
Interceptor O&M	9,898,300		522,993	9,375,307	5.3%
Stormwater Pump Stations	131,000		65,500	65,500	50.0%
Sewage Disposal Charges - Mt. Clemens	200,000		102,278	97,722	51.1%
Debt Service - Revenue Bonds	2,458,140		1,229,070	1,229,070	50.0%
Total Expense Accounts	86,645,462	-	35,889,666	50,755,796	41.4%

	O&M Balance	O&M	Total 12/31/2022
	6/30/2022		
Cash - Operating	34,922,137	(170,767)	34,751,370
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		35,718,899	35,718,899
Expenditures		35,889,666	35,889,666
			0
Equity*	34,922,137		34,751,370

Detail of 2022 Equity*

 Reserve at 6/30/2022
 10,665,604

 Construction/ Engineering Reserve
 23,088,928

 Life Cycle Reserve
 1,167,605