

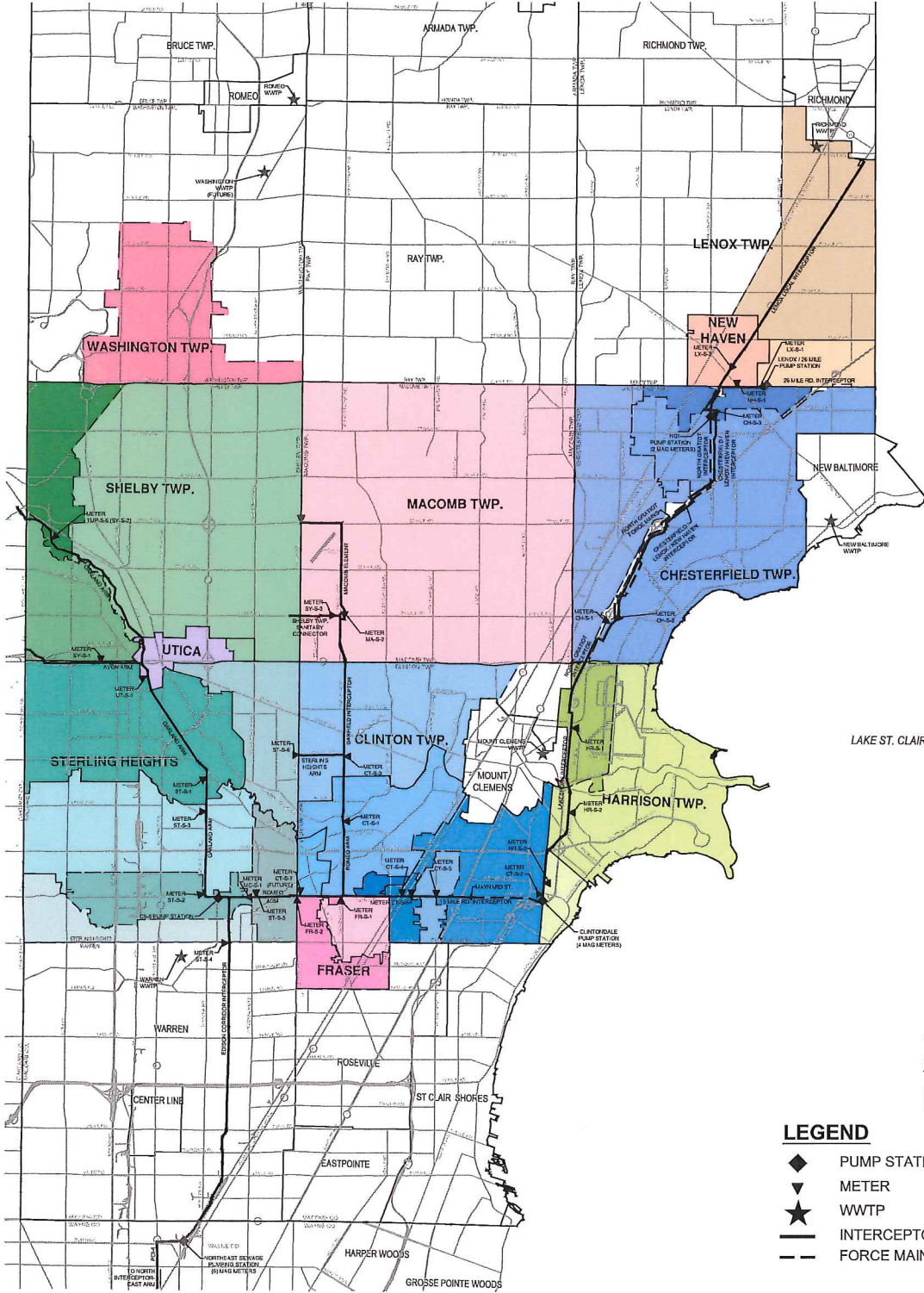
MACOMB INTERCEPTOR DRAIN  
APRIL 9, 2018  
11:00 A.M.  
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for April 9, 2018	
3. Approval of Minutes for March 12, 2018	3
4. Public participation	
5. Liability & Underground Infrastructure Insurance Coverage and Third Party Administrator Proposal – Stephen Saph	6
6. Award of Drop Shaft Rehabilitation Request for Proposals (RFP) – Evans Bantios	16
Motion: To award the proposal for Drop Shaft Rehabilitation to Anderson, Eckstein & Westrick, Inc. (AEW) for \$297,000 and NTH Consultants, Ltd. for \$393,975 for a total cost of \$690,975 and authorize the Macomb County Public Works Commissioner to sign the contract documents	
7. Realtor Agreement and Authorization to List Property – Tamara Keskeny	22
Motion: To approve Realtor Agreement with Kasey Day and authorize listing for sale of home at 34960 Eberlein, Fraser, MI	
8. Consideration for approval of invoices (see attached)	25
9. MIDD Financial Report – Bruce Manning	27
10. Old Business	
11. New Business	
12. Adjourn	

Next Regular Meeting

May 14, 2018 at the Office of the Macomb County Public Works Commissioner,  
21777 Dunham Road, Clinton Township, Michigan 48036

# MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



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



**Candice S. Miller**

MACOMB COUNTY PUBLIC WORKS COMMISSIONER



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 March 12, 2018 at 10:50 A.M.

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

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Vincent Astorino, Operations & Flow Manager, Evans Bantios, P.E., Construction and Maintenance Manager, Jeff Bednar, P.E. Environmental Engineer, Dan Heaton, Public Relations Manager, Bruce Manning, Financial Manager, Barbara Delecke, Administrative Services, Macomb County Public Works

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

Minutes of the meeting of February 12, 2018 were presented. A motion was made by Mr. Mijac and supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3  
NAYS: 0

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

Mr. Bantios updated the Board on the Northeast Pump Station (NEPS). The sinkhole caused excess sediment to build-up in the wet well at the NEPS and is being cleaned as part of the sinkhole repair project. Negotiations are taking place between the Oakland-Macomb Interceptor Drain (OMID) and Great Lakes Water Authority (GLWA) to have Macomb County perform the maintenance and operation of the facility.

A motion to receive and file the update on the NEPS given by Mr. Bantios was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3  
NAYS: 0

A motion was made by Mr. Mijac, supported by Mr. Santo to approve Change Order No. 8 from Dan's Excavating, Inc. for cold weather protection for pavement, reflecting a \$92,260.88 increase to the Recovery Shaft Project.

Adopted: YEAS: 3  
NAYS: 0

A motion was made by Mr. Santo, supported by Mr. Mijac to approve Change Order No. 9 from Dan's Excavating, Inc. for sewage backup not covered by insurance, reflecting a \$33,849.97 increase to the Recovery Shaft Project.

Adopted: YEAS: 3  
NAYS: 0

Request for Proposals (RFPs) are being sought in the development of a Master Plan for the MIDD and the Southeast Macomb Sanitary District (SEMSD). Staff met with the SEMSD Board and requested money to develop the Master Plan. The agreement allows the MID to oversee the development of the Master Plans for both entities.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the Master Plan Intergovernmental Agreement between MIDD and the Southeast Macomb Sanitary District.

Adopted: YEAS: 3  
NAYS: 0

In order to better understand the flows going through the SEMSD, twenty flowmeters will be installed throughout their system. SEMSD will reimburse Macomb County for the purchase of the flow meters and Macomb County will install the meters.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve the sole-source purchase of flowmeters for \$107,616.00 from HESCO on behalf of the SEMSD subject to the terms and conditions of the Intergovernmental Agreement.

Adopted: YEAS: 3  
NAYS: 0

The Chair presented the invoices totaling \$5,867,886.56 to the board for review and approval.

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

Adopted: YEAS: 3  
NAYS: 0

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

Adopted: YEAS: 3  
NAYS: 0

The Sterling Heights vs. MIDD lawsuit was dismissed. The city has the option to appeal the decision.

An open meeting will be held with MID communities in the fall to discuss the events of the last 1½ years and future plans.

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

Adopted: YEAS: 3  
NAYS: 0

The meeting was adjourned at 11:17 a.m.



Candice S. Miller  
Macomb County Public Works Commissioner

STATE OF MICHIGAN  
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage District shown on the attached set of minutes, on March 12, 2018, the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller  
Macomb County Public Works Commissioner

DATED: 3/13/18

9171.bd

Chapter 20  
Expenses 10/1/20016 - 9/30/2017  
Insurance Cost Breakdown

DRAIN NAME	PERCENT	PORTION OF INSURANCE
Eight Half Mile Relief	2.000%	\$ 3,647.04
MIDDD	98.000%	\$ 178,704.96

Insurance bill	\$ 182,352.00
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\*\*\* After an analysis of the 2017 expenses, other drain's portions were minimal and insignificant

MIDDD Costs	
Liability	\$ 178,704.96
Third-Party Administrator	\$ 1,500.00
Underground Infrastructure	\$ <u>12,000.00</u>
MIDDD Total Cost	\$ 192,204.96

## II. Responding Insurance Carrier Proposals

### ACE American Insurance Company Proposal

This proposal reflects an occurrence limit of \$10,000,000. The \$10,000,000 limit is assembled by way of an underlying excess policy (ACE) and a separate excess layer.

#### **Primary Layer**

ACE American Insurance Company (Chubb)

Rating – A++ XV Stable, Admitted

General Liability afforded on an Occurrence basis excess of a retained limit.

Public Officials' and Employment Practices Liability afforded on a Claims Made basis excess of a retained limit. As a Claims Made policy form, a Retroactive Date reflecting the first date that coverage is secured will be afforded.

Separate limits afforded for the general liability (including the sewage backup) and the public officials' (including the employment practices liability).

Excludes Automobile Liability. Includes a specific Sewage Backup Endorsement (full limits).

The retained limit is applicable to both defense costs and the payment of third-party damages.

Defense costs will be applied to the afforded coverage limit for the general liability and sewage backup coverages (payment of defense costs reduces the available limits of liability).

Defense costs are outside of the carrier afforded limits of liability for the public officials' and employment practices liability (payment of defense costs will not reduce the available limits of liability).

Each Occurrence Limit –	5,000,000
Aggregate Limit –	5,000,000
Retained Limit -	250,000

#### **Excess Layer**

Hallmark Specialty Insurance Company

Rating – A- VIII Stable, Non-Admitted

Each Occurrence Limit –	5,000,000
Aggregate Limit –	5,000,000

#### **Annual Premium**

Primary Layer -	178,985.00
Excess Layer -	67,015.00
Surplus Lines Tax & Regulatory Fee -	1,675.38
<b>Annual Premium (excluding Terrorism) -</b>	<b>247,675.38</b>
Additional Premium for Terrorism -	9,873.50

## II. Responding Insurance Carrier Proposals

### Trident Public Risk Solutions Proposal

Argonaut Insurance Company

Rating – A XIII Stable, Admitted

General Liability, Non-Owned Automobile Liability, and Public Officials' Liability – all afforded on an Occurrence basis excess of a retained limit.

The retained limit is applicable to both defense costs and the payment of third-party damages.

Defense expenses are outside of the limits of liability afforded by the carrier (payment of defense expenses will not reduce the available limits of liability).

An aggregate does not apply to the Automobile Liability coverage.

Excludes Employment Practices Liability.

Separate limits are afforded for each line of coverage (general liability, public officials', and automobile liability). Payment of damages for one line of coverage will not impact or reduce the limits available and dedicated to the remaining lines of coverage.

#### **Option One**

Each Occurrence Limit –	11,000,000
Aggregate Limit –	12,000,000
Retained Limit -	250,000
<b>Annual Premium (excluding Terrorism) -</b>	<b>182,352</b>
Additional Premium for Terrorism -	4,910

#### **Option Two**

Each Occurrence Limit –	11,000,000
Aggregate Limit –	12,000,000
Retained Limit –	500,000
<b>Annual Premium (excluding Terrorism) -</b>	<b>166,264</b>
Additional Premium for Terrorism -	4,471



### **III. Third-Party Administrator Proposal**

The insurance proposals as presented include self-insured retentions (SIR) that must be satisfied by the insured before the carrier responds. With this manner of coverage, the carrier treats the named insured as an underlying carrier with regard to the responsibilities for the administration and payment of claims within the SIR. To assure appropriate claims administration, claim history record keeping, and proper notice to the excess carrier, the services of a third-party administrator (TPA) are required.

Included with this proposal you will find a separate, detailed proposal from the ASU Group for TPA services. Section 8 of the proposal defines hourly rates and an annual Administration Fee.

In speaking with an ASU representative, we have been advised that the average claim takes approximately eight hours (one full day) to complete. Using the hourly time and expense rate of \$79, the estimated cost per claim would be \$632. This is an expense that would be paid by the insured. All expenses paid to the TPA are applicable to the SIR.

A representative from ASU is available to meet with representatives from the Public Works Department to discuss their proposal and services in greater detail.

## *Fees for Service*

*A. Time & Expense*

*Per Hour:                 \$79.00*

*The above fee would be guaranteed for a three year contract with an optional contract for years 4 and 5 at \$84.00 per hour.*

*B. Administration Fee*

*Annually:                 \$1,500*

*Included in the Administration Fee are the following:*

- Designated Account Team*
- 24-Hour Claim Reporting via 800 Number Call Center*
- Reporting to Excess Carrier(s)*
- Claim Indexing/ISO Reporting*
- On-Line Access to Data*
- Monthly Loss Run, Delivered Electronically*
- Quarterly Claim Review Meetings*
- Storage of Files Closed less Than 24 Months*
- 1099 Preparation*
- Mandatory Medicare Reporting*

*C. Loss Control Services*

*Per Hour:                 \$125.00*

*D. Allocated Loss Expenses*

*Allocated loss expenses will be billed separate from ASU service fees and will be paid from the claim account. Allocated Loss Expense includes but is not limited to the following:*

- Fees to attorneys for claims in suit and representation at hearings or pretrial conferences*

- *Fees to court reporters*
- *All court costs, court fees and court expenses*
- *Interest paid as a result of litigation*
- *Fees for service of process*
- *Costs of undercover operative and detective services (i.e. surveillance, alive and well surveys), costs of employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams*
- *Costs for employing experts for their advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought*
- *Costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of the Client's liability*
- *Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings*
- *Costs of copies of any public records and/or medical records*
- *Costs of depositions and court reported and/or recorded statement*
- *Costs and expense of subrogation when referred to outside attorneys*
- *Costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one time basis to resolve disputes*
- *Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of the Client which must have the explicit prior approval of the Client*
- *Vocational rehabilitation, medical management and associated services*
- *Field investigations*
- *Medical cost containment services*

*Additional claim administration services including, but not limited to, field investigations, claim meetings, required attendance at trials, and special claim reports requiring professional assistance, will be billed at prevailing hourly rates.*

*Claim files will be returned to the Client at 24 months from date of file closure.*

## **Macomb County Infrastructure Property Insurance Proposal**

**Carrier** – Affiliated FM Insurance Co. Parent Company – Factory Mutual Insurance Co.

**A. M. Best Rating** – A+ XV, Stable. Admitted Carrier.

**Term of Policy** – July 1, 2017 to July 1, 2018

**Coverage** - Covers property declared in the policy (scheduled locations) against all risks of physical loss or damage, except the following exclusions:

- Nuclear reaction, radiation, or contamination.
- War
- Dishonest acts by an insured.
- Seepage or influx of water from natural underground sources.
- Wear and tear, deterioration, depletion, rust, corrosion, erosion, inherent vice, or latent defect.
- Faulty workmanship, material, construction, or design.
- Settling, cracking, shrinking, bulging or expansion of: foundations, walls, floors, roofs, and ceilings.
- Insect, animal, or vermin damage.

**Limits:**

- \$25,000,000 per occurrence
- \$50,000,000 annual aggregate

**Sub-limits:**

- Earth Movement - \$5,000,000
- Flood - \$5,000,000
- Expediting Expenses - \$250,000
- Land and Water Cleanup - \$50,000

**Deductible** - \$250,000 (Buildings, contents, etc. subject to a \$100,000 deductible.)

**Valuation** - Cost to repair or cost to rebuild or replace.

**Rate** - \$0.03 per \$100 of value.

**Rateable Exposure and Premium –**

- Inventory dated February 6, 2018 - \$394,844,620
- Less deletions – (\$51,548,356)
- TIV - \$343,296,264

**Annual Premium** - \$102,989 (Premium would be pro-rate for the 1st yr.)

Estimates (in addition to values and premium reported above) for MSDDD\* - \$100,000,000 exposure; \$30,000 annual premium. NGIDDD\* - \$50,000,000 exposure; \$15,000 annual premium.

\*Not included in February valuation report.

**Coverage Examples:**

- **Sinkhole or Earthquake** - Sinkhole related to surrounding soil conditions, not structural failure of infrastructure.
- **Water Pressure** - Either from surface water flooding or water from burst water transmission lines.
- **Gas Explosion**
- **???**

Please refer to the actual policy forms for terms, conditions, definitions, and exclusions. Coverage examples are meant as illustrative and not based upon any known or actual occurrences.

Stephen R. Saph Jr.

**Nickel & Saph Inc. Insurance Agency**

586-463-4573

586-463-3135 – FAX

586-747-9315 – CELL

[stephenjr@nickelsaph.com](mailto:stephenjr@nickelsaph.com)

March 1, 2018

# **Macomb County Infrastructure Property Insurance Proposal**

## **Revised to reflect coverage only for the Romeo Arm CS-2 and CS-3**

**Carrier** – Affiliated FM Insurance Co. Parent Company – Factory Mutual Insurance Co.

**A. M. Best Rating** – A+ XV, Stable. Admitted Carrier.

**Term of Policy** – July 1, 2017 to July 1, 2018

**Coverage** - Covers property declared\* in the policy (scheduled locations) against all risks of physical loss or damage, except the following exclusions:

\*Romeo Arm CS-2/CS-3 (Map on Schedule)

- Nuclear reaction, radiation, or contamination.
- War
- Dishonest acts by insured.
- Seepage or influx of water from natural underground sources.
- Wear and tear, deterioration, depletion, rust, corrosion, erosion, inherent vice, or latent defect.
- Faulty workmanship, material, construction, or design.
- Settling, cracking, shrinking, bulging or expansion of: foundations, walls, floors, roofs, and ceilings.
- Insect, animal, or vermin damage.

**Limits:**

- **\$25,000,000** each occurrence
- 
- **\$40,000,000** annual aggregate

**Sub-limits:**

- Earth Movement - \$5,000,000
- Flood - \$5,000,000
- Expediting Expenses - \$250,000
- Land and Water Cleanup - \$50,000

**Deductible** - \$250,000 (Buildings, contents, etc. subject to a \$100,000 deductible.)

**Valuation** – Actual Cash Value.

**Annual Premium** - **\$12,000** (Premium would be pro-rated for the first year.)

**Coverage Examples:**

- **Sinkhole or Earthquake** - Sinkhole related to surrounding soil conditions, not structural failure of infrastructure.
- **Water Pressure** - Either from surface water flooding or water from burst water transmission lines.
- **Gas Explosion**
- **???**

Please refer to the actual policy forms for terms, conditions, definitions, and exclusions.  
Coverage examples are meant as illustrative and not based upon any known or actual occurrences.

Stephen R. Saph Jr.

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[stephenjr@nickelsaph.com](mailto:stephenjr@nickelsaph.com)

March 13, 2018



**Candice S. Miller**

Public Works Commissioner  
Macomb County

From: Macomb County Public Works Office

Date: 4-4-18

To: MIDD Board

Copy: File  
Evaluation Committee

RE: Proposal Evaluation Project Award Recommendation  
MCPWO RFP No.: **MCPWO-WWS-2018-RFP-005**  
MCPWO Proposal Name: **Drop Shaft Rehabilitation**

This is an open competitive contract. The Request for Proposals (RFP) was advertised from 1-5-18 to 2-12-18 on the Michigan Inter-Governmental Trade Network (MITN) website. Sixty-Two (62) solicitations were sent out via MITN and forty (40) firms downloaded the RFP.

The project consists of the design and construction oversight to rehabilitate six drop shaft and pipe structures (a partial design of one of the shafts was previously completed). These structures and pipes include ST-S-4, MA-S-2, CT-S-2, HR-S-2, ST-S-5 and UT-S-1. The drop shaft and pipe structures connect the shallower local sewer system to the deeper interceptors in the MID and OMID system.

Two (2) Addendums were issued during the course of the RFP. The Addendums provided responses to vendor questions submitted during the question period.

On 2-12-18, proposals were received from 5 firms. Each member of the Evaluation Committee independently reviewed and scored the proposals in accordance with MCPWO's policy. The Evaluation Committee conducted post-bid interviews with the top two scoring firms, AEW and NTH, on March 8<sup>th</sup> and 12<sup>th</sup> respectively. The interviews were intended to provide the MCPWO engineering staff an opportunity to ask each consultant a series of questions to clarify components in their proposals, specifically within the work plan and cost sections. Each consultant was asked to provide supplementary information for review and comparison, which was received and reviewed by the Evaluation Committee.

After the post bid interviews were conducted, no adjustments to the evaluations were needed. Based on final scores and pricing, the office determined it made sense to split the work between the two highest rated firms - AEW and NTH Consultants, Ltd. to take advantage of unique approaches and ideas and the different skill sets of each team.

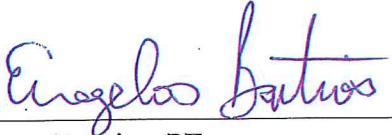
The cost for AEW is \$297,000 and the cost for NTH is \$393,975 for a total cost of \$690,975. As \$800,000 was budgeted for this project, this saves the MIDD \$109,025. The cost allocation between the 2 firms relates to the tasks assigned to each firm. AEW is completing the partially complete

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




design on one structure and starting the design on two other structures. AEW's price for the partially completed design was less than NTH's. NTH is designing and overseeing the construction of three other structures. This proposed allocation in the work assignments saves the MIDD the most money. The AEW team of sub-consultants includes FKE and ASI. The NTH team of sub-consultants includes FTC&H and AECOM. We fully expect the innovative solutions from each of the two teams will lead to the best overall outcome.

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



Evans Bantios, PE  
Construction & Maintenance Manager  
MCPWO Engineering-Wastewater Services



Stephen Downing  
Engineer II  
MCPWO Engineering-Wastewater Services

\_\_\_\_\_  
Steve Rozycki, PE  
Engineer II  
MCPWO Engineering-Wastewater Services

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Hold: \_\_\_\_\_

\_\_\_\_\_  
Authorized Board Member Signature  
Board Name

\_\_\_\_\_  
Authorized Board Member Name (print)

## **Metering Facility Drop Shaft and Connecting Sewers Rehabilitation of Critical Priority Sites**

### ***Project Background***

In 2015 Macomb County Public Works Office consulted Giffels Webster to conduct a condition assessment of the metering facility drop shaft and connecting sewers at twenty-one metering locations as part of SAW Grant No. 1130-01. The results of this study revealed six critical priority locations as defined under the NASSCO assessment and ratings definitions.

The final report is provided for reference in assessment and development of the design and construction documents for this work.

In addition, an existing set of construction documents developed by Giffels Webster for Task 1 is provided for review and reference during development of the ST-S-4 construction documents.

### ***Scope of Work***

The scope of work in this solicitation is separated as follows:

- **Task 1** – Design, Engineering, Issuance of 100% Construction Documents, Permit Approval Process, Access Agreements and Construction Administration for metering facility ST-S-4.
- **Task 2** – Design, Engineering, Issuance of 100% Construction Document, Permit Approval Process, Access Agreements and Cost Estimate for the rehabilitation of five additional metering facilities, which include:
  - 1) MA-S-2
  - 2) CT-S-2
  - 3) HR-S-2
  - 4) ST-S-5
  - 5) UT-S-1

### ***Task 1***

This task includes the following:

- 1) Design Development & Engineering
- 2) Development of 100% Construction Documents\*\*\*
- 3) Permitting Application & Approval
- 4) Access Agreement Development & Approval
- 5) Construction Administration

\*\*\*Macomb County will provide the front end contract language for construction, the Engineer is required to develop all other specification sections and drawings.

### ***Design Development & Engineering***

The selected firm shall design and engineer the drop shaft rehabilitation for metering facility ST-S-4. The design shall be based on best practices available for the current condition of the pipe. A design consideration and feasibility assessment for the use of a transitional flow element in the drop to reduce turbulent flow is a requirement for this project.

### ***Development of 100% Construction Documents***

The selected firm is responsible to develop a comprehensive construction document package for MCPWO to issue an RFP for construction. The construction documents shall include at minimum the following:

- 1) Construction drawings and specifications
- 2) Topographical survey – utilize most recent data available
- 3) Soil erosion, and sedimentation control plan
- 4) Traffic control plan
- 5) By-pass pumping design and plan
- 6) Drop shaft rehabilitation and lining plan
- 7) Paving and restoration plans
- 8) Impacts to existing local utilities and mitigation plan
- 9) As-built and historical plans and details
- 10) All required notes and details
- 11) Access agreement development and approval
- 12) Permit application and approval
- 13) Coordination with applicable State and Local municipalities
  - a. Macomb County Department of Roads
  - b. City or Township construction occurs within
  - c. Utility coordination and temporary/permanent relocation
  - d. Easement assessment and coordination

### ***Construction Administration***

The selected firm shall perform construction administration for the ST-S-4 drop shaft, including, but not limited to the following responsibilities:

- 1) Submittal review, response and logging
- 2) RFI review, response and logging
- 3) Construction activity monitoring and reporting
- 4) Coordination Meetings – Frequency at Owner’s discretion
  - a. Owner’s Meeting
  - b. Subcontractor Meeting
  - c. Misc. Required Meetings

- 5) Review of monthly contractor pay applications
- 6) Close-out document control, organization, review, and approval
- 7) The Engineer is responsible to develop all applicable as-built documents.

### ***Task 2***

This task includes the following:

- 1) Engineering and Design Development
- 2) Development of 100% Construction Documents
- 3) Permitting Application & Approval
- 4) Access Agreement Development & Approval
- 5) Cost Estimate for Construction Administration and Construction

### ***Engineering and Design Development***

The selected firm shall design and engineer the rehabilitation of the drop shaft for the following five critical metering facilities:

- 1) MA-S-2
- 2) CT-S-2
- 3) HR-S-2
- 4) ST-S-5
- 5) UT-S-1

The design shall be based on best practices available for the current condition of the pipe. A design consideration and feasibility assessment for the use of a transitional flow element in the drop is a requirement for this project.

### ***Development of 100% Construction Documents***

The selected firm is responsible to develop a comprehensive construction document package for MCPWO to issue an RFP for construction. The construction documents shall include at minimum the following:

- 1) Construction drawings and specifications
- 2) Topographical survey – utilize most recent data available
- 3) Soil erosion, and sedimentation control plan
- 4) Traffic control plan
- 5) By-pass pumping design and plan
- 6) Drop shaft rehabilitation and lining plan
- 7) Paving and restoration plans
- 8) Impacts to existing local utilities and mitigation plan
- 9) As-built and historical plans and details
- 10) All required notes and details
- 11) Access agreement development and approval

- 12) Permit application and approval
- 13) Coordination with all applicable State and Local municipalities
  - a. Macomb County Department of Roads
  - b. City or Township construction occurs within
  - c. Utility coordination and temporary/permanent relocation
  - d. Easement assessment and coordination

***Cost Estimate***

The selected firm shall provide a cost estimate for the construction phase at each of the remaining five critical facilities. The construction cost should include the firm's construction administration and estimated construction costs. Each firm shall assume a 20 week construction schedule for each site to estimate the construction administration cost.

***Cost Proposal***

Please provide a detailed cost proposal under a separate and clearly labeled cover as described in the Request for Proposal. Please include applicable fee schedule, schedule of values for each task and all other supplementary documents pertaining to cost. Each firm shall provide a Not-To-Exceed cost to perform all tasks described above.

***Schedule***

Please provide a detailed work plan including proposed staffing level and duration to complete the design of each of the six critical priority sites.

***Critical Priority Site Information***

**ST-S-4**

12655 14 Mile Road  
Sterling Heights, MI 48312

**CT-S-2**

35115 Union Lake Road  
Clinton Township, MI 48036

**ST-S-5**

13793 East 15 Mile Road  
Sterling Heights, MI 48312

**HR-S-2**

38627 Reimold Street  
Harrison Township, MI 48045

**UT-S-1**

44400 Utica Road  
Utica, MI 48314

**MA-S-2**

16650 21 Mile Road  
Macomb Township, MI 48044

April 2, 2018

MEMORANDUM

TO: Macomb Interceptor Drain Drainage Board (MIDD)

FROM: Tamara Keskeny, Property Manager

RE: Update for Surplus Property, 34960 Eberlein in Fraser

For the MIDD Board Review:

Attached is a copy of the listing agreement for the above referenced address. This residence is the home that was purchased by the MIDD due to the 2016 sink hole.

A market analysis was done. The listing agreement has been prepared by the Broker, Kasey Day, Jason Real Estate and the asking price will be \$210,000.

Of the 2 proposals for the listing of this property we have chosen Kasey Day who has offered the MIDD a decreased real estate commission of 4.5%, instead of the 6% from the other proposal, allotting 3% to a sub agent and 1.5% to himself. This would potentially save the district \$2,550.



EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT Residential/Condo/Vacant

TO: LISTING BROKER: Jason GAI ESTATE Office ID #: 528 Contract Date April 9th 2018 his successors or assigns

1. DURATION OF LISTING: In consideration of your undertaking to find a purchaser for the real estate described in paragraph 2 of this agreement, Owner(s) represent that I am/we are the sole owner(s) of said property and have the right to execute this contract. Owner(s) hereby grant unto Broker and/or Broker's representative, agents, subagents and cooperating broker the sole and exclusive right to show, offer for sale and sell the described property as shown on the attached Listing Services Disclosure Addendum which is hereby incorporated herein and made a part hereof from the contract date above until 11:59 P.M. on July 9th 2018

This Agreement shall bind owner's heirs, personal representatives, administrators, executors, assigns and successors. Upon full execution of an Agreement of Sale, all rights and obligations of this Listing Agreement will automatically extend through the date of the actual closing of said Agreement of Sale.

Owner(s) acknowledge that Broker has a copyright on the listing data, including, but not limited to, all text, photographs and remarks in connection therewith, and that this listing data may not be used by any other party without Broker's consent.

2. PROPERTY DESCRIPTION: Owner(s) hereby offer for sale property located in the County of Macomb Michigan, municipality of Fraser Described as 39960 Eberlein also being commonly known as (STREET ADDRESS)

3. ITEMS INCLUDED: The property described above includes all fixtures, improvements and appurtenances including if now in or on the property, all built-in equipment, shelving, cabinets, all lighting fixtures and their shades, attached ceiling, curtain hardware and drapery hardware, window shades and blinds, attached mirrors, television antennas, satellite dish (if not rented) and any accessories and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door opener(s) and transmitters, water softener (if not rented), attached humidifier, all landscaping and N/A

4. PRICE AND CONDITIONS: Owner(s) authorize Broker to offer the property for a price of \$ 210,000 to be paid as follows (mark all that apply) Cash  Cash to new mortgage  Cash to existing mortgage  Land Contract LG Down Payment \$ LC Interest Rate LC Terms Months LC Inc. Taxes Y N LG Monthly Pmt \$

5. PRESENTATION OF OFFERS: If the Broker is offering the following services as disclosed in the Listing Services Disclosure Addendum, any Cooperating Broker or agent, or his/her representative, shall have the right to be present at the presentation to Owner of any offer Cooperating Broker secures. In the event Owner is unavailable for the presentation of the offer, i.e. absentee Owner, real estate owned (REO) listing, business-to-business listing, bank foreclosure, VA or FHA listing, etc., the Cooperating Broker or agent shall have the right to be present at or participate in, (whichever is appropriate), the presentation of his offer to the Owner in whatever form such presentation takes place, i.e. facsimile or email transmission, delivery by mail or counter service, etc. This right does not include the option to be present during any subsequent discussion(s) (including a conversation which evaluates the offer immediately following the presentation) between the Listing Broker and the Owner. The presentation of the offer shall be under control of the Listing Broker.

6. AGREEMENT TO PAY DISCOUNT POINTS: If the sale of this property is subject to new mortgage financing, owner(s) agree to pay up to 0 % of the amount of such mortgage for mortgage discount points to the mortgagee.

7. USE & OCCUPANCY: Owner(s) agree to provide possession of the property to the purchaser within 0 days of the date of closing and pay a use and occupancy fee of \$ 0 per day, or upon any other terms to which owner(s) consent.

8. REQUIRED CERTIFICATIONS: If an inspection and certification of the premises is required by local ordinance, State or Federal Law, or purchaser's lending institution, owner(s) agree to pay for said inspections. Owner(s) further agree to have any and all repairs required by such an inspection made, provided they not exceed \$ 0 or, unless the requirement for repairs are waived by the Purchaser(s).

9. COMMISSION AMOUNT AND OBLIGATION TO PAY: If a ready, willing and able purchaser is obtained by Broker, owner or anyone, during the term of this contract or any extension of this contract, owner(s) authorize, at the price and conditions herein named, or upon any other price, terms or exchange to which owner(s) consent owner(s) agree to pay Broker 4.5 % of the selling price or dollars as commission for services rendered. Owner(s) understand that a broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and the owner(s) and is not fixed, controlled, recommended or maintained by any persons not a party to the listing agreement.

10. PROTECTION PERIOD BEYOND THE EXPIRATION DATE: Owner(s) further agree that the previously stated commission amount shall be paid to Broker if the property is sold, conveyed, or otherwise transferred within 90 days after expiration of this agreement, or any extension thereof, to anyone who learned of the property through the efforts of Broker or Broker's agent, representatives, subagents, cooperating buyers, agents or transaction coordinators during the term of this agreement. However, owner(s) shall not be obligated to pay such commission if owner(s) have entered into a valid listing agreement with another REALTOR during the term of this protection period and a sale, lease or exchange of property is made during the term of said protection period.

11. AUTHORIZATION TO PLACE LISTING WITH MIREALSOURCE AND PUBLISH SALE PRICE: Owner(s) hereby grants Broker permission to submit the property to MiRealSource and/or to any other multiple listing service to which Broker may belong or subscribe for dissemination of the data to its members and to electronic or print advertising publications and owner agrees to abide by the rules and regulations of MiRealSource. Broker is further authorized to publish the sale price upon consummation of the sale.

12. CERTIFICATION OF ACCURACY OF DATA: Owner(s) has/have reviewed the data provided by the Owner and hereby certifies to Broker that all such data, specifically including but not limited to the principal residence exemption, and all information in connection with liens, mortgages and/or judgments on the above described property, is to the best of Owner's knowledge correct and that Broker will rely upon such data as being complete and accurate and Owner(s) warrant and covenant that to the best of Owner's knowledge the above described property contains no defects or violations of law (except as may be noted in the Seller's Disclosure Statement). Owner(s) agrees that Broker may immediately terminate this Agreement at any time and for any breach of this paragraph, upon written notice to owner(s).

13. INDEMNIFICATION BY OWNER(S): Owner(s) agree to indemnify and hold Broker and Broker's representatives, agents, sub-agents and cooperating broker harmless for any damages or costs that Broker or Broker's representatives, agents, sub-agents and cooperating broker may incur because of Owner's failure to disclose any violations or defects and/or for any dangerous conditions on the subject property. Owner(s) shall indemnify and hold Broker and Broker's representatives, agents, sub-agents and cooperating broker harmless from any and all liability for any reason as a result of injury to persons or damage or loss to property arising out of the showing of the above described property pursuant to this listing.

Owner(s) acknowledges that Broker assumes no responsibility for monitoring or maintaining the above described property or for any damage that might result from any weather condition, including a freeze. Owner(s) acknowledges that Broker has recommended that the subject property be professionally winterized by a licensed plumber and that the heat and electricity remain in service.

4-9-18 DATE INITIAL INITIAL 0307



**EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT  
Residential/Condo/Vacant**

Address: 34960 Eberlein

14. AGENCY OF COOPERATING BROKERS: Owner(s) acknowledge that Broker has informed owner(s) of the potential agency positions which cooperating brokers may assume in regard to the sale of owner's property. Owner(s) also acknowledge that Broker may offer a portion of the commission to cooperating brokers in order to stimulate their interest in selling owner's property. The agency position Broker offers and the portion of the commission Broker's firm shares with cooperating brokers of MiRealSource is as follows: **(MARK ONLY THOSE WHICH APPLY; THOSE LEFT BLANK DO NOT APPLY).**
- A) You offer sub-agency to other Participants of MiRealSource and offer a portion of the total commission for acting as a SUB-AGENT. Said portion of the agreed commission to be 2 % of the sale price or \$ \_\_\_\_\_.
  - B) You offer to other Participants of MiRealSource a portion of the total commission due as compensation for acting as a BUYER'S AGENT. Said portion of the agreed commission to be 2 % of the sale price or \$ \_\_\_\_\_.
  - C) You offer to other Participants of MiRealSource a portion of the total commission due as compensation for acting as a TRANSACTION COORDINATOR. Said portion of the agreed commission to be 0 % of the sale price or \$ \_\_\_\_\_.

Owner(s) further acknowledge that Broker shall not be obligated to pay more than the above stated compensation. Owner(s) also understand and agree that the compensation paid by a listing broker to a cooperating broker in respect to any listing is established by agreement between the listing broker and the seller and is not fixed, controlled, recommended or maintained by persons other than the listing broker and seller.

15. BROKER'S AGENCY POLICY: Owner(s) acknowledge that Broker's company's agency policy is that Broker and Broker's firm: **(MARK ONLY ONE)**
- A) offer agency services to buyers and sellers and practices consensual disclosed dual agency. Since owner(s) desire that Broker include owner's property in offerings to any such potential buyers, owner(s) understand and agree that in the event of consensual disclosed dual agency the following provisions shall govern Broker and Broker's firm's actions:

All licensed members of your firms shall:

1. not knowingly say or do anything which might place one party at a disadvantage, such as disclosure of personal confidences.
  2. assume a role as an intermediary, facilitator and/or mediator to assist buyer and seller.
  3. not disclose to the buyer that seller might accept an offer other than the listed price or a sum offered in a prior counter offer to this buyer.
  4. not disclose to the seller that buyer might be willing to pay a higher price than that contained in any written "Buy & Sell Agreement" from that purchaser.
- B) represent Seller's ONLY and Broker's firm never represents a purchaser or offers Buyer agency services.
  - C) practice single agency, even though Broker does offer buyer agency services. Owner(s) understand that it is Broker's policy that when a buyer client is interested in a property Broker's firm has listed, Broker's agency agreement with them allows for a temporary release of both parties from that agreement so that when showing or selling my (our) property you give up your agency relationship with the purchaser and represent owner(s), the seller, exclusively.
  - D) offer buyer agency services as well as seller agency service. Owner(s) understand that when you have a Buyer client that has an interest in a company listing you will release both that client and owner(s) from our respective agency agreements with you and will then handle the transaction in the capacity of a Transaction Coordinator.

16. SELLER'S DISCLOSURE STATEMENT: Unless this property is exempt under Section 3 of the Public Act 93 of 1993 (Seller's Disclosure Act), owner(s) have completed the Seller's Disclosure Statement required by Michigan law and owner(s) is providing that completed form to Broker simultaneously with signing this agreement.

17. TITLE INSURANCE: Owner(s) represent that owner(s) is in peaceful possession of the property, that the title is marketable, subject to building and use restrictions and easements of record. Owner(s) further agree that upon presentation to owner(s) of an acceptable "Buy & Sell Agreement," Owner(s) shall furnish the purchaser with a Commitment of Title Insurance prior to closing, and after closing, an Owner's Policy of Title Insurance in the amount of the purchase price, bearing a date after the consummation of the sale and guaranteeing the title in the condition required for performance of the "Buy & Sell Agreement" along with such other legal papers as are necessary to consummate the sale.

18. EARNEST MONEY DISBURSEMENT: Owner(s) further agree that should any earnest money deposit be paid under the terms of the "Buy & Sell Agreement" be forfeited by the purchaser, one half of such sum (but not more than the commission specified herein) shall be retained by Broker for such services rendered.

19. AUTHORIZATIONS: If the Broker is offering the following services as disclosed in the Listing Services Disclosure Addendum, Broker is hereby authorized to place a "for sale" sign on said property, to remove any other real estate "for sale" signs. Owner agrees that the Broker "for sale" sign shall be the only for sale sign erected on Owner's property. Broker is authorized to photograph the property and publish such photographs and information in related publications at your discretion. Broker, Broker's representatives, agents and subagents are hereby granted access to the property and all part thereof for the purpose of showing the same at reasonable hours. Owner(s) also authorize Broker to obtain information on encumbrances which may be required to facilitate a sale. Further, Broker  is  is not authorized to place a lock box on the property to facilitate the showing of the property.

20. NON-DISCRIMINATION CLAUSE: It is agreed by the Broker and Seller, parties to this listing agreement, that as required by law, discrimination because of RACE, COLOR, RELIGION, SEX, AGE, A DISABILITY, MARITAL STATUS, FAMILIAL STATUS, OR NATIONAL ORIGIN by said parties to the sale or lease of the subject property is prohibited.

21. CONSENT TO ADDITIONAL COMPENSATION: Owner(s) acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by the provision of Rules 321 (1) and 321 (2) promulgated under the Michigan Real Estate License Law.

22. SUBSEQUENT "BUY & SELL AGREEMENTS": Upon owner's acceptance of any "Buy & Sell Agreement" (except those containing specific language to the contrary) Broker shall not continue to advertise, show or market property, nor present any other "Buy & Sell Agreements" received after the date of acceptance.

23. SPECIAL ASSESSMENTS: Owner(s) agree to pay at or before the closing for any special assessment for public improvements which have been confirmed by public authority prior to the date of closing, unless otherwise negotiated as part of the "Buy & Sell Agreement," or unless otherwise indicated in this listing agreement.

24. OTHER PROVISIONS: I will inform you of each showing and due my best to get feedback on each showing.

25. ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION; ACKNOWLEDGMENT OF RECEIPT OF COPY: This Listing Agreement, including the above mentioned Listing Services Disclosure Addendum, constitutes the entire agreement between owner(s) and Broker and any prior negotiations or agreements, whether oral or written, are not valid unless set forth herein. No modification of this Listing Agreement shall be valid, unless made in writing and signed by both owner(s) and Broker. Owner(s) acknowledge receipt of a copy of this Agreement signed and dated by all parties.

SIGNATURES OF THE PARTIES:

JASON REAL ESTATE  
BROKER  
ISA  
Salesperson (Agent of the Broker)  
28445 Utica Rd  
Street Address  
586-7714000  
Telephone  
April 9<sup>th</sup> 2018  
Date

OWNER  
 OWNER  
Street Address  
City/State/Zip  
Telephone Telephone 03/07





Macomb Interceptor Drain - 4/9/18

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>		
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%	Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,552.10	Invoice #373440 - 3/5/18 Engineering Services - ending 2/23/18	GLWA Assistance	\$ 67,404.50		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 2,514.50	Invoice #373430 - 3/5/18 Engineering Services - ending 2/23/18	As-needed Engineering Services	\$ 50,342.75		
		Astorino	EK Engineering Associates	\$ 10,671.37	Invoice #17-134-002 - 3/21/18 Engineering Services - 2/1/18 - 2/28/18	As-needed Engineering Services (To be billed to Clinton Township)	\$ 865,676.47		
		Astorino	Giffels Webster	\$ 29,775.00	Invoice #115921 - 3/6/18 Engineering Services - ending 2/24/18	Inspection Program & Grant Management MID Sewer Inspection Work - Red Zone	\$ 54,566.70		
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 2,735.86	Invoice #0159517 - 3/26/18 Engineering Services - ending 3/10/18	MID Condition Assessment Task A - Study			
		Manning	Huntington National Bank	\$ 4,409,225.00	Debt Service Payment	Refunding Bond Series 2017A			
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 4,490.02	Invoice #0159518 - 3/26/18 Engineering Services - ending 3/10/18	MID Condition Assessment Task B - Review Existing Reports	\$ 15,538.02		
		Astorino	Johnson & Anderson	\$ 2,775.00	Invoice #41486 - 3/19/18 Engineering Services - ending 3/3/18	Conversion of MCMARS to Bluewater	\$ 445.00		
		Astorino	Motor City Electric Technologies, Inc.	\$ 1,431.84	Invoice #91539 - 1/24/18	Replace video wall PC; configure video card, camera software, rdp access; fix dual screen on Thin Client			
		Astorino	Mount Clemens	\$ 24,146.99	Invoice #12380 - 3/5/18	Sewage Flow Billing - 1/20/18 - 2/23/18			
		Astorino	Sprint	\$ 977.89	Invoice #578736375-077 - 2/27/18	Monthly Cell - 1/24/18 - 2/23/18			
		Baker	Viviano	\$ 9,624.20	Invoice #19649 - 3/2/18 Legal Services - ending 2/28/18	General Matters			
		Biofilter		Astorino	Motor City Electric Technologies, Inc.	\$ 1,200.00	Invoice #91543 - 2/5/18	Tested access control/CCTV cabling, camera, card readers at front gate	
		Clintondale P.S.		Astorino	DTE Energy	\$ 25,578.75	Monthly Electric - 2/2/18 - 3/1/18	Series 2011	
				Manning	Huntington National Bank	\$ 1,777,500.00	Debt Service Payment	Diesel fuel tank automatic shut-off compliance with Licensing and Regulatory Affairs (LARA)	
Astorino	Oscar W. Larson Co.			\$ 3,950.00	Invoice #628361 - 3/21/18				
Astorino	Wade Trim			\$ 1,890.00	Invoice #2010960 - 3/1/18 Engineering Services - 12/31/17 - 1/27/18	As-needed Engineering Services	\$ 73,110.00		
Astorino	Wade Trim			\$ 1,855.00	Invoice #2011136 - 3/23/18 Engineering Services - 1/28/18 - 2/24/18	As-needed Engineering Services	\$ 71,255.00		

Macomb Interceptor Drain - 4/9/18

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Macomb Interceptor Drain (Continued) 15 Mile Sinkhole		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 743.34	Invoice #0116896 - 2/21/18 Engineering Services - 1/8/18 - 2/4/18	MASW Investigation - Soil Borings	
		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 1,095.12	Invoice #0116897 - 2/21/18 Engineering Services - 1/8/18 - 2/4/18	PCI 12A Cleaning & Repairs	
		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 41,984.55	Invoice #0116902 - 2/21/18 Engineering Services 1/8/18 - 2/4/18	Recovery Shaft	
		Bantios	Dart's Excavating, Inc.	\$ 155,711.22	Construction Estimate #12	Recovery Shaft	
		Manning	Huntington National Bank	\$ 2,557,800.00	Debt Service Payment	Refunding Bond Series 2017A	
		Baker	Viviano Law	\$ 11,157.30	Invoice #19648 - 3/2/18 Legal Services - ending 2/28/18	15 Mile Sinkhole	
	Meters		Astorino	\$ 1,873.00	Invoice #10210 - 3/5/18	MID Meter Repair	
			Astorino	\$ 17,210.00	Application #16 - 3/5/18	MID Meter Maintenance	
	NGI		Astorino	\$ 1,417.67	Monthly Electric - 2/1/18 - 3/1/18		
			Astorino	\$ 1,670.00	Invoice #WO18000842 - 3/6/18	Monthly ARV Maintenance	
<b>Total</b>				\$ 9,102,555.72			

Income Statement  
MIDDD  
As of March 31, 2018

	30-Jun-17 Total Fund	7-1-17 to 3-31-18 O&M*
Revenues		45,439,041.00
Expenditures		63,060,753.68
Equity	33,301,122	

NOTES

Projected reserve at 6/30/2018 is

\* Includes following Projects:

Dec 2016 Sinkhole

10,000,000

70,000,000  
5,150,000  
131,735

2017A Bond  
State Grant  
Clinton Twp share of AEW invoice

Revenue 75,862,537  
Expenditures 69,320,795  
Net 6,541,742