

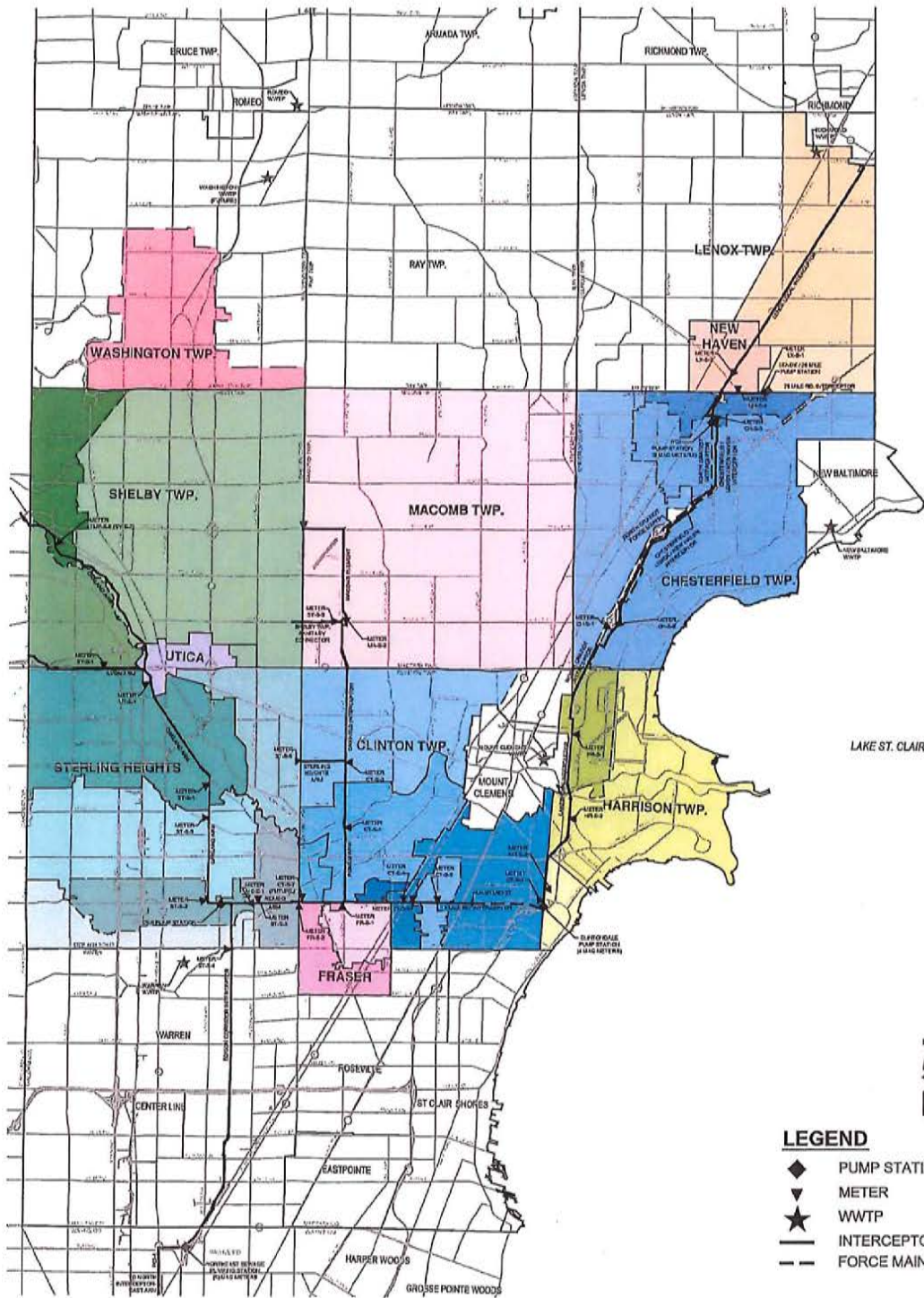
MACOMB INTERCEPTOR DRAIN  
NOVEMBER 19, 2018  
10:45 A.M.  
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for November 19, 2018	
3. Approval of Minutes for October 15, 2018	3
4. Approval of Minutes for November 13, 2018	5
5. Public participation	
6. Project Updates (M-59 Property, Project Plan, Master Plan) – Vince Astorino and Evans Bantios	7
7. Change Order No. 11 – Recovery Shaft – Evans Bantios	8
Motion: To approve Change Order No. 11 to incorporate interest on retainage, balance estimated contract plan quantities with actual quantities and establish final contract value resulting in a \$4.35 million contract reduction	
8. Wastewater Master Plan Data Sharing Agreement – Vince Astorino	17
Motion: To authorize Candice Miller, MIDDD Chair, to sign the Data Sharing Agreements on behalf of the MIDDD with all participating communities	
9. Settlement Agreement and Release – Villa Fontana Subdivision – Evans Bantios	27
Motion: To approve the Settlement Agreement and Release for a total compensation amount of \$5,628.00 for the reimbursement of funds used to restore sod to the subject property	
10. Consideration for approval of invoices (see attached)	32
11. MIDD Financial Report – Bruce Manning	35
12. Old Business	
13. New Business	
14. Adjourn	

Next Regular Meeting

December 10, 2018 at the Office of the Macomb County Public Works Commissioner,  
21777 Dunham Road, Clinton Township, Michigan 48036

# MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



**Candice S. Miller**  
 MACOMB COUNTY PUBLIC WORKS COMMISSIONER

**frch**  
 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 October 15, 2018 at 11:12 A.M.

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

ALSO PRESENT: Robert Leonetti, Macomb County Board of Commissioners; Brian Baker, Chief Deputy, Karen Czernel, Deputy, Vincent Astorino, Operations and Flow Manager, Evans Bantios, P.E., Construction and Maintenance Manager, Jeff Bednar, P.E., Environmental Resources Manager, Bruce Manning, Financial Manager, Dan Heaton, Public Relations Manager, Thomas Stockel, Construction Engineer, Tamara Keskeny, Manager Real Property, Barbara Delecke, Administrative Services, Macomb County Public Works (MCPW); Jordan Scott, Sterling Heights Public Works Department, Chris Dilbert, President, Village of New Haven

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

Adopted: YEAS: 3  
NAYS: 0

Minutes of the meeting of September 10, 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

Hubbell, Roth & Clark, Inc. (HRC) is working on the project plan for the entire MID. This should be complete by the end of November. The project plan will be given to the MDEQ in January to insure that ACO requirements are met. The original estimate of cost for repairs/upgrades to the entire MID has been reduced by almost half. A presentation will be given at a future meeting on the project plan.

A motion was made by Mr. Mijac, supported by Mr. Santo to receive and file the project updates given by Mr. Astorino and Mr. Bantios.

Adopted: YEAS: 3  
NAYS: 0

A public auction will be held November 14, 2018 to sell the M-59/Garfield Road property. The bids will start at \$3.5 million.

A motion was made by Mr. Mijac, supported by Mr. Santo to authorize Candice S. Miller, as MIDD'D Chairperson, to execute the MIDD'D's purchase agreement for the sale of the property with the successful bidder in compliance with the auction rules and regulations.

Adopted: YEAS: 3  
NAYS: 0

The Chair presented the invoices totaling \$8,439,926.78 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.

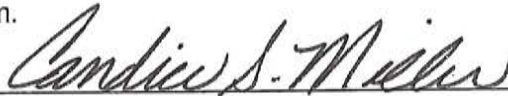
Adopted: YEAS: 3  
NAYS: 0

Mr. Dilbert, President, Village of New Haven informed the Board that it completed its recent financial audit. They would like the County to determine if bonds can be refinanced for a lower interest rate for a savings to the entire MIDD'D.

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 11:32 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 October 15, 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: 10/15/18  
9490.bd

An adjourned meeting of the Intra-County Drainage District for the **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan, on November 13, 2018 at 2:00 P.M.

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

ALSO PRESENT: Brian Baker, Chief Deputy, Vincent Astorino, Operations and Flow Manager, Stephen Downing, Engineer II, Dan Heaton, Public Relations Manager, Anthony Lewis, Community Services Manager, Macomb County Public Works (MCPW); Joseph Viviano, Viviano Law; Benjamin Aloia, Aloia & Associates, P.C.

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

Adopted: YEAS: 3  
NAYS: 0

A motion was made by Mr. Mijac, supported by Mr. Santo to move the meeting to a "CLOSED SESSION" at 2:01 p.m. to discuss confidential attorney/client communication, litigation and legal strategy/advice.

Adopted: YEAS: 3  
NAYS: 0

A motion was made by Mr. Santo, supported by Mr. Mijac to adjourn the "CLOSED SESSION" at 2:48 p.m.

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

Adopted: YEAS: 3  
NAYS: 0

The meeting was adjourned at 2:49 p.m.



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Candice S. Miller  
Macomb County Public Works Commissioner

STATE OF MICHIGAN  
COUNTY OF MACOMB

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Candice S. Miller  
Macomb County Public Works Commissioner

DATED: 11/15/18

9516.bd



Brian Baker &lt;brian.baker@macombgov.org&gt;

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## MCPWO Sells M-59 Property for \$3.5M

1 message

Dan Heaton <dan.heaton@macombgov.org>  
Bcc: brian.baker@macombgov.org

Thu, Nov 15, 2018 at 8:16 AM

# MCPWO Sells M-59 Property for \$3.5M

The Macomb County Public Works Office has received a \$3.5 million offer on a parcel of land on M-59 and Garfield Road. The offer on the nearly 9-acre property was received in a public auction held by the MCPWO on Nov. 14.

The property, one of the larger vacant parcels available along M-59 in the county, has been owned by the Macomb Interceptor Drain Drainage District for about 20 years. The property was purchased by the MIDD for \$2.5 million during the construction of a sewer interceptor along Garfield Road in the late 1990s.

With this sale, nearly \$4 million in property sales have been completed by the MCPWO since Commissioner Candice S. Miller took office in January 2017.

“We’re not in the business of holding on to land and doing nothing with it for decades. My goal is to sell these excess properties, get them back on the tax roll and let them be developed in a way that benefits the community,” Miller said.

The successful bidder on the M-59 property, a local private developer who stated he plans to build luxury apartments on the parcel, has 90 days to conduct a due diligence review of the property before the transaction is finalized.

Two other properties sold by the MCPWO since Miller took office are:

- \$100,000 for a lot at the corner of 21 Mile and Sugarbush roads. That property was recently purchased by the Chesterfield Township Library Board as the site for a proposed new library. Miller noted that the MIDD board agreed to sell that property at below its appraised value to support the development of a new public library.
- \$250,000 for a 4.5-acre parcel along the Hawken Drain, just west of Ryan Road, between 19 Mile and M-59 in Sterling Heights. That property is now in the process of being developed for luxury homes.

Revenues from the MIDD-owned property sales will be used to support ongoing maintenance and upkeep of the district’s assets, which provide sanitary sewer service to more than a half million residents and businesses in 11 Macomb County communities. Revenues from the Hawken Drain sale will be used to support storm drain maintenance operations in Sterling Heights.

“This office is not in the land business. We are in the drain business. I cannot understand why these properties were held by this office or decades, to no public benefit. These sales will contribute to the economic prosperity in our community while providing additional funds for our drains. The public is the big winner today,” Miller said.

Dan Heaton  
Public Relations Manager  
Macomb County Public Works Office  
o: 586-469-7424

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

CHANGE ORDER FORM      Change Order No. Eleven (Final)

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

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

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

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

	Date: <u>10/11/18</u>
Previous Change Orders: <u>Change Order # 1 thru 10</u>	Net Change from Previous Change Orders: <u>0</u>
Contract Times Net Change to Substantial Completion this Change Order: <u>0 Days</u>	Contract Times Net Change to Final Completion this Change Order: <u>135 Days</u>
Substantial Completion Date with All Approved Change Orders: <u>10-30-17</u>	Final Completion Date with All Approved Change Orders: <u>11-12-18</u>

**Adjustments to the Recovery Shaft Contract for:**

Change Order No. 011 (Final) is issued to incorporate the interest on retainage in accordance with Article 7 of the Agreement and Public Act 524 of 1980, balance estimated contract plan quantities with actual quantities constructed during performance of the Work under the "Recovery Shaft" Contract and establish the final contract value. The following descriptions detail those changes:

**Description:**

11.1) Payment to DEI of interest earned on project retainage in accordance with Article 7 of the Agreement and Public Act 524 of 1980 (Construction Contracts with Certain Public Agencies). Total interest on retainage for the project \$10,050.02.

11.2) Correlate estimated contract plan quantities with actual quantities constructed, as measured in the field. The difference between estimated quantity and actual quantity is added or subtracted for each applicable line item as follows:

No.	Description	Qty Change	Unit	Bid Unit Price	Price Change
<b>I. BASE BID</b>					
<b>A. PREPARATION AND SETUP</b>					
1	Mobilization, 5% Max.	0	LS	\$825,000.00	\$0.00
	_CO#3 Add Flood Endorsement to Builder's Risk Coverage	0	LS	\$6,803.68	\$0.00
	_CO#3 Deductive Credit for Insurance Coverage	0	LS	(\$201,000.00)	\$0.00
	_CO#4 Changes to General Conditions & Supplementary Conditions to include Owner's Protective Liability Insurance & Waiver of Consequential Damage	0	LS	\$4,894.24	\$0.00
	_CO#10 Extend Expiration of Builder Risk Insurance Policy to 6/30/18	0	LS	\$16,639.00	\$0.00
2	Permit Allowance	-302690	Dir	\$1.00	(\$302,690.00)
3	Subcontractor Assignment Assistance Allowance	471272.78	Dir	\$1.00	\$471,272.78
3A	_CO#6 Subcontractor Assignment Assistance Allowance	52821.5	Dir	\$1.00	\$52,821.50



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

CHANGE ORDER FORM

Change Order No. Eleven (Final)

4	Pavt, Rem	-1334.78	Syd	\$8.00	(\$10,678.24)
5	Primary Piers, 36 Inch	2	Ea	\$20,000.00	\$40,000.00
5A	_WCD No. 001 Structural Steel, W21 x 182 (70 Ft H-Pile)	-1	Ea	\$7,110.79	(\$7,110.79)
6	Secondary Piers, 36 Inch	-2	Ea	\$18,000.00	(\$36,000.00)
7	Steel Casing for Drilled Piers, 36 Inch	0	Ea	\$1.00	\$0.00
8	_Structural Steel, W24 x 162 (Struts, Whalers, Misc.)	0	LS	\$1,560,000.00	\$0.00
8A	_WCD No.001 Structural Steel, W24 x 162 (Struts, Whalers, Misc.)	0	LS	\$117,000.00	\$0.00
9	_Structural Steel, W24 x 279 (Struts, Whalers, Misc.)	0	LS	\$700,000.00	\$0.00
9A	_WCD No.001 Structural Steel, W24 x 279 (Struts, Whalers, Misc.)	0	LS	\$52,500.00	\$0.00
10	_House Demolition	0	Ea	\$25,000.00	\$0.00
11	_Structural Bulkhead	0	Ea	\$45,000.00	\$0.00
12	_Excavation, Precut	0	LS	\$750,000.00	\$0.00
12A	_WCD No.001 Excavation, Precut	0	LS	\$86,250.00	\$0.00
13	_Excavation, Recovery Shaft	0	LS	\$1,500,000.00	\$0.00
13A	_WCD No.001 Excavation, Recovery Shaft	0	LS	\$165,000.00	\$0.00
14	Non-Hazardous Contaminated Excavation	27	Cyd	\$40.00	\$1,080.00
15	_Utilities, Remove	0	LS	\$20,000.00	\$0.00
15A	_WCD No. 001 Utilities, Remove	0	LS	\$3,000.00	\$0.00
16	_Base Slab	-35.25	Cyd	\$650.00	(\$22,912.50)
17	_Subgrade, Undercut	-1075	Cyd	\$80.00	(\$86,000.00)
18	_Glass Fiber Reinforced Polymer Mortar Pipe (GFRPMP), 10.0 ft. Dia.[change to 9'2" CO4]	0	Ft	\$3,000.00	\$0.00
18A	_CO#4 Hold down straps	0	EA	\$1,100.00	\$0.00
19	_Backfill, Special	0	Cyd	\$300.00	\$0.00
20	_Backfill, Class II, CIP	0	LS	\$600,000.00	\$0.00
20A	_WCD No.001 Backfill, Class II, CIP	0	LS	\$54,000.00	\$0.00
21	Sewer Connection	0	Ea	\$40,000.00	\$0.00
22	_Internal Stabilizing Rib Sets	-14	Ea	\$3,000.00	(\$42,000.00)
23	_Temporary Bulkhead	-2	Ea	\$20,000.00	(\$40,000.00)
24	_Recovery Shaft Internal Dewatering and Ground Water Control	-1	LS	\$25,000.00	(\$25,000.00)
24A	_WCD No.001 Recovery Shaft Internal Dewatering and Ground Water Control	-1	LS	\$1,875.00	(\$1,875.00)
25	_Deep Gravity Wells, 36 Inch Dia.	-5	Ea	\$43,500.00	(\$217,500.00)
26	_Final Access Shaft	0	Ea	\$800,000.00	\$0.00
26A	_CO#4 Backfill Access Shaft Bay	0	Ea	\$346,600.00	\$0.00
27	_Sewer Dewatering and Inspection Support	0	LS	\$50,000.00	\$0.00
28	_Cementitious Grouting from Inside the Interceptor – Grout Material Only	-3721	Cft	\$55.00	(\$204,655.00)
29	_Cementitious Grouting from Inside the Interceptor – Mobilization Only	0	LS	\$55,000.00	\$0.00
30	_Installation of Grout Packers for Cementitious Grouting	23	Ea	\$1,950.00	\$44,850.00
31	Sealing Running or Gushing Leaks	-1500	Gal	\$180.00	(\$270,000.00)
32	Crane Support at CS-3	0	Dir	\$1.00	\$0.00
33	Northeast Sewer Pump Station (NESPS), Mobilize and Setup	0	LS	\$175,000.00	\$0.00
34	Northeast Sewer Pump Station, Cleaning	-423.66	Tons	\$1,125.00	(\$476,617.50)
35	Fraser Water Main Restoration	0	LS	\$35,000.00	\$0.00

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

CHANGE ORDER FORM

Change Order No. Eleven (Final)

36	Fraser Sanitary Sewer Restoration	0	LS	\$65,000.00	\$0.00
37	_CO#5 Mobilization, 8% Max.	0	LSUM	\$271,000.00	\$0.00
38	_CO#5 Pavt, Rem, Modified	-2638.01	Syd	\$6.37	(\$16,804.12)
38	_2018 Pavt, Rem, Modified	-593.36	Syd	\$6.82	(\$4,046.72)
39	_CO#5 Curb and Gutter, Rem	201	Ft	\$9.58	\$1,925.58
39	_2018 Curb and Gutter, Rem	-50	Ft	\$10.25	(\$512.50)
40	_CO#5 Cold Milling HMA Surface	-5155	Syd	\$4.26	(\$21,960.30)
40	_2018 Cold Milling HMA Surface	2349.69	Syd	\$4.69	\$11,020.05
41	_CO#5 Sidewalk, Rem	-24.63	Syd	\$5.15	(\$126.85)
41	_2018 Sidewalk, Rem	-57.46	Syd	\$5.51	(\$316.60)
42	_CO#5 Driveway, Rem	-467.42	Syd	\$9.50	(\$4,440.48)
42	_2018 Driveway, Rem	-250	Syd	\$10.17	(\$2,542.50)
43	_CO#5 Station Grading	12.2	Sta	\$9,400.00	\$114,680.00
43	_CO#10 Station Grading	0.58	Sta	\$6,705.34	\$3,889.10
44	_CO#5 Site Grading	-5.1	Acre	\$4,500.00	(\$22,950.00)
44	_2018 Site Grading	2.24	Acre	\$4,815.00	\$10,785.60
45	_CO#5 Subgrade Undercutting	-3275.75	Cyd	\$22.00	(\$72,066.50)
45	_2018 Subgrade Undercutting	-490.81	Cyd	\$23.54	(\$11,553.67)
46	_CO#5 Aggregate Base, 6 inch	212.63	Syd	\$16.00	\$3,402.08
46	_2018 Aggregate Base, 6 inch	-100	Syd	\$17.12	(\$1,712.00)
47	_CO#5 Aggregate Base, 8 inch	-2855.19	Syd	\$19.00	(\$54,248.61)
47	_2018 Aggregate Base, 8 inch	-1088.54	Syd	\$20.33	(\$22,130.02)
48	_CO#5 Maintenance Aggregate	-787.73	Ton	\$10.00	(\$7,877.30)
48	_2018 Maintenance Aggregate	-100	Ton	\$10.70	(\$1,070.00)
49	_CO#5 Dr Structure Cover, Adj, Case 2	-4	Ea	\$450.00	(\$1,800.00)
49	_2018 Dr Structure Cover, Adj, Case 2	-3	Ea	\$481.50	(\$1,444.50)
50	_CO#5 San Structure Cover, Adj, Case 2	10	Ea	\$450.00	\$4,500.00
50	_2018 San Structure Cover, Adj, Case 2	-10	Ea	\$481.50	(\$4,815.00)
51	_CO#5 Water Structure Cover, Adj, Case 2	2	Ea	\$450.00	\$900.00
51	_2018 Water Structure Cover, Adj, Case 2	-2	Ea	\$481.50	(\$963.00)
52	_CO#5 External Structure Wrap, 18 inch	-23	Ea	\$300.00	(\$6,900.00)
52	_2018 External Structure Wrap, 18 inch	-16	Ea	\$321.00	(\$5,136.00)
53	_CO#5 Underdrain, Subgrade, 6 inch	-535	Ft	\$12.82	(\$6,858.70)
53	_2018 Underdrain, Subgrade, 6 inch	-500	Ft	\$13.72	(\$6,860.00)
54	_CO#5 HMA, 13A	-1011	Ton	\$91.00	(\$92,001.00)
54	_2018 HMA, 13A	166.78	Ton	\$100.10	\$16,694.68
54	_CO#10 HMA, 5E	-244.82	Ton	\$108.00	(\$26,440.56)
55	_CO#5 HMA, 3C	-136	Ton	\$150.00	(\$20,400.00)
55	_2018 HMA, 3C	-9	Ton	\$165.00	(\$1,485.00)
56	_CO#5 HMA, 2C	-30	Ton	\$180.00	(\$5,400.00)
56	_2018 HMA, 2C	-30	Ton	\$198.00	(\$5,940.00)
57	_CO#5 HMA Approach, 13A	-28	Ton	\$240.00	(\$6,720.00)

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

CHANGE ORDER FORM

Change Order No. Eleven (Final)

57	_2018 HMA Approach, 13A	-28	Ton	\$264.00	(\$7,392.00)
58	_CO#5 HMA Approach, 3C	-28	Ton	\$240.00	(\$6,720.00)
58	_2018 HMA Approach, 3C	-28	Ton	\$264.00	(\$7,392.00)
59	_CO#5 HMA Approach, 2C	-26	Ton	\$180.00	(\$4,680.00)
59	_2018 HMA Approach, 2C	-26	Ton	\$198.00	(\$5,148.00)
60	_CO#5 Conc Pavt with Integral Curb, Nonreinf, 8 inch	30.69	Syd	\$50.50	\$1,549.85
60	_CO#8 Cold Weather Protection Conc Pavt with Integral Curb, Nonreinf, 8 inch	0	Syd	\$7.50	\$0.00
60	_2018 Conc Pavt with Integral Curb, Nonreinf, 8 inch	-150	Syd	\$55.55	(\$8,332.50)
61	_CO#5 Conc Pavt with Integral Curb, Nonreinf, 9 inch	0	Syd	\$55.20	\$0.00
61	_CO#7 Conc Pavt, Nonreinf, 9 inch	192.69	Syd	\$60.67	\$11,690.50
61	_CO#8 Cold Weather Protection Conc Pavt, Nonreinf, 9 inch	0	Syd	\$7.50	\$0.00
61	_2018 Conc Pavt, Nonreinf, 9 inch	-500	Syd	\$66.74	(\$33,370.00)
62	_CO#5 Conc Base Cse, Nonreinf, 9 inch	-1006.66	Syd	\$60.50	(\$60,902.92)
62	_2018 Conc Base Cse, Nonreinf, 9 inch	-100	Syd	\$66.55	(\$6,655.00)
63	_CO#5 Joint, Plane-of-Weakness, W	-1221	Ft	\$2.40	(\$2,930.40)
63	_2018 Joint, Plane-of-Weakness, W	-500	Ft	\$2.64	(\$1,320.00)
64	_CO#5 Lane Tie, Epoxy Anchored	-678	Ea	\$7.00	(\$4,746.00)
64	_2018 Lane Tie, Epoxy Anchored	-50	Ea	\$7.70	(\$385.00)
65	_CO#5 Driveway, Nonreinf Conc, 6 inch, Modified	129.7	Syd	\$48.50	\$6,290.45
65	_CO#8 Cold Weather Protection Driveway, Nonreinf Conc, 6 inch, Modified	0	Syd	\$6.75	\$0.00
65	_2018 Driveway, Nonreinf Conc, 6 inch, Modified	-250	Syd	\$53.35	(\$13,337.50)
66	_CO#5 Driveway, Nonreinf Conc, 8 inch, Modified	-157.51	Syd	\$50.50	(\$7,954.25)
66	_CO#8 Cold Weather Protection Driveway, Nonreinf Conc, 8 inch, Modified	0	Syd	\$7.50	\$0.00
66	_2018 Driveway, Nonreinf Conc, 8 inch, Modified	-645.44	Syd	\$55.55	(\$35,854.19)
67	_CO#5 Curb and Gutter, Conc, Det F4	-13	Ft	\$24.50	(\$318.50)
67	_2018 Curb and Gutter, Conc, Det F4	-25	Ft	\$26.95	(\$673.75)
68	_CO#5 Curb and Gutter, Conc, Det F6	0	Ft	\$25.00	\$0.00
68	_CO#7 Curb and Gutter, Conc, Det F5	-413.3	Ft	\$24.44	(\$10,101.05)
68	_CO#8 Cold Weather Protection Curb and Gutter	0	Ft	\$2.75	\$0.00
68	_2018 Curb and Gutter, Conc, Det F5	-17.25	Ft	\$26.88	(\$463.68)
69	_CO#5 Driveway Opening, Conc, Det M	-842.4	Ft	\$27.50	(\$23,166.00)
69	_CO#8 Cold Weather Protection Driveway Opening, Conc, Det M	0	Ft	\$3.00	\$0.00
69	_2018 Driveway Opening, Conc, Det M	-100	Ft	\$30.25	(\$3,025.00)
70	_CO#5 Detectable Warning Surface	21	Ft	\$35.00	\$735.00
70	_2018 Detectable Warning Surface	-1	Ft	\$38.50	(\$38.50)
71	_CO#5 Sidewalk, Conc, 4 inch	1043.75	Sft	\$5.50	\$5,740.63
71	_CO#8 Cold Weather Protection Sidewalk, Conc, 4 inch	0	Sft	\$0.75	\$0.00
71	_2018 Sidewalk, Conc, 4 inch	-548.62	Sft	\$6.05	(\$3,319.15)
72	_CO#5 Sidewalk, Conc, 6 inch	-19	Sft	\$6.50	(\$123.50)
72	_CO#8 Cold Weather Protection Sidewalk, Conc, 6 inch	0	Sft	\$0.85	\$0.00
72	_2018 Sidewalk, Conc, 6 inch	-100	Sft	\$7.15	(\$715.00)
73	_CO#5 Sidewalk Ramp, Conc, 4 inch	-390	Sft	\$7.01	(\$2,733.90)

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

CHANGE ORDER FORM

Change Order No. Eleven (Final)

73	_CO#8 Cold Weather Protection Sidewalk Ramp, Conc, 4 inch	0	Sft	\$1.00	\$0.00
73	_2018 Sidewalk Ramp, Conc, 4 inch	-1	Sft	\$7.71	(\$7.71)
74	_CO#5 Sidewalk Ramp, Conc, 6 inch	74.97	Sft	\$7.49	\$561.53
74	_CO#8 Cold Weather Protection Sidewalk Ramp, Conc, 6 inch	0	Sft	\$1.00	\$0.00
74	_2018 Sidewalk Ramp, Conc, 6 inch	-100	Sft	\$8.24	(\$824.00)
75	_CO#5 Sidewalk, Conc, 4 inch, Modified (with Curb Face)	-70.3	Sft	\$10.51	(\$738.85)
75	_CO#8 Cold Weather Protection Sidewalk, Conc, 4 inch, Modified (with Curb Face)	0	Sft	\$1.00	\$0.00
75	_2018 Sidewalk, Conc, 4 inch, Modified (with Curb Face)	-1	Sft	\$11.56	(\$11.56)
76	_CO#5 Surface Restoration, Sodding	-6370	Syd	\$4.34	(\$27,645.80)
76	_2018 Surface Restoration, Sodding	111.21	Syd	\$4.64	\$516.01
77	_CO#5 Seeding	-1085	Lb	\$4.45	(\$4,828.25)
77	_2018 Seeding	57.5	Lb	\$4.76	\$273.70
78	_CO#5 Mulch	-24599.68	Syd	\$0.35	(\$8,609.89)
78	_2018 Mulch	89.33	Syd	\$0.37	\$33.06
79	_CO#5 Topsoil Surface, Furn, 3 inch	-28054.9	Syd	\$3.89	(\$109,133.56)
79	_2018 Topsoil Surface, Furn, 3 inch	-1520.24	Syd	\$4.16	(\$6,324.19)
80	_CO#5 Water, Sodding/Seeding	-4035	Unit	\$2.32	(\$9,361.20)
80	_2018 Water, Sodding/Seeding	-4035	Unit	\$2.48	(\$10,006.80)
81	_CO#5 Irrigation System, Furn and Install	-4600	Ft	\$3.25	(\$14,950.00)
81	_2018 Irrigation System, Furn and Install	-620	Ft	\$3.48	(\$2,157.60)
82	_CO#5 Sprinkler Head, Adj	-205	Ea	\$40.00	(\$8,200.00)
82	_2018 Sprinkler Head, Adj	-96	Ea	\$42.80	(\$4,108.80)
83	_CO#5 Sprinkler Head, Furn and Install	-225	Ea	\$55.00	(\$12,375.00)
83	_2018 Sprinkler Head, Furn and Install	-54	Ea	\$58.85	(\$3,177.90)
84	_CO#5 Tree, Replace	-48	Ea	\$674.00	(\$32,352.00)
84	_2018 Tree, Replace	-10	Ea	\$721.18	(\$7,211.80)
85	_CO#5 Erosion Control, Inlet Protection, Fabric Drop	-37	Ea	\$36.83	(\$1,362.71)
85	_2018 Erosion Control, Inlet Protection, Fabric Drop	-37	Ea	\$39.41	(\$1,458.17)
86	_CO#5 Erosion Control, Inlet Filter	-2	Ea	\$36.83	(\$73.66)
86	_2018 Erosion Control, Inlet Filter	-2	Ea	\$39.41	(\$78.82)
87	_CO#5 Sign, Type III, Rem	-9	Ea	\$40.00	(\$360.00)
87	_2018 Sign, Type III, Rem	-1	Ea	\$42.80	(\$42.80)
88	_CO#5 Sign, Type IIIA	54.3	Sft	\$153.00	\$8,307.90
88	_2018 Sign, Type IIIA	-10	Sft	\$163.71	(\$1,637.10)
89	_CO#5 Sign, Type IIIB	-1.25	Sft	\$155.25	(\$194.06)
89	_2018 Sign, Type IIIB	-10	Sft	\$166.12	(\$1,661.20)
90	_CO#5 Sign, Type VB	-2	Sft	\$288.00	(\$576.00)
90	_2018 Sign, Type VB	-10	Sft	\$308.16	(\$3,081.60)
91	_CO#5 Post, Steel, 3 lb	70	Ft	\$7.50	\$525.00
91	_2018 Post, Steel, 3 lb	-48	Ft	\$8.03	(\$385.44)
92	_CO#5 Post, Wood, 6 inch by 8 inch	-56	Ft	\$26.85	(\$1,503.60)
92	_2018 Post, Wood, 6 inch by 8 inch	-1	Ft	\$28.73	(\$28.73)

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

CHANGE ORDER FORM

Change Order No. Eleven (Final)

93	_CO#5 Pavt Mrkg, Longit, 6 inch or Less Width, Rem	-913	Ft	\$0.55	(\$502.15)
93	_2018 Pavt Mrkg, Longit, 6 inch or Less Width, Rem	-9837	Ft	\$0.59	(\$5,803.83)
94	_CO#5 Recessing Pavement Markings, Longit	-15151	Ft	\$0.55	(\$8,333.05)
94	_2018 Recessing Pavement Markings, Longit	-6170	Ft	\$0.59	(\$3,640.30)
95	_CO#5 Recessing Pavement Markings, Transv	-1721	Sft	\$2.95	(\$5,076.95)
95	_2018 Recessing Pavement Markings, Transv	-1160	Sft	\$3.16	(\$3,665.60)
96	_CO#5 Pavt Mrkg, Polyurea, 4 inch, Yellow	-11001	Ft	\$0.65	(\$7,150.65)
96	_2018 Pavt Mrkg, Polyurea, 4 inch, Yellow	-4843	Ft	\$0.70	(\$3,390.10)
97	_CO#5 Pavt Mrkg, Polyurea, 4 inch, White	-4150	Ft	\$0.65	(\$2,697.50)
97	_2018 Pavt Mrkg, Polyurea, 4 inch, White	-1827	Ft	\$0.70	(\$1,278.90)
98	_CO#5 Pavt Mrkg, Waterborne, 4 inch, White	9775	Ft	\$0.55	\$5,376.25
98	_2018 Pavt Mrkg, Waterborne, 4 inch, White	-600	Ft	\$0.59	(\$354.00)
99	_CO#5 Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	-3	Ea	\$165.00	(\$495.00)
99	_2018 Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	-1	Ea	\$176.55	(\$176.55)
100	_CO#5 Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	-5	Ea	\$165.00	(\$825.00)
100	_2018 Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	-1	Ea	\$176.55	(\$176.55)
101	_CO#5 Pavt Mrkg, Polyurea, 12 inch, Crosswalk	-709	Ft	\$5.95	(\$4,218.55)
101	_2018 Pavt Mrkg, Polyurea, 12 inch, Crosswalk	-218	Ft	\$6.37	(\$1,388.66)
102	_CO#5 Pavt Mrkg, Polyurea, 24 inch, Stop Bar	-190	Ft	\$12.50	(\$2,375.00)
102	_2018 Pavt Mrkg, Polyurea, 24 inch, Stop Bar	-58	Ft	\$13.38	(\$776.04)
103	_CO#5 Minor Traf Devices	0	LS	\$15,000.00	\$0.00
104	_CO#5 Traf Regulator Control	-1	LS	\$5,000.00	(\$5,000.00)
105	_CO#5 Traffic Control Equipment	-1	LS	\$0.01	(\$0.01)
106	_CO#5 Project Cleanup	0	LS	\$17,500.00	\$0.00
107	_CO#5 Open to Traffic - Incentive / Winter Conditions	0	LS	\$239,560.00	\$0.00
108	_CO#5 Project Supervision	0	LS	\$65,000.00	\$0.00
109	_CO#5 Bonds	0	LS	\$34,000.00	\$0.00
110	_CO#5 Temp Gravel Drive, Rem	1518	Syd	\$10.60	\$16,090.80
110	_2018 Temp Gravel Drive, Rem	-1	Syd	\$11.34	(\$11.34)
111	_CO#5 Reset Fence, Modified	-352	Ft	\$35.00	(\$12,320.00)
111	_2018 Reset Fence, Modified	-282	Ft	\$37.45	(\$10,560.90)
112	_CO#5 Reset Light Pole	-1	Ea	\$7,452.00	(\$7,452.00)
113	_CO#5 Barricade, Type III, High Intensity, Lighted, Furn	-60	Ea	\$80.00	(\$4,800.00)
113	_2018 Barricade, Type III, High Intensity, Lighted, Furn	-26	Ea	\$85.60	(\$2,225.60)
114	_CO#5 Barricade, Type III, High Intensity, Lighted, Oper	-60	Ea	\$0.01	(\$0.60)
114	_2018 Barricade, Type III, High Intensity, Lighted, Oper	-26	Ea	\$0.01	(\$0.26)
115	_CO#5 Lighted Arrow, Type C, Furn	-3	Ea	\$850.00	(\$2,550.00)
115	_2018 Lighted Arrow, Type C, Furn	0	Ea	\$909.50	\$0.00
116	_CO#5 Lighted Arrow, Type C, Oper	-3	Ea	\$0.01	(\$0.03)
116	_2018 Lighted Arrow, Type C, Oper	0	Ea	\$0.01	\$0.00
117	_CO#5 Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	311	Ft	\$1.65	\$513.15
117	_2018 Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	1384	Ft	\$1.77	\$2,449.68

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

CHANGE ORDER FORM      Change Order No. Eleven (Final)

118	_CO#5 Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	-9768	Ft	\$1.65	(\$16,117.20)
118	_2018 Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	5827	Ft	\$1.77	\$10,313.79
119	_CO#5 Plastic Drum, High Intensity, Furn	-207	Ea	\$20.00	(\$4,140.00)
119	_2018 Plastic Drum, High Intensity, Furn	-40	Ea	\$21.40	(\$856.00)
120	_CO#5 Plastic Drum, High Intensity, Oper	-207	Ea	\$0.01	(\$2.07)
120	_2018 Plastic Drum, High Intensity, Oper	-40	Ea	\$0.01	(\$0.40)
121	_CO#5 Sign, Type B, Temp, Prismatic, Furn	-588.5	Sft	\$6.00	(\$3,531.00)
121	_2018 Sign, Type B, Temp, Prismatic, Furn	8	Sft	\$6.42	\$51.36
122	_CO#5 Sign, Type B, Temp, Prismatic, Oper	-588.5	Sft	\$0.01	(\$5.88)
122	_2018 Sign, Type B, Temp, Prismatic, Oper	8	Sft	\$0.01	\$0.08
123	_CO#5 Pedestrian Type II Barricade, Temp	-14	Ea	\$200.00	(\$2,800.00)
123	_2018 Pedestrian Type II Barricade, Temp	-6	Ea	\$214.00	(\$1,284.00)
124	_CO#5 TS, Bag, Rem	-6	Ea	\$538.72	(\$3,232.32)
125	_CO#5 TS, Span Wire Mtd, Rem	-2	Ea	\$858.09	(\$1,716.18)
126	_CO#5 Geotextile, Separator	-2499.24	Syd	\$2.76	(\$6,897.91)
126	_2018 Geotextile, Separator	-650	Syd	\$2.95	(\$1,917.50)
127	_Detailed Drawing Supplied for Eliminated Item of Work	0	LS	\$1,872.00	\$0.00
128	_Material Costs for Unused Internal Stabilizing Rib Sets	0	LS	\$12,177.66	\$0.00
129	_Material Costs for Excess Grout Required Due to voids & Abandoned Utilities	0	LS	\$18,296.68	\$0.00
130	_CO#9 Surcharge Event Loss Not Covered by Builder's Risk Insurance	0	LS	\$33,849.97	\$0.00
<b>Base Bid Subtotal:</b>					<b>(\$1,997,733.02)</b>
<b>Assignment 1</b>					
	Contractor's payment obligation to Mersino, supplier, manufacturer, or provider, for dewatering wells, dewatering operations and maintenance, and demobilization	-1719661.16	Dlr	\$1.00	(\$1,719,661.16)
<b>Assignment 2</b>					
	Contractor's payment obligation to Mersino, supplier, manufacturer, or provider, for long-term by-pass pumps, pumping operations and maintenance, and demobilization	-209145.86	Dlr	\$1.00	(\$209,145.86)
<b>Assignment 3</b>					
	Contractor's payment obligation to Mersino, supplier, manufacturer, or provider, for emergency by-pass pump stations, pumping operations and maintenance, and demobilization	-852510.21	Dlr	\$1.00	(\$852,510.21)
<b>Assignment 4</b>					
	Contractor's payment obligation to POCO, supplier, manufacturer, or provider, for traffic control devices (installation, operations, and maintenance)	-99791.62	Dlr	\$1.00	(\$99,791.62)
<b>Assignment 5</b>					
	Contractor's payment obligation for odor control	-26238.72	Dlr	\$1.00	(\$26,238.72)
<b>Assignment 6</b>					
	Contractor's payment obligation for construction trailers	28216.61	Dlr	\$1.00	\$28,216.61
<b>Assignment 7</b>					
	Contractor's payment obligation for site security	-1252.8	Dlr	\$1.00	(\$1,252.80)
<b>Assignment 8</b>					
	Contractor's payment obligation for sewer cleaning	-345172.57	Dlr	\$1.00	(\$345,172.57)
<b>Assignment 9</b>					
	Contractor's payment obligation to Rotor Electric for operating and maintaining electrical components.	210779.01	Dlr	\$1.00	\$210,779.01

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

CHANGE ORDER FORM      Change Order No. Eleven (Final)

**Assignment 10**

10.1 Lining Mobilization	0	LS	\$136,000.00	\$0.00
10.2 Lining Install Complete, 9'2" Dia., GFRPMP	-14.7	FT	\$525.00	(\$7,717.50)
10.3 Sewer Connection at CS-3	0	EA	\$104,500.00	\$0.00
10.4 Sewer Connection at Recovery Shaft	0	EA	\$29,000.00	\$0.00
10.5 Manhole Connection	0	EA	\$190,000.00	\$0.00
10.6 Use Tax Charges for Owner Furnished Materials, Allowance	-0.053	LS	\$155,000.00	(\$8,215.00)
10.7 DEI 4% Fee for Assigned Subcontractor	-4708.7	EA	\$1.00	(\$4,708.70)
10.8 Incentive for Early Completion of Milestone 1	0	Days	\$15,000.00	\$0.00

Assignments (1 through 10) Subtotal: (\$3,035,418.52)

**Total: Base Bid plus Assignments:** (\$5,033,151.54)

Note the Base Bid plus Assignments deduction of **(\$5,033,151.54)** is based upon the Field Manager total contract value of \$40,504,380.61. The total adjusted contract value approved by the MIDD Board is \$39,825,370.55. The difference in total contract values is due to Change Order Number 7 (CO#7) for restoration work. CO#7 included a DEI provision that "Any Work completed in 2018 would require a 7% add for DEI items and 10% for paving items" to cover annual inflation in material, labor and operating expenses. It was not possible to estimate 2018 quantities at the time CO#7 was executed as restoration work had not yet begun. New pay items were created in Field Manager in April 2018, with approval of the Owner's Representative, to track and pay these 2018 inflation adjusted unit rates approved in CO#7. Engineer and Owner's Representative concurred the savings realized to date exceeded all estimated 2018 inflation adjusted restoration costs and therefore an increase to the approved contract value would not be necessary.

	<u>Field Manager</u>	<u>MIDD Approved</u>
Total Contract Value:	\$40,504,380.61	\$39,825,370.55
Total Earnings DEI:	\$35,471,229.07	\$35,471,229.07
<b>Net Balancing Deduct:</b>	<b>\$ 5,033,151.54</b>	<b>\$ 4,354,141.48</b>

11.3) The Owner, Engineer and DEI worked collaboratively to maintain the original contract substantial completion date and expedite opening of 15 Mile Road and Eberlein Drive to traffic with the understanding there were actual schedule impacts. Specifically, items of work that were not critical path to substantial completion or restoration of traffic patterns to pre-collapse condition were not prioritized. The Engineer stipulates DEI completed all significant field work to the Owner and Engineer's satisfaction by the previous Contract Final Completion Date of June 30, 2018. DEI reaffirms they will continue to review restoration for positive and vigorous growth and take corrective actions to improve restoration and address identified deficiencies throughout the contractual two (2) year "Correction Period" period that ends October 30, 2019.

The revised "Recovery Shaft" Contract Final Completion date reflects additional time required to address all administrative issues between Owner, Engineer and DEI and execute closure documents.

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Total Cost adjustment to the "Recovery Shaft" Contract, per this Change Order 11 is: DEDUCT \$4,354,141.48

The adjustment to the "Recovery Shaft" Contract Time, per this Change Order 11 is: 135 Days

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

The revised "Recovery Shaft" Contract Final Completion, per this Change Order 11 is: November 12, 2018

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


CHANGE ORDER FORM

Change Order No. Eleven (Final)

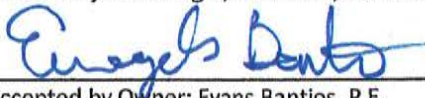
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Contract Price Prior to this Change Order:	\$ 39,825,370.55
Net Change of This Change Order:	\$ (4,354,141.48)
Contract Price Incorporating this Change Order:	\$ 35,471,229.07

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

10/11/18  
Date

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

11/1/18  
Date

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

\_\_\_\_\_  
Date

**Clint J. McDonald**

Digitally signed by Clint J. McDonald  
Date: 2018.10.24 14:45:42 -04'00'

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

\_\_\_\_\_  
Date





**Candice S. Miller**

Public Works Commissioner  
Macomb County

To: Macomb Interceptor Drain Drainage District Board

From: Vincent Astorino, Operations & Flow Manager

Date: November 7, 2018

Subject: Wastewater Master Plan Data Sharing Agreement

As part of the Macomb Interceptor Drain Drainage District (MIDDD) Wastewater Master Plan, our office, with the help of the Viviano Law firm, have developed a data sharing agreement to be used for any willing communities within Macomb County. This agreement was developed so that data such as GIS, hydraulic flow models, flow metering data, rain gauge data, level sensor data, and Supervisory Control and Data Acquisition (SCADA) data could be shared between our office and any community and stay protected.

This data sharing agreement was modeled after the statewide agreement that was put out to all participating members of the State Asset Management Pilot Program, in which the Macomb County Public Works Office (MCPWO) participated in. A copy of data sharing agreement being used for the Master Plan is attached.

Each community will have a separate data sharing agreement with the MIDDD. To help streamline the agreement procurement, it is recommended that the board approve having the MIDDD chairperson Candice Miller, sign the agreements on behalf of the MIDDD, to reach agreements with all participating communities, without bringing each individual agreement to the board for approval.

Attachments: MIDDD-Data Sharing Agreement-Master Plan

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

## Intergovernmental Data Sharing Agreement

This Intergovernmental Data Sharing Agreement (Agreement) is made between the MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (the "MIDDD") and participating municipal entities located in Macomb County. The participating municipal entity for purposes of this Agreement is \_\_\_\_\_, and all of its departments, divisions, and officials (the "Municipality"). In this Agreement, the MIDDD and the Municipality may be referred to individually as "Party" or jointly as "Parties."

- A. The MIDDD is a governmental entity.
- B. The Municipality is a municipal corporation located in Macomb County, State of Michigan.
- C. The Municipality is in the possession of sensitive plans, drawings, photographs, data, including data owned and maintained by the Municipality in relation to its Geographic Information System (GIS), and other information related to public works and infrastructure (the "Covered Data")
- D. The Municipality desires to share with the MIDDD and the MIDDD desires to receive the Covered Data in order to facilitate the development of a Wastewater Master Plan and to assist with other future projects. The Parties enter into this Agreement to protect against the unauthorized dissemination of the Covered Data and to protect the public interest and welfare.

NOW, THEREFORE, In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

1. **Definitions.** The following definitions apply under this Agreement:

- a. "**Asset**" means public and private infrastructure assets pertaining to transportation, water, sanitary and storm sewers, utilities, energy, electricity, natural gas, information technology, emergency preparedness systems, telecommunications, and broadband services affecting or relating to Macomb County or its citizens, including the physical and technological means that support such assets.
- a. "**Covered Data**" means data about **Assets**, including, but not limited to, **Critical Infrastructure Data, GIS Data, Hydraulic Models, Flow Meter Data, Rain Gauge Data, Level Sensor Data, and Supervisory Control and Data Acquisition Data**, provided under this Agreement. **Covered Data** includes both real-time data and **Derived Data**. **Covered Data** does not include data that was publicly available when received, or thereafter became publicly available (other than through unauthorized disclosure).
- b. "**Critical Infrastructure**" means systems and assets, whether physical or virtual, so vital to the United States or the State of Michigan that the incapacity of destruction of such systems and assets would have a debilitating impact on security, economic security, public health, or any combination of those matters.

- c. **“Critical Infrastructure Information”** or **“Critical Infrastructure Data”** means information which:
  - i. Is not customarily in the public domain; and
  - ii. Is related to the security of critical infrastructure or protected systems, as defined in the Critical Infrastructure Information Act of 2002 at section 212(3).
  
- d. **“Data Recipient”** means any party receiving, accessing, or using **Covered Data** under this Agreement. All employees, officials, contractors, consultants, delegates, representatives, subcontractors, subconsultants, service providers including information technology and other technical support staff, agents, etc. of a **Data Recipient** who will have access to **Covered Data** must read this Agreement and agree in writing to be bound by it prior to having access to **Covered Data** of another party. See **Addendum 1** below.
  
- e. **“Derived Data”** means data, information, or knowledge created from the dissemination and analysis of data shared under this Agreement, whether or not in combination with data already in the **Data Recipient’s** possession. **Derived Data** is included in the definition of **Covered Data**. The Parties must treat and protect **Derived Data** as **Covered Data**.
  
- f. **“Freedom of Information Act Request”** or **“FOIA Request”** means a request for information directed to a party under any applicable public-disclosure statute, which if granted could reasonably be anticipated to lead to public disclosure of **Covered Data**.
  
- g. **“Geographic Information System Data”** or **“GIS Data”** means an informational unit or network capable of producing customized maps based on a digital representation of geographical data. **GIS Data** includes **Derived Data** from a GIS system and saved outputs and datasets covered by this Agreement.
  
- h. **“Original Data Provider”** means a party that owns, collects, or provides Covered Data to a party under this Agreement. Unless otherwise set forth herein or if referring to a third party not the Municipality, the Original Data Provider under this Agreement shall be the Municipality.
  
- i. **“Permitted Purposes”** means use of **Covered Data** by a party to develop a Macomb County Wastewater Master Plan and to assist in future projects.

1. **Scope; Permitted Use.**

- a. This Agreement establishes the conditions under which the participating municipal entities agree to disclose Covered Data to the MIDDD to assist in the development of a Wastewater Master Plan and other future projects. It also

provides for the protection of Covered Data, and establishes terms on its use, disclosure, and disposition.

- b. This Agreement does not apply to an Original Data Provider's access to or use or disclosure of its own Covered Data, unless the Original Data Provider's Covered Data is comingled with or includes Derived Data from another party.
  - c. Covered Data provided under this Agreement may only be shared, used, or accessed by a Data Recipient for Permitted Purposes.
2. **Usage, Format, and Method Transfer.** Prior to sharing Covered Data, the Original Data Provider and the MIDDD will agree upon the appropriate data fields, data format, method and frequency of data transfer, and other such parameters. The Original Data Provider and MIDDD will document the aforementioned selections for record-keeping purposes.
3. **Ownership; Licensing.**
- a. The Original Data Provider maintains full control and ownership of Covered Data it provides to another party under this Agreement.
  - b. Each Original Data Provider hereby grants to the MIDDD and other Data Recipients a revocable, non-exclusive, non-transferable license to process, copy, analyze, use, reformat, share, or distribute the Original Data Provider's Covered Data for a Permitted Purpose, so long as it is otherwise consistent with this Agreement and applicable licensing agreements. Original Data Providers must provide Data Recipients a copy of applicable licensing agreements prior to providing Covered Data to Data Recipients.
4. **Original Data Providers' Responsibilities.** Original Data Providers must:
- a. Provide Data Recipients with access to Covered Data consistent with law, third-party contractual obligations, and this Agreement; and
  - b. Perform access reviews to ensure that Data Recipients have established and use adequate administrative, technical, and physical safeguards to protect Covered Data from unauthorized disclosure.
5. **Data Recipients' Responsibilities.** Data Recipients must:
- a. Treat Covered Data as confidential, business-sensitive, and potentially harmful to the public health and safety and security if inappropriately disseminated;
  - b. Protect Covered Data from public or other unpermitted disclosure;
  - c. Use Covered Data solely for a Permitted Purpose;
  - d. Dispose of Covered Data as directed by the Original Data Provider or as provided by law;
  - e. **FOIA and Other Requests for Covered Data.** Upon receipt of a FOIA Request or legal process (i.e., discovery request or subpoena) for information that may include another party's Covered Data:
    - i. Within 24 hours of receipt of the FOIA Request or demand for Covered Data, Data Recipient must email the FOIA Request or data demand to:

1. the FOIA Coordinator of the MIDDD;
    2. the Original Data Provider; and
    3. any other party whose Covered Data or Assets may be affected by the FOIA Request or demand for Covered Data.
  - ii. Covered Data is exempt from public disclosure under MCL 15.243(1)(y). Accordingly, so long as there is a good faith basis, Data Recipient will assert the exception of MCL 15.243(1)(y) as a response to a FOIA request for Covered Data and will comply with the notice requirements of MCL 15.235(5)(b) and MCL 15.240, as applicable.  
See also **Addendum 2** below.
  - iii. To the extent consistent with law, Data Recipient will provide reasonable assistance to the Original Data Provider in opposing such disclosure or seeking a protective order or other limitations on disclosure.
  - iv. If disclosure of Covered Data is required by law, Data Recipient may disclose only that portion of the Covered Data that is compelled to be released by a court of competent jurisdiction or by law.
  - f. Establish and use appropriate administrative, technical, and physical safeguards to protect the data from being accessed, used, disclosed, or stored in a manner other than as provided in this Agreement or as provided by law.
6. **Accuracy.** Original Data Providers agree to use reasonable efforts to ensure the completeness and accuracy of data provided under this Agreement.
7. **Cooperation; Execution of Additional Agreements.** The Parties will execute such documents as may be necessary to realize the intentions of this Agreement or comply with law. The Parties will also require third parties to execute such documents as may be necessary to realize the intentions of this Agreement or comply with law, prior to granting the third party access to the data.
8. **Issue Resolution.** The Parties will work together to resolve issues relating to this Agreement. The Parties will exchange documentation as reasonably necessary to identify and explain their positions. Any portion of this Agreement that may be subject to interpretation will be addressed at these meetings.
9. **Costs and Damages.** Each Party will be responsible for its own costs, losses, and damages related to the sharing of data under this Agreement. Parties will not be liable to one another for any claim related to or arising under this Agreement for consequential, incidental, indirect, or special damages.
10. **Notices.** Notices required under this Agreement must be addressed to the individuals listed on the signature block pages. Parties may amend contact information by providing written notice of the change to the MIDDD. A notice required under this Agreement is deemed effectively given:
- a. When received, if delivered by hand (with written confirmation of receipt);
  - b. When received, if sent by a nationally recognized overnight courier (receipt requested);

- c. On the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
  - d. On the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
  - e. As set forth in the signature block, any notices to the MIDDD shall be copied to Joseph E. Viviano, Esq., Viviano, Pagano & Howlett PLLC, 48 S. Main St., Ste. 2, Mt. Clemens, Michigan 48043.
11. **Amendments.** This Agreement may be amended by written agreement of the Parties. If amendment to this Agreement is required to comply with laws, rules, or regulations, the Parties will promptly enter into negotiations to meet legal requirements.
12. **Effective Date; Term.** This Agreement becomes effective when the Parties have signed it and continues until a Party terminates in accordance with the provisions on Paragraph 13.
13. **Termination.**
  - a. A party may terminate their participation in this Agreement by providing written notice to the MIDDD. Termination is effective 30 calendar days from the date the notice becomes effective.
  - b. Termination of a Party's participation in this Agreement does not affect the continuation of this Agreement as between or among the MIDDD and other parties.
14. **Survival.** The obligation of a Data Recipient to maintain and safeguard another party's Covered Data shall survive expiration or termination of this Agreement and remain in full force and effect until the Original Data Provider or a court of competent jurisdiction opines or rules in writing that the data is no longer Covered Data.
15. **Execution.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. The signature of any party transmitted by email is binding.
16. **Successors.** This Agreement inures to the benefit of and is binding upon the Parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
17. **No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
18. **Reservation of Rights.** The Parties enter into this Agreement pursuant to the exercise of a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the Parties. Nothing in this Agreement is a waiver of governmental

immunity. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other Party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated or entrusted to either Party under any existing law or regulation.

19. **Governing Law.** The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and is being entered into in Macomb County, Michigan. Any suits brought hereunder must be brought in the appropriate state or federal court in the State of Michigan and the Parties submit to the exclusive jurisdiction of such courts for all disputes arising out of or related to this Agreement.
20. **Authority to Bind.** Each person signing this Agreement represents that they are duly authorized to execute this Agreement on behalf of their entity.
21. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all other agreements between the Parties governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

[SIGNATURES ON FOLLOWING PAGE]

Agreed to by:

**MACOMB INTERCEPTOR DRAIN  
DRAINAGE DISTRICT:**

\_\_\_\_\_  
**By: Candice S. Miller**  
**Its: Board Chairperson**

\_\_\_\_\_, 2018  
**Dated**

**Notices under this Agreement go to:**

**Vincent Astorino,**  
**Operations and Flow Manager**  
**Macomb County Public Works**  
**21777 Dunham Road**  
**Clinton Township, MI 48036**  
**vincent.astorino@macombgov.org**

**With a copy to:**  
**Joseph E. Viviano, Esq.**  
**48 S. Main St., Suite 2**  
**Mt. Clemens, MI, 48043**  
**joe@vivianolaw.com**

And:

**Municipal Entity:** \_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Its:**

\_\_\_\_\_, 2018  
**Dated**

**Notices under this Agreement go to:**



**Addendum 1**

**Data Security Agreement**

I have read and understand the Intergovernmental Data Sharing Agreement (“**Agreement**”).

I agree to be bound by the terms of the Agreement, including those relating to protecting and safeguarding Covered Data from unauthorized disclosure. I agree not to access, disclose, or share Covered Data without the express written permission of a person with authority to grant such permission.

\_\_\_\_\_  
[Insert name and title]

[Insert entity name]

Signed on:

\_\_\_\_\_, 2018

## Addendum 2

All Covered Data collected under this Agreement relates to ongoing security measures, capabilities for responding to terrorism, emergency response plans, risk planning, threat assessment, and domestic preparedness strategies. The Parties agree to deem Covered Data exempt from public disclosure under the Freedom of Information Act under MCL 15.243(1)(y) because the public interest in nondisclosure is high, whereas, the public interest in disclosure would be minimal.

The public interest in the nondisclosure of the data outweighs any public interest in disclosure, where disclosure to the world at large under FOIA would impair the ability of the parties, as well as federal and other state and local authorities, to protect the security and safety of persons and property. This impairment would be the direct result of allowing, from this single source, unfettered public access to the broad critical infrastructure information composing the data. It essentially would provide unintended, but actual, aid and assistance to persons, both domestic and foreign, bent on harming United States citizens and communities, and “whatever else the criminal mind might evoke.” *Mager v Dep’t of State Police*, 460 Mich 134 (1999).

The security concerns raised by the public disclosure and dissemination of the data is self-evident. The Congressional Record is replete with facts on terrorism’s ever-rising and forging threats and capabilities. For example, three of many such reports include: Congressional Record, 114th Congress, 2nd Session, Issue: Vol. 162, No. 24, February 10, 2016; 114th Congress, 2nd Session, Issue: Vol. 162, No. 90, June 8, 2016; 115th Congress, 1st Session, Issue: Vol. 163, May 2, 2017.

**MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT**  
**AGENDA ITEM WORKSHEET**

Meeting Date: Monday, November 19, 2018

Name of Project: 15 Mile Interceptor Collapse

Subject Property: Villa Fontana Subdivision off 15 Mile in Sterling Heights

Case Synopsis: This is a request for the MIDDD's review and approval of the enclosed Settlement Agreement and Release for a total compensation amount of **\$5,628.00**. The cost is for the reimbursement of funds that were used to restore sod to the Subject Property.

This agreement resolves all outstanding compensation and restoration claims relating to the Villa Fontana Subdivision. All totals included in the enclosed Settlement Agreement and Release were previously discussed and recommended for approval by Macomb County Public Work's administration.

Recommendation: Approve the enclosed Settlement Agreement and Release totaling **\$5,628.00**, as a full and final resolution of all claims relating to the Villa Fontana Subdivision, and authorize Aloia & Associates to proceed to finalize the transaction.

## SETTLEMENT AGREEMENT AND RELEASE

Property Owner: Villa Fontana Homeowners Association, c/o Metropolitan Property Management and Gregory M. Cueter the Property Manager and Authorized Agent on Behalf of the Villa Fontana Homeowners Association ("Property Owner")

Address: Villa Fontana Subdivision off 15 Mile Road in Sterling Heights, Michigan ("Subject Property")

For and in consideration of mutual benefits for both parties, the Property Owner and the Macomb Interceptor Drainage Drain District ("MIDDD") agree to address and resolve the sod removal and reinstallation performed on the east and west side of the entrance to the Subject Property, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The MIDDD and the Property Owner both acknowledge that repair and restoration work is complete on the Subject Property by Villa Fontana's contractor and that the MIDDD does not warranty (a) any of the workmanship, or (b) whether the work was performed on the Subject Property in accordance with applicable State, County and City standards. The MIDDD and/or its agents shall have no further obligation to repair or restore the Subject Property.

Notwithstanding the foregoing, in full resolution of any claim raised by Property Owner related to the Subject Property, the MIDDD shall pay Property Owner Five Thousand Six Hundred Twenty Eight and 00/100 Dollars (\$5,628,00), within forty-five (45) days from the date Property Owner signs this Agreement. Upon payment of funds referenced herein, the Property Owner hereby releases, holds harmless and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively "Releasees"), from any and all claims, damages, liabilities, additional repairs, known and unknown, arising out of the Project and accruing prior to the date hereof and related to the Subject Property, whether in law or equity, common law or statute, including but not limited to claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1419. Except as provided in the immediately following paragraph, this Agreement also specifically resolves all claims that the Property Owner had or could have claimed under the Michigan Uniform Condemnation Procedures Act, MCL 213.51, et. seq. Furthermore, but consistent with the all of the provisions of this Agreement, the MIDDD does not waive the right to defend or dispute this alleged claim and reserves the right to raise any defenses to this potential claim which may be available in equity and law.

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but

all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be affected. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

It is expressly understood that this Agreement is a resolution of a disputed claim and is not to be construed as an admission of liability by Releasees under any theory of law or equity, and that liability by the Releasees is expressly denied.

General Terms:

- a. Validity of Agreement: If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- b. Law and Venue: It is the intention of the parties hereto that this Agreement shall be interpreted, construed, and enforced according to the laws of Michigan. Macomb County shall be the exclusive jurisdiction to enforce this Agreement.
- c. No Oral Modification Clause: Neither this Agreement nor any provisions thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all of the parties to this Agreement.
- d. Mutual Drafters: This Agreement has been voluntarily drafted by all parties hereto and all parties have had the opportunity to consult the counsel of their choice. Each party acknowledges that they have read and fully understand the terms of this Agreement and/or reviewed it with their counsel, with adequate opportunity and time to review and edit the Agreement. This Agreement has been a result of negotiations, and each party is fully aware of its contents and its legal effect. This Agreement has been signed by each party voluntarily, without coercion, intimidation or the threat of retaliation.
- e. Entire Agreement: This Agreement embodies the entire understanding of the parties and all of the terms and conditions with respect to the matters discussed in this Agreement; it supersedes and annuls any and all other or former agreements, contracts, promises, or representations, whether written or oral, expressed or implied, made by, for, or on behalf of the parties regarding these matters; and it may not be altered, superseded, or otherwise modified except in writing

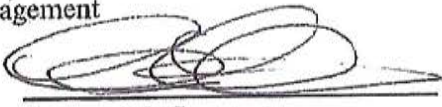
signed by all of the signatories to this Agreement. All executed copies of this Agreement are duplicate originals, equally admissible as evidence.

- f. Counterparts: This Agreement may be executed in counterparts, including facsimile signatures or transmissions of signatures in Adobe Acrobat (PDF) format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. Authority: The individuals signing this Agreement, on behalf of their respective parties, represent and warrant that they have the authority to sign this Agreement.
- h. Cooperation: All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms of this Agreement. Time is of the essence in this Agreement.
- i. Waiver: Failure by any party to enforce any of the remedies provided to it in this Agreement will not be deemed a waiver of those rights.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Restoration Agreement and Release on the dates indicated below.

Villa Fontana Homeowners  
Association c/o Metropolitan Property  
Management

By: 

Gregory M. Cueter

Its: Authorized Agent and Property  
Manager

Date: 10-15-18

Witness:

By:   
Deanna Carter

Date: 10-15-18

MACOMB INTERCEPTOR DRAIN  
DRAINAGE DISTRICT


By: 

Candice S. Miller

Its: Authorized Board Member and  
Macomb County Public Works Commissioner

Date: 10/18/18

Witness:

By:   
Madison Tanghe

Date: 10-18-18

MACOMB INTERCEPTOR DRAIN - 11/19/18

<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 - 6.98999% Clinton - 20.9164% Fraser - 4.1343% Harrison - 5.9902% Lenox - .8610% Macomb - 14.5180% New Haven - .8150% Shelby - 9.9241% Sterling Heights - 31.2761% Utica - 1.7244% Washington - 2.8507%	Keskeny	Aloia & Associates, P.C.	\$ 722.00	Invoice #17665 - 9/1/18 Legal Services - ending 8/31/18	Sale of Vacant Property - 21 Mile Road & Sugarbush	
		Keskeny	Aloia & Associates, P.C.	\$ 1,035.00	Invoice #17666 - 9/1/18 Legal Services - ending 8/31/18	Sale of Vacant Property - 45345 Garfield Road	
		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 8,337.55	Invoice #0119533 - 10/12/18 Engineering Services - 8/20/18 - 9/16/18	Dropshaft & Connecting Sewer Rehab	\$ 262,395.95
		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 7,768.90	Invoice #0119764 - 11/2/18 Engineering Services - 9/17/18 - 10/14/18	Dropshaft & Connecting Sewer Rehab	\$ 254,627.05
		Bantios	CH2M Hill Engineers, Inc.	\$ 54,107.45	Invoice #381161189 - 9/27/18 Engineering Services - 7/24/18 - 8/31/18	Odor & Corrosion Study	\$ 379,783.55
		Bantios	CH2M Hill Engineers, Inc.	\$ 24,110.49	Invoice #707997CH001 - 11/7/18 Engineering Services - 9/1/18 - 9/28/18	Odor & Corrosion Study	\$ 355,673.06
		Bantios	Doctor Mole Inc.	\$ 24,349.42	Invoice #18012-02 - 9/28/18	Project Plan Review	\$ 50,789.83
		Bantios	Doctor Mole Inc.	\$ 15,444.15	Invoice #18012-03 - 10/24/18	Project Plan Review	\$ 33,345.68
		Astorino	DTN, LLC	\$ 706.13	Invoice #5427188 - 10/19/18	Storm SENTRY Subscription	
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,952.50	Invoice #378110 - 10/15/18 Engineering Services - ending 10/5/18	As-needed Engineering Services	\$ 35,496.10
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 1,872.80	Invoice #378192 - 10/15/18 Engineering Services - ending 10/5/18	GLWA Assistance	
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 13,459.60	Invoice #378603 - 10/19/18 Engineering Services - ending 10/11/18	MIDDD WWMP	\$ 685,349.20
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 3,403.80	Invoice #378604 - 10/19/18 Engineering Services - ending 10/11/18	SEMSED WWMP (Paid by SEMSED)	\$ 393,567.40
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 11,293.45	Invoice #378881 - 11/12/18 Engineering Services - ending 11/2/18	SEMSED WWMP (Paid by SEMSED)	\$ 382,273.95



MACOMB INTERCEPTOR DRAIN - 11/19/18

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
Administration (Cont'd)		Astorino	FK Engineering Associates	\$ 3,405.56	Invoice #17-134-007 - 9/12/18 Engineering Services - 8/1/18 - 8/31/18	As-needed Geotechnical Services - Grouting	
		Bantios	FK Engineering Associates	\$ 1,090.00	Invoice #17-134-008 - 10/8/18 Engineering Services - 9/1/18 - 9/30/18	As-needed Geotechnical Services - Grouting	\$ 16,404.47
		Manning	Great Lakes Water Authority	\$ 991.18	Invoice #8134-2018 - 10/3/18	Pollutant Surcharge Bill (Washington Twp. Pass-through)	
		Manning	Great Lakes Water Authority	\$ 1,381.10	Invoice #18-561 - 10/16/18	Industrial Waste Control - Pass-Through Charge	
		Astorino	Tyson Hockman	\$ 908.93	Invoice #18-567 - 10/31/18	NEXGEN Conference Reimbursement	
	SAW Grant 1128-01 (Closing date 11/27/19)	Astorino	Hubbell, Roth & Clark, Inc.	\$ 597.51	Invoice #0164216 - 9/26/18 Engineering Services - ending 9/8/18	MID Condition Assessment Task A	\$ 583,730.02
	SAW Grant 1128-01 (Closing date 11/27/19)	Astorino	Hubbell, Roth & Clark, Inc.	\$ 5,571.12	Invoice #0164217 - 9/26/18 Engineering Services - ending 9/8/18	MID Condition Assessment Task C	\$ 578,158.90
	SAW Grant 1128-01 (Closing date 11/27/19)	Astorino	Hubbell, Roth & Clark, Inc.	\$ 1,202.03	Invoice #0164969 - 10/19/18 Engineering Services - ending 9/30/18	MID Condition Assessment Task C	\$ 576,956.87
		Astorino	Johnson & Anderson	\$ 1,000.00	Invoice #42201 - 10/12/18 Engineering Services - ending 9/29/18	Conversion of MCMARS to Bluewater	\$ 15,987.50
		Astorino	Macomb County Dept. of Roads	\$ 926.41	Invoice #301099 - 10/15/18	Monthly Gas	
		Astorino	Macomb County Treasurer	\$ 388,227.47	Invoice #AR180822 - 10/15/18	3rd Quarter Reimbursement - Personnel & Operating Expenses	
		Astorino	Macomb County Treasurer	\$ 696.96	Invoice #8400-2018 - 10/29/18	Verizon Reimbursement to General Fund - SCADA	
		Astorino	Mount Clemens	\$ 7,161.22	Invoice #0028000035 - 10/9/18	Sewage Flow Billing - September 2018	
		Astorino	Sprint	\$ 512.87	Invoice #578736375-085 - 10/27/18	Monthly Cell	
		Astorino	Viviano Law	\$ 15,111.00	Invoice #20099 - 10/3/18 Legal Services - ending 9/30/18	General Matters	
		Astorino	Wonderware North	\$ 6,785.40	Invoice #74706 - 9/25/18	Wonderware Renewal	
		Baker	York, Dolan & Tomlinson, P.C.	\$ 803.00	Invoice #18-528 - 9/28/18 Legal Services - 6/13/18 - 8/29/18	SEMDS WWMP (Paid by SEMSD/CGAP Grant)	
		Astorino	DE-CAL, Inc.	\$ 596.00	Invoice #W018000852 - 10/8/18	PM on HVAC	
		Astorino	Clinton Township Treasurer	\$ 2,830.68	Monthly Water - 8/21/18 - 9/25/18		
		Astorino	Clinton Township Treasurer	\$ 2,255.56	Monthly Water - 9/25/18 - 10/23/18		
		Astorino	DTE Energy	\$ 11,380.07	Monthly Electric - 9/5/18 - 10/1/18		
		Astorino	Duperon	\$ 940.00	Invoice #21176 - 10/11/18	PM for Bar Screen	
		Astorino	Galco Industrial Electronics	\$ 600.30	Invoice #AC32150 - 9/27/18	Fuses/Filters for HVAC System	
		Bantios	Aloia & Associates, Inc.	\$ 1,964.25	Invoice #17668 - 9/1/18 Legal Services - ending 8/31/18	Property Restoration Settlements	
		Baker	Aloia & Associates, Inc.	\$ 1,491.50	Invoice #17670 - 9/1/18 Legal Services - ending 8/31/18	Sterling Heights vs. MIDD	

MACOMB INTERCEPTOR DRAIN - 11/19/18

Funding Source	Apporntionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
1.5 Mile Sinkhole (Cont'd)		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 23,895.46	Invoice #0119293 - 10/5/18 Engineering Services - 8/20/18 - 9/16/18	Recovery Shaft	
		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 13,560.94	Invoice #0119702 - 10/3/18 Engineering Services - 9/17/18 - 10/14/18	Recovery Shaft - Final	
		Bantios	Dan's Excavating, Inc.	\$ 13,148.03	Construction Estimate #16	Recovery Shaft	
		Bantios	Dan's Excavating, Inc.	\$ 50,050.02	Construction Estimate #17 - Final	Recovery Shaft - Final	
		Baker	Viviano Law	\$ 49,871.78	Invoice #20097 - 10/3/18 Legal Services - ending 9/30/18	Sinkhole	
	Meters		Astorino	\$ 2,475.00	Invoice 10292 - 9/27/18 (Corrected)	MID Meter Repair	
			Astorino	\$ 2,387.50	Invoice #10309 - 10/11/18	MID Meter Repair	\$ 299,280.00
			Astorino	\$ 15,010.00	Application #23 - 10/14/18	MID Meter Maintenance	
			Astorino	\$ 10,932.87	Invoice #0164309 - 9/29/18 Engineering Services - ending 9/8/18	SY-S-1 Meter Facility Rehabilitation	
			Bantios	\$ 5,583.97	Invoice #0164967 - 10/19/18 Engineering Services - ending 9/30/18	Meter Facility Rehabilitation - SY-S-1	\$ 3,808.16
			Bantios	\$ 12,664.54	Invoice #616038 - 10/9/18 Engineering Services - ending 9/28/18	Metering Facility Rehab, Drop Shaft & Connection Sewers	\$ 367,530.06
	NGI		Astorino	\$ 7,645.00	Invoice #WO18250271 - 9/27/18	Replace 16" Mag Meter at NGI P.S.	
			Astorino	\$ 1,087.32	Monthly Electric - 8/30/18 - 9/27/18		
			Astorino	\$ 1,154.82	Monthly Electric - 9/28/18 - 10/28/18		
			Astorino	\$ 1,250.00	Invoice #20180928 - 10/29/18	Flow Meter Start-up/Verification	
		Astorino	\$ 500.00	Invoice #12873 - 10/22/18	Herbicide		
		Astorino	\$ 1,480.25	Invoice #33007 - 9/25/18	Clean Screen, Floors & Jet Drains		
		Astorino	\$ 1,472.50	Invoice #M2012983 - 11/1/18 Engineering Services - 9/23/18 - 10/27/18	AS-needed Engineering Services	\$ 12,348.50	
OMID		Astorino	\$ 2,209.20	Invoice #74706 - 9/25/18	Wonderware Renewal		
			\$ 843,372.56	<b>Total</b>			

Income Statement  
MIDDD  
As of October 31, 2018

	30-Jun-18	7-1-18 to 10-31-18
	Total Fund	O&M**
Revenues		21,463,239.37
Expenditures		20,521,367.17
Equity*	24,259,763	

**NOTES**

- \*Projected reserve at 6/30/2018 15,675,763
- \*Projected Engineering Reserve 3,250,000
- \*Projected Sinkhole Surplus 4,800,000
- \*Life Cycle Reserve 534,000
- Use of surplus for 18/19 (3,000,000)

\*\* Includes following Projects:

Dec 2016 Sinkhole

Revenue	75,635,163	2017A Bond	70,000,000
Expenditures	71,325,369	State Grant	5,150,000
Net	4,309,794	Clinton Twp share of AEW invoice	131,735
		sale of property	233,968