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

Call in Number: 1-385-645-1319
Access Code: 310230337

## Page

1. Call of meeting to order and roll call
2. Approval of Agenda for September 12, 2022
3. Approval of Minutes for August 08, 2022
4. Public Participation
5. Project \& Operational Updates - Vince Astorino 6
6. $8 \frac{1}{2}$ Mile Relief In-System Storage - Change Order No. 1 -
Vince Astorino

Motion: To approve Change Order No. 1 with Weiss Construction for a net increase of $\$ 269,666.49$ and an additional 70 days for the In-System Storage project.
7. Consideration for approval of invoices (see attached) 141
8. Financial Report - Bruce Manning 277
9. Adjourn


SYSTEM LEGEND
(AS OF DATE OF PUBLICATION
$\square \square \square$ SYSTEM BOUNDARY

DISTRICT LEGEND
(AS OF DATE OF PUBLICATION)

ASSET LEGEND



An adjourned meeting of the Intra-County Drainage Board for the EIGHT AND ONE-HALF MILE RELIEF DRAIN was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Clinton Township, Michigan on August 8, 2022, at 10:48 A.M.

PRESENT: Candice S. Miller, Chair<br>Veronica Klinefelt, Member<br>Bryan Santo, Member


#### Abstract

ALSO PRESENT: Vince Astorino, Operations \& Flow Manager; Brian Baker, Chief Deputy; Stephen Downing, Construction and Maintenance Manager; Norb Franz, Communications Manager; Denise Harwood, Financial Analyst; Bruce Manning, Financial Manager; Pam Sonnenberg, Administrative Assistant; Tom Stockel, Construction Supervisor; Don VanSyckel, Macomb County Board of Commissioners


PRESENT VIA TELECONFERENCE: Mary Shepard, Environmental and Safety Services Supervisor City of Sterling Heights

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

Adopted: YEAS: 3
NAYS: 0
Minutes of the meeting of July 11, 2022 were presented. A motion was made by Mr. Santo, supported by Ms. Klinefelt to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0
The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Astorino updated on the Chapaton Basin and said there had been no wet weather events for the past month. There is finally a contract signed by D'Agostini for Chapaton expansion joint repairs. The contract includes a liquidated damages clause of a $\$ 1,000$ per day with a final completion date of October 1, 2022.

The work for Chapaton In-System Storage project will be taking place next week to get all of the poles relocated. We gave the approval for Weiss to shut down Beaconsfield and Oak. Beaconsfield Road is closed right now. We have a new letter on our website and a detour map as well. All of the residents received letters early on in the project. Mr. Astorino presented pictures at Gaukler and Kelly of them capping the top of the interceptor, putting in rebar and putting in the venting cap in the center of the pipe. Those vents are for potential emergencies with the inflatable bladder. They are also doing prep work for the placement of the shaft at Beaconsfield and Oak. We worked with Eastpointe because the water main needed to be relocated. Consumers came out to relocate the natural gas. We started taking delivery of the steel. The office trailers are out there now and will be there for around 18 months. The project is moving well and Mr. Astorino is contemplating bringing a change order to the board next month for extra DTE costs, increase in schedule, and a few other minor things that he wanted to package all in one change order. Ms. Miller asked Ms. Klinefelt if she is getting any
complaints from residents about the project and Ms. Klinefelt responded that she is hearing no complaints. Mr. Astorino added that they have received no complaints as well.

Ms. Miller proceeded to explain that due to the high bid cost received for the Nine Mile Pump Station, efforts have been redirected to various Station and Basin electrical redundancy and rehabilitation projects. She said at this time, we have shelved this project.

A motion was made by Ms. Klinefelt, supported by Mr. Santo to receive and file project updates.
Adopted: YEAS: 3
NAYS: 0
Mr. Baker presented the In System Storage Petition Project - Computation of Cost Resolution. It is the last step in the petition process and would normally result in a special assessment. However we have the funding so there is no special assessment and no additional cost to the district. It was advised by our attorney to update as a final step and show on Exhibit A, a breakdown of the cost showing that there is no special assessment.

A motion was made by Ms. Klinefelt, supported by Mr. Santo to approve the Computation of Costs Resolution for the $81 / 2$ Mile In-System Storage Project.

Adopted: YEAS: 3
NAYS: 0
Mr. Baker then updated on the Proposed 2022/23 Budget. The community contribution is $4.9 \%$, slightly less than the projected $5 \%$ increase provided earlier this year. Eastpointe and St. Clair Shores received the budget early last week. There were no questions. The budget assumes no assessment for the In-System Storage project. There is also no district funds needed for the Canal Rehab Project. There are 4 new projects funded as noted on page 14 of the packet.

A motion was made by Mr. Santo, supported by Ms. Klinefelt to approve the 2022/23 Eight and One Half Mile Relief Drain budget and revenue requirement for the fiscal year beginning October 1, 2022.

Adopted: YEAS: 3
NAYS: 0
It was noted by Ms. Miller how incredible the progress has been in terms of CSO reductions at Chapaton. She stated that it is unbelievable but we still have a long way to go. Ms. Klinefelt added that it is impressive as we have had "some severe downpours!"

The Chair presented the invoices totaling $\$ 928,231.94$ to the board for review and approval.
A motion was made by Ms. Klinefelt, 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 Ms. Klinefelt and supported by Mr. Santo

Adopted: YEAS: 3
NAYS: 0
There being no further business, it was moved by Mr. Santo, supported by Ms. Klinefelt, that the meeting of the Eight and One-Half Mile Relief Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0
The meeting was adjourned at 11:10 A.M.


Candice S. Miller, Chair
Macomb County Public Works Commissioner

## STATE OF MICHIGAN

COUNTY OF MACOMB
I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on August 8, 2022 the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.


Candice S. Miller, Chair
Macomb County Public Works Commissioner
DATED: 8/08/22

## Candice S. Miller

Public Works Commissioner Macomb County

To: $\quad 81 / 2$ Mile Relief Drain Drainage District Board Members
CC: File
From: Vincent Astorino, Operations \& Flow Manager
Date: September 12, 2022
Subject: Construction Projects Status Updates for the September 2022 Board Meeting
The following provides a status update for construction work completed within the $8 \frac{1}{2}$ Mile Relief Drain Drainage District (8MRDDD) for the previous month.

## Wet Weather Operations

No wet weather events this past month.
There was a fire on 9/2/22 in which the St. Clair Shores Fire Department was mobilized. This occurred around midnight and it is believed to be caused by DTE. After troubleshooting the issue it was found that there was a ground fault on the main power feed to the building which then caused damage to the power control transformer on Storm Pump \#3. MCPWO had a spare on the shelf and was able to have Colville replace the unit by the next afternoon. The last time this occurred Storm Pump \#1 was out of service for over 6-months.

## Chapaton Basin and 9 Mile Drain Structural Repairs Project

Contractor: Pullman / L. D'Agostini \& Sons
Engineering Consultant: NTH

## Project Description:

This project consists of performing concrete repairs within the Chapaton RTB (constructed in 1968) and the 9-Mile Drain (constructed in 1926). Recent inspections were performed and various types of repairs in numerous locations were noted in the reports. Repairs primarily consist of chipping away damaged concrete, prepping the reinforcing steel and remaining concrete surfaces, and installing a specialized concrete product flush to adjacent surfaces.

Significant project tasks that have occurred over the past month:

1. NTH Consultants providing limited construction contract administration for this additional work.

- Majority of project management performed by MCPWO staff.
- Submittals are being received and processed by the engineering team.

2. Construction activities per Update Period:

- Install temporary supports for existing flushing pipe as directed.
- Remove existing I-beam flushing pipe supports and delaminated concrete at expansion joints.
- Complete concrete repairs and I-beam modifications as required.
- Contractor has completed 7 of the 8 scheduled concrete repairs located at expansion joints on the north wall of the Chapaton RTB.

3. Construction look ahead:

- Continue to complete repairs on the north wall of the RTB, then move forward with required repairs on the south wall of the Chapaton RTB.

Construction Costs:

|  | Date (if applicable) | Amount |
| ---: | ---: | ---: |
| Pullman Final Amount |  | $\$ 474,913.50$ |
| LDS Contract Amount |  | $\$ 258,050.00$ |
|  | Pay App \#1 | $\$ 85,140.00$ |
| Remaining Budget |  | $\$ 172,910.00$ |

Figure 1- Temporary Pipe Supports


OFFICE LOCATION: 21777 Dunham Road, Clinton Township, Michigan $48036 \bullet$ Phone: 586-469-5325 • Fax: 586-469-5933
ENGINEERING • Phone: 586-469-5910 • Fax: 586-469-7693 $\diamond ~ S O I L ~ E R O S I O N ~ \cdot ~ P h o n e: ~ 586-469-5327 ~ \cdot ~ F a x ~ 586-307-8264 ~$


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## Chapaton In-System Storage Project

## Contractor: Weiss Construction

## Engineering Consultant: Tetra Tech

## Project Description:

The primary focus of the project is the construction of an access shaft and installation of the InSystem Storage Device at Beaconsfield and Oak in Eastpointe. This project will achieve an additional 3.5 million gallons of storage within the 8.5 Mile Relief tunnel.

Significant project tasks that have occurred over the past month:

1. Submittals are being received and processed by the engineering team.
2. Construction activities per Update Period:

- Continued staging of steel and other construction materials deliver \& stored along Beaconsfield greenbelt.
- Secured work site with swing gates and privacy fence screening.
- Completed water main service activities for Eastpointe residents as required.
- DTE temporary power activities completed by DTE subcontractor Extreme Power.
- Contractor installed steel support ribs in 11-foot tunnel as planned.
- Site monitoring equipment and sensors installed prior to pile installation as req’d.
- Contractor removed existing concrete at Oak and Beaconsfield intersection.

3. Construction look ahead:

- Beaconsfield \& Oak: Continue deliveries of steel and other construction materials along Beaconsfield greenbelt.
- Excavation \& soldier pile installation at Beaconsfield scheduled September 6th.
- Site vibration monitoring \& documentation.

Construction Costs:

|  | Date (if applicable) | Amount |
| ---: | ---: | ---: |
| Original Contract Amount |  | $\$ 9,673,200.00$ |
| Total Spent to Date | Pay Apps. 1-5 | $\$ 1,353,007.93$ |
| Remaining Budget |  | $\$ 8,320,192.07$ |
|  |  |  |



Figure 2 - Fencing Installed at Construction Site


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Figure 3 - New Water Main and Gate Well Valve


Figure 4 - Installed Steel Bracing Ribs in 11FT Tunnel


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Figure 5 - Removed Concrete at Oak \& Beaconsfield Intersection


Figure 6 - Site Survey \& Soldier Pile Layout


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Figure 7 - Aerial Drone Image from 200 feet


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# Candice S. Miller 

Public Works Commissioner<br>Macomb County

# To: $\quad 8-1 / 2$ Mile Relief Drain Drainage District Board Members <br> CC: FILE 

From: Vince Astorino, Operations \& Flow Manager
Date: September 12, 2022
Subject: 8-1/2 Mile Relief In-System Storage - Change Order No. 1

The purpose of this memorandum is to present Change Order No. 1 from Weiss Construction regarding the 8-1/2 Mile Relief In-System Storage project.

On January 30, 2022, Weiss Construction was provided with the notice to proceed for the 8-1/2 Mile Relief In-System Storage project, with a contract amount of $\$ 9,673,200.00$ and a substantial completion date of September 23, 2023.

Over the course of the contract, several changes have arose. See below for a summary of changes with the associated dollar amount and/or time extension.

1. DTE Power Relocation: As part of the design, an allowance of $\$ 100,000$ was included in the construction contract to temporarily relocate DTE power lines, to accommodate construction activities. This effort was discussed with the design team and DTE during the design phase to determine this allowance. After construction commenced, there were many additional items required by DTE that were not identified during design. These changes resulted in an increase of $\$ 190,864.90$ for the temporary relocation of the power lines and temporary easement that was required. As a result of the delays caused by DTE, Weiss is requesting an additional 70 days to be added to the construction project.
2. Inflatable Bladder: The design team worked with an overseas company, Floecksmuhle, to design the inflatable bladder. Over the course of the final design and issuance of the construction contract to Weiss, the inflatable bladder cost was increased by $\$ 123,500.00$ due to various global supply chain issues as well as the Russia - Ukraine conflict.
3. Gaukler Site: The ventilation and odor control facility at Gaukler St., near Greater Mack, was originally designed with a carbon canister and vent stack fenced in and above ground. After discussions with St. Clair Shores, they requested to not have the carbon canister above ground. MCPWO worked with Weiss to obtain costs to bury the canister and that cost was $\$ 335,766.06$. Therefore, the decision was made to remove the carbon canister. The site will now only have a vent stack that will activate only if there is an emergency which resulted in a credit to the contract of (\$35,686.93).
4. Malvern Site: The ventilation site was originally designed with a decorative vent stack resembling a nautical theme. After comments from St. Clair Shores, this was changed out to a standard green vent stack, resulting in a credit to the contract of $(\$ 9,011.48)$.

The recommendation is that the 8-1/2 Mile Drain Drainage District Board approve Weiss Change Order No. 1 for the net increase of $\$ 269,666.49$ and the addition of 70 days to the construction schedule.

Attachments: Weiss Change Order No. 1 with backup and Construction Administration Notes

## CHANGE ORDER NO.: 001

| Owner: | Macomb County, MI | Owner's Project No.: | WWS-2019-003 |  |
| :--- | :--- | :--- | :--- | :---: |
| Engineer: | Tetra Tech Inc. | Engineer's Project No.: | 200-16347-19001 |  |
| Contractor: | Weiss Construction Co LLC | Contractor's Project No.: |  |  |
| Project: | 8-1/2 Mile In-System Storage |  |  |  |
| Contract Name: | 8-1/2 Mile Relief Drain Drainage District In-System Storage |  |  |  |
| Date Issued: | Effective Date of Change Order: Upon Approval |  |  |  |

The Contract is modified as follows upon execution of this Change Order:
Description:
Additional cost due to unanticipated DTE costs and easements.
Additional cost due to increase in materials from the inflatable weir supplier
Additional Cost due to local authority changes to the Gaukler and Malvern sites
Additional time due to extensive coordination with and time delays by DTE
Attachments:
Summary of Changes (Table)
Letter from Contractor outlining additional costs from DTE
Letters from Contractor and Engineer outlining additional costs for inflatable weir
Proposals from Contractor for credits at Gaukler and Malvern sites
Letter and schedule from Contractor outlining need for additional time
Email from Contractor describing anomalies in the schedule


[^0]

Authorized by Owner
$\qquad$
Title: Construction Manager
Date: 09/02/2022
By: $\quad$ Authorized by Owner

Approved by Funding Agency (if applicable)

Title: $\qquad$
$\qquad$
Date: $\qquad$
$\qquad$
*The Engineer notes anomalies and inconsistencies on the submitted schedule which need to be corrected by the Contractor. However, there are no exceptions taken with regard to the proposed Substantial Completion and Final Completion Dates. There is an email attached to this document outlining some of these anomalies. This schedule is to be used for the purpose of documenting a time extension via this Change Order \#1 only, and not to obtain an accurate view of the proposed progress.

[^1]
## CHANGE ORDER SUMMARY

OWNER: Macomb County, Michigan Project: 8-1/2 Mile In-System Storage

CHANGE ORDER NO.: 1

| Description | Add/ <br> Deduct | Amount <br> $+(-)$ |
| :--- | :---: | :---: |
| DTE and Easements | Add | $\$ 190,864.90$ |
| Inflatable Weir (Floecksmuhle) | Add | $\$ 123,500.00$ |
| Gaukler Site Changes | Deduct | $(\$ 35,686.93)$ |
| Malvern Site Changes | Deduct | $(\$ 9,011.48)$ |
| TOTAL THIS CHANGE ORDER | Add | $\$ 269,666.49$ |

Due to proposed changes to contract and work. Please see supporting documentation attached hereto.

| Current Contract Amount | $\$ 9,673,200.00$ |
| :--- | ---: |
| Amount this Change Order Add | $\$ 269,666.49$ |
| New Contract Amount | $\$ 9,942,866.49$ |

Mr. Timothy Ard
Construction Manager
Tetra Tech
710 Avis Drive, Suite 100
Ann Arbor, MI 48108
Via- Electronic Delivery (Email)

RE: Tetra Tech 200-16347-19001: Macomb WWS-2021-006; Weiss WC22-01

Subject: DTE Update 7/6/2022 - CE-01R3 - DTE Changes Including Easement Payment and Street Lighting

Dear Mr. Ard-

Please consider this letter a formal update to our letters dated 4/25/2022, 7/1/2022, and 7/8/2022. Weiss continues to track this issue under Change Event 1 (CE-01). Weiss specifically requests additional funds for the direct DTE costs to perform the relocation work and permanent new service (allowance work) as well as additional funds for work DTE has excluded as part of their fees (underground electrical by Weiss and Weiss subcontractor Rotor). Weiss has removed its OHP on the actual construction costs changes, Rotor's OHP remains. Additionally, MCPWC has requested that Weiss make payment to the True Church Ministries located at 21801 Beaconsfield for settlement of the DTE temporary easement. Finally on $7 / 14 / 2022$, Weiss was contacted by DTE's Community Lighting (Street Lighting) division (Chris Mira) and notified additional funds would be due to this division. Weiss was not contacted or informed of this cost prior to this date.

The base contract contains an allowance of $\$ 100,000$ to pay for the temporary relocation work as well as the new service up to the service switch (located on the control building). It is our understanding this amount was an estimate based upon the number of poles to be relocated (as shown on the plans).

| Temporary Relocation Cost: | $\$ 173,000.00$ |
| :--- | :--- |
| Permanent New Commercial Service Cost: | $\$ 21,440.06$ |
| Street Lighting Relocation | $\$ 88,470.42$ |
| Payment to True Church Ministries | $\$ 6,000.00$ |
| Total Fund Requested for Immediate Authorization: | $\$ 208,910.48$ |
|  | $\$ 100,000.00$ |
| Base Bid Allowance | $\$ \mathbf{8 1 , 9 5 4 . 4 2}$ |
| Additional Required for DTE/Easement Costs(no OHP) | $\mathbf{1 0 8 , 9 1 0 . 4 8}$ |
|  |  |

Weiss requests funding to complete the underground electrical working feeding the new ISS control building. Originally, this work was shown to be overhead. DTE has demanded this service work must be performed at the same time as all other relocation work. As such, it must be moved underground to facilitate construction activities in accordance with MISOHA regulations (as explained in previous correspondence). Weiss has worked with DTE, Consumers Energy, and the City of Eastpointe over the last few weeks to finalize this plan of work as shown on the attached marked-up utility plan.

The attached quote summarizes these direct construction costs for the conduit ductbank (by Rotor) as well as all excavation, backfill, and resident concrete replacement (by Weiss) for a REVISED total of:

## $\mathbf{\$ 8 1 , 9 5 4 . 4 2}$ (Weiss OHP removed).

This quote excludes any work on the $2^{\prime \prime}$ water main servicing the two homes on the South side of Oak (should be able maintain service) outside of our contract work required during the $8^{\prime \prime}$ watermain relocation.

Weiss is also requesting reimbursement for payment to be made to True Church Ministries (Gregory Tukes) located at 21801 Beaconsfield pursuant to conversations 7/7/2022. This payment is $\mathbf{\$ 6 , 0 0 0}$ and does not include any additional terms other than the agreement between DTE and True Church Ministries.

Various fiber optic/telecom companies (WOW and Eversteam) have been contacted through DTE's shared use program for all the aforementioned poles affected. None have indicated cost for the work or issues with scheduling within the projects approximate timeframe but nonetheless we must exclude these costs at this time.

DTE has verbally committed this work to a tentative schedule of $6-8$ weeks post approval and continuously notes they are working to expedite. Until this date is firm and work is scheduled, the project schedule impact cannot be fully ascertained. Per conservations $7 / 7 / 2022$, it appears DTE is hoping to start this work on $7 / 29 / 2022$. We are preparing a schedule update with conservative assumptions in place.

Weiss herby continues to reserve its rights for additional contract time and increased cost associated with this change. Weiss has worked to minimize general conditions impacts by delaying full mobilization to the Beaconsfield site.

Sincerely,


CC Weiss: Joe Mulville
CC Macomb: Vincent Astorino, Steve Rozycki, Steven Wagner, Jeremy Jarinski
CC Tetra Tech: Brian Rubel, David Weiss



July 1, 2022
Weiss Construction
41001 Grand River Ave
Novi, MI 48375
Attn: Zach Zechmeister

RE: $\quad 81 / 2$ Mile Relief Drain Drainage District
Rotor Job No. 722014
Correspondence \#0001 - RFC-22621 - DTE UG Duct bank Revision 1

Zach Zechmeister,
Rotor Electric is pleased to provide this quotation in the amount of $\$ 40,125.83$ for the work indicated below:

## Scope:

1. Provide and install (2) 4" PVC Conduit with associated duct bank chairs for the DTE incoming feed across Beaconsfield. Included in this cost is (1) set of (3) $1 / \mathrm{c} 15 \mathrm{kv}$, \#2 Aluminum conductors the same length of the conduit.
2. Provide and install (1) 4" PVC Conduit with associated ductbank chairs for the Internet incoming service. Included in this cost is an underground rated, Category 6 cable. If a 4 " is not needed per internet provider recommendations, we will downsize to smaller conduit.
3. Rotor Electric assumes DTE will provide the necessary Stress Cones and termination labor required.
4. Rotor Electric assumes Comcast or some other Internet Service Provider will include the necessary terimations and associated paraphenalia needed to make the connections.

## Clarifications:

1. This work is anticipated to take place after July 1, 2022 and before July 1,2023 so a $5 \%$ labor escalation cost is included in this quotation. If the work is delayed to after July 1, 2023, an additional labor rate increase will need to be addressed.
2. The Material pricing is based on the current commodity pricing. Rotor Electric will procure the material as soon as this quotation is approved to mitigate any material escalation charges.
3. All work is performed during normal working hours.
4. Excavation, Concrete, Reinforcement, backfill are excluded.
5. This quotation is valid for 30 days. After which time revised pricing for material escalation will need to be provided.

Should you have any questions or concerns, please don't hesitate to contact us at (313) 468-3751.

Sincerely,
ROTOR ELECTRIC COMPANY OF MICHIGAN, LLC

Ben Calandrino
Project Manager

Enclosures: Estimate Print

|  | Description | Quantity | Net Cost | Unit | Total Material | Labor | Unit | Total Hours |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 4" LOCKNUT - STEEL | 6 | 1,041.46 | C | 62.49 | 80.00 | C | 4.80 |
| 2 | 4" CONDUIT - PVC40 | 630 | 220.11 | C | 1,386.69 | 21.88 | C | 137.84 |
| 3 | $4 \times 24 "$ RAD ELBOW 90 DEG - PVC40 | 6 | 4,812.55 | C | 288.75 | 180.00 | C | 10.80 |
| 4 | 4" COUPLING - PVC | 10 | 413.00 | C | 41.30 | 5.00 | C | 0.50 |
| 5 | 4" ADAPTER MALE - PVC | 6 | 615.16 | C | 36.91 | 120.00 | C | 7.20 |
| 6 | $4 \times 3$ ' BASE SPACER | 158 | 267.04 | C | 421.92 | 30.00 | C | 47.40 |
| 7 | $4 \times 3$ " INTERMEDIATE SPACER | 158 | 257.70 | C | 407.17 | 30.00 | C | 47.40 |
| 8 | \# 2/1C 15KV SHLD 100\% | 630 | 5,000.00 | M | 3,150.00 | 39.00 | M | 24.57 |
| 9 | \#18 RG6/U MATV CABLE | 210 | 0.00 | M | 0.00 | 0.00 | M | 0.00 |
|  | Totals | 1,814 |  |  | 5,795.23 |  |  | 280.51 |


|  | Labor Type | Crew | Hours | Rate \$ | Total |
| :---: | :--- | ---: | ---: | ---: | :---: |
| 1 | FOREMAN | 1.00 | 140.26 | 94.32 | $13,229.32$ |
| 2 | JOURNEYMAN | 1.00 | 140.26 | 85.65 | $12,013.27$ |
|  | Totals | 2.00 | 280.52 | 89.98 | $25,242.59$ |


|  | Escalation Period | Description | \% of Contract | Labor Hours | Escalation \% | Escalation \$ |
| :--- | :--- | ---: | ---: | ---: | ---: | ---: |
| 1 | Entire PRoject | Work in next Labor Period | 100.000 | 280.52 | 5.000 | 4.50 |
|  | Totals |  | 100.000 | 280.52 |  |  |


|  | Escalation Period | Total |
| ---: | :--- | ---: |
| 1 | Entire PRoject | $1,262.34$ |
|  | Totals | $1,262.34$ |


|  | General Expenses | Quantity | Field | Duration | Cost/Unit | Total Cost |
| :--- | :--- | ---: | :---: | ---: | ---: | ---: |
| 18 | Safey | 280.52 | DirLb Hours | 1.00 | 2.25 | 631.17 |
|  | Totals |  |  |  |  | 631.17 |


|  | Equipment | Quantity | Field | Duration | Cost/Unit | Total |
| :--- | :--- | ---: | ---: | ---: | ---: | ---: |
| 26 | SErvice Truck | 280.52 | DirLb Hours | 0.50 | 11.50 | $1,612.99$ |
|  | Totals |  |  |  |  | $1,612.99$ |


|  | Final Pricing | Modified (\%) | Modified (\$) |
| :--- | :--- | ---: | ---: |
|  | Database Material (Extension) |  | $2,645.23$ |
|  | Quoted Material (Extension) |  | $3,150.00$ |
|  | Material Tax | 6.000 | 347.71 |
|  | Material Total |  | $6,142.94$ |
|  | Direct Labor |  | $25,242.59$ |
|  | Labor Escalation |  | $1,262.34$ |
|  | Labor Total |  | $26,504.93$ |
|  | General Expenses |  | 631.17 |
|  | Equipment |  | $1,612.99$ |
|  | Total Cost | 15.000 | $54,892.03$ |
|  | Adjustment Markup | 15.000 | $5,233.80$ |
|  | Total Markup |  | $40,125.83$ |
|  | Selling Price |  | $40,125.83$ |
|  | Final Price |  |  |







DTF UNDERGROUND - NFIM_CMMMEBICAL_SERVLCF


# DTE Energy 

Friday, June 17, 2022
Macomb County Public Works
Zach Zechmeister
41001 Grand River Ave
Novi, MI 48375

## Regarding: 21914 Beconsfield Ave., St. Clair Shores, City St. Clair Shores Township

Enclosed are two (2) copies each of the Line Extension Agreement and the Electrical Drawing for the address referenced above. Please make sure that the information on these documents agrees with the information in your building plans. When you are satisfied that the information is correct, please sign one (1) copy of each.

Also included for your signature are the Certificate of Grade documents. Please note that two (2) copies of the Certificate of Grade document are required. Return the signed documents to me along with a check payable to DTE Energy for $\$ 21,440.06$. To ensure proper credit of your payment, the contract number should be indicated on your remitted check. Keep the "Customer Copy" documents for your records.

When we receive the signed documents and your check, we will proceed to schedule the work necessary to provide electric service to your development. If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,


Steven Eriquez
Planner
586.783.2024
steven.eriquez@dteenergy.com

## Enclosures:

Two copies of the Line Extension Agreement
Two copies of the Electrical Layout (Attachment A)
Three copies of the Certificate of Grade

# DTE- NEW COMMERICAL SERVICE FEES ONLY 

## Line Extension Agreement for

DTE Energy
Commercial or Industrial Customers
No. 1448302800

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement. "DTE Energy" is:<br>The DTE Energy Company<br>43230 Elizabeth Rd<br>Clinton Township, MI 48036<br>"Customer" is:<br>Macomb County Public Works<br>Zach Zechmeister<br>41001 Grand River Ave<br>Novi, MI 48375

Background Statement: Customer requests DTE Energy to install a $277 / 480$ volt ac, three phase electric service at 21914 Beconsfield Ave., St. Clair Shores, Michigan in City St. Clair Shores Township, for a Macomb County Public Works Project 8.5 (SIC Code Water, sewer, and utility lines 1623) business. To do this, DTE Energy must construct a "Line Extension" shown on Attachment A, DTE Energy electrical layout No. 654400858 dated 06/17/2022 (which is part of this Agreement). Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the Line Extension.

## DTE Energy and Customer agree to the following terms:

## See details of this contract under the Terms and Conditions section

Payment Breakdown - There are standard (fixed and variable) costs involved each time construction of a System is planned. DTE Energy calculates standard costs, which are divided into two categories:
A) Non-Refundable Costs and B) Refundable Construction Advance. If required, additional costs for upgrading the system to accomodate the new load of the customer are included as: C) System Work.
A. Non-Refundable Costs

1. 175 trench feet $x \$ 4.30$
2. 75 transformer kVA $\times \$ 7.50$
\$
\$
3. Acquiring Permits/Rights-of-Way
4. Underground vs. Overhead Costs for Perimeter/Offsite Extensions \$
5. Winter Construction Costs 0 feet $\mathrm{x} \$ 1.00$
6. Unusual Construction Costs \$
7. Total Non-Refundable Costs
752.50
562.50
0.00
0.00
0.00
0.00
\$ 1,315.00
B. Refundable Construction Advance
8. Estimated Cost of Construction
\$
21,858.90
9. Non-Refundable Contribution
\$ $(1,315.00)$
10. Standard Allowance (2 year Distribution Tariff Credit) Version 5 (Note: See Attachment C if this project involves more than one customer
\$ to be immediately served upon completion of this extension.)
(418.84)
11. Total Refundable Construction Advance
C. System Work
12. System Modification \$ 0.00
13. Remaining Standard Allowance
\$
14. Total System Work

Total Payment Due
\$ 0.00
0.00
\$ 21,440.06


## Terms and Conditions

## Line Extension Agreement for Commercial or Industrial Customers

1. MPSC Rules - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems" and if applicable C6.4 "Underground Service Connections" which are incorporated herein by reference.
2. Underground Installation - DTE Energy or one of its contractors shall install the underground electric service and, if applicable, the meter and transformer, referred to herein, collectively, as (the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, and telephone or internet service. Customer shall contact those companies responsible for installation of services other than electrical service
3. Customer Obligations - Customer agrees to provide the following on Customer's property:
a. all necessary trenching, backfilling, conduits, and manholes, and
b. suitable space and necessary foundations for pad-mounted transformers, primary switching equipment and all other above-grade equipment. If a Certificate of Grade is required, then Customer shall not make any changes in the ground surface elevation of more than the limits prescribed in the Certificate of Grade unless DTE Energy has consented in writing.

## 4. Customer Staking Requirements

a. Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
a. private electrical lines
b. sprinkler systems
c. invisible fences
d. swimming pool hardware
e. septic tanks and fields
f. fiber optic lines
g. security systems
h. heated sidewalk and driveway equipment
j. geothermal systems
k. private water mains and lines
I. solar power equipment
m. privately owned gas
n. propane and petroleum lines
o. any other underground equipment not previously listed.
b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 4(a) above.
c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
5. Damage to the Work - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to damage to the installation, operation or maintenance of the Work.
6. Total Payment - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement. Total Payment consists of:
a. Standard Allowance - The Standard Allowance amount is calculated as follows: two (2) times the estimated annual revenue anticipated to be collected from Customer. This credit is based on a distribution tariff revenue. This is a standard amount that DTE Energy agrees to contribute to the servicing of a customer. This amount is seen as a credit and deducted from the "Estimated Cost of Construction" total as calculated on page 1 of this Agreement.
b. Non-Refundable Costs - The Customer agrees to contribute a portion of the cost needed to construct the Work. This amount is included in the "Estimated Cost of Construction" total and is calculated on page 1 of this Agreement. The "Non-Refundable Contribution" is calculated separately (in Payment Breakdown) on page 1 of this Agreement and then deducted from the "Refundable Construction Advance".
c. Refundable Construction Advance - The Customer pays an upfront portion of the cost to construct the Work, a portion of which may be refundable. (Refer to Refunds section.)
7. Refunds - At the end of the first complete twelve (12) month period immediately following the date of completion of the Work, DTE Energy will compute the actual revenue provided during the previous twelve (12) months. If the actual annual revenue multiplied by two (2) exceeds DTE Energy's estimated annual revenue, this amount will be refunded to the original Customer. Refunds will also be paid for additional new customers directly connected to the financed Work during the refund period and calculated as follows: the amount of any such Refund shall be equal to two (2) times the actual annual revenue or $\$ 500.00$ (whichever is greater) for each customer who is subsequently connected directly to the Work financed by the original Customer. Directly connected commercial and industrial customers are those who do not require payment of a Refundable Construction Advance. The total Refund shall not exceed the total Refundable Construction Advance. DTE Energy will retain any portion of the Refundable Construction Advance that has not been refunded within five (5) years after completion of the Work.

8TE- Easements-Customer shall provide GAE Energy with a ten (T0) foot wide, or wider if required by field conditions, easement for the Work.
9. Right-of-Way - Before DTE Energy constructs the Work, Customer shall provide DTE Energy, at no cost to DTE Energy, all right-of-way and line clearance permits required for the Work. DTE Energy will assist Customer in this process by giving Customer the appropriate land owner's names, the right-of-way forms for signatures and a sketch of the proposed Work route. If customer cannot obtain the right-of-way, DTE Energy will determine an alternate route, which may result in additional costs to Customer. If an alternate route is required, this agreement shall be cancelled and DTE Energy and Customer may enter into a new Agreement. Any amounts already paid under this Agreement shall be applied to the new Agreement or refunded, less all reasonable costs incurred by DTE Energy, if a new Agreement is not executed.
10. Termination prior to Commencement of Work - If the Customer fails to complete any obligations under this Agreement within twelve (12) months from the date DTE Energy executes this Agreement, then upon ten (10) days written notice, DTE Energy may cancel this Agreement and a refund may be issued, to the Customer, less all reasonable costs incurred by DTE Energy.
11. Failure to Execute Agreement; Changes to Agreement - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement then this Agreement shall become null and void.
12. Damages and Limitation on Liability - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.
DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inablity to operate full capacity, lost profits or other similar claims of Customer.
13. Set Off - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
14. Construction Postponement - Scheduling of construction shall be done on a mutually agreeable basis to DTE Energy and the Customer. However, if DTE Energy believes that all of the customers on which the Standard Allowance is based, will not be prepared to receive electric service on the expected construction completion date, then DTE Energy may notify Customer in writing of the postponement of the construction start date and delay when electric service will be available to Customer. DTE Energy will begin to construct the Work when all of the customers of the project are prepared to receive electric service on the anticipated date of completion of the Work construction.
15. Assignment and Notices - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
16. Saving Clause - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
17. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
18. Entire Agreement - This Agreement together with the Electrical Service Installation Guide, the DTE Energy Rate Book on file with the MPSC ("Rate Book") which is available at:
www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html
and the Commercial and Industrial Customers Requirements, referred to herein, collectively, as (the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

## Line Extension Agreement for <br> Commercial or Industrial Customers

No. 1448302800

"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement. "DTE Energy" is:<br>The DTE Energy Company<br>43230 Elizabeth Rd<br>Clinton Township, MI 48036<br>"Customer" is:<br>Macomb County Public Works<br>Zach Zechmeister<br>41001 Grand River Ave<br>Novi, MI 48375

Background Statement: Customer requests DTE Energy to install a $277 / 480$ volt ac, three phase electric service at 21914 Beconsfield Ave., St. Clair Shores, Michigan in City St. Clair Shores Township, for a Macomb County Public Works Project 8.5 (SIC Code Water, sewer, and utility lines 1623) business. To do this, DTE Energy must construct a "Line Extension" shown on Attachment A, DTE Energy electrical layout No. 654400858 dated 06/17/2022 (which is part of this Agreement). Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the Line Extension.

## DTE Energy and Customer agree to the following terms:

## See details of this contract under the Terms and Conditions section

Payment Breakdown - There are standard (fixed and variable) costs involved each time construction of a System is planned. DTE Energy calculates standard costs, which are divided into two categories:
A) Non-Refundable Costs and B) Refundable Construction Advance. If required, additional costs for upgrading the system to accomodate the new load of the customer are included as: C) System Work.
A. Non-Refundable Costs

1. 175 trench feet $\times \$ 4.30$
2. 75 transformer $\mathrm{kVA} \times \$ 7.50$
\$ \$
3. Acquiring Permits/Rights-of-Way
4. Underground vs. Overhead Costs for Perimeter/Offsite Extensions \$
5. Winter Construction Costs 0 feet $\mathrm{x} \$ 1.00$\$

$$
0.00
$$

6. Unusual Construction Costs
7. Total Non-Refundable Costs \$
8. Unusual Construction Costs
9. Total Non-Refundable Costs
752.50

$$
562.50
$$

0.00

$$
0.00
$$

$$
0.00
$$

B. Refundable Construction Advance

1. Estimated Cost of Construction
2. Non-Refundable Contribution
\$ $(1,315.00)$
3. Standard Allowance (2 year Distribution Tariff Credit) Version 5 (Note: See Attachment C if this project involves more than one customer \$ (418.84) to be immediaiely served upon completion of this exeension.)
4. Total Refundable Construction Advance
C. System Work
5. System Modification \$ 0.00
6. Remaining Standard Allowance \$
7. Total System Work 0.00

Total Payment Due


## DTE- NEW COMMERICAL SERVICEE EEEES

## Line Extension Agreement for Commercial or Industrial Customers

1. MPSC Rules - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems" and if applicable C6.4 "Underground Service Connections" which are incorporated herein by reference.
2. Underground Installation - DTE Energy or one of its contractors shall install the underground electric service and, if applicable, the meter and transformer, referred to herein, collectively, as (the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, and telephone or internet service. Customer shall contact those companies responsible for installation of services other than electrical service.
3. Customer Obligations - Customer agrees to provide the following on Customer's property:
a. all necessary trenching, backfilling, conduits, and manholes, and
b. suitable space and necessary foundations for pad-mounted transformers, primary switching equipment and all other above-grade equipment. If a Certificate of Grade is required, then Customer shall not make any changes in the ground surface elevation of more than the limits prescribed in the Certificate of Grade unless DTE Energy has consented in writing.

## 4. Customer Staking Requirements

a. Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
a. private electrical lines
b. sprinkler systems
c. invisible fences
d. swimming pool hardware
e. septic tanks and fields
f. fiber optic lines
g. security systems
h. heated sidewalk and driveway equipment
burial sites of pets
. geothermal systems
k. private water mains and lines
solar power equipment
m. privately owned gas
n. propane and petroleum lines
o. any other underground equipment not previously listed.
b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 4(a) above.
c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
5. Damage to the Work - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to damage to the installation, operation or maintenance of the Work.
6. Total Payment - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement. Total Payment consists of:
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c. Refundable Construction Advance - The Customer pays an upfront portion of the cost to construct the Work, a portion of which may be refundable. (Refer to Refunds section.)
7. Refunds - At the end of the first complete twelve (12) month period immediately following the date of completion of the Work, DTE Energy will compute the actual revenue provided during the previous twelve (12) months. If the actual annual revenue multiplied by two (2) exceeds DTE Energy's estimated annual revenue, this amount will be refunded to the original Customer. Refunds will also be paid for additional new customers directly connected to the financed Work during the refund period and calculated as follows: the amount of any such Refund shall be equal to two (2) times the actual annual revenue or $\$ 500.00$ (whichever is greater) for each customer who is subsequently connected directly to the Work financed by the original Customer. Directly connected commercial and industrial customers are those who do not require payment of a Refundable Construction Advance. The total Refund shall not exceed the total Refundable Construction Advance. DTE Energy will retain any portion of the Refundable Construction Advance that has not been refunded within five (5) years after completion of the Work.
8. Easements - Customer shall provide DTE Energy with a ten (10) foot wide, or wider if required by field conditions, easement for the Work.
9. Right-of-Way - Before DTE Energy constructs the Work, Customer shall provide DTE Energy, at no cost to DTE Energy, all right-of-way and line clearance permits required for the Work. DTE Energy will assist Customer in this process by giving Customer the appropriate land owner's names, the right-of-way forms for signatures and a sketch of the proposed Work route. If customer cannot obtain the right-of-way, DTE Energy will determine an alternate route, which may result in additional costs to Customer. If an alternate route is required, this agreement shall be cancelled and DTE Energy and Customer may enter into a new Agreement. Any amounts already paid under this Agreement shall be applied to the new Agreement or refunded, less all reasonable costs incurred by DTE Energy, if a new Agreement is not executed.
10. Termination prior to Commencement of Work - If the Customer fails to complete any obligations under this Agreement within twelve (12) months from the date DTE Energy executes this Agreement, then upon ten (10) days written notice, DTE Energy may cancel this Agreement and a refund may be issued, to the Customer, less all reasonable costs incurred by DTE Energy.
11. Failure to Execute Agreement; Changes to Agreement - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement then this Agreement shall become null and void.
12. Damages and Limitation on Liability - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.
DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inablity to operate full capacity, lost profits or other similar claims of Customer.
13. Set Off - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
14. Construction Postponement - Scheduling of construction shall be done on a mutually agreeable basis to DTE Energy and the Customer. However, if DTE Energy believes that all of the customers on which the Standard Allowance is based, will not be prepared to receive electric service on the expected construction completion date, then DTE Energy may notify Customer in writing of the postponement of the construction start date and delay when electric service will be available to Customer. DTE Energy will begin to construct the Work when all of the customers of the project are prepared to receive electric service on the anticipated date of completion of the Work construction.
15. Assignment and Notices - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
16. Saving Clause - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
17. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
18. Entire Agreement - This Agreement together with the Electrical Service Installation Guide, the DTE Energy Rate Book on file with the MPSC ("Rate Book") which is available at:
www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html
and the Commercial and Industrial Customers Requirements, referred to herein, collectively, as (the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.


## DTE Energy

## Certificate of Grade

## W.O. 65440088

## Subject: Macomb County Public Works Project 8.5

I/We, the undersigned, hereby certify to the DTE Energy Company that all grading in utility easements and/or the routes of the underground facilities for the above subject development have been completed within four (4) inches of the final grade.

I/We, further agree that a stake will be placed at the location for each piece of above grade equipment, indicating the final grade to be achieved. A copy of the DTE Energy underground construction Drawing No. 654400858 for this development is in our possession and will be used for this purpose.

## Approval:

[^2]Signature and Date

Name and Date (Print)

Signature and Date

## DTE Energy

## Certificate of Grade

## W.O. 65440088

## Subject: Macomb County Public Works Project 8.5

I/We, the undersigned, hereby certify to the DTE Energy Company that all grading in utility easements and/or the routes of the underground facilities for the above subject development have been completed within four (4) inches of the final grade.

I/We, further agree that a stake will be placed at the location for each piece of above grade equipment, indicating the final grade to be achieved. A copy of the DTE Energy underground construction Drawing No. 654400858 for this development is in our possession and will be used for this purpose.

## Approval:

Name and Date (Print)

Signature and Date

Name and Date (Print)

Signature and Date

## DTE Energy

## Certificate of Grade

## W.O. 65440088

## Subject: Macomb County Public Works Project 8.5

I/We, the undersigned, hereby certify to the DTE Energy Company that all grading in utility easements and/or the routes of the underground facilities for the above subject development have been completed within four (4) inches of the final grade.

I/We, further agree that a stake will be placed at the location for each piece of above grade equipment, indicating the final grade to be achieved. A copy of the DTE Energy underground construction Drawing No. 654400858 for this development is in our possession and will be used for this purpose.

## Approval:

[^3]Signature and Date

Title and Company (Print)

Name and Date (Print)

Title and Company (Print)

DTE- NEW COMMERICAL SERVICE

## Attachment C - Additional Customers

## Agreement Number 1448302800

Name Agreement Number 1448302800

Planner Steven Eriquez
Area Leader Ronarro L Cleveland

| Contribution MIK: |  |  | E065440088 | 0000000000 |
| :---: | :---: | :---: | :---: | :---: |
|  | Source Dept. Code | Resource Type | Subproject Number | Activity Occurence |
| Advance MIK: |  |  | 1448302800 |  |
|  | Source Dept. Code | Resource Type | Subproject Number | Standard Activity |

# DTE Energy 

Thursday, June 23, 2022

Macomb County Public Works
Zach Zechmeister
41001 Grand River Ave
Novi, MI 48375

## Regarding: Beaconsfield Ave \& Oak Ave., Eastpointe St. Clair Shores, Erin Township

Enclosed are two (2) copies of the Temporary or Permanent Line Relocation Agreement for your signature. The payment for this work is $\$ 173,000.00$ for a Temporary Relocation based on: DTE will Temporary relocate the existing Lead DC 2465 ERIN onto the Parking Lot of Beaconsfield Baptist Church After the Macomb Public Works Project is completed. Overhead Lead with of DC 2465 ERIN will be relocated on the Westside of Beaconsfield Ave South of Oak Ave. In Road Right of Way-Green Belt Area between the Sidewalk \& Curb. Customer is responsible to aid DTE in acquiring easements from property owner were DTE facilities must be installed in order to relocate Overhead Lead. In

Please return the signed document to me with a check made payable to DTE Energy. To ensure proper credit, the contract number should be indicated on your remitted check. Keep the "Customer Copy" document for your records. When we receive the signed document and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,


Steven Eriquez
Planner
586.783.2024
steven.eriquez@dteenergy.com
enclosures:
Two copies of the Temporary or Permanent Line Relocation Agreement

## Agreement for

DTE Energy

## Temporary or Permanent Line Relocation

No. 65441273
"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.
"DTE Energy" is:
The DTE Energy Company
43230 Elizabeth Rd
Clinton Township, MI 48036
"Customer" is:
Macomb County Public Works
Zach Zechmeister
41001 Grand River Ave
Novi, MI 48375

Background Statement: Customer agrees to reimburse DTE Energy for temporary relocation of equipment in the vicinity of Beaconsfield Ave \& Oak Ave., Eastpointe St. Clair Shores. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

## DTE Energy and Customer agree to the following terms: See details of this contract under the Terms and Conditions section

Payment for the temporary relocation is $\$ 173,000.00$.
The type of work to be performed:
DTE will Temporary relocate the existing Lead DC 2465 ERIN onto the Parking Lot of Beaconsfield Baptist Church After the Macomb Public Works Project is completed. Overhead Lead with of DC 2465 ERIN will be relocated on the Westside of Beaconsfield Ave South of Oak Ave. In Road Right of Way-Green Belt Area between the Sidewalk \& Curb. Customer is responsible to aid DTE in acquiring easements from property owner were DTE facilities must be installed in order to relocate Overhead Lead. In

In return for the above reimbursement payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives full payment for the above work. The price quoted on this agreement shall be in effect for a period of six (6) months from the date hereof.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission. The above charge covers only the removal/relocation of DTE Energy owned equipment.

It is the customer's responsibility to contact other companies (usually telephone, cable TV) that have equipment on the pole (or in the trench) to determine whether additional charges may incur from this move. Payment for these charges is the customer's responsibility and will be made by separate agreement between the customer and the other companies.
DTE Energy:(sign) $\frac{\text { Comarro LCleveland /d/ Title: _Supervisor }}{\text { Ronarro L Cleveland }}$ Date: 6-23-2022

Customer:(sign) (print) $\qquad$ Date: $\qquad$
(sign) $\qquad$ (print) Date: $\qquad$

## Agreement for Temporary or Permanent Line Relocation

1. MPSC Rules - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. Description of Work - DTE Energy or one of its contractors shall install the underground or overhead conductors and any associated overhead or underground equipment required for the line relocation, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.

## 3. Customer Staking Requirements

a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
a. private electrical lines
b. sprinkler systems
c. invisible fences
d. swimming pool hardware
e. septic tanks and fields
f. fiber optic lines
g. security systems
h. heated sidewalk and driveway equipment
i. burial sites of pets
j. geothermal systems
k. private water mains and lines
l. solar power equipment
m. privately owned gas
n. propane and petroleum lines
o. any other underground equipment not previously listed.
b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. Total Payment - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
5. Termination prior to Commencement of Work - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. Failure to Execute Agreement; Changes to Agreement - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. Damages and Limitation on Liability - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.
DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inablity to operate full capacity, lost profits or other similar claims of Customer.
8. Set Off - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. Assignment and Notices - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. Saving Clause - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
11. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent

the purpose of such action.
12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:
www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html
and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

Agreement for
DTE Energy

## Temporary or Permanent Line Relocation

No. 65441273
"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.
"DTE Energy" is:
"Customer" is:
The DTE Energy Company
43230 Elizabeth Rd
Clinton Township, MI 48036
Macomb County Public Works
Zach Zechmeister
41001 Grand River Ave
Novi, MI 48375

Background Statement: Customer agrees to reimburse DTE Energy for temporary relocation of equipment in the vicinity of Beaconsfield Ave \& Oak Ave., Eastpointe St. Clair Shores. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

## DTE Energy and Customer agree to the following terms: See details of this contract under the Terms and Conditions section

Payment for the temporary relocation is $\$ 173,000.00$.
The type of work to be performed:
DTE will Temporary relocate the existing Lead DC 2465 ERIN onto the Parking Lot of Beaconsfield Baptist Church After the Macomb Public Works Project is completed. Overhead Lead with of DC 2465 ERIN will be relocated on the Westside of Beaconsfield Ave South of Oak Ave. In Road Right of Way-Green Belt Area between the Sidewalk \& Curb. Customer is responsible to aid DTE in acquiring easements from property owner were DTE facilities must be installed in order to relocate Overhead Lead. In

In return for the above reimbursement payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives full payment for the above work. The price quoted on this agreement shall be in effect for a period of six (6) months from the date hereof.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission. The above charge covers only the removal/relocation of DTE Energy owned equipment.

It is the customer's responsibility to contact other companies (usually telephone, cable TV) that have equipment on the pole (or in the trench) to determine whether additional charges may incur from this move. Payment for these charges is the customer's responsibility and will be made by separate agreement between the customer and the other companies.
Customer:(sign)
$\qquad$ Title: Supervisor
Ronarro L Cleveland
(sign) $\qquad$ (print)


## Agreement for Temporary or Permanent Line Relocation

1. MPSC Rules - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
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c. invisible fences
d. swimming pool hardware
e. septic tanks and fields
f. fiber optic lines
g. security systems
h. heated sidewalk and driveway equipment
i. burial sites of pets
j. geothermal systems
k. private water mains and lines
I. solar power equipment
m. privately owned gas
n. propane and petroleum lines
o. any other underground equipment not previously listed.
b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. Total Payment - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
5. Termination prior to Commencement of Work - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. Failure to Execute Agreement; Changes to Agreement - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. Damages and Limitation on Liability - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.
DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inablity to operate full capacity, lost profits or other similar claims of Customer.
8. Set Off - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. Assignment and Notices - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. Saving Clause - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
11. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent
the purpose of such action.
12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:
www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html
and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.


## Removal and Installation of Streetlight Equipment Billing Agreement

I/We, the undersigned, hereby agree to reimburse DTE the sum of $\$ 8,470.42$. This reimbursement will be made prior to the actual start of construction.

In return for the above, DTE agrees to remove one streetlight pole and associated equipment near the intersection of Beaconsfield and Oak in Eastpointe, and refeed six other streetlights north of that intersection.

Requested work to be performed on Work Order 65770056. When direct construction costs exceed those estimated due to unforeseen difficulties, the Customer will be invoiced for the difference.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders, rules and regulations adopted and approved by the Michigan Public Service Commission.

Please sign and return this agreement along with payment. You will be mailed back a copy of this agreement after the document has been counter-signed by DTE supervision.

Accepted (Customer)
Accepted (DTE)
Weiss Construction on behalfof Macomb CountyPublic Works`

$\qquad$
Name $\qquad$
Date 7/18/2022
Date $\qquad$

Mr. Timothy Ard
Construction Manager
Tetra Tech
710 Avis Drive, Suite 100
Ann Arbor, MI 48108
Via- Electronic Delivery (Email)

Tetra Tech 200-16347-19001: Macomb WWS-2021-006; Weiss WC22-01
Subject: Formal Notice - Floecksmuhle GmbH ISG Package - Cost Increase - CLAIM

Dear Mr. Ard-

Please consider this letter formal notice pursuant to paragraph 18.01 A.3 of the Prime Contract that the sole supplier for the Inflatable Sewer Gate Package (ISG) - "Floecksmuhle GmbH" has notified Weiss that their proposal for the base bid work has been revised to reflect price escalation increases. Weiss has fully executed a purchase order to Floecksmuhle for a revised amount to maintain forward progress.

Weiss first notified the Owner/Engineer of this cost increase on 4/13/2022. Weiss first became aware of this price change on 4/7/2022 after a contract negotiation meeting lasting over 3 hours with Floecksmuhle. Weiss considered this a request for change order under paragraph 11.011 C (submitted within the specified 30 day timeline).

On 4/18/2022, the Engineer responded to Weiss' letter stating the Owner will not accept added cost for the equipment. The basis for this argument is such that Weiss did not issue a PO timely to Floecksmuhle.

Weiss stands firm that Floecksmuhle gave zero indication that this increase was forthcoming. Weiss issued Floecksmuhle an intent to award via email on 12/28/2021, including the Owner's "Notice to Award". Floecksmuhle acknowledged receipt of this notice and its intent on 12/30/2021. In other words, Floecksmuhle knew, beyond a reasonable doubt, that it would receive the Contract for the ISG package. Weiss was in contact in the weeks and months following including notifying Floecksmuhle that the Owner had issued the NTP and meetings for the Contract had started.

Furthermore, Floecksmuhle's first proposal sent to all bidders states:
"Our offer is calculated on a current cost basis, excluding VAT, and is valid for orders placed by $31 / 01 / 2022$ and complete Equipment latest delivery date by $1 / 10 / 2022$. It will be necessary to request an extension and to negotiate new pricing and delivery terms for orders placed after the "order place by date"

In summary, an order must be placed by $1 / 31 / 2022$. Order placed means the Contract executed, shop drawings reviewed, and components released for fabrication for a 10/1/2022 delivery.

As you are also aware, Weiss is required by the order of the Prime Contract to include flowdown documentation with subcontractors/suppliers amongst other requirements to ensure compliance with the Contract documents. Floecksmuhle's Purchase Order required substantial explanation of these requirements, specifically in regard to quality control, performance, training, warranty, integration, as

CC Weiss: Joe Mulville
CC Macomb: Vincent Astorino, Steve Rozycki, Steven Wagner, Jeremy Jarinski
CC Tetra Tech: Brian Rubel, David Weiss
well as commercial terms regarding payment and risk. Furthermore, a substantial difference of contractual norms required extensive negotiation.

Over the time period in question by the Engineer, a substantial world changing event (the 2022 Russian Invasion of Ukraine) accelerated. The effects of said event are certainly felt more seriously abroad in Europe where most of the ISG system is produced by various sub-suppliers as Floecksmuhle denotes in its letter (and sub supplier letters).

Notwithstanding, Weiss has executed a Purchase Order on agreeable terms with Floecksmuhle on $4 / 27 / 2022$. Floecksmuhle decreased the price increase to a lump sum of $\mathbf{\$ 1 2 3 , 5 0 0}$ (decreased from $\mathbf{\$ 1 4 1 , 0 0 0}$ ) as incorporated into the Purchase Order.

Please consider this letter official notice of Claim Pursuant to Article 12 of the Contract. This letter has been issued within 30 days from Tetra Tech's rejection letter dated 4/18/2022 of our initial notice and thus the claim shall enter further review. In the event mutual agreeable negotiations do not proceed (or no response is received within 90 days), the Contract defines a process for denial of claims. Weiss will track this timeline accordingly.


Attachments: Floecksmuhle Proposal (original), Floecksmuhle Letter (including sub-supplier backup)

CC Weiss: Joe Mulville
CC Macomb: Vincent Astorino, Steve Rozycki, Steven Wagner, Jeremy Jarinski
CC Tetra Tech: Brian Rubel, David Weiss

Floecksmühle • Bachstr. 62-64 • D-52066 Aachen

|  |  | Bachstr. 62-64 |
| :---: | :---: | :---: |
| Weiss Construction Co., LLC |  | D-52066 Aachen |
| 41001 Grand River Ave. | Telefon: | +49 241/94986 6 |
| Novi, MI 48375 | Telefax: | +49 241/94986-12 |
|  | Email: | mareike.kessels@floecksmuehle.com |
|  | Internet: | www.floecksmuehle.com |

Durchwahl
-32

Datum
22.04.2022

770 Beaconsfield: notification of price increase due to additional costs.

Dear Mr. Mulville,

As you are probably experiencing yourself, material and energy costs are currently rising considerably, which have resulted in cost and price increases for us and our suppliers.

In the case of the ISG Beaconsfield gate, the most recent offers from our suppliers show a significant price increase when compared to our offer of November 2021. These increases look as follows:

- Bladder $+12 \%$
- Fixing System $+40 \%$
- Control System +5\%
- Transport +20\%

Letters by our suppliers can be found attached to this letter to substantiate the increases.

Based on these increases, we cannot maintain the price level of our November 2021 offer that expired on $31^{\text {st }}$ January 2022. We must therefore make the following pricing adjustments:

|  | Nov. 2021 | April 2022 |
| :--- | :--- | :--- |
| ISG Package - Material and Equip- <br> ment | $\mathbf{\$ 8 9 8 , 0 0 0}$ | $\mathbf{\$ 1 , 0 2 1 , 5 0 0}$ |
| Installation Advisory Services | $\mathbf{\$ 4 2 , 1 3 6}$ | $\mathbf{\$ 4 2 , 1 3 6}$ |

The offer validity of our suppliers is currently only a few days, which means that we will need your acceptance by 27.04.2022 at the latest.

We are naturally very sorry to have to send you such a communication, given that it is not our normal way of conducting business but at the same time we are sure you understand things are not normal at the moment and external factors are forcing us to take this step.

| Bankverbindung: Sparkasse Aachen | Ust-IdNr. DE 811414684 |
| :--- | :--- |
| BLZ 39050000 Konto 15024466 | IBAN: DE 68390509800015024466 |
|  | SWIFT-BIC: AACSDE33 |

Energietechnik GmbH

If for whatever reason prices are shown to dramatically decrease, we agree to lower our prices accordingly to meet such a change.

Further to you informing us that you will have to put in a request with the owner for a price adjustment, we remain at your disposal if additional information is needed to support you. We shall do our best to supply such information upon request.


Floecksmühle Energietechnik GmbH


April 19, 2022

Norbert Kessels
Floecksmühle Energietechnik GmbH
Bachstrasse 62-64
D-52066 Aachen
Germany
Dear Mr. Kessels:
We regret to inform you that the prices we quoted to you in November 2021 for control equipment must be increased by $5.06 \%$. This price increase is based on cost increases from our suppliers, as a consequence of ongoing global supply chain issues. The 5.06\% has been added directly to the price of the equipment with no additional margins.

We apologise in advance for any inconvenience that this may cause. Unfortunately, this situation is beyond our control, and we are forced to take this step.

Regards,
Mark S. Rapf
Mark S. Rapf, P.E.

Your letter from:

Our remark: TERS

Contact person/phone: Sava Terova

Floecksmühle Energietechnik GmbH
Attn.: Mr. Norbert Kessels

Velké Porríči: $\quad 20^{\text {th }}$ April 2022

Subject: ISG membrane price increase

Dear Mrs. Kessels

We thank for you inquiry of ISG membrane, unfortunately we have to inform you that our offer from November 2021 is no longer valid.

From the reason of the EPDM, other raw material and energy price increase the final membrane product price is by $12 \%$ higher. This price increase is valid till the end of April. Currently we are expecting further price increase of raw material and components in May, but we are unable to specify even the estimated percentage of such growth.

Please be informed that the EPDM material is limited on the market, therefore delivery time may be longer too. To avoid any delay, please send us your order as soon as possible.

Don't hesitate to contact us if you have any questions.

Best regards

Sáva Térová


Head of Sales and Logistics Bags Tanks
Rubena, s.r.o

## (3) Rubena

Rubena, s.r.o.
Ceskyich bratil $338,54701 \mathrm{Näch}$ ut
İً: 09725351, DIČ: C20972535:
Bags \& Tanks / Vaky \& nádrże - 02
Nâchodskà 449,549 32 Velké Pift

Rubena, s.r.o.

## FONDERIE D'ACIERS

moulés,
d'aciers hautement alliés
et de fontes spéciales

STAALGIETERIJ
voor hoog- en
laaggelegeerde staalsoorten
en speciale legeringen

## FOUNDRY

for cast steels,
high alloyed steels
and special alloys

Sehr geehrte Damen und Herren,
wir bedanken uns für Ihre Anfrage und müssen Ihnen aufgrund der erheblich gestiegen Kosten für Material und Energie mitteilen, dass die Preise für die von uns angebotenen Befestigungsbauteile:

- Ober- und Unterschienen nach Ihren Zeichnungen aus Werkstoff 1.4312 / 1.4408
um 40,3 \% (Material 1.4408) teurer sind als im Nov.2021. Der Preisanstieg in diesem Fall liegt zu ca.63\% an den gestiegenen Rohmaterialkosten (Legierung) und zu ca. 37\% an den gestiegenen Energie-, Modell- und Fertigungskosten (Sande, Bindemittel, Schleifmittel, etc.).

Bitte beachten Sie, dass die aktuellen Preise nicht als stabil betrachten werden können, insbesondere bei den Legierungsbestandteile $\mathrm{Cr} \& \mathrm{Ni}$. Auch können wir keine Prognose bzgl. der Preisentwicklung von Gas und Strom treffen, hier müssen wir uns an Tagespreise bedienen. Daher ist der vorstehend beschriebene Aufschlag auch nur bis zum 27.4.2022 gültig.

Bitte beachten Sie zudem, dass die Verfügbarkeit für das Rohmaterial schwieriger geworden ist und sich daraus eine mögliche Verlängerung der Lieferzeit ergeben könnte.

Trotz dieser erschwerten Situation hoffen wir dennoch, dass unser Angebot Ihr Interesse weckt und würden uns über Ihren Auftrag freuen.

Dear Sir or Madam,

Thank you for your enquiry. Due to the considerable increase in material and energy costs, we have to inform you that the prices for the fastening components offered by us:

- Top and bottom rails according to your drawings made of material 1.4312 / 1.4408
are $40.3 \%$ (material 1.4408) more expensive than in Nov.2021. The price increase in this case is due to approx. $63 \%$ of the increased raw material costs (alloy) and approx. $37 \%$ of the increased energy, pattern and production costs (sands, binders, abrasives, etc.).

Please note that the current prices cannot be considered stable, especially for the alloy components $\mathrm{Cr} \& \mathrm{Ni}$. We are also not able to make a forecast regarding the price development of gas and electricity, here we have to use daily prices. Therefore, the surcharge described above is only valid until 27.4.2022.

Please also note that the availability of raw material has become more difficult and this could result in a possible extension of the delivery time.

Despite this more difficult situation, we nevertheless hope that our offer will arouse your interest and would be pleased to receive your order.

Translated with www.DeepL.com/Translator (free version)

Floecksmühle Energietechnik GmbH
Bachstr. 62-64,
52066 Aachen
z. Hd. Herr Kessels

Es schreibt Innen:
Petra Jesnowski
Tel.: +49 2102 7145-114
Fax.: +49 2102 7145-100
EMail: petra_jesnowskil@zieglergroup.com

Datum: 22/April 2022

Unser Angebot von November 2022 40' Container DAD von Aachen nach Macomb County Michigan

Sehr geehrte Damen und Herren,
Ihre Anfrage für die Aktualisierung des Angebotes aus November 2021 haben wir erhalten. Aufgrund der erheblich gestiegenen Kosten für Treibstoff und Bunkerkosten müssen den Angebotspreis um 23\% erhöhen. Zu Ihrer Information, beträgt die Kostensteigerung bei Treibstoff z.Z. 20 \% und bei den Frachtraten / Bunkerkosten Preisanstieg 50 \%.

Unsere Angabe zum Preisanstieg müssen wir auf eine Gültigkeit von 4 Wochen befristen, aktuell sind keine konstanten oder gar sinkende Kosten erkennbar.

Gerne unterbreiten wir Ihnen ein aktuelles Angebot zum Zeitpunkt zum Zeitpunkt der Frachtübernahme.
Mit freundlichen Grüßen


Ziegler

Our offer of November 2022 for a 40' Container DAD form Aachen to Macomb County Michigan

Dear Sir or Madam,
We received your request to update our November 2021 quote. Due to the significant increase in fuel and bunker vessel costs, we must increase the quoted price by $23 \%$. For your information, the cost increase for fuel is currently $20 \%$ and for the freight rate/ bunker vessel costs the price has increased by $50 \%$.

We must limit our price increase to a validity of 4 weeks, currently no constant or even decreasing costs can be seen.

We would be pleased to submit you a current offer at the time of freight acceptance.
With kind regards,
ZIEGLER GmbH
*** Translated with www.DeepL.com/Translator (free version) ***

# FLOECKSMÜHLE PROPOSAL FOR 8-1/2 MILE RELIEF DRAIN DRAINAGE DISTRICT IN-SYSTEM STORAGE 

Inflatable Sewer Gate<br>Project No. WWS-2019-003

## FLEXIBLE FLOW MANAGEMENT SOLUTIONS

Floecksmühle Energietechnik GmbH
Bachstrasse 62-64, D-52066 Aachen, GERMANY

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## 1. PARTNERS

Below is a list of the partner companies involved in the design and supply of the Inflatable Sewer Gate (ISG). It should be noted however, that in the event of a contract, it would be signed between the Buyer and Floecksmühle for the engineering and the entire inflatable sewer gate materials scope of supply.

### 1.1 FLOECKSMÜHLE ENERGIETECHNIK GMBH

Floecksmühle has been designing, supplying and installing air-filled and water-filled rubber gates since 1984, using the highest-grade rubber and internationally recognised quality components, exceeding materials used elsewhere in the industry. These advantages combined with the inherent simplicity of the design and unrivalled intelligent control systems, flow controls and advanced failsafe systems; make Floecksmühle's rubber gate technology the new standard of today.

### 1.2 MÉCAN HYDRO

Mécan Hydro are Floecksmühle's representatives and installation site advisors (M2i Division) covering Rubber Dams and Inflatable Sewer Gates in North America and Canada. They have installed over 120 rubber gates to date.

Mécan Hydro were Bridgestone reps between 1994-2008 and have been Floecksmühle's representatives since Bridgestone exited the business in 2008.

### 1.3 RUBENA (FORMERLY TRELLEBORG)

Rubena are world leaders in the manufacture of engineered polymer solutions. They have been manufacturing inflatable rubber gates since 1963 and have been supplying Floecksmühle with bladders since 2011.

### 1.4 OMP ENGINEERING

OMP are aboveground and in-tunnel Rubber Dam and ISG control equipment suppliers and installation advisors. They have been Floecksmühle's partners since 2009. OMP installed all Bridgestone's Expan Gate control systems in North America and a large number of their above ground and in-tunnel Rubber Dams.

## 2. PROJECT DETAILS

### 2.1 INTRODUCTION

The ISG is to be installed in a combined sewage system at Beaconsfield (l-94), primarily for storing storm water. The pipe is unreinforced, however according to Macomb County, the pipe is reported to be in good condition given its age.

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The main purpose of the ISG is to close off the pipe and store water in a surcharged condition until the storm is over and then use the gate to throttle the return flow.

### 2.2 BEACONSFIELD (I-94)

Pipe Size/ Shape:
Maximum upstream surcharge:
Downstream Surcharge:
Required plinth/ bench:
Invert:
Size of ISG:

Ø11.5’/ Circular
2.5' above crown of pipe

0 to 2'
1.5 '

El. 559.7' - 559.83'
10.0' H x $33.0^{\prime}$ L

## 3. ISG TECHNICAL DETAILS

### 3.1 INTRODUCTION

This proposal includes engineering, manufacturing and supply of all equipment, as detailed in this offer, delivered up to DDP Beaconsfield site (Incoterms 2020).

The ISG is designed for temporary full closure. Some water leakages can be expected.
Refer to Annex 1 for in-tunnel scope

### 3.2 BLADDER MATERIAL

The Floecksmühle designed ISG bladder is produced by Rubena in the Czech Republic, formerly part of the Trelleborg Group. Rubena is a world leader in the manufacture of engineered polymer solutions. The combination of EPDM (Ethylene Propylene Diene Monomer), SBR (Styrene Butadiene Rubber) and NR (Natural Rubber) give the bladder its high resistance to the elements encountered in in-tunnel sewer environments and a long design life. The polyester reinforcement cord layers give the bladder its high tensile strength.

Bladder Manufacturer:
Bladder design:
Filling medium:
Bladder design pressure:
Bladder maximum inner pressure:
Rubber material:
Size of "upper" sheet:
Size of packaged bladder (shipping format):
Weight of packaged bladder (shipping format):

Rubena (formerly Trelleborg)
Floecksmühle (Germany)
Air
4.0 psi
4.3 psi

EPDM/SBR/NR
$5,980 \mathrm{~mm} \times 10,750 \mathrm{~mm}$ (opened out flat)
$\leq 1,100 \mathrm{~mm} \times 6,600 \mathrm{~mm}$
$\sim 2,495 \mathrm{Kg}$

For installation, membrane needs to be unrolled at site and then re-rolled lengthwise.

Total thickness "upper":

- Outer cover:
- Inner layers:
- Innermost layer:

Reinforcement fabric material:
$18 \pm 2 \mathrm{~mm}$
3 mm
12 mm
3 mm
Polyester

Minimum reinforcement fabric cord layers:
Cord breaking strength per layer:
Size of lower sheet:
Size of packaged bladder (shipping format):
Weight of packaged bladder (shipping format):

Eight (8)
$\geq 190 \mathrm{~N} / \mathrm{mm}$
$5,980 \mathrm{~mm} \times 10,750 \mathrm{~mm}$ (opened out flat)
$\leq 1,100 \mathrm{~mm} \times 6,600 \mathrm{~mm}$
$\sim 921 \mathrm{Kg}$

For installation, membrane needs to be unrolled at site and then re-rolled lengthwise.

Total thickness:
Reinforcement fabric material:
Reinforcement fabric layers:
Surcharging:
Max. WL under which ISG can be inflated:
Max. USWL sustained by ISG:
Bladder Safety Factor:
Bladder design life:
$8 \pm 2 \mathrm{~mm}$
Polyester
Two (2)
14,0' ( 3.96 m ) from base of tunnel (invert)
$7,5^{\prime}$ ( 2.29 m ) from base of tunnel (invert) $14.0^{\prime}$
$\geq 4$
25-30 years, depending on site conditions and how ISG is operated and maintained

Bladder physical properties:

| Test | Standard | Requirement |
| :--- | :--- | :--- |
| Shore-A-Hardness | DIN ISO 7619-1 | Manuf. Inform. $\pm 5$ |
| Tensile strength | $\begin{array}{l}\text { DIN 53504 } \\ \text { (sample S2) }\end{array}$ | $\geq 15 \mathrm{~N} / \mathrm{mm}^{2}$ |
| Elongation at break | $\begin{array}{l}\text { DIN 53504 } \\ \text { (sample S2) }\end{array}$ | $\geq 300 \%$ |
| Adhesion between outer rubber layer and cord | DIN EN ISO 252 |  |$] \geq 6 \mathrm{~N} / \mathrm{mm}$.

Full thickness tensile strength shall be tested in accordance with EN ISO 283 for membranes with fabric reinforcement. Full thickness tensile strength for membranes reinforced by cord fabric may be derived from the single layer tensile strength, tested in accordance with EN ISO 13934-1. Tested strength shall be sufficient to provide the required safety factor.

### 3.3 SPACER SYSTEM (air evacuation/ lay flat)

The spacer system is attached to the lower bladder sheet. Its purpose is to stop the upper rubber layer from sticking to the bottom one and forming air pockets. The standalone spacer assists in channelling the evacuating air to the supply/exhaust flange.

### 3.4 ANCHORING SYSTEM

The anchoring system proposed will ensure a complete sealing of the bladder.

- Lower plates

Plate production:
Country of origin:
Type:
Material:
Plate length:
Number of plates:

- Clamping plates

Plate production:
Country of origin:
Type:
Material:
Plate length:
Number of plates:
Factor of safety tensile strength:
Factor of safety yield strength:

Industrial foundry
Germany
H6
Stainless Steel casting
Refer to Annex 2
Refer to Annex 3

Industrial foundry
Germany
H3
Stainless Steel casting
Refer to Annex 2
Refer to Annex 3
$\geq 3$
$\geq 1.67$


Figure 1: ISG upper and lower fixing plates

- Anchor bolts, nuts and washers

Anchor bolt production:
Origin:
Type:
Material:
Bolt size and quantity:
Bolt length:
Standard industrial
Germany
Resin Anchor
Stainless steel SUS 316
$11 / 2^{\prime \prime}$ (Base anchors) $\times 48 \mathrm{pcs}$
1" (Sidewall anchors) x 108 pcs
~1'-6" (Base anchors)/ ~1'-2" (Sidewall anchors)
Refer to Annex 4
Allowable pull-out strength base anchors:
$>60,000 \mathrm{~N}$
Allowable pull-out strength sidewall anchors:
$>54,000 \mathrm{~N}$
Factor of safety tensile strength:
$\geq 3$
Factor of safety yield strength:
$\geq 2$
Core-drill depth:
Refer to Annex 4
Nut size:
See bolt size
Material:
Stainless steel SUS 316
Resin/grout for setting anchor bolts and plates not included in supplier's scope

- Washers
Washer size:
See bolt size (Standard washers)
Material:
Stainless steel SUS 316


Figure 2: ISG anchoring system

## 11. Floe.ksmühle

### 3.5 AIR SUPPLY/ EXHAUST, PRESSURE MEASURING \& DRAINAGE PIPES

The air supply/ exhaust and pressure measuring pipe scope is limited to the control room. Piping between Floecksmühle supplied equipment is not included. Condensate drainage pipes are not included in the scope.

- Pipe sizes (not included in scope)

Air supply/ exhaust pipe:
$\varnothing 4 "$
Pressure measuring pipe:
Ø 2"
Pneumatic pipes:
Pipe material:
$2 \times \varnothing 1$ "
According to tender specifications

### 3.6 FLANGES

Special air supply/exhaust, pressure measuring and condensate drainages flanges installed inside the ISG are included in the scope.

Flange production:
Origin:
Type:
Material:

Standard industrial
Germany
Floecksmühle Design
Stainless steel SUS 304

Refer to Annex 1 for full scope of flanges

### 3.7 CONDENSATE DRAINAGE SYSTEM

The condensate drainage system (drainage box) included in the scope is to be installed inside of the bed / plinth beneath the ISG. It consists of a pneumatically and a manually actuated butterfly valve to automatically evacuate the condensate accumulated inside of the bladder to the downstream side. This is a fully automated system and without the need of any operator intervention.

Drainage box body and cover:
Cover hardware:
Valves and piping inside drainage box:
Piping:

Stainless steel SUS 316
Stainless steel SUS 316
Stainless steel
Stainless steel SUS 316

### 3.8 OVER PRESSURE RELIEF VALVE

The mechanical over pressure relief valve limits the bladder inner pressure to ensure that it does not exceed the maximum allowable pressure. It provides additional protection to the bladder and is supplied to guarantee that the bladder does not suffer from any over pressure in case of a power and/ or system failure.

Manufacturer: Kunkle 337 Pressure Relief Valve
Origin: USA
Connection diameter:
2"
Design pressure:

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### 3.9 AUTOMATIC INFLATION \& DEFLATION VALVES

The automatic air supply and exhaust valves shall be as follows:

Manufacturer:
Origin:
Valve type:
Nominal diameter:

Automax
USA
B100S10/ B85D \& B100D - Butterfly
2"/3" \& 4"

### 3.10 MANUALLY OPERATED MAINTENANCE VALVES

## Manufacturer:

Origin:
Valve type:
Material:
Number of valves:
Diameter air supply/ exhaust valve:
Diameter pressure measuring valve:

Duravalve
USA
WFB6000
Brass
Three (3)
2"
1"

### 3.11 WATER LEVEL TRANSDUCER

To be supplied by others

### 3.12 PRESSURE TRANSDUCER

Manufacturer:
Model:
Origin:
Accuracy:
Measuring range:

### 3.13 BLOWERS

Number:
Manufacturer:
Model:
Type:
Origin:
Power rating:
Inflation time:
Deflation time:

Flowline
LD30-S001
USA
+/- 0.10\%
4-20 mA, 0-15 psi

Two (2)
Fuji
2VFB60-11.5-7W
Regenerative
USA
230/460VAC, 3 Phase, $60 \mathrm{~Hz}, 11.5 \mathrm{HP}$
Approx. 20-30 min.
Approx. 20-30 min.

### 3.14 VACUUM PUMP \& SOLENOID VALVE (Condensate drainage system)

A vacuum pump is included in the scope to assist with the deflation process, ensuring the removal of the last 0.5 psi , as well as helping the bladder lay flat.

## ". Floecksmühle

- Vacuum blower

Type:
Model:
Origin:
Power rating:

- Solenoid valve

Type:
Model:
Origin:
Power rating:

Vacuum blower
Fuji VFC300A-7W Compressor USA 480VAC, 3 Phase

Solenoid valve
ASCO
USA
24 VDC

### 3.15 UPS

The UPS back up system is sized to run the control panel, valves, water level measuring devices and pressure transducers for up to 2 hours. The UPS will deflate the ISG in the event of power loss and high water. Valves are also setup to fail open. So long as there is power, the valves will remain closed, unless they are being opened for water level control. In the event of power loss, the valves will automatically open and deflate the ISG.

Type:
Model:
Origin:
Power rating:
Type:
Model:
Origin:

Extreme Power
T91-1500 Online UPS
USA
1500 VA, 120:120 VAC
Extreme Power
Conversion Extended Run Battery Pack USA

### 3.16 CONTROL SYSTEM SCOPE (FULL LIST)

Refer to Annex 5 for P\&ID
Two (2) Fuji 2VFB60-11.5-7W - Regenerative Blower 11.5HP,3/60/230/460 VAC
Four (4) Fuji FS-230P-200 - Inlet Filter Silencer, 2" NPT w/ paper element
Two (2) Fuji VFC300A-7W - Ring Compressor, $0.5 \mathrm{HP}, 480 \mathrm{VAC}, 3 \mathrm{PH}, 60 \mathrm{~Hz}$
Three (3) Proco 2x6 240-AV/EE - 2" Single Spherical Expansion Joint, EPDM, ANSI 125/150\# floating flanges, drilled through holes

Two (2) U.S. Valve 09-3-3SPE - 2" Wafer Check Valve, Brass Body and Internals, EPDM Seal
One (1) Kunkle 337-2" Pressure Relief Valve with bronze disk and nozzle, set to release at 10.0psi
One (1) Fisher 289H NPT Pressure Relief Valve - 2", 1.75-7.0 psig spring range
One (1) Fisher 289H NPT Pressure Relief Valve - ${ }^{1 "}$, 1.0-4.5 psig spring range

Two (2) 4" Triac OSB-W1-0400-ESB-HE - Butterfly Valve with 316SS undercut disc, EPDM seat and handle

One (1) Gardner Denver VR5-8 Reciprocating Air Compressor with 80 gallon tank, motor starter panel, coalescing filter

Two (2) Automax B100S10 2" pneumatic actuator, fail open, spring return, w/ XNWS2RRU2MG-14 limit switch package, Pharos indicator, and ASCO EF8551A001MS solenoid (24VDC) mounted on 2" Triac OSB-W1-0200ESB-HE butterfly valve w/ EPDM body and 316SS disc and stem

Four (4) Automax B85D 3" pneumatic actuator, double acting, w/ XNWS2RRU2MG-14 limit switch package, Pharos indicator, and ASCO EF8551A001MS solenoid (24VDC) mounted on 3" Triac OSB-W1-3200ESB-HE butterfly valve w/ EPDM body and 316SS disc and stem

One (1) Automax B100D 4" pneumatic actuator, double acting, w/ XNWS2RRU2MG-14 limit switch package, Pharos indicator, and ASCO EF8551A001MS solenoid (24VDC) mounted on 4" Triac OSB-W1-0400ESB-HE butterfly valve w/ EPDM body and 316 SS disc and stem

One (1) Apollo70-608-01 2" Three Way Ball Valve, Brass, L configuration, 1.5" port
One (1) Duravalve WFB6000-2" Ball Valve, Brass, Full Port
Two (2) Duravalve WFB6000-1" Ball Valve, Brass, Full Port
Four (4) Duravalve WFB6000-1/4" Ball Valve, Brass, Full Port
One (1) Twist Claw Hose Coupling - 1" NPTM, Brass
One (1) AT Controls $88-T X-100 /$ S23S4-XX - 1" 3 piece threaded end full port ball valve in 316SS complete with Triac S2-083SR Stainless Steel Spring return fail closed actuator sized for 60 PSI supply air.

One (1) AT Controls D9-F1-0100-XX 150\# 3 piece threaded full port ball valve in 316 SS with lever handle

One (1) ASCO 8210G94 Brass Solenoid Valve, 1/2", 24VDC solenoid
One (1) ASCO EF8320G202 3-way solenoid valve, 24VDC, 1/4" NPT in stainless Steel
One (1) Flowline LD30-S001 Pressure Transmitter, 0-15psi, 1/4" NPT, 9' Cable, 4-20mA
One (1) Ascroft $21 / 2 "$ Low Pressure Diaphragm Gauge, Series 1490, 1/4in. NPT lower connection, $0-5 \mathrm{psi}$

One (1) Ascroft $21 / 2$ " Low Pressure Diaphragm Gauge, Series 1490, 1/4in. NPT lower connection, 0-15 psi

Three (3) Dungs GAO-A4-4-8 Pressure Switch
One (1) Extreme Power T91-1500 Online UPS, 1500VA, 120:120 VAC

## (1) Hoecksmünle

One (1) Extreme Power T91-BP36A Conversion Extended Run Battery Pack
One (1) Custom IS Gate Control Panel - Fabricate System 6 control panel w/ Allen Bradley CompactLogix PLC and PanelViewPlus HMI as per drawing set \#XXXX. UL certified.

One (1) Engineering Services and CAD, except commissioning
Refer to Annex 6 for the control room layout drawing

### 3.17 OTHERS

A comprehensive Installation and Operation \& Maintenance manual shall be supplied in English.

## 4. DOCUMENTATION

Documentation to be provided in the event of an order:

- Inflatable sewer gate general assembly drawings with main dimensions and illustrations of all technical equipment forming part of the scope. The installation drawings will be prepared according to the tender specification drawings. The scope does not include taking on-site measurements.
- Assembly drawings representing all system pipelines.
- Production and assembly quality and acceptance protocols.
- Installation drawings
- Fixing system load details
- Detailed operation and maintenance manual


## 5. INSTALLATION, OPERATION \& MAINTENANCE

### 5.1 INSTALLATION WORKS

The installation of the ISG is not included in the Supplier's equipment scope and should be carried out by experienced technicians.

### 5.2 INSTALLATION ADVISORY SERVICES

It is estimated that our partners, Mécan Hydro (M2i Division), shall be required on site for approximately twenty-five (25) man days of installation advisory services, which are not included in the scope. Installation advisory services consider the pre-installation meeting and providing advice during the gate installation, including the bladder. Refer to Annex 7 for M2i's rates.

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It is estimated that our partners, OMP Engineering, shall be required on site for approximately five (5) man days of installation advisory services, which are not included in the scope. Control equipment installation advisory services consider the control panel, electro-mechanical equipment, commissioning, operator training, inspection of the complete gate system and functional testing. Refer to Annex 7 for OMP's rates.

Additional support provided by Floecksmühle that is not included in the scope shall be charged as per their standard rates detailed in Annex 7.

Note that the installation site advisor provides advice on the best practices and installation techniques but does not physically carry out the work himself.

The Buyer shall give written notification 6 weeks in advance of when the installation advisory services are required on site and confirm that any building work is far enough advanced to permit the installation to begin at the appointed time.

### 5.3 ADDITIONAL INSTALLATION ADVISORY SERVICES

Any services rendered and additional site visits required as and above those described in the scope of this proposal, which have been requested by the buyer or that become necessary due to deviations from the agreed technical conditions, shall be charged according to the supplier's enclosed rates.

## Refer to Annex 7

The construction must be ready for the assembly work to commence when the installation advisors arrive at site. Waiting times that are not the fault of the supplier shall be invoiced according to the rates in Annex 7.

A responsible site manager must request overtime exceeding the $10^{\text {th }}$ daily work hour, as well as work on Saturdays, Sundays and Public Holidays, if deemed necessary. Overtime in this context will be charged separately.

## 6. PENDING

If successfully awarded the contract, the following points need to be clarified by the General Contractor prior to moving to the next stage:

- Provide details of the job schedule.


## 7. COMMERCIAL

Note that this entire offer and all its attachments are private and confidential. It is not permitted to copy, transfer or to transmit any parts of the offer without the explicit permission of the Seller in writing.

## 11.$)$ Floe.ksmühle

### 7.1 BASE PRICE

The base offer price is on engineering and supply only basis of one (1) fully equipped ISG, as described in this offer, delivered up to DDP Beaconsfield site (Incoterms 2020). Unloading at site not included.

IS Gate 10.0' H x 33.0' L: US\$ 898,000.00

### 7.2 PAYMENT SCHEDULE

Payment tranches shall be as follows:

- 10\% down payment upon signing of order
- $20 \%$ upon delivery of preliminary engineering drawings
- $20 \%$ upon presentation of embedded items shipping documents
- $30 \%$ upon presentation of rubber bladder and ancillary items shipping documents
- $10 \%$ upon presentation of CMR of control equipment delivery
- $10 \%$ upon presentation of commissioning protocol/ certificate but no later than thee (3) months after receipt of final shipment.

All bank transfer fees, if any, shall be for the account of the Buyer.

### 7.3 PAYMENT TERMS

Payment is to be affected by telegraphic transfer up to 30 days following receipt of invoice, without any discount.

### 7.4 OFFER VALIDITY

Our offer is calculated on a current cost basis, excluding VAT, and is valid for orders placed by $31 / 01 / 2022$ and complete Equipment latest delivery date by $1 / 10 / 2022$. It will be necessary to request an extension and to negotiate new pricing and delivery terms for orders placed after the "order place by date".

### 7.5 DELIVERY TERMS

DDP Macomb County Beaconsfield Site, MI (USA) (Incoterms 2020)

### 7.6 DELIVERY \& INSTALLATION SCHEDULE

The delivery time depends on the order signing date, what is in production at time of order and upon clarification of all outstanding technical issues, receipt of works schedule and final drawing approval.

### 7.6.1 DELIVERY

Following Buyer's notification to Seller to proceed with the construction

## $11 .{ }^{1}$ loecksmühle

- 2 weeks for signing of purchase order.
- 6 months for the complete system production time (following placement of order). This includes engineering, rubber bladder, fixings and controls.
- 1 month for shipping time
- 1-2 weeks customs clearance and delivery to site (inland transportation)


### 7.6.2 INSTALLATION

The ISG installation time depends on the site conditions and the general contractor's experience at site.

4-5 weeks for in-tunnel works: marking, core drilling and placement of anchoring system, placement of air supply/ exhaust, pressure measuring and condensate drainage piping (excluding cut-outs), installation of condensate drainage system, placement of lower bladder sheet, placement of air evacuation spacer system, placement of upper bladder sheet, clamping of bladder and tightness tests. Note that the estimated time for this phase includes the construction of the bench.

1 week for installation of control equipment in the control building or vault.
1week for OMP controls verification, start-up and complete system commissioning.
A total of 6-8 weeks is estimated for the entire installation of the ISG, if all goes well.
Schedule terms:

- A binding delivery and installation schedule is to be drawn up in consultation with the supplier.
- Waiting times may occur in the event that a schedule or times have not been arranged prior in consultation with the supplier.
- The buyer's appointed site manager or his deputy must always make appointments in writing.
- In case of overlapping deadlines with different construction sites, the deadline that has been fixed the longest and confirmed by the supplier shall be met.


### 7.7 TRANSFER OF RISK

The transfer of risk occurs when "Equipment" is ready to be unloaded at "Site".

### 7.8 TRANSFER OF OWNERSHIP

The transfer of ownership to the client takes place exclusively upon receipt of full payment for the goods and services covered by this offer, including all additional orders and supplements.

## M. Floecksmühle

### 7.9 RETENTION OF TITLE

The extended reservation of title according to the general terms of delivery for products and services relating to the electrical industry shall apply.

### 7.10 COPYRIGHT

This entire offer and all enclosed documents are protected by copyright, according to DIN 34. The passing on, in part or in full, and the reproduction of these documents, and the exploitation and communication of their contents are strictly prohibited unless expressly permitted by the supplier. Compensation will be due for not abiding by these terms. All rights are reserved in the event of patent and utility model and trademark registration. The use of these documents is limited exclusively to the offered project. In the case of other projects, the supplier will be pleased to prepare the corresponding documents.

### 7.11 CHANGES TO SCOPE

In the event that the buyer wishes to make changes to the constructional or mechanical scope, resulting in the contracting of additional services and/or materials, these costs shall be invoiced separately. Such requests for change of order can only be made with the express agreement of the supplier in writing.

The supplier, Floecksmühle, has priced these works based on receiving a purchase order and a signed contract with no additional Conditions of Contract (no Z Clauses). Should additional Conditions of Contract be required, the supplier's price will be subject to change.

### 7.12 WARRANTY GENERAL TERMS

The Supplier offers a warranty of twenty-four (24) months from the date of commissioning or twentyseven (27) months from the date of shipment, namely the date of the Contract for the International Carriage of Goods by sea (BOL), whichever occurs sooner.

The Warranty covers the equipment by the supplier only and no other items. The Warranty is valid providing the ISG is and remains fully deflated during a high water and/ or flooding events exceeding the before mentioned limits and no modifications are made to the system without the prior consent of the Supplier.

Deliberate damage, extraordinary loads and operating errors are not covered by the limited warranty.
Had any problems arise during the warranty period in connection with the in-tunnel equipment supplied, the supply and placing of the stop logs and the water diversion, as well as any lifting equipment, if required, shall be arranged by and for the account of the Buyer.

The warranty begins on the day of commissioning but no later than one month after receipt of the final delivery if commissioning is not carried out for reasons for which the supplier is not responsible.

Refer to Annex 8 for the Floecksmühle Standard Letter

## $11 .{ }^{2}$ Fleaksmünle

### 7.13 FORCE MAJEURE

If, due to causes of force majeure which arise during the industrial manufacture, transport, construction, assembly and operational and performance testing of the equipment, the Buyer or the Seller is unable to fulfil the contractual obligations, he shall be temporarily exonerated from responsibility once the cause indicated has been proven; when the cause has disappeared, the responsibilities under the Contract will be re-established as effective.

Causes of force majeure shall be considered to be all unforeseeable, uncontrollable events which are independent of the will of the parties, such as, but without this list being limitative: governmental acts, wars, revolutions, terrorist acts, insurrections, vandalism, military mobilization, atomic explosions and similar, earthquakes, volcanic eruptions, storms in general, manifestations of nature of a destructive order, strikes, lockouts, blackouts, pandemics, epidemics, including those events similar to those listed which are outside the control of both, the Buyer and the Seller as appropriate.

### 7.14 COVID-19

The supplier, Floecksmühle Energietechnik, has no other choice than to accept the position of its suppliers concerning the COVID-19 virus, which is that Floecksmühle cannot be held responsible and will not be liable for any damage or loss due to a shortcoming in the fulfillment of its obligations if the shortcoming is connected to COVID-19 related circumstances. Exceeding the delivery time and / or execution period does not in any way entitle the client to terminate the agreement.

### 7.15 INCIDENTALS

The Seller, its subcontractors and/ or affiliates do not accept liability for any consequential/ incidental damages or losses in connection with this offer or in the event of a future contract.

### 7.16 APPLICABLE LAW

The general conditions for supply and installation of plant machinery in EU are applicable (LMW 188A, 188B UN Economic Commission).

## 8. ONSITE SERVICES

These services are not included in the supplier's scope of delivery and are therefore to be provided by the buyer:

### 8.1 ORGANIZATION AND COORDINATION

- The Buyer will appoint a supervisor who will be responsible for the entire works and will be the spokesperson for the Seller's engineers. He will be responsible for coordinating the works of both parties and for resolving any issues during the installation process. The supervisor will also be responsible for commissioning, staff training, technical and final approval, safety and all procedures necessary for carrying out the works.


## . Floecksmühle

- All site construction drawings associated with the ISG and of the general site layout, such as but not limited to the tunnel construction, dimensions of the sidewalls, piping system and of the control house etc., are to be presented to the Seller as early as possible in AutoCAD .dwg or .dxf format for the Seller to study prior to starting with the ISG system design work.
- Once the ISG drawings have been submitted, they shall be checked and approved by the Buyer before starting with the manufacturing of the ISG bladder.


### 8.2 CIVIL WORKS \& BLADDER INSTALLATION

The Seller will not be responsible for any civil works or for the bladder installation. However, as M2i (Mécan Hydro) will be involved in the installation on an advisory level, the Buyer is responsible for but not limited to the following:

- Preparation of the site, ensuring that it is safe for the installation of the ISG bladder.
- The tunnel in which the ISG is to be installed should have a smooth finish. It might be necessary to smoothen some areas or to carry out minor repair work, if deemed necessary.
- Cleaning and repairing the tunnel surfaces as per Seller's recommendations, if any, for installation of the ISG bladder.
- Static calculations and analysis, civil works drawings and any other civil works, if any.
- A complete work's schedule, taking into account the Seller's delivery times and the availability of the M2i installation site advisor to go to site. The Seller should be kept up to date of any changes.


## 9. INSTALLATION EQUIPMENT

- All means necessary for carrying out the installation will be provided by the Buyer, such as but not limited to personnel work teams, cranes and the rest of the heavy equipment. This includes standard work tools and those necessary for the installation, as well as the materials for any repair work to the tunnel and necessary construction work etc.
- It will be the Buyer's responsibility to make available the necessary cranes and equipment for raising and manoeuvring the bladder for installation, including the unrolling bar, slings, chains and clamps etc. and equipment for moving the other ancillary components to their installation location.


## 10. SAFETY

The Buyer shall be responsible for but not limited to the following safety considerations:

- Installing safety barriers, alarms and safety warning signs for civilians etc., such as required by state or federal laws.
- Installing safety structures and equipment necessary for protecting any persons that might be on the upstream and downstream sides of the tunnel during installation works.


## Hoecksmühle

- The Buyer should confirm their conformity to operate the ISG and to assure the Seller that they are in full compliance with state and federal laws, confirmed by the issuance of an approval certificate to be issued by the authorities prior to commissioning.


## 11. TRANSPORTATION, STORAGE \& EQUIPMENT

The Buyer shall be responsible for but not limited to the following transportation, storage and equipment considerations:

- Organize a secure warehouse or a suitable location to house the Seller's equipment, ensuring that it is kept safe and dry until installed at site.
- Making available any lifting equipment, including beams and slings to fit and manoeuvre the bladder and other component parts at the work site.


## 12. ANNEXES

- Annex 1: In-tunnel scope
- Annex 2: Plate dimensions
- Annex 3: Number of Plates
- Annex 4: Anchor core drill depth
- Annex 5: P\&ID
- Annex 6: Control room layout drawing
- Annex 7: Daily and hourly rates
- Annex 8: Floecksmühle Standard Warranty Letter

ANNEX 1 - IN-TUNNEL SCOPE


ANNEX 2 - PLATE DIMENSIONS


ANNEX 3 - NUMBER OF PLATES


## ANNEX 4 - ANCHOR CORE-DRILL DEPTH



ANNEX 5 - PIPING \& INSTRUMENTATION DIAGRAM


## ANNEX 6 - CONTROL ROOM LAYOUT



## ANNEX 7 - DAILY AND HOURLY RATES

## Floecksmühle

Hourly rates and unit prices 2021
Floecksmühle Energietechnik GmbH

| Engineer | $98,97 €$ |
| :--- | ---: |
| Advisor | $98,97 €$ |
| Electrician | $87,96 €$ |
| Production | $64,98 €$ |
| Phone calls | At cost |
| Drawings | $10,00 € /$ pcs |
| Copies | $0,13 € /$ pcs |
| Color copies / Prints | $1,10 € / \mathrm{pcs}$ |

Regular working times:
$38.0 \mathrm{~h} /$ week $-8.0 \mathrm{~h} /$ day
$25 \%$ surcharge for the 9th and 10th working hour
$50 \%$ surcharge for each additional working hour and on Sundays and holidays
100 \% surcharge for night work and on sundays and public holidays
Expenses

| Company car | $0,51 € / \mathrm{km}$ |
| :--- | ---: |
| Company truck | $0,80 € / \mathrm{km}$ |
| Daily expenses with overnight stay | $51,00 €$ |
| Accommodation costs | At cost |

Assembly preparation and travel times will be charged at the above rates.
Incidental costs will be invoiced according to expenditure. All prices are subject to the statutory valueadded tax applicable at the time of the final invoice. This information is valid until 30.12.2021.
Thereafter, we reserve the right to increase the rates in accordance with the development of standard wages and other costs.

## OMP RATE LIST

Daily rate - travel
On site days
Travel expenses (hotel, rental car and subsistence)
Return flight
\$480/ day
\$960/ day
at cost plus 15\%
at cost plus $15 \%$

## M2i RATE LIST

RATE LIST US\$ - 2022

The current rates for work on site, after sale services or maintenance services are as follows:

- Office Work

| DESCRIPTION | TIME | RATES |
| :--- | :---: | :--- |
| Intern | Regular <br> Overtime (1.5X) | $\$ 78.00 / \mathrm{hr}$ <br> $\$ 101.40 / \mathrm{hr}$ |
| Buyer | Regular <br> Overtime (1.5X) | $\$ 104.40 / \mathrm{hr}$ <br> $\$ 135.60 / \mathrm{hr}$ |
| Concept Engineer | Regular <br> Overtime (1.5X) | $\$ 189.00 / \mathrm{hr}$ <br> $\$ 246,00 / \mathrm{hr}$ |
| Project Engineer | Regular <br> Overtime (1.5X) | $\$ 220.20 / \mathrm{hr}$ <br> $\$ 286.80 / \mathrm{hr}$ |
| Project Manager | Regular <br> Overtime (1.5X) | $\$ 137.40 / \mathrm{hr}$ <br> $\$ 178.20 / \mathrm{hr}$ |

## - Site Work

| DESCRIPTION | TIME | RATES |
| :--- | :---: | :--- |
| Foreman | Regular <br> Overtime $(2 \mathrm{x})$ | $\$ 120,60 / \mathrm{hr}$ <br> $\$ 217.20 / \mathrm{hr}$ |
| Millwrights/ Iron Workers/ Welders | Regular <br> Overtime $(2 \mathrm{x})$ | $\$ 99.60 / \mathrm{hr}$ <br> $\$ 174.00 / \mathrm{hr}$ |
| Supervisor/ Service Technician | Regular <br> Overtime $(1.5 \mathrm{x})$ | $\$ 128.40 / \mathrm{hr}$ <br> $\$ 180,00 / \mathrm{hr}$ |
| Technician Quality Control | Regular <br> Overtime $(1.5 \mathrm{x})$ | $\$ 138.60 / \mathrm{hr}$ <br> $\$ 194.40 / \mathrm{hr}$ |
| Site Manager | Regular <br> Overtime $(1.5 \mathrm{x})$ | $\$ 153.60 / \mathrm{hr}$ <br> $\$ 214.80 / \mathrm{hr}$ |

- Rates definition for office work
- Regular: From Monday to Friday on an 8 hours/day basis.
- Overtime: All hours above 8 hours/day from Monday to Friday, Saturday and Sunday all day. All Civic Holidays such as Christmas, New Year's Day, Easter, St-Jean Baptist, Confederation, Labour Day as well as emergency service calls out of Regular Time.
- Rate definition for site work
- Regular: From Monday to Friday on an 8 hours/day basis or Monday to Thursday on an 10 hours/day basis.
- Travel: Traveling is always charged in regular time but is still part of the calculation for the total worked time throughout that day.
- Overtime: All hours above 8/10 hours/day from Monday to Thursday, Friday, Saturday and Sunday all day. All Civic Holidays such as Christmas, New Year's


## Hoecksmunle

Day, Easter, St- Jean Baptist, Confederation, Labour Day as well as emergency service calls out of Regular Time.

- Expenses
- Mileage: $\$ 0.54 / \mathrm{mi}$ for Company car/ Minivan
- Mileage: $\$ 0.64 / \mathrm{mi}$ for Company truck
- Mileage: $\$ 0.18 / \mathrm{mi}$ for Tool trailer
- Meals per diem: \$78 / day
- Transport (air tickets, rental car, etc.), Living expenses, consumables and other expenses: At Cost $+15 \%$ on presentation of supporting documents.
- Conditions
- Services will be invoiced on a weekly basis and payable net 30 days.

Tools \& Equipment on site

| DESCRIPTION | RATES |
| :--- | :--- |
| Pick up | $127.20 \$ /$ Day |
| Minivan | $96 \$ /$ Day |
| Tool Container/ Service truck <br> (incl. bobcat 225 gas welding machine) | $174 \$ /$ Day |
| Tool trailer | $127.20 \$ /$ Day |
| Greenly (job box) with tools | $60 \$ /$ Day |

## ANNEX 8 - FLOECKSMÜHLE STANDARD WARRANTY LETTER

Floecksmühle Energietechnik GmbH, hereinafter called "Supplier", warrants the Inflatable Sewer Gate (ISG), hereinafter called "Component Parts", supplied to XXXXXXXX, hereinafter called "Purchaser", as described in Contract no. XXXX-XXXX and under the following conditions:

## 1. SCOPE OF WARRANTY

This Warranty shall be limited to the Components Parts supplied by the Supplier.
a. ISG Bladder(s)
b. Spacer system
c. Fixing system
c. Control equipment

This Warranty covers defects in materials and workmanship only.
This Warranty shall not cover any installation work or other work pertinent to the said Component Parts and shall not to be applied to any other goods or materials.

## 2. CONDITIONS OF WARRANTY

This Warranty is in effect only as long as the Component Parts are stored, handled, installed/ assembled, operated and maintained under the conditions described in Contract no. XXXX-XXXX, installation, operation and maintenance manuals, and as shown in the Supplier's drawings. The following additional conditions apply to this Warranty:
a. That the Supplier shall be notified in writing within thirty (30) days of the date of completion of installation of the Component Parts.
b. That the Supplier shall be given a reasonable period to inspect said defective or failed Component Parts.
c. That any claim under this Warranty shall be lodged with the Supplier within thirty (30) days after discovery of any defect or failure. The Purchaser must describe the discovery of any defect or failure in detail. Additional information in connection with the ISG, the control system, the weather and the hydraulic conditions at/ near to the tunnel and the weir, prior to, during and after the detection of the claim, can be requested by the Supplier, including but not limited to photographs and sketches.

## 3. WARRANTY PERIOD

The Components Parts are warranted for twenty-four (24) months from the date of commissioning or twenty-seven (27) months from the date of shipment, namely the date of the Contract for the International Carriage of Goods by Sea (BOL), whichever occurs sooner.

## 4. MANUFACTURER'S LIMITATION OF LIABILITY

The Supplier is liable only for repair or replacement, at its discretion, of the Component Parts described above. The Supplier's aggregate liability shall be limited to the amount of the Component Parts actually shipped by it, calculated on the contracted INCOTERMS 2020 basis and shall exclude any incidental or consequential damages or losses.

## Nloecksmühle

## 5. EXEMPTIONS

In addition to those limitations specified above, the Supplier is free from liability in the following cases:
a. Damage to Component Parts resulting from incorrect installation and/ or operation by Purchaser and End User.
b. Damage resulting from Force Majeure.
c. Change in appearance of the product, which does not affect its performance. This includes but is not limited to discoloration or corrosion of steel parts.
d. Damage to Component Parts resulting from modification by the Purchaser or other Party.
e. Damage to Component Parts caused by any third party.
f. Damage to Component Parts caused by water borne debris.
g. Damage to Component Parts caused by lightning and over voltage.

## 6. EXTENSION/ PROLONGATION OF WARRANTY

If the Purchaser requests an extension/ prolongation of the standard two (2) year warranty, and it is agreed by the Supplier and is specified in the Contract; any valid claim made under the Warranty will be granted on the basis that the utilization of the damaged Component Parts are charged for their time in service.

Value of time in service $=$ value of repairing $x$ (time in service/ design life)
In the case of a Warranty claim, the Purchaser will be responsible for the cost of the "value of time in service".

The Warranty is deemed to have been made in Aachen and shall apply and be construed in accordance with German Law.

Floecksmühle Energietechnik GmbH
Bachstrasse 62-64, D-52066 Aachen, GERMANY
Managing Director: Norbert Kessels
Registered Office: Aachen HRB 4726
Tax Id. No. DE 811414684
Tel. $\quad+492419498620$
Fax: +49 2419498612
E-Mail: et@floecksmuehle.com
URL: www.floecksmuehle.com

June 30, 2022
Mr. Zachary Zechmeister
Weiss Construction Co. LLC
Novi, MI 48375

## Re: Formal Notice of Claim, Floecksmuhle Cost Increase Letter from Weiss Construction, May 16, 2022, Response.

Dear Mr. Zechmeister:
As you've been made aware via email, the Owner has decided to bear the entire added cost from Floecksmuhle of $\$ 123,500.00$. Note that the Owner does not feel it is their responsibility to provide added compensation for this work. It is clear based on our research and the communication provided by Weiss and between Weiss and Floecksmuhle that Weiss did not meet the January 31, 2022 deadline to provide a signed Contract with Floecksmuhle. This single error is the cause of the escalated cost and should be borne by the Contractor. Nevertheless, the Owner wishes to demonstrate good faith effort, maintain a good working relationship with Weiss, and move forward.

Please understand that this is a one-time exception and does not set a precedent, nor does it negate the Owner's rights under the Contract nor sever any part of the agreement. The cost of any other errors on the Contractor's part that may be discovered as the project progresses will be borne by the Contractor.

As previously requested by the Owner, please prepare a single Request for Change that includes all changes, such as the smaller site modifications, DTE costs, and this cost, for presentation to the board.

We consider this Claim to be closed.
Sincerely,


Timothy W. Ard, Construction Manager, Tetra Tech

copy: Vincent Astorino, MCPWO<br>Steven Wanger, MCPWO<br>Steve Rozycki, MCPWO<br>Jeremy Jarinski, MCPWO<br>Joe Mulville, Weiss Construction<br>Brian Rubel, Tetra Tech<br>David Weiss, Tetra Tech

WEISS CONSTRUCTION CO. LLC
41001 Grand River Ave.
Novi, MI 48375
Thursday, August 25, 2022
(313) 567-4500

Mr. Timothy Ard
Construction Manager
Tetra Tech
710 Avis Drive, Suite 100
Ann Arbor, MI 48108
Via- Electronic Delivery (Email)

## RE: Tetra Tech 200-16347-19001: Macomb WWS-2021-006; Weiss WC22-01

Subject: PR-C - Gaukler Site Modifications

Dear Mr. Ard-

Please find the attached quote for Weiss CE-08 in response to PR-C (Gaukler site modifications). We note this includes a revised credit from the carbon cannister supplier (ECS) beyond their first offer of \$12,500.

Please review and let us know any concerns. There are no schedule impacts associated with this change as the Gaukler site is not on the critical path and this change was noted early.

Sincerely,

CE 08 - Gaulker PR-C - Delete Carbon Can., Slab Mods, Process Changes, Site Changes

$\qquad$

$a v e$ \$

| Description | Qty | Unit | Lab Unit | Labor Total |  | Mat Unit | Material |  | Equip Unit | Equipment |  | Subcontractor |  | Sales Tax |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Totals Pre OHP - ADDS ONLY |  |  |  | \$ | 3,289.20 |  | \$ | 14,711.41 |  | \$ | - | \$ | - |  |  |
| OHP Calculations - ADDS ONLY |  |  |  |  | 15\% |  |  | 15\% |  |  | 15\% |  | 5\% |  | 15\% |
| OHP - ADDS ONLY |  |  |  | \$ | 493.38 |  | \$ | 2,206.71 |  | \$ | - | \$ | - | \$ | - |
| Total Including - ADDS ONLY |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Grand Total - ADDS ONLY |  |  |  | \$ | 3,782.58 |  | \$ | 16,918.12 |  | \$ | - | \$ | - | \$ | - |
| Quote Grand Total ADDS ONLY |  |  |  | \$ | 20,700.70 |  |  |  |  |  |  |  |  |  |  |



# 8 ½ Mile Relief Drain Drainage District In-System Storage <br> Scope of Supply 

Macomb County Public Works

ECS Project \#: 6113
Date: August 9, 2022

ECS Municipal
2201 Taylors Valley Road
Belton, Texas 76513

Office (254) 933-2270
Fax (254) 933-2212

## I. EQUIPMENT REMOVED FROM THIS DEDUCTIVE CHANGE ORDER

- Gaukler odor control unit
- Deduct from contract - $\$ 18,500$
- Terms of payment per original contract


## Change Order Description:

DEDUCT - GAULKLER SLAB

| Description | Type | Quantity | Unit Price |
| :--- | :--- | :--- | :--- |
| Rebar Grade 60 Black | Deduct | -1 LS | $\$ 675.00$ |
| CHANGE DESCRIPTION:DEDUCT - GAULKLER SLAB |  |  |  |
| AUTHORIZED BY: ZACHARY ZECHMEISTER |  |  |  |
| DESIGN DRAWINGS AFFECTED: $\quad 35-S-101$ DATED: $7 / 22 / 22$ |  |  |  |
| HARRIS DRAWINGS AFFECTED: R09 DATED: 08-02-2022 |  |  |  |
| ADDITIONAL REGULAR DETAILING HOURS: 3 |  |  |  |
| Revisions to Gaulker Slab, after several changes Net Deduct .4 Ton |  |  |  |

Total:
\$-675.00
Deletion To Contract
Tax: Michigan -Extra

Issued By: Jason Barnstable
Accepted By: Name: $\qquad$
$\qquad$
(Signature)
Date: $\qquad$

Bid Proposal for Import Weiss 8.5 Mile ISS Updated Bid



| In-System Storage Process Piping Changes |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Qtv | Size | Materials |  | Labor Ea | Lbr Total Matl Ea | Matl Total Mat'I Source |  |  |
|  |  |  |  |  |  |  | Hours to credit |
| 1.0 | 1 ft | 24" flanged DI Spool piece |  |  | 12.10 | 12.1 | \$2,487.10 | DELETE | 12.1 |
| 1.0 | $24 "$ | Flanged DI 90 elbow |  | 14.86 | 14.9 | \$2,823.34 | delete | 14.9 |
| 1.0 | 24 " | Flanged DI TEE |  | 19.49 | 19.5 | \$2,104.67 | DELETE | 19.5 |
| 1.0 | 24"x10" | flanged reducing tee di 24 "x10" |  | 17.09 | 17.1 | \$3,103.66 | DELETE | 17.1 |
|  |  |  |  |  |  |  | DELETE |  |
| 21.0 | 10" | PVC SCH 80 pipe |  | 0.33 | 6.9 | \$200.00 | DELETE | 6.9 |
| 2.0 | 10" | PVC \#150 flange SW |  | 3.98 | 8.0 | \$141.48 | DELETE | 8.0 |
| 1.0 | 10" | PVC SCH 8045 elbow |  | 4.16 | 4.2 | \$125.00 | DELETE | 4.2 |
| 1.0 | 10" | PVC SCH 90 elbow SW |  | 4.26 | 4.3 | \$125.00 | DELETE | 4.3 |
|  |  |  |  |  | 0.0 |  |  |  |
| 1.0 | ea | set canister |  | 32.00 | 32.0 |  | Delete | 32.0 |
| 1.0 | ea | fill canister |  | 32.00 | 32.0 |  | Delete | 32.0 |
|  |  | SS pipe support |  |  | 0.0 |  | CREDIT HOURS | 150.9 |
| 1.0 | ea |  |  | 14.00 | 14.0 |  | CREDIT - MODIFY |  |
|  |  |  |  |  | Mat Tot | \$11,110.25 |  |  |

Public Works Constructors, LLC
48485 485 $^{\text {th }}$ Ave.
Ashton, NE 68817
(P): (308) 738-2241
(F): (308) 738-2243

E-Mail: zdouthit@pwc-llc.com
CR\#:02 - Pipe Stand Change
Project Name: 8-1/2 Mile Relief Drain Drainage District - In - System Storage
PWC Job No.: WC22-01-PO-19
Customer: Weiss Construction Company, LLC
Owner: 8-1/2 Mile Relief Drain Drainage District; Macomb County Public Works Commission
Engineer: Tetra Tech of Michigan
Drawings: Rev. 05 00-D-002, Rev. 04 35-C-103, Rev. 04 35-C-104, Rev. 04 35-D-101, Rev. 05
35-S-101, \& Rev. 05 35-S-103
Specifications: 051200 - Structural Steel
Quote Date: 08/15/2022

Description of CR: This quote includes detailing, fabrication, and (1) delivery to the jobsite of the following Miscellaneous Metals items:

Add:

- (1 EA) Galvanized revised Vent Pipe Support, field welded by others, consisting of the following:

○ (4 EA) HSS6x6x5/16x6'-2", approximant, HDG posts W/ PL1/4x7 1/2x0'-7 $1 / 2 "$ cap plate, shop welded, PL1/4x11x0'-11", base plate, shop welded, (16 EA) AB3/4x0'-8", HDG Anchor Rods, F1554, Grade 55, Weldable, (32 EA) NU $3 / 4$ DIA, HDG, A563 Heavy Hex Nuts includes leveling nuts for posts, (16 EA) $3 / 4$ DIA, HDG, F436 Hard Flat Washers, (3 EA) Injectable Mortar Hilti HY 200-R V3 330/1/WH Epoxy, and (1 EA) Round Brush HIT-RB 3¹4 hole cleaning brush.
○ (4 EA) HSS6x6x5/16x4'-4 ½", approximant, HDG struts.
Subtotal Tax 7\%
$\mathbf{\$ 1 3 , 0 1 5 . 7 2} \quad \$ 911.10$

## Deduct:

- (1 EA) 10" RSJK \# U9210 Adjustable Stainless Steel, SS304, Pipe Saddle Support W/ C/L = 8'-9" Ref. A/35-D-101, \& 90-D-500 Gaulker.

Subtotal Tax 7\%
(\$1,089.17) (\$76.24)

Furnish Only: \$11,926.55
Sales Tax 7\%: $\quad \$ 834.86$
Total: \$12,761.41

## Exceptions:

- The HSS6x6x5/16 is being quoted instead of the HSS5 $1 / 2 \times 51 / 2 \times 5 / 16$ due to material availability.


## Exclusions:

- Erection.
- Engineering/Design Calculations.
- Shop painting over galvanized members.
- Any item or service not listed on quotation.

Zane R. Douthit




# Adjustable Pipe Saddle Support w／U－Bolt 

The U9210 is a full circle saddle clamps support with u －bolt． This clamp is designed to fit ductile iron pipe but will pull down tight and work on standard iron pipe．

Comes complete with base plate．
Available in sizes $2^{\prime}$ through 36 ＂．

## MATERIAL

Saddle and U－Bolt．ASTM A36 Carbon Steel
Collar／Base Cup：ASTM A53 D．O．M．Tubing
Threaded Stud ASTM A36 Rolled Thread Grade ASTM A307

Base Plate：$\quad$ ASTM A36 Sheet Steel－1／4＂Plate


Finishes／Material Plain，HDG，304SS \＆316SS
Special fabrication is available to meet your requirements．

| Support Size | Pipe O．D． | Strap Size | Threaded Stud | Base Plate | Extension Pipe Required | Minimum Distance to Floor |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2＂ | 2．50＂ | $3 / 8^{\prime \prime} \times 2$＇ | $1{ }^{\prime \prime} \times 6$＂ | 4＂x6＂x1／4＂ | 2＂Sch． 40 | $7{ }^{\prime \prime}$ |
| 21／2＂ | 3．00＂ | $3 / 8{ }^{\prime \prime} \times 2$＂ | 1＂$\times 6$＂ | 4＂x6＂x1／4＂ | 2＂Sch． 40 | $7{ }^{\prime}$ |
| 3＂ | 3．96＂ | $3 / 8 " \times 2$＂ | 1＂$\times 6$＂ | 4＂x6＂x1／4＂ | 2＂Sch． 40 | $7{ }^{\prime \prime}$ |
| 4＂ | 4．80＂ | $1 / 2^{\prime \prime} \times 2$＂ | 1＂$\times 6$＂ | 8＂x8＂x1／4＂ | 2＂Sch． 40 | 7＂ |
| 6＂ | 6．90＂ | 1／2＂$\times 2$＂ | $1{ }^{\prime \prime} \times 6$＂ | 8＂x8＂x1／4＂ | 2＂Sch． 40 | $7{ }^{\prime \prime}$ |
| $\xrightarrow{\text { ¢ }}$ ¢ | $\bigcirc 9.08^{17}$ | $1 / 2^{1 \prime} \times 2^{4}$ | バメ6゙ | $8^{17} \times 8^{\prime \prime} \times 1 / 4^{17}$ | $2^{11} 5 \mathrm{ch} .40$ | ヘ7ヶ |
| 10＂ | 11．10＂ | 1／2＂$\times 2$＂ | 1＂$\times 6$＂ | 8＂x8＂x1／4＂ | 2＂Sch． 40 | $7{ }^{\prime}$ |
| 人201 | 13.20 ＂ | $1 / 2 \times \times 2$＂1 | ハイ゙x5゙入1 | 入 $81 \times 81 \times 1 / 4 \times$ | 2＊Sch 240 | 入ざ入入 |
| 14＂ | 15．30＂ | 5／8＂$\times 3$＂ | 11／2＂x 6＂ | 8＂x8＂x1／2＂ | 3＂Sch． 40 | 91／2＂ |

Deduct：CR\＃02－Pipe Stand Change：
（1 EA）10＂RSJK \＃U9210 Adjustable Stainless Steel，SS304，
Pipe Saddle Support W／C／L＝8＇－9＂
Zane R．Douthit，PWC，Project Engineer／Estimator 08／15／2022

Mr. Timothy Ard
Construction Manager
Tetra Tech
710 Avis Drive, Suite 100
Ann Arbor, MI 48108
Via- Electronic Delivery (Email)

RE: Tetra Tech 200-16347-19001: Macomb WWS-2021-006; Weiss WC22-01

## Subject: PR-B - CE-05 Malvern Site Modifications

## Dear Mr. Ard-

Please find the attached quote for Weiss CE-05 in response to PR-B (Malvern site modifications). This is a net credit for the deletion of 2 galvanized pipes with miscellaneous fabrication for nautical detailing. This change does not result in a credit for equipment/operator labor as we are still required to use the equipment to set the work remaining. The paint credit from Signature is provided based on verbal correspondence (they lost power 8/30 and did not send a formal quote). Signature is still required to paint the remaining pipe (still containing multiple trips for applicable coats for specified system).

Please review and let us know any concerns. There are no schedule impacts associated with this change as the Malvern site is not on the critical path and this change was noted early.


CC Weiss: Joe Mulville
CC Macomb: Vincent Astorino, Steve Rozycki, Steven Wagner, Jeremy Jarinski
CC Tetra Tech: David Weiss

| CE 05 - Malvern PR-C - Delete 2 Decorative Pipes and Nautical Detailing |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Description | Qty | Unit |  | Lab Unit |  | abor Total |  | Mat Unit |  | Material | Equip Unit |  |  |  | ntractor |  | S Tax |
| Process CREDIT |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Labor - Plumber Straight Time <br> Deleted Setting Pipe Inc. Grouting Base Deleted Rope/Misc Decorative Work Deleted Misc Fab Work | $\begin{gathered} -10.0 \\ -10.0 \\ -5.0 \end{gathered}$ | hr hr hr | \$ | 82.23 82.23 82.23 | \$ \$ \$ | (822.30) $(822.30)$ $(411.15)$ |  |  |  |  |  |  |  |  |  |  |  |
| Material <br> 14" galv pipe <br> $16^{\prime \prime}$ galv pipe <br> Connections/misc material <br> Misc Mat (rope, HW) | -1 -1 -1 -1 | LS LS LS LS |  |  |  |  | \$ $\$$ $\$$ $\$$ | $1,946.49$ $2,410.80$ 250.00 $1,200.00$ | \$ \$ \$ \$ | $(1,946.49)$ $(2,410.80)$ $(250.00)$ $(1,200.00)$ |  |  |  |  |  | \$ $\$$ $\$$ $\$$ | $\begin{array}{r} (116.79) \\ (144.65) \\ (15.00) \\ (72.00) \end{array}$ |
| Subcontractor |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Grand Total - CREDIT ONLY |  |  |  |  | \$ | (2,055.75) |  |  | \$ | (5,807.29) |  | \$ | - | \$ | (800.00) | \$ | (348.44) |
| Quote Grand Total CREDIT ONLY |  |  |  |  | \$ | (9,011.48) |  |  |  |  |  |  |  |  |  |  |  |
| Misc |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | \$ | - |
| Totals Pre OHP - ADDS ONLY |  |  |  |  | \$ | - |  |  | \$ | - |  | \$ | - | \$ | - |  |  |
| OHP Calculations - ADDS ONLY |  |  |  |  |  | 15\% |  |  |  | 15\% |  |  | 15\% |  | 5\% |  | 15\% |
| OHP - ADDS ONLY |  |  |  |  | \$ | - |  |  | \$ | - |  | \$ | - | \$ | - | \$ | - |
| Total Including - ADDS ONLY |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Grand Total - ADDS ONLY |  |  |  |  | \$ | - |  |  | \$ | - |  | \$ | - | \$ | - | \$ | - |
| Quote Grand Total ADDS ONLY |  |  |  |  | \$ | - |  |  |  |  |  |  |  |  |  |  |  |


| TOTAL NET CREDIT | (9,011.48) |
| :--- | :--- |

Mr. Timothy Ard
Construction Manager
Tetra Tech
710 Avis Drive, Suite 100
Ann Arbor, MI 48108
Via- Electronic Delivery (Email)
RE: Tetra Tech 200-16347-19001: Macomb WWS-2021-006; Weiss WC22-01
Subject: DTE Update 8/26/2022 and Schedule Extension Request

Dear Mr. Ard-

Please consider this letter a formal update to our letters dated $4 / 25 / 2022,7 / 1 / 2022,7 / 8 / 2022$, and $7 / 20 / 2022$. Weiss has tracked the cost and time related this issue under Change Event 1 (CE-01). The final cost was previously established in CE01 R3 dated 7/20/2022 (detailing direct costs captured by the allowance as well as costs exceeding the allowance). This letter will address the time impact directly attributed to the DTE delay.

As an overview, Weiss initiated contact with DTE and tracked the planning activities as noted in our summary dated $5 / 13 / 2022$ (attached for reference). After this summary was issued, a meeting was held with DTE 6/1/2022 at the Chapaton Pump Station/RTB. DTE provided commitments to review the work and implement the plans within 8 weeks of this meeting ( $7 / 29 / 2022+/-)$.

As the project currently stands, DTE actually started work 8/15/2022 and set the poles within the church parking lot on $8 / 16 / 2022$. The 13 kV primary lines were removed overhead from the project site $8 / 25 / 2022$. DTE's street lighting division and 2 network providers (WOW and Everstream) should be completing their work by $9 / 2 / 2022$ based upon verbal correspondence.

This tracks with our current scheduling of our subcontractor, Rohrscheib Sons Caissons, to begin drilling work for the soldier piles on 9/6/2022.

In our baseline schedule submitted on $4 / 5 / 2022$, reviewed FAC on $5 / 10 / 2022$, the following activities/dates were established to meet the contractual substantial date of 9/23/2022.

1. BCV-1020 - Relocation of Utilities by Others Complete
a. Baseline schedule assumed completion of $6 / 22 / 2022$
b. Currently scheduled $9 / 2 / 2022$
c. A delay of 69 days per our most recent schedule update (July $3 \mathbf{1}^{\text {st }}$ R2)

This assumed date specifically impacts the critical path as related to starting soldier pile work (clearing overhead power lines/obstructions to maintain MIOSHA specified clearances). This drives completing the excavation, concrete structure, and thus the installation of the ISG system.

As such, the below dates are proposed for schedule extension via change order.

| Substantial Completion | $09 / 23 / 2023$ | extended to $12 / 02 / 2023$ |
| :--- | :--- | :--- |
| Final Completion | $11 / 22 / 2023$ | extended to 02/02/2024 |

We also request the terms of final completion be modified to specifically exclude site restoration (landscaping) as the time of year will not be in proper season for site restoration. We will complete all training, closeout documentation, and interior punchlist. Please advise the contract mechanics of documenting this exception for Spring 2024.

Finally, we must assert the caveat that this schedule extension has the potential to modify the operational demonstration and thus substantial completion of the project. Our baseline schedule assumed 2 rain events (each greater than 0.5" of rain) for activities CLO-1070 and CLO-1080. This determined a window of time from $8 / 25 / 2023$ through $9 / 23 / 2023$ that two events were probable based upon NOAA historical data for this month timeframe in September. The operational demonstration has now shifted into November/December and thus the probability of meeting 2 rain events of $0.5^{\prime \prime}$ has changed (generally speaking, is less likely).

Weiss intends on providing an operational system ready for beneficial use (including training, manuals, simulation/pre-testing as far as possible) prior to this November/December date (on about 11/2/2023).

Weiss reserves its right for a subsequent schedule extension should the project not experience wet weather of adequate intensity and duration (2 rain events producing rainfall greater than $0.5^{\prime \prime}$ each) after the system is completed and ready for beneficial use.

Sincerely,


CC Weiss: Joe Mulville
CC Macomb: Vincent Astorino, Steve Rozycki, Steven Wagner, Jeremy Jarinski
CC Tetra Tech: Brian Rubel, David Weiss


WEISS CONSTRUCTION CO. LLC
41001 Grand River Ave.
Novi, MI 48375
Friday, May 13, 2022
(313) 567-4500

RE: Tetra Tech 200-16347-19001: Macomb WWS-2021-006; Weiss WC22-01

Subject: RE : DTE Delay - Further Breakdown to Supplement 4/25/2022 Letter

12/23/2021 - Weiss receives DTE contact information from Tetra Tech (after pre-award meeting)
12/29/2021 - Weiss initiates contact with DTE
01/03/2022 - DTE responds, various staff out of office due to Holidays
01/11/2022 - DTE (Steve Eriquez) starts contact (assigned planner)
01/12/2022 - Weiss provides overview of work with excerpt of Contract drawings
01/18/2022 - DTE (Steve Eriquez), Macomb (Steve Wagner), and Weiss (Zach Zechmeister) meet onsite 01/19/2022 - Weiss asked DTE to confirm voltages for determining working clearances per MIOSHA DTE reponds same day (below):

- Cross Streets: Oak Ave \& Beaconsfield Ave | Overhead ( 3 ) 336 Primary Conductor, 3 Phase, Voltage 4.8kv
- Cross Street: Greater Mach Ave \& Gaukler Street | Overhead Primary going EAST ( 2 ) \#6_WP | Secondary (3) \#2_WP | ( WP ) means Weatherproof, Cover Conductor - Secondary on the Westside of the Vacant Property Running North \& South ( 4 ) 1/0_A Covered

01/25/2022 - Weiss tracking down street lighting contact as Steve Eriquez is not responsible Started chasing down with Darin at Eastpointe DPW

02/11/2022 - DTE provides first preliminary drawing showing rough layout but no detailed dimensions See file W.O.\#60792406_1_OverheadElectric

02/15/2022 - Second Field Meeting with DTE (Steve Eriquez + assistants) and Weiss (Zach Zechmeister) At this point DTE noted relocation and new permanent service must be performed in one workflow (thus new OH for permanent service would remain OH across Beaconsfield at the SOE). Options discussed for moving the NEW permanent service underground ONLY but leaving relocation OH as shown on the plans

02/22/2022 - DTE provides plan for reroute $(\mathrm{OH})$ and new feed (underground). Weiss starts procuring cost backup for ductbank for new scope gap (underground across Beaconsfield

See file W.O.\#60792406_1A_OverheadElectric
See file W.O.\#64490107_1b_UndergroundElectic

In reviewing these plans, note the new permanent service is fed from a same circuit that the OH that must be relocated. This is critical for later discussions.

03/01/2022 - Weiss was relayed contact information for street lighting courtesy of Eastpointe
03/02/2022 - DTE (Steve Eriquez) now notes he can pickup the streetlighting work
03/03/2022 - Cost discussion is ongoing for the 02/22/2022 plans
03/07/2022 - DTE request for Easement documents and request agreement from DTE
03/07/2022 - Weiss is making final checks on DTE layout provide 2/22/2022 and realizes DTE's proposed pole placement (keeping their OH within ROW) will NOT allow for clearances per MIOSHA. Weiss directs DTE to explore more options. Discussions occurring verbally with Steve about moving underground for all the work around the SOE.

03/30/2022 - DTE issues revised W.O.\#64490107_Preliminary_2.


WEISS CONSTRUCTION CO. LLC
41001 Grand River Ave.
Novi, MI 48375
Friday, May 13, 2022
(313) 567-4500

This plan completely changes to underground for the entire area around the corner of Oak/Beaconsfield. It also denotes (see email from Steve on 3/30/2022) the various different circuits, the creation of a double circuit underground, and added complexity. No cost given at this time. Shared update with Owner/Engineer.
04/04/2022 - Weiss shares draft Consumers Energy plan with DTE for coordination efforts. Shared with Owner/Engineer 4/6/2022. Verbal conversations occur through 4/18/2022

04/18/2022 - Weiss receives email from DTE about status to proceed. DTE not releasing cost estimate.
04/22/2022 - Weiss requests quote and timeline is of critical nature
04/22/2022 - Weiss receives verbal cost ROM of \$500k (DTE) and immediately notifies Owner/Engineer 04/22/2022 - Weiss receives and forwards quote with timeline attached

04/25/2022 - Weiss issues letter for potential delay
04/26/2022 - DTE issues 4.26.2022 Propose Relocate Beaconsfield Oak after meeting with Weiss This plan routes lines behind the homes on existing easement and to the church parking lot. Leaving new service as directional bored underground from Oak pole.
Outline is diagrammatic in nature, not engineered plan. DTE investigating feasibility.

05/05/2022 - DTE slow to respond, DTE engineer out of office until 5/26/2022
05/09/2022 - DTE changes engineer (see email). DTE visiting site 5/12/2022
05/13/2022 - DTE provides understanding of new plan and scope (no drawings)

## Current plan 5/13/2022 with new DTE engineer (Marc Maidaniuc), same DTE planner (Steve Eriquez)

1. Relocate existing "backbone" to deep easement behind homes (temporary only and must eventually be relocated to the relocation plan on the drawings, once construction is complete)
2. Pull new feeder off the other circuit and direction bore into the site. Will also serve as construction power.

## BACKGROUND ON MISOHA STANDARDS-

See attached PDF part 10c. Also see DTE overlay sheet for appx layout when everything was overhead.
Page $15-1926.1407(\mathrm{a})$ - Grounding line is not allowable per DTE. Option 2 is 20ft. Option 3 is a table. Per the table, under 50 kV , minimum clearance is 10 ft . No closer for Contractors.

Under option 2 or 3, additional measurements must be taken to prevent encroachment per 1926.1407(b). Again, this requires minimum distance of 10ft. No provisions exist for clearances closer than 10 ft .

CC Weiss: Joe Mulville
CC Macomb: Vincent Astorino, Steve Rozycki, Steven Wagner, Jeremy Jarinski
CC Tetra Tech: Brian Rubel, David Weiss


# WEISS CONSTRUCTION COMPANY, LLC. 

Presents the following

JULY 31, 2022 R2 - SCHEDULE UPDATE

### 8.5 MILE RELIEF DRAIN DRAINAGE DISTRICT

## SCHEDULE NARRATIVE

### 8.5 MILE RELIEF DRAIN DRAINAGE DISTRICT

July 31, 2022 R2 (UPD-01) Schedule Update

## EXECUTIVE OVERVIEW

Weiss Construction Company LLC ("Weiss") presents the following July 31, 2022 R2 - Schedule Update for the 8.5 Mile Relief Drain Drainage District project. The July 31, 2022 - Project Schedule is a Critical Path Method ("CPM") schedule in Primavera P6 format version 15.1.

## MILESTONES / COMPLETION DATES

| MILESTONES | CONTRACT | ACTUAL | PROJECTED |
| :--- | :---: | :---: | :---: |
| NTP (01/31/2022) | $01 / 31 / 2022$ | $01 / 31 / 2022$ | - |
| KICKOFF MEETING HELD | - | $02 / 07 / 2022$ | - |
| DRY WEATHER FLOW ACHIEVED | - | - | $8 / 28 / 2023$ |
| SUBSTANTIAL COMPLETION (600 D AFTER CCD $=9 / 23 / 2023)$ | $9 / 23 / 2023$ | - | $12 / 1 / 2023$ |
| FINAL COMPLETION (660 CD AFTER CCD $=11 / 22 / 2023)$ | $11 / 22 / 2023$ | - | $02 / 2 / 2024$ |

The 8.5 Mile Relief Drain Drainage District - July 31, 2022 R2 (UPD-01) Schedule Update indicates that Substantial Completion is projected for December 1, 2023, which is sixty-nine (69) calendar days beyond the contract required Substantial Completion Date September 23, 2023. Final Completion is projected for February 2, 2024, which is seventy-two (72) calendar days beyond the contract required Final Completion Date of November 22, 2023.

| SCHEDULE UPDATE | SCD | TOTAL FLOAT | VARIANCE |
| :--- | :---: | :---: | :---: |
| BASELINE SCHEDULE | $9 / 23 / 20223$ | 0 | 0 |
| JULY 31, 2022 R2 (UPD-01) | $12 / 1 / 2023$ | -69 | --69 |

## GENERAL SEQUENCE / WBS

## Milestones

## Submittals

## Construction

Preliminary Construction
Primary Sites
Mobilize
Kelly Site
Gaukler Site
Beaconsfield
Malvern Site
Secondary Sites
Eastlawn Site
Greatermack Site
Edgewood Site
O'Connor Site

## Closeout

Closeout Required for Substantial Completion
Scada Development / Testing \& Commissioning
Closeout Required for Final Completion

## CRITICAL PATH

In the 8.5 Mile Relief Drain Drainage District - July 31, 2022 R2 (UPD-01) Schedule Update, the critical path is driven by the estimated time required for DTE / CONSUMERS to complete the utility relocation work, and continues with the Beaconsfield Main Site Civil work, and the Beaconsfield Main Site Structural work. The critical path concludes with the Beaconsfield ISG Bladder, Bladder Checkout, SCADA Testing \& Commissioning, Substantial Completion, Punchlist \& Demobilization, Final Completion, and ends with Site Restoration (Post Final Completion).

Substantial Completion (activity MS-1030) is projected for December 1, 2023.
Final Completion (activity MS-1040) is projected for February 2, 2024.

Refer to the Critical Path Bar Chart for the detailed listing and sequence of the critical path.

## SCHEDULE FILE INFORMATION

The 8.5 Mile Relief Drain Drainage District - July 31, 2022 R2 (UPD-01) Schedule Update was created by making a copy of the previously submitted 8.5 Mile Relief Drain Drainage District Baseline Schedule (Filename: 8.5 MILE-BASE). The schedule data date was adjusted to August 1, 2022, and schedule progress was incorporated through July 31, 2022. Weiss then made the following changes to the schedule:

- Added \& Deleted Activities: New schedule activities were added by Weiss to track and record the additional time (beyond June 22, 2022) required for DTE / Consumers to complete the utility relocation work at the Beaconsfield Site Main Site. Weiss also added new schedule activities to track and record progress on resubmittals.
- Added \& Deleted Activity Relationships: Due to the referenced changes above, the July 31, 2022 includes changes to activity predecessor and successor relationships. Additionally, in the July 31, 2022 Schedule Update, Weiss corrected out of sequence schedule logic for activities adversely affecting the critical path
- Constraint Changes: Since the Owner agreed to allow site restoration work to occur post Final Completion, the Must Finish By Constraint was removed from the project. The Substantial Completion and Final Completion finish constraints remain the same. Weiss also added a Start On or After 01-APR-23 constraint to the Beaconsfield Control Bldg. CMU / BRICKWORK.

For the complete and detailed listing of all changes made to the schedule, refer to the PDF report titled "8.5 MILE RELIEF DRAIN DRAINAGE DISTRICT - JULY 312022 R2 - SCHEDULE COMPARISON" included with the Schedule Update.

## DELAYS / ISSUE

- In the Baseline Schedule developed by Weiss, Weiss anticipated that DTE / Consumers would complete their utility relocation work (which is required for Weiss to begin construction) at the Beaconsfield Main Site no later than June 22, 2022. Based on the current available information, the utility relocation work is not anticipated to be complete until September 2, 2022, resulting in a schedule slippage of seventy (70) calendar days. In order to track and record this ongoing delay, Weiss added new two (2) new schedule activities. REL-1033 "ADDITIONAL TIME REQ. FOR DTE / CONSUMERS TO RELOCATE UTILITY 6-23 TO 7-29" tracks the actual delay which has occurred beginning June 23, 2022 and ending July 29, 2022. REL-1035 "EST. REMAINING TIME REQ. FOR DTE / CONSUMERS TO RELOCATE UTILITY 7-30 TO 9-2" forecasts the additional delay which is anticipated based on the current available information. Following completion of the utility relocation work by DTE / CONSUMERS, Weiss will submit a formal request for time extension.


## CALENDARS

The schedule contains the following calendars:

- 7-DAY - Seven-day calendar, no days are blocked out.
- 5-DAY H - Saturdays, Sundays, and Government holidays are blocked out as nonworkdays.
- 5-DAY W - Saturdays, Sundays, Government holidays and Weather days per NOAA/Historical data* are blocked out as non-workdays. This calendar is used for all activities with the potential for delay due to inclement weather. Additionally, the NOAA/Historical data was used by Weiss to determine the duration required for Testing \& Commissioning activities CLO-1070, and CLO-1080. Testing \& Commissioning requires two storm events with greater than a $.5^{\prime \prime}$ of precipitation, therefore the anticipated duration required for two storm events of this magnitude is 30 calendar days.


## ACTIVITY CODES

Includes:

- Responsibility Coding
- Site Coding
- Trade Coding


## SUBMITTED FILES

- P6 .XER File (Ver. 15.1)
- Schedule Narrative (PDF)
- All Activities Bar Chart (PDF)
- Critical Path Bar Chart (PDF)
- Remaining Activities Bar Chart (PDF)
- Summary Schedule Bar Chart (PDF)
















| From: | Zachary Zechmeister |
| :---: | :---: |
| To: | Ard, Timothy |
| Subject: | RE: Schedule |
| Date: | Thursday, September 1, 2022 8:48:14 AM |
| Attachments: | image002.png |
|  | image005.png |
|  | image006.png |
|  | image007.png |

Tim-

Explanation as follows:
"Regarding your question as to why the Late Start \& Late Finish dates appear earlier than the Early Start \& Early Finish dates (for activities with negative float*), below is a brief explanation:

- Early Dates are calculated using the forward pass. Late Dates are calculated using the backwards pass.
- For nearly all contracts, the backwards pass calculation begins with Final Completion.
- When the Final Completion date is mandated by the terms of the contract, a finish-on-or-before constraint is added to the schedule to reflect this contractual requirement.
- Due to the constraint on Final Completion, the backwards pass will never calculate a Late Start or Late Finish date which is beyond the constrained date since the constrained date.

Hope that makes sense. If not, let me know and l'll provide additional detail.
It just boils down to having the constraint in the schedule. Notice how activity MIL-1050 doesn't have negative float? It's because there's no constraint on that activity."

In summary, note the LATE finish on MIL 1030 (substantial) vs the EARLY. The EARLY is now the projected (negative float 69 days $=$ our days of delay).
Same with MIL 1040 (final)
1050 is NOT the same because we did not constrain it.
$\square$
Call if we need to discuss. I'm in the office today.

Thanks,

## Zach Zechmeister

Project Manager
Weiss Construction Company, LLC
41001 Grand River Ave
Novi, MI 48375
Cell: (586) 596-3199
Office: (313) 567-4500 $\times 108$
www.weiss-construction.com

From: Zachary Zechmeister
Sent: Thursday, September 1, 2022 8:18 AM
To: 'Ard, Timothy' [Timothy.Ard@tetratech.com](mailto:Timothy.Ard@tetratech.com)
Subject: RE: Schedule

Tim-

Schedule will not be changing. I will have a short response shortly on the negative float and why it occurs in our particular condition.

## Zach Zechmeister

Project Manager
Weiss Construction Company, LLC

41001 Grand River Ave
Novi, MI 48375
Cell: (586) 596-3199
Office: (313) 567-4500 $\times 108$
www.weiss-construction.com

From: Zachary Zechmeister
Sent: Monday, August 29, 2022 2:58 PM
To: Ard, Timothy [Timothy.Ard@tetratech.com](mailto:Timothy.Ard@tetratech.com)
Subject: RE: Schedule

I'm on it the detailed explanation. Its closer than it was.

And OK on the restoration. Agreed.

## Zach Zechmeister

Project Manager

Weiss Construction Company, LLC
41001 Grand River Ave
Novi, MI 48375
Cell: (586) 596-3199
Office: (313) 567-4500 x 108
www.weiss-construction.com

From: Ard, Timothy < Timothy.Ard@tetratech.com>
Sent: Monday, August 29, 2022 2:43 PM
To: Zachary Zechmeister [zzechmeister@weiss-construction.com](mailto:zzechmeister@weiss-construction.com)
Subject: Schedule

Zach,

There are still many entries that show the early start/finishing occurring after the late start/finish. I believe you said those entries are to indicate lost time and zero float. If so, please provide a description/reason so the board has an explanation.

Some items are still out of sequence. Item CST 1050 SOG is still showing completion prior to CME 1000, floor drains. I know that's microscopic in the scheme of things, but it's representative of corrections that need to be made. Please scan and make corrections where needed.

The Post-Final Completion date of March 24 for restoration is too early. The Contract requires growing vegetation prior to closeout. I am going to put this at June 1 , which should provide plenty of time if properly maintained.

Tim

Timothy Ard | Construction Manager
Main: 734.665.6000 | Direct: 734.213.4022 | Cell: 734.216.9280
tim.ard@tetratech.com
While we are operating remotely in response to COVID-19, Tetra Tech teams remain fully connected and hard at work servicing our clients and ongoing projects. We also would like to wish health and wellness to you and your family.

Tetra Tech | Water, Environment \& Infrastructure
710 Avis Drive, Suite 100 | Ann Arbor, MI 48108 | www.tetratech.com
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message and then deleting it from your system.


[^0]:    *See Notes Next Page

[^1]:    ${ }^{* *}$ It is accepted that the Contractor will be unable to perform restoration of lawns and grasses by the proposed Date of Final Completion due to the time of year. Based on seasonal restrictions, the Contractor will complete all tasks related to Final Completion by the date given on this Change Order \#1, with the sole exception of restoration. The time period for this task will be extended to June 1, 2024, to allow grass growth to be established prior to final closeout.

[^2]:    Name and Date (Print)

[^3]:    Name and Date (Print)

