

MARTIN SANITARY DIVERSION DRAIN
INTRA-COUNTY DRAINAGE BOARD
AUGUST 12, 2024
10:00 A.M.
AGENDA

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

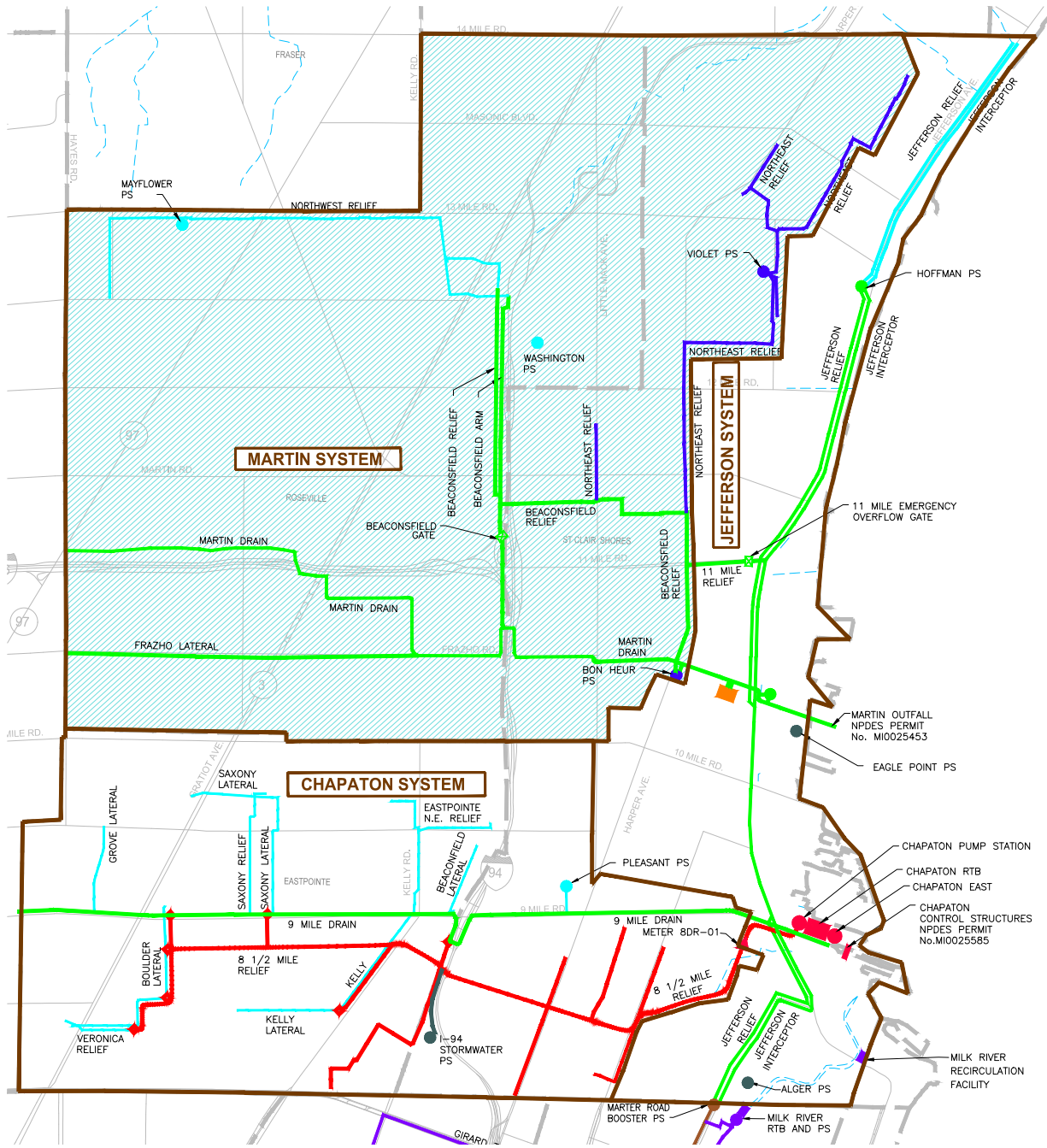
**Teams Meeting ID: 262 828 758 218
Passcode: GuHCi4**

**Call in Number: 1-917-933-5524
Passcode: 576 793 15#**

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for August 12, 2024	
3. Approval of Minutes for July 8, 2024	3
4. Public Participation	
5. Project & Operations Update – Vince Astorino	6
6. Martin Sanitary Diversion Drain Proposed 2024/25 Budget – Brian Baker	9
Motion: To approve the 2024/25 Martin Sanitary Diversion Drain budget and revenue requirement for the fiscal year beginning October 1, 2024.	
7. Martin RTB Improvements Project - Construction Contract Administration (CCA) - Vince Astorino	23
Motion: To approve the proposal from Fishbeck for Contract Construction Administration for the Martin RTB Improvements Project for \$345,010.	
8. Consideration for approval of invoices (see attached)	39
9. Financial Report – Bruce Manning	40
10. Adjourn	

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

MARTIN SYSTEM MAP
Macomb County, MI
Southeast Macomb Sanitary District
Wastewater Master Plan



SYSTEM LEGEND

(AS OF DATE OF PUBLICATION)

- SYSTEM BOUNDARY

DISTRICT LEGEND

(AS OF DATE OF PUBLICATION)

- 8 1/2 MILE RELIEF DRAIN DRAINAGE DISTRICT
- SOUTHEAST MACOMB COUNTY WASTEWATER DISPOSAL SYSTEM
- MARTIN SANITARY DIVERSION DISTRICT
- SOUTHEAST MACOMB SANITARY DISTRICT
- NORTHEAST SEWAGE DISPOSAL SYSTEM
- MILK RIVER INTERCOUNTY DRAIN DRAINAGE DISTRICT
- LOCAL MUNICIPALITY
- OTHER

ASSET LEGEND

- PUMP STATION
- FLOW CONTROL STRUCTURE
- RETENTION TREATMENT BASIN
- GRAVITY INTERCEPTOR
- OVERFLOW POINT

PLOT INFO: Z:\2018\181053\CAD\PRECED\SEMSD_OVERALL.DWG_LAYOUT: FIG 3-4_MARTIN SYS DATE: 1/25/2020 TIME: 7:48:56 AM USER: MESEDKI

An adjourned meeting of the Intra-County Drainage Board for the **MARTIN SANITARY DIVERSION DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Clinton Township, Michigan on July 8, 2024, at 10:02 A.M.

PRESENT: Candice S. Miller, Chair
Bryan Santo, Member

EXCUSED: Harold Haugh, Member

PRESENT VIA TELECONFERENCE: Jessica Johnston, Sterling Heights DPW; Bill Diamond, Utica DPW; Kevin Johnson, Macomb Twp. DPW

ALSO PRESENT: Vince Astorino, Operations & Flow Manager; Brian Baker, Chief Deputy; Stephen Downing, Construction and Maintenance Manager; Steve Duchane, Community Services Coordinator; Norb Franz, Communications Manager; Bruce Manning, Finance Manager; Pamela Sonnenberg, Administrative Assistant; Sarah Lucido, Board of Commissioners; Don Van Syckel, Board of Commissioners

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

Adopted: YEAS: 2
NAYS: 0

Minutes of the meeting of June 10, 2024 were presented. A motion was made by Mr. Santo, supported by Ms. Miller to approve the minutes as presented.

Adopted: YEAS: 2
NAYS: 0

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

Mr. Astorino provided an update that Martin had one wet weather event on June 20th. There was 1.72 inches of rain and we discharged 15.1 MG. The water quality numbers were good and there were no issues. He noted that this is the 7th time that we have spilled this year at Martin. On average, we have 9 per year. We have had one spill at Chapaton this year so far which proves that our improvements at Chapaton are working. Mr. Baker stated that the E-Coli numbers have also improved.

We are still working on finalizing the contract regarding the Martin Improvements project. We had a preliminary meeting with the contractor, and they are expected to start work in September. We received a scope of work on Friday from the Army Corps Green Infrastructure Project and will be reviewing it.

A motion was made by Mr. Santo, supported by Ms. Miller to receive and file the project and operations update as presented.

Adopted: YEAS: 2
NAYS: 0

Mr. Duchane presented a pilot program for rain barrels in Roseville. He referenced the Sterling Heights rain barrel program that was funded with their ARPA funds. They now have a waitlist of residents interested in participating. Mayor Bob Taylor from Roseville is very interested in this program. We will partner with MI Rain Barrel. Funding for the program would come from the Southeast Macomb County Wastewater Disposal System. MCPWO and the City of Roseville's DPW would coordinate the pick-up of 200 barrels and kits, have them delivered to the Roseville DPW. Roseville residents can pick them up on a first come, first serve basis. MI Rain Barrel has calculated, we will save approximately 900,000 gallons of water a year annually from entering the sewer system. The cost is \$180 per barrel.

A motion was made by Mr. Santo, supported by Ms. Miller to receive and file the Macomb County Public Works 2024 Rain Barrel Pilot Program information.

Adopted: YEAS: 2
NAYS: 0

The Chair presented the invoices totaling \$18,075.42 to the board for review and approval.

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

Adopted: YEAS: 2
NAYS: 0

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

Adopted: YEAS: 2
NAYS: 0

There being no further business, it was moved by Mr. Santo, supported by Ms. Miller that the meeting of the Martin Sanitary Diversion Drain Board be adjourned.

Adopted: YEAS: 2
NAYS: 0

The meeting was adjourned at 10:22 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 July 8, 2024 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: 7/8/2024



To: Martin Sanitary Diversion Drainage District Board Members

CC: File

From: Vincent Astorino, Operations Director

Date: August 12, 2024

Subject: Construction Projects Status Updates for the August 2024 Board Meeting

The following provides a status update for construction work completed within the Martin Sanitary Diversion Drain District (MSDDD) for the previous month.

Wet Weather Operations

Wet Weather Event 1: July 10, 2024

Rainfall: 3.31 inches

Treated Discharge Volume: 71 MG

Water Quality Numbers: 18 cts / 100 ml geometric mean (Permit maximum is 300 cts/ml.)

Description: No issues during this event

Wet Weather Event 2: July 23, 2024

Rainfall: 1.74 inches

Treated Discharge Volume: 14.4 MG

Water Quality Numbers: 22 cts / 100 ml geometric mean (Permit maximum is 300 cts/ml.)

Description: No issues during this event

Wet Weather Event 3: August 2, 2024

Rainfall: 3.2 inches

Treated Discharge Volume: 58.3 MG

Water Quality Numbers: 22 cts / 100 ml geometric mean (Permit maximum is 300 cts/ml.)

Description: Experienced some issues with one of the disinfection pumps at the start of the event. This was addressed promptly and there were no other issues throughout the event.

Martin RTB Improvements Project

Contractor: Reliance Building

Engineering Consultant: Fishbeck

Project Description:

The project consists of multiple items throughout the facility. A general list of items is listed below.

- Replacement of the Martin RTB dewatering gate which is original to the facility.
- Rehabilitation of the dry weather and drain underground vaults.
- Demolition of the old flushing system which includes pipe and pump removal along with properly abandoning the old underground flushing chambers.
- Installation of new underground electrical conduits to abandon old failing conduits.
- Chemical grouting of infiltration within the basement of the Martin building.
- Martin RTB blower and ductwork replacement.
- Equipment hatch cover replacement.
- Equipment crane and trolley replacement/rehab.
- Access hatch replacements around the RTB.
- New TRC sampling pump installations around the RTB.

Significant project tasks that have occurred over the past month:

1. Contract has been executed.
2. MCPWO & Reliance went through a full site walk which included the underground basin. A potential credit will be coming for the project after the site walk.

3. Construction Activities per Update Period:
 - No construction activities at this time.
 - Anticipated mobilization is in September 2024.

Construction Costs:

	Date (if applicable)	Amount
Original Contract Amount		\$3,369,388.65
Total Spent to Date	Pay Apps. #	\$0.00
Remaining Budget		\$3,369,388.65

Design Projects

- USACE Green Infrastructure Grant
 - Have started the agreement process with USACE for this \$400,000 project with USACE covering \$300,000 of that. The \$100,000 match to be provided by MSDDD has already been budgeted.
 - USACE has started working on scope for the project. No update at this time.
 - USACE is proposing that there are not enough funds to design and construct this project. Therefore, it is being planned that this round of funding is purely for design.

Martin Sanitary Diversion Drainage District 2024/25 Budget Summary

Attached is the proposed 2024/25 Martin District budget for the fiscal year beginning October 1, 2024. The budget is scheduled to be adopted at the August 12, 2024 Drain Board meeting. The cities of Roseville and St. Clair Shores have received a copy of the proposed budget. The budget includes a detailed explanation for each budget item change.

In summary, the proposed budget funds improved operations and maintenance of our aging assets and further improves water quality. The community contribution rose only \$32,480 or 2.9% which is in line with the projected 3% increase provided to the two communities earlier this year and upon which their own local budgets were established.

The budget includes:

1. \$3.6 million for the Martin Improvement project. This awarded project includes rehabilitating the dry weather gate and drain vaults, demolition of the old flushing system, chemical grouting in the building basement, replacement basin HVAC blower and ductwork, new chlorine sampling pumps, replacement of the equipment crane and trolley, replacement of the equipment hatch cover and access hatches. This project is fully funded by previous collections and \$1.9 million of federal funds.

2. \$627,000 towards a \$2 million project to replace the station's main electrical switchgear and backup generator. This office will continue to seek grants to fund the remaining project costs.

Maintenance costs declined as last year's budget included the one-time \$100,000 match funding for the \$400,000 USACE Green Infrastructure grant to separate stormwater at the basin, repave the parking lot, and other green infrastructure improvements.

Personnel costs rose by \$12,700 or 5.2% based the County's wage schedule and cost of fringe benefits. No change in staffing levels is proposed.

The amount budgeted for sodium hypochlorite increased by \$10,000 due to continued rising chemical costs.

MARTIN SANITARY COMMUNITIES
TOTAL CHARGES
FY 2024 vs FY 2025

Total Cost Category	2023/2024 Charge	2024/2025 Charge	Difference	% Change
Martin	1,113,520	1,146,000	32,480	2.9%
TOTAL	1,113,520	1,146,000	32,480	2.9%

Communities	2023/2024 Charge	2024/2025 Charge	Difference	% Change
Roseville (78.09%)	869,550	894,910	25,360	2.9%
St. Clair Shores (21.91%)	243,970	251,090	7,120	2.9%
TOTAL	1,113,520	1,146,000	32,480	2.9%

MARTIN SANITARY
2024/2025 Charge
EFFECTIVE OCTOBER 1, 2024

			Roseville	St. Clair Shores	Total
COMMUNITY ASSESSMENTS	Total Annual	Monthly	78.09%	21.91%	100.00%
MARTIN SANITARY	1,146,000	95,500	74,570	20,930	95,500
		O&M Total	894,910	251,090	1,146,000
		Debt Total	0	0	0
		Annual Total	894,910	251,090	1,146,000

MARTIN SANITARY
Operations and Maintenance
Budget to Actual

Description	Page #	Actual 2022/2023	Actual 4/30/2024	Projected 9/30/2024	Budget 2023/2024	Budget 2024/2025	Budget Change	% Change
EXPENSE								
Application/Permit Fee	4	6,000	6,000	6,000	6,000	6,000	0	0.0%
Dues, Training & Licenses	5	2,990	1,324	3,300	3,380	3,300	(80)	-2.4%
Engineering	6	219,781	29,460	80,460	2,788,210	4,259,090	1,470,880	52.8%
Equipment	7	620	225	7,320	6,850	700	(6,150)	-89.8%
Operating Supplies	8	80,152	29,549	82,440	72,280	82,480	10,200	14.1%
Other Professional Svcs	9	13,075	3,743	14,220	12,200	13,500	1,300	10.7%
Personnel Services	10	187,820	0	242,930	242,930	255,630	12,700	5.2%
Repair & Maintenance	11	48,137	113,532	134,190	134,800	34,900	(99,900)	-74.1%
Contribution to SCADA Reserve	12	5,810	5,810	5,810	5,810	5,810	0	0.0%
SCADA	12	13,068	3,964	12,070	11,410	13,050	1,640	14.4%
Utilities	13	45,149	10,023	45,560	46,140	46,450	310	0.7%
Total Expenses		622,601	203,629	634,300	3,330,010	4,720,910	1,390,900	41.8%
REVENUE								
Interest Income		26,562	33,654	60,000	28,000	46,000	18,000	64.3%
Contribution from Community-O&M		1,061,070	1,113,520	1,113,520	1,113,520	1,146,000	32,480	2.9%
Federal Earmark		0	0	0	1,000,000	1,900,000	900,000	100.0%
Use of SCADA Reserves		1,676	0	0	0	0	0	0.0%
Carry Forward		0	0	0	1,188,490	1,628,910	440,420	37.1%
Total Revenue		1,089,308	1,147,174	1,173,520	3,330,010	4,720,910	1,390,900	41.8%

Reserves: 1,843,340 2,401,980 1,402,760

NOTES:

As Needed Engineering	29,090	59,090	0
USACE Green Infrastructure Project	100,000	0	0
Misc Sewer Repairs	20,000	20,000	0
Martin Improvement Project	939,370	1,552,940	0
Martin Electrical Improvement	0	0	627,000
SCADA Life Cycle	9,640	15,450	21,260
Capital Undesignated ¹	745,240	754,500	754,500

Total Reserves 1,843,340 2,401,980 1,402,760

Non Committed Reserve 745,240 754,500 754,500
 (Excludes SCADA and carryover)

¹Reserves for needed future Martin rehab projects.

FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET

FUND: 0072
 ACTIVITY: Application/Permit Fee

P/Y BUDGET: \$ 6,000
 REQUEST: \$ 6,000
 INC/(DEC.): 0

ACCOUNT EXPLANATION:

	DESCRIPTION	24/25	23/24
96901	1) Annual NPDES Permit	6,000	6,000
	Total	6,000	6,000

INCREASE/DECREASE EXPLANATION:

1) This is 100% Martin. 8.5 Mile billed separately.

**FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET**

FUND:	0072	P/Y BUDGET:	\$ 3,380
ACTIVITY:	Dues, Training & Licenses	REQUEST:	\$ 3,300
		INC/(DEC.):	\$ (80)

ACCOUNT EXPLANATION:

	DESCRIPTION	24/25	23/24
95901	1) Certification, Licenses, Training	800	950
82201	2) Dues, Membership & Subscription	140	140
WO20041	3) NexGen Renewal	2,360	2,290
	Total	3,300	3,380

INCREASE/DECREASE EXPLANATION:

- 1,2) Split with SEMCWWDS and 8.5 Mile.
- 1) Operators state certified for RTBs and annual confined space training. Budget adjusted to lower actuals.
- 3) Annual renewal for the asset management software. Cost is split with County IT and the balance is split 50% MIDDD, the other 50% is split 10% SEMCWWDS, 15% Martin and 25% 8.5 Mile.

**FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET**

FUND: 0072
ACTIVITY: Engineering

P/Y BUDGET: \$ 2,788,210
REQUEST: \$ 4,259,090
INC/(DEC.): \$ 1,470,880

ACCOUNT EXPLANATION:

PROJECT #	DESCRIPTION	24/25	23/24
WO18072	1) As Needed Engineering	0	30,000
WO22035	2) Martin Improvement Project	2,003,180	1,360,720
	3) Martin Electrical Improvements	627,000	309,000
	Total New Projects	2,630,180	1,699,720
WO22035	4) Martin Improvement Project	1,552,940	1,041,490
WO18072	5) As Needed Engineering	55,970	27,000
WO22036	6) Misc Sewer Repairs	20,000	20,000
	Total Carryover Projects	1,628,910	1,088,490
	Total All Projects	4,259,090	2,788,210

INCREASE/DECREASE EXPLANATION:

1,5) Engineering support for MCPWO staff. Multiple small projects coming in the future that can be supported with as-needed engineers.

2,4) This project includes dewatering gates, RTB blower and ductwork, trolley crane, equipment hatch, and electrical conduit replacements. Demolition of the old flushing systems within the main building and RTB. Various other smaller components will be also addressed as part of this project. Estimated total project cost is over \$3.8 million. The 20% match for Federal Earmark is covered by previous assessments.

MARTIN IMPROVEMENT PROJECT

SOURCE	STUDY-FISHBECK	DESIGN-FISHBECK	CONSTRUCTION-RELIANCE	CCA	TOTAL
22/23 Budget	19,090	78,700	232,210		330,000
23/24 Budget			360,720		360,720
24/25 Budget			930	102,250	103,180
Basin Equipment Hatch			39,950		39,950
Crane Replacement & Overhead Trolley			75,000		75,000
Chlorine Sample Pumps			75,000		75,000
Entry Doors			6,000		6,000
Carryover ISS Project			613,330		613,330
Electrical Project			66,250	242,750	309,000
Federal Earmark			1,900,000		1,900,000
TOTAL	19,090	78,700	3,369,390	345,000	3,812,180

Carryover - Martin Improvement	
22/23 Budget ¹	330,000
In System Storage Carry Over	613,330
Basin Equipment Hatch	39,950
Crane Replacement & Overhead Trolley	75,000
Chlorine Sample Pumps	75,000
Entry Doors	6,000
23/24 Budget	360,720
Funds from Electrical	309,000
Total Collected	1,809,000
Expenses as of 9/30/22	(2,658)
Expenses as of 9/30/23	(197,252)
Projected Expenses 9/30/2024	(56,150)
Carryover Balance	1,552,940

¹22/23 Budget reflected expected ISS refund \$778,000. This no longer exists because of cancelled ISS project.

3) The collection of \$309,000 was originally for the Martin Electrical Project. Those funds have been moved to the Martin Improvements Project so that project can be fully funded. The \$627,000 is now the first collection for the Electrical Improvement Project. This project is estimated to be \$2 million. The remaining \$1,373,000 will need to be funded in fiscal year 25/26.

6) Design of repairs from any issues found during the sewer inspection.

FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET

FUND: 0072
ACTIVITY: Equipment

P/Y BUDGET: \$ 6,850
REQUEST: \$ 700
INC/(DEC.): \$ (6,150)

ACCOUNT EXPLANATION:

DESCRIPTION	24/25	23/24
1) Misc (Lab Equip, Bldg Instrumentation, etc)	700	700
2) F150 Pickup Truck	0	6,150
Total New Projects	700	6,850
Total Carryover Projects	0	0
Total All Projects	700	6,850

INCREASE/DECREASE EXPLANATION:

1) As needed equipment that may arise.

2) No replacement vehicles are needed for this fiscal year.

FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET

FUND: 0072
ACTIVITY: Operating Supplies

P/Y BUDGET: \$ 72,280
REQUEST: \$ 82,480
INC/(DEC.): \$ 10,200

ACCOUNT EXPLANATION:

	DESCRIPTION	24/25	23/24
72650	1) Sodium Hypochlorite	70,000	60,000
98804	2) Personal Protective Equipment	780	780
75001	3) Clothing for operations staff	300	300
72621	4) Laboratory Supplies required by NPDES permit	9,000	9,000
82403	5) Equipment Rental	500	500
72624	6) Office Supplies	100	100
72901	7) Postage	100	100
96104	8) Fuel	1,100	900
72699	9) Misc	600	600
Total		82,480	72,280

INCREASE/DECREASE EXPLANATION:

1,4) Increase is due to the continuing rising price of chemicals and will fluctuate

depending on number of rain events.

2,3,8) Split with SEMCWWDS and 8.5 Mile.

8) Increased fuel usage due to number of construction project inspections.

FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET

FUND: 0072
ACTIVITY: Other Professional Services

P/Y BUDGET: \$ 12,200
REQUEST: \$ 13,500
INC/(DEC.): \$ 1,300

ACCOUNT EXPLANATION:

	DESCRIPTION	24/25	23/24
80131	1) Contract Laboratory for Permit Overflows	5,000	5,000
	2) Property Insurance	2,500	2,400
	3) Liability Insurance	2,000	3,800
80139	4) Legal	4,000	1,000
	Total	13,500	12,200

INCREASE/DECREASE EXPLANATION:

- 1) Fluctuates depending on number of rain events. Used for testing
discharges per the NPDES permit.
- 2) Property insurance is covered under the county policy. The cost is split with
SEMCWWDS and 8.5 Mile.
- 3) Drainage Board approved liability insurance for the District. Insurance invoice is
allocated based on prior year expenses. Martin saw a decrease in their share of
the insurance premium, due to an increase in expenses in 8.5 Mile.
- 4) Increase due to project contract reviews.

**FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET**

FUND:	0072	P/Y BUDGET:	\$	242,930
ACTIVITY:	Personnel	REQUEST:	\$	255,630
		INC/(DEC.):	\$	12,700

ACCOUNT EXPLANATION:

DESCRIPTION	24/25	23/24
1) Pump Station Operators (7 FT operators and 2 PT)	112,630	108,930
2) Operations Manager	23,740	22,570
3) Asst Operations Manager	15,320	14,330
4) Pump Station Standby	1,600	1,600
5) Overtime	13,000	13,000
6) SCADA Manager Support	11,390	10,680
7) SCADA System Specialist (FT)	8,940	7,990
8) Engineering Support	45,280	41,610
9) Senior Asset Mgmt Tech	9,460	8,440
10) Accounting	1,930	1,870
11) Administrative	8,530	8,210
12) MIDDD Field Operator Reimbursement	3,810	3,700
Total	255,630	242,930

INCREASE/DECREASE EXPLANATION:

1-5) 75% of Chapaton staff is charged to 8.5 Mile Relief District. Remaining 25%

is split between SEMCWWDS (10%) and Martin (15%).

1,2,3,6,7,8,9,10,12) Increase relates to 3% raise and slight increase health benefits

6-9) These positions will spend 37.5% of their time on 8.5 Mile Relief, 5% at SEMCWWDS, and 7.5% at Martin. The remaining 50% is with MIDDD.

7-9) Incorrectly used lower salary in 23/24 budget

8) Four engineers performing Martin duties.

9) Position support for Nexgen tasks for Wastewater. Cost split between MIDDD, 8.5 Mile,

Martin, SEMCWWDS. Increase due to new County Wage schedule.

10) 75% of support staff is charged to 8.5 Mile Relief District. Remaining 25%

is split between SEMCWWDS (10%) and Martin (15%).

11) Cross charge for administrative personnel.

12) Field Operators from the MIDDD provide training and other assistance to the Martin Drainage District.

FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET

FUND: 0072
 ACTIVITY: Repair & Maintenance

P/Y BUDGET: \$ 134,800
 REQUEST: \$ 34,900
 INC/(DEC.): \$ (99,900)

ACCOUNT EXPLANATION:

DESCRIPTION	24/25	23/24
1) Annual Repair and Maintenance	34,000	34,000
2) Lawn Mowing	900	800
Total Annual Items	34,900	34,800
Total New Items	0	0
3) USACE Green Infrastructure Project	0	100,000
Total Carryover Items	0	100,000
Total All Projects	34,900	134,800

INCREASE/DECREASE EXPLANATION:

- 2) Lawn mowing contracted by third party.
- 3) The MSDDD has received a grant from the USACE. The total project is \$400,000. The grant is a 75/25 split. MSDDD has paid the 25% or \$100,000, that was required. This project will focus on separating stormwater out of the Martin combined sewer system. The project will include the repaving of the parking lot in addition to other green infrastructure.

**FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET**

FUND: 0072
ACTIVITY: SCADA

P/Y BUDGET: \$ 11,410
REQUEST: \$ 13,050
INC/(DEC.): \$ 1,640

ACCOUNT EXPLANATION:

	DESCRIPTION	24/25	23/24
WO18077	1) SCADA as needed	6,450	6,450
WO19011	2) Wonderware Software Support	1,620	1,420
WO19012	3) VEEAM Support	330	260
CC0014-92111	4) Comcast Business Service	2,230	1,960
CC0014-92104	5) Cell Modem Service (Verizon)	420	420
WO19015	6) Vmware Software Support	1,030	900
WO22004	7) WIN-911 Upgrade	970	0
Total Annual Projects		13,050	11,410
Total Carryover Projects		0	0
Grand Total SCADA		13,050	11,410
Reserve	Future costs of Server Upgrade - Life Cycle per year	5,810	5,810

INCREASE/DECREASE EXPLANATION:

1) To cover activity for SCADA programming, network and server maintenance.

2) Cost is split 50% MIDDD, the other 50% is split 10% SEMCWWDS, 15% Martin and 25% 8.5 Mile.

2,3,4,6) Increase in amount charged by vendor.

7) Win-911 is a component of the SCADA system that sends alarm notifications.

Our current version of the software is obsolete and needs to be upgraded to stay

under support. The new version has been completely redesigned and will require some

initial configuration and testing. Split is with Martin, MIDDD, Eight Half Mile and SEMCWWDS.

FY 2024-2025
MARTIN SANITARY BUDGET DETAIL SHEET
EXPENDITURE REQUEST SHEET

FUND: 0072
ACTIVITY: Utilities

P/Y BUDGET: \$ 46,140
REQUEST: \$ 46,450
INC/(DEC.): 310

ACCOUNT EXPLANATION:

	DESCRIPTION	24/25	23/24
92101	1) Electric Service	14,500	14,000
92102	2) Consumers Energy	3,300	3,200
92103	3) Water	1,200	1,100
92113	4) Weather Radar	110	500
92104	5) Telephone (Cell)	840	840
	6) Internal Service Cost	26,500	26,500
	Total	46,450	46,140

INCREASE/DECREASE EXPLANATION:

1,2,3) Weather dependent so number will fluctuate. Budget increase due to assumed

inflationary increases for utilities.

3) St. Clair Shores' stormwater charge included on water bill.

4) Switched services from WeatherSentry to RadarOmega. Was spending \$7,200 per year total

for 5 users and going forward will be spending \$1,430 per year total for 10 users.

4,5) Split with MIDDD, 8.5 Mile and SEMCWWDS.

6) Current charges based on amount invoiced from County. Examples include use

of IT Department, phones, Treasurer's Office. Split with SEMCWWDS and 8.5 Mile.



To: Martin Sanitary Diversion Drainage District Board Members

CC: File

From: Vincent Astorino, Operations Director

Date: August 12, 2024

Subject: Martin RTB Improvements Project – CCA Recommendation

Macomb County Public Works Office (MCPWO), on behalf of the Martin Sanitary Diversion Drainage District (MSDDD), has budgeted to start an improvements project at the Martin Retention Treatment Basin (RTB). There have been multiple projects identified within the MSDDD capital improvement plan (CIP) that will be worked into this project. Some of the CIP projects that have been identified are as follows:

- Replacement of the Martin RTB dewatering gate which is original to the facility.
- Rehabilitation of the dry weather and drain underground vaults.
- Demolition of the old flushing system which includes pipe and pump removal along with properly abandoning the old underground flushing chambers.
- Installation of new underground electrical conduits to abandon old failing conduits.
- Chemical grouting of infiltration within the basement of the Martin building.
- Martin RTB blower and ductwork replacement.
- Equipment hatch cover replacement.
- Equipment crane and trolley replacement/rehab.
- Access hatch replacements around the RTB.
- New TRC sampling pump installations around the RTB.

During the June board meeting, Reliance Building was awarded the construction contract for \$3,369,388.65. Since that time, MCPWO has worked with Fishbeck to get all bonds and insurances in place with the contractor before executing the contract. MCPWO and Fishbeck also met with Reliance Building to go through their preliminary schedule for the project so that a CCA contract with Fishbeck could be put together.

The attached proposal from Fishbeck in the amount of \$345,010 has been reviewed and is inline with what is expected for this project.

MCPWO staff is recommending to award the CCA contract to Fishbeck in the total amount of \$345,010 to perform CCA services associated with the Martin RTB Improvements Project.

Attachment: Change Order #2
Fishbeck Proposal Dated June 5, 2024

Date of Contract: 1/12/23
Owner: Martin Sanitary Diversion
Drainage District
Engineer: Fishbeck

Effective Date of CO: 8/12/24
Owner's Contract No.: WWS-2022-010
Engineer Contract No.:
Contract Name: 2023 Martin RTB Improvements

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

Add \$345,010 to the existing contract for CCA Services with the 2024 Martin RTB Improvements Project. Fishbeck proposal is attached.

The original Contract Sum was: \$ 78,700.00

The net change from previously approved Change Orders No. 0 to No 1: \$ 26,000.00

The Contract Sum prior to this Change Order: \$ 104,700.00

The Contract Sum prior to this Change Order will be increased by: \$ 345,010.00

The new Contract Sum, including this Change Order, will be: \$ 449,710.00

The Contract Time will be unchanged by: 0 (days)

The date of Substantial Completion as of the date of this Change Order, therefore, is: N/A

ACCEPTED:

ACCEPTED:

By: _____
Owner (Authorized Signature)

By: _____
Engineer (Authorized Signature)

Title _____

Title _____

Date _____

Date _____

June 5, 2024
Project No. 230141

Vincent Astorino
Operations Director
Macomb County Public Works Office
21777 Dunham Road
Clinton Township, MI 48036

Proposal for Professional Engineering Services 2024 Martin RTB Improvements – Construction Administration and Observation

Fishbeck appreciates the opportunity to submit this proposal to provide construction administration and observation services to MCPWO for the referenced project. We understand the project will be awarded to Reliance Building Company with an as-bid price of \$3,369,388.65.

Scope of Services

The project includes miscellaneous improvements at the Martin RTB located in St. Clair Shores, Michigan. It is anticipated our construction administration and observation services will begin in late June 2024. Construction is anticipated to be complete by July 2025, with project closeout complete by September 2025.

Project Team

- Construction Administrator: Bryan Turczynski, PE
- Construction Project Engineer: Kevin Harvey, PE
- Construction Observer: TBD
- Office Technician: Kerstyn Rasiuk
- Administrative Assistant: Nicole Curtin
- Design Engineer: Erin Szczegielniak, PE
- Electrical Engineer: Tim Dwyer, PE
- Material Testing: Intertek PSI

Assumptions

- The active construction duration will be 20 weeks.
- Fishbeck will provide construction administration and observation services.
 - Fishbeck's onsite observation services will be at 50 hours per week.
- Fishbeck will provide as-needed office technician services.
- Fishbeck will provide design engineering assistance.
- Survey work is not included in this proposal.
- Documentation will be according to MCPWO standards and will be maintained electronically by Fishbeck.

Service Hours

- Construction Administrator:
 - 20 hours for preconstruction meeting, shop drawing submittal review, and initial startup.
 - 100 hours during active construction.
 - 20 hours for project closeout.
 - 30 trips to the project site totaling 900 miles utilizing a Fishbeck vehicle.
- Construction Project Engineer:
 - 60 hours for initial startup, preconstruction meeting, and shop drawing submittal review.
 - 320 hours during active construction.
 - 36 hours for project closeout.
 - 55 trips to the project site totaling 1,650 miles utilizing a Fishbeck vehicle.
- Construction Observer:
 - 40 hours for initial startup.
 - 1,000 hours during active construction.
 - 30 hours for project closeout.
 - 104 trips to the project site totaling 3,120 miles utilizing a Fishbeck vehicle.
- Office Technician:
 - 404 hours for initial startup.
 - 120 hours during active construction
 - 45 hours for project closeout.
 - 5 trips to the project site totaling 150 miles utilizing a Fishbeck vehicle.
- Administrative Assistant:
 - 80 hours during the life of the project.
- Fishbeck Design Engineering Assistance (includes process, electrical, structural, and mechanical engineering):
 - 10 hours for grant assistance.
 - Attend progress meetings as needed.
 - 160 hours for shop drawing submittal review.
 - 100 hours for RFI responses.
 - 60 hours for change order review.
 - 40 hours for site visits.
 - 16 hours for startup assistance.
 - 48 hours for punch list inspections.
 - 40 hours for record drawing preparation.
- Material Testing (proposal attached):
 - 3 full days for soils and earthwork observation and testing.
 - 6 half days for cast-in-place concrete testing.
 - 1 moisture density test.
 - 1 sieve analysis.
 - 30 concrete compressive strength tests.

Professional Services Fees

Fishbeck proposes to perform the referenced scope of services on an hourly rate plus reimbursable expense basis for a not-to-exceed fee of Three Hundred Forty-Five Thousand Ten Dollars (\$345,010), broken down as follows:

Fishbeck Fee	\$339,800
PSI Fee (including 5% markup)	\$5,210
Total	\$345,010

The estimated hours and cost may be adjusted to fit the contractor's schedule as implemented, with MCPWO's approval. All work performed will be invoiced using Fishbeck's 8-1/2 Mile Relief Drain As-Needed Agreement hourly rates. Mileage expenses will be invoiced in accordance with current federal reimbursement rates and/or Fishbeck company vehicle rates.

Fishbeck's point-of-contact is Bryan Turczynski, PE. The Fishbeck authorized negotiator is Maria Sedki, PE. Their contact information is as follows:

Bryan Turczynski, PE
39500 MacKenzie Drive, Suite 100
Novi, MI 48377
o. 248.324.2124
c. 248.924.5403
bdturczynski@fishbek.com

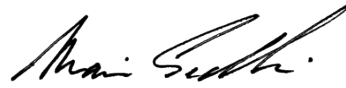
Maria Sedki, PE
39500 MacKenzie Drive, Suite 100
Novi, MI 48377
o. 248.324.1228
c. 248.762.0366
mesedki@fishbeck.com

We look forward to continuing to provide quality service to MCPWO. If you have any questions or require additional information, please contact us.

Sincerely,



Bryan D. Turczynski, PE
Vice President/Senior Civil Engineer



Maria Sedki, PE
Vice President/Senior Civil Engineer

Attachments
By email



Professional Service Industries, Inc.
16049 Leone Drive
Macomb Township, Michigan 48042
Phone: (248) 528-1655

Mr. Bryan Turczynski
Fishbeck
45200 Card Road, Suite 128
Macomb Township, Michigan 48044

Cell: 248.924.5203
E-mail: bdturczynski@fishbeck.com

RE: Construction Materials Testing, Observation & Engineering Services
2024 Martin Retention Treatment Basin Improvements
St. Clair Shores, Michigan

Dear Mr. Turczynski:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit the following proposal for construction materials testing, observation, and engineering services for the above-referenced project.

PSI proposes to provide experienced technical personnel to provide construction materials testing, observation, and engineering services as requested by Fishbeck. PSI understands the project consists of improvements to the three flushing chambers at the Martin Retention Treatment Station in St. Clair Shores, Michigan. Improvements include concrete patches, sidewalks, flowable fills at the pumping equipment, fence posts, and underground utilities.

SCOPE OF SERVICES

Based on your request and our current understanding of the project, we have outlined below a scope of services to provide construction materials testing, observation, and engineering services.

- Site Preparation and Earthwork Operations
 - Monitor earthwork cut and fill operations
 - Determine the moisture content and in-place dry density of engineered fill and backfill materials
 - Evaluate engineered fill and backfill materials

- Cast-in-Place Concrete and Flowable Fill
 - Perform field tests to verify the conformance of the plastic concrete and flowable fills
 - Determine the compressive breaking strength of concrete and flowable fill cylinders molded in the field

**FEES**

PSI proposes to accomplish the work on a unit price basis in accordance with the attached Project Estimate Sheet, and that the work will be performed pursuant to the PSI General Conditions. PSI has prepared the attached Project Estimate Sheet based on a review of the drawings dated April 25, 2024. Copies of the Project Estimate Sheet and General Conditions are enclosed herewith and incorporated into this proposal. Our fees would be determined by the actual amount of technical time expended for each project on a portal-to-portal basis. The quantity and frequency of testing will be performed as outlined in the project specifications at the request and direction of our client.

Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project except for that of PSI's employees. Job site safety will be the sole responsibility of others.

Under the scope of work covered by this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts. The term "continuous" as stated herein, shall mean the Technician/Inspector is on the site and in the general work area during the activity requiring observation and testing. We propose to perform the work on a unit rate basis in accordance with the attached Project Estimate Sheet. PSI's fees will be determined on the time and materials expended and the number of field and laboratory tests performed for this project. PSI's estimate assumes all work will be completed Monday through Friday between the hours of 7:00 a.m. to 6:00 p.m.

The total fee for our services is dependent on many factors, including duration of the project, actual hours worked, weather conditions, and subsurface conditions encountered. The above factors will also affect the amount of time that the Project Manager will be involved in the project. We understand that less than full-time services may be required at various times on this project. Accordingly, we will only charge for the actual services provided.

PSI will proceed with the work and will issue the daily materials testing and field observation reports after receipt of a signed copy of this proposal intact or a purchase order referencing this proposal by number and date. When returning this proposal, please complete the attached Project Data Sheet so that your file can be properly established.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of authorization. Prior to initiating our services, PSI should be provided a complete set of the construction plans and specifications.

PSI appreciates the opportunity to provide construction materials testing, observation and engineering services for your project and looks forward to working with you. PSI provides additional consulting services, which include environmental services, geotechnical engineering and consulting, roof consulting and inspection services, pavement and asphalt testing services and specialty engineering and testing.



The PSI Michigan offices and full-service laboratories are in Detroit, Plymouth, Lansing, Saginaw, and Macomb Township. If you have any questions, please feel free to call us at 248-528-1655 to discuss this proposal or any of the services listed above.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Prasan Manandhar
Staff Engineer/Project Manager

Kyle K. Erskine, E.I.T.
Branch Manager

Russell Bennett, P.E.
Principal Consultant

Attachments: Project Estimate Sheet, Remarks (pages 5 and 6 of 8)
General Conditions (pages 7 and 8 of 8)

PROPOSAL ACCEPTANCE:

AGREED TO, THIS	_____	DAY OF	_____	, 2024.
BY (please print):	_____			
TITLE:	_____			
COMPANY:	_____			
SIGNATURE:	_____			



PROJECT INFORMATION:

- 1. Project Name: _____
- 2. Project Location: _____
- 3. Your Job No: _____ Purchase Order No.: _____
- 4. Project Manager: _____ Telephone No.: _____
- 5. Site Contact: _____ Telephone No.: _____
- 6. Number and Distribution of Reports:

Name	Company	E-mail address

- 7. Invoicing Address: _____

 Attn: _____

- 8. Other Pertinent Information Or Previous Subsurface Information Available:



Project Estimate Sheet

Item Quoted: **Construction Materials Testing, Observation & Engineering Services**

Quoted to: **Fishbeck**

Project Information: **2024 Martin Retention Treatment Basin Improvements
St. Clair Shores, Macomb County, Michigan**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Totals</u>
Soils and Earthwork Observation and Testing				
Engineering Field Technician	3 Full Days	at up to 8 Hours	\$ 625.00	\$ 1,875.00
				\$ 1,875.00
Cast-in-Place Concrete and Flowable Fills				
Engineering Field Technician	6 Half Days	at up to 4 Hours	\$ 325.00	\$ 1,950.00
				\$ 1,950.00
Project Setup Fee				
	1 Lump Sum		\$ 200.00	\$ 200.00
				\$ 200.00
Laboratory Tests				
Moisture/Density Relationship (ASTM D1557)	1 Each	at	\$ 225.00	\$ 225.00
Sieve Analysis (ASTM C117, C136)	1 Each	at	\$ 110.00	\$ 110.00
Concrete Compressive Strength (ASTM C39)	30 Each	at	\$ 20.00	\$ 600.00
				\$ 935.00
		TOTAL		\$ 4,960.00



REMARKS

- All rates are billed on a *portal to portal* basis.
- Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 6:00 PM, and for all hours worked on Saturdays and Sundays. The overtime rate is 1.5 times the applicable hourly rate.
- PSI's 2024 Holiday Schedule is as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Holiday (Friday), Christmas Eve Holiday, Christmas Day. These days will be invoiced at the applicable holiday rate of 2.0 times the daily rate.
- A *minimum* charge of a half day applies to field testing and observation services.
- 24-hour notice is required for all scheduling. PSI will try to provide a technician when scheduled the same day but cannot guarantee that a technician will be available.
- Services and fees not listed on this schedule may be quoted on request.
- Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at the rate of one and one-half (1-1/2) percent for each month of delinquency.
- Less than 24-hour notice for laboratory testing may result in a "rush" charge of 1.5 times the regular rate.
- Please note that PSI reserves the right to withhold all reports until such time as we receive a signed Contract Acceptance Order or other written authorization to proceed with the work as outlined.
- Issuance of Final Reports is subject to full payment of outstanding invoices.



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

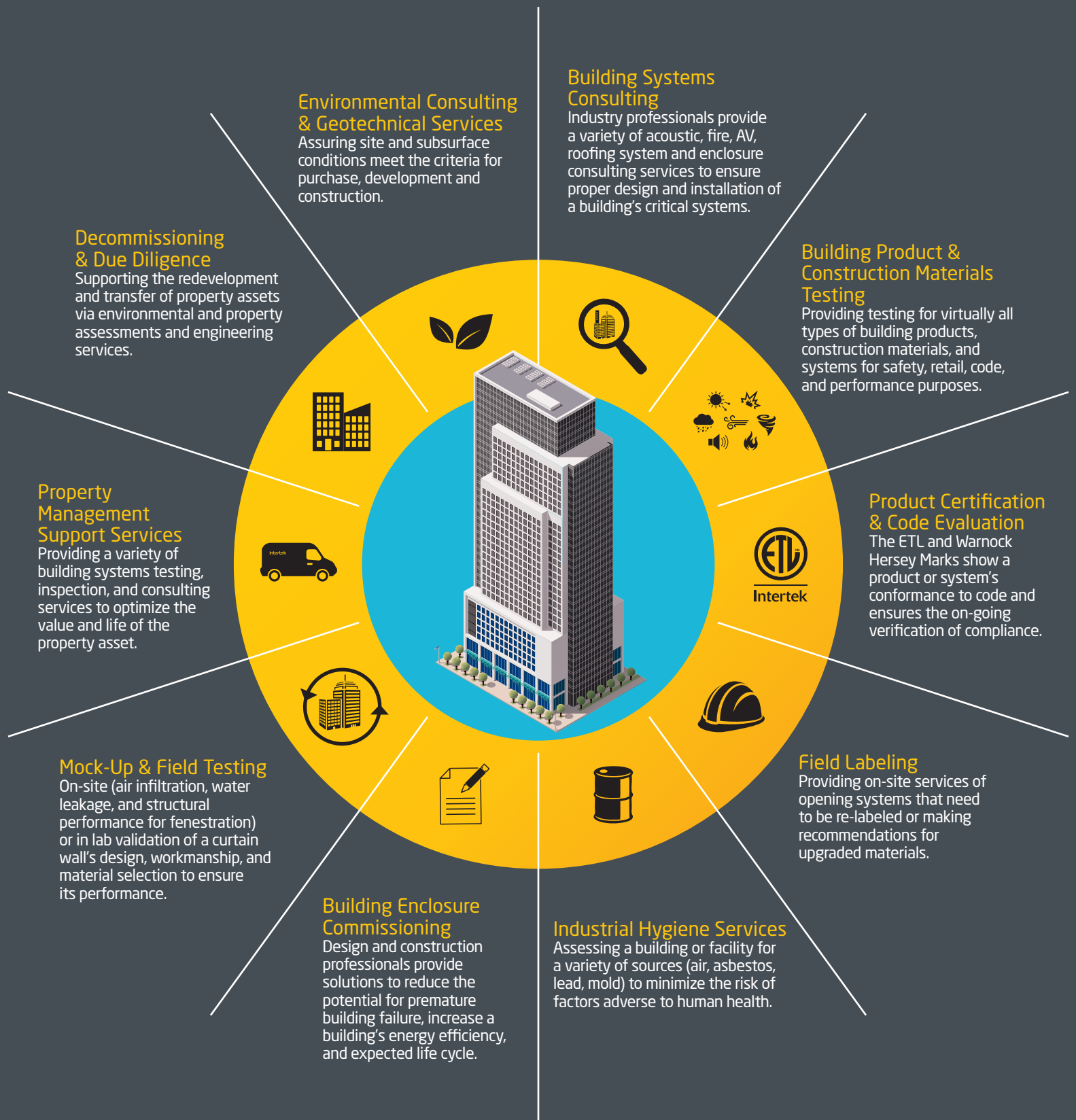
NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

A COMPLETE BUILDING SOLUTION

Everything you need from start to finish - Assurance, Testing, Inspection, and Certification



Environmental Consulting & Geotechnical Services
Assuring site and subsurface conditions meet the criteria for purchase, development and construction.

Building Systems Consulting
Industry professionals provide a variety of acoustic, fire, AV, roofing system and enclosure consulting services to ensure proper design and installation of a building's critical systems.

Building Product & Construction Materials Testing
Providing testing for virtually all types of building products, construction materials, and systems for safety, retail, code, and performance purposes.

Product Certification & Code Evaluation
The ETL and Warnock Hersey Marks show a product or system's conformance to code and ensures the on-going verification of compliance.

Field Labeling
Providing on-site services of opening systems that need to be re-labeled or making recommendations for upgraded materials.

Industrial Hygiene Services
Assessing a building or facility for a variety of sources (air, asbestos, lead, mold) to minimize the risk of factors adverse to human health.

Building Enclosure Commissioning
Design and construction professionals provide solutions to reduce the potential for premature building failure, increase a building's energy efficiency, and expected life cycle.

Mock-Up & Field Testing
On-site (air infiltration, water leakage, and structural performance for fenestration) or in lab validation of a curtain wall's design, workmanship, and material selection to ensure its performance.

Property Management Support Services
Providing a variety of building systems testing, inspection, and consulting services to optimize the value and life of the property asset.

Decommissioning & Due Diligence
Supporting the redevelopment and transfer of property assets via environmental and property assessments and engineering services.



The ever increasing challenges of designing, constructing, and maintaining a building can be difficult for any organization to navigate. From compliance to local and national codes, to ensuring an efficient design, to property management, Intertek-PSI's team of architects, engineers, scientists, and technicians understand firsthand the complexities of successfully constructing a commercial building. Our full suite of services give us unique insight into all phases of a project. Regardless of the project size or complexity, Intertek-PSI delivers engineering, consulting, and testing services to support site selection, design, construction, and property management.

As a leader in providing comprehensive solutions to industries around the globe, Intertek-PSI prides itself on bringing the expertise and services necessary for our clients to meet all of their needs across their entire operation. **Our Assurance, Testing, Inspection, and Certification (A.T.I.C.)** suite of services ensures that whatever your needs may be – assurance, testing, inspection, certification, or all of the above, that those needs will be met by Intertek-PSI.

-  800.WORLD.LAB
-  icenter@intertek.com
-  intertek.com/building



Site Selection

A diverse range of services from geotechnical investigations, due diligence, industrial hygiene, and site surveys, for your building environment.



Design Phase

Our expertise offers engineering, consulting, evaluation, and peer review to ensure a well designed project.



Building Product & Construction Materials

The most comprehensive suite of testing and certification services for construction materials and building products.



Construction Project

Vital services throughout the construction process including inspection, testing, monitoring, mock-ups, and consulting.



Building Maintenance

Evaluation of a building's condition through inspection and testing, investigation, and remediation plan development.



Decommissioning & Transfer

Services that expedite and ensure compliance of the transfer or decommissioning of property or building.

MARTIN SANITARY DIVERSION
07/23/2024 - 08/06/2024

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Martin Sanitary Diversion Drain	Chapter 20 Roseville - 78.09% St. Clair Shores - 21.91%	Astorino	DTE Energy	\$ 729.14	Invoice #24-460 - 07.18.24	Monthly Electric - 06.18.24 - 07.17.24	
		Astorino	IDEXX	\$ 635.17	Invoice #3155771614 - 07.10.24	Lab Supplies	
		Astorino	JCI Jones Chemicals	\$ 10,789.37	Invoice #945568 - 07.17.24	Hypochlorite Solution	
		Astorino	JCI Jones Chemicals	\$ 5,467.68	Invoice #946346 - 07.25.24	Hypochlorite Solution	
		Astorino	JCI Jones Chemicals	\$ 10,897.10	Invoice #946901 - 07.31.24	Hypochlorite Solution	
		Total			\$ 28,518.46		

YTD Budget

Fund: Martin Sanitary Diversion

As of Fiscal Period: Oct 1, 2023-July 31, 2024 (83%)

DESCRIPTION	2024 FINAL BUDGET	ENCUMBERED	ACTUAL	REMAINING BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
Investment Inc-Interest	28,000		23,731	4,269	84.8%
Reimb-Local Communities	1,113,520		1,113,520	-	100.0%
Federal Earmark	1,000,000			1,000,000	0.0%
PY Revenue-Fund Balance	1,188,490			1,188,490	0.0%
<i>Total Revenue Accounts</i>	3,330,010	-	1,137,251	2,192,759	34.2%
EXPENSE ACCOUNTS					
Application/Permit Fee	6,000		6,000	-	100.0%
Dues, Training, Conf, Subs.	3,380		820	2,560	24.3%
<u>Engineering</u>					
-Martin Improvement Project	2,402,210		23,876	2,378,334	1.0%
-Martin Electrical Improvements	309,000			309,000	0.0%
-As Needed Engineering	57,000		118	56,882	0.2%
-USACE Green Infrastructure Project(Reserves)	-		100,000	(100,000)	100.0%
-Misc Sewer Repairs	20,000			20,000	0.0%
Equipment	6,850		6,621	229	96.7%
Operating Supplies	72,280		56,072	16,208	77.6%
Other Professional Srvcs	12,200		5,417	6,783	44.4%
Personnel Services	242,930			242,930	0.0%
Repair & Maintenance	134,800		32,792	102,008	24.3%
Contribution to SCADA Reserve	5,810			5,810	0.0%
Scada System	11,410		4,131	7,279	36.2%
Utilities	46,140		11,507	34,633	24.9%
<i>Total Expense Accounts</i>	3,330,010	-	247,354	3,082,656	7.4%

	O&M Balance 9/30/2023	O&M	Total 7/31/2024
Cash - Operating	1,915,814	889,897	2,805,711
Assets			0
Liabilities			0
Revenues		1,137,251	1,137,251
Expenditures		247,354	247,354
Equity	1,915,814		2,805,711

Detail of 2023 Equity

Misc Sewer Repairs	20,000
USACE Green Infrastructure Project	100,000
SCADA Reserves	-
As Needed Engineering	27,000
Martin Improvement Project	1,042,529
Capital Reserve	726,285