

Sump Intercounty Drain
Regular Meeting – Wednesday October 14, 2020

Sump Intercounty Drain Board
October 14, 2020

Agenda Item No. 2

Elect a Secretary

Agenda Item No. 3

Approve Agenda for October 14, 2020 meeting

AGENDA

Sump Intercounty Drain Drainage Board Oakland, Washtenaw, and Wayne Counties

9:30 A.M. Wednesday, October 14, 2020
Via GoToMeeting

1. Call meeting to order and introduce Board Members

Board Members

Michael Gregg, Chair, Michigan Department of Agriculture & Rural Development
Jim Nash, Oakland County Water Resources Commissioner
Evan Pratt, P.E., Washtenaw County Water Resources Commissioner
Elmeka Steele, Wayne County Drain Commissioner

2. Motion to Elect a Secretary
3. Motion to Approve the Agenda for October 14, 2020
4. Motion to Approve the October 2, 2019 Meeting Minutes
5. Public Comment
6. Division A Project Update
 - a. Final Payment Memorandum
 - b. Motion to Approve Change Order No. 2 for Chevrette Gradall Service for a net decrease in the amount of \$1,268 and Final Payment to the Contractor in the amount of \$14,623.60, including retainage, and accept Division A project operation and maintenance
 - c. Motion to authorize the Secretary to sign the EGLE permit completion document
7. Division B Project Update
 - a. Present letter from Spicer Group regarding the completion of Division B work
 - b. Motion to accept Division B project for operation and maintenance
8. Present Trial Balance
9. Present for approval Washtenaw County invoice no. 2020001 in the amount of \$1,130.49
10. Update on the Road Commission culvert replacements under Eight Mile Road
11. Other Business
12. Confirm the date, time and location of the next meeting:
13. Adjourn

October 14, 2020 Sump ICD board meeting
Wed, Oct 14, 2020 9:30 AM - 11:30 AM (EDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/888757413>

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Access Code: 888-757-413

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 888 757 413

Or dial directly: 888757413@67.217.95.2 or 67.217.95.2##888757413

Agenda Item No. 4

Board Meeting Minutes from October 2, 2019

Minutes of the Meeting
of the Intercounty Drainage Board for the
Sump Drain

October 2, 2019

A meeting of the Drainage Board for the Sump Intercounty Drain was held at the Lyon Township Offices, 58000 Grand River Avenue, New Hudson, Michigan on October 2, 2019. The meeting was called to order by the Chairperson at 2:01 p.m.

Present: Mike Gregg, Chairperson, Michigan Department of Agriculture and Rural Development; Evan Pratt, Member, Washtenaw County Water Resources Commissioner; Patrick Cullen, Member, Interim Deputy Wayne County Drain Commissioner; and Steven Korth on behalf of Jim Nash, Member, Oakland County Water Resources Commissioner.

Also Present: Representing the office of the Oakland County Water Resources Commissioner: Glenn Appel. Others in attendance: Steve Roznowski and Rodney Velez (Spicer Group); Leslie Zawada (Lyon Township).

It was moved by Mr. Cullen, supported by Mr. Pratt, to have Oakland County serve as Secretary for the meeting.

Adopted: YEAS – 3
NAYS – 0

Steven Korth of Oakland County stated a Trial Balance was not provided in time to present to the Board and requested to remove that item. Mr. Korth also requested to add invoices from Fahey Schultz and Spicer Group to the agenda for Board approval. Mr. Pratt suggested to add 7a to the agenda to make a motion after the presentation of the award to handle procedures for implementing the contract. It was moved by Mr. Pratt, supported by Mr. Cullen, to approve the amended October 2, 2019 agenda.

Adopted: YEAS – 3
NAYS – 0

Chairperson Gregg asked if there were any public comments. There were none.

It was moved by Mr. Pratt, supported by Mr. Korth, to approve the July 10, 2019 minutes as presented.

Adopted: YEAS – 3
NAYS – 0

Mr. Korth presented the following invoices for Board approval:

a) Fahey Schultz Burzych Rhodes

1) June 6, 2019	Invoice No. 47834	\$3,159.00
2) August 9, 2019	Invoice No. 48768	\$2,696.78
3) September 10, 2019	Invoice No. 49227	\$2,255.80

Chairperson Gregg stated that these invoices are reimbursable by the developers as they have funds on deposit. It was moved by Mr. Pratt, supported by Mr. Cullen, to approve payment of invoices for Fahey Schultz as presented.

Adopted: YEAS – 3
NAYS – 0

b) Spicer Group

August 21, 2019 Invoice No. 197636 \$24,029.47

It was moved by Mr. Cullen, supported by Mr. Pratt, to approve payment of invoice for Spicer Group as presented.

Adopted: YEAS – 3
NAYS – 0

Chairperson Gregg presented a letter dated August 9, 2019 from Spicer Group regarding the bids received on Tuesday, August 6, 2019 for the Sump Intercounty Drain – Division A project recommending the Board award Chevrette Gradall Service for an amount not to exceed \$89,832. Rodney Velez from Spicer Group stated that the contractor is tentatively planning construction this fall after approval from the Board. It was moved by Mr. Pratt, supported by Mr. Cullen, to accept the recommendation from Spicer Group to proceed to enter into a contract with Chevrette Gradall Service in the amount of \$89,832 and to authorize the secretary to execute the contract on behalf of the Board.

Adopted: YEAS – 3
NAYS – 0

Chairperson Gregg asked about next steps. Mr. Pratt recommended the Board make a motion to authorize the secretary handle the notice to proceed, the scheduling of the preconstruction meeting and administer the contract and authorize to pay units as expressed in the contract. Change Orders and Construction Pay Applications would be presented to the Board for approval. It was moved by Mr. Pratt, supported by Mr. Cullen, to authorize the secretary to oversee the construction process for both Division A and Division B construction projects for items such as the preconstruction meeting, the notice to proceed, progress payments (subject to change orders or unusual decisions that would come back to the Board), progress reports, coordination with the Department of Natural Resources and communications that would be sent to Board members.

Adopted: YEAS – 3
NAYS – 0

There was discussion regarding the status of Division A and Division B projects. A date to start Division A has not been determined but the project is expected to commence this fall. The Division B project is expected to commence next month. A notice to residents along the construction route is needed as Eight Mile Road will be closed. Lyon Township still needs items from the developer before this work starts. Pamar is expected to be the contractor.

Coordination with the Road Commission for Oakland County (RCOC) is still needed for storm drain crossings of Eight Mile Road. Existing catch basins and storm drain must be replaced and tied into the new drain. Mr. Appel will coordinate with RCOC and it is expected that RCOC will do the crossings at the same time Eight Mile Road is closed this fall.

There was discussion regarding the developer using the existing drain easements for this project. Oakland County staff will follow up with legal counsel and the agreement could be amended if necessary.

There was discussion regarding a Soil Erosion and Sedimentation Control permit for this project. Through a resolution, an Intercounty Drain Drainage Board can authorize that compliance with Part 91 be extended to each County as an agent of the Drainage District. The Drainage District would be responsible for any costs of enforcement.

Mr. Pratt moved to authorize the Chair to draft a resolution for the respective counties regarding compliance with Part 91.

Adopted: YEAS – 3
NAYS – 0

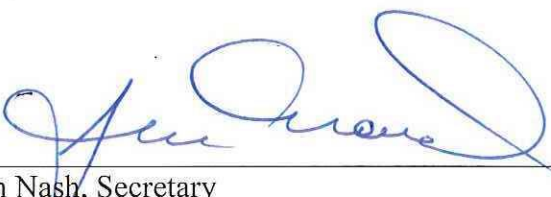
It was noted to require the contractor to submit Stormwater Operator coverage to the Drainage District.

Steve Roznowski of Spicer Group updated the Board on the status of the EGLE permit submittal. There were two crossings that needed a permit; a culvert crossing and a bridge crossing. Clarification is needed by EGLE regarding the culvert size under Napier Road. A permit from Wayne County for the Napier Road culvert is still needed.

The next meeting of the Sump Intercounty Drainage Board will be determined as the need for approval of construction related issues arise.

A motion was made by Mr. Pratt, supported by Mr. Cullen, to adjourn the October 2, 2019, Sump Intercounty Drain Drainage Board meeting at 2:50 p.m.

Adopted: YEAS – 3
NAYS – 0

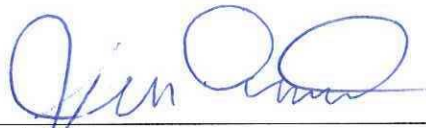


Jim Nash, Secretary
Sump Intercounty Drain Drainage Board

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of the Sump Intercounty Drain Drainage Board, at a meeting held on the 2nd day of October, 2019, and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976 and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 3rd day of January, 2020.



Jim Nash, Secretary
Sump Intercounty Drain Drainage Board

Agenda Item No. 5

Public Comment

Agenda Item No. 6

Division A Project Update

**OAKLAND COUNTY
DRAIN COMMISSIONER**

MEMORANDUM

TO: Sump Drain Intercounty Drainage Board

FROM: Glenn R. Appel, P.E., Chief Engineer

SUBJECT: Final Payment for Sump Drain, Division A

DATE: October 14, 2020

Construction of the Sump Drain, Division A has been completed in accordance with the requirements of the Contract Documents. All complaints have been resolved. The Contractor, Chevrette Gradall Service, has requested Final Payment.

Attached are the following:

1. Request for Final Payment, dated 9/21/2020.
2. Contractor's Declaration, dated 9/21/2020.
3. Contractor's Affidavit, dated 9/21/2020.
4. Consent of Surety to Final Payment, dated 9/23/2020.
5. Full Unconditional Waiver of Lien from Northern Concrete Pipe, Inc., dated 9/21/2020.
6. A copy of the Maintenance and Guarantee Bond, dated 2/18/2020.
7. Change Order No. 2 for MDNR fence and final quantities adjustment, dated Sept. 10, 2020.
8. Final Payment form, dated 9/11/2020.

It is my recommendation that Change Order No. 2, for a net deduct of \$1,268.00 be approved and Final Payment in the amount of \$14,623.60, including retainage, be issued to Chevrette Gradall Service.

Glenn R. Appel, P.E.
Chief Engineer

Invoice number 09212020

CHEVRETTE GRADALL

SERVICE

438 W. RAUCH RD, TEMPERANCE, MI 48182

MICHAEL (734) 368-0983

September, 21st 2020

Attn: Bill Becker, intercounty board for Sump Drain

Sump Drain

Project number 123555SG2016

Request for payment #4

Final payment request

Final Payment due of \$14,623.60

Jim Nash, Oakland County Water Resources Commissioner
SUMP INTERCOUNTY DRAIN
Oakland, Wayne and Washtenaw Counties, Michigan

Final Construction Payment

July 14, 2020 to Sept. 11, 2020

Department No.: 6010101
Fund No.: 25325
Project No.: 10000002486

Account No.: 730373
Program No.: 149015
Activity: FAC

Contractor:

Chevrette Gradall Services, Inc.
438 Rauch Road
Temperance, Michigan 48182

Date of Contract: March 2, 2020
Completion Date: July 31, 2020
Extended to: Sept. 30, 2020

Original Contract Amount:	\$89,832.00	✓
Previous Change Orders: Numbers: 1	\$0.00	
Change Orders This Payment: Number: 2	(\$1,268.00)	
Total Net Change Orders: (No further authorization on this Contract)	(\$1,268.00)	
Final Adjusted Contract Amount:	\$88,564.00	✓
Final Sub-Total: (Sheet 3 of 3 Column 7)	\$88,564.00	
Final Amount Allowed:	\$88,564.00	
Less Previous Estimates:	\$73,940.40	✓
Final Payment Request To Be Paid To Contractor:	\$10,132.00	✓
Final Reserve Payment to Contractor	\$4,491.60	
Balance of Contract	✓ \$0.00	Accounting Auditor: <i>jlb</i>
Amount To Be Reserved	\$0.00	
Less Previous Transfers To Reserve:	\$4,491.60	✓
Amount of Current Transfer:	(\$4,491.60)	

Prepared by: *SKTB*
Consulting Engineer – Steven Roznowski, P.E., Spicer Group

Date: *9/21/2020*

Approved by: *Glenn Appel*
Chief Engineer – Glenn R. Appel, P.E.
Oakland County Water Resources Commissioner's Office

Date: *9/29/2020*

Final Construction Payment Approved By Drainage Board On:

Date: _____

Jim Nash, Oakland County Water Resources Commissioner
Sump Intercounty Drain
Final Payment
Oakland, Wayne and Washtenaw Counties, Michigan

Final Construction Payment		(1)	(2)	(3)	(4)	(5)	(6)	(7)
Contract Item		Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date
1	Hand Clearing (approximately 2,500 linear feet)	1	Lump Sum	6,000.00	0.0	1.0	1.0	\$6,000.00
2	Site Clearing	1	Lump Sum	12,000.00	0.0	1.0	1.0	\$12,000.00
3	Open Channel Excavation (2H:1V - Both Banks, 6' Bottom)	1,201	Lin. Ft.	4.00	0.0	1201.0	1201.0	\$4,804.00
4	Spoil Leveling - One Side	1,201	Lin. Ft.	1.00	0.0	1201.0	1201.0	\$1,201.00
5	Spoil Leveling (8' Wide Path) - One Side	1,326	Lin. Ft.	2.00	0.0	1326.0	1326.0	\$2,652.00
6	Open Channel Excavation (2H:1V - Both Banks, 4' Bottom)	1,326	Lin. Ft.	4.00	0.0	1326.0	1326.0	\$5,304.00
7	Cleanup and Restoration	1	Lump Sum	1,500.00	1.0	0.0	1.0	\$1,500.00
8	Wooden Footbridge	1	Lump Sum	3,000.00	1.0	0.0	1.0	\$3,000.00
9	76"x48" E.R.C.P.	40	Lin. Ft.	525.00	0.0	40.0	40.0	\$21,000.00
10	76"x48" E.R.C.P.	40	Lin. Ft.	525.00	0.0	40.0	40.0	\$21,000.00
11	6" & 8" Field Tile Outlet Repair	3	Each	300.00	3.0	0.0	0.0	\$0.00
12	Plain Riprap Splash Pad	3	Each	100.00	0.0	3.0	3.0	\$300.00
13	Miscellaneous Riprap	200	Sq. Yds.	30.00	80.0	0.0	80.0	\$2,400.00
14	Seeding and Mulching	1	Lump Sum	4,171.00	0.0	1.0	1.0	\$4,171.00

Change Orders:

1	Extend Construction Time	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2A	Install Fence at MDNR Maybury State Park	Lump	Sum	\$ 3,232.00	100%	0%	100%	\$3,232.00
2B	Final Quantities Adjustment	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Sub-Total-Change Orders

\$3,232.00

Stored Material:

							0.0	\$0.00

SUB-TOTAL (Bid Items):

\$85,332.00

SUB-TOTAL (Change Orders):

\$3,232.00

SUB-TOTAL (Stored Material):

\$0.00

SUB-TOTAL TO DATE**\$88,564.00****Deductions:**

							0.0	\$0.00

SUB-TOTAL (Deductions):

\$0.00

CONTRACTOR'S DECLARATION

The undersigned, on behalf of Chevette Bradull ("Contractor"), hereby declares that Contractor has not, during the period commencing with the start of the Work which is the subject of the Contract defined below to Sept 21, A.D., 2020, performed any Work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which Contractor shall ask, demand, sue for, or claim compensation from the Oakland County Water Resources Commissioner, County Agency for the County of Oakland County or Sump intercounty Drainage District [strike one] ("Owner"), or its agents, in addition to the original scope of Work specified in the Contract numbered 1235556²⁰¹⁶ and dated 3-3, A.D., 2020 between Contractor and Owner, and in the Change Orders for additional or extra Work issued by the Owner, in writing, as provided thereunder and/or extension of time, except as set forth on the itemized statement attached hereto.

There ☐ is ☒ not an itemized statement attached.

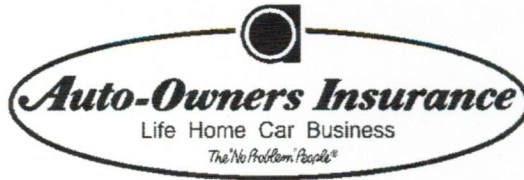
Date: 9-21-2020



(Contractor)

By: Michael Chevette

Title owner



CONSENT OF SURETY

BOND NUMBER: 66337005

PRINCIPAL: MICHAEL CHEVRETTE DBA CHEVRETTE GRADALL SERVICE

OBLIGEE: SUMP INTERCOUNTY DRAIN DRAINAGE DISTRICT

PROJECT NAME: DITCH CLEARING, CLEANING & GRADING

CONTRACT DATED: 10/04/2019

The Auto-Owners Insurance Company, hereby consents to:
FINAL PAYMENT.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements, or warranties of the above-mentioned bond or contract.

Signed and dated on
9/23/20

Auto-Owners Insurance Company
Surety Company

By:

Heather R. Gotts, Attorney-in-Fact



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. **66337005**

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint HEATHER R GOTTS

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires March 10, 2022

Susan E. Theisen

Susan E. Theisen

Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 23RD day of SEPTEMBER, 2020



William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

Northern Concrete Pipe, Inc.

401 Kelton Street, Bay City, Michigan 48706
(800) 222-9918 (989) 892-3545 FAX (989) 892-4695

5281 Lansing Road, Charlotte, Michigan 48813
(800) 874-9701 (517) 645-2777 FAX (517) 645-7774

FULL UNCONDITIONAL WAIVER OF LIEN

FOR A VALUABLE CONSIDERATION, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive release and relinquish any and all claims or right of lien which the undersigned now have upon the premises known and described as, **SUMP INTERCOUNTY DRAIN, NORTHVILLE MI**, for material to be furnished, in the construction or alteration upon said premises, to **MIKE CHEVERETTE**.

NORTHERN CONCRETE PIPE, INC.

By Sandra Reid
Sandra Reid, Credit Manager
(989) 892-3545, Ext #111
sandra@ncp-inc.com

Signed on: September 21, 2020

Orig

Cc cheverettegradall@gmail.com

BOND NO. 166337005

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that Michel Chevrette dba Chevrette Gravel Service ("Contractor"), as Principal, and Auto Owners Insurance Company ("Surety"), as Surety, are held and firmly bound unto the Sump Intercounty Drain Drainage District, by and through its Drainage Board, pursuant Chapters 5, 6, and 8 of the Public Act 40 of the Public Acts of 1956, as amended, (hereinafter, called the "Owner"), in the sum of eighty nine thousand eight hundred thirty two + no/100 Dollars (\$ 89,832.00), good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of February, A.D., 20 20.

WHEREAS, Contractor has entered into a certain contract with the Sump Intercounty Drain Drainage District, by and through its Drainage Board, pursuant Chapters 5, 6, and 8 of the Public Act 40 of the Public Acts of 1956, as amended,, dated the 4th day of October, A.D., 20 19,
3rd March 20 GR
(hereinafter called the "Contract") for the construction of the Sump Intercounty Drain (the "Project") which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS the improvements to be constructed under the Contract are located in the Counties of Oakland, Washtenaw, and Wayne, and shall be operated and maintained by Owner;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that Contractor has covenanted to the Owner that for a period of two (2) years from the date of final acceptance of the Project, to keep in good order and repair any defect in all the work performed or materials supplied by either the Contractor, its sub-contractors, or its material suppliers on the Project, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections or nonconformities, all without expense to

the Owner, excepting only such part or parts of said work as may have been disturbed without consent or approval of the Contractor after the final acceptance of the Project.

Whenever directed to do so by the Owner, by notice served in writing, either personally or by mail, on the Contractor at 438 W. Rauch Rd. Temperance, MI 48182, or its legal representatives, or successors or the Surety at PO Box 30660 Lansing MI 48909, Contractor will proceed at once to make such repairs as directed by the Owner and if Contractor fails to do so within one (1) week from the date of service of such notice, then Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from the Contractor or the Surety. If any repair must be made at once to protect life and property, then and in that case, Owner may take any immediate steps to repair, barricade defects or other action, without notice to the Contractor. In such accounting, Owner shall not be held to obtain the lowest cost to perform the work, or any part thereof, but all sums actually paid therefor shall be charged to the Contractor or Surety. In this regard, the Owner's judgment is final and conclusive.

In addition to the foregoing, Contractor shall, for a period of two (2) years from the date of final acceptance, keep said work so constructed in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of the Contractor after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the Owner for any expense incurred by making such repairs, should the Contractor or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and hold harmless the Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Contractor, its servants, agents, or employees, in the prosecution of the work, and from any and all claims arising under the Workers' Compensation Act of

the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this 18th day of February, 2020.

WITNESSES:

PRINCIPAL

[Signature] (Seal)

Michael Chevrette (Seal)

438 W. Rauch Rd
Temperance, MI 48182
Mailing Address

SURETY

[Signature]
Heather Gotts (Seal)

Auto-Owners Insurance Company
PO Box 30660 Lansing MI 48909
Mailing Address



Signed, Sealed, and Delivered in
the Presence Of:

Bonds Current in Form:

_____ (Attorney)

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
COUNTY OF Monroe) ss

The undersigned, Michael Cherrette hereby represents that on Oct 1 2019
it was awarded a Contract by Sump intercounty Drain Drainage Board,
hereinafter called the Owner, to _____, in
accordance with the terms and conditions of Contract No. 1; and the undersigned further
represents that the subject Work has been accomplished and the Contract has been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by reason of
the Contract has been fully or satisfactorily secured, and that all claims from Subcontractors and
others for labor and material used in accomplishing the Project, as well as all other claims
arising from the performance of the Contract, have been fully paid or satisfactorily secured. The
undersigned further warrants that if any such claim should hereafter arise, it shall assume
responsibility for the same immediately upon Owner's request.

The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, does
further hereby waive, release and relinquish any and all legal and equitable claims or lien rights
which the undersigned now has or may hereafter acquire upon the subject premises for labor
and material used and services or work performed in completing the Owner's project.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this 21
day of September, 2020



(Contractor)

By: Michael Cherrette

Title owner

Subscribed and sworn to before me, a Notary Public
in and for _____, County, Michigan, on
this _____ day of _____, 20 ____.

Notary Public
My Commission Expires: _____

CHANGE ORDER NO. 2

Jim Nash, Oakland County Water Resources Commissioner, Secretary for the Sump Intercounty Drainage Board
 For construction of the Sump Intercounty Drain
 Located in Oakland, Wayne & Washtenaw Counties, Michigan

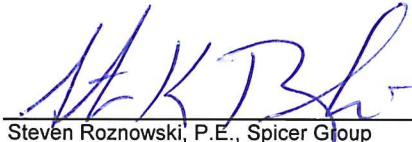
CONTRACTOR: Chevrette Gradall Service
 Address: 438 W. Rauch Road
Temperance, Michigan 48182

Authorization for Extras to and Changes In Contract

Change Order No: 2 Date: Sept. 10, 2020

Auth No.	Location-Description-Reason	Unit Used	Est. Quant.	Unit Price	Amount Increase	Amount Decrease
	LOCATION: South of 8 Mile Road, East of Napier Road, Station 25+40, Sheet No. 5 of Plans.					
	DESCRIPTION: Extra Add A. Provide equipment, labor and materials to install fence across open channel.	Lump	Sum	\$3,232.00	\$3,232.00	N/A
	REASON: The Contractor removed an old farm fence that was across the open channel to gain access to the work. After completion of the open channel work, the MDNR requested that a fence be installed across the open channel to prevent trespassing in the MDNR Park. The Contractor's cost to install the fence has been reviewed by WRC engineering staff and determined to be fair and reasonable. See attached quotation dated Sept. 8, 2020 from Chevrette Gradall Services, Inc.					
	LOCATION: B. All locations, entire contract Change					
	6" & 8" Field Tile Outlet Repair (Bid Item No. 11)	Each	-3	\$300.00	-	\$900.00
	Miscellaneous Riprap (Bid Item No. 13)	SQ. YDS.	-120	\$30.00	-	\$3,600.00
	REASON To adjust bid quantities to reflect as-built quantities and determine final contract amount.					
Totals					\$3,232.00	\$4,500.00
Net Decrease					---	\$1,268.00

Recommended by:
Consulting Engineer –


Steven Roznowski, P.E., Spicer Group

Date:

9/21/2020

Approved by:
Chief Engineer –


Glenn R. Appel, P.E.
Oakland County Water Resources Commissioner's Office

Date:

9/29/2020

The Contractor agrees to do the work described above and agrees to accept payment in full on the basis indicated.

Accepted by:


Michael Chevrette, Owner

Date:

9-21-2020

of:

Chevrette Gradall Service

This Change Order was approved by the Drainage Board on:

Date:

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Change Order No. 2 Quotation

From: Roznowski, Steven K. <stever@spicergroup.com>
Sent: Tuesday, September 08, 2020 11:21 AM
To: Appel, Glenn R <appelg@oakgov.com>
Cc: Gregg, Michael (MDARD) <greggm@michigan.gov>; Korth, Steven A <korths@oakgov.com>; Becker, William J. <williamb@spicergroup.com>; Velez, Rodney A. <rodneyv@spicergroup.com>
Subject: RE: Sump Drain/MDNR property fence

Good morning Glenn,

Attached, please find a marked-up version of your sketch. These markups are based upon our meeting with the contractor. He proposes to use stainless steel bolts to fasten the horizontal posts to the vertical posts. Also, he was not able to obtain 1-1/2" posts, so he suggested using 1-3/8" instead. Lastly, he provided two prices, one with concreting the vertical posts, and one without:

Without concrete in post holes: \$3,232

With concrete in post holes: \$5,132

As we have discussed, the cost for this would be an extra on Chevrette's contract, as contractors are not generally required or allowed to install fences through open drains. Please let us know how you would like to proceed. Michael Chevrette has indicated he would like to complete this work this week, if possible. Thanks,

Steve Roznowski, P.E. | Project Manager
SPICER GROUP, INC.
Office: 734-823-3308 | Cell: 989-415-3317



Michigan Department of Environmental Quality
Water Resources Division

NOTICE OF COMPLETION

I hereby give notice to the Michigan Department of Environmental Quality that the project, which was permitted under applicable statute provisions, has been completed.

PERMIT NUMBER	COUNTY
PROJECT COMPLETION DATE	AREA CODE AND TELEPHONE NUMBER
PERMITTEE'S SIGNATURE	

Noncompliance with reporting requirements may result in monetary penalty. Completion of this form is required under the authority of the applicable parts of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Rev. 3/2017

Agenda Item No. 7

Division B Project Update



October 6, 2020

Michael Gregg
Michigan Department of Agriculture & Rural Development
525 West Allegan Street
P.O. Box 30017
Lansing, MI 48909

RE: Sump Intercounty Drain – Division B
Acceptance of Work

Mr. Gregg:

Spicer Group has inspected the work completed by Pamar Enterprises on the enclosed storm sewer portion of the Sump Intercounty Drain project (Division B). Our inspection included visual observation and elevation measurements during the installation of storm sewer, manholes, and catchbasins. Based upon our inspection, the storm sewer, manholes, and catchbasins were installed in accordance with the plans and specifications prepared by Spicer Group. We recommend that the installed storm sewer be accepted by the Sump Intercounty Drain Drainage Board.

Please note that at this time, final grading and restoration has not been completed for all properties within Division B, due in part to the ongoing utility work associated with the Section 36 development project north of 8 Mile Road. Since work is ongoing, we recommend that the Board continue to coordinate with the soil erosion and sedimentation control agencies in Oakland, Washtenaw, and Wayne Counties to ensure that continued work does not cause sedimentation or otherwise negatively impact the drain. If concerns arise regarding sediment accumulation in the drain, televising and/or cleaning may be necessary.

Enclosed with this letter is a compilation of our records related to both Divisions A and B on the recent construction project on the Sump Intercounty Drain. These records include as-built drawings, daily inspection reports, and other pertinent documentation. If you have questions or require any further assistance, please feel free to contact me.

Sincerely,



Steve Roznowski, P.E.
Project Manager

SPICER GROUP, INC.

Cell: (989) 415-3317

mailto: stever@spicergroup.com

Encl: Construction Administration Report

L:\proj2016\123555SG2016 - Sump Intercounty Drain\Construction Administration\CO_PP\Sump_Division_B_Acceptance.docx

Agenda Item No. 8

Trial Balance

Agenda Item No. 9

Invoice



Catherine McClary, CPFO, CPFIM
Washtenaw County Treasurer
200 N Main St, Suite 200
PO Box 8645
Ann Arbor MI, 48107-8645

734-222-6600
taxes@washtenaw.org

General Invoice

Customer Copy

25325 - 155020 - 730646

Stevn Korth

September 22, 2020

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
OAKLAND COUNTY	09/18/2020	2020001	\$0.00	12/31/2020	\$1,130.49		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
Drains Special Assessment - 8294	1.00	\$1130.4900	EACH	\$1,130.49	\$0.00	\$0.00	\$1,130.49
2020 Special Assessment InterCounty Sump Drain - 8294							
				Invoice Total:			\$1,130.49



Catherine McClary, CPFO, CPFIM
Washtenaw County Treasurer
200 N Main St, Suite 200
PO Box 8645
Ann Arbor MI, 48107-8645

734-222-6600
taxes@washtenaw.org

General Invoice

Remit Portion

Invoice Date	09/18/2020
Invoice Number	2020001
Customer Number	5521
Amount Paid	
Due Date	12/31/2020
Invoice Total Due	\$1,130.49

OAKLAND COUNTY
EXECUTIVE OFFICE BLDG - 41
WEST
2100 PONTIAC LAKE RD
WATERFORD, MI 48328

Please note your invoice number on your
payment.

00000182020602020001000001130491

Agenda Item No. 10

Update on Road Commission
Culvert Replacements

Agenda Item No. 11

Other Business

Agenda Item No. 12

Next Meeting

Agenda Item No. 13

Adjourn