

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Rescheduled City Council Meeting Agenda**  
**Monday, September 10, 2018**  
**7:00 p.m.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
  
6. PRESENTATION           A. Proclamation: Great Lakes Region Champions
  
7. APPOINTMENT           A. Representative: Healthy Communities
  1. Memorandum of Understanding – Beaumont
  2. City Council Excerpt 08/02/18
  
8. MINUTES                A. Council 08/20/18  
                              B. Planning Commission 04/24/18  
                              C. Beautification Commission 07/11/18
  
9. PUBLIC HEARINGS      A. Fence Variances: Andrew and Sandra Spina, 1985 Severn Rd
  1. Letter 08/03/18 – Andrew and Sandra Spina
  2. Application for Fence 07/27/18
  3. Site Plan
  4. Fence Style
  5. Memo 09/04/18 – Building Inspector
  6. Memo 08/29/18 – Director of Public Services
  7. Affidavit of Property Owners Notified/Notice
  8. Aerial View (2)  
                              B. Fence Variances: Peter and Pat Gast, 2040 Fleetwood
  1. Letter 06/22/18 – Peter and Pat Gast
  2. Letter 06/22/18 – Peter and Pat Gast
  3. Photos (3)
  4. Application for Fence 05/07/18
  5. Mortgage Survey 12/30/91
  6. Photo (1)
  7. Letter 05/07/18 – Neighbors (3)
  8. Memo 08/28/18 – Building Inspector
  9. Application for Fence Permit 06/08/92
  10. Plot Plan
  11. Photos (4)
  12. Memo 08/28/18 – Director of Public Services
  13. Affidavit of Property Owners Notified/Notice
  14. Aerial Views (2)

10. COMMUNICATIONS

- A. Great Lakes Water Authority (GLWA) – Challenge to MDEQ’s Copper and Lead Rules
  - 1. Memo 08/30/18 – City Administrator
  - 2. Memo 08/28/18 – Member Outreach (GLWA) – Lead & Copper Rule Update & Concurrence Form
  - 3. Concurrence with Petitioners’ Request for Declaratory Ruling Re: MDEQ’s Lead and Copper Rules
  - 4. Letter 08/13/18 – Miller Canfield
  - 5. MDEQ – Request for Declaratory Ruling
- B. Water Meter and Transponder Fees
  - 1. Memo 09/10/18 – Treasurer/Comptroller
  - 2. Meter Downsizing Fee Analysis 01/01/18 – 08/23/18
- C. Proposed Fee Schedule Updates
  - 1. Memo 08/22/18 – Director of Public Services
  - 2. Fee Schedule by Department 08/23/18 – Page 3
- D. Proposed Fee Schedule Updates
  - 1. Memo 09/10/18 – Treasurer/Comptroller
  - 2. Fee Schedule by Department 07/16/18 – Page 1
- E. Water Billing Penalty Waiver
  - 1. Memo 09/10/18 – Treasurer/Comptroller
- F. Purchase/Budget Transfer: Technology for Lock-Up & Dispatch
  - 1. Memo 08/30/18 – City Administrator
  - 2. Quote 12796 08/29/18 – Abel Electronics
  - 3. Quote 12911 08/29/18 – Abel Electronics
- G. Resignation: Eric Reiter, Planning Commission

11. BIDS/PROPOSALS/  
CONTRACTS

- A. Lake Front Park Boardwalk Repairs
  - 1. Memo 08/22/18 – Director of Public Services
  - 2. City Council Excerpts 08/13/18, 08/20/18
- B. 2018 CDBG Subrecipient Agreement
  - 1. Memo 09/04/18 – City Administrator
  - 2. Agreement
  - 3. Certificate of Liability Insurance

12. PROCLAMATION

- A. Grosse Pointe Woods/Shores Little League

13. CLAIMS/ACCOUNTS

- A. Plumbing/Mechanical Inspections
  - 1. McKenna Invoice No. 21849-2 08/13/18 - \$960.00
- B. Telecommunications Attorney
  - 1. Kitch Drutchas Wagner Valitutti & Sherbrook Invoice No. 432228 07/31/18 - \$1,500.00
- C. Department of Public Safety Renovations
  - 1. Cross Renovation Invoice No. 4 08/20/18 - \$45,624.69
  - 2. Application and Certificate for Payment
  - 3. Partial Conditional Waiver
- D. Bond Improvements: Roofs and HVAC
  - 1. Cross Renovation Invoice No. 1 08/07/18 - \$36,929.13
    - a. Letter 08/22/18 – City Engineer
    - b. Invoice No. 1
    - c. Application and Certificate for Payment
    - d. Partial Conditional Waiver
  - 2. Cross Renovation Invoice No. 2 08/28/18 - \$63,000.00
    - a. Letter 08/29/18 – City Engineer
    - b. Invoice No. 2
    - c. Application and Certificate for Payment
    - d. Partial Conditional Waiver
- E. 2017/18 Road Program
  - 1. DiLisio Contracting Inc. (Final Estimate No. 9) 08/20/18 - \$86,359.60
    - a. Letter 08/20/18 – City Engineer
    - b. Construction Pay Estimate Report
    - c. Construction Pay Estimate Amount Balance Report
- F. Parking Lot Improvements
  - 1. S & J Asphalt Co (Pay Estimate No. 1) 08/12/18 - \$99,553.09
    - a. Letter 08/16/18 – City Engineer
    - b. Construction Pay Estimate Report
    - c. Construction Pay Estimate Amount Balance Report
- G. 2017 SAW Grant Sewer Cleaning and CCTV Investigation
  - 1. Doetsch Industrial Services (Pay Estimate No. 7) 08/12/18 - \$29,954.50
    - a. Letter 08/16/18 – City Engineer

- b. Construction Pay Estimate Report
- c. Construction Pay Estimate Amount  
Balance Report

H. 2018 Road Program

- 1. Florence Cement Co (Pay Estimate No. 1)  
08/19/18 - \$93,220.80
  - a. Letter 08/27/18 – City Engineer
  - b. Construction Pay Estimate Report
  - c. Construction Pay Estimate Amount  
Balance Report

I. Assessing Services

- 1. WCA Assessing Invoice Mo. 081618 08/16/18 -  
\$5,667.16

J. City Attorneys

- 1. Don R. Berschback - \$2,187.50
- 2. Charles T. Berschback - \$5,155.50

14. NEW BUSINESS/PUBLIC COMMENT

15. ADJOURNMENT

**Lisa Kay Hathaway, CMMC/MMC  
City Clerk**

**IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)**  
**POSTED AND COPIES GIVEN TO NEWSPAPERS**

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

**NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST**

7A

RECEIVED

AUG 22 2018

CITY OF GROSSE PTE. WOODS

# Beaumont

## Memorandum of Understanding (MOU)

### Purpose of the MOU:

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership and ongoing working relationship between Beaumont Health the City of Grosse Pointe Woods in the creation of a "Healthy Community".

### The goals of this collaboration are to:

- Create a systematic approach to health, wellness and healthy lifestyles in the community
- To identify the assets and gaps in wellness of the community
- Create programs and strategies to support health
- Where appropriate and as mutually agreed up, to jointly seek sources of external support to fund these planned collaborative efforts to address wellness
- Build strong linkages with community partners
- Evaluate and report on program impacts developed through the collaboration
- Identify and develop partnerships with other community resources that can support health and wellness in the community

### Responsibilities

- Each entity will designate a person as the point of contact to represent Healthy Communities and to attend scheduled meetings
- Each entity will use appropriate safeguards to prevent use or disclosure of personal health information consistent with HIPAA privacy rules and state regulations
- This collaboration may result in individual or joint grant proposals. The writing and submission of the proposals will be dependent on each individual grant to ensure the best opportunities for funding.
- Each entity will engage in proposing programs and services that support healthy behaviors

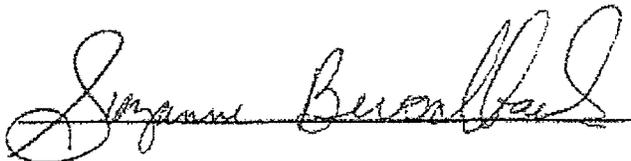
**General**

This MOU is intended to support a collaborative partnership between entities. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

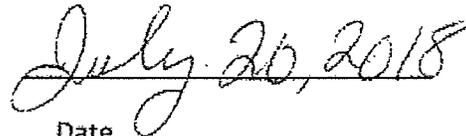
This MOU shall be in effect for fiscal years 2018 -2021 and can be renewed by written agreement of both parties. It can be terminated immediately without cause by either Party at any time by providing notice in writing to the other Party.

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

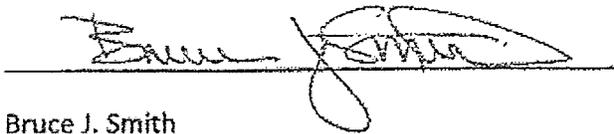
This MOU is neither a fiscal nor a monetary obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services or supplies, or transfer or receive anything of value.



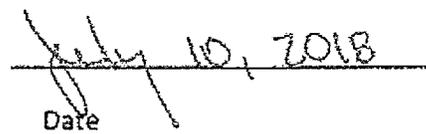
Beaumont Health



Date



Bruce J. Smith  
City of Grosse Pointe Woods



Date

- The City Administrator discussed the Memorandum of Understanding with Beaumont Hospital discussed earlier this evening at the Committee-of-the-Whole.

Motion by McConaghy, seconded by Granger, regarding Beaumont Hospital – Memorandum of Understanding, that City Council approve entering into the Memorandum of Understanding as amended.

Motion by McConaghy, seconded by Granger, regarding Beaumont Hospital – Memorandum of Understanding, to amend the previous motion by inserting, “and authorize the City Administrator to sign the Agreement.”

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: None



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 20, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:02 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke  
Council Members: Bryant, Granger, Koester, McConaghy, McMullen, Shetler  
Absent: None

Also Present: City Administrator Smith  
City Attorney Chip Berschback  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Director of Public Safety Kosanke  
Director of Public Services Schulte  
Building Inspector Tutag  
Recreation Supervisor Gerhart  
City Engineer Lockwood

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission Members were in attendance:

Rachelle Koester, Beautification Commission  
Mike Fuller, Planning Commission  
Tom Vaughn, Planning Commission

Motion by Bryant, seconded by Shetler, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

The Mayor re-appointed Kevin Hendrick to the Downspout Board of Appeals with a term to expire September 30, 2021.

Motion by Bryant, seconded by Shetler, that the following minutes be approved as submitted:

1. City Council Minutes dated August 13, 2018.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Bryant, seconded by Shetler, that the following minutes be approved as submitted:

1. Zoning Board of Appeals dated August 13, 2018.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

THE MEETING WAS THEREUPON OPENED AT 7:05 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF REBECCA AUGUSTYN, 902 WOODS LANE, GROSSE POINTE WOODS, FOR PERMISSION TO ERECT A 6' WOOD SHADOWBOX PRIVACY FENCE ALONG THE NORTH AND EAST/WEST PROPERTY LINES OF THE PROPERTY LOCATED AT 902 WOODS LANE, WHICH IS NONCOMPLIANT WITH SECTIONS 8-281 AND 8-282(1) OF THE CITY CODE. VARIANCES ARE THEREFORE REQUIRED.

Motion by Granger, seconded by Bryant, that for purposes of the public hearing the following items be received and placed on file:

1. Letter 07/23/18 – R. Augustyn
2. Application for Fence 07/24/18
3. Site Plan
4. Photos (3)
5. Memo 08/13/18 – Building Inspector
6. Photos (5)
7. Memo 08/06/18 – Director of Public Services
8. Affidavit of Legal Publication
9. Aerial Views (2)

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: None

The Building Official provided an overview in accordance with his memo dated August 13, 2018, and recommended approval of these variances based on the special circumstances that exist.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individuals were heard:

Rebecca Augustyn  
902 Woods Lane

Soula Burns  
916 Woods Lane

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

Motion by Bryant, seconded by Granger, that the public hearing be closed at 7:10 p.m.  
PASSED UNANIMOUSLY.

Motion by Granger, seconded by McMullen, regarding Public Hearing: Rebecca Augustyn, 902 Woods Lane, that City Council grant the variance requests of Rebecca Augustyn, 902 Woods Lane, to install a 6' shadowbox fence across the rear and east/west side yards of the rear yard property due to the special circumstances that exist caused by

the in-ground pool installations at both neighbor's homes causing a special circumstance relative to general health, safety, and welfare of the neighborhood.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler  
No: McMullen  
Absent: None

Motion by Bryant, seconded by Shetler, regarding **Application for Permit/License – Solicitor**, that the City Council approve the application of Rodney W. Gentzel of Everdry Waterproofing for a Permit/License to Solicit.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Koester, seconded by McMullen, regarding **property use: Lake Front Park Tennis Courts**, that City Council approve the request of Grosse Pointe North High School to use four tennis courts on Saturday, September 8, 2018, from 8 a.m. – 5 p.m., contingent upon:

1. Teams following all park rules and MHSAA rules including clearing the courts during storms;
2. Teams relinquishing courts to residents on courts 1-4;
3. Teams cleaning up trash around the courts after use;
4. Teams submitting current rosters;
5. Appropriate Certificate of Liability Insurance be received.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by McMullen, seconded by McConaghy, regarding **property use: Ghesquiere Park Marsteller Baseball Diamond**, approve the request of Grosse Pointe North High

School to use Ghesquiere Park Marstiller Baseball Diamond from Monday, March 11, 2019, through Friday, May 24, 2019, from 3:00 p.m. – 6:30 p.m., contingent upon:

- Teams following all park rules and MHSAA rules including clearing the field during storms;
- Teams cleaning up field after use;
- Teams submitting current rosters;
- Teams submitting game schedule by March 1, 2019;
- Appropriate insurance be provided.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: None

The following individual spoke regarding the Recreational Marijuana Dispensaries proposal on the November 2018 General Election ballot, and his request that City Council **Opt-Out of Recreational Marijuana Dispensaries:**

Matthew Yascolt  
1859 Country Club Dr.

Following discussion, this item was referred to the Committee-of-the-Whole and the City Attorney was asked to review the proposal and look at timelines.

The following individual was heard regarding **proposal: Grosse Pointe Woods Foundation – mini golf course:**

Lisa Fuller  
1230 North Renaud  
Grosse Pointe Woods Foundation

Motion by Koester, seconded by Shetler, regarding proposal: Grosse Pointe Woods Foundation – mini golf course, that the City Council support the Foundation design and give approval to sign contracts and move forward with the plan, with the following conditions:

1. City's review and approval of the contract between the builder and the Foundation;
2. Site plan review and approval from St. Clair Shores;
3. A performance bond be issued;
4. Certificate of Liability Insurance be provided for a minimum \$1 million naming the City of Grosse Pointe Woods as an additional insured.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler  
No: McMullen  
Absent: None

Motion by Koester, seconded by McConaghy, regarding **fee schedule Update: Water Meter and Transponder Fees**, that the City Council approve updating of the City's Fee Schedule by Department in accordance with either Option 1 or Option 2 identified above, and authorize the City Clerk to perform such updates to the Fee Schedule by Department.

Motion by Koester, seconded by McConaghy, to amend the previous motion by striking "either Option 1 or", thereby changing the fee schedule to at "cost".

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Bryant, seconded by McConaghy, regarding **contract/budget amendment: demolition – 1298 Hawthorne**, that the City Council award a contract to Holsbeke Construction in the amount of \$14,797.00 to provide demolition services at 1298 Hawthorne, to authorize the City Administrator to sign the contract, and approve a budget amendment in the amount of \$14,797.00 from Prior Year Fund Balance Account No. 101-000-699.000 into Contractual Services Account No. 101-180-818.000, contingent upon the removal of the homeowners from the home, and that the City Administrator, Director of Public Safety, and City Attorney determine an appropriate date for the demolition to occur.

The following individuals wished to be heard:

Amanda Wheatly  
1298 Hawthorne

Anamaria Guerrero  
22325 St. Joan  
St. Clair Shores, MI

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – July 2018**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Shetler, seconded by Bryant, regarding **repairs to electrical panel – Lake Front Park**, that the City Council authorize RSY Electrical Enterprises to perform repair work to the electrical panel at Lake Front Park in the amount of \$5,100.00, funds to be taken from the Boat Dock Maintenance Account No. 594-785-757.000.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by McConaghy, seconded by Bryant, regarding **contract/budget amendment: marina pedestal improvements**, that the City Council approve, and

authorize the City Administrator to sign, the following contracts to perform Lake Front Park Marina Pedestal Improvements:

1. J. Ranck Electric (Pedestals and Electrical) - \$362,084.00;
2. Fontana Construction, Inc. (New Water Service) - \$126,000.00;
3. Baker Asphalt, Inc. (Asphalt following Pedestal Install) - \$10,325.00.

And, to approve construction contingency in an amount not to exceed \$40,000.00 and design and construction engineering in an amount not to exceed \$32,000.00; for a total project cost not to exceed \$570,409.00;

And, to approve the following budget amendments:

From Prior Year Fund Balance	Acct No. 594-000-395.000	\$570,409.00
Into Construction	Acct. No. 594-785-977.200	\$498,409.00
Into Engineering	Acct. No. 594-785-974.201	\$ 32,000.00
Into Contingency	Acct. No. 594-785-980.100	\$ 40,000.00

The City Engineer provided an overview regarding the project, discussed the \$200,000.00 overage in relation to the amount previously approved by City Council, and agreed to find out whether amperage can be increased in the future with the proposed plan and equipment.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Granger, seconded by Bryant, regarding **contract: tennis court resurfacing**, that the City Council award a contract to Tennis Courts Unlimited in the amount of \$17,160.00 to prepare, patch, and resurface Lake Front Park tennis courts 7 and 8, authorize the City Administrator to sign the contract, and funds to be taken from Improvements – Parks and Recreation Account No. 401-902-977.104.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Koester, seconded by McConaghy, regarding **contract modification: 2018 parking lot improvements**, that the City Council approve a contract modification with S&J Asphalt Paving Company for the 2018 Parking Lot Improvements Project in the amount of \$88,860.00, adding City parking lots south of Broadstone and north of Ridgemont for repaving, and south of Ridgemont for drainage repairs, to approve a construction contingency in an amount not to exceed \$9,000.00 and construction engineering in an amount not to exceed \$13,000.00, for a total project cost not to exceed \$110,860.00, funds to be taken from Parking Fund Capital Improvements Account No. 585-561-979.000.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Bryant, seconded by McConaghy, regarding **Agreements: City Administrator and City Clerk**, that the City Council approve the Employment Agreements for the City Administrator and the City Clerk as presented, and to authorize the Mayor to sign said Agreements.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Shetler, seconded by Bryant, regarding **contract: Lake Front Park Boardwalk Replacement**, that the City Council postpone this item to a future meeting.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by McMullen, seconded by Granger, regarding **radio maintenance**, that the City Council approve the following invoice from FY 2017/18:

1. Grosse Pointe Farms Invoice No. 3243 06/30/18 - \$23,391.26:
  - a. Account No. 101-305-851.000 Public Safety - \$15,438.23;
  - b. Account No. 101-441-851.000 Public Works - \$7,017.38;
  - c. Account No. 101-774-818.110 Parks & Rec - \$935.65.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Shetler, seconded by Bryant, regarding **2018 Capital Improvement Bonds**, that the City Council approve the following invoice:

1. Miller, Canfield, Paddock and Stone Invoice No. 1403713 08/03/18 - \$22,500.00, Account No. 420-299-977.199;
2. MuniDeals Invoice No. 40604 07/20/18 - \$3,750.00, Account No. 420-299-977.199.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Bryant, seconded by McConaghy, regarding **Public Safety Renovations**, that the City Council approve the following invoice:

1. Cross Renovation Invoice No. 3 07/15/18 - \$84,805.97, Account No. 401-902-977.102.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by Granger, seconded by Bryant, regarding **Capital Improvements**, that the City Council approve the following invoice from the FY 2017/18 Budget:

1. Anderson, Eckstein & Westrick Invoice No. 0118528 08/06/18 - \$1,200.00, Account No. 420-451-974.201.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by McConaghy, seconded by Granger, regarding **legal services**, that the City Council approve the following invoice:

1. WCA Assessing Invoice No. 15672 08/06/18 - \$726.51, Account No. 101-210-801.301.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Motion by McConaghy, seconded by Bryant, regarding **Labor Attorney**, that the City Council approve the following invoice:

1. Keller Thoma Invoice No. 114778 08/01/18 - \$87.50, Account No. 101-210-810.000.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler  
No: None  
Absent: None

Hearing no objections, the following item was heard under New Business:

- The City Clerk stated University Liggett boys' and girls' tennis teams have requested to use six tennis courts at Lake Front Park, Monday through Thursday from 3:30 to 5:30 p.m., September 10 to October 26, 2018 (boys tennis), and April 1 to May 31, 2019 (girls tennis). The Recreation Supervisor and Director of Public Services have no objections to this request.

Motion by Bryant, seconded by Shetler, regarding property use: Lake Front Park Tennis Courts, that the City Council approve the request of University Liggett School to use six tennis courts at Lake Front Park on the following dates Monday through Thursday from 3:30 p.m. to 5:30 p.m.:

- Boys Tennis: September 10 – October 26, 2018
- Girls Tennis: April 1 – May 31, 2019

Contingent upon meeting the following guidelines:

1. Teams following all park rules and MHSAA rules including clearing the courts during storms;
2. Teams relinquishing courts to residents on courts 1-4;
3. Teams cleaning up trash around the courts after use;
4. Teams submitting current rosters;
5. The school providing appropriate insurance.

The following individuals were heard under Public Comment:

Margaret Potter  
Allard Ave.

Matthew Yascolt  
Country Club Dr.

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 8:22 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor

Approved by  
Planning Commission 8-28-18

PLANNING COMMISSION  
04-24-18 - 8



MINUTES OF THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON APRIL 24, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:35 p.m. by Chair Hamborsky.

Roll Call: Chair Hamborsky  
Planning Commissioners: Fuller, Profeta, Reiter, Stapleton, Vaughn

Absent: Gilezan, Rozycki, Vitale

Also Present: Building Inspector Tutag  
Deputy City Clerk Antolin

The Planning Commission, Administration and the audience Pledged Allegiance to the Flag.

Motion by Reiter, seconded by Profeta, to excuse Commission Members Gilezan, Rozycki and Vitale from tonight's meeting.

Motion carried by the following vote:

YES: Fuller, Hamborsky, Profeta, Reiter, Stapleton, Vaughn

NO: None

ABSENT: Gilezan, Rozycki, Vitale

Motion by Stapleton, seconded by Reiter, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

YES: Fuller, Hamborsky, Profeta, Reiter, Stapleton, Vaughn

NO: None

ABSENT: Gilezan, Rozycki, Vitale

The Chair recognized Council Member Granger was in attendance as the City Council Representative.

Motion by Reiter, seconded by Vaughn, that the following Minutes be approved:

1. Planning Commission dated February 27, 2018, as amended.
2. Planning Commission Workshop dated February 27, 2018, as submitted.

Motion carried by the following vote:

YES: Fuller, Hamborsky, Profeta, Reiter, Stapleton, Vaughn  
NO: None  
ABSENT: Gilezan, Rozycki, Vitale

The next item on the agenda was the **Planning Commission End of the Year Report 2017**, and the following items were presented:

The Building Official provided an overview of his memo dated March 23, 2018, regarding the draft Planning Commission End of the Year Report 2017. He requested that the Commission review the draft report and provide him with any additions or revisions prior to the next Planning Commission meeting.

The next item was the **Façade Change: Keller Williams Realty, 19853 Mack Avenue.**

The Building Official provided an overview of his memo dated April 17, 2018, and recommended approval of this request.

The following individual was heard on behalf of the Petitioner:

Michael A. Boggio  
MBA Architects  
30150 Telegraph Rd. Suite 150  
Bingham Farms, MI 48025

Discussion ensued regarding the site plan review for a façade change at 19853 Mack Avenue.

Motion by Vaughn, seconded by Fuller, regarding site plan review: Façade Change – Keller Williams Realty, 19853 Mack Avenue, to approve the site plan as presented.

Motion carried by the following vote:

YES: Fuller, Hamborsky, Profeta, Reiter, Stapleton, Vaughn  
NO: None  
ABSENT: Gilezan, Rozycki, Vitale

Motion by Vaughn, seconded by Fuller, to amend the previous motion by inserting, "contingent upon the new gables being constructed with the same pitch as the existing canopy entry."

Motion carried by the following vote:

YES: Fuller, Hamborsky, Profeta, Reiter, Stapleton, Vaughn

NO: None

ABSENT: Gilezan, Rozycki, Vitale

The next item was the **Building Official's Monthly Report**, and the following items were presented for the months of February and March 2018:

1. Building Official still working with State Farm—Fire Marshall on the Liggett Gymnasium project. Fire codes and jurisdiction issues are still pending.
2. An upcoming meeting is scheduled with a potential new business, Greco Title, Inc.
3. A yoga/cycling studio including retail, tentatively named "Fast Spinning", is looking to open a new business. The owner currently has a business in town.
4. Indian Cuisine may open in the former Verizon store at Van Antwerp/Mack Avenue.
5. Occupancy on Mack Avenue is growing and the Building Department has been busy with permits.
6. New trash containers are out. The City is trying to educate residents on policies and procedures to minimize violations.
7. The Caribou property has a new owner. Jersey Mike Subs is interested in leasing the property. There is a history of businesses wanting to put in a drive through at this location, but it will not work with the current parking requirements. Also, the Ordinance will not permit this request.

Corrected Per  
Planning  
Commission  
08-28-18 PA

Discussion ensued regarding signage guidelines. Specifically, old and tacky "For Lease" signs were mentioned. The Commission requested the Building Official to look into the ordinance regarding this matter. In addition, the Commission requested more details for the permits issued, including but not limited to, the projected investment value. The Building Official suggested that the Commission specify any other information requested on the report. He also stated that additional information requested can be provided from his monthly SEMCOG report. The Commission was interested in seeing a sample of the SEMCOG report.

Commissioners reported on the March and April Council meetings.

Under New Business, the following items were discussed:

- **2020 Plan** - awaiting for input from subcommittees. Chair Hamborsky is trying to encourage monthly or bi-monthly subcommittee meetings to better quantify information to present to City Council.
- **Branding** - planning to meet before next Planning Commission meeting.
- **Crosswalk/Pocket Park** - Commissioner Profeta was added to this subcommittee. Commissioner Fuller reported that a crosswalk with sidewalk/street striping and solar lighting will cost about \$10,000 - \$12,000. Information continues to be collected. It was suggested to pilot a crosswalk in front of Kroger on Mack Avenue and possibly the pocket park at Severn/Prestwick.

- **Streetscape** – Commissioner Hamborsky reported that this subcommittees' next step is to create a survey for Mack Avenue to get a quantitative list of streetscapes and gather unit prices for repairing and replacing particular items. The information gathered from the survey will be used to create a one to two page catalog of recommended elements for new commercial owners to buy for their streetscape. Commissioner Hamborsky would like to set up a Streetscape Subcommittee meeting this month.

Commissioner Fuller provided an overview of a handout entitled, "GPW - Planning Commission Support Opportunities". This document portrays the various Commissions and Committees that may have similar interest to that of the 2020 plan and the Planning Commission Subcommittees. The goal is the create awareness and support throughout the City.

Chair Hamborsky would like to set up a workshop next month.

Motion by Profeta, seconded by Fuller, that the Planning Commission Meeting adjourn at 9:02 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin  
Deputy City Clerk

RECEIVED

8C

JUL 20 2018

Beautification Advisory Commission  
Lake Room – GPW Community Center  
20025 Mack Plaza Dr., Grosse Pointe Woods  
Meeting – July 11, 2018 – 7:00 p.m.

CITY OF GROSSE POINTE WOODS

approved by  
commission  
on 8-8-18

**Present:** Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart  
**Also Present:** McConaghy  
**Excused:** McCarthy  
**Not Excused:** Ragland

**Call to Order:** The meeting was called to order by Vice-Chair Stephens at 7:00 p.m.

**Minutes:** The June 13, 2018 meeting minutes were distributed and reviewed.  
Motion by Hage, seconded by Spreder to approve the June 13, 2018 minutes as presented.

Motion carried by the following vote:

**Yes:** Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart

**No:** none

**Excused:** McCarthy

**Not Excused:** Ragland

**Treasurer's Report:** Hilton presented treasurers report.

Motion by Sauter, seconded by Arslanian to approve the report as presented.

Motion carried by the following vote:

**Yes:** Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart

**No:** none

**Excused:** McCarthy

**Not Excused:** Ragland

**Chairperson's Report:** Stephens presented chairperson report.

**Awards Program:** Stephens provided update on Awards Night. Home and business selections due by June 30, 2018. Write-ups due by July 31, 2018.

**Flower Sale:** Martin-Rahaim updated committee on 2018 Flower Sale. Committee discussed using Drews Nursery as vendor for future flower sales.

**Council Report:** Council Representative McConaghy reported on the City Council Meetings.

**Old Business:** no report

**New Business:** no report

Motion by Casinelli, seconded by Martin, to adjourn the Beautification Advisory Commission meeting at 7:38 p.m.

Motion carried by the following vote:

**Yes:** Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart

**No:** none

**Excused:** McCarthy

**Not Excused:** Ragland

Respectfully submitted,

Rachelle Koester

August 3<sup>rd</sup>, 2018

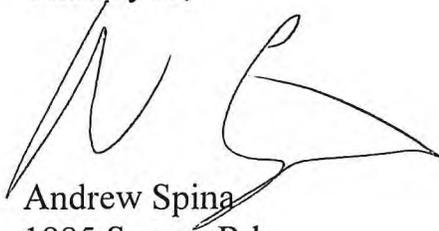
9A

To whom it may concern:

We understand that our initial request to install a 6 foot tall safety fence has been denied. We respectfully request that you reconsider our request. Our tenants have three children, two of which have special needs. Our property is currently gated on three sides and we would like to install a fence on the west side of our property as well as across the driveway. The west side is the side of the yard that is closest to the corner, which we are three houses from. Our tenants have two impaired children, ages 9 and 6. Both attend the special education program at Ferry Elementary and the 9 year old is diagnosed through an IEP by the Grosse Pointe School system, His doctors and specialist as well as the State of Michigan as cognitively impaired, ASD, and has impulsivity control issues among other things. Our tenants are able to provide documentation from all if necessary. Even while supervised, he has wandered away on multiple occasions, and loves to climb. His lack of impulse control in addition to being a 9 year old, has caused him to see things in other yards and or in the street that strike His interest, and the result has been him climbing and or wandering off in the past. A fence with gaps allows him to see other properties and tempt him to attempt to access things such as bugs, birds, toys etc. and a fence with points or wire have proven to be an additional safety matter, which poses significant safety concerns for everyone involved. Due to the above mentioned situation, unfortunately the suggested 4ft fence will not maintain and ensure the children's safety. The safety of our tenants and their children is our primary concern. Adding the 6 foot tall privacy fence would ultimately deter any of the children from exiting the yard and getting in harm's way. We greatly appreciate your consideration in this delicate situation.

Our family is moving to Madrid, Spain on August 9<sup>th</sup> for an 18 month work assignment. We are renting our house to the Vadio family during that time. Unfortunately this will prevent us from attending the appeal meeting in person. Our property manager, Elisabeth Wagner, has authority to act in our place in this matter.

Thank you,



Andrew Spina  
1985 Severn Rd  
Grosse Pointe Woods, MI 48236



Sandra Spina

Rush Variance 9-10-18

**BUILDING DEPARTMENT COPY**

02:67  
8-23-18

FENCE PERMIT FEE (includes 1 open post hole/s inspection) - \$50  
REINSPECTION FEE - \$50



**CITY OF GROSSE POINTE WOODS**  
Building Department  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
313.343.2426 / building@gpwwi.us

RECEIVED  
JUL 27 2018  
CITY OF GROSSE POINTE WOODS  
BUILDING DEPT

4A-17-18

**Application For Fence**  
**(Zoning Compliance Permit)**  
**In Compliance With Article IX - Fences (Recent Ord Chg #871 eff 1/8/17)**

Call de Feluan Gonzalez  
74  
48 EXTENSION  
MADRID MADRID  
28009 SPAIN  
EAW

**PROVIDE:** 1) Mortgage survey/site plan with highlighted area where fence is to be placed, and, 2) Brochure/picture of proposed fence to be installed.

Fence Placement Address: 1985 SEVERN RD - (Rental - CR180090V)  
Owner's Name: SANDRA SPIVA Owner's Address: 2625 Ballantyne Rd, Grosse Pointe  
1985 SEVERN, GROSSE POINTE WOODS MI 48236  
Owner's Phone #: (313)333-9896 Owner's e-mail: sandy.spiva@gmail.com

Contractor: Joe Vadio Phone: (313)815-5195  
Address: 1985 SEVERN RD e-mail: tsitsi@aol.com

Height of Fence: 6ft Length of Fence: 49ft  
Style of Fence: long, stockade  
Material of Fence:  Wood  Metal  Vinyl  
Location of Fence Between 1985 and 1991 in the backyard, gate for driveway.

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

[Signature]  
Signature of Owner or Agent

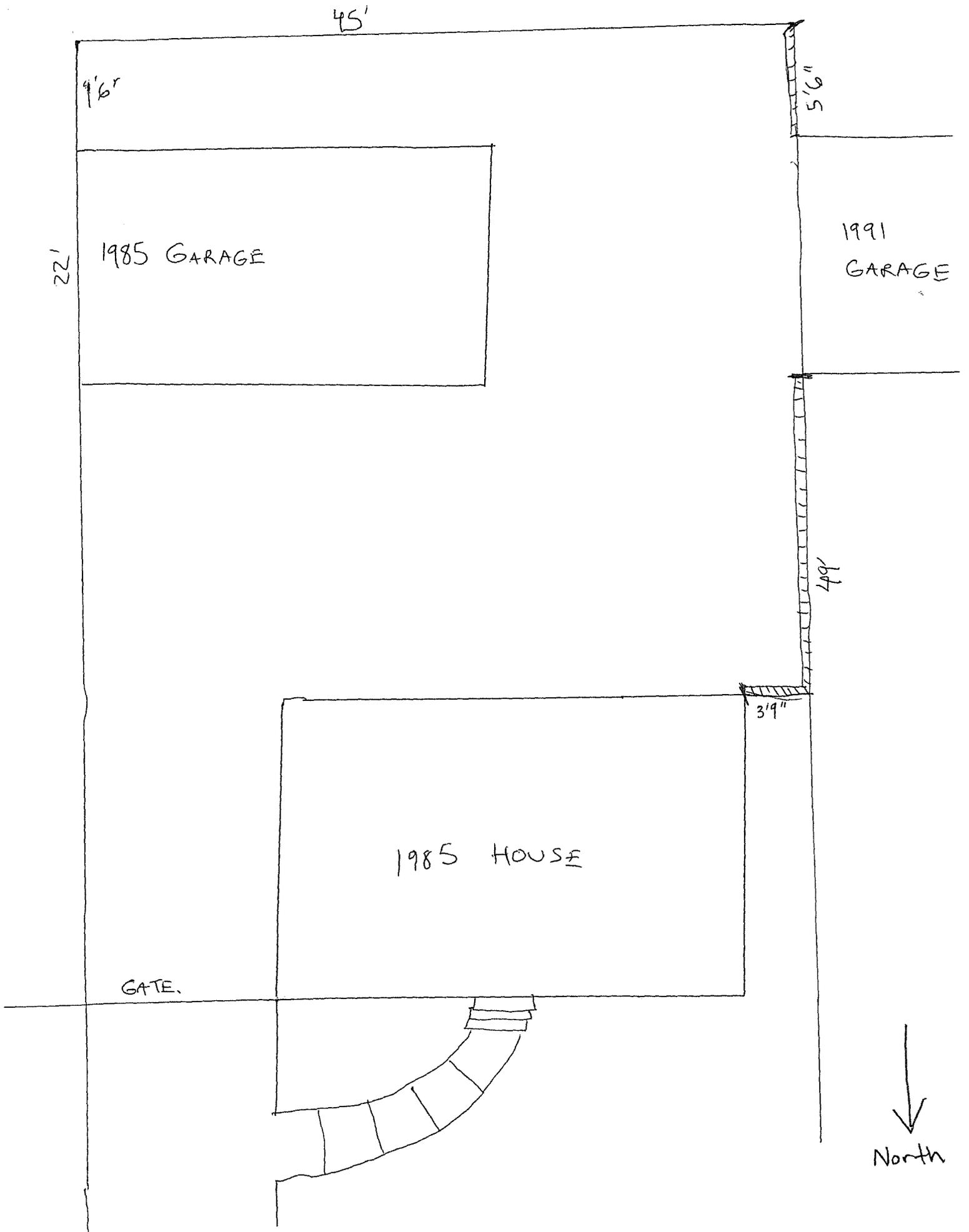
7/27/2018  
Date

**Office Use Only**  
Approved \_\_\_\_\_ Denied X  
\_\_\_\_\_  
Building Inspector's Signature Date 7/31/18

01-08-17

6- FENCE SOLID NOT PERMITTED  
8-279(1) - 8-271

# 1985 Fence Proposal





 [Save to Favorites](#)

### **Outdoor Essentials** >

6 ft. x 6 ft. Pressure-Treated Cedar-Tone Moulded Wood Fence Panel

**CITY OF GROSSE POINTE WOODS**  
Building Inspector  
**MEMORANDUM**

DATE: September 5, 2018  
TO: Mayor and City Council  
FROM: Gene Tutag, Building Inspector *GT.*  
SUBJECT: 1985 Severn Fence Variance

RECEIVED  
SEP - 5. 2018  
CITY OF GROSSE PTE. WOODS

---

The applicant, Sandra Spina, owner of 1985 Severn is requesting a variance of Section 8-279(1) of the Fence Ordinance which requires fences to be constructed so a minimum of 2 inch openings are throughout 50% of the length or height of the fence and Section 8-281 which limits the height of rear yard fences to 4 feet. The proposed 49 feet of fence is to be constructed 6 feet in height with no openings along the west yard as indicated in the attached correspondence.

The applicant's property is on the south side of Severn and is an interior lot.

According to the applicant's request for variance dated August 3, 2018 the fence is necessary for the safety of two special needs children that reside in the home.

This exception to the fence code requires a public hearing and approval from the City Council. The Council may consider any or all of the following along with other information when deciding a variance.

- (a) Balancing the relative hardships between the property owner and adjacent property owners.
- (b) Whether special circumstances or conditions exist.
- (c) Whether pedestrian or vehicle traffic will be affected.
- (d) The general health, safety and welfare of the neighborhood.

It is recommended that a variance of Section 8-279(1) and 8-281 be granted to allow for the installation of the proposed fence in the rear yard of 1985 Severn as special circumstances or conditions exist, specifically the fence as proposed, is necessary for the safety of the children residing in the home.

APPROVED BY:   
Bruce Smith, City Administrator

DATE: 9/5/2018

MEMO 18- 70

**RECEIVED**

TO: Lisa Hathaway, City Clerk  
FROM: Frank Schulte, Director of Public Services  
DATE: August 29, 2018  
SUBJECT: Variance – Fence at 1985 Severn

AUG 29 2018  
CITY OF GROSSEPTE. WOODS

I have reviewed the application from the residents Andrew and Sandra Spina requesting a fence variance at 1985 Severn. The fence variance will have no impact on the Department of Public Works or utilities.

Please contact me if you have any questions.

cc Gene Tutag  
O/F

Jd

# AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 1985 Severn Rd.  
Andrew and Sandra Spina

State of Michigan )  
                          ) ss.  
County of Wayne )

**I HEREBY CERTIFY** that the notice of Hearing was duly mailed First Class Mail on 08/30/18 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2012 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 311974.

Lisa Kay Hathaway, CMMC/MMC  
City Clerk

See attached document for complete list.

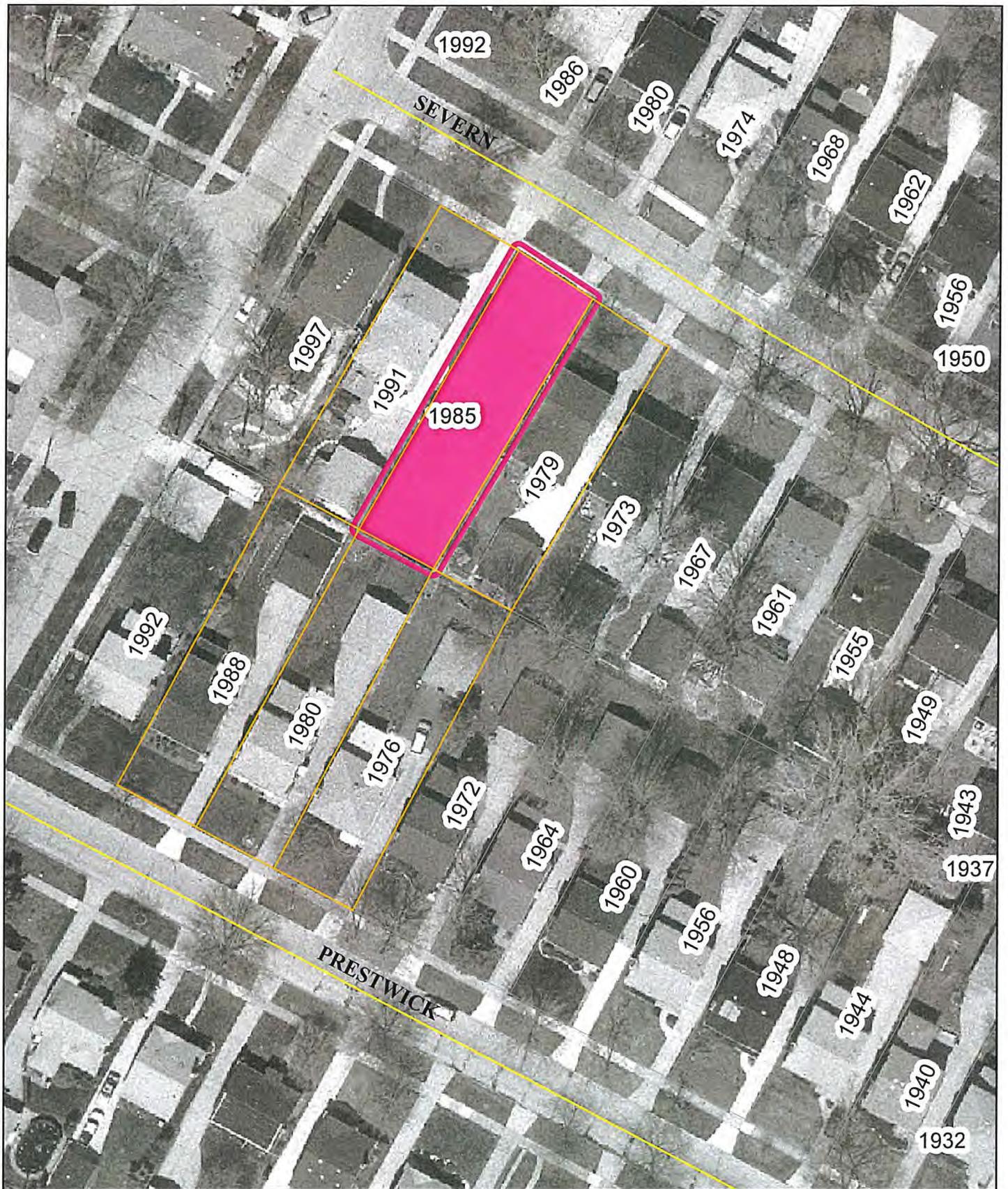
## City of Grosse Pointe Woods, Michigan

**NOTICE IS HEREBY GIVEN** that in accordance with Chapter 8, Buildings and Building Regulations, Article IX, Fences of the 2017 City Code of the City of Grosse Pointe Woods, Sections 8-284(a)(2) Exceptions and 8-284(b) Public Hearing, the City Council will hold a public hearing in the Council-Court Room of the Municipal Building, 20025 Mack Plaza, on Monday, September 10, 2018, at 7:00 p.m. to hear the requests of Andrew and Sandra Spina, owners of 1985 Severn Road, Grosse Pointe Woods, MI, who are seeking approval of variances for the property located at 1985 Severn Road, to permit installation of a 6' stockade wood privacy fence in the rear yard west property line. The fence application will require variances in accordance with Sections 8-281 *Rear yard fences shall be constructed to a maximum height of four feet from the property grade line;* and 8-282(1) *Side yard fences shall be constructed to a maximum height of four feet from the property grade line,* therefore variances are required. The fence application materials are open for public scrutiny. All interested parties are invited to attend.

Lisa Kay Hathaway  
City Clerk

## 1985 SEVERN RD. - 3' RADIUS

ownersname	ownersna_1	ownersname2	ownerstree	ownercity	ownerstate	ownerzipco
WILLIAMS ANGELA R		ANGELA R. WILLIAMS	1991 SEVERN RD	GROSSE POINTE WOODS	MI	48236
SPINA ANDREW	SPINA SANDRA	ANDREW & SANDRA SPINA	1985 SEVERN RD	GROSSE POINTE WOODS	MI	48236
ALI BASEM A		BASEM A. ALI	1979 SEVERN RD	GROSSE POINTE WOODS	MI	48236
RUSAK YVETTE		YVETTE RUSAK	1988 PRESTWICK RD	GROSSE POINTE WOODS	MI	48236
LAMBKE ARTHUR		ARTHUR LAMBKE	1980 PRESTWICK RD	GROSSE POINTE WOODS	MI	48236
CHUBY CAROLINE		CAROLINE CHUBY	1976 PRESTWICK RD	GROSSE POINTE WOODS	MI	48236



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 WAYNE COUNTY, MI\*  
 COPYRIGHT 1999 - 2011,  
 ANDERSON, ECKSTEIN AND WESTRICK, INC.\*  
 \*ALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: 1985 Severn

Date: 08/30/18





*Peter & Pat Gast*  
2040 Fleetwood Dr.  
Grosse Pointe Woods, MI 48236

9B

City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

June 22, 2018

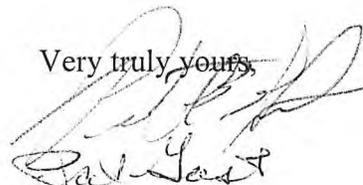
Dear City Clerk,

This letter will cover our letter to the Mayor and City Council for an appearance to appeal the rejection of our fence permit. We have also enclosed our check for \$75.00 payable to the City of Grosse Pointe Woods.

Will you please add us to the September meeting agenda as we will be unavailable for July and August.

Thank you for your help.

Very truly yours,



Peter & Pat Gast

*Peter & Pat Gast*  
2040 Fleetwood Dr.  
Grosse Pointe Woods, MI 48236

Grosse Pointe Woods Mayor and City Council  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

June 22, 2018

Dear Mayor and City Council,

We have lived in our home at 2040 Fleetwood since 1972. We have tried to be good citizens and good neighbors. As reward for some of those efforts, we were honored to receive your Beautification Award in 2012.

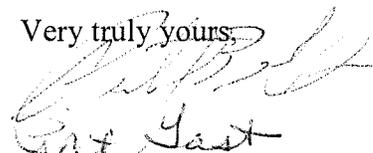
In 1992, rather than leave the community, we put on an extension to the back of our house which included a privacy fence around the sides and rear of our property. The fence is made of cedar with a four foot, solid bottom section and a two foot lattice top (please see enclosed before/after photos). After 26 years, that fence is in need of replacement. We applied for a permit for a like replacement only to discover that fence no longer meets your revised ordinance height (Article IX, Sec. 8-281,282) or 50% openness (Article IX, Sec. 8-279, (1) )requirements. The permit was denied.

Before applying for the replacement fence permit, we surveyed our abutting neighbors for their thoughts and permissions. All agreed with the like for like replacement and even offered to the share the replacement costs (please see enclosed letter). If we who are most impacted by this fence agree with the replacement, what rationale does the council have for its denial?

Therefore, we respectfully ask this council to issue a waiver to the ordinances for height and openness and issue a permit for the replacement fence.

Thank you for your consideration.

Very truly yours,



Peter & Pat Gast

Peter & Pat Gast



**1992**  
**Before addition of**  
**Privacy Fence**



**1992**  
**Addition of**  
**Privacy Fence**



**2018**  
**Current View**



FENCE PERMIT FEE (includes 1 open post hole/s inspection) - \$50  
REINSPECTION FEE - \$50

Received  
MAY 15 2018  
CITY OF GROSSE PTE WOODS  
BUILDING DEPT

CITY OF GROSSE POINTE WOODS  
Building Department  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
313.343.2426 / building@gpwmi.us

Application For Fence  
(Zoning Compliance Permit)  
In Compliance With Article IX - Fences (Recent Ord Chg #871 eff 1/8/17)

PROVIDE: 1) Mortgage survey/site plan with highlighted area where fence is to be placed;  
and, 2) Brochure/picture of proposed fence to be installed.

Fence Placement Address: 2040 Fleetwood Dr

Owner's Name: Peter Gasc Owner's Address: 2040 Fleetwood

Owner's Phone #: 313 886 8655 Owner's e-mail: gasc31@comcast.net

Contractor: Kimberly Fence Gasc Phone: 586 920 2014

Address: 6470 E Pipe Mile, Warren, MI e-mail: gascsekimberlyfence.com

Height of Fence: 6' Length of Fence: ~ 155'

Style of Fence: 90/10 Bottom / Lattice Top

Material of Fence:  Wood  Metal  Vinyl

Location of Fence PROPERTY LINE 2040 FLEETWOOD (SIDES & BACK)

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

*[Signature]*

Signature of Owner or Agent

May 7, 2018  
Date

Office Use Only	
Approved _____	Denied <u>6/6/18</u>
Building Inspector's Signature _____	Date _____

01-08-17

NEED PIC OF FENCE  
Side / REAR YARD EXCEEDS 4'

NOT 50% OPEN 2"  
8-279 (1)







*Peter & Pat Gast*  
*2040 Fleetwood Dr.*  
*Grosse Pointe Woods, MI 48236*

May 7, 2018

Mr. Gene Tutag  
Building Department  
City of Grosse Pointe Woods, MI 48236

Dear Mr. Tutag,

We, the undersigned, share common property lines with Peter and Pat Gast at 2040 Fleetwood.

There is an existing wooden fence along those property lines in need of repair/replacement.

Peter and Pat Gast have our permission to replace the existing wooden fence with a similar structure.

Patricia Dyble  
2032 Fleetwood  
GPW

Mihal Miclea  
2048 Fleetwood  
GPW

Charles Valerius  
2041 Beaufait  
GPW

**CITY OF GROSSE POINTE WOODS**  
Building Inspector  
**MEMORANDUM**

**RECEIVED**

AUG 29 2018

DATE: August 28, 2018

CITY OF GROSSE PTE. WOODS

TO: Mayor and City Council

FROM: Gene Tutag, Building Inspector *GT*

SUBJECT: 2040 Fleetwood Fence Variance

---

The applicant, Peter Gast, owner of 2040 Fleetwood, is requesting a variance of Section 8-279(1) of the Fence Ordinance which requires fences to be constructed so a minimum of 2 inch openings are throughout 50% of the length or height of the fence and Sections 8-281 and 8-282 which limits the height of side and rear yard fences to 4 feet. The proposed fence is to be constructed 6 feet in height and with a lattice top on the upper 2 feet of the fence. The fence is proposed along the north, east and west side lot lines as indicated in the attached correspondence.

The applicant's property is on the north side of Fleetwood and is an interior lot. An existing 6 foot tall non-compliant wooden fence is currently on the subject property and will be removed and replaced with the new fence if the variance is granted.

A search of department records show a permit for the existing fence was issued on June 8, 1992 (copy attached). The fence did not comply with the fence ordinance at that time, and no record of a variance being granted was found.

According to the applicant's request for variance dated June 22, 2018 the existing fence is in need of replacement and the adjoining neighbors are in support of the new fence.

This exception to the fence code requires a public hearing and approval from the City Council. The Council may consider any or all of the following along with other information when deciding a variance.

- (a) Balancing the relative hardships between the property owner and adjacent property owners.
- (b) Whether special circumstances or conditions exist.
- (c) Whether pedestrian or vehicle traffic will be affected.
- (d) The general health, safety and welfare of the neighborhood.

It is recommended that a variance of Section 8-279(1), 8-281, and 8-282 not be granted to allow for the installation of the proposed fence in the side and rear yards of 2040 Fleetwood as no special circumstances or conditions exist and a four foot tall shadowbox fence compliant with the code could be installed.

Attachments

(3 Photos)

Permit #1703 dtd 06/08/92

APPROVED BY:

  
\_\_\_\_\_  
BRUCE SMITH  
City Administrator

DATE:

  
\_\_\_\_\_

DRAW SKETCH OF PROPERTY AND  
LOCATION OF FENCE ON BACK OF  
APPLICATION.

PERMIT NO. 1703

FEE: \$20.00

CITY OF GROSSE POINTE WOODS

APPLICATION FOR PERMIT FOR FENCE OR WALL

Application is hereby made for a permit to erect the fence or wall described below:

(a) Owner(s) Peter Crest Phone # 886-8655

(b) Street address 2010 Fleetwood

(c) Location on property backyard

Description:

(a) Height 6'

(b) Length 7' sections

(c) Material Cedar

(d) Other information 2 sides (6') 1 side (4') see back

The applicant represents that he is the owner of the property or has legal authority to make application on behalf of the owner.

Peter Crest

Signature of Applicant (owner) or Contractor

SIGNATURES OF ADJOINING PROPERTY OWNERS

If the fence or wall is more than 4' in height, the applicant must obtain the signatures of the owners of the adjoining property nearest the fence or wall or a separate consent of such owners must be filed with this application.

Owner Joe Fyfe of property 2032 Fleetwood

Owner [Signature] of property 2098 Fleetwood

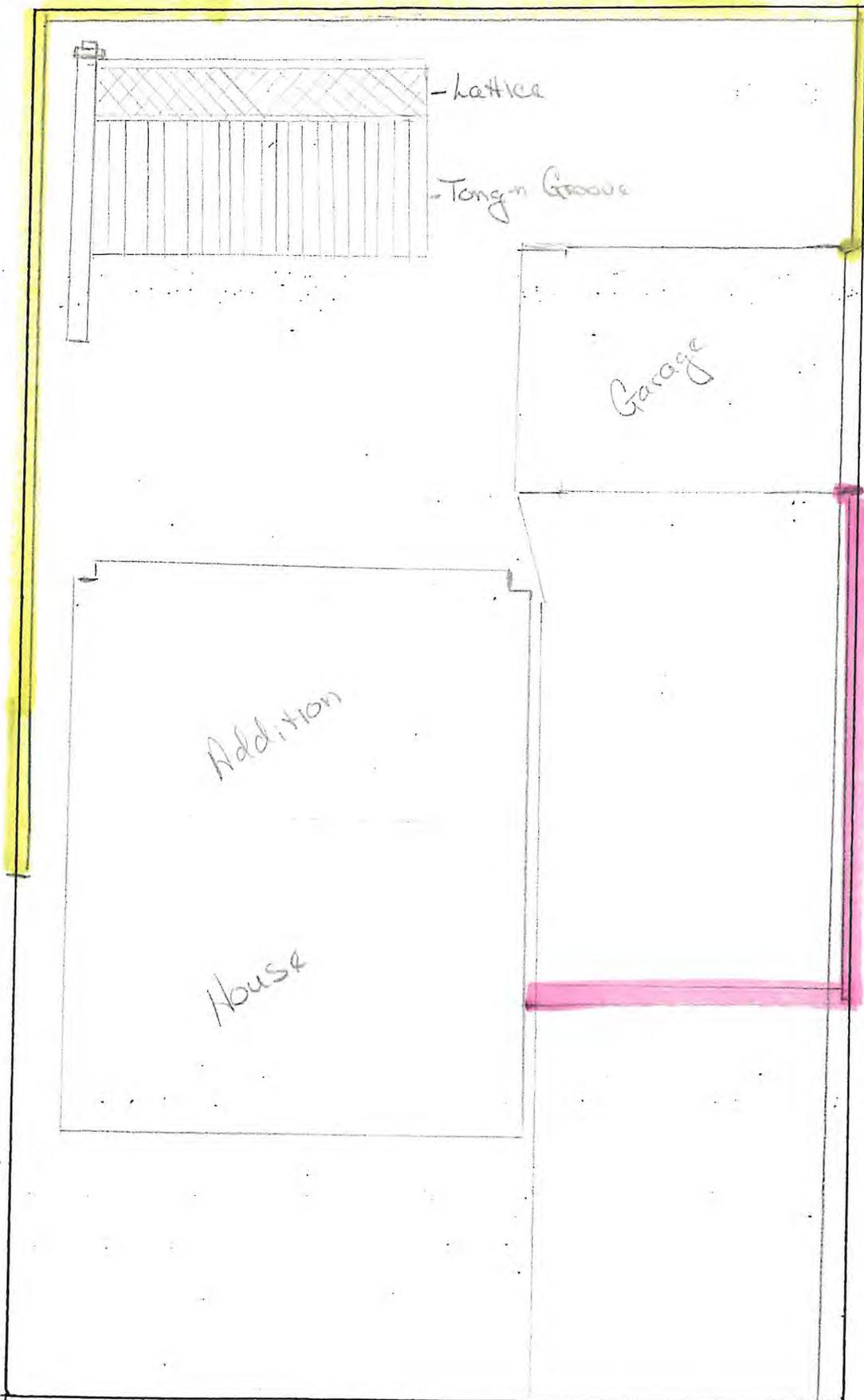
Owner [Signature] of property 2041 Beaufort

Owner \_\_\_\_\_ of property \_\_\_\_\_

Date 4/8/92

APPROVED BY: Melissa Miller

PLOT PLAN



2040  
FLEETWOOD

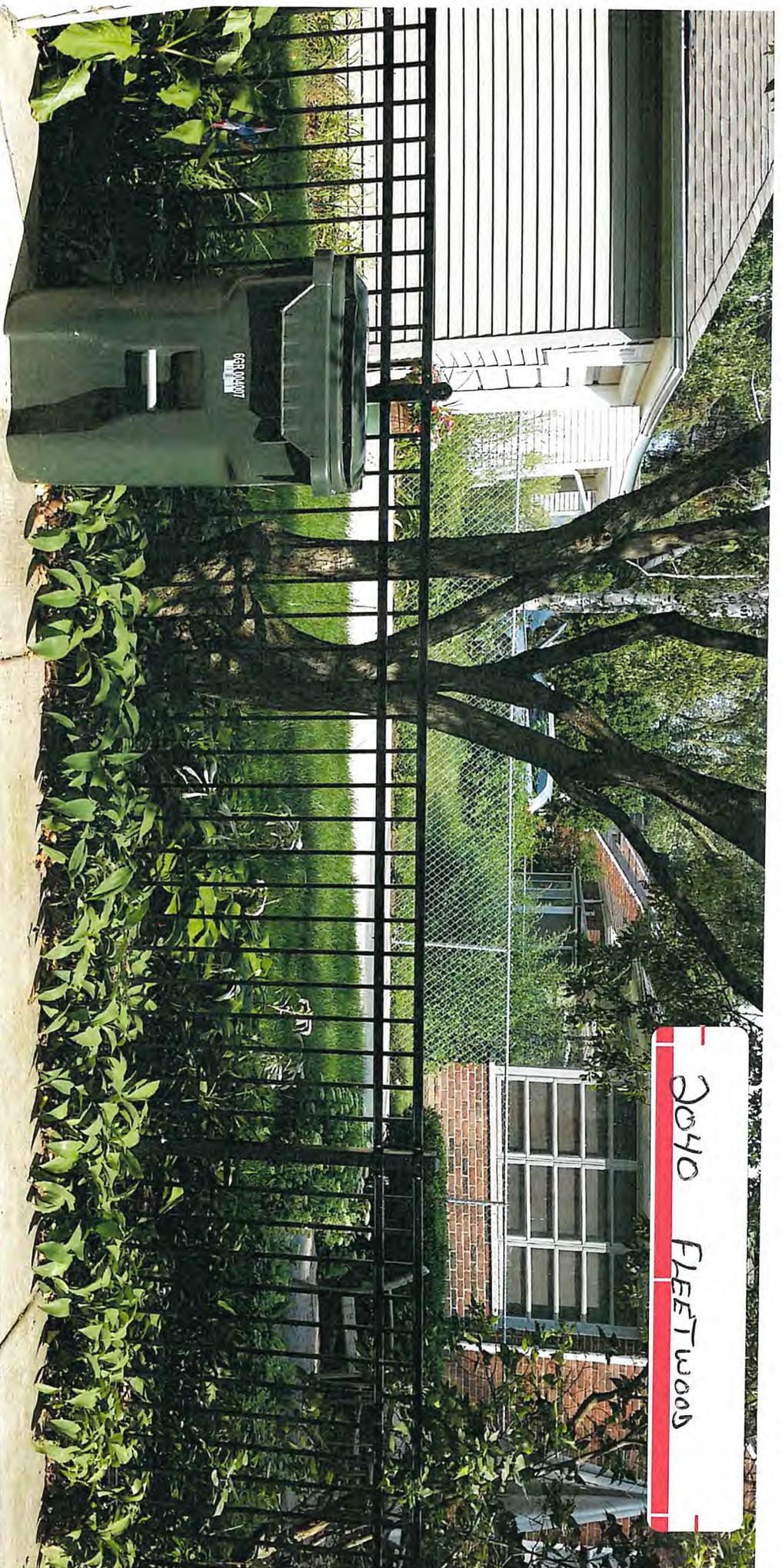
EXISTING N. EAST CORNER



EXISTING NORTH

2040 FLEETWOODS





2040 FLEETWOOD

EXIT FROM GARAGE TO HOUSE

EXISTING WEST



2040 FLEETWOODS

MEMO 18- 69

TO: Lisa Hathaway, City Clerk  
FROM: Frank Schulte, Director of Public Services  
DATE: August 28, 2018  
SUBJECT: Variance – Fence at 2040 Fleetwood

RECEIVED  
AUG 27 2018  
CITY OF GROSSE PTE. WOODS

I have reviewed the application from the residents Peter and Pat Gast requesting a fence variance at 2040 Fleetwood. The fence variance will have no impact on the Department of Public Works or utilities.

Please contact me if you have any questions.

cc Gene Tutag  
O/F

Jd

# AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 2040 Fleetwood Dr.  
Peter and Pat Gast

State of Michigan )  
                          ) ss.  
County of Wayne )

**I HEREBY CERTIFY** that the notice of Hearing was duly mailed First Class Mail on 8/30/18 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2012 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 306668.

Lisa Kay Hathaway, CMMC/MMC  
City Clerk

**See attached document for complete list.**

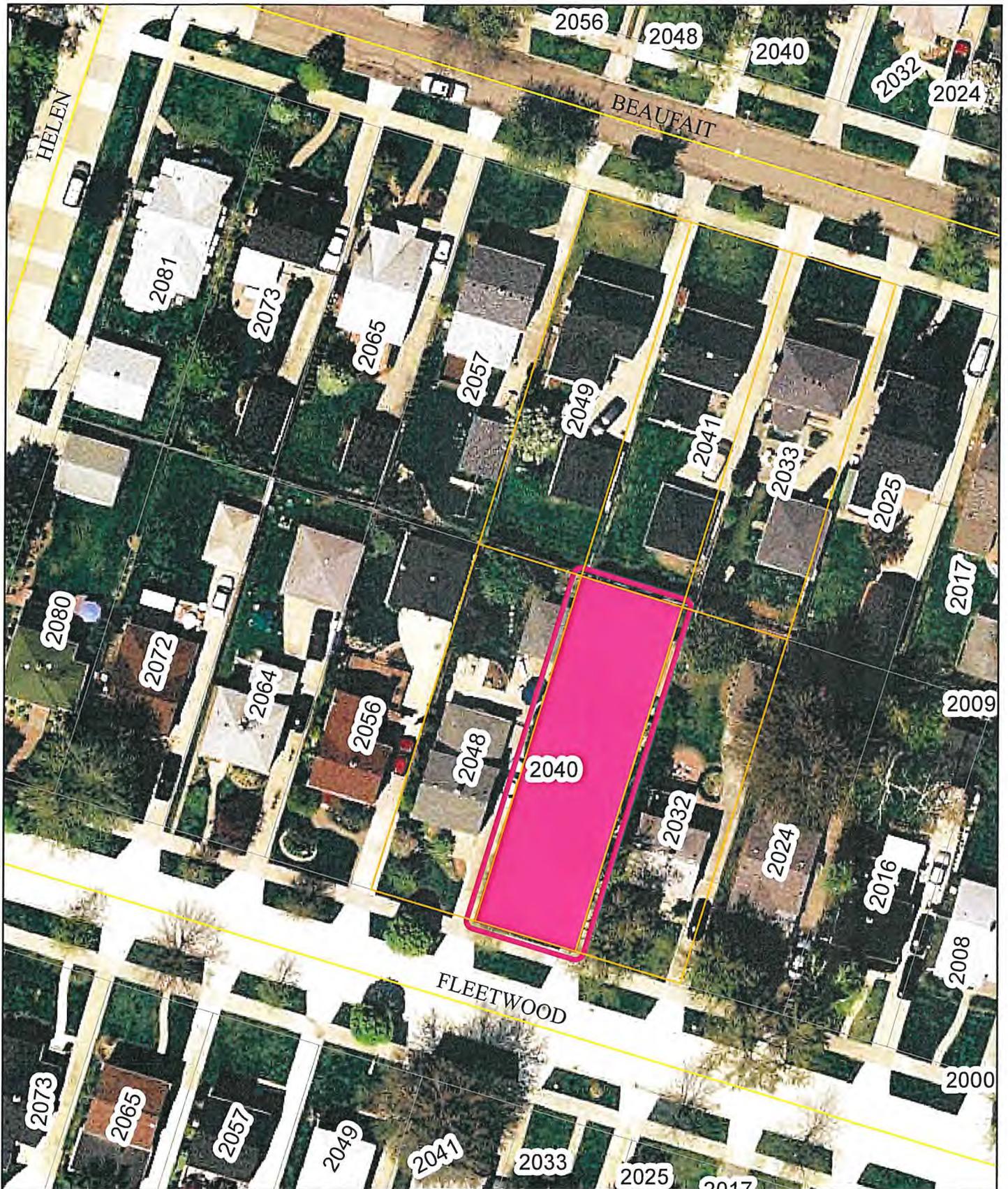
## **City of Grosse Pointe Woods, Michigan**

**NOTICE IS HEREBY GIVEN** that in accordance with Chapter 8, Buildings and Building Regulations, Article IX, Fences of the 2017 City Code of the City of Grosse Pointe Woods, Sections 8-284(a)(2) Exceptions and 8-284(b) Public Hearing, the City Council will hold a public hearing in the Council-Court Room of the Municipal Building, 20025 Mack Plaza, on Monday, September 10, 2018, at 7:00 p.m. to hear the requests of Peter and Pat Gast, 2040 Fleetwood Drive, Grosse Pointe Woods, MI, who are seeking approval of variances for the property located at 2040 Fleetwood Drive, to permit the replacement of an existing 6' solid wood privacy fence with a 6' privacy fence constructed of 4' solid wood and 2' lattice top to be erected on the sides and rear property lines. The fence application will require variances in accordance with Sections 8-281 *Rear yard fences shall be constructed to a maximum height of four feet from the property grade line;* and 8-282(1) *Side yard fences shall be constructed to a maximum height of four feet from the property grade line,* therefore variances are required. The fence application materials are open for public scrutiny. All interested parties are invited to attend.

Lisa Kay Hathaway  
City Clerk

2040 Fleetwood - 3' Radius

ownersname	ownerstree	ownercity	ownerstate	ownerzipco	propertyst
BUNKER FRANK	2049 BEAUFIT DR	GROSSE POINTE WOODS	MI	48236	2049 BEAUFIT DR
BLOSNIK SOPHIA N	2041 BEAUFIT DR	GROSSE POINTE WOODS	MI	48236	2041 BEAUFIT DR
TAYLOR STEVEN & ANNE	2033 BEAUFIT DR	GROSSE POINTE WOODS	MI	48236	2033 BEAUFIT DR
MICLEA MIHAI	2048 FLEETWOOD DR	GROSSE POINTE WOODS	MI	48236	2048 FLEETWOOD DR
GAST, PETER B-PATRICIA	2040 FLEETWOOD DR	GROSSE POINTE WOODS	MI	48236	2040 FLEETWOOD DR
DYBLE PATRICIA S	2032 FLEETWOOD DR	GROSSE POINTE WOODS	MI	48236	2032 FLEETWOOD DR



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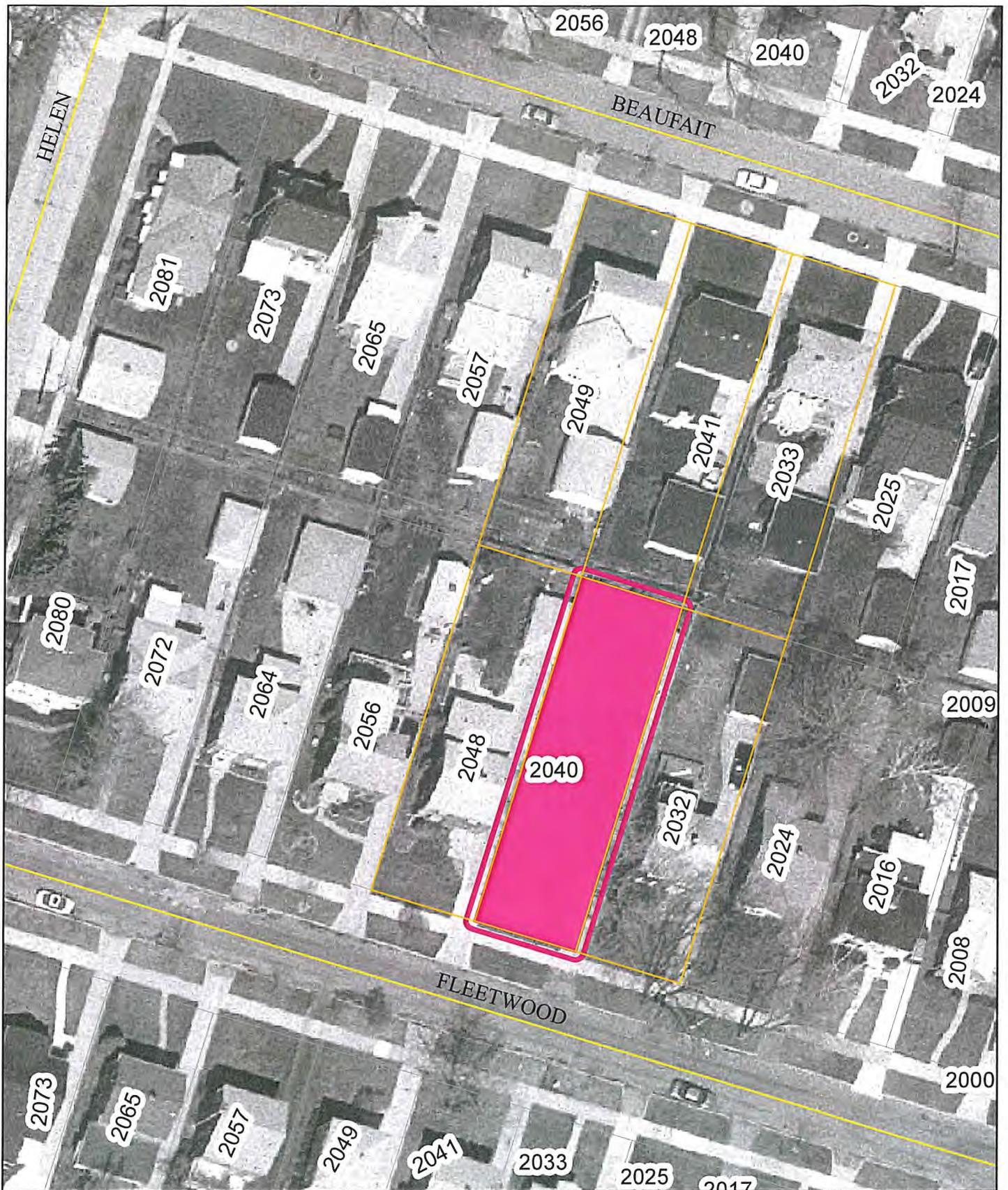


INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

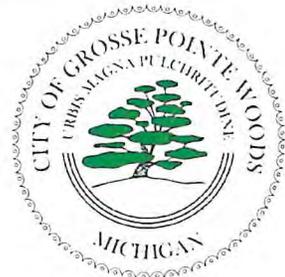
Subject: 2040 Fleetwood

Date: 08/30/18





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INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: 2040 Fleetwood

Date: 08/30/18



CITY OF GROSSE POINTE WOODS

Office of the City Administrator

Memorandum

10A

RECEIVED  
AUG 30 2018  
CITY OF GROSSE PTE. WOODS

**DATE:** August 30, 2018

**TO:** City Council

**FROM:** Bruce Smith, City Administrator



**SUBJECT:** Support for the Great Lakes Water Authority's (GLWA) challenge to the validity of the MDEQ's Copper and Lead Rules

On June 14, 2018, the Michigan Department of Environmental Quality's (MDEQ) rules concerning Lead and Copper in drinking water became final. In part, these rules mandate that every lead service line be replaced by the entity providing water to its customers. Prior to this change, the city was responsible for a water service line from the water main to the stop box. The section from the stop box to the water meter was the responsibility of the property owner. This MDEQ rule mandates that the provider (city) is now responsible for changing that section of the waterline.

The GLWA challenge also questions the theory that removing and replacing lead water lines will reduce blood lead levels in adults and children. When proper corrosion control is used the vast majority of lead service lines do not pose a health risk. The water quality testing performed on sample houses in Grosse Pointe Woods has shown lead levels to be below the minimum standard.

It is estimated that the city has approximately 500 homes with lead service lines and the estimated cost per house to replace the lead line is \$5,000.00. That comes to \$2,500,000.00 which under the MDEQ rule must come from the city's water and sewers fund.

It is my recommendation to the City Council to support the GLWA's challenge to the MDEQ rules regarding lead service lines by authorizing the completion of the Concurrence Form and mailing it to the MDEQ.

**Bruce Smith**

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**From:** Outreach <glwaterOutreach@public.govdelivery.com>  
**Sent:** Tuesday, August 28, 2018 8:09 AM  
**To:** Bruce Smith  
**Subject:** Lead & Copper Rule Update & Concurrence Form



# Member Outreach



## LEAD & COPPER RULE UPDATE & CONCURRENCE FORM

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Dear Member-Partners,

On Monday, August 13, 2018, the Great Lakes Water Authority (“GLWA”), Detroit Water and Sewerage Department and the Oakland County Water Resources Commissioner (the “Petitioners”) timely filed a Request for a Declaratory Ruling with the Michigan Department of Environmental Quality (the “MDEQ”) to challenge the validity of the MDEQ’s Lead and Copper Rules (LCRs), which became final on June 14, 2018.

As water service providers, the Petitioners take very seriously their responsibility in protecting the public health. However, they do not believe that the new LCRs achieve this goal in an effective or fiscally responsible manner. The significant financial investment required in the LCRs will not lead to a meaningful decrease in blood lead levels in children, and may, in fact, put public health more at risk because it would have an adverse impact on the Petitioners’ asset management plans which focus on protecting, improving and enhancing the long-term sustainability of their systems.

The new LCRs presume that lowering the action level from 15ppb to 12ppb will lower blood lead levels in children and adults. However, multiple scientific studies confirm that the primary sources for lead poisoning in children is lead paint. Further, it is well established that with proper corrosion control, the vast majority of lead service lines do not pose a health risk. Therefore, it would be of better public benefit to schedule the methodical replacement of lead service lines in conjunction with a thorough analysis of all public health risk factors – which is a central consideration in water utilities asset management programs.

The Petitioners believe that the consideration of improvements to the LCRs are warranted. But, any changes must be thoughtful and based on a scientific foundation in order to provide the greatest value, both locally and broadly, to the people of the state of Michigan. **To support this effort, click [here](#) to find a copy of the Request for Declaratory Ruling (without exhibits) and click [here](#) to find a copy of the “Concurrence Form” that may be completed by your municipality and mailed to the Executive Division – Department of Environmental Quality, 525 West Allegan Street, Lansing, MI 48933.**

Please contact Randal Brown, GLWA's General Counsel, at [randal.brown@glwater.org](mailto:randal.brown@glwater.org) for further information. We would request that member-partners submit the concurrence form on or before September 29, 2018.

Stay Connected with Great Lakes Water Authority (GLWA):



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This email was sent to [cityadmin@gpwmil.us](mailto:cityadmin@gpwmil.us) using GovDelivery Communications Cloud on behalf of: Great Lakes Water Authority (GLWA) · 735 Randolph · Detroit, MI 48226



**CONCURRENCE WITH  
PETITIONERS' REQUEST FOR DECLARATORY RULING  
Re: MDEQ's Lead and Copper Rules**

NAME OF GOVERNMENTAL ENTITY	STREET ADDRESS		
CITY	STATE	ZIP CODE	TELEPHONE NO. (    ) -    -
E-MAIL ADDRESS			
<p>On June 14, 2018, the MDEQ filed the MDEQ Lead and Copper Rules ("LCRs") with the Secretary of State.  On August 13, 2018, the Great Lakes Water Authority, Detroit Water and Sewerage Department and the Oakland County Water Resource Commissioner (the "Petitioners") timely filed their Request for Declaratory Ruling, pursuant to 2003 MR 2, R 324.81. The Petitioners challenged the validity of the LCRs, asserting that the LCRs exceed the scope of the MDEQ's authority under state law and are arbitrary and capricious.  The above stated governmental entity has reviewed the Petitioners' Request for Declaratory Relief and incorporates it by reference and concurs in its Relief Requested.</p>			
<p><b>Indicate below whether the request relates to a Statute, Administrative Rule, or an Order administered by the Department.</b></p> <p><input type="checkbox"/> Part            of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 <i>et seq.</i></p> <p><input type="checkbox"/> Part            of the Public Health Code, 1978 PA 368, as amended, MCL 333.1101 <i>et seq.</i></p> <p><input type="checkbox"/> Other statute:</p> <p><input checked="" type="checkbox"/> <b>Administrative Rule, R 325.10102-.11606 Title: Supplying Water to the Public (Lead and Copper Rules)</b></p> <p><input type="checkbox"/> Order No.            ; Title</p>			
<p><b>Please state the specific question or request to be addressed:</b> The above stated governmental entity concurs in the Petitioners' request that:</p> <p>(1) the MDEQ issue a declaratory ruling finding that key provisions of the LCRs exceed the MDEQ's authority under the Michigan Safe Drinking Water Act ("MSDWA"), and are arbitrary and capricious, and</p> <p>(2) the MDEQ issue a declaratory ruling finding that the rulemaking record for the LCRs, Regulatory Impact Statement and Cost Benefit Analysis are incomplete, deficient and fail to provide the necessary legal support and foundation for the LCRs.</p>			
<p>Please state the actual <i>uncontested facts</i>, including your status as an interested person or your standing to request a declaratory ruling:</p> <p>Like the Petitioners, the above stated governmental entity is a supplier of water, as defined under the MSDWA, and thus has a direct interest in the scope and applicability of the LCRs and has standing to challenge the validity of the LCRs. As described in the Petitioners' Request for Declaratory Ruling, the LCRs impose a myriad of new and additional regulatory, technical and cost burdens on suppliers of water.  As such, the above stated governmental entity incorporates by reference the statements and allegations made in the Request for Declaratory Relief. Further, the above stated governmental entity concurs in the Petitioners' Relief Requested in the Request for Declaratory Ruling.</p>			
(Additional pages, maps, drawings, etc., may be attached)			
TITLE IF SIGNING FOR THE GOVERNMENTAL ENTITY		NAME OF GOVERNMENTAL ENTITY	
SIGNATURE		DATE	

Submit this Concurrence with Petitioners' Request for Declaratory Ruling and attachments to:

EXECUTIVE DIVISION  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
525 WEST ALLEGAN STREET  
LANSING, MI 48933

Founded in 1852  
by Sidney Davy Miller

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CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

STEVEN E. CHESTER  
TEL (517) 483-4933  
FAX (517) 374-6304  
E-MAIL [chester@millercanfield.com](mailto:chester@millercanfield.com)

Miller, Canfield, Paddock and Stone, P.L.C.  
One Michigan Avenue, Suite 900  
Lansing, Michigan 48933  
TEL (517) 487-2070  
FAX (517) 374-6304  
[www.millercanfield.com](http://www.millercanfield.com)

August 13, 2018

## VIA HAND DELIVERY

Ms. Heidi Grether  
Director  
Executive Division  
Department of Environmental Quality  
525 W. Allegan St.  
Lansing, MI 48933

Re: Request for Declaratory Ruling

Dear Director Grether:

Enclosed for filing is a Request for Declaratory Ruling on behalf of Great Lakes Water Authority, Detroit Water and Sewerage Department, and Jim Nash in his capacity as Oakland County Water Resources Commissioner and as County Agent for the County of Oakland.

Please feel free to contact me if you have any questions regarding this letter or the enclosed Request.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Steven E. Chester

SEC

cc w/enc: ALJ Daniel L. Pulter (via hand delivery)  
Attorney General Bill Schuette (via hand delivery)



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
**REQUEST FOR DECLARATORY RULING\***

The procedural authority for a declaratory ruling is the Michigan Administrative Procedures Act, 1969 PA 306, as amended; MCL 24.201 et seq. Information requested on this form may be provided in an alternative, written format or additional pages may be attached.

NAME For list of Petitioners, see Attachment		STREET ADDRESS See Attachment	
CITY See Attachment	STATE MI	ZIP CODE Attachment	TELEPHONE NO. Attachment
E-MAIL ADDRESS See Attachment			
We (the above) request a declaratory ruling pursuant to 2003 MR 2, R 324.81 in regards to the MDEQ Lead and Copper Rules ("LCR"), which were filed with the Secretary of State on June 14, 2018.. Petitioners challenge the validity of the LCR asserting that the rules exceed the scope of the MDEQ's authority under state law and are arbitrary and capricious.			
<p>Indicate below whether the request relates to a Statute, Administrative Rule, or an Order administered by the Department.</p> <input type="checkbox"/> Part of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 <i>et seq.</i> <input type="checkbox"/> Part of the Public Health Code, 1978 PA 368, as amended, MCL 333.1101 <i>et seq.</i> <input type="checkbox"/> Other statute: <input checked="" type="checkbox"/> Administrative Rule, R 325.10102 - .11606 Title: Supplying Water to the Public (Lead and Copper Rules) <input type="checkbox"/> Order No. ; Title			
Please state the specific question or request to be addressed: We are requesting that the MDEQ issue a declaratory ruling finding that key provisions of the LCR exceed the MDEQ's authority under the Michigan Safe Drinking Water Act ("MSDWA"), and are arbitrary and capricious. We also request that the MDEQ issue a declaratory ruling finding that the rulemaking record for the LCR, including the Regulatory Impact Statement and Cost Benefit Analysis ("RIS"), is incomplete, deficient, and fails to provide the necessary legal support and foundation for the rules.			
Please state the actual <i>uncontested facts</i> , including your status as an interested person or your standing to request a declaratory ruling: Petitioners are suppliers of water as defined under the MSDWA and thus have a direct interest in the scope and applicability of the LCR. As described in the Attachment, the rules impose myriad new and additional regulatory, technical and cost burdens on Petitioners. As such, Petitioners have standing to challenge the validity of the LCR. For the factual Background, see the Attachment.			
TITLE IF SIGNING FOR ORGANIZATION Attorneys for Petitioners		ORGANIZATION Miller, Canfield, Paddock and Stone, PLC.	
SIGNATURE 		DATE August 13, 2018	

\*Requests regarding enforcement issues are not a proper subject for a Declaratory Ruling: 2003 MR 2, R 324.81(1).

Submit this Request and attachments to:  
 EXECUTIVE DIVISION  
 DEPARTMENT OF ENVIRONMENTAL QUALITY  
 525 WEST ALLEGAN STREET  
 LANSING, MI 48933

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY

Petitioners:

Great Lakes Water Authority ("GLWA"), Detroit Water and Sewerage Department ("DWSD"), and Jim Nash in his capacity as Oakland County Water Resources Commissioner and as County Agent for the County of Oakland ("Oakland Water Resources Commissioner")

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**REQUEST FOR DECLARATORY RULING**

Petitioners DWSD and GLWA , by and through their attorneys Miller, Canfield, Paddock and Stone, PLC, and Petitioner Oakland Water Resources Commissioner, by and through their counsel Dickinson Wright PLLC, (collectively "Petitioners") submit this Request for Declaratory Ruling to the Michigan Department of Environmental Quality ("MDEQ" or the "Department") pursuant to Sections 63 and 64 of the Michigan Administrative Procedures Act ("APA"), MCL 24.263 and MCL 24.264, and Administrative Rules R 792.10301 and R 324.81.<sup>1</sup> As set forth herein, Petitioners challenge the validity of the MDEQ Lead and Copper Rules ("LCRs")<sup>2</sup> which were filed with the Secretary of State on June 14, 2018. Petitioners assert that the LCRs exceed the scope of the MDEQ's authority under state law and are arbitrary and capricious.

In support of the Request, Petitioners state the following:

**Petitioners**

1. Petitioner Great Lakes Water Authority ("GLWA") is an authority established pursuant to Act 233, Michigan Public Acts of 1955, as amended and a wholesale water supply provider to over 127

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<sup>1</sup> In accordance with Section 64 of the APA, before challenging the validity or applicability of a rule in circuit court, a petitioner/ plaintiff must first request the agency that promulgated the rule for a declaratory ruling. MCL 24.264. Section 63 of the APA and the rules cited above identify the criteria for seeking a declaratory ruling from the MDEQ. The relevant APA sections and rule citations are set forth in the attached **Addendum**.

<sup>2</sup> The LCR amends the MDEQ "Supplying Water to the Public" Rules, specifically R 325.10102, R 325.10105, R 325.10108, R 325.10401a, R 325.10405, R 325.10410, R 325.10413, R 325.10420, R 325.10604f, R 325.10710a, R 325.10710b, R 325.10710d, R 325.11506, R 325.11604, and R 325.11606 of the Michigan Administrative Code.

governmental entities in Southeast Michigan. By license through the Detroit Water and Sewerage Department, GLWA is also a water supply provider to all of Detroit's retail customers. GLWA's main office is located at 735 Randolph St., Suite 1900, Detroit, MI 48226 GLWA, sue.mccormick@glwater.org.

2. Petitioner Detroit Water and Sewerage Department ("DWSD") is a public utility that provides drinking water and sewerage services for customers in the City of Detroit. DWSD's service area has an estimated 2,700 miles of water mains serving a population of approximately 680,000, of which over 35 percent have incomes below the U.S. federal poverty line. Detroit has an estimated 125,000 lead service lines (LSLs), aged water and sewer pipe networks, and high incidences of water and sewer line breaks. DWSD's main office is located at 735 Randolph St., Suite 506, Detroit, Michigan 48226-2830, browngary@detroitmi.gov.

3. Petitioner Jim Nash in his capacity as Oakland County Water Resources Commissioner and as County Agent for the County of Oakland is the elected official in Oakland County responsible for planning, developing, and maintaining designated surface water drainage systems in Oakland County, providing operations and maintenance to both water and sewer customers in more than fifteen Oakland County communities. Oakland County's service area in the City of Pontiac has 304 miles of water main serving a population of approximately, 59,792, of which more than 34.4 percent have incomes below the U.S. federal poverty line. Pontiac has a high percentage of lead service lines, has aged water and sewer infrastructure, and high incidents of water main breaks. The office of the Oakland County Water Resources Commissioner is located at One Public Works Drive, Building 95 West, Waterford, MI 48238, wrc@oakgov.com.

4. Each Petitioner is a "supplier of water" as defined by the Michigan Safe Drinking Water Act ("MSDWA"), MCL 325.1001 *et seq.*, and subject to the LCRs. As defined by the MSDWA, a "supplier of water" is: "a person who owns or operates a public water supply, and includes a water hauler." MCL

325.1002 (t). In turn, a “*public water supply*” is defined, in pertinent part, as: “a waterworks system that provides water for drinking or household purposes to persons other than the supplier of the water...” MCL 325.1002(p). Lastly, a “*waterworks system*” is: “a system of pipes and structures through which water is obtained and distributed, including but not limited to wells and well structures, intakes and cribs, pumping stations, treatment plants, storage tanks, pipelines and appurtenances, or a combination thereof, actually used or intended for use for the purpose of furnishing water for drinking or household purposes.” MCL 325.1002(x).

5. As suppliers of water, Petitioners have a direct interest in the scope and applicability of the LCRs. As described below, the LCRs impose myriad new and additional regulatory, technical and cost burdens on Petitioners. As such, Petitioners have standing to challenge the validity of the LCRs.

### **Background**

6. In March, 2017, the MDEQ submitted a Request for Rulemaking to the Office of Regulatory Reinvention to amend the lead and copper provisions of the state’s existing Supplying Water to the Public Rules. Up to this point, the MDEQ’s lead and copper drinking water regulations, enacted under the MSDWA, substantially tracked and incorporated the requirements of the federal Lead and Copper Rule, 40 CFR 141.80-.91, promulgated by the U. S. Environmental Protection Agency (“U.S. EPA” or “the Agency”) under the federal Safe Drinking Water Act, 42 USC 300f *et seq.*<sup>3</sup> The MDEQ’s proposed rule changes were intended to impose additional requirements on state drinking water suppliers beyond those imposed by the federal rule.

7. The MDEQ formed a stakeholder group and held stakeholder meetings from July through November, 2017. Draft LCRs were published in January, 2018. As required by Section 45 of the APA, MCL

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<sup>3</sup> U.S. EPA has granted Michigan primacy to implement the federal SDWA and federal Lead and Copper Rule.

24.245, and Executive Order 2011-5, the MDEQ prepared a Regulatory Impact Statement and Cost-Benefit Analysis ("RIS") to, among other things, compare the LCRs to parallel federal and state regulations, determine whether the LCRs conflict with existing law, identify the behavior to be altered and the harm to be addressed by the LCRs, identify the impacts of the LCRs on businesses, groups and individuals, discuss possible alternatives to the LCRs, and estimate the costs imposed by the LCRs (a cost-benefit analysis). Hence, one of the main purposes of the RIS is to inform the public and decision-makers regarding the impact of the LCRs.

8. A public comment period for the LCRs was held from February 8, 2018 through March 21, 2018, and a public hearing was held in Lansing on March 1, 2018. Petitioners were part of a "Coalition" of water suppliers and municipal associations that provided comments. **Attachment A.** Petitioner DWSD also provided comments individually. **Attachment B.** As noted below, the MDEQ largely rejected the Petitioners' legal, technical and substantive comments and concerns regarding the LCRs. The LCRs were provided to the Joint Committee on Administrative Rules (JCAR) in May, 2018 and, after several additional changes, the rulemaking process was completed and the LCRs became final on June 14, 2018.

#### **Statutory and Substantive Legal Defects of the LCR**

9. During the stakeholder process and public comment period, Petitioners identified significant substantive defects and statutory and constitutional conflicts with the LCRs. Petitioners repeatedly requested that the MDEQ respond to these legal issues, but the department chose not to do so, leaving most of the Petitioners' concerns unaddressed. As a consequence, the rulemaking record for the LCRs is incomplete, deficient, and fails to provide the necessary legal support and foundation for the LCRs. As such, the MDEQ has exceeded its statutory and constitutional authority in promulgating the LCRs.

10. The LCRs impose new obligations on water suppliers without duly considering the legal, scientific and technical support for such unfunded mandates. Without limitation, these obligations include:

- a. removing privately owned lead service lines using public monies, R 325.10604f(5)(c) and (6)(e);
- b. with limited exceptions, removing all lead service lines within 20 years even where existing lines fall below lead action levels, R 325.10604f(6)(b);
- c. accessing private property to complete a distribution system materials inventory, R 325.11604(c);
- d. reducing the lead action level from 15 parts per billion (“ppb”) to 12 ppb triggering additional regulatory actions, R325.10604f(1)(c), (e), and (f), and R325.10604f(4) and R325.10604f(5);
- e. requiring sequential sampling in addition to first flush sampling for water suppliers with lead service lines, R325.10710a(2)(b);
- f. anticipating partial lead service line replacements in emergencies without defining an emergency, R325.10604f(6)(e)(iv); and
- g. creating and providing support for local Drinking Water Advisory Councils, R325.10410(7).

11. As discussed herein, the LCRs exceed the scope of the MDEQ’s rulemaking authority under the MSDWA in several key ways. To begin with, the LCRs require municipal water suppliers to pay the cost of removing and replacing private lead service lines with the consent of the owner **at the supplier’s cost.** 325.10604f(5)(c) and (6)(e).] The MSDWA simply does not authorize the MDEQ to shift the financial burden of removing private lead lines from property owners to municipal providers and their ratepayers who did not install and do not own the lines. Yet, this is precisely what the LCRs require. The MDEQ cannot, through adopting rules, redefine the statutorily defined term “waterworks system” to expand the system’s scope to include private lines which are not legally part of the system.

12. The inability and lack of authority to access private property is also a significant impediment to municipal water suppliers' compliance with the LCRs. The municipality does not have a legal right to trespass on private property without an easement or specific authority from the property owner. By way of example, City of Detroit local ordinance specifically states "whenever any repairs are necessary to any service connection between **the lot line and the water main**, the board of water commissioners shall immediately cause the same to be repaired without cost to the property owner or person responsible." Detroit City Code Sec. 56-2-4. The portion of the service line from the lot line to the residence is the **property owner's responsibility and expense**. Based upon Detroit's experience to date, obtaining permission from the actual owner of a home has been a daunting task. Nearly 50% of Detroit's housing stock is rental property and in the majority of circumstances, rental property managers are the only entity with which the City or the tenants have contact. Neither the tenant nor the property manager has legal authority to grant the municipality the right to replace the lead service line. (At least one municipal water supplier sought guidance from the MDEQ on how to handle situations where the property owner would not allow access or could not be located. MDEQ's potential "solutions" include: obtaining warrants to gain access to private land, shutting off water service until owner consents and/or refusing to connect lead line to new main. Each of these "solutions" completely ignores the fact that a family renting the home may be fully supportive of the lead service line replacement, but is at the mercy of a reluctant or elusive property owner.)

13. The issue of access to comply with the LCRs encompasses more than just the lead line replacement; first, inventory requirements and the sampling protocols are necessary under the LCRs. Petitioner Oakland County Water Resources Commissioner has found that home owners will need assistance with performing the sampling. Many home owners, if willing to assist, do not have the ability and

knowledge to take a water sample that can actually be used. Then, the even more intrusive lead line replacement work begins. Petitioner DWSD has already experienced the lack of cooperation by home owners in its pilot program for lead line replacement on just one street in Detroit. Countless hours, numerous requests and manpower have been expended to gain access to homes, but many home owners, to no avail, still refuse. Home owners simply do not want to be bothered with having to take time away from work and other obligations to attend to municipal projects. Municipal water suppliers are faced with the reality that compliance with the LCRs depends on decisions by these home owners over which the suppliers have no control.

14. The LCRs also mandate that a city with a population over 50,000 establish and provide support for a Water Advisory Council. R325.10410(7). There is no authority in the MSDWA empowering the MDEQ to require water suppliers to create such councils. A water supplier may independently decide to create and consult an advisory board or council, but that is a choice to be made by the municipal supplier and not a mandate imposed by state law.

15. Although not clearly stated in either the LCRs or its accompanying RIS, it is presumed that the overarching public health purpose of the LCRs is to lower blood lead levels in children and adults. The LCRs lower the lead action level from 15 ppb to 12 ppb. R325.10604f(1)(c). Lowering the action level then triggers a number of regulatory responses and actions on the part of water suppliers. R325.10604f(4) and R325.10604f(5). Yet, the MDEQ offers no technical rationale for how lowering the action level will contribute in any meaningful way to reducing blood lead levels amongst the general public and specifically in children because the rule does not in any way address the primary source for lead poisoning in children, which is lead paint. **Attachment A**, *Petitioners' Comments on the RIS*, (pp. 4-5).

16. An action level of 15 ppb is a “technology-based” requirement selected by the U.S. EPA as being representative of effective corrosion control treatment. *Lead and Copper Rule Revisions White Paper, EPA, p. 11 (October 2016)*. To establish a meaningful health-based benchmark, U.S. EPA currently is developing up-to-date scientific modeling of the relationship between lead levels in drinking water and blood lead levels – particularly for sensitive life stages such as formula-fed infants and children under age 6. *White Paper, p. 12*. The Agency has not yet completed its peer reviewed modelling analysis, but intends to do so as it considers revisions to the federal Lead and Copper Rule. In addition to modelling, U.S. EPA also will consider field data and studies provided by water suppliers on the relationship of blood lead levels and drinking water. The MDEQ thus has taken the federal action level developed to address the effectiveness of corrosion control measures and misapplied it to lead service line replacement. As such, the MDEQ’s lowering of the lead action level without the results of U.S. EPA’s rigorous analysis is arbitrary and capricious.

17. The LCRs require water suppliers to now conduct sequential sampling in addition to first draw sampling. R325.10710a(2)(b). As Petitioners indicated to the MDEQ, compliance with the lead action level should be determined by first draw samples. First draw samples are reflective of both recent exposure of the water to household plumbing and service line. If that first draw sample comes back above the action level, an investigation should begin. Sequential sampling should be used only as part of an investigation in response to elevated levels. These samples should not be used for compliance with the action level, nor should they be used to trigger any system-wide lead service line replacement. The purpose of sequential sampling is to determine the source of the elevated lead level, which will then drive decisions about mitigation of the source. Also, by requiring sequential sampling, the MDEQ has created an otherwise avoidable potential conflict with the U.S. EPA Lead and Copper Rule which continues to require first draw

sampling (U.S. EPA presently is seeking input on sampling protocols and might require an entirely different approach to sequential sampling).

18. The LCRs even require water suppliers in compliance with the lead action level and corrosion control requirements to replace, on average, 5% of their lead service lines per year, not to exceed 20 years for total line replacements unless an alternative schedule has been approved by the MDEQ. R 325.10604f(6)(b). Petitioners maintained that line replacement should not be subject to an arbitrary 20 year timeline, but should be implemented through a water supplier's asset management plan that also accounts for numerous other infrastructure objectives sought by the state. **Attachment A, Introduction and Petitioners' Comments to RIS, Question 4, (pp. 4-5)**. The purpose of Michigan's on-going pilot asset management project is to find more holistic approaches that align the multiple public health and safety needs water suppliers are required by law to achieve. An asset management approach will allow state and local governments to implement a lead reduction program that is both protective of public health and within a level of resources that does not compromise other public health protections. It will also ensure that local governments have the ability to continue investing in needed drinking water, sanitary sewer, and stormwater infrastructure improvements thereby avoiding an entirely different set of public health problems and unintended consequences. For instance, in Southeast Michigan's old drinking water infrastructure, a significant number of breaks occur annually; if left unaddressed each break is an opportunity for backflow or microbes in the soil to enter the drinking water supply. See the 21<sup>st</sup> Century Infrastructure Report regarding the benefits of asset management programs.<sup>4</sup>

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<sup>4</sup> Petitioner DWSD's asset management plan provides for \$37 Million in improvements system wide annually. DWSD has issued over 400 work orders to address leaks and main breaks since January 2018 on the public side of the system. (There have been another 600 work orders issued that turned out to be leaks on the customer's private side of the line.) Replacement of 5% of Detroit's 125,000 service lines in one year would cost an estimated \$42 Million – far exceeding the entire amount allocated to its asset management plan and leaving nothing to address  
*Continued on next page.*

19. The ban on partial service line replacement is uniquely arbitrary and capricious, as a myriad of operational and functional issues may necessitate partial replacement of a service line, to minimize both lead particle release risk and to enhance customer safety. The ban also prevents municipal water suppliers from providing clean, potable water to customers. Water main breaks happen unexpectedly at any time during the day or night. The operational goal is to repair the break safely and as expeditiously as possible, to restore water service, and minimize damage to public and private property; and disturbing lead service lines on unplanned basis will likely cause an increase in lead particulate into the system. While the LCRs provide exceptions for emergency situations, there is no clarity about the process or protocols for declaring an emergency as required in the new rules. The MDEQ advised at least one municipality that it may have to submit a written explanation as "what constitutes an emergency" to the MDEQ for their consideration. Yet, the ban on partial replacements is in effect *now*. Additionally, services can either be individual pipes serving individual properties, or the utility may discover a lead "pigtail" – a multi-pronged service connection that can manifold several properties into a singular connection to a water main. When these are discovered, they must be removed in accordance with the LCRs. However, if one of the properties served by this pigtail denies access to the water supplier to perform a full lead service line replacement, the utility is in a conundrum wherein it cannot replace or reconnect the services to *all* lines connected to the pigtail because that would constitute a partial replacement. Yet another example is when another utility or a construction project unrelated to municipal water supplier activities damages a lead service line. The section of the line disturbed can and should be repaired as quickly as possible. But the obvious question becomes is this now a banned partial line replacement? Coordination and planning to do a full lead service

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*Continued from previous page.*

other public health issues like main breaks – issues best understood by local health officials - and forcing dramatic increases in water rates, exacerbating the affordability and collection challenges with which DWSD and its customers are already grappling.

line replacement demands prior proper planning so as to not unduly negatively affect the customer during the replacement. The myriad of activities that happen in the street both by the water supplier and others necessitates having the operational flexibility to safely and carefully and prudently perform partial lead service replacements. The LCRs fail to take into account any of these considerations.

20. As noted elsewhere, the LCRs reduce the lead action level from 15 ppb to 12 ppb, which triggers a water supplier's obligation to apply corrosion control treatment to its waterworks system. R325.10604f(4). The most common and cost-effective form of corrosion control treatment is through addition of orthophosphate. If waterworks systems that exceed 12 ppb but do not exceed 15 ppb choose to add orthophosphate for corrosion control, this may have the undesirable outcome of increasing phosphorus levels in Michigan's waterways. Downstream regulated NPDES permitted wastewater treatment plants, such as GLWA's Water Resource Recovery Facility, would then have an added burden to remove phosphorus being added by upstream water systems and bear the additional costs, or risk exceeding their phosphorus discharge limits or TMDLs at downstream regulated MS4 communities. This is a significant potential environmental consequence of the LCR that has not been sufficiently studied or addressed by the MDEQ. *Petitioners' Comments to RIS, Question 1 (pp. 1-2).*

#### **RIS Deficiencies**

21. The APA now requires that state departments prepare and include with a notice of rulemaking a regulatory impact statement. MCL 24.245(3). The statement must contain specific information and analysis pertaining to the proposed rules, including comparing the rules to federal and state counterparts, identifying the harms avoided by and the benefits of the rules, estimating the costs associated with implementation of and compliance with the rules, and identifying alternatives to the rules. Executive Order 2011-5

supplements the APA by requiring departments to complete a cost-benefit analysis for all proposed rules. *Exec. Order, Art V.1 (p. 5)*.

22. The MDEQ completed the RIS for the draft LCRs in January 2018. **Attachment C**. This RIS is required to provide the scientific, technical and legal foundation for the proposed rules. If the assumptions articulated in the RIS are flawed, then the LCRs themselves are flawed. The Petitioners submitted a detailed critique of the RIS on March 20, 2018. Despite identifying numerous inadequacies and flaws with the RIS, the MDEQ made no effort to address Petitioners' comments or to revise the RIS.

23. One of the most important analyses required as part of the RIS is to estimate any increase or decrease in costs to local governmental units as a result of the LCRs. **Attachment C, RIS, Question 11**. The MDEQ estimated that the overall cost for lead service line replacement under the draft LCRs would be \$499 Million over 20 years. As noted by Petitioners, the MDEQ's cost estimate was based on several fundamentally flawed assumptions. **Attachment A, Petitioners' Comments to RIS, Question 11 (pp. 11-12)**. After making adjustments for these flawed assumptions, but accepting the MDEQ's assertion that it would cost approximately \$5,000 per line to replace existing lead service lines, Petitioners demonstrated that the overall line replacement costs associated with the draft LCRs was closer to **\$2.5 Billion** over 20 years (Petitioner DWSD estimates its costs alone would be \$438 to \$625 Million for lead service line replacement). This far exceeds the MDEQ cost estimate of \$499 Million, and borders on being punitive. This is particularly true given that neither the draft nor the final LCRs provide any source of funding to cover lead line replacement, and both place the entire burden on the water suppliers and their customers. The MDEQ offered no response to Petitioners' cost assessment and made no meaningful effort to revise the rules to address the excessive costs associated with complying with the LCRs. If the RIS is wrong then how

can the MDEQ move forward with the LCRs under the APA where both the water suppliers and the public have grossly misleading information about the LCRs' impact?

24. Also, the RIS required the MDEQ to compare the LCRs to "parallel federal rules or standards;" indicate if the LCRs were required by state law or federal mandate; indicate if the LCRs exceeded a federal standard and if yes describe why it was necessary that the proposed LCRs exceed federal law; and specify the costs and benefits arising out of the deviation from federal law. **Attachment C, RIS, Question 1.** The MDEQ did not address this requirement. The Department acknowledged that there is a federal Lead and Copper Rule but then failed to: 1) identify if the proposed MDEQ revisions to the LCRs are required by state law or federal mandate; 2) describe why it is necessary for the MDEQ to exceed the regulatory standards of the federal Lead and Copper Rule; and 3) specify the costs and benefits associated with deviating from the federal Lead and Copper Rule.

25. In December 2017, the U.S. EPA sent letters to state drinking water agencies inviting them to participate in the Agency's rulemaking process to update and revise the existing federal Lead and Copper Rule. This rulemaking demonstrated U.S. EPA's commitment to assume responsibility for, and take a leadership role in, identifying how the rule can be improved to better protect human health. The MDEQ failed to articulate why it is necessary for the State of Michigan to act before the federal government on this issue rather than participate in and contribute to federal efforts to revise the existing federal Rule. A revised federal rule will apply standards applicable not only to Michigan communities but communities across the country. Also, the federal Rule will be based on scientific and technical expertise possessed by the U.S. EPA but lacking at the state level. Moreover, it will reflect input and the experiences of many more stakeholders than involved in the MDEQ process thereby resulting in a more-informed and effective rule. **Attachment A, Petitioners' Comments to RIS, Question 1 (pp. 1-2).**

26. The MDEQ furthermore fails to specify the costs and benefits likely to occur if the state takes action that deviates from U.S. EPA's efforts to revise the federal Lead and Copper Rule. The MDEQ asserts that the modified federal Rule "will contain many of the same provisions," as the MDEQ's LCRs, but offers no support for this conclusion. As water suppliers, Petitioners are concerned that the revised federal Lead and Copper Rule may vary significantly from the now final MDEQ LCRs, resulting in needless confusion and inconsistency, and imposing substantial unintended costs on water suppliers and their customers. By way of example, the U.S. EPA could recommend an action level at odds with the MDEQ 12 ppb level. Finally, the MDEQ was required to provide a robust cost/benefit analysis in response to this Question but failed to do so. **Attachment A**, *Petitioners' Comments to RIS, Question 1* (pp. 1-2).

27. The RIS also required MDEQ to compare the proposed LCRs to standards in similarly situated states, and if the LCRs included requirements exceeding standards in those states, explain why and specify the costs and benefits arising from the deviation. **Attachment C**, *RIS, Question 2*. The intent of this Question is to require MDEQ to justify actions that go beyond other states' regulatory requirements, and thereby impose different and/or additional burdens on regulated entities within the State of Michigan. The MDEQ asserted that other states have adopted the federal Lead and Copper Rule and have not varied from it in substantive ways. Once again, the MDEQ did not identify any costs or benefits associated with exceeding the standard of similarly situated states on this issue. The fact that the MDEQ's LCRs impose burdens on water suppliers above and beyond what is presently required by other states certainly will result in increased costs for the suppliers and their customers. The MDEQ did not respond to Petitioners' concerns and offered no substantive or independently verifiable justification for imposing such additional costs and burdens. **Attachment A**, *Petitioners' Comments to RIS, Question 2* (pp. 3).

28. Further, the RIS required the MDEQ to identify “laws, rules, and other legal requirements” that may duplicate, overlap, or conflict with the proposed LCRs. This included describing how the LCRs have been coordinated with other comparable federal, state, and local laws, and efforts undertaken to avoid or minimize duplication. **Attachment C, RIS, Question 3.** In response, the MDEQ tersely asserted “No other rules or legal requirements pertain.” The MDEQ’s response was an obvious non-response to the Question.

29. The MDEQ ignored the potential duplication, overlap and conflict the state LCRs have with the existing federal Lead and Copper Rule, or might have with any revisions to the federal Lead and Copper Rule. Also, Petitioners are not aware of (and the RIS does not identify) any effort on MDEQ’s part to coordinate the development of the its LCRs with the U.S. EPA, or to avoid duplication. In addition, the MDEQ response did not consider the adverse impact the LCRs would have on water suppliers’ asset management plans (i.e.; “other legal requirement”). These plans are intended to ensure that local governments have the ability to continue investing in needed drinking water, sanitary sewer, and stormwater infrastructure improvements given available financial resources. The LCRs would prioritize virtually all available funds for lead service line replacement, thereby depriving water suppliers of funds to address other pressing public health issues, such as replacing 100 year old mains at risk of rupture. **Attachment A, Petitioners’ Comments to RIS, Question 3 (pp. 3-4).**

30. Moreover, in its comments on the LCRs and RIS, and during the stakeholder meetings and rulemaking process, Petitioners expressed significant concerns about the validity of the LCRs’ requirement that local governments pay for the replacement of privately-owned lead lines, R 325.10604f(5)(c) and (6)(e), given certain provisions of the Michigan Constitution. See **Attachment A, Legal Memorandum.** Similar comments were raised during the MDEQ’s LCR Public Hearing on March 1, 2018. **Attachment D,**

*Hearing Transcript. (pp. 22, 57, 63).* Yet, MDEQ failed to address any of the constitutional provisions raised by Petitioners. For example:

- a. The MDEQ failed to address whether the LCRs violate Article VII, Section 26, of the Michigan Constitution, which prohibits municipalities from loaning their credit for any private purpose and thus, could arguably prohibit municipal water suppliers from appropriating public money for a lead service line replacement directly for the benefit of private owners. Petitioners neither own nor installed the portion of the service lines which fall outside the Petitioners' right of way on private property. Article VII, Section 26 arguably prohibits local governments from using municipal fee revenue (i.e., public money) to cover the costs of replacing private lead service lines.
- b. The MDEQ did not address whether the LCRs violate Article IV, Section 30, of Michigan's Constitution, which requires two-thirds of the Michigan Legislature to approve the use of public money for private purposes (i.e., for the benefit of private lead line replacement). Nor did the MDEQ provide any legal authority showing that two-thirds of the Michigan Legislature had approved the use of public money for the rules' purposes.
- c. The MDEQ did not address whether the LCRs violate Article IX, Sections 25 and 29, of the Headlee Amendment to the Michigan Constitution, which prohibit the state from imposing new or expanded requirements upon municipalities without full state funding. Section 25 and 29 could prohibit MDEQ from imposing upon local governments a new mandate to remove and replace lead service lines unless it also ensures that the state has provided adequate funding for removal and replacement. This is a critical issue especially since replacement of lead service lines on private property alone could easily exceed **\$2.5 Billion**. **Attachment A, Petitioners' Comments to RIS, Question 11 (pp. 11-12).**
- d. Finally, the MDEQ did not address whether the LCRs violate Article IX, Section 31, of the Michigan Constitution, which prohibits municipalities from assessing an unlawful tax upon its citizens without voter approval. The Michigan Supreme Court concluded in *Bolt v City of Lansing*, 459 Mich 152 (1998) that a municipal fee is an unlawful tax under Section 31 if it is not regulatory, proportional and voluntary. Petitioners raised concerns that because the LCRs require municipalities and their ratepayers to pay for the replacement of privately-owned lead lines, it will necessarily require them to spread the costs of that replacement across all ratepayers by including the costs in future rate assessments. Petitioners worried that ratepayers would challenge increased rates by filing lawsuits alleging that their payment of lead line replacement costs through their rates violates Section 31 because the rate is not proportional to the costs of service they each receive (i.e., these ratepayers are paying for the lead line

replacements that benefit other ratepayers, not for replacements that particularly benefit each of them directly). In the rulemaking record, the MDEQ failed to explain how the LCRs do not ultimately lead to a violation of *Bolt* and Section 31 of the Headlee Amendment.

31. Despite Petitioners' warning that a key provision of the LCRs could conflict with the Michigan Constitution, **the MDEQ failed to address a single constitutional concern** as part of the rulemaking record. It is as if these concerns simply do not exist. But ignoring them does not alleviate the significant legal and financial risk that scores of municipalities will bear by implementing the LCRs and by financing the replacement of privately-owned lead lines. Municipal water suppliers who follow the LCRs (many of whom are already cash-strapped) will incur substantial expense, first to implement the LCRs, and then to defend the LCRs' requirements if faced with a challenge to the LCRs' constitutionality. These municipalities will lose millions of dollars (in sunk replacement costs, in legal fees and in possible damages) if the LCRs and the municipal rates imposed to finance the improvements mandated by the LCRs are later found to be unconstitutional by the courts. These risks are absolutely unnecessary.

32. The RIS also required the MDEQ to describe how the proposed LCRs would protect public health, safety, and welfare while promoting a regulatory environment that is the "least burdensome alternative." **Attachment C, RIS, Question 6.** In response to this Question, the MDEQ asserted that removing lead service lines is the most effective way to remove lead exposure in drinking water. This is true only if the lead service line has been identified as the source of lead in drinking water – but this isn't always the case. As written, the LCRs fail to allow water suppliers, local health departments and other agencies to work collaboratively to pinpoint sources of lead exposure in waterworks systems - which may be attributed to other sources like indoor lead plumbing and fixtures. Consequently, lead service line removal may **not** be the most effective technique to eliminate lead exposure. Also, during the stakeholder process, Petitioners repeatedly expressed technical, scientific and legal concerns with the burdens imposed by the LCRs.

These concerns were placed in the “parking lot” by the MDEQ but given no further consideration during the rulemaking process. Petitioners restated these parking lot issues in their comments to the RIS, but once again the MDEQ failed to provide any substantive responses to the concerns. (Two of the parking lot issues in particular have already presented serious implementation challenges for municipal water suppliers, i.e.; issues of property access and partial line replacement, both of which are discussed in the text above. The LCRs provide no meaningful guidance on these issues.) **Attachment A, *Petitioners’ Comments to RIS, Question 6* (pp. 6-7).**

33. The RIS required MDEQ to estimate the primary and direct benefits and any secondary or indirect benefits of the LCRs. **Attachment C, *RIS, Question 29***. In its response, the MDEQ cites and relies exclusively on a 2016 Ecology Center Report (the “Report”), **but this reliance is misplaced**. As Petitioners pointed out, the Report unequivocally states that: “[w]e note that this research began in 2013 before Flint’s water-related lead exposures, and the scope of the work is state-wide. The impacts here are calculated using state-wide elevated blood lead levels in 2014, and associated costs of education, crime, health care, and lifetime earnings in 2014, so these calculations reflect little of the costs associated with Flint’s water contamination. Instead, these **figures indicate the baseline costs and economic impacts of lead exposure in Michigan, largely associated with lead paint.**” *Ecology Center Report, p. 5* (emphasis added); cited in **Attachment A, *Petitioners’ Comments to RIS, Question 29* (pp. 18-19)**,

34. In comments to the RIS, Petitioners speculated that the MDEQ’s purpose in citing the Report’s cost figures might be to suggest that these costs represent the quantified value of the benefits referenced by the MDEQ in support of the draft LCRs - but this is an inference without merit. The Report makes clear that the quoted costs reflect the impacts of lead exposure from lead paint. *Ecology Center Report, p. 30* (“A discussion of lead in water contamination is beyond the scope of this report.”). The Report actually supports

a recommendation Petitioners repeatedly made, i.e.; that a more effective rule would evaluate the multiple pathways contributing to lead exposures and use this as the yard stick for allocating resources to reduce overall risk. Lastly, the MDEQ provides only generic "benefit" declarations (e.g.; reducing exposure to lead, protecting public health, creating jobs), making no effort to articulate any specific benefits, or quantify the value of any benefits. **Attachment A, Petitioners' Comments to RIS, Question 29 (pp. 18-19).**

35. The RIS required the MDEQ to identify the sources it relied on in compiling the RIS, including the methodology used to determine impacts of and a cost benefit for the proposed LCRs. **Attachment C, RIS, Question 32.** In response, the MDEQ provided a list of documents/reports it relied on to prepare the RIS, but failed to provide any analysis or description of methodology used to determine the impact of the draft LCRs or the cost-benefit analysis. Consequently, as Petitioners pointed out, the relevancy of the cited documents/reports to the development of the LCRs is ambiguous at best (and, as pointed out above, the Report explicitly does *not* support the LCRs). Also, Petitioners identified two reports missing from the MDEQ's list that should have been reviewed and considered in development of the RIS and the LCRs, those being the Child Lead Poisoning Elimination Board report, "***A Roadmap to Eliminating Child Lead Exposure***"; and the Infrastructure Commission's "***21<sup>st</sup> Century Infrastructure Commission Report***." **Attachment A, Petitioners' Comments to RIS, Question 32 (pp. 19-21).** As with all other comments on the RIS made by Petitioners, the MDEQ never responded or otherwise revised the RIS in consideration of the comments.

36. The RIS required MDEQ to identify any reasonable alternatives to the proposed LCRs. **Attachment C, RIS, Question 33.** The MDEQ declared no reasonable alternatives existed. In commenting on the RIS, Petitioners provided a list of provisions that would constitute the foundation of an alternative,

more protective and cost effective lead abatement rule. **Attachment A**, *Petitioners' Comments to RIS, Question 33 (pp. 21)*. The MDEQ offered no response to or critique of Petitioners' suggestions.

37. Petitioners raised additional comments and concerns with the RIS (e.g.; including, without limitation, comments on Questions 4, 5, 9, 10, 12, 13, 14, 15, 26, 27, 28, 30, 31, 35) that are not repeated here but require a response from the MDEQ.

38. This RIS (including the cost-benefit analysis) is intended to provide the scientific, technical and legal foundation for the LCRs. Yet, for the reasons articulated by Petitioners, the LCRs' RIS fails to do so and falls far short of providing a sound foundation for the rules. As a consequence, the LCRs are invalid, and arbitrary and capricious.

**Relief Requested**

WHEREFORE, Petitioners respectfully request:

A. That the MDEQ issue a declaratory ruling finding that key provisions of the LCRs exceed the MDEQ's authority under the Michigan Safe Drinking Water Act, and are arbitrary and capricious; and

B. That the MDEQ issue a declaratory ruling finding that the rulemaking record for the LCRs, including the RIS, is incomplete, deficient, and fails to provide the necessary legal support and foundation for the rules;

C. That the MDEQ discontinue implementation of the LCRs and re-engage Petitioners and other stakeholders to develop alternative lead and copper rules and a regulatory impact statement that are legally valid and provide an accurate analysis and assessment of the regulatory impacts, costs and benefits associated with the rules; and

D. That Petitioners shall have such further relief as is warranted and equitable.

Miller, Canfield, Paddock and Stone, P.L.C.  
Attorneys for Petitioners Great Lakes Water Authority and  
Detroit Water and Sewerage Department

DATED: August 13, 2018

By: Steven Chester (with)  
Steven Chester, Esq.  
Scott Eldridge, Esq.

Dickinson Wright PLLC  
Attorneys for Petitioner Jim Nash as Oakland County  
Water Resources Commissioner and as County Agent for  
the County of Oakland

By: Peter Webster (with Permission)  
Peter H. Webster, Esq.



**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

10B

**Date: September 10, 2018**

**To: Mayor and City Council**

**From: Cathrene Behrens, Treasurer/Comptroller**

**CC: Bruce J. Smith, City Administrator**

**Re: Water Meter and Transponder Fees**

RECEIVED  
SEP - 5, 2018  
CITY OF GROSSE POINTE WOODS

Pursuant to City Council request, I have completed the attached analysis of water meter downsizing building permits which have been issued since January 1, 2018. You can see in the table that ten (10) residents were affected by this transition.

As you can see from the table prior to August 23, 2018 meter downsizing permit requests for a 3/4" meter were being charged \$92.00 for a new meter and \$185.00 for a new transponder for a total of \$277.00. Since August 23, 2018, with the posting of the newly adopted fee schedule by Council on August 23, 2018, meter downsizing permit requests are being charged \$182.00 to decrease to a 3/4" meter. They are not being charged for a transponder.

Thank you.

Handwritten signature of Cathrene Behrens in blue ink.

Cathrene Behrens, Treasurer/Comptroller Signature

Handwritten signature of Bruce J. Smith in blue ink.

Bruce J. Smith, City Administrator

**METER DOWNSIZING FEE ANALYSIS FROM 1/1/2018 - 8/23/2018**

PERMIT	ADDRESS	METER & TRANSPONDER FEE PAID PRIOR TO 08/23/2018	METER FEE EFFECTIVE 08/23/2018	METER COST TO THE CITY	DATE METER WAS PURCHASED?	TRANSPONDER DID THEY GET NEW ONE?	DIFFERENCE
PP180093	19834 HOLIDAY	\$ 277.00	\$ 182.00	\$ 182.00	6/8/2018	NO	\$ 95.00
PP180098	410 SADDLE LN	\$ 277.00	\$ 182.00	\$ 182.00	7/27/2018	NO	\$ 95.00
PP180109	1381 N RENAUD	\$ 185.00	\$ 182.00	\$ 182.00	8/9/2018	NO	\$ 93.00
PP180117	19919 E DOYLE PL	\$ 277.00	\$ 182.00	\$ 182.00	8/6/2018	NO	\$ 95.00
PP180120	762 N RENAUD	\$ 185.00	\$ 182.00	\$ 182.00	8/9/2018	NO	\$ 93.00
PP180126	2037 ALLARD	\$ 277.00	\$ 182.00	\$ 182.00	8/2/2018	NO	\$ 95.00
PP180133	697 FAIRFORD	\$ 277.00	\$ 182.00	\$ 182.00	8/6/2018	NO	\$ 95.00
PP180155	640 BRIARCLIFF	\$ 277.00	\$ 182.00	\$ 182.00	8/3/2018	NO	\$ 95.00
PP180182	19652 BLOSSOM LN	\$ 277.00	\$ 182.00	\$ 182.00	8/3/2018	NO	\$ 95.00
PP180189	19925 E WILLIAM CT	\$ 185.00	\$ 182.00	\$ 182.00	8/10/2018	NO	\$ 93.00
PP180207	928 LOCHMOOR PL	\$ 277.00	\$ 182.00	\$ 182.00	8/8/2018	NO	\$ 95.00
	<b>Total Fees Paid</b>	<b>\$ 5,368.00</b>					<b>\$ 1,039.00</b>

MEMO 18 - 68

100

RECEIVED  
AUG 27 2018  
CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *F.S.*  
DATE: August 22, 2018  
SUBJECT: Recommended Changes to Fee Schedule for Department of Public Works

Following the Council Meeting on August 20, 2018, I reviewed the City's current Fee Schedule for the Department of Public Works and determined the schedule should be adjusted to reflect the change in City's policies. The following two lines should be removed from the Fee Schedule that are shown below:

Recycle Cart - Red 64-gallon	\$75.00
Hydrant Use - Residential (plus water usage)	\$50.00

At a Council Meeting on December 4, 2017, an ordinance was adopted to amend Chapter 34 Solid Waste Article II Collection and Disposal to adopt New Standards for Collection and Cart Use and to amend certain sections to coincide with refuse collection contracts. Part of that ordinance change was that the occupant is responsible to purchase a new cart from the contractor. The City no longer handles this transaction.

The City does not allow residents to use the hydrants for any reason.

I recommend these revisions be made to the City's Fee Schedule.

If you have any questions concerning this matter please contact me.

Approved for Council consideration.

*Bruce Smith*  
\_\_\_\_\_  
Bruce Smith, City Administrator

*8/23/18*  
\_\_\_\_\_  
Date

<i><b>Service</b></i>	<i><b>Fee</b></i>
<b>Public Services</b>	
Recycle Bin - Green 18-gallon	\$10.00
Recycle Cart - Red 64-gallon	\$75.00
Sewer Televising	\$100.00
Rubbish Bags - 50 Count	\$10.00
Compost Bags - 10 Count	\$4.50
Cross Connection Inspection Fee	\$125.00
Water Meter Reconnection Fee	\$50.00
Replace Broken Water Meter	\$50.00 + Meter Cost
<i><b>Materials on Street During Construction (38-105)</b></i>	
Permit/Per Night Fee	\$25.00
Bond	\$200.00
Hydrant Use - Commercial (plus water usage)	\$100.00
Hydrant Use - Residential (plus water usage)	\$50.00



CITY OF GROSSE POINTE WOODS  
Office of the Treasurer/Comptroller

10D

Memorandum

RECEIVED

AUG 29 2018

CITY OF GROSSE PTE. WOODS

**DATE:** September 10, 2018  
**TO:** Mayor Novitke and City Council  
**FROM:** Cathrene Behrens, Treasurer/Comptroller  
**SUBJECT:** City Fee Schedule Update

Please find attached a proposed fee schedule amendment that I am recommending in order to more closely align the City's fees to the rates used for Freedom of Information Requests. Improvements to the City's tax and assessing software allows City staff and assessing staff the ability to run a variety of reports relatively easily; therefore I am recommending removal of these fixed fees from the City Fee Schedule. In discussions with the City Clerk regarding these requests, they are currently all handled through the Freedom of Information process and costs for these requests, going forward, will be generated based upon the requirements of the Public Act and City fee schedule.

Thank you for your consideration.

Cathrene A. Behrens  
Treasurer/Comptroller Signature

APPROVED FOR COUNCIL CONSIDERATION

Bruce J. Smith, City Administrator

<i>Service</i>	<i>Fee</i>
<b>Assessor</b>	
Assessment roll - 1st request <span style="float: right;"><b>Delete Section</b></span>	\$500.00
Assessment roll - future copies	\$100.00
Summer or Winter Tax roll - 1st request <span style="float: right;"><b>Delete Section</b></span>	\$500.00
Summer or Winter Tax roll - future request	\$100.00
Taxpayer Appraisal Sheet (Field Sheet)	\$1.00
Lot Split / Combination	\$100.00 per parcel

<b>Community Center</b>	
<i>Room Rental Rates</i>	
Lake Room - Capacity 20 - 5 Hours	\$60.00
Each Additional Hour	\$10.00
Garden Room - Capacity 60 - 5 Hours	\$150.00
Each Additional Hour	\$25.00
Park Room - Capacity 80 - 5 Hours	\$225.00
Each Additional Hour	\$35.00
All Three Rooms - Capacity 160 - 5 Hours	\$425.00
Each Additional Hour	\$70.00
Cook School House	\$125.00
<i>Additional Fees</i>	
Damage (Security) Deposit	\$200.00
Coffee Urns	\$10.00
Screen - Park Room	\$10.00
Duplicate Park Pass	\$20.00
Caregiver Pass	\$10.00

<b>Court *</b>	
<i>*Please see the following link for additional fees <a href="http://www.gpwmi.us/departments/mcScheduleOfFines.html">http://www.gpwmi.us/departments/mcScheduleOfFines.html</a></i>	
Forms	\$1.00
PBT	\$5.00
Copies/per page	\$1.00
<i>Fine Schedule for Municipal Civil Infractions (2-813)</i>	
1st Offense Within a 2 year period Court Cost plus not to exceed	\$350.00
2nd Offense Within a 2 year period Court Cost plus not to exceed	\$500.00
3rd Offense Within a 2 year period Court Cost plus not to exceed	Misdemeanor



10E

CITY OF GROSSE POINTE WOODS  
MEMORANDUM

RECEIVED  
AUG 29 2018  
CITY OF GROSSE PTE. WOODS

Date: September 10, 2018  
To: Mayor and City Council  
From: Cathrene Behrens, Treasurer/Comptroller  
CC: Bruce J. Smith, City Administrator  
Re: Water Billing Penalty Waiver

I am requesting City Council authorization to waive the penalty charges that the City received on seven (7) water accounts in the month of July. Public Works staff is tasked with coding the bills bi-monthly and submitting them to accounts payable for payment. During the transition of Debbie Mathews retiring and Jeanne Duffy taking over these bills were missed which subsequently lead to penalty being assessed on the following accounts:

Account #	Location	Penalty Assessment
2351800	1200 Parkway #1	\$47.09
2351900	1200 Parkway #2	\$11.75
2352000	1200 Parkway #3	\$37.84
1333200	1226 Torrey Road	\$136.76
1333300	20025 Mack Ave	\$433.06
1333400	20025 Mack Plaza	\$94.18
1182000	1890 Mack Avenue	\$30.64
<b>TOTAL</b>		<b>\$791.32</b>

At this writing the water bills have been paid with the penalty included in the payment. The waiver of penalty will result in a credit being applied to each account in the amounts listed above. The penalty fees are in a water fund revenue account and these accounts are all paid from various departments within the general fund. The City Administrator and I have the authority to waive up to \$250.00 but on the 20025 Mack Ave account the total penalty was above this dollar figure.

I am respectfully requesting that the City Council authorize myself to waive the penalty fees on the above listed City accounts in the total amount of \$791.32. This is the first time this has ever happened on these accounts and there is now a process in place to ensure this doesn't happen going forward. Thank you for your consideration.

Cathrene Behrens  
Treasurer/Comptroller

Bruce J. Smith  
City Administrator



## CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

10F

**Date:** August 30, 2018  
**To:** Bruce Smith, City Administrator  
**From:** John G. Kosanke, Director of Public Safety  
**Subject:** Approval to Purchase & Budget Transfer Request –  
Technology for Lock-Up & Dispatch

RECEIVED  
AUG 30 2018  
CITY OF GROSSE PTE. WOODS

The department is requesting to proceed with the purchase of the technology equipment necessary for the completion of the Public Safety Lock-Up and Dispatch consolidation projects. The equipment needed includes replacement of the existing analog security system with a state-of-the-art Internet Protocol based system, and cameras for the Public Safety Department, which will be necessary to monitor and record all prisoner movements from intake to release.

Funds for this equipment would come from the unspent portion of the \$500,000.00 grant money received from the State of Michigan, which was to be split into \$400,000.00 for the Lock-Up project and \$100,000.00 for Dispatch equipment.

The technology equipment would be purchased from Abel Electronics, a local camera system vendor. The company, which has been in business since 1959, has a dedicated local, state, and federal operating division, which provides cost-competitive solutions and field services. Abel Electronics provides GSA pricing, enabling the department to gain access to products and services at a volume discount per long-term government contracts.

Two quotes were received from Abel Electronics – one in the amount of \$25,933.35 for the equipment and the other in the amount of \$17,460.00 for the installation and training. Neither of these costs are approved items in the fiscal year 2018-2019 budget.

The cost of \$25,933.35 for upgrading the existing analog security system in Public Safety to a digital Panasonic video insight system would allow the City cameras to interface with the new Public Safety system so that Dispatch can monitor City Hall property 24/7. This cost, which was not budgeted in the fiscal year 2018-2019 budget, is eligible for reimbursement from the consolidation grant.

The purchased equipment would include a Panasonic server by Dell, cabling, shelving, a team viewer, HDMI and patch cables, hardware, and a port patch panel. Other necessary items are six Panasonic WV-S2211L cameras, two 50-inch monitors with a two-year warranty, and two wall mounts for Dispatch. In addition, fourteen Panasonic Advitia cameras would be installed in the prisoner telephone room, vestibule, man trap area, public report room, two interview rooms, four prison cells, prisoner processing area, corridor, sally port, and driveway.

The cost for installation of the equipment and training was quoted at \$17,460.00 and a budget transfer is needed to cover this expense. This cost is not a budgeted item and is not covered by the grant. In fiscal year 2018/2019, \$18,000.00 was budgeted in the Information Technology budget for the purchase of Public Safety cameras. Since the cameras are covered by the grant, we are requesting to use the budgeted money for the cameras to pay for the installation of equipment and training for the new system. Therefore, we are requesting authorization to move \$17,460.00 from the Information Technology's equipment account, 101-885-977.000, into the Public Safety Municipal Improvement account, 401-902-977.102.

Once the transfer from the Information Technology account is completed, the total project cost of \$43,393.35 which be charged to 401-902-977.102, the Public Safety Municipal Improvement fund, with \$25,933.35 eligible for reimbursement from the consolidation grant.

The vendor name and address is:

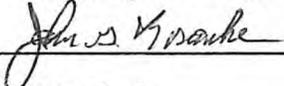
**Abel Electronics**  
27201 Harper Avenue  
St. Clair Shores, MI 48081

**Total: \$43,393.35**

Recommend Approval of the above stated purchases in an amount not to exceed **\$43,393.35** as submitted.

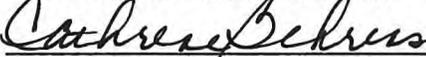
Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.

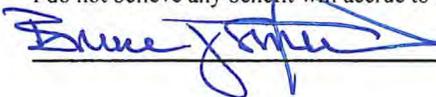
  
\_\_\_\_\_ Department Head Signature

Fund Certification:

Account numbers and amounts have been verified as presented

  
\_\_\_\_\_ Treasurer/Comptroller Signature

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_ City Administrator Signature

1053



27201 HARPER AVENUE  
ST. CLAIR SHORES, MI 48081

<b>QUOTE NUMBER</b>
12796
<b>Quote Date</b>
08/29/2018

Phone: 586-777-8232 Fax: 586-777-7540

Sold To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Ship To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Customer No.	Service Order No.	P.O. Number	Payment Terms	Page No.
205			NET 30 DAYS	1
Sales Rep.	Shipping Method		Due Date	Station
MSM 003			11/29/2018	003
				18:18

Quantity	Item	Description	Unit Price	Extension
1.00		GSA PRICING GS-07F-9428S THRU MARCH 31, 2021		
		HOLDING TANK, HOLDING, VESTIBULE, MAN TRAP & PUBLIC REPORT:		
5.00		PANASONIC ADVIDIA A-27-F CAMERA 2 MP	257.14	1,285.70
		2 INTERVIEW ROOMS, 3 CELLS &~ PROCESSING WITH MIC INPUTS:		
6.00		PANASONIC WV-S2211L CAMERA 1.3MP WITH LINE INPUT	525.71	3,154.26
		SERVER:		
1.00		PANASONIC SERVER BY DELL NVR-R-1-1-36TB	8,561.72	8,561.72
1.00		DELL RACK RAILS	250.00	250.00
1.00		SUPERVISOR HALLWAY, LOBBY WEST, LOBBY EAST, RECORDS		
		AND DISPATCH CAMERA LOCATIONS:		
5.00		PANASONIC ADVIDIA A-27-F CAMERA MP	257.14	1,285.70
		CORRIDOR HALLWAY, BOOKING PROPERTY COUNTER, SALLY PORT,		
		OUTDOOR TO SALLY PORT & FIRE STATION DRIVEWAY:		
5.00		PANASONIC ADIVIDIA E-37-V CAMERA 3MP	415.00	2,075.00
1.00		PANSONIC ADVIDIA WALL ARM E-B203WM	16.57	16.57
5.00		PANASONIC ADVIDIA E-A-137-JB	13.88	69.40
1.00		CAT5E CABLING, 48 PORT POE SWITCH, APC RACK UPS, SHELIVING,	5,050.00	5,050.00
		TEAM VIEWER, HDMI & PATCH CABLES, JHOOKS, HARDWARE &		

Charge Acct	SubTotal Amount	Sales Tax	Quote TOTAL
0.00	25933.35	0.00	25,933.35

Signature: \_\_\_\_\_



27201 HARPER AVENUE  
ST. CLAIR SHORES, MI 48081

<b>QUOTE NUMBER</b>
12796
<b>Quote Date</b>
08/29/2018

Phone: 586-777-8232 Fax: 586-777-7540

Sold To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Ship To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

<b>Customer No.</b>	<b>Service Order No.</b>	<b>P.O. Number</b>	<b>Payment Terms</b>	<b>Page No.</b>
205			NET 30 DAYS	2
<b>Sales Rep.</b>	<b>Shipping Method</b>		<b>Due Date</b>	<b>Station</b>
MSM 003			11/29/2018	003
				<b>Time</b>
				14:46

Quantity	Item	Description	Unit Price	Extension
		48 PORT PATCH PANEL		
5.00		LOROUÉ VERIFACT - STYLE TBD W/PLENUM WIRING & POWER	375.00	1,875.00
1.00		PLENUM AUDIO WIRE & POWER TO EXISTING MIC	85.00	85.00
2.00		50 INCH MONITORS WITH 2 YEAR WARRANTY	600.00	1,200.00
2.00		WALL MOUNTS WITH TILT - SANUS	110.00	220.00
1.00		INTERCOM PLENUM AUDIO WIRING	80.00	80.00
1.00		RAULAND INTERCO SPEAKER & SWITCH FOR W/WIRE	325.00	325.00
1.00		SHIPPING	400.00	400.00
1.00		NOTES:		
		All power, data rack and client viewing computers to be supplied by the city.		
		Computer system minimum requirements:		
		Dispatch:		
		Processor - 2.4 GHZ Quad Core Processor (I7)		
		Memory - 16GB		
		Video - 1 GB (dual video card such as Nvidia)		
		Display Resolution - 1920 x 1080 or higher		
		Single display locations:		

<b>Charge Acct</b>	<b>SubTotal Amount</b>	<b>Sales Tax</b>	<b>Quote TOTAL</b>
0.00	25933.35	0.00	25,933.35

Signature: \_\_\_\_\_



27201 HARPER AVENUE  
ST. CLAIR SHORES, MI 48081

<b>QUOTE NUMBER</b>
12796
<b>Quote Date</b>
08/29/2018

Phone: 586-777-8232 Fax: 586-777-7540

**Sold To:**

**CITY OF GROSSE POINTE WOODS**  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

**Ship To:**

**CITY OF GROSSE POINTE WOODS**  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Customer No.	Service Order No.	P.O. Number	Payment Terms	Page No.
205			NET 30 DAYS	3
Sales Rep.	Shipping Method		Due Date	Station
MSM 003			11/29/2018	003
				10:46

Quantity	Item	Description	Unit Price	Extension
		Processor - 2.4 GHZ Quad Core		
		Memory - 8GB or higher		
		Video - 1 GB (single video card)		
		Display Resolution - 1920 x 1080 or higher		

Charge Acct	SubTotal Amount	Sales Tax	Quote TOTAL
0.00	25933.35	0.00	25,933.35

Signature: \_\_\_\_\_



27201 HARPER AVENUE  
ST. CLAIR SHORES, MI 48081

<b>QUOTE NUMBER</b>
12911
<b>Quote Date</b>
08/29/2018

Phone: 586-777-8232 Fax: 586-777-7540

Sold To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Ship To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Customer No.	Service Order No.	P.O. Number	Payment Terms	Page No.
205			NET 30 DAYS	1
Sales Rep.	Shipping Method		Due Date	Station
MMS 003			11/29/2018	003
				10:45

Quantity	Item	Description	Unit Price	Extension
1.00		SCOPE OF WORK:		
		Provide labor to install the following -		
1.00				
1.00		PREP & INSTALL DATA HOOKS & BRIDAL RINGS THROUGHOUT	1,020.00	1,020.00
21.00		INSTALL WIRING AND CAMERAS IN FOLLOWING LOCATIONS:	360.00	7,560.00
1.00		- holding tank, holding, vestibule, man trap, public report,		
		interview rooms, 3 cells, processing, corridor, sally port,		
		driveway and inside station		
1.00		RELOCATE EXISTING NVR AND ALL CAMERAS TO ATTIC	1,020.00	1,020.00
		This is required to upgrade existing MDF.		
1.00		INSTALL SERVER, PATCH PANEL UPS & SWITCHES IN MDF	1,360.00	1,360.00
5.00		INSTALL INTERVIEW MIC SYSTEM AT 5 LOCATIONS	350.00	1,750.00
2.00		INSTALL INTERCOM SYSTEM AT TWO LOCATIONS & TIE INTO	500.00	1,000.00
		EXISTING SYTEM		
2.00		MOUNT TWO MONITOR IN DISPATCH AND WIRE BACK TO COMPUTERS	375.00	750.00
1.00		ADD STATIC IP ADDRESSES TO ALL CAMERAS, SET UP AND	3,000.00	3,000.00
		CONFIGURE ALL USER AND RIGHTS, CONFIGURE ALL CAMERAS		
		AND RECORDING FUNCTIONS, SETUP ALL AUDIO RECORDINGS, TEST		
		SYSTEM AND COMMISSION SYSTEM. PROVIDE TRAINING TO ALL		
		OF SYSTEM		
		ADDITIONAL NOTES:		

Charge Acct	SubTotal Amount	Sales Tax	Quote TOTAL
0.00	17460.00	0.00	17,460.00

For Returns See In Store Policy

Signature: \_\_\_\_\_



27201 HARPER AVENUE  
ST. CLAIR SHORES, MI 48081

<b>QUOTE NUMBER</b>
12911
<b>Quote Date</b>
08/29/2018

Phone: 586-777-8232 Fax: 586-777-7540

Sold To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Ship To:

CITY OF GROSSE POINTE WOODS  
20025 MACK AVE.  
GROSSE POINTE, MI 48236-2397

Customer No.	Service Order No.	P.O. Number	Payment Terms	Page No.
205			NET 30 DAYS	2
Sales Rep.	Shipping Method		Due Date	Station
MSM 003			11/29/2018	003

Quantity	Item	Description	Unit Price	Extension
		Due to the age of the building, wiring and camera installation will be time consuming.		
		Abel Electronics will bill the city at \$85.00 per hour per technician with no travel fees not to exceed the quoted amount. Any additional cameras would require a separate quote.		

Charge Acct	SubTotal Amount	Sales Tax	Quote TOTAL
0.00	17460.00	0.00	17,460.00

For Returns See In Store Policy

Signature: \_\_\_\_\_



RECEIVED  
AUG 27 2018  
DEPT. WOODS

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *F.S.*  
DATE: August 22, 2018  
SUBJECT: Recommendation –Lake Front Park Boardwalk Repairs

The wood deck boardwalk at Lake Front Park is 428ft in length and has reached the end of its useful life due to weathering and normal ware.

As requested by City Council at the meeting on August 13, 2018, I obtained quotes to replace the current wood deck boardwalk with pressure treated wood.

Listed below are the two local contractor's quotes. In addition a quote from the Department of Public Works to perform this project.

- Department of Public Works \$20,181.26
- Hadley Home-Improvement \$34,545.00
- Rely-On Construction \$34,600.00

The Department of Public Works quote includes the cost for three Lake Front Park Operator I employees to complete this project in 80 hours for a cost of \$4,581.26 and the cost for materials at \$15,600.00. It is my opinion that the Lake Front Park Operator I employees are qualified and can easily handle this project.

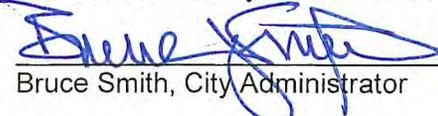
We previously received a quote to replace the existing boardwalk with concrete to lengthen the boardwalk's lifespan for \$22,734.00, which would cost more than replacing the current wood deck boardwalk with existing materials. I would recommend staying with the original design of the boardwalk to preserve its aesthetic characteristics. The life expectancy of pressure treated wood is approximately 25 years.

Therefore, I recommend the Department of Public Works perform this project.

This item is approved in the Fiscal Year 2018-2019 Budget in the Municipal Improvements Parks and Recreation account no. 401-902-977.104.

If you have any questions concerning this matter please contact me.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_  
Bruce Smith, City Administrator

8/27/18  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Cathrene Behrens, Treasurer/Comptroller

Motion by Bryant, seconded by McConaghy, regarding **contract: Concrete for Lake Front Park Boardwalk Replacement**, that the City Council request the Director of Public Services to obtain a cost for replacing the Boardwalk using wood, and return to the City Council on August 20, 2018.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: None

Motion by Shetler, seconded by Bryant, regarding **contract: Lake Front Park Boardwalk Replacement**, that the City Council postpone this item to a future meeting.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: None



CITY OF GROSSE POINTE WOODS  
MEMORANDUM

11B

DATE: September 4, 2018

TO: Mayor and City Council

FROM: Bruce Smith, City Administrator 

RECEIVED  
SEP - 4 2018  
CITY OF GROSSE PTE. WOODS

SUBJECT: 2018 CDBG Subrecipient Agreement

The City receives Community Development Block Grant (CDBG) funding on an annual basis. On February 5, 2018 the City Council approved the PY 2018 CDBG Budget to supplement programs for senior citizens and the physically challenged through allocations to PAATS, County Wide Minor Home Repair/Housing Rehab, and Administration. The 2018 Proposed Estimated CDBG Budget the City submitted is as follows:

**2018 Proposed Estimated CDBG Budget**

1. Pointe Area Assisted Transportation Service	\$ 7,725.00
2. Minor Home Repair/Housing Rehab	\$ 38,620.00
3. Administration	\$ 5,149.00
<b>Total</b>	<b><u>\$51,494.00</u></b>

The amount approved is as follows:

**2018 Approved CDBG Budget**

1. Pointe Area Assisted Transportation Service	\$ 7,725.00
2. Minor Home Repair/Housing Rehab	\$ 38,620.00
3. Administration	\$ 5,149.00
<b>Total</b>	<b><u>\$51,494.00</u></b>

As with past years, a *Subrecipient Agreement for the Wayne County Community Development Block Grant Program* is entered into with Wayne County for the release of the 2018 CDBG funds. The purpose of the Agreement is to ensure the City will follow the rules, regulations, and guidelines set forth by Housing and Urban Development through the Community Development Block Grant Program. The Subrecipient Agreement requires the Mayor's signature.

I recommend that City Council authorize the Mayor to sign the 2018 *Subrecipient Agreement for the Wayne County Community Development Block Grant Program*.

SUBRECIPIENT AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
BETWEEN THE  
CHARTER COUNTY OF WAYNE  
AND  
THE CITY OF GROSSE POINTE WOODS

Term July 1, 2018 through June 30, 2023

Catalog of Federal Domestic Assistance (CFDA)  
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made and approved as of this \_\_\_\_\_1st\_\_\_\_ day of July, 2018, by and between the Charter County of Wayne, acting through Wayne County Community Development Division of the Health, Veterans and Community Wellness, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the City of Grosse Pointe Woods, whose address is 20025 Mack Plaza Drive,, Grosse Pointe Woods MI 48236 (the **Subrecipient**”).

### Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“**HUD**”) to be the recipient of Community Development Block Grant (“**CDBG**”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “**Act**”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2018 starting July 1, 2018 (“Program Year”).
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient (“**Parties**”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

## Section 1

### Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01. **“Agreement”** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02. **“CDBG”** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **“CDBG Funds”** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$51,494.00 (Fifty One Thousand Four Hundred Ninety Four Dollars).**
- 1.04. **“City”** means the following:
- (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
  - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **“Closing or Closing Date”** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **“Contractor”** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **“Counsel”** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **“LMA”** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **“LMI”** shall mean low and moderate income.
- 1.10. **“LMH”** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **“LMC”** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **“LMJ”** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **“Program Income”** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **“Program Manager”** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **“Recipient”** or **“County”** shall mean the County of Wayne, Michigan.
- 1.16. **“Records”** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **“Regulations”** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **“Rehabilitation”** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. “Subrecipient” shall mean the City of Grosse Pointe Woods, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

## Section 2

### Statement of Purpose and Eligible Activities of the Housing and Community Development Act

#### 2.01 Term

The term of this Agreement will be from July 1, 2018 until June 30, 2023 unless otherwise terminated in accordance with this Agreement.

#### 2.02 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

#### 2.03 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

- (a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights,

water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

- (i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and
- (ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

- (2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:
- (i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;
  - (ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.
- (3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;

(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

3. Providing general support, including, but not limited to, peer support programs,

4. Counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

### **2.03 National Objectives.**

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

#### **1. Benefits low and moderate income persons**

a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:

- 1) Area is primarily residential and activity meets LMI needs.
- 2) Income levels are documented by Census or an approved substitute.
- 3) Exceptions apply under special circumstances.

b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:

- 1) Persons are presumed to be LMI (abused children, elderly, homeless).

- 2) Assistance is for LMI persons owning or developing microenterprises.
  - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
- 1) At least 51% of units must be occupied by LMI.
  - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
- 1) At least 51% of the jobs must be held by or available to LMI persons.
- 2. Aids in the prevention or elimination of slums or blight**
- 1) Area must have a substantial number of deteriorated buildings.
  - 2) Activity must address one or more conditions contributing to deterioration.
  - 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.
- 3. Meets a need having a particular urgency (referred to as urgent need).**
- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
  - 2) It cannot fund activity on its own as other sources of money are unavailable.

### Section 3

#### Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

##### **3.01 Description of Work and Deadlines**

The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the

process of receiving the CDBG Funds. Any Work shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

### **3.02 CDBG Activity Description**

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

### **3.03 Transfer or Reallocation**

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

### **3.04 Payment Restrictions**

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount actually awarded and received by Recipient for this Agreement as specifically noted in Section 1 (Definitions)

of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

### **3.05 Payment Disputes**

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

### **3.06 Timely Execution of Agreement Required**

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed

copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

### **3.07 Due Diligence Requirements**

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

## **Section 4**

### **Contractors**

#### **4.01 Using Contractors**

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

#### **4.02 Contractor Procurement**

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 24 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without

publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

#### 4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
  - a. Equal opportunity
  - b. Nondiscrimination
  - c. Labor standards
  - d. Anti-lobbying
  - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

#### 4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

## **Section 5**

### **Records and Reports**

#### **5.01 Records Requirements**

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### **5.02 Retention of Records**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual

performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### **5.03 Recipient Right to Examine and Audit**

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

### **5.04 Activity Description Records**

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

### **5.05 Program Related Reports**

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

## **Section 6**

### **Program Income**

#### **6.01 Treatment of Program Income**

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

#### **6.02 Interest Bearing Account Requirement**

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

#### **6.03 Remittance Guidelines**

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

## **Section 7**

### **Use of Real Property**

#### **7.01 Use Restrictions**

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

#### **7.02 Security Requirement**

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

#### **7.03 Requirement of Notice and Permission for Sale of Property**

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

## **Section 8**

### **Compliance with Federal Laws, Rules, and Regulations**

#### **8.01 General Compliance With Law and Specifically Federal Law**

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood

hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or

conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

#### **8.02 Compliance With State and Local Law**

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.

- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.
- I. All applicable state and local human and civil rights laws.

## **Section 9**

### **Suspension and Termination**

#### **9.01 Termination For No Cause**

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

#### **9.02 Termination for Material Breach**

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such

terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

### **9.03 Subrecipient's Duties After Termination**

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.

- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.
- H. Secure any Work to prevent any damage or waste.

**9.04 Records Upon Termination**

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

**9.05 Failure to Deliver Records**

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

**9.06 Access to Records Upon Termination**

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any

information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

**9.07 Assistance to Terminate**

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

**Section 10**  
**Reversion of Assets**

**10.01 Return of Unspent CDBG Funds**

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

**10.02 Unused Equipment**

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

**Section 11**  
**Expenditure of Community Development Block Grant Funds**

**11.01 Compliance With CDBG Spending Requirements**

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG

Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

## **Section 12**

### **Amendment**

#### **12.01 Amendment Requirements**

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

## **Section 13**

### **Indemnification**

#### **13.01 General Indemnification and Hold Harmless Requirement**

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

**13.02 Responsibility for Property Loss**

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

**13.03 Coverage of the term "Recipient"**

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

**13.04 Independent Contractor Relationship between Recipient and Subrecipient**

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

**13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless**

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

**Section 14**

**Insurance**

**14.01** The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- H. FEMA Flood Insurance in an amount that satisfies HUD requirements.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

**14.02** Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

- 14.03 Primary Coverage.** For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- 14.04 Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05 Waiver of Subrogation.** Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07 All insurance must be effected under valid and enforceable policies,** issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08 Claims-made Policies.** If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Contract work.

**14.09** Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

**14.10** Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

**14.11** Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**14.12** The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

## Section 15

### Assignment and Subcontract

#### 15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

#### 15.02 Subcontracts

##### 15.03 Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

##### 15.04 Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

##### 15.05 Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section

3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

**“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”**

#### 15.06 Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of 24 CFR 85.36. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

#### 15.07 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

**Section 16**  
**Conflict of Interest**

**16.01 Covenant of No Conflict of Interest**

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

**16.02 Warranty of Non-Solicitation of County Employees**

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

**16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
  
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any

contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

**Section 17**

**Notices**

**17.01 Manner of Notice**

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

Bruce Smith, City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza, Grosse Pointe Woods MI 48236  
bsmith@gpwmi.us  
(313) 343-2445

If to the Recipient:

The Charter County of Wayne  
Health, Veterans & Community Wellness  
Community Wellness  
28<sup>th</sup> Floor, Wayne County Building  
500 Griswold  
Detroit, Michigan 48226-2831  
Attention: Terry Carroll-Community Wellness Administrator

**17.02 Effect of Notice and Requirements**

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

**17.03 Special Notices**

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

**17.04 Point of Contact**

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work (“Point of Contact”). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

**Section 18**

**Severability of Provisions**

**18.01 Provisions Enforceable Despite Disallowed Provisions**

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 19**

**Jurisdiction**

**19.01 Jurisdiction and Venue in Wayne County, State of Michigan**

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne

County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

## **Section 20**

### **CDBG Certification**

#### **20.01 Ongoing Certification Compliance Required**

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

## **Section 21**

### **Authorization / Misc**

#### **21.01 Proper Authorization**

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

#### **21.02 Signage Requirement**

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

**21.03 Wayne County Commission Approval Required**

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

Section 22

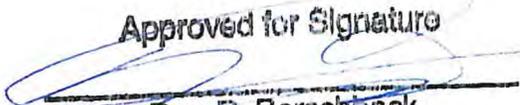
Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

CITY OF Grosse Pointe Woods

By: \_\_\_\_\_  
Its: Mayor Robert E. Novitke  
Certifying Officer

Approved for Signature  
  
\_\_\_\_\_  
Don R. Borschback  
City Attorney

CHARTER COUNTY OF WAYNE

Date: 9-4-18

By: \_\_\_\_\_  
Warren C. Evans  
Wayne County Executive

County Commission approved and  
Execution Authorized  
by Resolution

No. \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

**CDBG PROJECTS**

Grantee	PY 2018 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Grosse Pointe woods	\$51,494.00	Housing Rehab. Minor Home Repair	\$38,620.00	14A	LMH	N/A	Low/mod	3 houses	Enhance Suitable Living	18-14-14A
		PAATS	\$7,725.00	05E	LMC	elderly	Low/mod	1,131 persons	Enhance Suitable Living	18-14-05E
		Administration	\$5,149.00	21A	n/a	n/a	n/a	n/a	n/a	18-14-21A

\*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

**APPENDIX B**  
**PROGRAM INCOME**

**WAYNE COUNTY CDBG PROGRAM INCOME REPORT**

**COMMUNITY/ENTITY:** Grosse Pointe Woods  
**GRANT YEAR:** July 1, 2018 to June 30, 2023  
**QUARTER:** \_\_\_\_\_

**COMPLETE HIGHLIGHTED SPACES ONLY**

	<u>Q1 Jul-Sep</u>	<u>Q2 Oct-Dec</u>	<u>Q3 Jan-Mar</u>	<u>Q4 Apr-Jun</u>	<u>TOTALS</u>
Beg Bal	\$ - (June 30th only)	-	-	-	-
<b>INCOME SOURCES</b>					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
<b>Total Income Sources</b>	-	-	-	-	-

<b>EXPENDITURES - Stipulate Contract No. and Activity Name</b>					
<b>Planning Expenditures Summary Only - Attach Detail Listing</b>					
	-	-	-	-	-
<b>Administrative Expenditures Summary Only - Attach Detail Listing</b>					
	-	-	-	-	-
<b>Public Service Expenditures Summary Only - Attach Detail Listing</b>					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
<b>Non-Cap Expenditures Summary - Attach Detail Listing</b>					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-

### **Instructions for Completing the Quarterly Program Income Report**

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10<sup>th</sup> floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

**APPENDIX C**  
**CERTIFICATIONS**

## Local Government Certifications

---

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

**Affirmatively Further Fair Housing --** The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

**Anti-Displacement and Relocation Plan –** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

**Drug Free Workplace –** The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The local government's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
    - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying** – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan** – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

**Section 3** – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Robert E. Novitke      Certifying Officer  
Its: Mayor

\_\_\_\_\_  
Date

**Approved for Signature**



\_\_\_\_\_  
**Don R. Berschback**  
**City Attorney**

Date: 9-4-18

## Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

**Citizen Participation** -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

**Following a Plan** -- To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed

from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

**Excessive Force** – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-Discrimination laws** – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws** – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

\_\_\_\_\_  
Robert E. Novitke    Certifying Officer  
Its: Mayor

\_\_\_\_\_  
Date

Approved for Signature



\_\_\_\_\_  
Don R. Berschback  
City Attorney

Date: 9-4-18

## Appendix To Certifications

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### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees

in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**APPENDIX D**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**Subrecipient:** City of Grosse Pointe Woods  
**Agreement:** 2018 CDBG Subrecipient Agreement  
**Agreement Year:** July 1, 2018 through June 30, 2023

1. The Subrecipient certifies to the best of its knowledge and belief, that:
  - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
  - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

**EXECUTION**

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SUBRECIPIENT**

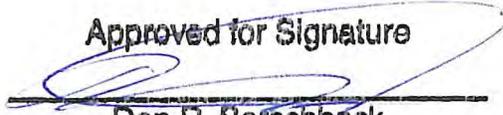
By: \_\_\_\_\_  
Robert E. Novitke  
Its: Mayor  
Dated: \_\_\_\_\_

STATE OF MICHIGAN    )  
                                  )  
COUNTY OF WAYNE    )

This document was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public,  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in County of \_\_\_\_\_, Michigan

Approved for Signature



Don R. Berschback  
City Attorney

Date: 9-4-8

**EXHIBIT E  
FFATA FORMS**

**INFORMATION REQUEST FORM  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
200.331 Checklist**

**COUNTY DEPARTMENT:** Wayne County Economic & Community Development  
**FISCAL YEAR:** 2018

AWARD ID #	AMOUNT
#18-14-14A	\$38,620.00
#18-14-05E	\$ 7,725.00
#18-14-21A	\$ 5,149.00
	\$51,494.00

**Please complete the following information:**

Subawardee

DUNS: 076328970

Subawardee Name (must match name in DUNS): City of Grosse Pointe Woods

Subawardee Address: 20025 Mack Plaza Drive, Grosse Pointe Woods MI 48236

Amount of subaward (obligated amount): \$51,494.00 (\$7,725.00 Awarded to PAATS)

Subaward Obligation/Action Date: July 1, 2018

Identification of whether the award is R&D (yes or no): No

Subaward Period of Performance Start and End Date July 1, 2018 - June 30, 2023

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants:) #921140/#14.218

Subawardee

Number: 18-14-14A / 18-14-05A / 18-14-21A

Location of entity (including congressional

district): Wayne County-Congressional District 14-City of Grosse Pointe Woods

Subawardee Principal Place of Performance (including congressional

district): Wayne County-Congressional District #14-City of Grosse Pointe Woods

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As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: NO

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO: YES

## Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

- (1) Federal Award Identification: CDBG
  - a. Subrecipient name (which must match registered name in DUNS); Grosse Pointe Woods
  - b. Subrecipient's DUNS number (see Section 200.32 Data Universal Numbering System DUNS) number. #076328970
  - c. Federal Award Identification Number (FAIN); B-17
  - d. Federal Award Date (see Section 200.39 Federal award date); 7/1/18
  - e. Subaward Period of Performance Start and End Date; 7/1/18 - 6/30/23
  - f. Amount of Federal Funds Obligated by this action \$51,494.00
  - g. Total Amount of Federal Funds Obligated to the subrecipient; \$51,494.00 (\$7,725.00 Allocated to PAATS)
  - h. Total Amount of the Federal Award; \$ 51,494.00
  - i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); CDBG
  - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;  
HUD - Wayne County
  - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  - l. Identification of whether the award is R&D, No
  - m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs) N/A

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH COUNTY  
CONTRACT MANAGERS BY OWNERS AND OFFICERS OF  
BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee?  YES  NO

If Yes: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months?  YES  NO

If Yes: Name: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months?  YES  NO

If Yes: Name of Contract Manager: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?  YES  NO

If Yes: Name of Contract Manager: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

**ETHICS**  
**CERTIFICATION**

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): Bruce J. Smith

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: City of Grosse Pointe Woods

Company Tax ID #: 38-6007179

**ETHICS**  
**DEFINITIONS**

**Contract Manager**

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

**Immediate Family**

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

**Substantial Financial Interest**

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

**WAYNE COUNTY HUMAN RELATIONS DIVISION  
FIRST TIER SUBCONTRACTOR DESIGNATION FORM**  
\*To be completed by Prime Contractors for "First Tier" Subcontractors Only\*

*This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supplies/services) or more than \$100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates.*

**\*\*THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED\*\***

1. **CONTRACT NUMBER:** 18 - 14 - 14A (Number on Bid Announcement)

TCM Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Internal use only)

2. **CHECK ONE:**

This is a:  SUPPLY/SERVICE contract (over \$50,000?  YES  NO)

OR

CONSTRUCTION contract (over \$100,000?  YES  NO)

3. **WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)**

YES \*       NO

\* If you answered "YES" complete the next page.

Prime Company Name: City of Grosse Pointe Woods		Fed Tax ID: 38-6007179	
Address: 20025 Mack Plaza Drive			
City: Grosse Pointe Woods	County: Wayne	State: MI	Zip: 48236
Phone: 313-343-2415		Fax: 313-343-2658	
Authorized Contact Person: Susan Como/Bruce Smith		Email: scomo@gpwmi.us/bsmith@gpwmi.us	

**I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.**

Print Name Bruce J. Smith Title City Administrator

Signature \_\_\_\_\_ Date \_\_\_\_\_

# SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name City of Grosse Pointe Woods

Contract # 18 - 18 - 14A

Subcontractor # 1

TCM# \_\_\_\_\_ (Internal use only)

Company Name Ty Hinton (MHR Program Manager) City of Harper Woods			Fed Tax ID:	
Address 19617 Harper Avenue				
City: Harper Woods		County: Wayne	State MI	Zip 48225
Authorized contact: Ty Hinton		Phone: 313.343.2505		Fax:
Subcontract Amount: \$5,793.00		15% of Contract \$38,620.00		
Work to be performed: Housing Rehab/Minor Home Repair				

**Subcontractor #**

Company Name			Fed Tax ID:	
Address				
City:		County:	State	Zip
Authorized contact:		Phone:		Fax:
Subcontract Amount: \$		% of Contract		
Work to be performed:				

**Subcontractor #**

Company Name			Fed Tax ID:	
Address				
City:		County:	State	Zip
Authorized contact:		Phone:		Fax:
Subcontract Amount: \$		% of Contract		
Work to be performed:				

**Subcontractor #**

Company Name			Fed Tax ID:	
Address				
City:		County:	State	Zip
Authorized contract:		Phone:		Fax:
Subcontract Amount: \$		% of Contract		
Work to be performed:				

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2018

PRODUCER Stevenson Company 43422 West Oaks Drive Novi, Michigan 48377 248-650-2736		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED City of Grosse Pointe Woods  20025 Mack Plaza Grosse Pointe Woods, MI 48236 313-343-2440		INSURERS AFFORDING COVERAGE INSURER A. <b>U.S. Specialty Insurance Company</b>	NAIC#
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY * COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE * OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: * POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PKG81220016	10-1-17	10-1-18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 3,000,000 PRDDUCTS - COMP/OP AGG \$ included
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PKG81220016	10-1-17	10-1-18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY * OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	PKG81220016	10-1-17	10-1-18	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUS - TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Builders' Risk Flood	PKG81220016	10-1-17	10-1-18	\$ 1,000,000.00 \$ 1,000,000.00

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is considered an additional insured with respects to the "Agreement" approved 7/1/13 between the named insured ("subrecipient") and the certificate holder listed below ("recipient or county") with respects to the Community Development Block Grant ("CDBG") Funds as an "Urban County."

### CERTIFICATE HOLDER

Charter County of Wayne, Wayne County Development Division of the Economic Development Growth Engine, Wayne County Building 500 Griswold, 10th Floor South Detroit, MI 48226

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2013

**PRODUCER**  
Stevenson Company  
43422 West Oaks Drive  
Novi, Michigan 48377  
248-650-2736

**INSURED** City of Grosse Pointe Woods  
  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
313-343-2440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: U.S. Specialty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY * COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	PKG81320016	10-1-18	10-1-19	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: * POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PKG81320016	10-1-18	10-1-19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY * OCCUR <input type="checkbox"/> CLAIMSMADE  DEDUCTIBLE RETENTION \$	PKG81320016	10-1-18	10-1-19	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$ \$
	WDRKRS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Builders' Risk Flood	PKG81320016	10-1-18	10-1-19	\$ 1,000,000.00 \$ 1,000,000.00

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is considered an additional insured with respects to the "Agreement" approved 7/1/13 between the named insured ("subrecipient") and the certificate holder listed below ("recipient or county") with respects to the Community Development Block Grant ("CDBG") Funds as an "Urban County."

### CERTIFICATE HOLDER

Charter County of Wayne, Wayne  
County Development Division of  
the Economic Development Growth  
Engine, Wayne County Building  
500 Griswold, 10th Floor South  
Detroit, MI 48226

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of Grosse Pointe Woods</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Local Municipal Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>03</b>  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>20025 Mack Plaza</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Grosse Pointe Woods, MI 48236</b>	<b>Wayne County</b>
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	8	-	6	0	0	7	1	7	9

### Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>8/29/2018</b>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

12A

**CITY OF GROSSE POINTE WOODS**

**PROCLAMATION**

WHEREAS, the **GROSSE POINTE WOODS-SHORES LITTLE LEAGUE 12 YEAR OLD INTERNATIONAL ALL-STAR TEAM**, after securing the honor of being named State Champions, won the Great Lakes Regional Championship Tournament in Westfield, Indiana, and accomplished becoming Little League Baseball World Series participants in Williamsport, Pennsylvania, at the 72<sup>nd</sup> Little League Baseball World Series for the fourth time in league history (1979, 2013, 2017, and 2018); and

WHEREAS, the **GROSSE POINTE WOODS-SHORES LITTLE LEAGUE 12 YEAR OLD INTERNATIONAL ALL-STAR TEAM** maintained a strong, winning momentum displaying their impressive teamwork and talent throughout the Little League Baseball Great Lakes Regionals with an impeccable final record of 4-0 as the team progressed through Round 1 against Rockford (10-1), Round 2 against South Portage (2-2), Round 3 against Marysville (16-3), and the Quarterfinal Round against White Lake (12-0 in 4 innings), and defeated Bay City Northwest in the Semifinal Round (5-4) securing their position to play in the Michigan State Championship Game, exhibiting spectacular tournament play defeating Rockford by a final score of 12-7 bringing home the Michigan State Championship Title; and

WHEREAS, from August 18-22, 2018, **THE GROSSE POINTE WOODS-SHORES LITTLE LEAGUE 12 YEAR OLD ALL-STAR TEAM**, now the **GREAT LAKES REGION CHAMPIONS** at the Little League World Series, battled Northwest - Coeur D'Alene, Idaho, displaying skilled pitching and at-bats by racking up eight hits overall with a single breaking the game's tie score of 4-4 in the bottom of the sixth inning, resulting in the team coming from behind with a final score of 5-4; the team went on to play against West - Honolulu, Hawaii, and although firing up the offense by racking up five hits, lost by a score of 8-3; the team played Midwest - Des Moines, Iowa, coming down to the wire in the bottom of the sixth inning when the team earned the victory with a dramatic walk-off single after evening things up at four by scoring three runs in the bottom of the fifth and displaying skillful pitching, ensuring a final winning score of 5-4; the team was challenged by Southeast - Peachtree City, Georgia, in a nail-biting game that included two home runs and four runs earned on three hits in one inning, with a 4-3 loss, finishing in Williamsport with a 2-2 record; and

WHEREAS, led by Manager Kurt Barr and assistant coaches, Melissa Henderson and Reggie Sharpe, who all have devoted numerous hours of talent, time, and effort to the **GREAT LAKES REGION CHAMPIONSHIP** team consisting of Preston Barr, Ryan Henderson, Brennan Hill, Ryan Knaebel, Jake Martin, Marwynn Matthews, Chase Mazey, Elliott Nederhood, Jarren Purify, Cameron Schafer, JJ Schoeck, Oliver Service, and Reggie Sharpe, displaying commitment and dedication of purpose, qualities which are difficult to cultivate, but when achieved, provide a benefit and advantage in future endeavors setting an example for the rest of the community.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, on behalf of the City Council, the residents and myself, express the appreciation of the community for the continuing efforts of the players, coaches, and volunteers of the **GROSSE POINTE WOODS-SHORES LITTLE LEAGUE 12 YEAR OLD ALL STAR TEAM** also known as the **GREAT LAKES REGION CHAMPIONS** in recognition of their astounding accomplishments and reflection upon the Grosse Pointe Woods community.

**CONGRATULATIONS!**

\_\_\_\_\_  
Mayor Robert E. Novitke  
August 10, 2018



RECEIVED

AUG 15 2018

CITY OF GROSSE PTE. WOODS

HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

13A

Mr. Bruce Smith  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

August 13, 2018

Invoice No: 21849 - 2

Project 21849 Grosse Pointe Woods Building Services

Professional Services from July 1, 2018 to July 31, 2018

Monthly Retainer

Conduct Plumbing and Mechanical Inspections as directed by the City.

Prorated July 12 - 31, 2018 (64%)

960.00

**Total**

**\$960.00**

**Invoice Total**

**\$960.00**

**THANK YOU.** Please remit to above address and indicate project number on voucher.

Email: cbehrens@gpwmi.us

101-180-818.000

8/14/18

cbehrens

Her Suit

*[Signature]*

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION  
Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400  
DETROIT, MICHIGAN 48226-5485

313-965-7900

IRS # 38-1896224

*cc: C. Clarke*

RECEIVED

13B

CITY OF GROSSE POINTE WOODS  
ATTN: BRUCE J SMITH  
CITY ADMINISTRATOR  
20025 MACK PLAZA  
GROSSE POINTE WOODS, MI 48236

AUG 13 2018

JULY 31, 2018  
FILE # 2371.002582  
INVOICE # 432228

REGARDING: CITY OF GROSSE POINTE WOODS

FOR PROFESSIONAL SERVICES RENDERED

06/10/18	MJW REVIEW CLIENT E-MAIL ATTACHING AT&T APPLICATION FOR MODIFICATION AND ADDITIONS TO EXISTING CELL TOWER ON OTHER GOVERNMENT ENTITY PROPERTY IN THE WOODS; PREPARE RESPONSE AND SEND TO CLIENT	4.00
06/11/18	MJW FOLLOW UP ON AT&T PROPOSED CELL TOWER MODIFICATIONS	1.00

TOTAL HOURLY CHARGES \$1,500.00

-----RECAP-----

TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	5.00	1,500.00
TOTALS		5.00	1,500.00

-----

CURRENT AMOUNT DUE	\$1,500.00
TOTAL AMOUNT DUE	\$1,500.00

RECEIVED

AUG 06 2018

CITY OF GROSSE PTE. WOODS

*[Signature]*

*101-210-812.000  
8/6/18  
CBH*

13c

GPW Pay Estimate # 4

RECEIVED  
AUG 29 2018  
CITY OF GROSSE PTE. WOODS



401-902-977.102  
8/18/2018

Customer Name	City of Grosse Pointe Woods
Customer Address	20025 Mack Plaza Dr. Grosse Pointe, MI 48236

Invoice #	4
Date	08/20/18
Job #	BH-663

Job Name: Grosse Pointe Woods Public Safety

Original Contract Amount	\$565,081.31
Previously Billed	\$154,701.17
Current Amount Invoiced	\$45,624.69
Balance Remaining Including retainage	\$364,755.45

Amount Due this Invoice \$45,624.69

PO 18-44630  
401.902.977.102  
C. Behrens  
8/28/2018

O/K  
OT  
8/22/18

*[Signature]*  
8/29/18

*[Signature]*  
8/29/18

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

CONTRACTOR: Cross Renovation, Inc.  
34133 Schoolcraft  
Livonia, MI, 48150

PROJECT: Grosse Pointe Woods Public Safety  
20025 Mack Plaza Dr.  
Grosse Pointe, MI 48236

APPLICATION NUMBER: 4  
PERIOD TO: 08/20/18  
PROJECT NO.: BH-683  
CONTRACT DATE: 05/08/18

Distribution to:  
 OWNER  
 CONSTRUCTION  
 ARCHITECT  
 CONTRACTOR

VIA General contractor: Cross Renovation, Inc.  
VIA ARCHITECT:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in accordance with the Contract.  
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$546,476.00
2. Net Change By Change Orders.....	\$18,605.31
3. CONTRACT SUM TO DATE (Line 1 +2)	\$565,081.31
4. TOTAL COMPLETED & STORED TO DATE..... (Column C on G703)	\$209,545.49
5. RETAINAGE:	
a. 10% of Completed Work	\$9,220

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY: [Signature] DATE 8/7/18

State of: MICH County of: Washtenaw

Subscribed and sworn before me this 17 day of Aug 20 18  
Notary Public:  
My Commission Expires: [Signature]

RENEE HERDON  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires 03-07-2024  
Acting in the County of Wayne

6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$200,325.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$154,701.17
8. CURRENT PAYMENT DUE	\$45,624.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 364,755.45

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 45,624.89  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column I on Contracts where variable retainage for line items may apply.



APPLICATION NO:  
APPLICATION DATE: 08/20/18  
PERIOD TO: 08/20/18  
ARCHITECT'S PROJECT: BH-663

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDERS TO DATE	E WORK COMPLETED		G MATERIALS PRESENTLY STORED	H TOTAL COMPLETED AND STORED TO DATE	I % (G/C)	J BALANCE TO FINISH (C-G)	K RETAINAGE
				F FROM PREVIOUS APPLICATION	F THIS PERIOD					
1	General Requirements - Summary	\$6,117.65		\$6,117.65	\$0.00	\$0.00	\$6,117.65	100%	\$0.00	\$611.77
2	General Requirements - Allowances	\$10,000.00		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
3	General Requirements - Construction Waste Manag	\$522.68		\$522.68	\$0.00	\$0.00	\$522.68	100%	\$0.00	\$52.27
4	Existing Conditions - Selective Demolition	\$12,926.14		\$12,926.14	\$0.00	\$0.00	\$12,926.14	100%	\$0.00	\$1,292.61
5	Concrete - Cast-In-Place Concrete	\$14,772.73		\$13,295.46	\$0.00	\$0.00	\$13,295.46	90%	\$1,477.27	\$1,329.55
6	Masonry - Unit Masonry	\$11,363.64		\$10,227.28	\$0.00	\$0.00	\$10,227.28	90%	\$1,136.36	\$1,022.73
7	Metals - Structural Steel Framing	\$1,176.47		\$1,058.82	\$0.00	\$0.00	\$1,058.82	90%	\$117.65	\$105.88
8	Metals - Metal Fabrications	\$10,505.68		\$10,505.68	\$0.00	\$0.00	\$10,505.68	100%	\$0.00	\$1,050.57
9	Wood, Plastics, And Composites - Rough Carpent	\$3,662.74		\$1,831.37	\$1,450.00	\$0.00	\$3,281.37	90%	\$381.37	\$328.14
10	Wood, Plastics, And Composites - Interior Finish	\$1,981.99		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,981.99	\$0.00
11	Thermal And Moisture Protection - Acoustical Joi	\$2,823.53		\$2,823.53	\$0.00	\$0.00	\$2,823.53	100%	\$0.00	\$282.35
12	Openings - Hollow Metal Doors And Frames	\$7,813.73		\$781.37	\$0.00	\$0.00	\$781.37	10%	\$7,032.36	\$78.14
13	Openings - Detention Doors And Frames	\$245,679.35		\$24,567.94	\$0.00	\$0.00	\$24,567.94	10%	\$221,111.41	\$2,456.79
14	Openings - Door Hardware	\$9,058.82		\$905.88	\$0.00	\$0.00	\$905.88	10%	\$8,152.94	\$90.59
15	Finishes - Non-Structural Metal Framing	\$3,296.47		\$2,307.53	\$650.00	\$0.00	\$2,957.53	90%	\$338.94	\$295.75
16	Finishes - Gypsum Plastering	\$2,481.18		\$0.00	\$2,225.00	\$0.00	\$2,225.00	90%	\$256.18	\$222.50
17	Finishes - Acoustical Tile Ceilings	\$2,014.11		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,014.11	\$0.00
18	Finishes - Resilient Base And Accessories	\$218.82		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$218.82	\$0.00
19	Finishes - Resilient Tile Flooring	\$424.71		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$424.71	\$0.00
20	Finishes - Resinous Flooring	\$6,460.67		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,460.67	\$0.00
21	Finishes - Interior Painting	\$4,122.70		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,122.70	\$0.00
22	Specialties - Fire Extinguishers	\$882.35		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$882.35	\$0.00
23	Specialties - Metal Lockers	\$2,352.94		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,352.94	\$0.00
24	Furnishings - Manufactured Wood-Veneer-Faced	\$5,179.55		\$0.00	\$518.00	\$0.00	\$518.00	10%	\$4,661.55	\$0.00
25	Fire Suppression - Wet Pipe	\$25,176.47		\$5,035.29	\$0.00	\$0.00	\$5,035.29	20%	\$20,141.18	\$0.00
26	Plumbing - Facility Water Distribution Piping	\$39,772.73		\$11,931.82	\$16,000.00	\$0.00	\$27,931.82	70%	\$11,840.91	\$0.00
27	Heating Ventilating And Air Conditioning - Con	\$39,772.73		\$15,909.09	\$12,000.00	\$0.00	\$27,909.09	70%	\$11,863.64	\$0.00
28	Electrical - Underground Ducts And Raceways For	\$47,727.27		\$19,090.91	\$9,500.00	\$0.00	\$28,590.91	60%	\$19,136.36	\$0.00
29	Earthwork - Site Clearing	\$7,259.35		\$7,259.35	\$0.00	\$0.00	\$7,259.35	100%	\$0.00	\$0.00
30	Exterior Improvements - Concrete Paving	\$2,223.53		\$222.35	\$1,775.00	\$0.00	\$1,997.35	90%	\$226.18	\$0.00
	Alternate 2 - Metal Fabrications	\$9,970.59	\$0.00	\$997.06	\$0.00	\$0.00	\$997.06	10%	\$8,973.53	\$0.00
	Alternate 2 - Rough Carpentry	\$7,975.01	\$0.00	\$7,975.01	\$0.00	\$0.00	\$7,975.01	100%	\$0.00	\$0.00
	Alternate 2 - Interior Painting	\$759.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$759.67	\$0.00
	Change Order 1 - Ceiling demo	\$0.00	\$4,026.88	\$4,026.88	\$0.00	\$0.00	\$4,026.88	100%	\$0.00	\$0.00
	Change Order 3 - Bulletin #1	\$0.00	(\$1,778.70)	(\$1,778.70)	\$0.00	\$0.00	(\$1,778.70)	100%	\$1,778.70	\$0.00
	Change Order 4 - Bulletin #2	\$0.00	\$3,878.38	\$1,939.19	\$1,939.19	\$0.00	\$3,878.38	100%	\$0.00	\$0.00
	Change Order 5 - Bulletin #3	\$0.00	\$1,639.35	\$1,639.35	\$0.00	\$0.00	\$1,639.35	100%	\$0.00	\$0.00
	Change Order 6 -	\$0.00	\$1,521.52	\$1,369.37	\$0.00	\$0.00	\$1,369.37	90%	\$152.15	\$0.00
	Change Order 8 - Trilogy hardware	\$0.00	\$9,317.88	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,317.88	\$0.00
		\$546,476.00	\$18,605.31	\$163,488.30	\$46,057.19	\$0.00	\$209,545.49	38%	\$357,314.52	\$9,219.63



## PARTIAL CONDITIONAL WAIVER

We have a contract/ PO with

City Of Grosse Pointe Woods

to provide the renovation of building according to plans and scope of work for

Grosse Pointe Woods Public Safety

and by signing this waiver, waive our construction lien to the

amount of \$ 45,624.69 for labor and materials provided through 8/20/2018 . This waiver, together

with all previous waivers, if any, does/does not cover all amounts due us for contract improvement provided

through the date shown above. This waiver is conditional on actual payment of the amount shown above.

If improvement is provided to property that is a residential structure and if the owner or lessee of the

property of the owner's of lessee's designee has received a notice of furnishing from one of us, or if we

are not required to provide one, and the owner, lessee, or designee has not received this waiver

directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us

either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc

By: \_\_\_\_\_

Mike Butcher

Address: 34133 Schoolcraft

Livonia, MI. 48150

Telephone: 734-286-2244

Fax: 734-943-6212

Signed on: \_\_\_\_\_

8/17/18

13D



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road  
Shelby Township, MI 48315  
586.726.1234  
www.aewinc.com

RECEIVED  
AUG 27 2018  
CITY OF GROSSE PTE. WOODS

August 22, 2018

PO # 18-44862  
420-902-977.101  
08-22-2018

Bruce Smith  
City of Grosse Pointe Woods  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236

Reference: City of Grosse Pointe Woods  
Bond Improvements, Roofs and HVAC  
AEW Project No. 0160-0395

Dear Mr. Smith:

Enclosed please find the General Contractor's Application and Certification for Payment No.1 for the above referenced project. We recommend issuing payment in the amount requested for \$36,929.13 to Cross Renovation, Inc. 34133 Schoolcraft, Livonia, MI 48150.

If you have questions or need additional information, please contact our office.

Sincerely,

Jason R. Arlow, AIA

cc: Cross Renovation, Inc  
Frank Schulte, GPW  
Cathy Behrens, GPW  
Scott Lockwood, AEW

M:\0352\0352-0023\ConstServices\PayApplications\1\PayApp#1\_letter.docx



**Customer Name**  
**Customer Address**

City Of Grosse Pointe Woods  
20025 Mack Plaza Dr.  
Grosse Pointe, MI 48236

**Invoice #**  
**Date**  
**Job #**

1  
08/07/18  
BH-676

**Job Name:**

Grosse Pointe Woods Roofs & HVAC

Original Contract Amount  
Previously Billed  
Current Amount Invoiced  
Balance Remaining Including retainage

\$2,393,481.00  
\$0.00  
\$36,929.13  
\$2,356,551.87

**Amount Due this Invoice**

**\$36,929.13**

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

**CONTRACTOR:** Cross Renovation, Inc.  
34133 Schoolcraft  
Livonia, MI 48150

**PROJECT:** Cross Pointe Woods Roofs & HVAC  
20025 Mack Plaza Dr.  
Grosse Pointe, MI 48236

**VIA General contractor:** Cross Renovation, Inc.  
**VIA ARCHITECT:**

**APPLICATION NUMBER:** 1  
**PERIOD TO:** 08/07/18  
**PROJECT NO.:** BH-678  
**CONTRACT DATE:** 06/26/18

**Distribution to:**  
 OWNER  
 CONSTRUCTION  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$2,393,481.00
2. Net Change By Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +2).....	\$2,393,481.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$41,032.37
5. RETAINAGE:	
a. 10% of Completed Work	\$ 4,103.24

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY: [Signature] DATE 8/22/18

State of: MICH County of: Washtenaw  
Subscribed and sworn before me this 22 day of Aug 20 18  
Notary Public:  
My Commission Expires: [Signature]

RENEE HERDON  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires 03-07-2024  
Acting in the County of Washtenaw

6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$36,929.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	[Redacted]
8. CURRENT PAYMENT DUE	\$36,929.13
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,356,551.87

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 36,929.13 ✓  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

ARCHITECT: [Signature] Date: 8/22/18  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column I on Contracts where variable retainage for line items may apply.



APPLICATION NO:  
APPLICATION DATE: 08/07/18  
PERIOD TO: 08/07/18  
ARCHITECT'S PROJECT: BII-676

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDERS TO DATE	E WORK COMPLETED		G MATERIALS PRESENTLY STORED	H TOTAL COMPLETED AND STORED TO DATE	I % (G/C)	J BALANCE TO FINISH (C-G)	K RETAINAGE
				F FROM PREVIOUS APPLICATION	F THIS PERIOD					
1	General Requirements	\$65,161.86		\$0.00	\$41,032.37		\$41,032.37	63%	\$24,129.49	\$4,103.24
	Allowance	\$140,000.00								
2	Existing Conditions	\$33,011.75		\$0.00	\$0.00		\$0.00	0%	\$33,011.75	\$0.00
3	Concrete	\$0.00					\$0.00	0%	\$0.00	\$0.00
4	Masonry	\$10,000.00		\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
5	Metals	\$0.00					\$0.00	0%	\$0.00	\$0.00
6	Wood, Plastics, And Composites	\$79,087.08		\$0.00	\$0.00		\$0.00	0%	\$79,087.08	\$0.00
7	Thermal And Moisture Protection	\$1,127,944.99		\$0.00	\$0.00		\$0.00	0%	\$1,127,944.99	\$0.00
8	Openings	\$0.00					\$0.00	0%	\$0.00	\$0.00
9	Finishes	\$3,042.01		\$0.00	\$0.00		\$0.00	0%	\$3,042.01	\$0.00
10	Specialties	\$0.00					\$0.00	0%	\$0.00	\$0.00
11	Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
12	Furnishings	\$0.00					\$0.00	0%	\$0.00	\$0.00
13	Special Construction	\$0.00					\$0.00	0%	\$0.00	\$0.00
14	Conveying Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
21	Fire Suppression	\$0.00					\$0.00	0%	\$0.00	\$0.00
22	Plumbing	\$0.00					\$0.00	0%	\$0.00	\$0.00
23	Heating Ventilating And Air Conditioning	\$766,666.66		\$0.00	\$0.00		\$0.00	0%	\$766,666.66	\$0.00
26	Electrical	\$88,295.46		\$0.00	\$0.00		\$0.00	0%	\$88,295.46	\$0.00
28	Electronic Safety And Security	\$0.00					\$0.00	0%	\$0.00	\$0.00
31	Earthwork	\$0.00					\$0.00	0%	\$0.00	\$0.00
32	Exterior Improvements	\$0.00					\$0.00	0%	\$0.00	\$0.00
33	Utilities	\$22,141.18		\$0.00	\$0.00		\$0.00	0%	\$22,141.18	\$0.00
	Alternate 1	\$34,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$34,130.00	\$0.00
		\$2,793,381.00	\$0.00	\$0.00	\$41,032.37	\$0.00	\$41,032.37	2%	\$2,752,348.63	\$4,103.24



**PARTIAL CONDITIONAL WAIVER**

---

We have a contract/ PO with City Of Grosse Pointe Woods  
to provide the renovation of building according to plans and scope of work for  
Grosse Pointe Woods Roofs & HVAC and by signing this waiver, waive our construction lien to the  
amount of \$ 36,929.13 for labor and materials provided through 8/7/2018 . This waiver, together  
with all previous waivers, if any, does/does not cover all amounts due us for contract improvement provided  
through the date shown above. This waiver is conditional on actual payment of the amount shown above.  
If improvement is provided to property that is a residential structure and if the owner or lessee of the  
property of the owner's or lessee's designee has received a notice of furnishing from one of us, or if we  
are not required to provide one, and the owner, lessee, or designee has not received this waiver  
directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us  
either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc.

By: \_\_\_\_\_

Mike Butcher

Address: 34133 Schoolcraft  
Livonia, MI. 48150

Telephone: 734-286-2244  
Fax: 734-943-6212

Signed on: \_\_\_\_\_

8/22/18



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**

51301 Schoenherr Road  
Shelby Township, MI 48315

586.726.1234  
www.aewinc.com

RECEIVED

AUG 29 2018

PO # 18-44862

CITY OF GROSSE PTE. WOODS 420-902-977.103 DPW Admin  
08-29-2018

August 29, 2018

Bruce Smith  
City of Grosse Pointe Woods  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236

Reference: City of Grosse Pointe Woods  
Bond Improvements, Roofs and HVAC  
AEW Project No. 0160-0395

*[Handwritten signature]*  
8/29/18  
*[Handwritten signature]*  
*[Handwritten signature]*

Dear Mr. Smith:

Enclosed please find the General Contractor's Application and Certification for Payment No.2 for the above referenced project. We recommend issuing payment in the amount requested for \$63,000.00 to Cross Renovation, Inc. 34133 Schoolcraft, Livonia, MI 48150.

If you have questions or need additional information, please contact our office.

Sincerely,

*[Handwritten signature of Jason R. Arlow]*  
Jason R. Arlow, AIA

cc: Cross Renovation, Inc  
Frank Schulte, GPW  
Cathy Behrens, GPW  
Scott Lockwood, AEW

M:\0160\0160-0395\ConstServices\PayApplication\No2\PayApp#2\_letter.docx



<b>Customer Name</b>	City of Grosse Pointe Woods	<b>Invoice #</b>	2
<b>Customer Address</b>	20025 Mack Plaza Dr. Grosse Pointe, MI 48236	<b>Date</b>	08/28/18
		<b>Job #</b>	BH-676

**Job Name:** Grosse Pointe Woods Roofs & HVAC

Original Contract Amount	\$2,393,481.00
Previously Billed	\$36,929.13
Current Amount Invoiced	\$63,000.00
Balance Remaining Including retainage	\$2,293,551.87

**Amount Due this Invoice** \$63,000.00

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

CONTRACTOR: Cross Renovation, Inc.  
34133 Schoolcraft  
Livonia, MI, 48150

PROJECT: Grosse Pointe Woods Roofs & HVAC  
20025 Mack Plaza Dr.  
Grosse Pointe, MI 48236

VIA General contractor:  
VIA ARCHITECT:

APPLICATION NUMBER: 2  
PERIOD TO: 08/28/18  
PROJECT NO.: BH-676  
CONTRACT DATE: 06/26/18

Cross Renovation, Inc.

Distribution to:  
 OWNER  
 CONSTRUCTION  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$2,393,481.00
2. Net Change By Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +2)	\$2,393,481.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$111,032.37
5. RETAINAGE: a. 10% of Completed Work	\$ 11,103.24

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued, and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY: [Signature] DATE 8/20/18

State of: MICHIGAN County of: Washtenaw

Subscribed and sworn before me this 20 day of Aug 2018

Notary Public: [Signature]

My Commission Expires: [Signature]

RENEE HERDON  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires 03-07-2024  
Acting in the County of \_\_\_\_\_

6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$99,929.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	<u>[Redacted]</u>
8. CURRENT PAYMENT DUE	\$63,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,293,551.87

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 63,000.00 ✓  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

ARCHITECT: [Signature] Date: 8/29/18

By: [Signature] Date: 8/29/18

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use column I on Contracts where variable retainage for line items may apply.



APPLICATION NO:  
 APPLICATION DATE: 08/28/18  
 PERIOD TO: 08/28/18  
 ARCHITECT'S PROJECT: B11-676

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS TO DATE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
				FROM PREVIOUS APPLICATION	THIS PERIOD					
1	General Requirements	\$63,161.86		\$41,032.37	\$0.00		\$41,032.37	65%	\$24,129.49	\$4,103.24
	Allowance	\$140,000.00								
2	Existing Conditions	\$35,011.76		\$0.00	\$0.00		\$0.00	0%	\$35,011.76	\$0.00
3	Concrete	\$0.00					\$0.00	0%	\$0.00	\$0.00
4	Masonry	\$10,000.00		\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
5	Metals	\$0.00					\$0.00	0%	\$0.00	\$0.00
6	Wood, Plastic, And Composites	\$79,087.08		\$0.00	\$0.00		\$0.00	0%	\$79,087.08	\$0.00
7	Thermal And Moisture Protection	\$1,127,944.99		\$0.00	\$0.00		\$70,000.00	6%	\$1,057,944.99	\$7,000.00
8	Openings	\$0.00					\$0.00	0%	\$0.00	\$0.00
9	Finishes	\$5,042.01		\$0.00	\$0.00		\$0.00	0%	\$5,042.01	\$0.00
10	Specialties	\$0.00					\$0.00	0%	\$0.00	\$0.00
11	Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
12	Furnishings	\$0.00					\$0.00	0%	\$0.00	\$0.00
13	Special Construction	\$0.00					\$0.00	0%	\$0.00	\$0.00
14	Conveying Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
21	Fire Suppression	\$0.00					\$0.00	0%	\$0.00	\$0.00
22	Plumbing	\$0.00					\$0.00	0%	\$0.00	\$0.00
23	Heating Ventilating And Air Conditioning	\$766,666.66		\$0.00	\$0.00		\$0.00	0%	\$766,666.66	\$0.00
26	Electrical	\$88,295.46		\$0.00	\$0.00		\$0.00	0%	\$88,295.46	\$0.00
28	Electronic Safety And Security	\$0.00					\$0.00	0%	\$0.00	\$0.00
31	Earthwork	\$0.00					\$0.00	0%	\$0.00	\$0.00
32	Exterior Improvements	\$0.00					\$0.00	0%	\$0.00	\$0.00
33	Utilities	\$22,141.18		\$0.00	\$0.00		\$0.00	0%	\$22,141.18	\$0.00
	Alternate I	\$54,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$54,130.00	\$0.00
		\$2,393,381.00	\$0.00	\$41,032.37	\$0.00	\$70,000.00	\$111,032.37	5%	\$2,382,348.63	\$11,103.24

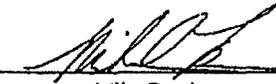


## PARTIAL CONDITIONAL WAIVER

---

We have a contract/ PO with City Of Grosse Pointe Woods  
to provide the renovation of building according to plans and scope of work for  
Grosse Pointe Woods Roofs & HVAC and by signing this waiver, waive our construction lien to the  
amount of \$ 63,000.00 for labor and materials provided through 8/28/2018. This waiver, together  
with all previous waivers, if any, does/does not cover all amounts due us for contract improvement provided  
through the date shown above. This waiver is conditional on actual payment of the amount shown above.  
If improvement is provided to property that is a residential structure and if the owner or lessee of the  
property of the owner's of lessee's designee has received a notice of furnishing from one of us, or if we  
are not required to provide one, and the owner, lessee, or designee has not received this waiver  
directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us  
either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc.

By: 

Mike Butler

Address: 34133 Schoolcraft  
Livonia, MI. 48150

Telephone: 734-286-2244  
Fax: 734-943-6212

Signed on: 8/29/18



Celebrating 50 Years of Excellence  
1968-2018

ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road 586.726.1234  
Shelby Township, MI 48315 www.aewinc.com

13E

August 20, 2018

RECEIVED

AUG 21 2018

CITY OF GROSSE PTE. WOODS

Cathy Behrens  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

PO # 17- 46894

406-451-977.804 \$71,678.47

592-537-977.300 \$14,681.13

08-20-2018

Reference: 2017-2018 Road Program  
City of Grosse Pointe Woods  
AEW Project No. 0160-0380

Dear Ms. Behrens:

OK - FS [Signature]

[Signature]

Enclosed please find Final Estimate No. 9 for the project referenced above. We recommend payment for the **Net Earnings this Period (see Page 4)** in the amount of **\$86,359.60** be made to DiLisio Contracting, Inc. 23525 Lakepointe Dr., Clinton Township, MI 48036.

An executed copy of the Balancing Contract Modification along with Consent of Surety and Sworn Statement will be provided upon receipt from the Contractor.

If you need additional information, please feel free to contact our office.

Sincerely,

[Signature]

Scott Lockwood, PE

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy, Department of Public Services  
DiLisio Contracting

Document2



# Construction Pay Estimate Report

Anderson Eckstein & Westrick, Inc.

8/20/2018 4:11 PM

FieldManager 5.3a

**Contract: .0160-0380, 2017 Concrete Pavement Repair Program**

<b>Estimate No.</b> 9	<b>Estimate Date</b> 8/20/2018	<b>Entered By</b> William WW Wines	<b>Estimate Type</b> Final	<b>Managing Office</b> Anderson Eckstein & Westrick, Inc.
<b>All Contract Work Completed</b> 11/30/2017	<b>Construction Started Date</b> 4/18/2017	<b>Prime Contractor</b> Di Lisio Contracting, Inc. 23525 Lakepointe Dr Clinton Township MI 48036-3323		

**Comments**

Original Contract Amount: \$609,571.01  
% Complete: 100%

**Item Usage Summary**

Project: 0160-0380, 2017 Concrete Pavement Repair Program  
Category: 0001, Anita

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Subgrade Undercutting, Modified	Cyd	2057021	0040	0040	00	000	41.000	45.00	\$1,845.00
Minor Traf Devices	LS	8120170	0270	0270	00	000	0.100	10,000.00	\$1,000.00
Sign, Type B, Temp, Prismatic, Furn	Sft	8120350	0285	0285	00	000	115.000	5.00	\$575.00
Sign, Type B, Temp, Prismatic, Oper	Sft	8120351	0290	0290	00	000	115.000	0.01	\$1.15
Sign, Type B, Temp, Prismatic, Speci Furn	Sft	8120352	0295	0295	00	000	12.000	8.00	\$96.00
Sign, Type B, Temp, Prismatic, Speci Oper	Sft	8120353	0300	0300	00	000	12.000	0.01	\$0.12
Traf Regulator Control	LS	8120370	0305	0305	00	000	0.100	10,000.00	\$1,000.00
_ Proposed Trees	Ea	8157050	0315	0315	00	000	1.000	500.00	\$500.00
<b>Subtotal for Category 0001:</b>									<b>\$5,017.27</b>

Category: 0002, Anita Water Main

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Minor Traf Devices	LS	8120170	0590	0590	00	000	0.100	10,000.00	\$1,000.00
Traf Regulator Control	LS	8120370	0625	0625	00	000	0.100	10,000.00	\$1,000.00
_ Sewer lead inspection to verify conditio	LS	8107051	2835	2835	SA	005	1.000	12,127.50	\$12,127.50
_ Repair broken sewer lead at 1523 Anita	LS	8197051	2840	2840	SA	005	1.000	3,600.00	\$3,600.00
<b>Subtotal for Category 0002:</b>									<b>\$17,727.50</b>

Category: 0004, Huntington

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Pavt, Cleaning	LS	5010001	1015	1015	00	000	0.250	5,200.00	\$1,300.00



# Construction Pay Estimate Report

## Item Usage Summary

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0004, Huntington

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Minor Traf Devices	LS	8120170	1100	1100	00	000	0.200	10,000.00	\$2,000.00
Traf Regulator Control	LS	8120370	1135	1135	00	000	0.200	10,000.00	\$2,000.00
<b>Subtotal for Category 0004:</b>									<b>\$5,300.00</b>

Category: 0005, Maple

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Minor Traf Devices	LS	8120170	1325	1325	00	000	0.100	10,000.00	\$1,000.00
Traf Regulator Control	LS	8120370	1350	1350	00	000	0.100	10,000.00	\$1,000.00
Sodding	Syd	8160055	1355	1355	00	000	301.170	2.50	\$752.93
_ Maple Lane patch due to MichCon	LS	8037051	2845	2845	SA	005	1.000	7,000.00	\$7,000.00
<b>Subtotal for Category 0005:</b>									<b>\$9,752.93</b>

Category: 0006, N. Oxford

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Subgrade Undercutting, Modified	Cyd	2057021	1430	1430	00	000	59.000	45.00	\$2,655.00
Channelizing Device, 42 inch, Furn	Ea	8120030	1615	1615	00	000	39.000	18.00	\$702.00
Channelizing Device, 42 inch, Oper	Ea	8120031	1620	1620	00	000	39.000	0.01	\$0.39
Minor Traf Devices	LS	8120170	1625	1625	00	000	0.100	10,000.00	\$1,000.00
Traf Regulator Control	LS	8120370	1660	1660	00	000	0.100	10,000.00	\$1,000.00
_ Proposed Trees	Ea	8157050	1670	1670	00	000	3.000	500.00	\$1,500.00
Water, Sodding/Seeding	Unit	8160090	1685	1685	00	000	162.000	20.00	\$3,240.00
<b>Subtotal for Category 0006:</b>									<b>\$10,097.39</b>

Category: 0007, Oxford

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Minor Traf Devices	LS	8120170	1880	1880	00	000	0.100	10,000.00	\$1,000.00
Traf Regulator Control	LS	8120370	1915	1915	00	000	0.100	10,000.00	\$1,000.00
<b>Subtotal for Category 0007:</b>									<b>\$2,000.00</b>

Category: 0008, S. Renaud

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Pavt, Cleaning	LS	5010001	2060	2060	00	000	0.750	5,200.00	\$3,900.00
Curb and Gutter, Conc, Det F1	Ft	8020035	2130	2130	00	000	192.000	18.25	\$3,504.00



# Construction Pay Estimate Report

## Item Usage Summary

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0008, S. Renaud

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Channelizing Device, 42 inch, Furn	Ea	8120030	2155	2155	00	000	38.000	18.00	\$684.00
Channelizing Device, 42 inch, Oper	Ea	8120031	2160	2160	00	000	38.000	0.01	\$0.38
Minor Traf Devices	LS	8120170	2165	2165	00	000	0.100	10,000.00	\$1,000.00
Traf Regulator Control	LS	8120370	2200	2200	00	000	0.100	10,000.00	\$1,000.00
<b>Subtotal for Category 0008:</b>									<b>\$10,088.38</b>

Category: 0009, Stanhope

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Minor Traf Devices	LS	8120170	2480	2480	00	000	0.100	10,000.00	\$1,000.00
Sign, Type B, Temp, Prismatic, Furn	Sft	8120350	2495	2495	00	000	170.000	5.00	\$850.00
Sign, Type B, Temp, Prismatic, Oper	Sft	8120351	2500	2500	00	000	170.000	0.01	\$1.70
Traf Regulator Control	LS	8120370	2515	2515	00	000	0.100	10,000.00	\$1,000.00
<b>Subtotal for Category 0009:</b>									<b>\$2,851.70</b>

Category: 0010, Wedgewood

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Minor Traf Devices	LS	8120170	2725	2725	00	000	0.100	10,000.00	\$1,000.00
Traf Regulator Control	LS	8120370	2750	2750	00	000	0.100	10,000.00	\$1,000.00
Sodding	Syd	8160055	2755	2755	00	000	609.770	2.50	\$1,524.43
<b>Subtotal for Category 0010:</b>									<b>\$3,524.43</b>

**Subtotal for Project 0160-0380: \$66,359.60**

**Total Estimated Item Payment: \$66,359.60**

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date	78	\$0
<b>Total Liquidated Damages:</b>				<b>\$0</b>



### Construction Pay Estimate Report

#### Pre-Voucher Summary

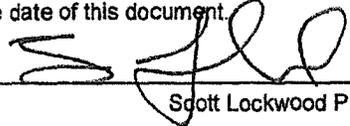
Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0380, 2017 Concrete Pavement Repair Program	0009	\$66,359.60	\$0.00	\$66,359.60
<b>Voucher Total:</b>				<b>\$66,359.60</b>

#### Summary

Current Voucher Total:	\$66,359.60	Earnings to date:	\$3,411,055.26
-Current Retainage:	(\$20,000.00)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$86,359.60</b>	<b>Net Earnings to date:</b>	<b>\$3,411,055.26</b>
		- Payments to date:	\$3,324,695.66
		<b>Net Earnings this period:</b>	<b>\$86,359.60</b>

#### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

  
 \_\_\_\_\_  
 Scott Lockwood PE AEW Inc.

8/20/18  
 \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 Di Lisio Contracting, Inc.

\_\_\_\_\_  
 (Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

**Contract: .0160-0380, 2017 Concrete Pavement Repair Program**

**Project: 0160-0380, 2017 Concrete Pavement Repair Program**

**Category: 0000,**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	Mobilization, Max 5%	1500001	1.000	LS		1.000	1.000	100%	75,000.00000	\$75,000.00
2790	__Audio Visual Record of Construction Balancing	8357051	1.000	LS		1.000	1.000	100%	300.00000	\$300.00
<b>Subtotal for Category 0000:</b>										<b>75300.00</b>

**Category: 0001, Anita**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0010	Tree, Rem, 6 inch to 18 inch	2020004	2.000	Ea		2.000	2.000	100%	500.00000	\$1,000.00
0015	Sewer, Rem, Less than 24 inch	2030015	76.000	Ft		76.000	76.000	100%	13.00000	\$988.00
0020	Pavt, Rem	2040050	2,894.080	Syd		2,894.080	2,894.080	100%	5.20000	\$15,049.22
0025	Sidewalk, Rem	2040055	134.840	Syd		134.840	134.840	100%	9.00000	\$1,213.56
0030	Excavation, Earth	2050016	0.000	Cyd		0.000			20.00000	
0035	_ Station Grading	2057002	10.000	Sta		10.000	10.000	100%	2,600.00000	\$26,000.00
0040	_ Subgrade Undercutting, Modified	2057021	44.700	Cyd	41.000	44.700	44.700	100%	45.00000	\$2,011.50
0045	_ Subgrade Undercutting, Special	2057021	0.000	Cyd		0.000			50.00000	
0050	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	7.000	Ea		7.000	7.000	100%	56.00000	\$392.00
0055	Aggregate Base, 6 inch	3020016	3,105.180	Syd		3,105.180	3,105.180	100%	6.80000	\$21,115.22
0060	Maintenance Gravel	3060020	127.530	Ton		127.530	127.530	100%	20.00000	\$2,550.60
0065	_ Geogrid, Misc.	3087011	0.000	Syd		0.000			2.10000	
0070	Sewer, CI IV, 12 inch, Tr Det B	4020987	212.400	Ft		212.400	212.400	100%	65.00000	\$13,806.00
0075	Sewer Tap, 18 inch	4021206	3.000	Ea		3.000	3.000	100%	400.00000	\$1,200.00
0080	Sewer Bulkhead, 12 inch	4021230	8.000	Ea		8.000	8.000	100%	200.00000	\$1,600.00
0085	_ External Structure Wrap, 18 inch	4027050	8.000	Ea		8.000	8.000	100%	450.00000	\$3,600.00
0090	_ Sewer Bulkhead, 8 inch	4027050	5.000	Ea		5.000	5.000	100%	200.00000	\$1,000.00
0095	Dr Structure Cover, Adj, Case 1, Modifie	4030004	7.000	Ea		7.000	7.000	100%	350.00000	\$2,450.00
0100	Dr Structure, 48 inch dia	4030210	9.000	Ea		9.000	9.000	100%	1,650.00000	\$14,850.00
0105	Dr Structure, Adj, Add Depth	4030280	0.000	Ft		0.000			350.00000	

**Contract: .0160-0380**

**Estimate: 9**

Page 1 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0001, Anita

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0110	Dr Structure, Tap, 12 inch	4030312	3.000	Ea		3.000	3.000	100%	300.00000	\$900.00
0115	_ Dr Structure Cover, Catch Basin	4037050	11.000	Ea		11.000	11.000	100%	550.00000	\$6,050.00
0120	_ Dr Structure Cover, Combined Manhole	4037050	4.000	Ea		4.000	4.000	100%	550.00000	\$2,200.00
0125	_ Dr Structure Cover, Storm Manhole	4037050	0.000	Ea		0.000			550.00000	
0130	Underdrain, Subgrade, 4 inch	4040071	1,970.000	Ft		1,970.000	1,970.000	100%	11.90000	\$23,443.00
0135	HMA Surface, Rem	5010005	1,843.540	Syd		1,843.540	1,843.540	100%	2.00000	\$3,687.08
0140	Conc Pavt w/ Int Curb,Nonreinf,8 inch	6020164	2,936.990	Syd		2,936.990	2,936.990	100%	51.60000	\$151,548.68
0145	Joint, Expansion, E2	6020207	87.600	Ft		87.600	87.600	100%	15.00000	\$1,314.00
0150	Joint, Plane-of-Weakness, W	6020211	2,484.500	Ft		2,484.500	2,484.500	100%	1.00000	\$2,484.50
0155	Pavt Gapping	6020215	0.000	Ft		0.000			10.00000	
0160	Joint, Expansion, Erg	6030021	113.800	Ft		113.800	113.800	100%	15.00000	\$1,707.00
0165	Driveway, Nonreinf Conc, 6 inch	8010005	456.100	Syd		456.100	456.100	100%	35.00000	\$15,963.50
0170	Driveway, Nonreinf Conc, 8 inch	8010007	109.570	Syd		109.570	109.570	100%	43.00000	\$4,711.51
0175	Detectable Warning Surface	8030010	37.000	Ft		37.000	37.000	100%	29.50000	\$1,091.50
0180	Sidewalk Ramp, Conc, 4 inch	8030034	0.000	Sft		0.000			5.00000	
0185	Sidewalk, Conc, 4 inch	8030044	1,072.400	Sft		1,072.400	1,072.400	100%	5.00000	\$5,362.00
0190	Sidewalk, Clay Brick Pavers, Rem	8030051	0.000	Sft		0.000			3.00000	
0195	_ Sidewalk Ramp, Conc, 8 inch	8037010	423.850	Sft		423.850	423.850	100%	6.50000	\$2,755.03
0200	_ Sidewalk, Clay Brick Pavers, Salv	8037010	14.400	Sft		14.400	14.400	100%	9.00000	\$129.60
0205	Rem Curing Compound, for Longit Mrkg, 6"	8110308	0.000	Ft		0.000			1.65000	
0210	Rem Curing Compound, for Longit Mrkg,12"	8110310	0.000	Ft		0.000			2.95000	
0215	Rem Curing Compound, for Spec Mrkg	8110321	0.000	Sft		0.000			2.95000	
0220	_ Pavt Mrkg, Waterborne, 12 inch, Stop Bar	8117001	87.500	Ft		87.500	87.500	100%	3.00000	\$262.50
0225	_ Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Stop Bar	8117001	0.000	Ft		0.000			1.50000	
0230	_ Pavt Mrkg, Waterborne, 2nd Application, 6 inch, Crosswalk	8117001	0.000	Ft		0.000			1.00000	

Contract: .0160-0380

Estimate: 9

Page 2 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0001, Anita

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0235	_ Pavt Mrkg, Waterborne, 6 inch, Crosswalk	8117001	368.000	Ft		368.000	368.000	100%	1.50000	\$552.00
0240	_ Pavt Mrkg, Waterborne, 2nd Application, Stop	8117050	0.000	Ea		0.000			50.00000	
0245	_ Pavt Mrkg, Waterborne, Stop	8117050	0.000	Ea		0.000			75.00000	
0250	Barric, Type III, High Intens, Lighted, Furn	8120022	0.000	Ea		0.000			80.00000	
0255	Barric, Type III, High Intens, Lighted, Oper	8120023	0.000	Ea		0.000			0.01000	
0260	Channelizing Device, 42 inch, Furn	8120030	0.000	Ea		0.000			18.00000	
0265	Channelizing Device, 42 inch, Oper	8120031	0.000	Ea		0.000			0.01000	
0270	Minor Traf Devices	8120170	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
0275	Sign, Type A, Temp, Prismatic, Furn	8120340	0.000	Sft		0.000			6.00000	
0280	Sign, Type A, Temp, Prismatic, Oper	8120341	0.000	Sft		0.000			0.01000	
0285	Sign, Type B, Temp, Prismatic, Furn	8120350	115.000	Sft	115.000	115.000	115.000	100%	5.00000	\$575.00
0290	Sign, Type B, Temp, Prismatic, Oper	8120351	115.000	Sft	115.000	115.000	115.000	100%	0.01000	\$1.15
0295	Sign, Type B, Temp, Prismatic, Special, Furn	8120352	12.000	Sft	12.000	12.000	12.000	100%	8.00000	\$96.00
0300	Sign, Type B, Temp, Prismatic, Special, Oper	8120353	12.000	Sft	12.000	12.000	12.000	100%	0.01000	\$0.12
0305	Traf Regulator Control	8120370	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
0310	_ Pedestrian Type II Barricade, Temp	8127050	0.000	Ea		0.000			150.00000	
0315	_ Proposed Trees	8157050	1.000	Ea	1.000	1.000	1.000	100%	500.00000	\$500.00
0320	Sodding	8160055	1,379.850	Syd		1,379.850	1,379.850	100%	2.50000	\$3,449.63
0325	Topsoil Surface, Furn, 3 inch	8160061	1,220.390	Syd		1,220.390	1,220.390	100%	3.50000	\$4,271.37
0330	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			20.00000	
0335	_ Irrigation Pipe	8237001	162.000	Ft		162.000	162.000	100%	1.50000	\$243.00
0340	_ Sprinkler Head	8237050	26.000	Ea		26.000	26.000	100%	40.00000	\$1,040.00
0345	_ Sprinkler Head, Adj	8237050	1.000	Ea		1.000	1.000	100%	15.00000	\$15.00
0350	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00
2795	Dr Structure, Rem	2030011	10.000	Ea		10.000	10.000	100%	400.00000	\$4,000.00



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0001, Anita

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2800	_ Dr Structure Trap, 12"	8207050		5.000 Ea		5.000	5.000	100%	400.00000	\$2,000.00
<b>Subtotal for Category 0001:</b>										<b>351479.27</b>

Category: 0002, Anita Water Main

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0355	Sewer, Rem, Less than 24 inch	2030015		0.000 Ft		0.000			13.00000	
0360	Pavt, Rem	2040050	3,944.960	Syd		3,944.960	3,944.960	100%	5.20000	\$20,513.79
0365	Sidewalk, Rem	2040055	169.430	Syd		169.430	169.430	100%	9.00000	\$1,524.87
0370	Excavation, Earth	2050016		0.000 Cyd		0.000			20.00000	
0375	_ Station Grading	2057002		10.000 Sta		10.000	10.000	100%	2,600.00000	\$26,000.00
0380	_ Subgrade Undercutting, Modified	2057021		12.300 Cyd		12.300	12.300	100%	45.00000	\$553.50
0385	_ Subgrade Undercutting, Special	2057021		0.000 Cyd		0.000			50.00000	
0390	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050		2.000 Ea		2.000	2.000	100%	56.00000	\$112.00
0395	Aggregate Base, 6 inch	3020016	3,094.070	Syd		3,094.070	3,094.070	100%	6.80000	\$21,039.68
0400	Maintenance Gravel	3060020		0.000 Ton		0.000			20.00000	
0405	_ Geogrid, Misc.	3087011		0.000 Syd		0.000			2.10000	
0410	Sewer, CI IV, 12 inch, Tr Det B	4020987		51.000 Ft		51.000	51.000	100%	65.00000	\$3,315.00
0415	Dr Structure Cover, Adj, Case 1, Modifie	4030004		0.000 Ea		0.000			350.00000	
0420	Dr Structure, Adj, Add Depth	4030280		0.000 Ft		0.000			350.00000	
0425	Dr Structure, Tap, 12 inch	4030312		0.000 Ea		0.000			300.00000	
0430	_ Dr Structure Cover, Catch Basin	4037050		6.000 Ea		6.000	6.000	100%	550.00000	\$3,300.00
0435	_ Gate Well Cover	4037050		3.000 Ea		3.000	3.000	100%	550.00000	\$1,650.00
0440	Underdrain, Subgrade, 4 inch	4040071	1,939.000	Ft		1,939.000	1,939.000	100%	11.90000	\$23,074.10
0445	HMA Surface, Rem	5010005	1,843.540	Syd		1,843.540	1,843.540	100%	2.00000	\$3,687.08
0450	Conc Pavt w/ Int Curb, Nonrein, 8 inch	6020164	2,880.740	Syd		2,880.740	2,880.740	100%	51.60000	\$148,646.18
0455	Joint, Expansion, E2	6020207		0.000 Ft		0.000			15.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0002, Anita Water Main

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0460	Joint, Plane-of-Weakness, W	6020211	3,591.100	Ft		3,591.100	3,591.100	100%	1.00000	\$3,591.10
0465	Pavt Gapping	6020215	0.000	Ft		0.000			10.00000	
0470	Joint, Expansion, Erg	6030021	0.000	Ft		0.000			15.00000	
0475	Driveway, Nonreinf Conc, 6 inch	8010005	501.310	Syd		501.310	501.310	100%	35.00000	\$17,545.85
0480	Driveway, Nonreinf Conc, 8 inch	8010007	67.130	Syd		67.130	67.130	100%	43.00000	\$2,886.59
0485	Detectable Warning Surface	8030010	27.500	Ft		27.500	27.500	100%	29.50000	\$811.25
0490	Sidewalk Ramp, Conc, 4 inch	8030034	418.000	Sft		418.000	418.000	100%	5.00000	\$2,090.00
0495	Sidewalk, Conc, 4 inch	8030044	0.000	Sft		0.000			5.00000	
0500	Sidewalk, Clay Brick Pavers, Rem	8030051	0.000	Sft		0.000			3.00000	
0505	_ Sidewalk Ramp, Conc, 8 inch	8037010	286.940	Sft		286.940	286.940	100%	6.50000	\$1,865.11
0510	_ Sidewalk, Clay Brick Pavers, Salv	8037010	16.200	Sft		16.200	16.200	100%	9.00000	\$145.80
0515	Pavt Mrkg, Waterborne, 6 inch, White	8110233	0.000	Ft		0.000			0.95000	
0520	Pavt Mrkg, Waterborne, 2nd Appl, 6, White	8110253	0.000	Ft		0.000			0.75000	
0525	Rem Curing Compound, for Longit Mrkg, 6"	8110308	0.000	Ft		0.000			1.65000	
0530	Rem Curing Compound, for Longit Mrkg, 12"	8110310	0.000	Ft		0.000			2.95000	
0535	Rem Curing Compound, for Spec Mrkg	8110321	0.000	Sft		0.000			2.95000	
0540	_ Pavt Mrkg, Waterborne, 12 inch, Stop Bar	8117001	0.000	Ft		0.000			3.00000	
0545	_ Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Stop Bar	8117001	0.000	Ft		0.000			1.50000	
0550	_ Pavt Mrkg, Waterborne, 2nd Application, 6 inch, Crosswalk	8117001	0.000	Ft		0.000			1.00000	
0555	_ Pavt Mrkg, Waterborne, 6 inch, Crosswalk	8117001	0.000	Ft		0.000			1.50000	
0560	_ Pavt Mrkg, Waterborne, 2nd Application, Stop	8117050	0.000	Ea		0.000			50.00000	
0565	_ Pavt Mrkg, Waterborne, Stop	8117050	0.000	Ea		0.000			75.00000	
0570	Barric, Type III, High Intens, Lighted, Furn	8120022	12.000	Ea		12.000	12.000	100%	80.00000	\$960.00
0575	Barric, Type III, High Intens, Lighted, Oper	8120023	52.000	Ea		52.000	52.000	100%	0.01000	\$0.52
0580	Channelizing Device, 42 inch, Fum	8120030	79.000	Ea		79.000	79.000	100%	18.00000	\$1,422.00

Contract: .0160-0380

Estimate: 9

Page 5 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0002, Anita Water Main

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0585	Channelizing Device, 42 inch, Oper	8120031		0.000 Ea		0.000			0.01000	
0590	Minor Traf Devices	8120170		0.100 LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
0595	Sign, Type A, Temp, Prismatic, Furn	8120340		18.250 Sft		18.250	18.250	100%	6.00000	\$109.50
0600	Sign, Type A, Temp, Prismatic, Oper	8120341		18.250 Sft		18.250	18.250	100%	0.01000	\$0.18
0605	Sign, Type B, Temp, Prismatic, Furn	8120350		115.000 Sft		115.000	115.000	100%	5.00000	\$575.00
0610	Sign, Type B, Temp, Prismatic, Oper	8120351		115.000 Sft		115.000	115.000	100%	0.01000	\$1.15
0615	Sign, Type B, Temp, Prismatic, Special, Furn	8120352		12.000 Sft		12.000	12.000	100%	8.00000	\$96.00
0620	Sign, Type B, Temp, Prismatic, Special, Oper	8120353		12.000 Sft		12.000	12.000	100%	0.01000	\$0.12
0625	Traf Regulator Control	8120370		0.100 LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
0630	_ Pedestrian Type II Barricade, Temp	8127050		0.000 Ea		0.000			150.00000	
0635	Sodding	8160055		1,300.430 Syd		1,300.430	1,300.430	100%	2.50000	\$3,251.08
0640	Topsoil Surface, Furn, 3 inch	8160061		1,300.430 Syd		1,300.430	1,300.430	100%	3.50000	\$4,551.51
0645	Water, Sodding/Seeding	8160090		0.000 Unit		0.000			20.00000	
0650	Gate Valve, 8 inch	8230062		3.000 Ea		3.000	3.000	100%	2,000.00000	\$6,000.00
0655	Gate Well, Abandon	8230075		1.000 Ea		1.000	1.000	100%	400.00000	\$400.00
0660	Water Main, 6 inch, Cut and Plug	8230131		2.000 Ea		2.000	2.000	100%	500.00000	\$1,000.00
0665	Water Main, 8 inch, Cut and Plug	8230132		0.000 Ea		0.000			600.00000	
0670	Water Main, DI, 6 inch, Tr Det G	8230151		0.000 Ft		0.000			90.00000	
0675	Water Main, DI, 8 inch, Tr Det G	8230156		1,954.500 Ft		1,954.500	1,954.500	100%	95.00000	\$185,677.50
0680	Gate Well, 60 inch dia	8230360		3.000 Ea		3.000	3.000	100%	1,300.00000	\$3,900.00
0685	_ Irrigation Pipe	8237001		248.000 Ft		248.000	248.000	100%	1.50000	\$372.00
0690	_ 3/4 inch to 1 inch Long Side Water Service Transfer	8237050		42.000 Ea		42.000	42.000	100%	600.00000	\$25,200.00
0695	_ 3/4 inch to 1 inch Short Side Water Service Transfer	8237050		43.000 Ea		43.000	43.000	100%	700.00000	\$30,100.00
0700	_ Fire Hydrant Assembly	8237050		4.000 Ea		4.000	4.000	100%	4,500.00000	\$18,000.00
0705	_ Hydrant, Rem	8237050		3.000 Ea		3.000	3.000	100%	400.00000	\$1,200.00
0710	_ Sprinkler Head	8237050		31.000 Ea		31.000	31.000	100%	40.00000	\$1,240.00
0715	_ Sprinkler Head, Adj	8237050		0.000 Ea		0.000			15.00000	

Contract: .0160-0380

Estimate: 9

Page 6 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0002, Anita Water Main

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0720	_ Water Main Connection, 4 inch	8237050		1.000 Ea		1.000	1.000	100%	2,000.00000	\$2,000.00
0725	_ Water Main Connection, 6 inch	8237050		1.000 Ea		1.000	1.000	100%	3,000.00000	\$3,000.00
0730	_ Water Main Connection, 8 inch	8237050		2.000 Ea		2.000	2.000	100%	4,000.00000	\$8,000.00
0735	_ Water Main, Abandon	8237051		1.000 LS		1.000	1.000	100%	2,500.00000	\$2,500.00
0740	_ Audio Visual Record of Construction Area	8507051		0.100 LS		0.100	0.100	100%	3,000.00000	\$300.00
2815	_ Lead service replacement by open cut	8137001		33.000 Ft		33.000	33.000	100%	33.00000	\$1,089.00
2820	_ Lead service replacement by boring	5027001		483.000 Ft		483.000	483.000	100%	24.00000	\$11,592.00
2825	_ Curb Stop replacement for lead services	5027001		23.000 Ft		23.000	23.000	100%	375.00000	\$8,625.00
2835	_ Sewer lead inspection to verify conditic	8107051		1.000 LS	1.000	1.000	1.000	100%	12,127.50000	\$12,127.50
2840	_ Repair broken sewer lead at 1523 Anita	8197051		1.000 LS	1.000	1.000	1.000	100%	3,600.00000	\$3,600.00

Subtotal for Category 0002: 621241.96

Category: 0003, Brys

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0745	Curb and Gutter, Rem	2040020		0.000 Ft		0.000			16.00000	
0750	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050		0.000 Ea		0.000			56.00000	
0755	Maintenance Gravel	3060020		0.000 Ton		0.000			20.00000	
0760	_ Geosynthetic Paving Fabric	3087011		0.000 Syd		0.000			3.85000	
0765	Dr Structure Cover, Adj, Case 1	4030005		0.000 Ea		0.000			350.00000	
0770	Dr Structure, Adj, Add Depth	4030280		0.000 Ft		0.000			350.00000	
0775	Dr Structure, Temp Lowering	4030390		0.000 Ea		0.000			500.00000	
0780	_ Dr Structure Cover, Catch Basin	4037050		0.000 Ea		0.000			550.00000	
0785	Pavt, Cleaning	5010001		0.000 LS		0.000			5,200.00000	
0790	HMA Surface, Rem	5010005		0.000 Syd		0.000			2.00000	
0795	Joint and Crack, Cleanout	5010015		0.000 Ft		0.000			1.00000	

Contract: .0160-0380

Estimate: 9

Page 7 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0003, Brys

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0800	Pavt Joint and Crack Repr, Det 7	5010020		0.000 Ft		0.000			8.55000	
0805	Hand Patching	5010025		0.000 Ton		0.000			142.00000	
0810	HMA, 5E1	5010056		0.000 Ton		0.000			85.70000	
0815	Cold Milling Conc Pavt	6030014		0.000 Syd		0.000			4.00000	
0820	Lane Tie, Epoxy Anchored	6030030	14.000	Ea		14.000	14.000	100%	4.00000	\$56.00
0825	Pavt Repr, Nonreinf Conc, 8 inch	6030044		0.000 Syd		0.000			60.00000	
0830	Pavt Repr, Rern	6030080		0.000 Syd		0.000			5.20000	
0835	Driveway, Nonreinf Conc, 6 inch	8010005		0.000 Syd		0.000			35.00000	
0840	Curb and Gutter, Conc, Det F1	8020035		0.000 Ft		0.000			18.25000	
0845	Pavt Mrkg, Waterborne, 6 inch, White	8110233		0.000 Ft		0.000			0.95000	
0850	Pavt Mrkg,Waterborne,2nd Appl,6,White	8110253		0.000 Ft		0.000			0.75000	
0855	Rern Curing Compound, for Longit Mrkg, 6"	8110308		0.000 Ft		0.000			1.65000	
0860	Barric,Type III,High Intens,Lighted,Furn	8120022		0.000 Ea		0.000			80.00000	
0865	Barric,Type III,High Intens,Lighted,Oper	8120023		0.000 Ea		0.000			0.01000	
0870	Channelizing Device, 42 inch, Furn	8120030		0.000 Ea		0.000			18.00000	
0875	Channelizing Device, 42 inch, Oper	8120031		0.000 Ea		0.000			0.01000	
0880	Minor Traf Devices	8120170		0.000 LS		0.000			10,000.00000	
0885	Sign, Type A, Temp, Prismatic, Furn	8120340		0.000 Sft		0.000			6.00000	
0890	Sign, Type A, Temp, Prismatic, Oper	8120341		0.000 Sft		0.000			0.01000	
0895	Sign, Type B, Temp, Prismatic, Furn	8120350		0.000 Sft		0.000			5.00000	
0900	Sign, Type B, Temp, Prismatic, Oper	8120351		0.000 Sft		0.000			0.01000	
0905	Sign,TypeB,Temp,Prismatic,Special, Furn	8120352		0.000 Sft		0.000			8.00000	
0910	Sign,TypeB,Temp,Prismatic,Special, Oper	8120353		0.000 Sft		0.000			0.01000	
0915	Traf Regulator Control	8120370		0.000 LS		0.000			10,000.00000	
0920	_ Pedestrian Type II Barricade, Temp	8127050		0.000 Ea		0.000			150.00000	
0925	_ Surface Restoration, Hydroseeding	8167011		0.000 Syd		0.000			9.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0003, Brys

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0930	_ Audio Visual Record of Construction Area	8507051	0.000	LS		0.000			3,000.00000	
<b>Subtotal for Category 0003:</b>										<b>56.00</b>

Category: 0004, Huntington

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0935	Dr Structure, Rem	2030011	2.000	Ea		2.000	2.000	100%	400.00000	\$800.00
0940	Sewer, Rem, Less than 24 inch	2030015	37.000	Ft		37.000	37.000	100%	13.00000	\$481.00
0945	Curb and Gutter, Rem	2040020	291.800	Ft		291.800	291.800	100%	16.00000	\$4,668.80
0950	Pavt, Rem	2040050	428.890	Syd		428.890	428.890	100%	5.20000	\$2,230.23
0955	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	2.000	Ea		2.000	2.000	100%	56.00000	\$112.00
0960	Aggregate Base, 6 inch	3020016	1.000	Syd		1.000	1.000	100%	6.80000	\$6.80
0965	Maintenance Gravel	3060020	25.800	Ton		25.800	25.800	100%	20.00000	\$516.00
0970	_ Geosynthetic Paving Fabric	3087011	1,928.000	Syd		1,928.000	1,928.000	100%	3.85000	\$7,422.80
0975	Sewer, CI IV, 12 inch, Tr Det B	4020987	37.000	Ft		37.000	37.000	100%	65.00000	\$2,405.00
0980	Dr Structure Cover, Adj, Case 1	4030005	1.000	Ea		1.000	1.000	100%	350.00000	\$350.00
0985	Dr Structure, 24 inch dia	4030200	7.000	Ea		7.000	7.000	100%	1,200.00000	\$8,400.00
0990	Dr Structure, 48 inch dia	4030210	1.000	Ea		1.000	1.000	100%	1,650.00000	\$1,650.00
0995	Dr Structure, Temp Lowering	4030390	0.000	Ea		0.000			500.00000	
1000	_ Dr Structure Cover, Catch Basin	4037050	2.000	Ea		2.000	2.000	100%	550.00000	\$1,100.00
1005	_ Dr Structure Trap, 12 inch	4037050	1.000	Ea		1.000	1.000	100%	400.00000	\$400.00
1010	Underdrain, Subgrade, 4 inch	4040071	0.000	Ft		0.000			11.90000	
1015	Pavt, Cleaning	5010001	0.250	LS	0.250	0.250	0.250	100%	5,200.00000	\$1,300.00
1020	HMA Surface, Rem	5010005	1,878.880	Syd		1,878.880	1,878.880	100%	2.00000	\$3,757.76
1025	Joint and Crack, Cleanout	5010015	1,830.000	Ft		1,830.000	1,830.000	100%	1.00000	\$1,830.00
1030	Pavt Joint and Crack Repr, Det 7	5010020	340.200	Ft		340.200	340.200	100%	8.55000	\$2,908.71
1035	Hand Patching	5010025	8.000	Ton		8.000	8.000	100%	142.00000	\$1,136.00

Contract: .0160-0380

Estimate: 9

Page 9 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0004, Huntington

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1040	HMA, 5E1	5010056	276.090	Ton		276.090	276.090	100%	85.70000	\$23,660.91
1045	Conc Pavt w/ Int Curb,Nonreinf,8 inch	6020164	570.620	Syd		570.620	570.620	100%	51.60000	\$29,443.99
1050	Cold Milling Conc Pavt	6030014	35.790	Syd		35.790	35.790	100%	4.00000	\$143.16
1055	Lane Tie, Epoxy Anchored	6030030	351.000	Ea		351.000	351.000	100%	4.00000	\$1,404.00
1060	Pavt Repr, Nonreinf Conc, 8 inch	6030044	8.220	Syd		8.220	8.220	100%	60.00000	\$493.20
1065	Pavt Repr, Rem	6030080	497.580	Syd		497.580	497.580	100%	5.20000	\$2,587.42
1070	Driveway, Nonreinf Conc, 6 inch	8010005	292.580	Syd		292.580	292.580	100%	35.00000	\$10,240.30
1075	Curb and Gutter, Conc, Det F1	8020035	289.600	Ft		289.600	289.600	100%	18.25000	\$5,285.20
1080	Barric,Type III,High Intens,Lighted,Furn	8120022	0.000	Ea		0.000			80.00000	
1085	Barric,Type III,High Intens,Lighted,Oper	8120023	0.000	Ea		0.000			0.01000	
1090	Channelizing Device, 42 inch, Furn	8120030	0.000	Ea		0.000			18.00000	
1095	Channelizing Device, 42 inch, Oper	8120031	0.000	Ea		0.000			0.01000	
1100	Minor Traf Devices	8120170	0.200	LS	0.200	0.200	0.200	100%	10,000.00000	\$2,000.00
1105	Sign, Type A, Temp, Prismatic, Furn	8120340	0.000	Sft		0.000			6.00000	
1110	Sign, Type A, Temp, Prismatic, Oper	8120341	0.000	Sft		0.000			0.01000	
1115	Sign, Type B, Temp, Prismatic, Furn	8120350	0.000	Sft		0.000			5.00000	
1120	Sign, Type B, Temp, Prismatic, Oper	8120351	0.000	Sft		0.000			0.01000	
1125	Sign,TypeB,Temp,Prismatic,Special, Furn	8120352	0.000	Sft		0.000			8.00000	
1130	Sign,TypeB,Temp,Prismatic,Special, Oper	8120353	0.000	Sft		0.000			0.01000	
1135	Traf Regulator Control	8120370	0.200	LS	0.200	0.200	0.200	100%	10,000.00000	\$2,000.00
1140	_ Pedestrian Type II Barricade, Temp	8127050	0.000	Ea		0.000			150.00000	
1145	Sodding	8160055	0.000	Syd		0.000			2.50000	
1150	Topsoil Surface, Furn, 3 inch	8160061	0.000	Syd		0.000			3.50000	
1155	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			20.00000	
1160	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00

Subtotal for Category 0004: 119033.28



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0005, Maple

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1165	Dr Structure, Rem	2030011	4.000	Ea		4.000	4.000	100%	400.00000	\$1,600.00
1170	Sewer, Rem, Less than 24 inch	2030015	80.000	Ft		80.000	80.000	100%	13.00000	\$1,040.00
1175	Pavt, Rem	2040050	1,670.900	Syd		1,670.900	1,670.900	100%	5.20000	\$8,688.68
1180	Sidewalk, Rem	2040055	59.430	Syd		59.430	59.430	100%	9.00000	\$534.87
1185	Excavation, Earth	2050016	5.560	Cyd		5.560	5.560	100%	20.00000	\$111.20
1190	_ Station Grading	2057002	5.000	Sta		5.000	5.000	100%	2,600.00000	\$13,000.00
1195	_ Subgrade Undercutting, Modified	2057021	0.000	Cyd		0.000			45.00000	
1200	_ Subgrade Undercutting, Special	2057021	0.000	Cyd		0.000			50.00000	
1205	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	4.000	Ea		4.000	4.000	100%	56.00000	\$224.00
1210	Aggregate Base, 10 inch	3020026	1,569.460	Syd		1,569.460	1,569.460	100%	11.30000	\$17,734.90
1215	Maintenance Gravel	3060020	0.000	Ton		0.000			20.00000	
1220	_ Geogrid	3087011	1,548.000	Syd		1,548.000	1,548.000	100%	2.10000	\$3,250.80
1225	Sewer, CI IV, 12 inch, Tr Det B	4020987	80.000	Ft		80.000	80.000	100%	65.00000	\$5,200.00
1230	Dr Structure Cover, Adj, Case 1, Modifie	4030004	3.000	Ea		3.000	3.000	100%	350.00000	\$1,050.00
1235	Dr Structure, 24 inch dia	4030200	2.000	Ea		2.000	2.000	100%	1,200.00000	\$2,400.00
1240	Dr Structure, 48 inch dia	4030210	4.000	Ea		4.000	4.000	100%	1,650.00000	\$6,600.00
1245	_ Dr Structure Cover, Catch Basin	4037050	4.000	Ea		4.000	4.000	100%	550.00000	\$2,200.00
1250	_ Dr Structure Trap, 12 inch	4037050	2.000	Ea		2.000	2.000	100%	400.00000	\$800.00
1255	Underdrain, Subgrade, 4 inch	4040071	1,030.000	Ft		1,030.000	1,030.000	100%	11.90000	\$12,257.00
1260	HMA Surface, Rem	5010005	1,175.470	Syd		1,175.470	1,175.470	100%	2.00000	\$2,350.94
1265	Conc Pavt w/ Int Curb, Nonreinf, 8 inch	6020164	1,325.000	Syd		1,325.000	1,325.000	100%	51.60000	\$68,370.00
1270	Joint, Plane-of-Weakness, W	6020211	1,154.600	Ft		1,154.600	1,154.600	100%	1.00000	\$1,154.60
1275	Joint, Expansion, Erg	6030021	100.400	Ft		100.400	100.400	100%	15.00000	\$1,506.00
1280	Driveway, Nonreinf Conc, 6 inch	8010005	218.000	Syd		218.000	218.000	100%	35.00000	\$7,630.00
1285	Detectable Warning Surface	8030010	22.000	Ft		22.000	22.000	100%	29.50000	\$649.00
1290	Sidewalk Ramp, Conc, 4 inch	8030034	416.710	Sft		416.710	416.710	100%	5.00000	\$2,083.55
1295	Sidewalk, Conc, 4 inch	8030044	72.800	Sft		72.800	72.800	100%	5.00000	\$364.00
1300	Sidewalk, Clay Brick Pavers, Rem	8030051	22.800	Sft		22.800	22.800	100%	3.00000	\$68.40
1305	_ Sidewalk Ramp, Conc, 8 inch	8037010	158.570	Sft		158.570	158.570	100%	6.50000	\$1,030.71

Contract: .0160-0380

Estimate: 9

Page 11 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0005, Maple

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1310	_ Sidewalk, Clay Brick Pavers, Salv	8037010	15.200	Sft		15.200	15.200	100%	9.00000	\$136.80
1315	Barric, Type III, High Intens, Lighted, Furn	8120022	0.000	Ea		0.000			80.00000	
1320	Barric, Type III, High Intens, Lighted, Oper	8120023	0.000	Ea		0.000			0.01000	
1325	Minor Traf Devices	8120170	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
1330	Sign, Type B, Temp, Prismatic, Fum	8120350	0.000	Sft		0.000			5.00000	
1335	Sign, Type B, Temp, Prismatic, Oper	8120351	0.000	Sft		0.000			0.01000	
1340	Sign, Type B, Temp, Prismatic, Special, Fum	8120352	0.000	Sft		0.000			8.00000	
1345	Sign, Type B, Temp, Prismatic, Special, Oper	8120353	0.000	Sft		0.000			0.01000	
1350	Traf Regulator Control	8120370	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
1355	Sodding	8160055	301.170	Syd	301.170	301.170	301.170	100%	2.50000	\$752.93
1360	Topsoil Surface, Furn, 3 inch	8160061	301.170	Syd		301.170	301.170	100%	3.50000	\$1,054.10
1365	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			20.00000	
1370	_ Irrigation Pipe	8237001	130.000	Ft		130.000	130.000	100%	1.50000	\$195.00
1375	_ Sprinkler Head	8237050	24.000	Ea		24.000	24.000	100%	40.00000	\$960.00
1380	_ Sprinkler Head, Adj	8237050	4.000	Ea		4.000	4.000	100%	15.00000	\$60.00
1385	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00
2805	Dr Structure, Tap, 12 inch	4030312	2.000	Ea		2.000	2.000	100%	300.00000	\$600.00
2845	_ Maple Lane patch due to MichCon	8037051	1.000	LS	1.000	1.000	1.000	100%	7,000.00000	\$7,000.00
<b>Subtotal for Category 0005:</b>										<b>174957.48</b>

Category: 0006, N. Oxford

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1390	Tree, Rem, 19 inch to 36 inch	2020002	2.000	Ea		2.000	2.000	100%	500.00000	\$1,000.00
1395	Tree, Rem, 37 inch or Larger	2020003	5.000	Ea		5.000	5.000	100%	500.00000	\$2,500.00
1400	Dr Structure, Rem	2030011	8.000	Ea		8.000	8.000	100%	400.00000	\$3,200.00

Contract: .0160-0380

Estimate: 9

Page 12 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0006, N. Oxford

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1405	Sewer, Rem, Less than 24 inch	2030015	16.000	Ft		16.000	16.000	100%	13.00000	\$208.00
1410	Pavl, Rem	2040050	6,354.270	Syd		6,354.270	6,354.270	100%	5.20000	\$33,042.20
1415	Sidewalk, Rem	2040055	42.410	Syd		42.410	42.410	100%	9.00000	\$381.69
1420	Excavation, Earth	2050016	2.950	Cyd		2.950	2.950	100%	20.00000	\$59.00
1425	_ Station Grading	2057002	20.000	Sta		20.000	20.000	100%	2,600.00000	\$52,000.00
1430	_ Subgrade Undercutting, Modified	2057021	59.000	Cyd	59.000	59.000	59.000	100%	45.00000	\$2,655.00
1435	_ Subgrade Undercutting, Special	2057021	0.000	Cyd		0.000			50.00000	
1440	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	0.000	Ea		0.000			56.00000	
1445	Aggregate Base, 6 inch	3020016	6,077.790	Syd		6,077.790	6,077.790	100%	6.80000	\$41,328.97
1450	Maintenance Gravel	3060020	28.770	Ton		28.770	28.770	100%	20.00000	\$575.40
1455	_ Geogrid, Misc.	3087011	0.000	Syd		0.000			2.10000	
1460	Sewer, CI IV, 12 inch, Tr Det B	4020987	110.000	Ft		110.000	110.000	100%	65.00000	\$7,150.00
1465	Sewer Tap, 12 inch	4021204	2.000	Ea		2.000	2.000	100%	300.00000	\$600.00
1470	Sewer Tap, 18 inch	4021206	1.000	Ea		1.000	1.000	100%	400.00000	\$400.00
1475	Sewer Bulkhead, 12 inch	4021230	4.000	Ea		4.000	4.000	100%	200.00000	\$800.00
1480	_ External Structure Wrap, 18 inch	4027050	2.000	Ea		2.000	2.000	100%	450.00000	\$900.00
1485	_ Sewer Bulkhead, 10 inch	4027050	5.000	Ea		5.000	5.000	100%	200.00000	\$1,000.00
1490	Dr Structure Cover, Adj, Case 1, Modifie	4030004	0.000	Ea		0.000			350.00000	
1495	Dr Structure Cover, Adj, Case 2	4030006	6.000	Ea		6.000	6.000	100%	350.00000	\$2,100.00
1500	Dr Structure, 24 inch dia	4030200	4.000	Ea		4.000	4.000	100%	1,200.00000	\$4,800.00
1505	Dr Structure, 48 inch dia	4030210	7.000	Ea		7.000	7.000	100%	1,650.00000	\$11,550.00
1510	Dr Structure, Tap, 12 inch	4030312	2.000	Ea		2.000	2.000	100%	300.00000	\$600.00
1515	_ Dr Structure Cover, Catch Basin	4037050	8.000	Ea		8.000	8.000	100%	550.00000	\$4,400.00
1520	_ Dr Structure Cover, Combined Manhole	4037050	8.000	Ea		8.000	8.000	100%	550.00000	\$4,400.00
1525	_ Dr Structure Trap, 12 inch	4037050	4.000	Ea		4.000	4.000	100%	400.00000	\$1,600.00
1530	Underdrain, Subgrade, 4 inch	4040071	3,984.000	Ft		3,984.000	3,984.000	100%	11.90000	\$47,409.60
1535	HMA Surface, Rem	5010005	5,221.040	Syd		5,221.040	5,221.040	100%	2.00000	\$10,442.08
1540	HMA Approach	5010061	0.000	Ton		0.000			131.00000	

Contract: .0160-0380

Estimate: 9

Page 13 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0006, N. Oxford

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1545	Conc Pavt w/ Int Curb,Nonreinf,8 inch	6020164	5,670.420	Syd		5,670.420	5,670.420	100%	51.60000	\$292,593.67
1550	Joint, Expansion, E2	6020207	50.100	Ft		50.100	50.100	100%	15.00000	\$751.50
1555	Joint, Plane-of-Weakness, W	6020211	5,088.000	Ft		5,088.000	5,088.000	100%	1.00000	\$5,088.00
1560	Pavt Gapping	6020215	0.000	Ft		0.000			10.00000	
1565	Joint, Expansion, Erg	6030021	0.000	Ft		0.000			15.00000	
1570	Driveway, Nonreinf Conc, 6 inch	8010005	769.930	Syd		769.930	769.930	100%	35.00000	\$26,947.55
1575	Detectable Warning Surface	8030010	21.000	Ft		21.000	21.000	100%	29.50000	\$619.50
1580	Sidewalk Ramp, Conc, 4 inch	8030034	305.350	Sft		305.350	305.350	100%	5.00000	\$1,526.75
1585	Sidewalk, Conc, 4 inch	8030044	59.350	Sft		59.350	59.350	100%	5.00000	\$296.75
1590	Sidewalk, Clay Brick Pavers, Rem	8030051	130.300	Sft		130.300	130.300	100%	3.00000	\$390.90
1595	_ Sidewalk Ramp, Conc, 8 inch	8037010	199.120	Sft		199.120	199.120	100%	6.50000	\$1,294.28
1600	_ Sidewalk, Clay Brick Pavers, Salv	8037010	110.000	Sft		110.000	110.000	100%	9.00000	\$990.00
1605	Barric,Type III,High Intens,Lighted,Furn	8120022	8.000	Ea		8.000	8.000	100%	80.00000	\$640.00
1610	Barric,Type III,High Intens,Lighted,Oper	8120023	8.000	Ea		8.000	8.000	100%	0.01000	\$0.08
1615	Channelizing Device, 42 inch, Furn	8120030	39.000	Ea	39.000	39.000	39.000	100%	18.00000	\$702.00
1620	Channelizing Device, 42 inch, Oper	8120031	39.000	Ea	39.000	39.000	39.000	100%	0.01000	\$0.39
1625	Minor Traf Devices	8120170	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
1630	Sign, Type A, Temp, Prismatic, Furn	8120340	24.500	Sft		24.500	24.500	100%	6.00000	\$147.00
1635	Sign, Type A, Temp, Prismatic, Oper	8120341	24.500	Sft		24.500	24.500	100%	0.01000	\$0.25
1640	Sign, Type B, Temp, Prismatic, Furn	8120350	207.500	Sft		207.500	207.500	100%	5.00000	\$1,037.50
1645	Sign, Type B, Temp, Prismatic, Oper	8120351	207.500	Sft		207.500	207.500	100%	0.01000	\$2.08
1650	Sign,TypeB,Temp,Prismatic,Special, Furn	8120352	16.000	Sft		16.000	16.000	100%	8.00000	\$128.00
1655	Sign,TypeB,Temp,Prismatic,Special, Oper	8120353	16.000	Sft		16.000	16.000	100%	0.01000	\$0.16
1660	Traf Regulator Control	8120370	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
1665	_ Pedestrian Type II Barricade, Temp	8127050	0.000	Ea		0.000			150.00000	
1670	_ Proposed Trees	8157050	3.000	Ea	3.000	3.000	3.000	100%	500.00000	\$1,500.00
1675	Sodding	8160055	2,223.400	Syd		2,223.400	2,223.400	100%	2.50000	\$5,558.50
1680	Topsoil Surface, Furn, 3 inch	8160061	2,223.400	Syd		2,223.400	2,223.400	100%	3.50000	\$7,781.90

Contract: .0160-0380

Estimate: 9

Page 14 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0006, N. Oxford

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1685	Water, Sodding/Seeding	8160090	162.000	Unit	162.000	162.000	162.000	100%	20.00000	\$3,240.00
1690	_ Irrigation Pipe	8237001	1,234.000	Ft		1,234.000	1,234.000	100%	1.50000	\$1,851.00
1695	_ Sprinkler Head	8237050	117.000	Ea		117.000	117.000	100%	40.00000	\$4,680.00
1700	_ Sprinkler Head, Adj	8237050	7.000	Ea		7.000	7.000	100%	15.00000	\$105.00
1705	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00
<b>Subtotal for Category 0006:</b>										<b>595274.70</b>

Category: 0007, Oxford

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1710	Dr Structure, Rem	2030011	4.000	Ea		4.000	4.000	100%	400.00000	\$1,600.00
1715	Sewer, Rem, Less than 24 inch	2030015	33.000	Ft		33.000	33.000	100%	13.00000	\$429.00
1720	Pavt, Rem	2040050	3,224.580	Syd		3,224.580	3,224.580	100%	5.20000	\$16,767.82
1725	_ Station Grading	2057002	9.000	Sta		9.000	9.000	100%	2,600.00000	\$23,400.00
1730	_ Subgrade Undercutting, Modified	2057021	84.450	Cyd		84.450	84.450	100%	45.00000	\$3,800.25
1735	_ Subgrade Undercutting, Special	2057021	0.000	Cyd		0.000			50.00000	
1740	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	4.000	Ea		4.000	4.000	100%	56.00000	\$224.00
1745	Aggregate Base, 6 inch	3020016	2,986.670	Syd		2,986.670	2,986.670	100%	6.80000	\$20,309.36
1750	Maintenance Gravel	3060020	0.000	Ton		0.000			20.00000	
1755	_ Geogrid, Misc.	3087011	0.000	Syd		0.000			2.10000	
1760	Sewer, CI IV, 12 inch, Tr Det B	4020987	31.000	Ft		31.000	31.000	100%	65.00000	\$2,015.00
1765	Sewer Tap, 12 inch	4021204	1.000	Ea		1.000	1.000	100%	300.00000	\$300.00
1770	Dr Structure Cover, Adj, Case 1, Modifie	4030004	2.000	Ea		2.000	2.000	100%	350.00000	\$700.00
1775	Dr Structure, 24 inch dia	4030200	3.000	Ea		3.000	3.000	100%	1,200.00000	\$3,600.00
1780	Dr Structure, 48 inch dia	4030210	2.000	Ea		2.000	2.000	100%	1,650.00000	\$3,300.00
1785	_ Dr Structure Cover, Catch Basin	4037050	4.000	Ea		4.000	4.000	100%	550.00000	\$2,200.00
1790	_ Dr Structure Cover, Storm Manhole	4037050	1.000	Ea		1.000	1.000	100%	550.00000	\$550.00

Contract: .0160-0380

Estimate: 9

Page 15 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0007, Oxford

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1795	_ Dr Structure Trap, 12 inch	4037050	1.000	Ea		1.000	1.000	100%	400.00000	\$400.00
1800	Underdrain, Subgrade, 4 inch	4040071	1,831.000	Ft		1,831.000	1,831.000	100%	11.90000	\$21,788.90
1805	HMA Surface, Rem	5010005	2,611.680	Syd		2,611.680	2,611.680	100%	2.00000	\$5,223.36
1810	Conc Pavt w/ Int Curb,Nonreinf,8 inch	6020164	2,795.760	Syd		2,795.760	2,795.760	100%	51.60000	\$144,261.21
1815	Joint, Expansion, E2	6020207	51.200	Ft		51.200	51.200	100%	15.00000	\$768.00
1820	Joint, Plane-of-Weakness, W	6020211	2,108.000	Ft		2,108.000	2,108.000	100%	1.00000	\$2,108.00
1825	Driveway, Nonreinf Conc, 6 inch	8010005	408.900	Syd		408.900	408.900	100%	35.00000	\$14,311.50
1830	Driveway, Nonreinf Conc, 8 inch	8010007	62.090	Syd		62.090	62.090	100%	43.00000	\$2,669.87
1835	Sidewalk, Clay Brick Pavers, Rem	8030051	0.000	Sft		0.000			3.00000	
1840	_ Sidewalk, Clay Brick Pavers, Salv	8037010	0.000	Sft		0.000			9.00000	
1845	Pavt Mrkg, Waterborne, 6 inch, White	8110233	0.000	Ft		0.000			0.95000	
1850	Pavt Mrkg,Waterborne,2nd Appl,6,White	8110253	0.000	Ft		0.000			0.75000	
1855	Rem Curing Compound, for Longit Mrkg, 6"	8110308	0.000	Ft		0.000			1.65000	
1860	Barric,Type III,High Intens,Lighted,Furn	8120022	3.000	Ea		3.000	3.000	100%	80.00000	\$240.00
1865	Barric,Type III,High Intens,Lighted,Oper	8120023	3.000	Ea		3.000	3.000	100%	0.01000	\$0.03
1870	Channelizing Device, 42 inch, Furn	8120030	35.000	Ea		35.000	35.000	100%	18.00000	\$630.00
1875	Channelizing Device, 42 inch, Oper	8120031	35.000	Ea		35.000	35.000	100%	0.01000	\$0.35
1880	Minor Traf Devices	8120170	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
1885	Sign, Type A, Temp, Prismatic, Furn	8120340	14.250	Sft		14.250	14.250	100%	6.00000	\$85.50
1890	Sign, Type A, Temp, Prismatic, Oper	8120341	14.250	Sft		14.250	14.250	100%	0.01000	\$0.14
1895	Sign, Type B, Temp, Prismatic, Furn	8120350	211.500	Sft		211.500	211.500	100%	5.00000	\$1,057.50
1900	Sign, Type B, Temp, Prismatic, Oper	8120351	211.500	Sft		211.500	211.500	100%	0.01000	\$2.12
1905	Sign,TypeB,Temp,Prismatic,Special, Furn	8120352	40.000	Sft		40.000	40.000	100%	8.00000	\$320.00
1910	Sign,TypeB,Temp,Prismatic,Special, Oper	8120353	40.000	Sft		40.000	40.000	100%	0.01000	\$0.40
1915	Traf Regulator Control	8120370	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
1920	_ Pedestrian Type II Barricade, Temp	8127050	0.000	Ea		0.000			150.00000	
1925	Sodding	8160055	864.920	Syd		864.920	864.920	100%	2.50000	\$2,162.30
1930	Topsoil Surface, Furn, 3 inch	8160061	864.920	Syd		864.920	864.920	100%	3.50000	\$3,027.22

Contract: .0160-0380

Estimate: 9

Page 16 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0007, Oxford

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1935	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			20.00000	
1940	_ Irrigation Pipe	8237001	32.000	Ft		32.000	32.000	100%	1.50000	\$48.00
1945	_ Sprinkler Head	8237050	6.000	Ea		6.000	6.000	100%	40.00000	\$240.00
1950	_ Sprinkler Head, Adj	8237050	9.000	Ea		9.000	9.000	100%	15.00000	\$135.00
1955	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00

Subtotal for Category 0007: 280974.83

Category: 0008, S. Renaud

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1960	Dr Structure, Rem	2030011	3.000	Ea		3.000	3.000	100%	400.00000	\$1,200.00
1965	Sewer, Rem, Less than 24 inch	2030015	88.000	Ft		88.000	88.000	100%	13.00000	\$1,144.00
1970	Curb and Gutter, Rem	2040020	696.400	Ft		696.400	696.400	100%	16.00000	\$11,142.40
1975	Pavt, Rem	2040050	500.370	Syd		500.370	500.370	100%	5.20000	\$2,601.92
1980	Sidewalk, Rem	2040055	46.780	Syd		46.780	46.780	100%	9.00000	\$421.02
1985	_ Station Grading	2057002	1.000	Sta		1.000	1.000	100%	2,600.00000	\$2,600.00
1990	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	0.000	Ea		0.000			56.00000	
1995	Aggregate Base, 6 inch	3020016	523.930	Syd		523.930	523.930	100%	6.80000	\$3,562.72
2000	Maintenance Gravel	3060020	27.290	Ton		27.290	27.290	100%	20.00000	\$545.80
2005	_ Geosynthetic Paving Fabric	3087011	5,154.000	Syd		5,154.000	5,154.000	100%	3.85000	\$19,842.90
2010	Sewer, CI IV, 12 inch, Tr Det B	4020987	88.000	Ft		88.000	88.000	100%	65.00000	\$5,720.00
2015	_ External Structure Wrap, 18 inch	4027050	0.000	Ea		0.000			450.00000	
2020	Dr Structure Cover, Adj, Case 1	4030005	10.000	Ea		10.000	10.000	100%	350.00000	\$3,500.00
2025	Dr Structure, 24 inch dia	4030200	1.000	Ea		1.000	1.000	100%	1,200.00000	\$1,200.00
2030	Dr Structure, 48 inch dia	4030210	2.000	Ea		2.000	2.000	100%	1,650.00000	\$3,300.00
2035	Dr Structure, Tap, 12 inch	4030312	2.000	Ea		2.000	2.000	100%	300.00000	\$600.00
2040	Dr Structure, Temp Lowering	4030390	0.000	Ea		0.000			500.00000	

Contract: .0160-0380

Estimate: 9

Page 17 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0008, S. Renaud

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2045	_ Dr Structure Cover, Catch Basin	4037050	7.000	Ea		7.000	7.000	100%	550.00000	\$3,850.00
2050	_ Dr Structure Cover, Combined Manhole	4037050	7.000	Ea		7.000	7.000	100%	550.00000	\$3,850.00
2055	Underdrain, Subgrade, 4 inch	4040071	212.000	Ft		212.000	212.000	100%	11.90000	\$2,522.80
2060	Pavt, Cleaning	5010001	0.750	LS	0.750	0.750	0.750	100%	5,200.00000	\$3,900.00
2065	HMA Surface, Rem	5010005	4,760.000	Syd		4,760.000	4,760.000	100%	2.00000	\$9,520.00
2070	Joint and Crack, Cleanout	5010015	5,022.500	Ft		5,022.500	5,022.500	100%	1.00000	\$5,022.50
2075	Pavt Joint and Crack Repr, Det 7	5010020	1,435.500	Ft		1,435.500	1,435.500	100%	8.55000	\$12,273.53
2080	Hand Patching	5010025	19.110	Ton		19.110	19.110	100%	142.00000	\$2,713.62
2085	HMA, 5E1	5010056	791.900	Ton		791.900	791.900	100%	85.70000	\$67,865.83
2090	Conc Pavt w/ Int Curb,Nonreinf,8 inch	6020164	1,725.440	Syd		1,725.440	1,725.440	100%	51.60000	\$89,032.71
2095	Joint, Plane-of-Weakness, W	6020211	525.700	Ft		525.700	525.700	100%	1.00000	\$525.70
2100	Cold Milling Conc Pavt	6030014	400.000	Syd		400.000	400.000	100%	4.00000	\$1,600.00
2105	Joint, Expansion, Erg	6030021	86.000	Ft		86.000	86.000	100%	15.00000	\$1,290.00
2110	Lane Tie, Epoxy Anchored	6030030	858.000	Ea		858.000	858.000	100%	4.00000	\$3,432.00
2115	Pavt Repr, Nonreinf Conc, 8 inch	6030044	33.610	Syd		33.610	33.610	100%	60.00000	\$2,016.60
2120	Pavt Repr, Rem	6030080	1,868.760	Syd		1,868.760	1,868.760	100%	5.20000	\$9,717.55
2125	Driveway, Nonreinf Conc, 6 inch	8010005	532.060	Syd		532.060	532.060	100%	35.00000	\$18,622.10
2130	Curb and Gutter, Conc, Det F1	8020035	768.000	Ft	192.000	768.000	768.000	100%	18.25000	\$14,016.00
2135	Sidewalk Ramp, Conc, 4 inch	8030034	332.770	Sft		332.770	332.770	100%	5.00000	\$1,663.85
2140	_ Sidewalk Ramp, Conc, 8 inch	8037010	96.750	Sft		96.750	96.750	100%	6.50000	\$628.88
2145	Barric, Type III, High Intens, Lighted, Furn	8120022	6.000	Ea		6.000	6.000	100%	80.00000	\$480.00
2150	Barric, Type III, High Intens, Lighted, Oper	8120023	0.000	Ea		0.000			0.01000	
2155	Channelizing Device, 42 inch, Furn	8120030	38.000	Ea	38.000	38.000	38.000	100%	18.00000	\$684.00
2160	Channelizing Device, 42 inch, Oper	8120031	38.000	Ea	38.000	38.000	38.000	100%	0.01000	\$0.38
2165	Minor Traf Devices	8120170	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
2170	Sign, Type A, Temp, Prismatic, Furn	8120340	0.000	Sft		0.000			6.00000	
2175	Sign, Type A, Temp, Prismatic, Oper	8120341	0.000	Sft		0.000			0.01000	
2180	Sign, Type B, Temp, Prismatic, Furn	8120350	324.500	Sft		324.500	324.500	100%	5.00000	\$1,622.50
2185	Sign, Type B, Temp, Prismatic, Oper	8120351	0.000	Sft		0.000			0.01000	

Contract: .0160-0380

Estimate: 9

Page 18 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0008, S. Renaud

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2190	Sign, TypeB, Temp, Prismatic, Special, Furn	8120352	84.000	Sft		84.000	84.000	100%	8.00000	\$672.00
2195	Sign, TypeB, Temp, Prismatic, Special, Oper	8120353	0.000	Sft		0.000			0.01000	
2200	Traf Regulator Control	8120370	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
2205	_ Pedestrian Type II Barricade, Temp	8127050	0.000	Ea		0.000			150.00000	
2210	Sodding	8160055	0.000	Syd		0.000			2.50000	
2215	Topsail Surface, Furn, 3 inch	8160061	0.000	Syd		0.000			3.50000	
2220	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			20.00000	
2225	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00
2810	_ Dr Structure Trap, 12"	8207050	1.000	Ea		1.000	1.000	100%	400.00000	\$400.00
<b>Subtotal for Category 0008:</b>										<b>317603.31</b>

Category: 0009, Stanhope

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2230	Dr Structure, Rem	2030011	10.000	Ea		10.000	10.000	100%	400.00000	\$4,000.00
2235	Sewer, Rem, Less than 24 inch	2030015	105.000	Ft		105.000	105.000	100%	13.00000	\$1,365.00
2240	Pavt, Rem	2040050	7,732.880	Syd		7,732.880	7,732.880	100%	5.20000	\$40,210.98
2245	Sidewalk, Rem	2040055	183.200	Syd		183.200	183.200	100%	9.00000	\$1,648.80
2250	Exploratory Investigation, Vertical	2040080	0.000	Ft		0.000			50.00000	
2255	Excavation, Earth	2050016	0.000	Cyd		0.000			20.00000	
2260	_ Station Grading	2057002	21.000	Sta		21.000	21.000	100%	2,600.00000	\$54,600.00
2265	_ Subgrade Undercutting, Modified	2057021	73.470	Cyd		73.470	73.470	100%	45.00000	\$3,306.15
2270	_ Subgrade Undercutting, Special	2057021	0.000	Cyd		0.000			50.00000	
2275	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	9.000	Ea		9.000	9.000	100%	56.00000	\$504.00
2280	Aggregate Base, 6 inch	3020016	6,871.720	Syd		6,871.720	6,871.720	100%	6.80000	\$46,727.70
2285	Maintenance Gravel	3060020	136.900	Ton		136.900	136.900	100%	20.00000	\$2,738.00

Contract: .0160-0380

Estimate: 9

Page 19 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0009, Stanhope

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2290	_ Geogrid, Misc.	3087011	0.000	Syd		0.000			2.10000	
2295	Sewer, CI IV, 12 inch, Tr Det B	4020987	271.300	Ft		271.300	271.300	100%	65.00000	\$17,634.50
2300	Sewer, CI IV, 18 inch, Tr Det B	4020989	62.000	Ft		62.000	62.000	100%	75.00000	\$4,650.00
2305	_ External Structure Wrap, 18 inch	4027050	11.000	Ea		11.000	11.000	100%	450.00000	\$4,950.00
2310	_ Sewer Bulkhead, 8 inch	4027050	7.000	Ea		7.000	7.000	100%	200.00000	\$1,400.00
2315	Dr Structure Cover, Adj, Case 1, Modifie	4030004	4.000	Ea		4.000	4.000	100%	350.00000	\$1,400.00
2320	Dr Structure Cover, Adj, Case 2	4030006	1.000	Ea		1.000	1.000	100%	350.00000	\$350.00
2325	Dr Structure, 24 inch dia	4030200	6.000	Ea		6.000	6.000	100%	1,200.00000	\$7,200.00
2330	Dr Structure, 48 inch dia	4030210	5.000	Ea		5.000	5.000	100%	1,650.00000	\$8,250.00
2335	Dr Structure, Tap, 4 inch	4030304	1.000	Ea		1.000	1.000	100%	200.00000	\$200.00
2340	Dr Structure, Tap, 12 inch	4030312	2.000	Ea		2.000	2.000	100%	300.00000	\$600.00
2345	_ Dr Structure Cover, Catch Basin	4037050	10.000	Ea		10.000	10.000	100%	550.00000	\$5,500.00
2350	_ Dr Structure Cover, Combined Manhole	4037050	0.000	Ea		0.000			550.00000	
2355	_ Dr Structure Cover, Storm Manhole	4037050	3.000	Ea		3.000	3.000	100%	550.00000	\$1,650.00
2360	_ Dr Structure Trap, 12 inch	4037050	1.000	Ea		1.000	1.000	100%	400.00000	\$400.00
2365	_ Dr Structure Trap, 8 inch	4037050	1.000	Ea		1.000	1.000	100%	300.00000	\$300.00
2370	_ Gate Well Cover	4037050	0.000	Ea		0.000			550.00000	
2375	_ Gate Well Cover, Adj, Add Depth	4037050	0.500	Ea		0.500	0.500	100%	350.00000	\$175.00
2380	_ Gate Well Cover, Adj, Case 1	4037050	2.000	Ea		2.000	2.000	100%	350.00000	\$700.00
2385	Underdrain, Subgrade, 4 inch	4040071	4,242.000	Ft		4,242.000	4,242.000	100%	11.90000	\$50,479.80
2390	HMA Surface, Rem	5010005	4,551.630	Syd		4,551.630	4,551.630	100%	2.00000	\$9,103.26
2395	Conc Pavt w/ Int Curb,Nonreinf,8 inch	6020164	6,189.540	Syd		6,189.540	6,189.540	100%	51.60000	\$319,380.26
2400	Joint, Expansion, E2	6020207	128.900	Ft		128.900	128.900	100%	15.00000	\$1,933.50
2405	Joint, Plane-of-Weakness, W	6020211	5,356.500	Ft		5,356.500	5,356.500	100%	1.00000	\$5,356.50
2410	Pavt Gapping	6020215	0.000	Ft		0.000			10.00000	
2415	Joint, Expansion, Erg	6030021	100.800	Ft		100.800	100.800	100%	15.00000	\$1,512.00
2420	Driveway, Nonreinf Conc, 6 inch	8010005	1,552.270	Syd		1,552.270	1,552.270	100%	35.00000	\$54,329.45
2425	Driveway, Nonreinf Conc, 8 inch	8010007	85.820	Syd		85.820	85.820	100%	43.00000	\$3,690.26
2430	Detectable Warning Surface	8030010	68.000	Ft		68.000	68.000	100%	29.50000	\$2,006.00

Contract: .0160-0380

Estimate: 9

Page 20 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0009, Stanhope

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2435	Sidewalk Ramp, Conc, 4 inch	8030034	1,526.230	Sft		1,526.230	1,526.230	100%	5.00000	\$7,631.15
2440	_ Sidewalk Ramp, Conc, 8 inch	8037010	440.690	Sft		440.690	440.690	100%	6.50000	\$2,864.49
2445	Pavt Mrkg, Waterborne, 6 inch, White	8110233	0.000	Ft		0.000			0.95000	
2450	Pavt Mrkg, Waterborne, 2nd Appl, 6, White	8110253	0.000	Ft		0.000			0.75000	
2455	Rem Curing Compound, for Longit Mrkg, 6"	8110308	0.000	Ft		0.000			1.65000	
2460	Barric, Type III, High Intens, Lighted, Furn	8120022	11.000	Ea		11.000	11.000	100%	80.00000	\$880.00
2465	Barric, Type III, High Intens, Lighted, Oper	8120023	11.000	Ea		11.000	11.000	100%	0.01000	\$0.11
2470	Channelizing Device, 42 inch, Furn	8120030	45.000	Ea		45.000	45.000	100%	18.00000	\$810.00
2475	Channelizing Device, 42 inch, Oper	8120031	45.000	Ea		45.000	45.000	100%	0.01000	\$0.45
2480	Minor Traf Devices	8120170	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
2485	Sign, Type A, Temp, Prismatic, Furn	8120340	24.500	Sft		24.500	24.500	100%	6.00000	\$147.00
2490	Sign, Type A, Temp, Prismatic, Oper	8120341	24.500	Sft		24.500	24.500	100%	0.01000	\$0.25
2495	Sign, Type B, Temp, Prismatic, Furn	8120350	378.500	Sft	170.000	378.500	378.500	100%	5.00000	\$1,892.50
2500	Sign, Type B, Temp, Prismatic, Oper	8120351	378.500	Sft	170.000	378.500	378.500	100%	0.01000	\$3.79
2505	Sign, Type B, Temp, Prismatic, Special, Furn	8120352	40.000	Sft		40.000	40.000	100%	8.00000	\$320.00
2510	Sign, Type B, Temp, Prismatic, Special, Oper	8120353	40.000	Sft		40.000	40.000	100%	0.01000	\$0.40
2515	Traf Regulator Control	8120370	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
2520	_ Pedestrian Type II Barricade, Temp	8127050	0.000	Ea		0.000			150.00000	
2525	Sodding	8160055	4,063.350	Syd		4,063.350	4,063.350	100%	2.50000	\$10,158.38
2530	Topsoil Surface, Furn, 3 inch	8160061	4,091.220	Syd		4,091.220	4,091.220	100%	3.50000	\$14,319.27
2535	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			20.00000	
2540	_ Irrigation Pipe	8237001	485.000	Ft		485.000	485.000	100%	1.50000	\$727.50
2545	_ Sprinkler Head	8237050	88.000	Ea		88.000	88.000	100%	40.00000	\$3,520.00
2550	_ Sprinkler Head, Adj	8237050	7.000	Ea		7.000	7.000	100%	15.00000	\$105.00
2555	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00

Subtotal for Category 0009: 703931.45



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0010, Wedgewood

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2560	Dr Structure, Rem	2030011	2.000	Ea		2.000	2.000	100%	400.00000	\$800.00
2565	Sewer, Rem, Less than 24 inch	2030015	66.000	Ft		66.000	66.000	100%	13.00000	\$858.00
2570	Fence, Rem	2040025	18.000	Ft		18.000	18.000	100%	20.00000	\$360.00
2575	Guardrail, Rem	2040035	16.200	Ft		16.200	16.200	100%	20.00000	\$324.00
2580	Pavt, Rem	2040050	1,649.260	Syd		1,649.260	1,649.260	100%	5.20000	\$8,576.15
2585	_ Fence, Salv	2047001	18.000	Ft		18.000	18.000	100%	20.00000	\$360.00
2590	_ Station Grading	2057002	6.000	Sta		6.000	6.000	100%	2,600.00000	\$15,600.00
2595	_ Subgrade Undercutting, Modified	2057021	0.000	Cyd		0.000			45.00000	
2600	_ Subgrade Undercutting, Special	2057021	0.000	Cyd		0.000			50.00000	
2605	_ Erosion Control, Inlet Protection, Drop-In Filter	2087050	2.000	Ea		2.000	2.000	100%	56.00000	\$112.00
2610	Aggregate Base, 10 inch	3020026	1,572.000	Syd		1,572.000	1,572.000	100%	11.30000	\$17,763.60
2615	Maintenance Gravel	3060020	0.000	Ton		0.000			20.00000	
2620	_ Geogrid	3087011	1,513.780	Syd		1,513.780	1,513.780	100%	2.10000	\$3,178.94
2625	Sewer, CI IV, 12 inch, Tr Det B	4020987	66.000	Ft		66.000	66.000	100%	65.00000	\$4,290.00
2630	_ External Structure Wrap, 18 inch	4027050	5.000	Ea		5.000	5.000	100%	450.00000	\$2,250.00
2635	_ Sewer Bulkhead, 10 inch	4027050	0.000	Ea		0.000			200.00000	
2640	_ Sewer Bulkhead, 8 inch	4027050	0.000	Ea		0.000			200.00000	
2645	Dr Structure Cover, Adj, Case 1, Modifie	4030004	3.000	Ea		3.000	3.000	100%	350.00000	\$1,050.00
2650	Dr Structure, 24 inch dia	4030200	0.000	Ea		0.000			1,200.00000	
2655	Dr Structure, Adj, Add Depth	4030280	1.000	Ft		1.000	1.000	100%	350.00000	\$350.00
2660	Dr Structure, Tap, 12 inch	4030312	2.000	Ea		2.000	2.000	100%	300.00000	\$600.00
2665	_ Dr Structure Cover, Catch Basin	4037050	2.000	Ea		2.000	2.000	100%	550.00000	\$1,100.00
2670	_ Dr Structure Cover, Combined Manhole	4037050	2.000	Ea		2.000	2.000	100%	550.00000	\$1,100.00
2675	_ Dr Structure Trap, 12 inch	4037050	2.000	Ea		2.000	2.000	100%	400.00000	\$800.00
2680	Underdrain, Subgrade, 4 inch	4040071	967.000	Ft		967.000	967.000	100%	11.90000	\$11,507.30
2685	HMA Surface, Rem	5010005	1,397.330	Syd		1,397.330	1,397.330	100%	2.00000	\$2,794.66
2690	Conc Pavt w/ Int Curb, Nonreinf, 8 inch	6020164	1,564.800	Syd		1,564.800	1,564.800	100%	51.60000	\$80,743.68
2695	Joint, Plane-of-Weakness, W	6020211	628.600	Ft		628.600	628.600	100%	1.00000	\$628.60

Contract: .0160-0380

Estimate: 9

Page 22 of 23



# Construction Pay Estimate Amount Balance Report

Estimate: 9

8/20/2018 4:11 PM

Anderson Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0380, 2017 Concrete Pavement Repair Program

Category: 0010, Wedgewood

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
2700	Joint, Expansion, Erg	6030021	100.400	Ft		100.400	100.400	100%	15.00000	\$1,506.00
2705	Driveway, Nonreinf Conc, 6 inch	8010005	216.980	Syd		216.980	216.980	100%	35.00000	\$7,594.30
2710	Guardrail, Reconst, Type A	8070104	0.000	Ft		0.000			100.00000	
2715	Barric, Type III, High Intens, Lighted, Furn	8120022	2.000	Ea		2.000	2.000	100%	80.00000	\$160.00
2720	Barric, Type III, High Intens, Lighted, Oper	8120023	2.000	Ea		2.000	2.000	100%	0.01000	\$0.02
2725	Minor Traf Devices	8120170	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
2730	Sign, Type B, Temp, Prismatic, Furn	8120350	10.000	Sft		10.000	10.000	100%	5.00000	\$50.00
2735	Sign, Type B, Temp, Prismatic, Oper	8120351	10.000	Sft		10.000	10.000	100%	0.01000	\$0.10
2740	Sign, Type B, Temp, Prismatic, Special, Furn	8120352	0.000	Sft		0.000			8.00000	
2745	Sign, Type B, Temp, Prismatic, Special, Oper	8120353	0.000	Sft		0.000			0.01000	
2750	Traf Regulator Control	8120370	0.100	LS	0.100	0.100	0.100	100%	10,000.00000	\$1,000.00
2755	Sodding	8160055	609.770	Syd	609.770	609.770	609.770	100%	2.50000	\$1,524.43
2760	Topsoil Surface, Furn, 3 inch	8160061	609.770	Syd		609.770	609.770	100%	3.50000	\$2,134.20
2765	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			20.00000	
2770	_ Irrigation Pipe	8237001	108.000	Ft		108.000	108.000	100%	1.50000	\$162.00
2775	_ Sprinkler Head	8237050	13.000	Ea		13.000	13.000	100%	40.00000	\$520.00
2780	_ Sprinkler Head, Adj	8237050	7.000	Ea		7.000	7.000	100%	15.00000	\$105.00
2785	_ Audio Visual Record of Construction Area	8507051	0.100	LS		0.100	0.100	100%	3,000.00000	\$300.00

Subtotal for Category 0010: 171202.98

Subtotal for Project 0160-0380: 3411055.26

Percentage of Contract Completed(curr): 100%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$66,359.60

Total Amount Earned To Date: \$3,411,055.26



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**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road 586.726.1234  
Shelby Township, MI 48315 www.aewinc.com

13F

August 16, 2018

RECEIVED  
AUG 21 2018  
CITY OF GROSSE POINTE WOODS

Cathy Behrens  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

PO # 18-44619

City Hall Lot	\$59,807.80	401-902-977.101
Jackson Lot	\$29,960.65	585-561-979.000
Bramcaster Lot	\$20,846.10	585-561-979.000
Less Retainage (\$11,061.46)		
Total Due	\$99,553.09	

Reference: Parking Lot Improvements  
City of Grosse Pointe Woods  
AEW Project No. 0160-0396

*C. Behrens*  
FS. *[Signature]*

Dear Ms. Behrens:

Enclosed please find Construction **Pay Estimate No. 1** for the above referenced project. For work performed through August 12, 2018 we recommend issuing payment for the **Net Earnings this Period (see Page 3)** in the amount of **\$99,553.09** to S & J Asphalt Co., 39571 Michigan Ave., Canton, MI., 48188

If you have questions or require additional information, please contact our office.

Sincerely,

*[Signature]*

Juli Sala, PE, LEED AP BD+C  
Project Manager

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
S & J Asphalt Co.



# Construction Pay Estimate Report

Anderson, Eckstein & Westrick, Inc.

8/16/2018 1:19 PM

FieldManager 5.3b

**Contract: .0160-0396, Parking Lots Improvements**

<b>Estimate No.</b> 1	<b>Estimate Date</b> 8/12/2018	<b>Entered By</b> William WW Wines	<b>Estimate Type</b> SM	<b>Managing Office</b> Anderson, Eckstein & Westrick, Inc.
<b>All Contract Work Completed</b>	<b>Construction Started Date</b>	<b>Prime Contractor</b> S&J Asphalt Paving Co 39571 Michigan Ave. Canton MI 48188		
<b>Comments</b> Current Contract Amount: \$488,155.00 % Complete: 23%				

## Item Usage Summary

Project: 0160-0396, Parking Lots Improvements

Category: 0001, City Hall

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Bonds, Insurance & Mobilization Expense- 3% Max	LS	1027051	0005	0005	00	000	1.000	7,000.00	\$7,000.00
_ Traffic Control and Maintenance Pavt, Rem	LS	1027051	0010	0010	00	000	0.500	1,000.00	\$500.00
Sidewalk, Rem	Syd	2040050	0020	0020	00	000	2,365.000	5.00	\$11,825.00
Subgrade Undercutting, Type III	Syd	2040055	0025	0025	00	000	9.400	30.00	\$282.00
Ero Con, Inlet Protection, Fabric Drop	Cyd	2050042	0030	0030	00	000	64.900	90.00	\$5,841.00
Erosion Control, Silt Fence	Ea	2080020	0040	0040	00	000	9.000	200.00	\$1,800.00
Aggregate Base, 6 inch	Ft	2080036	0045	0045	00	000	803.000	3.50	\$2,810.50
Aggregate Base, 8 inch	Syd	3020016	0050	0050	00	000	50.000	10.50	\$525.00
Dr Structure, 48 inch dia	Syd	3020020	0055	0055	00	000	670.400	14.50	\$9,720.80
Conc Pavt, Nonreinf, 8 inch	Ea	4030210	0060	0060	00	000	1.000	4,000.00	\$4,000.00
Curb and Gutter, Conc, Det F2	Syd	6020104	0080	0080	00	000	27.000	75.00	\$2,025.00
_ Sign, Rem, Salv, Relocate	Ft	8020036	0085	0085	00	000	315.100	35.00	\$11,028.50
	Ea	8107050	0095	0095	00	000	7.000	350.00	\$2,450.00
<b>Subtotal for Category 0001:</b>									<b>\$59,807.80</b>

Category: 0003, Jackson

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Bond, Insurance and Intial Setup Expense - 3% Max	LS	1027051	0200	0200	00	000	1.000	1,500.00	\$1,500.00
_ Traffic Control and Maintenance Curb, Rem	LS	1027051	0205	0205	00	000	0.500	500.00	\$250.00
Sidewalk, Rem	Ft	2040021	0210	0210	00	000	175.500	4.00	\$702.00
Ero Con, Inlet Protection, Fabric Drop	Syd	2040055	0215	0215	00	000	8.900	25.00	\$222.50
	Ea	2080020	0230	0230	00	000	1.000	350.00	\$350.00



# Construction Pay Estimate Report

Anderson, Eckstein & Westrick, Inc.

8/16/2018 1:19 PM

FieldManager 5.3b

## Item Usage Summary

Project: 0160-0396, Parking Lots Improvements

Category: 0003, Jackson

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Cold Milling HMA Surface	Syd	5010002	0245	0245	00	000	5.330	10.00	\$53.30
HMA, 36A	Ton	5010034	0255	0255	00	000	208.890	115.00	\$24,022.35
Conc Pavt, Nonreinf, 8 inch	Syd	6020104	0260	0260	00	000	16.100	100.00	\$1,610.00
Sidewalk, Conc, 4 inch	Sft	8030044	0270	0270	00	000	80.100	5.00	\$400.50
_ Sign, Rem, Salv, Relocate	Ea	8107050	0275	0275	00	000	2.000	300.00	\$600.00
_ Pavt Marking	Ea	8117050	0280	0280	00	000	0.500	500.00	\$250.00
<b>Subtotal for Category 0003:</b>									<b>\$29,960.65</b>

Category: 0004, Bramcaster

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Bond, Insurance and Intial Setup Expense - 3% Max	LS	1027051	0290	0290	00	000	1.000	1,500.00	\$1,500.00
_ Traffic Control and Maintenance	LS	1027051	0295	0295	00	000	0.500	500.00	\$250.00
Dr Structure, 48 inch dia	Ea	4030210	0320	0320	00	000	1.000	4,500.00	\$4,500.00
Cold Milling HMA Surface	Syd	5010002	0325	0325	00	000	5.330	10.00	\$53.30
HMA, 36A	Ton	5010034	0335	0335	00	000	116.190	120.00	\$13,942.80
_ Sign, Rem, Salv, Relocate	Ea	8107050	0345	0345	00	000	1.000	350.00	\$350.00
_ Pavt Marking	Ea	8117050	0350	0350	00	000	0.500	500.00	\$250.00
<b>Subtotal for Category 0004:</b>									<b>\$20,846.10</b>
<b>Subtotal for Project 0160-0396:</b>									<b>\$110,614.55</b>
<b>Total Estimated Item Payment:</b>									<b>\$110,614.55</b>

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date	73	\$0
<b>Total Liquidated Damages:</b>				<b>\$0</b>

## Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0396, Parking Lots Improvements	0001	\$110,614.55	\$0.00	\$110,614.55
<b>Voucher Total:</b>				<b>\$110,614.55</b>



## Construction Pay Estimate Report

Anderson, Eckstein & Westrick, Inc.

8/16/2018 1:19 PM

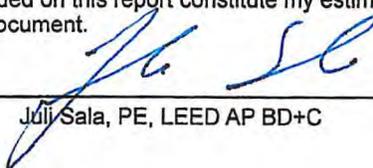
FieldManager 5.3b

### Summary

Current Voucher Total:	\$110,614.55	Earnings to date:	\$110,614.55
-Current Retainage:	\$11,061.46	- Retainage to date:	\$11,061.46
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$99,553.09</b>	<b>Net Earnings to date:</b>	<b>\$99,553.09</b>
		- Payments to date:	\$0.00
		<b>Net Earnings this period:</b>	<b>\$99,553.09</b>

### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

  
\_\_\_\_\_  
Juli Sala, PE, LEED AP BD+C

08-17-2018  
\_\_\_\_\_  
(Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/16/2018 1:19 PM

Anderson, Eckstein & Westrick, Inc.

FieldManager 5.3b

Contract: .0160-0396, Parking Lots Improvements

Project: 0160-0396, Parking Lots Improvements

Category: 0001, City Hall

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	_ Bonds, Insurance & Mobilization Expense- 3% Max	1027051		1.000 LS	1.000	1.000	1.000	100%	7,000.00000	\$7,000.00
0010	_ Traffic Control and Maintenance	1027051		1.000 LS	0.500	0.500	0.500	50%	1,000.00000	\$500.00
0015	Curb, Rem	2040021		80.000 Ft		0.000			17.00000	
0020	Pavt, Rem	2040050	3,500.000	Syd	2,365.000	2,365.000	2,365.000	68%	5.00000	\$11,825.00
0025	Sidewalk, Rem	2040055		15.000 Syd	9.400	9.400	9.400	63%	30.00000	\$282.00
0030	Subgrade Undercutting, Type III	2050042		250.000 Cyd	64.900	64.900	64.900	26%	90.00000	\$5,841.00
0035	_ Earthwork, Site	2057050		1.000 Ea		0.000			19,000.00000	
0040	Ero Con, Inlet Protection, Fabric Drop	2080020		7.000 Ea	9.000	9.000	9.000	129%	200.00000	\$1,800.00
0045	Erosion Control, Silt Fence	2080036		750.000 Ft	803.000	803.000	803.000	107%	3.50000	\$2,810.50
0050	Aggregate Base, 6 inch	3020016		115.000 Syd	50.000	50.000	50.000	43%	10.50000	\$525.00
0055	Aggregate Base, 8 inch	3020020		100.000 Syd	670.400	670.400	670.400	670%	14.50000	\$9,720.80
0060	Dr Structure, 48 inch dia	4030210		2.000 Ea	1.000	1.000	1.000	50%	4,000.00000	\$4,000.00
0065	Cold Milling HMA Surface	5010002	3,700.000	Syd		0.000			4.50000	
0070	HMA, 13A	5010033		370.000 Ton		0.000			100.00000	
0075	HMA, 36A	5010034		770.000 Ton		0.000			100.00000	
0080	Conc Pavt, Nonreinf, 8 inch	6020104		30.000 Syd	27.000	27.000	27.000	90%	75.00000	\$2,025.00
0085	Curb and Gutter, Conc, Det F2	8020036		770.000 Ft	315.100	315.100	315.100	41%	35.00000	\$11,028.50
0090	Sidewalk, Conc, 4 inch	8030044		110.000 Sft		0.000			6.50000	
0095	_ Sign, Rem, Salv, Relocate	8107050		7.000 Ea	7.000	7.000	7.000	100%	350.00000	\$2,450.00
0100	_ Sign, Steel Post, Modified	8107050		3.000 Ea		0.000			300.00000	
0105	_ Pavt Marking	8117050		1.000 Ea		0.000			1,750.00000	
0110	_ Final Cleanup and Restoration	8507060		1.000 Dir		0.000			5,500.00000	
0360	_ Geogrid, Tensar TX-5	6037011		215.000 Syd		0.000			3.50000	
0365	_ Geosynthetic Paving Fabric, City Hall	6037011	3,700.000	Syd		0.000			6.00000	

Subtotal for Category 0001: 59807.80



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/16/2018 1:19 PM

Anderson, Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0396, Parking Lots Improvements

Category: 0002, DPW

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0115	_ Bond, Insurance and Intial Setup Expense - 3% Max	1027051		1.000 LS		0.000			2,500.00000	
0120	_ Traffic Control and Maintenance	1027051		1.000 LS		0.000			1,000.00000	
0125	Curb, Rem	2040021		10.000 Ft		0.000			25.00000	
0130	Pavt, Rem	2040050		2,700.000 Syd		0.000			5.00000	
0135	Subgrade Undercutting, Type III	2050042		200.000 Cyd		0.000			90.00000	
0140	_ Earthwork, Site	2057050		1.000 Ea		0.000			9,500.00000	
0145	Erosion Control, Gravel Access Approach	2080016		1.000 Ea		0.000			750.00000	
0150	Ero Con, Inlet Protection, Fabric Drop	2080020		4.000 Ea		0.000			330.00000	
0155	Aggregate Base, 6 inch	3020016		110.000 Syd		0.000			10.50000	
0160	Aggregate Base, 8 inch	3020020		300.000 Syd		0.000			14.50000	
0165	Dr Structure, 48 inch dia	4030210		2.000 Ea		0.000			4,000.00000	
0170	HMA, 13A	5010033		270.000 Ton		0.000			100.00000	
0175	HMA, 36A	5010034		270.000 Ton		0.000			100.00000	
0180	Conc Pavt, Nonreinf, 8 inch	6020104		110.000 Syd		0.000			75.00000	
0185	Curb and Gutter, Conc, Det F2	8020036		10.000 Ft		0.000			50.00000	
0190	_ Pavt Marking	8117050		1.000 Ea		0.000			750.00000	
0195	_ Final Cleanup and Restoration	8507060		1.000 Dir		0.000			4,500.00000	

Subtotal for Category 0002: 0

Category: 0003, Jackson

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0200	_ Bond, Insurance and Intial Setup Expense - 3% Max	1027051		1.000 LS	1.000	1.000	1.000	100%	1,500.00000	\$1,500.00
0205	_ Traffic Control and Maintenance	1027051		1.000 LS	0.500	0.500	0.500	50%	500.00000	\$250.00
0210	Curb, Rem	2040021		200.000 Ft	175.500	175.500	175.500	88%	4.00000	\$702.00
0215	Sidewalk, Rem	2040055		10.000 Syd	8.900	8.900	8.900	89%	25.00000	\$222.50

Contract: .0160-0396

Estimate: 1

Page 2 of 4



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/16/2018 1:19 PM

Anderson, Eckstein & Westrick, Inc.

FieldManager 5.3b

Project: 0160-0396, Parking Lots Improvements

Category: 0003, Jackson

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0220	_ Bumper Block	2047050	25.000	Ea		0.000			35.00000	
0225	_ Earthwork, Site	2057050	1.000	Ea		0.000			2,500.00000	
0230	Ero Con, Inlet Protection, Fabric Drop	2080020	1.000	Ea	1.000	1.000	1.000	100%	350.00000	\$350.00
0235	Erosion Control, Silt Fence	2080036	400.000	Ft		0.000			3.50000	
0240	Aggregate Base, 6 inch	3020016	15.000	Syd		0.000			25.00000	
0245	Cold Milling HMA Surface	5010002	55.000	Syd	5.330	5.330	5.330	10%	10.00000	\$53.30
0250	HMA, 13A	5010033	15.000	Ton		0.000			115.00000	
0255	HMA, 36A	5010034	170.000	Ton	208.890	208.890	208.890	123%	115.00000	\$24,022.35
0260	Conc Pavt, Nonreinf, 8 inch	6020104	12.000	Syd	16.100	16.100	16.100	134%	100.00000	\$1,610.00
0265	_ Pavt Joints and Cracks, Resealing	6037001	1,000.000	Ft		0.000			0.80000	
0270	Sidewalk, Conc, 4 inch	8030044	100.000	Sft	80.100	80.100	80.100	80%	5.00000	\$400.50
0275	_ Sign, Rem, Salv, Relocate	8107050	2.000	Ea	2.000	2.000	2.000	100%	300.00000	\$600.00
0280	_ Pavt Marking	8117050	1.000	Ea	0.500	0.500	0.500	50%	500.00000	\$250.00
0285	_ Final Cleanup and Restoration	8507060	1.000	Dlr		0.000			3,000.00000	
0370	_ Geosynthetic Paving Fabric	6037011	1,570.000	Syd		0.000			4.50000	
<b>Subtotal for Category 0003:</b>										<b>29960.65</b>

Category: 0004, Bramcaster

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0290	_ Bond, Insurance and Inital Setup Expense - 3% Max	1027051	1.000	LS	1.000	1.000	1.000	100%	1,500.00000	\$1,500.00
0295	_ Traffic Control and Maintenance	1027051	1.000	LS	0.500	0.500	0.500	50%	500.00000	\$250.00
0300	_ Bumper Block	2047050	15.000	Ea		0.000			35.00000	
0305	_ Earthwork, Site	2057050	1.000	Ea		0.000			2,500.00000	
0310	Ero Con, Inlet Protection, Fabric Drop	2080020	1.000	Ea		0.000			400.00000	
0315	Erosion Control, Silt Fence	2080036	440.000	Ft		0.000			3.50000	
0320	Dr Structure, 48 inch dia	4030210	1.000	Ea	1.000	1.000	1.000	100%	4,500.00000	\$4,500.00

Contract: 0160-0396

Estimate: 1

Page 3 of 4



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/16/2018 1:19 PM

Anderson, Eckstein & Westrick, Inc.

FieldManager 5.3b

**Project: 0160-0396, Parking Lots Improvements**

**Category: 0004, Bramcaster**

Prop. Lne	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0325	Cold Milling HMA Surface	5010002	55.000	Syd	5.330	5.330	5.330	10%	10.00000	\$53.30
0330	HMA, 13A	5010033	15.000	Ton		0.000			120.00000	
0335	HMA, 36A	5010034	120.000	Ton	116.190	116.190	116.190	97%	120.00000	\$13,942.80
0340	_ Pavt Joints and Cracks, Resealing	6037001	1,000.000	Ft		0.000			0.80000	
0345	_ Sign, Rem, Salv, Relocate	8107050	1.000	Ea	1.000	1.000	1.000	100%	350.00000	\$350.00
0350	_ Pavt Marking	8117050	1.000	Ea	0.500	0.500	0.500	50%	500.00000	\$250.00
0355	_ Final Cleanup and Restoration	8507060	1.000	Dir		0.000			3,500.00000	
0375	_ Geosynthetic Paving Fabric	6037011	1,070.000	Syd		0.000			4.50000	

**Subtotal for Category 0004: 20846.10**

**Subtotal for Project 0160-0396: 110614.55**

**Percentage of Contract Completed(curr): 23%**  
(total earned to date / total of all authorized work)

**Total Amount Earned This Estimate: \$110,614.55**

**Total Amount Earned To Date: \$110,614.55**



Celebrating 50 Years of Excellence  
1968-2018

ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road 586.726.1234  
Shelby Township, MI 48315 www.aewinc.com

1367

RECEIVED  
AUG 21 2018  
CITY OF GROSSE PTE. WOODS

August 16, 2018

Cathy Behrens  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2017 SAW Grant Sewer Cleaning and CCTV Investigation  
City of Grosse Pointe Woods  
AEW Project No. 0160-0364

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 7 for the above referenced project. For work performed through August 12, 2018 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$29,954.50** to Doetsch Industrial Services, Inc. 21221 Mullin Ave Warren, MI 48089-3086.

If you have questions or require additional information, please contact our office.

Sincerely,

Frank D. Varicalli  
Project Manager

PO 17-44437  
592.537.975.003  
8/16/18

  
  
F.S

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
Doetsch Industrial Services, Inc.



# Construction Pay Estimate Report

Anderson, Eckstein & Westrick, Inc.

8/16/2018 8:09 AM

FieldManager 5.3b

Contract: .0160-0364, 2017 SAW Grant Sewer Cleaning and CCTV Investigation

<b>Estimate No.</b> 7	<b>Estimate Date</b> 8/12/2018	<b>Entered By</b> William WW Wines	<b>Estimate Type</b> SEMI-MONTHLY	<b>Managing Office</b> Anderson, Eckstein & Westrick, Inc.
<b>All Contract Work Completed</b>		<b>Construction Started Date</b>	<b>Prime Contractor</b> Doetsch Industrial Services, Inc. 21221 Mullin Ave Warren MI 48089-3086	

### Comments

Current Contract Amount: \$249,001.00

% Complete: 88%

### Item Usage Summary

Project: 0160-0364, 2017 SAW Grant Sewer Cleaning and CCTV Investigation

Category: 0000,

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Catch Basin, Lead Cleaning	Ft	4027001	0010	0010	00	000	1,363.000	1.25	\$1,703.75
_ Cleaning 06 - 12 inch Combined Sewers	Ft	4027001	0015	0015	00	000	983.000	0.75	\$737.25
_ Cleaning 15 - 21 inch Combined Sewers	Ft	4027001	0020	0020	00	000	396.000	1.00	\$396.00
_ Cleaning 24 - 36 inch Combined Sewers	Ft	4027001	0025	0025	00	000	3,681.000	1.00	\$3,681.00
_ Final TV Investigation and Log, 06 - 12 inch Combined Sewers	Ft	4027001	0035	0035	00	000	983.000	0.50	\$491.50
_ Final TV Investigation and Log, 24 - 36 inch Combined Sewers	Ft	4027001	0045	0045	00	000	3,681.000	0.50	\$1,840.50
_ Final TV Investigation and Log, Catch Basin Lead	Ft	4027001	0075	0075	00	000	1,202.000	1.25	\$1,502.50
_ Heavy Cleaning 06 - 12 inch Combined Sewers	Ft	4027001	0080	0080	00	000	782.000	0.50	\$391.00
_ Heavy Cleaning 15 - 21 inch Combined Sewers	Ft	4027001	0085	0085	00	000	160.000	1.00	\$160.00
_ Heavy Cleaning 24 - 36 inch Combined Sewers	Ft	4027001	0090	0090	00	000	3,134.000	4.00	\$12,536.00
_ Catch Basin, Cleaning	Ea	4037050	0100	0100	00	000	6.000	10.00	\$60.00
_ Removal of Mineral Deposits	Ea	4037050	0115	0115	00	000	1.000	5.00	\$5.00
_ Extra Heavy Cleaning	Hr	8167040	0130	0130	00	000	43.000	150.00	\$6,450.00
<b>Subtotal for Category 0000:</b>									<b>\$29,954.50</b>
<b>Subtotal for Project 0160-0364:</b>									<b>\$29,954.50</b>
<b>Total Estimated Item Payment:</b>									<b>\$29,954.50</b>



# Construction Pay Estimate Report

Anderson, Eckstein & Westrick, Inc.

8/16/2018 8:09 AM

FieldManager 5.3b

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

## Pre-Voucher Summary

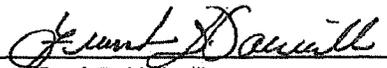
Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0364, 2017 SAW Grant Sewer Cleaning and CCTV Investigation	0007	\$29,954.50	\$0.00	\$29,954.50
Voucher Total:				\$29,954.50

## Summary

Current Voucher Total:	\$29,954.50	Earnings to date:	\$218,067.43
-Current Retainage:	\$0.00	- Retainage to date:	\$12,450.05
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$29,954.50</b>	<b>Net Earnings to date:</b>	<b>\$205,617.38</b>
		- Payments to date:	\$175,662.88
		<b>Net Earnings this period:</b>	<b>\$29,954.50</b>

## Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

  
 \_\_\_\_\_  
 Frank D. Varicalli

*8.16.18*  
 \_\_\_\_\_  
 (Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 7

8/16/2018 8:09 AM

FieldManager 5.3b

Anderson, Eckstein & Westrick, Inc.

Contract: .0160-0364, 2017 SAW Grant Sewer Cleaning and CCTV Investigation

Project: 0160-0364, 2017 SAW Grant Sewer Cleaning and CCTV Investigation

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	_ Catch Basin Lead, Heavy Cleaning	4027001	15,600.000	Ft		892.000	892.000	6%	0.01000	\$8.92
0010	_ Catch Basin, Lead Cleaning	4027001	39,000.000	Ft	1,363.000	30,944.700	30,944.700	79%	1.25000	\$38,680.88
0015	_ Cleaning 06 - 12 inch Combined Sewers	4027001	36,500.000	Ft	983.000	32,364.400	32,364.400	89%	0.75000	\$24,273.30
0020	_ Cleaning 15 - 21 inch Combined Sewers	4027001	9,800.000	Ft	386.000	6,652.000	6,652.000	68%	1.00000	\$6,652.00
0025	_ Cleaning 24 - 36 inch Combined Sewers	4027001	13,500.000	Ft	3,681.000	11,719.100	11,719.100	87%	1.00000	\$11,719.10
0030	_ Cleaning 42 - 48 inch Combined Sewers	4027001	2,000.000	Ft		2,181.000	2,181.000	108%	1.00000	\$2,181.00
0035	_ Final TV Investigation and Log, 06 - 12 inch Combined Sewers	4027001	36,500.000	Ft	983.000	30,102.100	30,102.100	82%	0.50000	\$15,051.05
0040	_ Final TV Investigation and Log, 15 - 21 inch Combined Sewers	4027001	9,800.000	Ft		6,256.000	6,256.000	64%	0.50000	\$3,128.00
0045	_ Final TV Investigation and Log, 24 - 36 inch Combined Sewers	4027001	13,500.000	Ft	3,681.000	11,719.100	11,719.100	87%	0.50000	\$5,859.55
0050	_ Final TV Investigation and Log, 42 - 48 inch Combined Sewers	4027001	2,000.000	Ft		2,181.000	2,181.000	109%	0.50000	\$1,090.50
0055	_ Final TV Investigation and Log, 60 inch Storm Sewers	4027001	170.000	Ft		0.000			1.00000	
0060	_ Final TV Investigation and Log, 66 inch Storm Sewers	4027001	1,400.000	Ft		0.000			1.00000	
0065	_ Final TV Investigation and Log, 72 inch Storm Sewers (Man Entry)	4027001	1,600.000	Ft		0.000			2.00000	
0070	_ Final TV Investigation and Log, 96 inch, Storm Sewer (Man Entry)	4027001	1,100.000	Ft		0.000			2.00000	
0075	_ Final TV Investigation and Log, Catch Basin Lead	4027001	39,000.000	Ft	1,202.000	29,022.500	29,022.500	74%	1.25000	\$36,278.13
0080	_ Heavy Cleaning 06 - 12 inch Combined Sewers	4027001	14,600.000	Ft	782.000	16,518.000	16,518.000	113%	0.50000	\$8,259.00
0085	_ Heavy Cleaning 15 - 21 inch Combined Sewers	4027001	3,950.000	Ft	160.000	3,068.000	3,068.000	78%	1.00000	\$3,068.00
0090	_ Heavy Cleaning 24 - 36 inch Combined Sewers	4027001	5,400.000	Ft	3,134.000	7,177.000	7,177.000	133%	4.00000	\$28,708.00
0095	_ Heavy Cleaning 42 - 48 inch Combined Sewers	4027001	800.000	Ft		1,820.000	1,820.000	228%	4.00000	\$7,280.00
0100	_ Catch Basin, Cleaning	4037050	100.000	Ea	6.000	87.000	87.000	87%	10.00000	\$870.00

Contract: .0160-0364

Estimate: 7

Page 1 of 3



# Construction Pay Estimate Amount Balance Report

Estimate: 7

8/16/2018 8:09 AM

FieldManager 5.3b

Anderson, Eckstein & Westrick, Inc.

Project: 0160-0364, 2017 SAW Grant Sewer Cleaning and CCTV Investigation

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0105	_ Catch Basin, Cleaning Modified	4037050	100.000	Ea		18.000	18.000	18%	10.00000	\$180.00
0110	_ Cutting Service Lead Protrusions	4037050	50.000	Ea		0.000			5.00000	
0115	_ Removal of Mineral Deposits	4037050	100.000	Ea	1.000	6.000	6.000	6%	5.00000	\$30.00
0120	_ Traffic Control, Major Street	8127051	1.000	LS		0.500	0.500	50%	3,000.00000	\$1,500.00
0125	_ Traffic Control, Minor Street	8127051	1.000	LS		0.500	0.500	50%	3,000.00000	\$1,500.00
0130	_ Extra Heavy Cleaning	8167040	80.000	Hr	43.000	145.000	145.000	181%	150.00000	\$21,750.00
0135	_ Deliverables	8267051	1.000	LS		0.000			4,000.00000	
0140	_ Catch Basin, Lead Cleaning 2018 Item	8137001	0.000	Ft		0.000			1.25000	
0145	_ Cleaning 06-12 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			0.75000	
0150	_ Cleaning 15-21 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			1.00000	
0155	_ Cleaning 24-36 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			1.00000	
0160	_ Cleaning 39-48 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			1.00000	
0165	_ Heavy Cleaning 06-12 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			0.50000	
0170	_ Heavy Cleaning 15-21 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			1.00000	
0175	_ Heavy Cleaning 24-36 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			4.00000	
0180	_ Heavy Cleaning 39-48 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			4.00000	
0185	_ Catch Basin Lead, Heavy Cleaning 2018 Item	8137001	0.000	Ft		0.000	70.000		0.01000	
0190	_ Final TV Investigation and Log, 06-12 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			0.50000	
0195	_ Final TV Investigation and Log, 15-21 inch 2018 Item	8137001	0.000	Ft		0.000			0.50000	
0200	_ Final TV Investigation and Log, 24-36 inch Combined Sewers 2018 Item	8137001	0.000	Ft		0.000			0.50000	
0205	_ Final TV Investigation and Log, 39-48 inch Combined Sewers	8137001	0.000	Ft		0.000			0.50000	
0210	_ Combined TV Investigation and Log, 60 inch Storm Sewers 2018 Item	8137001	0.000	Ft		0.000			1.00000	

Contract: .0160-0364

Estimate: 7

Page 2 of 3



# Construction Pay Estimate Amount Balance Report

Estimate: 7

8/16/2018 8:09 AM

FieldManager 5.3b

Anderson, Eckstein & Westrick, Inc.

Project: 0160-0364, 2017 SAW Grant Sewer Cleaning and CCTV Investigation

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0215	_ Combined TV Investigation and Log, 66 Inch Storm Sewers 2018 Item	8137001		0.000 Ft		0.000			1.00000	
0220	_ Combined TV Investigation and Log, 72 inch Storm Sewers 2018 Item	8137001		0.000 Ft		0.000			2.00000	
0225	_ Final TV Investigation and Log, Catch Basin Lead 2018 Item	8137001		0.000 Ft		0.000			1.25000	
0230	_ Removal of Mineral Deposits 2018 Item	8207050		0.000 Ea		0.000			5.00000	
0235	_ Cutting Service Lead Protrusions 2018 Item	8207050		0.000 Ea		0.000			5.00000	
0240	_ Deliverables 2018 Item	2087051		0.000 LS		0.000			4,000.00000	
0245	_ Traffic Control and Maintenance 2018 item	2087051		0.000 LS		0.000			3,000.00000	

Subtotal for Category 0000: 218067.43

Subtotal for Project 0160-0364: 218067.43

Percentage of Contract Completed(curr): 88%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$29,954.50

Total Amount Earned To Date: \$218,067.43



Celebrating 50 Years of Excellence  
1968-2018

ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road  
Shelby Township, MI 48315  
586.726.1334  
www.aewinc.com

134

RECEIVED

AUG 29 2018

PO #18-44846 CITY OF GROSSE PTE. WOODS

August 27, 2018

203-451-977.804 \$65,254.56  
592-537-975.400 \$27,966.24  
08-27-2018

Cathy Behrens  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

*C. Behrens*

OK - FB

*Bruce Smith* 8/29/18

Reference: 2018 Road Program  
City of Grosse Pointe Woods  
AEW Project No. 0160-0407

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 1 for the above referenced project. For work performed through August 19, 2018 we recommend issuing payment for the **Net Earnings this Period (see Page 3)** in the amount of **\$93,220.80** to Florence Cement Company 51515 Corridor, Shelby Township, Mi., 48315

If you have questions or require additional information, please contact our office.

Sincerely,

*Scott Lockwood*

Scott Lockwood  
Project Manager

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
Florence Cement Company



# Construction Pay Estimate Report

Anderson, Eckstein and Westrick

8/27/2018 9:55 AM

FieldManager 5.3b

Contract: .0160-0407, 2018 Road Program

Estimate No. 1	Estimate Date 8/19/2018	Entered By William WW Wines	Estimate Type Semi-Monthly	Managing Office Anderson, Eckstein and Westrick
All Contract Work Completed	Construction Started Date	Prime Contractor Florence Cement Company 12585 23 Mile Rd Shelby Township MI 48315-2623		

### Comments

Current Contract Amount: \$2,157,940.09  
% Complete:5%

### Item Usage Summary

Project: 0160-0407 Ani, 2018 Road Program

Category: 0001, Road

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Tree, Rem, 6 inch to 18 inch	Ea	2020004	0015	0015	00	000	7.000	500.00	\$3,500.00
Subtotal for Category 0001:									\$3,500.00
Subtotal for Project 0160-0407 Ani:									\$3,500.00

Project: 0160-0407 Bry, 2018 Road Program

Category: 0002, Water and Sewer

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Tree, Rem, 6 inch to 18 inch	Ea	2020004	0460	0460	00	000	1.000	500.00	\$500.00
Subtotal for Category 0002:									\$500.00
Subtotal for Project 0160-0407 Bry:									\$500.00

Project: 0160-0407 Coo, 2018 Road Program

Category: 0001, Road

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Pavt Joint and Crack Repr, Det 7, Special	Ft	5017001	0545	0545	00	000	6,396.100	10.80	\$69,077.88
_ Traffic Control, Minor Street	Ea	8127050	0550	0550	00	000	1.000	1,500.00	\$1,500.00
Hand Patching	Ton	5010025	0540	0540	00	000	240.270	77.00	\$18,500.79
Subtotal for Category 0001:									\$89,078.67
Subtotal for Project 0160-0407 Coo:									\$89,078.67

Project: 0160-0407 Loc, 2018 Road Program

Category: 0001, Road

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Tree, Rem, 19 inch to 36 inch	Ea	2020002	0565	0565	00	000	2.000	1,500.00	\$3,000.00



# Construction Pay Estimate Report

Anderson, Eckstein and Westrick

8/27/2018 9:55 AM

FieldManager 5.3b

## Item Usage Summary

Project: 0160-0407 Loc, 2018 Road Program  
Category: 0001, Road

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Tree, Rem, 6 inch to 18 inch	Ea	2020004	0570	0570	00	000	2.000	500.00	\$1,000.00
Subtotal for Category 0001:									\$4,000.00
Subtotal for Project 0160-0407 Loc:									\$4,000.00

Project: 0160-0407 Sta, 2018 Road Program  
Category: 0001, Road

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Tree, Rem, 19 inch to 36 inch	Ea	2020002	0910	0910	00	000	4.000	1,500.00	\$6,000.00
Tree, Rem, 6 inch to 18 inch	Ea	2020004	0915	0915	00	000	1.000	500.00	\$500.00
Subtotal for Category 0001:									\$6,500.00
Subtotal for Project 0160-0407 Sta:									\$6,500.00

Total Estimated Item Payment: \$103,578.67

## Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

## Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0407 Ani, 2018 Road Program	0001	\$3,500.00	\$0.00	\$3,500.00
0160-0407 Bry, 2018 Road Program	0001	\$500.00	\$0.00	\$500.00
0160-0407 Coo, 2018 Road Program	0001	\$89,078.67	\$0.00	\$89,078.67
0160-0407 Loc, 2018 Road Program	0001	\$4,000.00	\$0.00	\$4,000.00
0160-0407 Sta, 2018 Road Program	0001	\$6,500.00	\$0.00	\$6,500.00
Voucher Total:				\$103,578.67



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick

8/27/2018 9:55 AM

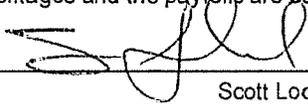
FieldManager 5.3b

### Summary

Current Voucher Total:	\$103,578.67	Earnings to date:	\$103,578.67
-Current Retainage:	\$10,357.87	- Retainage to date:	\$10,357.87
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$93,220.80</b>	<b>Net Earnings to date:</b>	<b>\$93,220.80</b>
		- Payments to date:	\$0.00
		<b>Net Earnings this period:</b>	<b>\$93,220.80</b>

### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

  
\_\_\_\_\_  
Scott Lockwood, PE, AEW

8/27/18  
\_\_\_\_\_  
(Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

**Contract: .0160-0407, 2018 Road Program**

**Project: 0160-0407 Ani, 2018 Road Program**

**Category: 0000,**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050		0.000 Ea		0.000			0.00000	
<b>Subtotal for Category 0000:</b>										<b>0</b>

**Category: 0001, Road**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	_ Reimbursable Permit Fees	1027060	500.000	Dlr		0.000			1.00000	
0010	Mobilization, Max 5%	1500001	0.250	LS		0.000			103,000.00000	
0015	Tree, Rem, 6 inch to 18 inch	2020004	8.000	Ea	7.000	7.000	7.000	88%	500.00000	\$3,500.00
0020	Curb and Gutter, Rem	2040020	500.000	Ft		0.000			18.00000	
0025	Pavt, Rem	2040050	225.000	Syd		0.000			19.00000	
0030	Sidewalk, Rem	2040055	80.000	Syd		0.000			23.00000	
0035	Ero Con, Inlet Protection, Fabric Drop	2080020	7.000	Ea		0.000			100.00000	
0040	Aggregate Base, 6 inch	3020016	30.000	Syd		0.000			7.00000	
0045	Maintenance Gravel	3060020	100.000	Ton		0.000			25.00000	
0050	_ Geosynthetic Paving Fabric	3087011	3,700.000	Syd		0.000			3.57000	
0055	Dr Structure Cover, Adj, Case 1	4030005	5.000	Ea		0.000			400.00000	
0060	_ Gate Well Cover, Adj, Case 1	4037050	1.000	Ea		0.000			640.00000	
0065	_ Gate Well Cover, GPW	4037050	1.000	Ea		0.000			410.00000	
0070	Pavt, Cleaning	5010001	0.340	LS		0.000			2,000.00000	
0075	HMA Surface, Rem	5010005	3,650.000	Syd		0.000			2.70000	
0080	Joint and Crack, Cleanout	5010015	4,500.000	Ft		0.000			0.45000	
0085	Pavt Joint and Crack Repr, Det 7	5010020	450.000	Ft		0.000			12.40000	
0090	Hand Patching	5010025	10.000	Ton		0.000			77.00000	
0095	HMA, 5E1	5010056	610.000	Ton		0.000			103.00000	
0100	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	30.000	Syd		0.000			41.40000	
0105	Cold Milling Conc Pavt	6030014	100.000	Syd		0.000			3.00000	
0110	Lane Tie, Epoxy Anchored	6030030	400.000	Ea		0.000			8.00000	

**Contract: .0160-0407**

**Estimate: 1**

Page 1 of 13



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Ani, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0115	Pavt Repr, Nonreinf Conc, 8 inch	6030044	20.000	Syd		0.000			50.00000	
0120	Pavt Repr, Rem	6030080	20.000	Syd		0.000			30.00000	
0125	Driveway, Nonreinf Conc, 6 inch	8010005	470.000	Syd		0.000			42.50000	
0130	Curb and Gutter, Conc, Det F1	8020035	300.000	Ft		0.000			21.00000	
0135	Sidewalk Ramp, Conc, 7 inch	8030037	220.000	Sft		0.000			7.50000	
0140	Sidewalk, Conc, 4 inch	8030044	315.000	Sft		0.000			5.50000	
0145	Pavt Mrkg, Waterborne, 4 inch, White	8110231	14.000	Ft		0.000			15.00000	
0150	Pavt Mrkg, Waterborne, 2nd Appl, 4, White	8110251	14.000	Ft		0.000			10.00000	
0155	Rem Curing Compound, for Longit Mrkg, 4"	8110307	14.000	Ft		0.000			20.00000	
0160	_ Traffic Control, Minor Street	8127050	1.000	Ea		0.000			1,500.00000	
0165	_ Proposed Trees	8157050	8.000	Ea		0.000			560.00000	
0170	_ Audio Visual Record of Construction Area	8507051	0.250	LS		0.000			2,300.00000	
0175	_ Rubbish Pickup	8507051	0.250	LS		0.000			5,000.00000	
<b>Subtotal for Category 0001:</b>										<b>3500.00</b>

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0180	Dr Structure, Abandon	2030010	1.000	Ea		0.000			370.00000	
0185	Dr Structure, Rem	2030011	2.000	Ea		0.000			370.00000	
0190	Sewer, Rem, Less than 24 inch	2030015	115.000	Ft		0.000			19.00000	
0195	Curb and Gutter, Rem	2040020	160.000	Ft		0.000			18.00000	
0200	Pavt, Rem	2040050	1,040.000	Syd		0.000			19.00000	
0205	Aggregate Base, 6 inch	3020016	925.000	Syd		0.000			7.00000	
0210	Sewer, CI IV, 24 inch, Tr Det B	4020993	605.000	Ft		0.000			139.00000	
0215	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001	65.000	Ft		0.000			60.00000	
0220	_ Sewer, Sch 40 PVC, 4 inch, Tr Det B	4027001	25.000	Ft		0.000			230.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Ani, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0225	_ Sewer, Sch 40 PVC, 8 inch, Tr Det B	4027001	5.000	Ft		0.000			230.00000	
0230	_ Sewer Bulkhead, 10 inch	4027050	1.000	Ea		0.000			200.00000	
0235	_ CMP Detention System	4027051	1.000	LS		0.000			47,600.00000	
0240	Dr Structure, 24 inch dia	4030200	1.000	Ea		0.000			1,600.00000	
0245	Dr Structure, 48 inch dia	4030210	7.000	Ea		0.000			2,500.00000	
0250	Dr Structure, Adj, Add Depth	4030280	5.000	Ft		0.000			270.00000	
0255	Dr Structure, Tap, 4 inch	4030304	2.000	Ea		0.000			180.00000	
0260	_ Catch Basin Cover, GPW	4037050	5.000	Ea		0.000			410.00000	
0265	_ Catch Basin Cover, Restricted, GPW	4037050	4.000	Ea		0.000			450.00000	
0270	_ Combined Manhole Cover, GPW	4037050	1.000	Ea		0.000			410.00000	
0275	_ Dr Structure Trap, 8 inch	4037050	1.000	Ea		0.000			335.00000	
0280	_ Storm Manhole Cover, GPW	4037050	8.000	Ea		0.000			410.00000	
0285	Underdrain, Subgrade, 4 inch	4040071	250.000	Ft		0.000			11.00000	
0290	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	925.000	Syd		0.000			41.40000	
0295	Joint, Plane-of-Weakness, W	6020211	150.000	Ft		0.000			2.20000	
0300	Joint, Plane-of-Weakness W, Intersection	6020310	225.000	Ft		0.000			2.60000	
0305	Pavt Repr, Nonreinf Conc, 8 inch	6030044	90.000	Syd		0.000			50.00000	
0310	Pavt Repr, Rem	6030080	90.000	Syd		0.000			30.00000	
0315	Driveway, Nonreinf Conc, 6 inch	8010005	120.000	Syd		0.000			42.50000	
0320	Curb and Gutter, Conc, Det F1	8020035	160.000	Ft		0.000			21.00000	
0325	Sidewalk, Conc, 6 inch	8030046	150.000	Sft		0.000			6.50000	
0330	Part Width Intersection Construction	8120190	1.000	Ea		0.000			0.01000	

Subtotal for Category 0002: 0

Subtotal for Project 0160-0407 Ani: 3500.00



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Bry, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050		0.000 Ea		0.000			0.00000	
<b>Subtotal for Category 0000:</b>										<b>0</b>

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0335	_ Reimbursable Permit Fees	1027060	500.000	Dir		0.000			1.00000	
0340	Mobilization, Max 5%	1500001	0.250	LS		0.000			103,000.00000	
0345	Curb and Gutter, Rem	2040020	64.000	Ft		0.000			18.00000	
0350	Pavt, Rem	2040050	50.000	Syd		0.000			19.00000	
0355	Ero Con, Inlet Protection, Fabric Drop	2080020	4.000	Ea		0.000			100.00000	
0360	Maintenance Gravel	3060020	75.000	Ton		0.000			25.00000	
0365	_ Geosynthetic Paving Fabric	3087011	2,000.000	Syd		0.000			3.57000	
0370	Pavt, Cleaning	5010001	0.330	LS		0.000			2,000.00000	
0375	HMA Surface, Rem	5010005	1,885.000	Syd		0.000			2.70000	
0380	Joint and Crack, Cleanout	5010015	2,200.000	Ft		0.000			0.45000	
0385	Pavt Joint and Crack Repr, Det 7	5010020	220.000	Ft		0.000			12.40000	
0390	Hand Patching	5010025	11.000	Ton		0.000			77.00000	
0395	HMA, 5E1	5010056	385.000	Ton		0.000			103.00000	
0400	Lane Tie, Epoxy Anchored	6030030	400.000	Ea		0.000			8.00000	
0405	Pavt Repr, Nonreinf Conc, 8 inch	6030044	300.000	Syd		0.000			50.00000	
0410	Pavt Repr, Rem	6030080	300.000	Syd		0.000			30.00000	
0415	Driveway, Nonreinf Conc, 6 inch	8010005	70.000	Syd		0.000			42.50000	
0420	Curb and Gutter, Conc, Det F1	8020035	64.000	Ft		0.000			21.00000	
0425	Pavt Mrkg, Waterborne, 6 inch, White	8110233	18.000	Ft		0.000			20.00000	
0430	Pavt Mrkg, Waterborne, 2nd Appl, 6, White	8110253	18.000	Ft		0.000			15.00000	
0435	Rem Curing Compound, for Longit Mrkg, 6"	8110308	18.000	Ft		0.000			25.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Bry, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0440	_ Traffic Control, Minor Street	8127050		1.000 Ea		0.000			1,500.00000	
0445	_ Surface Restoration, Hydroseeding	8167011		50.000 Syd		0.000			6.80000	
0450	_ Audio Visual Record of Construction Area	8507051		0.250 LS		0.000			2,300.00000	
0455	_ Rubbish Pickup	8507051		0.250 LS		0.000			5,000.00000	
<b>Subtotal for Category 0001:</b>										<b>0</b>

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0460	Tree, Rem, 6 inch to 18 inch	2020004		1.000 Ea	1.000	1.000	1.000	100%	500.00000	\$500.00
0465	Dr Structure, Rem	2030011		4.000 Ea		0.000			370.00000	
0470	Sewer, Rem, Less than 24 inch	2030015		340.000 Ft		0.000			19.00000	
0475	Curb and Gutter, Rem	2040020		112.000 Ft		0.000			18.00000	
0480	Pavt, Rem	2040050		90.000 Syd		0.000			19.00000	
0485	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001		320.000 Ft		0.000			60.00000	
0490	_ Storm Sewer Repr, 10 inch	4027001		13.000 Ft		0.000			200.00000	
0495	Dr Structure, 24 inch dia	4030200		2.000 Ea		0.000			1,600.00000	
0500	Dr Structure, 48 inch dia	4030210		3.000 Ea		0.000			2,500.00000	
0505	_ Catch Basin Cover, Restricted, GPW	4037050		4.000 Ea		0.000			450.00000	
0510	_ Storm Manhole Cover, GPW	4037050		1.000 Ea		0.000			410.00000	
0515	Pavt Repr, Nonreinf Conc, 8 inch	6030044		175.000 Syd		0.000			50.00000	
0520	Pavt Repr, Rem	6030080		175.000 Syd		0.000			30.00000	
0525	Driveway, Nonreinf Conc, 6 inch	8010005		120.000 Syd		0.000			42.50000	
0530	Curb and Gutter, Conc, Det F1	8020035		112.000 Ft		0.000			21.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Bry, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0535	_ Proposed Trees	8157050		1.000 Ea		0.000			560.00000	

Subtotal for Category 0002: 500.00

Subtotal for Project 0160-0407 Bry: 500.00

Project: 0160-0407 Coo, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050		0.000 Ea		0.000			0.00000	

Subtotal for Category 0000: 0

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0540	Hand Patching	5010025	225.000	Ton	240.270	240.270	240.270	107%	77.00000	\$18,500.79
0545	_ Pavt Joint and Crack Repr, Det 7, Special	5017001	5,850.000	Ft	6,396.100	6,396.100	6,396.100	109%	10.80000	\$69,077.88
0550	_ Traffic Control, Minor Street	8127050		1.000 Ea	1.000	1.000	1.000	100%	1,500.00000	\$1,500.00

Subtotal for Category 0001: 89078.67

Subtotal for Project 0160-0407 Coo: 89078.67



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050		0.000 Ea		0.000			0.00000	
<b>Subtotal for Category 0000:</b>										<b>0</b>

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0555	_ Reimbursable Permit Fees	1027060	500.000	Dir		0.000			1.00000	
0560	Mobilization, Max 5%	1500001	0.250	LS		0.000			103,000.00000	
0565	Tree, Rem, 19 inch to 36 inch	2020002	1.000	Ea	2.000	2.000	2.000	200%	1,500.00000	\$3,000.00
0570	Tree, Rem, 6 inch to 18 inch	2020004	2.000	Ea	2.000	2.000	2.000	100%	500.00000	\$1,000.00
0575	Curb and Gutter, Rem	2040020	650.000	Ft		0.000			18.00000	
0580	Curb, Rem	2040021	2,190.000	Ft		0.000			12.00000	
0585	Pavt, Rem	2040050	140.000	Syd		0.000			19.00000	
0590	Sidewalk, Rem	2040055	133.000	Syd		0.000			23.00000	
0595	_ Station Grading, Special	2057001	500.000	Ft		0.000			25.00000	
0600	_ Subgrade Undercutting, Modified	2057021	175.000	Cyd		0.000			45.00000	
0605	Ero Con, Inlet Protection, Fabric Drop	2080020	36.000	Ea		0.000			100.00000	
0610	Aggregate Base, 6 inch	3020016	4,700.000	Syd		0.000			7.00000	
0615	Aggregate Base, 12 inch	3020030	580.000	Syd		0.000			16.00000	
0620	Aggregate Base, Conditioning	3020051	43.000	Sta		0.000			460.00000	
0625	Maintenance Gravel	3060020	150.000	Ton		0.000			25.00000	
0630	_ Geosynthetic Paving Fabric	3087011	9,515.000	Syd		0.000			3.57000	
0635	_ External Structure Wrap, 18 inch	4027050	2.000	Ea		0.000			400.00000	
0640	Dr Structure Cover, Adj, Case 1	4030005	2.000	Ea		0.000			400.00000	
0645	_ Catch Basin Cover, Restricted, GPW	4037050	27.000	Ea		0.000			450.00000	
0650	_ Combined Manhole Cover, GPW	4037050	5.000	Ea		0.000			410.00000	
0655	Underdrain, Subgrade, 4 inch	4040071	1,250.000	Ft		0.000			11.00000	
0660	Pavt, Cleaning	5010001	0.330	LS		0.000			2,000.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0665	HMA Surface, Rem	5010005	10,300.000	Syd		0.000			2.70000	
0670	Hand Patching	5010025	10.000	Ton		0.000			77.00000	
0675	HMA, 4E1	5010050	1,450.000	Ton		0.000			89.00000	
0680	HMA, 5E1	5010056	850.000	Ton		0.000			103.00000	
0685	Joint, Expansion, Erg	6030021	55.000	Ft		0.000			22.00000	
0690	Driveway, Nonreinf Conc, 6 inch	8010005	140.000	Syd		0.000			42.50000	
0695	Curb and Gutter, Conc, Det F4	8020038	2,500.000	Ft		0.000			21.00000	
0700	Sidewalk, Conc, 6 inch	8030046	100.000	Sft		0.000			6.50000	
0705	Part Width Intersection Construction	8120190	1.000	Ea		0.000			0.01000	
0710	_ Traffic Control, Minor Street	8127050	1.000	Ea		0.000			1,500.00000	
0715	_ Proposed Trees	8157050	2.000	Ea		0.000			560.00000	
0720	Sodding	8160055	1,100.000	Syd		0.000			4.40000	
0725	Topsoil Surface, Furn, 3 inch	8160061	1,100.000	Syd		0.000			4.40000	
0730	Water, Sodding/Seeding	8160090	60.000	Unit		0.000			80.00000	
0735	_ Surface Restoration, Hydroseeding	8167011	350.000	Syd		0.000			6.80000	
0740	_ Irrigation Pipe	8237001	900.000	Ft		0.000			2.00000	
0745	_ Sprinkler Head	8237050	40.000	Ea		0.000			55.00000	
0750	_ Sprinkler Head, Adj	8237050	30.000	Ea		0.000			48.00000	
0755	_ Audio Visual Record of Construction Area	8507051	0.250	LS		0.000			2,300.00000	
0760	_ Rubbish Pickup	8507051	0.250	LS		0.000			5,000.00000	
<b>Subtotal for Category 0001:</b>										<b>4000.00</b>

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0765	Dr Structure, Rem	2030011	27.000	Ea		0.000			370.00000	
0770	Sewer, Rem, Less than 24 inch	2030015	520.000	Ft		0.000			19.00000	

Contract: .0160-0407

Estimate: 1

Page 8 of 13



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0775	_ Station Grading	2057002	2.000	Sta		0.000			2,700.00000	
0780	Sewer, CI IV, 12 inch, Tr Det B	4020987	140.000	Ft		0.000			64.00000	
0785	Sewer Tap, 30 inch	4021208	1.000	Ea		0.000			1,600.00000	
0790	Sewer Bulkhead, 12 inch	4021230	3.000	Ea		0.000			225.00000	
0795	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001	385.000	Ft		0.000			60.00000	
0800	Dr Structure Cover, Adj, Case 2	4030006	2.000	Ea		0.000			400.00000	
0805	Dr Structure, 24 inch dia	4030200	13.000	Ea		0.000			1,600.00000	
0810	Dr Structure, 48 inch dia	4030210	14.000	Ea		0.000			2,500.00000	
0815	Dr Structure, 60 inch dia	4030220	1.000	Ea		0.000			5,500.00000	
0820	Dr Structure, Adj, Add Depth	4030280	2.000	Ft		0.000			270.00000	
0825	Dr Structure, Tap, 4 inch	4030304	8.000	Ea		0.000			180.00000	
0830	Dr Structure, Tap, 10 inch	4030310	28.000	Ea		0.000			250.00000	
0835	Dr Structure, Tap, 12 inch	4030312	6.000	Ea		0.000			290.00000	
0840	Dr Structure, Temp Lowering	4030390	2.000	Ea		0.000			450.00000	
0845	Mh Base, 48 inch, Type 1	4030401	1.000	Ea		0.000			8,600.00000	
0850	Mh Riser	4030505	9.000	Ft		0.000			100.00000	
0855	_ Dr Structure Trap, 10 inch	4037050	11.000	Ea		0.000			335.00000	
0860	_ Dr Structure Trap, 12 inch	4037050	4.000	Ea		0.000			335.00000	
0865	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	850.000	Syd		0.000			41.40000	
0870	Joint, Plane-of-Weakness W, Intersection	6020310	300.000	Ft		0.000			2.60000	
0875	Pavt Repr, Rem	6030080	40.000	Syd		0.000			30.00000	
0880	Detectable Warning Surface	8030010	40.000	Ft		0.000			56.00000	
0885	Sidewalk Ramp, Conc, 4 inch	8030034	630.000	Sft		0.000			6.50000	
0890	Sidewalk Ramp, Conc, 7 inch	8030037	310.000	Sft		0.000			7.50000	



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Loc, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0895	Sidewalk, Conc, 4 inch	8030044	150.000	Sft		0.000			5.50000	

Subtotal for Category 0002: 0

Subtotal for Project 0160-0407 Loc: 4000.00

Project: 0160-0407 Sta, 2018 Road Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1225	_ Crew Days	8107050	0.000	Ea		0.000			0.00000	

Subtotal for Category 0000: 0

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0900	_ Reimbursable Permit Fees	1027060	500.000	Dir		0.000			1.00000	
0905	Mobilization, Max 5%	1500001	0.250	LS		0.000			103,000.00000	
0910	Tree, Rem, 19 inch to 36 inch	2020002	2.000	Ea	4.000	4.000	4.000	200%	1,500.00000	\$6,000.00
0915	Tree, Rem, 6 inch to 18 inch	2020004	1.000	Ea	1.000	1.000	1.000	100%	500.00000	\$500.00
0920	Curb and Gutter, Rem	2040020	32.000	Ft		0.000			18.00000	
0925	Pavt, Rem	2040050	1,250.000	Syd		0.000			19.00000	
0930	Sidewalk, Rem	2040055	250.000	Syd		0.000			23.00000	
0935	_ Pavt, Rem, Modified	2047011	5,300.000	Syd		0.000			9.30000	
0940	_ Station Grading	2057002	19.000	Sta		0.000			2,700.00000	
0945	_ Subgrade Undercutting, Modified	2057021	400.000	Cyd		0.000			45.00000	
0950	_ Subgrade Undercutting, Special	2057021	80.000	Cyd		0.000			55.00000	
0955	Ero Con, Inlet Protection, Fabric Drop	2080020	12.000	Ea		0.000			100.00000	

Contract: .0160-0407

Estimate: 1

Page 10 of 13



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Sta, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0960	Aggregate Base, 6 inch	3020016	5,500.000	Syd		0.000			7.00000	
0965	Maintenance Gravel	3060020	175.000	Ton		0.000			25.00000	
0970	_ Geogrid	3087011	475.000	Syd		0.000			6.00000	
0975	Sewer Bulkhead, 12 inch	4021230	2.000	Ea		0.000			225.00000	
0980	_ Sewer, Sch 40 PVC, 10 inch, Tr Det B	4027001	6.000	Ft		0.000			60.00000	
0985	_ External Structure Wrap, 18 inch	4027050	2.000	Ea		0.000			400.00000	
0990	Dr Structure Cover, Adj, Case 2	4030006	2.000	Ea		0.000			400.00000	
0995	Dr Structure, Adj, Add Depth	4030280	6.000	Ft		0.000			270.00000	
1000	_ Catch Basin Cover, Restricted, GPW	4037050	12.000	Ea		0.000			450.00000	
1005	_ Combined Manhole Cover, GPW	4037050	1.000	Ea		0.000			410.00000	
1010	_ Dr Structure Cover, Adj, Case 1, Modified	4037050	2.000	Ea		0.000			640.00000	
1015	_ Dr Structure Trap, 12 inch	4037050	2.000	Ea		0.000			335.00000	
1020	_ Gate Well Cover, Adj, Case 2	4037050	1.000	Ea		0.000			400.00000	
1025	_ Gate Well Cover, GPW	4037050	1.000	Ea		0.000			410.00000	
1030	_ Storm Manhole Cover, GPW	4037050	3.000	Ea		0.000			410.00000	
1035	Underdrain, Subgrade, 4 inch	4040071	3,650.000	Ft		0.000			11.00000	
1040	Conc Pavt w/ Int Curb, Nonreinf, 7 inch	6020162	5,000.000	Syd		0.000			41.40000	
1045	Joint, Expansion, E2	6020207	100.000	Ft		0.000			18.00000	
1050	Joint, Plane-of-Weakness, W	6020211	4,125.000	Ft		0.000			2.20000	
1055	Pavt Gapping	6020215	275.000	Ft		0.000			16.20000	
1060	Joint, Plane-of-Weakness W, Intersection	6020310	450.000	Ft		0.000			2.60000	
1065	Joint, Expansion, Erg	6030021	75.000	Ft		0.000			22.00000	
1070	Lane Tie, Epoxy Anchored	6030030	45.000	Ea		0.000			8.00000	
1075	Driveway, Nonreinf Conc, 6 inch	8010005	1,400.000	Syd		0.000			42.50000	
1080	Driveway, Nonreinf Conc, 7 inch	8010006	105.000	Syd		0.000			47.00000	
1085	_ Driveway Opening, Conc, Det M, Modified	8027001	100.000	Ft		0.000			27.50000	
1090	Detectable Warning Surface	8030010	65.000	Ft		0.000			56.00000	
1095	Curb Ramp Opening, Conc	8030030	32.000	Ft		0.000			21.00000	

Contract: .0160-0407

Estimate: 1

Page 11 of 13



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Sta, 2018 Road Program

Category: 0001, Road

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1100	Sidewalk Ramp, Conc, 4 inch	8030034	2,000.000	Sft		0.000			6.50000	
1105	Sidewalk Ramp, Conc, 7 inch	8030037	200.000	Sft		0.000			7.50000	
1110	Sidewalk, Conc, 4 inch	8030044	75.000	Sft		0.000			5.50000	
1115	Sidewalk, Clay Brick Pavers, Rem	8030051	40.000	Sft		0.000			9.00000	
1120	_ Sidewalk, Clay Brick Pavers, Salv	8037010	40.000	Sft		0.000			16.00000	
1125	Part Width Intersection Construction	8120190	2.000	Ea		0.000			0.01000	
1130	_ Traffic Control, Minor Street	8127050	1.000	Ea		0.000			1,500.00000	
1135	_ Proposed Trees	8157050	5.000	Ea		0.000			560.00000	
1140	Sodding	8160055	1,225.000	Syd		0.000			4.40000	
1145	Topsoil Surface, Furn, 3 inch	8160061	1,225.000	Syd		0.000			4.40000	
1150	Water, Sodding/Seeding	8160090	13.000	Unit		0.000			80.00000	
1155	_ Irrigation Pipe	8237001	450.000	Ft		0.000			2.00000	
1160	_ Sprinkler Head	8237050	25.000	Ea		0.000			55.00000	
1165	_ Sprinkler Head, Adj	8237050	25.000	Ea		0.000			48.00000	
1170	_ Audio Visual Record of Construction Area	8507051	0.250	LS		0.000			2,300.00000	
1175	_ Rubbish Pickup	8507051	0.250	LS		0.000			5,000.00000	
<b>Subtotal for Category 0001:</b>										<b>6500.00</b>

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1180	Dr Structure, Rem	2030011	12.000	Ea		0.000			370.00000	
1185	Sewer, Rem, Less than 24 inch	2030015	290.000	Ft		0.000			19.00000	
1190	Sewer, CI IV, 12 inch, Tr Det B	4020987	300.000	Ft		0.000			64.00000	
1195	Sewer Bulkhead, 12 inch	4021230	2.000	Ea		0.000			225.00000	
1200	_ Storm Sewer Repr, 10 inch	4027001	6.000	Ft		0.000			200.00000	
1205	_ Storm Sewer Repr, 12 inch	4027001	6.000	Ft		0.000			200.00000	



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/27/2018 9:55 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

Project: 0160-0407 Sta, 2018 Road Program

Category: 0002, Water and Sewer

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
1210	Dr Structure, 24 inch dia	4030200	6.000	Ea		0.000			1,600.00000	
1215	Dr Structure, 48 inch dia	4030210	6.000	Ea		0.000			2,500.00000	
1220	Dr Structure, Tap, 12 inch	4030312	6.000	Ea		0.000			290.00000	

Subtotal for Category 0002: 0

Subtotal for Project 0160-0407 Sta: 6500.00

Percentage of Contract Completed(curr): 5%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$103,578.67

Total Amount Earned To Date: \$103,578.67

131

RECEIVED  
AUG 21 2018  
CITY OF GROSSE PTE. WOODS



101-224-818.000  
8/16/2018

*C. Schress*  
*Rene Smith*

Invoice 081618

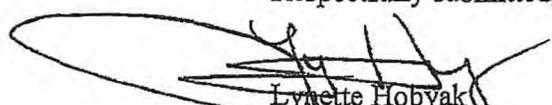
August 16, 2018

City of Grosse Pointe Woods  
Accounts Payable  
20025 Mack  
Grosse Pointe Woods, MI 48236

RE: September 2018 Services

<b>For contract assessing services rendered:</b>	
Contract Fee (\$68,006 ÷ 12).....	<u>\$ 5,667.16</u>
<b>TOTAL AMOUNT DUE .....</b>	<b>\$ 5,667.16</b>

Respectfully submitted,

  
Lynette Hobyak  
Business Manager

38110 Executive Drive, Suite 100  
Westland, MI 48185

734-595-7727 Office  
734-595-7736 Fax

13J

**DON R. BERSCHBACK**  
ATTORNEY AND COUNSELOR AT LAW  
24053 JEFFERSON AVENUE  
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FAX (586) 777-0430  
E-MAIL donberschback@yahoo.com  
August 31, 2018

OF COUNSEL  
CHARLES T. BERSCHBACK

Bruce Smith, City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RECEIVED  
SEP - 4 2018  
CITY OF GROSSE PTE. WOODS

RE: August 2018 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
08.03.18	Preparation of two new contracts for appointed officials (.50); FOIA work (.25); outside litigation work (.50)	1.25
08.08.18	Municipal Court (2.00); warrant review and follow up (.50)	2.50
08.09.18	Citizen complaint (.25)	0.25
08.13.18	Work on CC and COW agenda items (.50); outside litigation work (.25)	0.75
08.22.18	Ordinance work and follow up TCs (.50); FOIA (.25); election committee work (.25); emails, TCs, and letter correspondence (.75)	1.75
08.30.18	Emails and letter correspondence (.50); FOIA (.25); initial work on Plante & Moran audit letter (.75); work on CC and COW items (1.00)	2.50
08.31.18	TCs and emails on City matters (.50); research regarding closed executive session matters, public act 202, and related investigation (1.50); review of CDBG contracts (.50); work on agenda items for September 10th meeting (1.00)	3.50

DRB = 12.50 hours x \$170.00

TOTAL: \$ 2,187.50

Breakdown

General	10.50 Hours
Municipal Court	2.00 Hours
Bldg/Planning Comm.	0.00 Hours
MTT	0.00 Hours

TC - Telephone	LKH - Lisa K. Hathaway	GT - Gene Tutag
CTB - Charles T. Berschback	CC - City Council	CB - Cathrene Behrens
DRB - Don R. Berschback	PC - Planning Commission	CEW - Conference of Eastern Wayne
BS - Bruce Smith	FS - Frank Schulte	LFP - Lakefront Park
GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority		MTT - Michigan Tax Tribunal
SEMSED - Southeast Macomb Sanitary District		

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bfblaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK  
OF COUNSEL

August 31, 2018

Bruce Smith  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

**RE: August Billing/ CTB Only**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
08.02.18	TCs BS; work on MedStar, work on Rocket Fiber, work on AT&T Cell Tower (2.50); TC GT, review of Hawthorne Motion for Immediate Consideration, COA Motion to Stay, preparation and filing of response, call with neighbor (2.00)	4.50
08.06.18	Work on AT&T file (.50); review of GES proposal, TC FS (.25); TCs agenda items, BS, BN (.25); Hawthorne - call with COA, refiled responses to all Motions, preparation of new response (.75)	1.75
08.07.18	TCs, emails re. AT&T file (.50); preparation of Answer to T.T. Petition for 128 Sunningdale (.25); TCs on Rocket Fiber (.25)	1.00
08.08.18	Review of Municipal Court file and calls (.25); work on AT&T file; TCs re. LFP (.50)	0.75
08.09.18	AT&T, TCs GT, Mike Watza, review of all agreements, email to AT&T (1.00); initial draft of new C.I. Ordinance (.25); review of Kroger's SDD license agreement; all TCs and emails with COA and review of Order (.25)	1.50
08.10.18	Meeting at City Hall (.75); review of Municipal Court files and calls with victims (.50); work on AT&T and other agenda items (1.00); TCs on Hawthorne (.25); TC JK on lockup (.25)	2.75
08.13.18	Review of all agenda items, all TCs, prep for ZBA hearing, research, prep for AT&T and calls, finalized rates and Amendment to License Agreement, TCs BS, CB, FS (3.00); attendance at Council meeting and closed session (2.25)	5.25
08.14.18	Follow up on agenda items, TC GT (.50); TC LH, BN (.25)	0.75
08.15.18	Municipal Court docket (1.50); staff meetings on pending issues, BS, JK, LH (.50); work on Hawthorne, letter to M/C, meeting with Amanda Wheatley (.50)	2.50

08.16.18	Follow up on Kroger SDD application, review of status of DAS agreement with Mobilitie (.25); letter to Hawthorne homeowners, calls (.50); TC Municipal Court case and email (.25)	1.00
08.20.18	Review of Council agenda and packet, review of contracts and supporting documentation (1.25); finalized AT&T Amendment, email (.25); follow up on agenda items(.50); attendance at Council meeting (1.25); calls on Hawthorne (.25)	3.50
08.21.18	Meeting at City Hall, approval of concrete contract and all TCs re. signing (.75); review of warrants (.25)	1.00
08.22.18	TCs on demolition and removal (.25)	0.25
08.23.18	Calls on demolition; review of FOIA; TC SDM license (.25)	0.25
08.27.18	TC GT, review of notice of deposition, call with attorney (.25); emails with AT&T on final draft of amendment (.25); TCs on Municipal Court files, review of reports (.50), work on Medstar (.25)	1.25
08.28.18	Review of Municipal Court files, call with officer and complaining witnesses on several cases (.75); meeting with GT and BS (.25); work on SDM license files (.25)	1.25
08.29.18	Attendance at Municipal Court (2.00); miscellaneous meetings with staff (.50); TC Laura H. on TT Rivers case, TC GT(.25); calls on Hawthorne rehousing issue (.25)	3.00
8.30.18	TC LH, OMA research (.25); emails and TCs on Hawthorne, meeting with Amanda, review of motion for reconsideration (.50); TC and review of FOIA request (.25)	1.00
8.31.18	Review of pending files, prep of outline summary (.50); work on Medstar Agreement, Municipal infraction ordinance, finalize AT&T Agreement (.50)	1.00

CTB = 34.25 hours at \$150.00 per hour	\$ 5,137.50
Plus Costs: Recording Fee CDBG Lien	\$ 18.00
<b>TOTAL DUE:</b>	<b>\$ 5,155.50</b>

TC - Telephone	GT - Gene Tutag	M/C - Mayor and Council
BS - Bruce Smith	LH - Lisa Hathaway	Det. Bur. - Detective Bureau
RL - Rumph litigation	CB - Cathrene Behrens	ED - Eric Dunlap
PC - Planning Commission	TT - Tax Tribunal	

**Breakdown**

General	28.00 hours
Municipal Court	5.75 hours
Building/Planning Commission	0.00 hours
Tax Tribunal	.50 hours