


MUSKEGON COUNTY REGIONAL
WATER SYSTEM POLICY BOARD
MICHAEL E. KOBZA HALL OF JUSTICE
990 TERRACE STREET
BOARD OF COMMISSIONERS ROOM, 4TH FLOOR
JANUARY 10, 2012
2:00 P.M.

A G E N D A

- A. Call To Order.
- B. Roll.
- C. Election of Officers.
- D. Adopt Meeting Schedule.
- E. Approval of Minutes.
- F. Items for Consideration:
 - 1. Contract Change Order #1 - Evanston Tank.
 - 2. Alternate Water Supply Replacement Contract.
- G. Discussion Item - Water Purchase Agreement with City of Muskegon.
- H. Information Items:
 - 1. Regional Water System Payables.
 - 2. Budget Status.
 - 3. New Meters Set List.
 - 4. Local Fund Balance Sheet.
- I. Reports:
 - 1. Water System Update.
- J. Old Business.
- K. New Business.
- L. Audience Participation.
- M. Adjourn.


**REQUEST FOR CONSIDERATION
MUSKEGON COUNTY
REGIONAL WATER SYSTEM POLICY BOARD**

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTIAL	
REQUESTOR Public Works	MEETING DATE January 10, 2012	REQUESTOR SIGNATURE 	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
Election of Officers - Chair Vice Chair			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			

APPROVED <input type="checkbox"/> YES <input type="checkbox"/> NO DATE

FORWARD TO PUBLIC WORKS BOARD <input type="checkbox"/> YES <input type="checkbox"/> NO
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**REQUEST FOR CONSIDERATION
MUSKEGON COUNTY
REGIONAL WATER SYSTEM POLICY BOARD**

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTIAL	
REQUESTOR Public Works	MEETING DATE January 10, 2012	REQUESTOR SIGNATURE 	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
Approve the 2012 meeting schedule.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
I move to approve the 2012 meeting schedule.			

APPROVED YES NO DATE

FORWARD TO PUBLIC WORKS BOARD YES NO

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD

2012 MEETING SCHEDULE

FEBRUARY 7, 2012

MARCH 6, 2012

APRIL 10, 2012

MAY 8, 2012

JUNE 12, 2012

JULY 17, 2012

AUGUST 7, 2012

SEPTEMBER 11, 2012


OCTOBER 9, 2012

NOVEMBER 6, 2012

DECEMBER 11, 2012

All meetings are held in the Board of Commissioners Room, 4th Floor, Michael E. Kobza Hall of Justice, 990 Terrace Street, Muskegon, MI 49442, at 2:00 p.m. Special meetings and changes to this schedule will be posted 18 hours in advance at the Michael E. Kobza Hall of Justice, Muskegon Charter Township Hall, Laketon Township Hall, Dalton Township Hall, Fruitland Township Hall and the Muskegon County Department of Public Works Office.

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MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTIAL	
REQUESTOR Public Works	MEETING DATE January 10, 2012	REQUESTOR SIGNATURE 	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
Approve the minutes of the meeting held December 6, 2011.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
I move to approve the minutes of the meeting held December 6, 2011.			

APPROVED <input type="checkbox"/> YES <input type="checkbox"/> NO DATE

FORWARD TO PUBLIC WORKS BOARD <input type="checkbox"/> YES <input type="checkbox"/> NO
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MINUTES

Muskegon County Regional
Water System Policy Board
Board of Commissioners Room
Michael J. Kobza Hall of Justice
990 Terrace Street
Muskegon, Michigan
December 6, 2011

CALL TO ORDER

The meeting was called to order by Chairman David Kieft at 2:02 p.m.

ROLL

Members

Present: Kim Arter, Laketon Township
Chris Hall, Dalton Township
Alan Jager, County Commissioner (arrived at 2:38 p.m.)
David Kieft, Muskegon Charter Township
Ken Mahoney, County Commissioner
Scott Plummer, County Commissioner
Jan Deur, Fruitland Township
John Snider, County Commissioner
James Derezinski, County Commissioner

Excused: Sam St. Amour, Fruitland Township

Staff

Present: John Warner, County DPW
Karen Fisher, County DPW

Others

Present: Dave Bossenbroek, Attorney
Mike Thompson, Egelston Township
Deb Ackerman, Egelston Township
Rod Siegel, Laketon Township
Dave Smith, City of Muskegon
Jerry Sanders, Muskegon Charter Township

WSPB-11-062 - APPROVAL OF MINUTES

Moved by Ken Mahoney, seconded by John Snider, to approve the minutes of the meeting held November 8, 2011.

Motion carried

WSPB-11-063 - AGREEMENT FOR MUNICIPAL WATER SUPPLY

The Agreement for Municipal Water Supply was distributed for discussion.

Mr. Warner and Attorney Bossenbroek answered questions from the Board.

When the agreement is finalized it will be forwarded to the municipalities for their approval and then brought back to the Water Policy Board and Board of Public Works for approval.

WSPB-11-064 - INFORMATION ITEMS

Moved by Scott Plummer, seconded by Jan Deur, that the following information items be received and placed on file:

1. **Regional Water System Payables.**
2. **New Meters Set List.**
3. **Local Fund Balance Sheet.**

Motion carried

WSPB-11-065 - REPORTS - WATER SYSTEM UPDATE

The Water System Update was distributed for information.

WSPB-11-066 - OLD BUSINESS

There was no old business.

WSPB-11-067 - NEW BUSINESS

There was no new business.

WSPB-11-068 - AUDIENCE PARTICIPATION

Chairman Kieft introduced Mr. Jerry Sanders, Muskegon Charter Township DPW Director.

Muskegon County Regional
Water System Policy Board
December 6, 2011
Page Three

WSPB-11-069 - ADJOURN


Moved by Ken Mahoney, seconded by Kim Arter, to adjourn the meeting at 2:46 p.m.

Motion carried

David A. Kieft, Jr., Chairman

kf

**REQUEST FOR CONSIDERATION
MUSKEGON COUNTY
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MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED X YES <input type="checkbox"/> NO <input type="checkbox"/> PARTIAL	
REQUESTOR Public Works	MEETING DATE January 10, 2012	REQUESTOR SIGNATURE 	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>The Evanston Avenue elevated water storage tank interior painting and structural repair project (RFB-11-1901) has been complete since October 2011 and is back on line functioning very well. There were some changes to the project which need to be approved as Contract Change Order #1 (attached) which is also the balancing Change Order for the project. The Contract Change Order #1 adds \$18,300 to the total project cost bringing the total project cost to \$125,300 which is 17% above the original bid price of \$107,000. The individual changes to the project were approved by the Public Works Board and the Water System Policy Board prior to the work being completed as Bulletin #1 (attached). The cost increased substantially primarily due to the fact that we had to use pit filler over the entire interior of the riser pipe (total 18 gallons). Paying on a per-pit cost was not practical as the pits were to numerous to count. Costs to be paid from the Regional Water System fund 5910-0550.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to concur with staff and recommend to the Board of Public Works to approve Contract Change Order #1 for the Evanston Avenue elevated water storage tank interior painting and structural repair project (RFB-11-1901) in the amount of an increase to the project cost of \$18,300 bringing the total project cost to \$125,300 with costs being paid from the Regional Water System fund 5910-0550.</p>			

APPROVED YES NO DATE

FORWARD TO PUBLIC WORKS BOARD YES NO

Change Order

No. 1

Date of Issuance: November 18, 2011

Effective Date: November 18, 2011

Project: Evanston Avenue Water Tower	Owner: Muskegon County Department of Public Works	Owner's Contract No.:
Contract: 500,000 Gallon Double Ellipse Wet Interior Repaint, Piping Repaint, and Miscellaneous Repairs		Date of Contract:
Contractor: L. C. United Painting Co., Inc.		Engineer's Project No.: 22-61-06-04

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

Description:

Replace 8 damaged cathodic clips with new welded clips (\$1,600). Remove riser drain valve and weld 1/4 inch patch plates with continuous fillet welds over the floor and riser openings (\$1,100). Realign the bottom leg ladder vandal guard so the hinged section does not rub on the ladder enclosure (\$300). Apply 100% solids epoxy pit filler to pits in the bowl and riser. Provide cost per gallon of pit filler based on 1 gallon used (\$15,300).

Attachments (list documents supporting change):

Bulletin No. 1

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$107,000

[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:

\$N/A

Original Contract Times: Working days Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

\$107,000

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Increase of this Change Order:

\$18,300

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

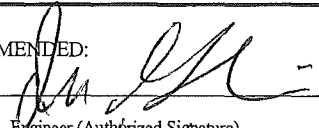
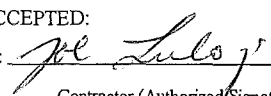
Contract Price incorporating this Change Order:

\$125,300

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

RECOMMENDED: By:  Engineer (Authorized Signature) Date: <u>11/18/11</u> Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By:  Contractor (Authorized Signature) Date: <u>11/28/11</u> Date: _____
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Muskegon County Department of Public Works
Evanston Avenue Water Tank
500,000 Gallon Double Ellipse
Wet Interior Repaint
Piping Repaint
and Miscellaneous Repairs
Contract No. 22-61-06-04
Date: September 20, 2011
Bulletin No. 1


Provide prices for the following:

1. Replace 8 damaged cathodic clips with new welded clips.
ONE Thousand Six hundred \$ 1,600.00
2. Remove riser drain valve and weld 1/4 inch patch plates with continuous fillet welds over the floor and riser openings.
ONE thousand one hundred \$ 1,100.00
3. Realign the bottom leg ladder vandal guard so the hinged section does not rub on the ladder enclosure.
Three Hundred \$ 300.00
4. Apply 100% solids epoxy pit filler to pits in the bowl and riser. Provide cost per pit based on 500 pits. \$2.30
Two Dollars, thirty Cents \$ 1,150.00
5. Apply 100% solids epoxy pit filler to pits in the bowl and riser. Provide cost per gallon of pit filler based on 1 gallon used.
Eight Hundred fifty Dollars \$ 850.00

Kantor Luley
Contractor Signature

9/21/11
Date

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REQUESTOR Public Works	MEETING DATE January 10, 2012	REQUESTOR SIGNATURE 	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>When we constructed the watermain to the Greenridge Subdivision in Laketon Township a couple years ago, MDEQ paid to connect all houses within the contaminated zone to the water system. There was one single homeowner who refused to let us on the property to perform the work. Since that time his house has been foreclosed on and recently sold. The new owners' well died soon afterwards and they desired to hook to water but could not afford the cost. Our staff worked with MDEQ to get them to agree to pay up to \$10,000 of the connection fee plus the cost of making the connection. The homeowner will pay little or nothing for this connection. The attached agreement must be executed by Muskegon County which basically extends the Greenridge agreement to this property at 245 Birch also. Staff recommends approval of the agreement.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to concur with staff and recommend to the Board of Public Works to approve the agreement with MDEQ for their payment of up to \$10,000 for costs to connect the house at 245 Birch Street in Laketon Township to the Muskegon County Regional Water System.</p>			

APPROVED <input type="checkbox"/> YES <input type="checkbox"/> NO DATE

FORWARD TO PUBLIC WORKS BOARD <input type="checkbox"/> YES <input type="checkbox"/> NO
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ALTERNATE WATER SUPPLY REPLACEMENT CONTRACT
 BETWEEN THE
 MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 AND
 MUSKEGON COUNTY DEPARTMENT OF PUBLIC WORKS

This Grant Contract (Contract) is made between the Michigan Department of Environmental Quality (DEQ), **Resource Management Division** (State), and MUSKEGON COUNTY DEPARTMENT OF PUBLIC WORKS (**MCDPW**) (Grantee).

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant assistance is set forth in 2006 PA 343. This Contract is subject to the terms and conditions specified herein.

Project Name: Greenridge Sub

Amount of grant: \$10,000

% of grant state \$100

PROJECT TOTAL: \$10,000

Start Date: December 19, 2012

End Date: March 31, 2012

GRANTEE CONTACT:

STATE'S CONTACT:

John Warner, P.E., Deputy Director
 Name/Title
Muskegon County Department of Public Works
 Organization
131 E. Apple Ave.
 Address
Muskegon MI 49442
 Address
231-724-6522
 Telephone number
231-724-6110
 Fax number
finkst@co muskegon mi us
 E-mail address
38-6006063
 Federal ID number

David DeYoung
 Name/Title
Resource Management
 Division/Bureau/Office
525 West Allegan, P.O Box 30273
 Address
Lansing, MI 48909-7773
 Address
517-241-1397
 Telephone number
517-241-1328
 Telephone number
deyoungd@michigan gov
 Fax number
 E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their agencies and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein

FOR THE GRANTEE:

 Signature

 Name/Title

 Date

FOR THE STATE:

 Signature

 Name/Title

 Date

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

- (A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.
- (B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract [other than budget line item revisions less than [15] percent of the budget line item] shall be requested by the Grantee in writing and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

- (A) The Grantee must complete and submit financial reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses]. These reports shall be due according to the following:

Reporting Period	Due Date
April 1 - June 30	July 31
July 1 - September 30	October 10
October 1 - December 31	January 31
January 1 – March 31	April 30

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

- (B) The Grantee shall submit the financial status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Contract.
- (C) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.
- (E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

- (A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.
- (B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.
- (C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.
- (D) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

This Contract is funded with state funds. Therefore the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract 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 a public transaction, as defined in 45 CFR 1185; 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.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Contract, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, unless otherwise specified in Appendix A.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Contract
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.
- (E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).
- (F) Final payment will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Contract will not be distributed without the prior written consent of the State.]

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Water service to be installed at 245 Birch, Muskegon. Under this agreement, the property will receive a water service line, plumbing connection, meter, well abandonment and property restoration. See the attached Budget Summary and Cost Detail Schedule

PROGRAM BUDGET - COST DETAIL SCHEDULE

		Budget Period: 12/19/2011 to 3/31/2012	Date Prepared: 12/1/2011
Local Agency: Muskegon Department of Public Works		Budget for Original Agreement	
Description	Quantity	Item Total	Category/ Subcategory Total
CONTRACTUAL			
Water services	1	8,000	
Water well abandonments	1	500	
Restoration		500	
Subtotal			9,000
Contingency			1,000
TOTAL PROJECT BUDGET			10,000

The addresses listed below are eligible for a state funded connection to public water:

245 Birch, Muskegon

REGIONAL WATER SYSTEM PAYABLES

Regional Water System Fund 5910

Consumers Energy	Service 44 Ottawa	\$	77.66
Consumers Energy	Service 5000 Whitehall		43.27
DTE Energy	Service 616 W. Giles		34.56
Britton & Bossenbroek	Legal services		1,190.00
DTE Energy	Service 1316 Keating		89.77
MWEA	Operator's Day - S. Fink & J. Warner		150.00
City of Muskegon	Water Dept. services October 2011		26,627.67
DTE Energy	Service 44 Ottawa		30.81
Consumers Energy	Service 616 W. Giles		540.54
USA BlueBook	100 lead tests kits		116.05
			<hr/>
			\$28,900.33

New Meters Set

Property Location	Customer Name		Installed	TWP	Size	REU
2010 DANGL	ELLEN/NELSON SWITZER TRUST	RES	W AND S 12/06/11	MUS	3/4	1.0000

New Meters Set

Property Location	Customer Name		Installed	TWP	Size	REU
2304 BECKER	TERRY/AMY KUNNEN	RES	W AND S 12/06/11	MUS	3/4 I	1.0000

LOCAL FUND BALANCE SHEET
as of December 31, 2011

	YTD .05 PER UNIT OF WATER	YTD REU REIMBURSEMENT	CURRENT ACCOUNT BALANCE
DALTON TWP	\$ 451.25	\$ 780.00	\$ 5,252.08
FRUITLAND TWP	\$ 5,102.25	\$ -	\$ 2,741.05
LAKETON TWP	\$ 3,291.34	\$ 15,700.00	\$ 27,007.46
MUSKEGON TWP	\$ 17,065.59	\$ 6,567.00	\$ 22,700.18

MUSKEGON COUNTY

M I C H I G A N

MEMORANDUM

BOARD OF PUBLIC WORKS

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District 9

TO: Muskegon County Regional Water
System Policy Board Members

FROM: John K. Warner, Director of Public Works *JKW*

RE: Project Update

DATE: January 6, 2012

Northside - Spent much time in December working on the requirements for the elevated lead sampling for the Northside System. We had to identify 40 houses with the appropriate type of plumbing and built within a specific period of time to meet EPA criteria for elevated sampling.

At Giles Road pump station, the discharge valve on pump #2 has been repaired.

The Whitehall Road watermain and the Michigan's Adventure tank were flushed on December 8, 2011.

Eastside - We have had several watermain breaks on the Eastside System this year. Most recently, we had a large break at the corner of Apple Avenue and Sheridan Road.

JKW:kf