

CITY of NOVI CITY COUNCIL

**Agenda Item C
March 21, 2011**

SUBJECT: Approval to award the second of three one-year renewal options of the water service connection contract with D&D Water and Sewer, Inc., based on the terms, conditions and pricing of the existing contract, for an estimated annual cost of \$70,500 and an effective date of April 27, 2011.

SUBMITTING DEPARTMENT: DPS, Water and Sewer Division

CITY MANAGER APPROVAL:

[Handwritten signatures and initials]

EXPENDITURE REQUIRED	\$70,500 (estimated for one year)
ADDITIONAL AMOUNT REQUIRED	N/A
LINE ITEM NUMBER	592-592-00-748-100 (Water and Sewer Fund)

BACKGROUND INFORMATION:

On April 27, 2009 the Novi City Council approved a contract for water services to provide commercial and residential water service connections (water taps) and emergency excavation assistance during water main breaks. The contract term was for one year, and upon mutual consent of the City of Novi and D&D Water and Sewer, Inc., three one-year renewal options were included. The service connections are funded through the water connection permit fee process for new construction, while water main break support services are funded directly by the Water and Sewer Fund.

This renewal is the second of the three options. The first option of renewal was granted on March 22, 2010. D&D has satisfactorily completed several water taps for the City. The contractor has been responsive, and has met general requirements and specifications of the contract. The attached letter from D & D Water and Sewer, Inc. dated January 25, 2011, indicates they are willing to extend the contract with existing terms, conditions, and pricing for another year.

RECOMMENDED ACTION: Approval to award the second of three one-year renewal options of the water service connection contract with D&D Water and Sewer, Inc., based on the terms, conditions and pricing of the existing contract, for an estimated annual cost of \$70,500 and an effective date of April 27, 2011.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				



March 9, 2011

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

Rob Hayes, Public Services Director
CITY OF NOVI
26300 Delwal Drive
Novi, Michigan 48375

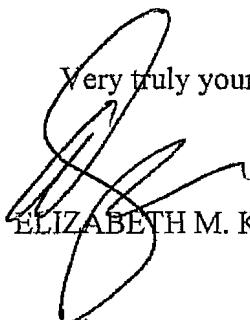
**Re: D & D Water and Sewer, Inc. Agreement
Our File No. 55142.NOV**

Dear Mr. Hayes:

We have reviewed the proposal and recommendation to extend D & D Water & Sewer Inc.'s contract for an additional term by continuing the April 27, 2009 Contractor Services Agreement for an additional one-year term. We have no objection to the one-year renewal subject to review and approval of an updated Certificate of Liability Insurance meeting the requirements of the Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK

C: Maryanne Cornelius, Clerk
Tim Sikma, Water and Sewer Manager
Thomas R. Schultz, Esquire

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D & D Water & Sewer, Inc.

ESTABLISHED IN 1970

7371 HAVERHILL LANE CANTON, MI 48187



(734) 397-3386 FAX (734) 397-8486

January 25, 2011

City of Novi DPW
26300 Delwal
Novi, MI 48375-3024

Attn.: Tim Sikma
Water & Sewer Manager

Re: Water Service Connection Contract

Dear Mr. Sikma:

D&D Water & Sewer Inc. has been the City's water service connection contractor for the past 7 years. During this time we have strived to provide the City with quality service and efficient installations in addition to assisting your water and sewer crews with emergency water main repairs.

As our contract with the City expires in April 2011, we are requesting a 1-year contract extension which includes existing pricing, terms and conditions. We are proposing that all unit prices from our original contract remain unchanged.

We appreciate your consideration very much. If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mark DiMichele". The signature is written in black ink and includes a horizontal line extending to the right.

Mark DiMichele, P.E.
President
D&D Water & Sewer, Inc.

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT commenced this 27th day of April, 2009, by and between CITY OF NOVI, 45175 West Ten Mile Road, Novi, Michigan 48375, hereinafter referred to as the "City" and D & D Water and Sewer Inc., hereinafter referred to as the "Contractor."

RECITALS:

WHEREAS, the City requires certain services be performed as a part of the distribution of water services to its customers including but not limited to the installation of new water services as well as for the repair of watermain breaks which are a part of the City's distribution system as outlined in the Request For Proposals Water Service Connection Contract Dated March 11, 2009; and

WHEREAS, the Contractor has submitted a Proposal and Vendor Questionnaire Form dated March 31, 2009, to the City for the purpose of providing those water service installations and watermain break repairs and doing such additional work as requested by the City; and

WHEREAS, the City has resolved to permit its Supervisor to execute a non-exclusive agreement with the Contractor regarding said work to be performed.

NOW THEREFORE, it is mutually agreed by and between the parties hereto, in consideration of their respective covenants and agreements herein contained as follows:

1. The City hereby retains the Contractor to perform certain services as requested by the City in the operation of its City Water Distribution System, which includes but is not limited to the installation of water services and upon request repair of watermain breaks.
2. The services to be performed and the prices therefore are as set forth in the Attached Exhibit A, which is attached to this Agreement and made a part hereof.
3. Contractor shall respond to any disruption to the City Water Distribution System, which is deemed an emergency by the City or City Water personnel, within 2 (two) hours of the time that such service is requested.
4. The Contractor shall, at the direction of the City, do such additional work as may be requested by the City such as but not limited to making additional excavations for the purpose of relocating meter pits, water meter services or water lines, or to change the depth of the meter pit. Water service installations will not be delayed as a result of these extra assignments.
5. It is agreed that the City shall make payment to the Contractor in the amounts set forth in the attached Exhibit A for the services provided.
6. The Contractor shall provide a billing to the Finance Department at the City weekly or monthly, in the discretion of the Contractor depending on the amount of the billings for any given time period. The billing shall describe, with sufficient detail, the work performed, the number of employees who performed the work, and the location where the work was performed.
7. Contractor shall at all times in the course of performing work on behalf of the City, be responsible for the maintenance of any workmen's compensation insurance required by law, and shall protect and indemnify the City against all claims for the same. The Contractor shall

also maintain an insurance policy to protect against losses to persons or property in the amount of Three Million (\$3,000,000.00), shall name the City as an additional insured and shall provide a copy of the certificate of insurance to the city for its records.

8. The Contractor shall inform the City and the property owner of any loss or damage caused by it in performing the work; and the Contractor shall take any steps necessary to mitigate and repair the damage at its own expense. The City will be responsible for properly identifying storm drains.

9. The Contractor shall at all times keep fully informed of, and shall comply with, all existing and current ordinances and regulations, county, state, or national laws in any way limiting or controlling the actions or operations of those engaged in work performed for the City. Contractor shall protect and indemnify the City and its officers and agents against any claims or liabilities arising from or based upon any violation of the same.

10. Contractor shall at all times require laborers to carry appropriate identification (ID), giving notice that they are employed or contracted to perform work by the Contractor. Such ID shall be presented upon the request of any property owner of the City and shall contain a photograph of the person presenting the identification. Vehicles used by the Contractor shall indicate with appropriate and clearly visible signage, the name of the Contractor.

11. The Contractor shall provide adequate and competent supervision at all work sites; and shall keep and maintain valid licenses, if any are required by law, to perform the work undertaken on behalf of the City.

12. No work shall, without written permission, be done between the hours of 9:00 p.m. and 7:00 a.m., except as is necessary for the proper care and protection of the work already performed, or to deal with an emergency such as a watermain break. When the City, due to an emergency or inclement weather, suspends work, the Contractor shall take such actions as are necessary to protect the public and the work and maintain the site in a neat condition.

13. The City may, upon written notice to the Contractor, terminate this agreement without further notice and without cause and without any liability to the Contractor for any losses allegedly occasioned by such termination. Contractor may terminate this Agreement upon written notice to the City Water and Sewer Manager.

14. **ADDITIONAL REQUIREMENTS - Indemnity**

The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.

The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national

origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

15. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

16. In addition to any manufacturer and other warranties, Contractor guarantees and warrants that the work will be free from defects in workmanship and materials, and that for a period of one (1) year(s) from the date of the City's payment to Contractor, any such defects that are discovered within that time and that are reported by the City to the Contractor in writing within 60 days of discovery, will be immediately corrected by repair or replacement by Contractor as directed by and at no additional cost or expense to the City.

17. Contractor is and shall perform under this Contract as an Independent Contractor with complete control over its employees, agents, subcontractors and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the City and nothing in this Contract shall create any contractual relationship between the City and any subcontractor of the Contractor.

18. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

19. Contractor shall not assign this Contract or any part thereof without the written consent of the City. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

20. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

21. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

22. The covenants herein shall bind the successors and assigns of the respective parties.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

CITY OF NOVI

Marilyn S. Troutman
MARILYN S. TROUTMAN
Charlene McLean
CHARLENE McLEAN

David B. Landry
By: David B. Landry, Mayor
Maryanne Cornelius
BY: Maryanne Cornelius, City Clerk

CONTRACTOR:

Marilyn S. Troutman
MARILYN S. TROUTMAN
Charlene McLean
CHARLENE McLEAN

Mark DiMichele
BY: Mark DiMichele,
President of D & D Water & Sewer, Inc.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 27th day of April, 2009, before me, a Notary Public, in and for said County, personally appeared DAVID LANDRY + MARYANNE CORNELIUS for the City of Novi and MARK DIMICHELE, who, known to me, being duly sworn, did say that they signed this instrument and acknowledged that they did so as their free act and deed.

Marilyn S. Troutman
, Notary Public
OAKLAND County, MI
My Commission Expires: Oct. 13, 2011

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES ON 13, 2011
ACTING IN COUNTY OF OAKLAND

Copy



cityofnovi.org

CITY OF NOVI

VENDOR QUESTIONNAIRE FORM

Date 3-31-09

Firm Name D&D Water & Sewer, Inc.

Address 7371 Haverhill Lane

City Canton State Mi. Zip 48187

Telephone 734-397-3386 Fax 734-397-8486

Email Address Dottore - D. Agua @ Msn.com

Firm Established 1970 Years in Business: 29

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many full time employees? 6

How many part time employees? 1

Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

D&D Water & Sewer specializes in Water Service Installations and Water Main Repairs. We have provided these services on a regular basis to the following communities, City of Novi, Woodhaven, Flat Rock, Van Buren Twp, Brownstown Twp and Frenchtown Twp. In addition to the above, we have installed Water Services in the following communities, Macomb Twp, City of Warren, Inlester, Livonia, Ypsilanti, Dundee, Milan, Pittsfield Twp, Ypsilanti Twp, Superior Twp, Geneva Twp and others.

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

D&D Water & Sewer has provided this service to the City of Novi for the past 5 years. In that time we have gained the trust and respect of being an honest contractor offering and supplying any service we have been requested to do, day or night.

Identify those in your firm who would be responsible, including on-site supervision for this project. Include educational background & experience of principals and those who will be working on the project.

Mark DiMichele is the owner of the company and is responsible for all operations. Mark is a registered Professional Engineer in the State of Michigan and holds a Bachelor of Science Degree in Civil Engineering from Michigan Technological University.

How many clients does your company currently serve with the type of services described? Provide a list.

Brownstown Township
Van Buren Township
City of Woodhaven

Provide an Equipment List that will be on site and available for use by the crew performing services. Attach separate sheet if necessary.

Primary Equipment, 2 Case 580 Backhoes, 3 Service Trucks, 1 Dump Truck, Various Tap Machines, Pumps, Saws and Boring equipment associated with this type of work. A detailed equipment list is attached.

Please provide a list of client references (minimum of 3). Include name, address, phone number and contact person.

1. Company name Murphy Pipeline Contractors
Address 11243-4 St. Johns Ind. Parkway
City, State Zip Jacksonville, FL 32246
Contact Andy Mayer
Phone 904-620-9702

2. Company name Stante Excavating
Address 7440 Salem Rd
City, State Zip Northville, Mi. 48168
Contact Nello Stante
Phone 248-380-9922

3. Company name Etna Supply Co.
Address 29949 Beck Rd.
City, State Zip Wixom, Mi. 48393
Contact Roger Ash
Phone 248-624-5000

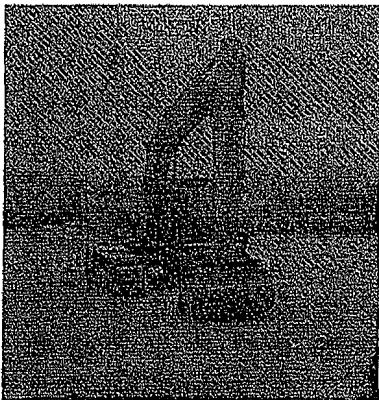
4. Charter Township of Brownstown
21313 Telegraph Rd.
Brownstown, Mi. 48183
Mark Gahny
734-675-4000

5. Van Buren Township
46425 Tyler Rd.
Van Buren Twp, Mi. 48111
Todd Knepper
734-699-8925

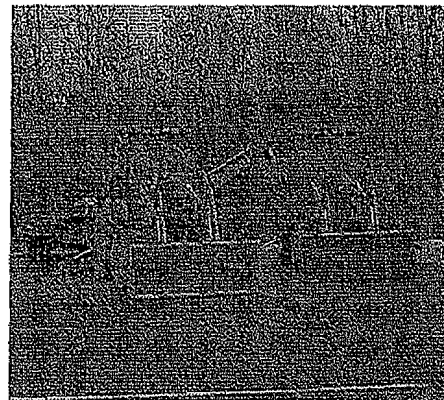
Add'l references available upon request.

Available Equipment

- 1, Case 9020 Excavator
- 2, Case 580 SuperM+ Backhoe (4WD, Ext Hoe.)
- 3, 2 ton Tool Trucks
- 2, 15 ton Tag Trailers
- 1, ¾ ton Pickup Tool Truck
- 1, 1 ton Pickup Truck
- 1, 6 CY Dump Truck
- 4, Gas Powered Boring Machines
- 2, Air Powered Boring Machines
- 1, Hydraulic Powered Boring Machine
- 1, Directional Hydraulic Push Machine, 12 inch Bore Capacity
- 4, Mueller B-101 Tap Machines
- 2, Mueller D-5 Tap Machines
- Muller CL12 and CL36 tapping machine
- 4, 2" Electric Submersible Pumps
- 4, 5000 watt Honda Generators
- 1, 24" Wacker Compactor
- 2, Stihl Chop Saws
- 1, Welding Machine
- 6,500 SF Heated Inside Work Shop for Storage of Trucks, Tools, Equipment and Materials
- 10,000 SF Outside Storage Yard Space
- Multitude of hand and power tools associated with this type of work



Excavator



Backhoes

Company name: D & D Water & Sewer



**CITY OF NOVI
PROPOSAL FORM
WATER SERVICE CONNECTIONS CONTRACT**

We the undersigned propose to furnish to the City of Novi services consistent with the Request for Proposals dated March 11, 2009.

We acknowledge the following addendums: None
(please indicate numbers)

A. BASE PROPOSAL – WATER SERVICE CONNECTIONS

<u>SIZE</u>	<u>SERVICE TYPE</u>	<u>COPPER</u>	<u>PLASTIC</u>
1"	Short (30 ft or less)	\$ <u>665 -</u>	<u>530 -</u> lump sum
1"	Long (31-60 ft)	\$ <u>1,000 -</u>	<u>800 -</u> lump sum
	Additional footage for service lines over 60 feet	\$ <u>15 -</u>	<u>10 -</u> per ft
1 1/2"	Short (30 ft or less)	\$ <u>1,000 -</u>	<u>900 -</u> lump sum
1 1/2"	Long (31-60 ft)	\$ <u>1,700 -</u>	<u>1,650 -</u> lump sum
	Additional footage for service lines over 60 feet	\$ <u>16 -</u>	<u>12 -</u> per ft
2"	Short (30 ft or less)	\$ <u>1,400 -</u>	<u>1,300 -</u> lump sum
2"	Long (31-60 ft)	\$ <u>2,200 -</u>	<u>2,000 -</u> lump sum
	Additional footage for service lines over 60 feet	\$ <u>19 -</u>	<u>14 -</u> per ft
	Site Restoration Work (if requested)	\$ <u>40 -</u>	per hour
	Sod, including topsoil (if requested)	\$ <u>12 -</u>	per square

B. 24-HOUR WATER MAIN WORK AND OTHER UNIT PRICES

<u>ITEM</u>	<u>SERVICE</u>	<u>COPPER</u>	<u>PLASTIC</u>
1.	Directional Drill up to 2" service line	\$ <u>—</u>	<u>18 -</u> per ft

Company name: D&D Water & Sewer

- | | | | |
|-----|--|--------------|---------------------|
| 2. | Dig through frost when additional equipment is necessary | \$ <u>—</u> | <u>75</u> per tap |
| 3. | Minimum Charge Main Break (7:30 AM - 4:00 PM) | \$ <u>—</u> | <u>200</u> each |
| 4. | Minimum Charge Main Break (After 4:00 PM) | \$ <u>—</u> | <u>200</u> each |
| 5. | Backhoe w/operator (7:30 AM - 4:00 PM) | \$ <u>—</u> | <u>75</u> per hour |
| 6. | Backhoe w/operator (After 4:00 PM) | \$ <u>—</u> | <u>95</u> per hour |
| 7. | Laborer (7:30 AM - 4:00 PM) | \$ <u>—</u> | <u>40</u> per hour |
| 8. | Laborer (After 4:00 PM) | \$ <u>—</u> | <u>50</u> per hour |
| 9. | Dump Truck up to 10 cubic yards (24 hours/7 Days) | \$ <u>—</u> | <u>65</u> per hour |
| 10. | Hydraulic Excavator to 3 cubic yards (24 hours/7Days) | \$ <u>—</u> | <u>100</u> per hour |
| 11. | Mobilize Excavator to 3 cubic yards (24 hours/7Days) | \$ <u>—</u> | <u>400</u> each |
| 12. | Abandon Water Service | \$ <u>—</u> | <u>300</u> each |
| 13. | Labor & Equipment to Remove and Replace Fire Hydrant | \$ <u>—</u> | <u>1,600</u> each |
| 14. | Additional Charges for HDPE Fusion Taps | \$ <u>—</u> | <u>65</u> each |
| 15. | Pipe Bursting up to 8" Water Main | \$ <u>—</u> | <u>70</u> per ft |
| 16. | Remove and Replace Curb Box and Rod | \$ <u>—</u> | <u>165</u> each |
| 17. | Site Restoration Work (if requested) | \$ <u>40</u> | per hour |
| 18. | Sod, including topsoil (if requested) | \$ <u>12</u> | per square |

Mark DiNubile
President D & D Water & Sewer, Inc.
3/31/09