



**CITY OF NOVI CITY COUNCIL**  
**APRIL 3, 2023**

**SUBJECT:** Approval to amend the Water Service Connections contract with D&D Water & Sewer, Inc. to adjust select unit costs to reflect the increase in certain material costs.

**SUBMITTING DEPARTMENT:** Department of Public Works, Water & Sewer Division

**BACKGROUND INFORMATION:**

D&D Water & Sewer has been the City's water service connection contractor for many years. Recently, the owner requested an adjustment to the fees for the water service installations to help offset the unanticipated increase in material costs. The proposed unit cost revisions include adjustments to three items (copper service leads, corporation stops, and curb stop valve boxes) for the 1-inch, 1.5-inch and 2-inch service leads D&D installs for the City. The price for labor and other services in the contract remain unchanged.

The City Attorney has reviewed this request and has prepared the attached *Addendum to Agreement for Water Service Connections*. The City and D&D Water & Sewer have maintained a professional and positive working relationship for years, and staff agrees the fee adjustment request to be reasonable based on the cost increases across the industry. This fee adjustment would result in an annual increase of approximately \$43,000.

The revised fees would remain in effect for the remainder of the contract through May of 2025.

**RECOMMENDED ACTION:** Approval to amend the Water Service Connections contract with D&D Water & Sewer, Inc. to adjust select unit costs to reflect the increase in certain material costs.

**ADDENDUM TO AGREEMENT FOR WATER SERVICE CONNECTIONS**

This Addendum to the Agreement for Water Service Connections is between the CITY OF NOVI, whose address is 45175 Ten Mile Road, Novi, MI 48375 ("City") and D&D WATER AND SEWER, INC., whose address is 57000 Sheldon Road S., Canton, MI 48188 ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement for Water Service Connections on or about May 10, 2021, and

WHEREAS, Contractor has properly and adequately performed under such Agreement; and

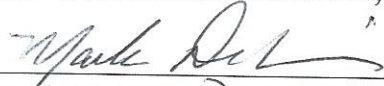
WHEREAS, the term of the Agreement, including unit prices for Contractor's work, is four (4) years, and will therefore expire on May 10, 2025; and

WHEREAS, Contractor and City have agreed that it is appropriate under changed circumstances to increase the unit prices for certain work.

NOW, THEREFORE, for and in consideration of the foregoing, the Parties agree as follows:


1. Unit prices for water service connections shall be as set forth in the attached Exhibit A from and after April 3, 2023, through the remaining term of the Agreement.
2. Except as otherwise provided in paragraph 1, the terms and provisions of the Agreement are complete and unchanged and shall remain in full force and effect as initially approved.

**D&D WATER AND SEWER, INC.**

  
By: MARK DI MICHELE  
Its: PRESIDENT

STATE OF MICHIGAN )  
                          Wayne ) ss  
COUNTY OF ~~OAKLAND~~ )

The foregoing document was acknowledged before me by Mark Dimichele, on behalf of D&D Water and Sewer, Inc., on the 16<sup>th</sup> day of March, 2023.

  
Notary Public  
Wayne County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: 3/13/2025



Jabin B. Young  
Notary Public, State of MI  
County of Wayne  
My Commission Expires Mar. 13, 2025  
Acting in the County of Wayne



**ADDENDUM TO AGREEMENT FOR WATER SERVICE CONNECTIONS**

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WHEREAS, the City and Contractor entered into an Agreement for Water Service Connections on or about May 10, 2021, and

WHEREAS, Contractor has properly and adequately performed under such Agreement; and

WHEREAS, the term of the Agreement, including unit prices for Contractor's work, is four (4) years, and will therefore expire on May 10, 2025; and

WHEREAS, Contractor and City have agreed that it is appropriate under changed circumstances to increase the unit prices for certain work.

NOW, THEREFORE, for and in consideration of the foregoing, the Parties agree as follows:

1. Unit prices for water service connections shall be as set forth in the attached Exhibit A from and after April 3, 2023, through the remaining term of the Agreement.
2. Except as otherwise provided in paragraph 1, the terms and provisions of the Agreement are complete and unchanged and shall remain in full force and effect as initially approved.

**D&D WATER AND SEWER, INC.**

Mark Di Michele  
By: MARK DIMICHELE  
Its: PRESIDENT

STATE OF MICHIGAN )  
Wayne ) ss  
COUNTY OF ~~OAKLAND~~ )

The foregoing document was acknowledged before me by Mark Dimichele, on behalf of D&D Water and Sewer, Inc., on the 16<sup>th</sup> day of March, 2023.

Jabin B. Young  
Notary Public  
Wayne County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: 3/13/2025



Jabin B. Young  
Notary Public, State of MI  
County of Wayne  
My Commission Expires Mar. 13, 2025  
Acting in the County of Wayne





## CITY OF NOVI

## WATER SERVICE CONNECTIONS CONTRACT

## BID FORM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

**A. BASE BID – WATER SERVICE CONNECTIONS**

SIZE	SERVICE TYPE	UNIT	COST FOR COPPER	
1"	Short (30 ft or less)	EACH	850.00	1,265.63
1"	Long (31-60 ft)	EACH	1,350.00	1,997.02
1"	Additional length for service lines over 60 feet	PER FOOT	19.00	25.27
1"	Additional cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	EACH	600.00	
1-1/2"	Short (30 ft or less)	EACH	1,300.00	1,611.72
1-1/2"	Long (31-60 ft)	EACH	2000.00	2,485.27
1-1/2"	Additional length for service lines over 60 feet	PER FOOT	22.00	29.26
1-1/2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	600.00	
2"	Short (30 ft or less)	EACH	1400.00	1,815.63
2"	Long (31-60 ft)	EACH	2650.00	3,297.02
2"	Additional length for service lines over 60 feet	PER FOOT	24.00	31.92
2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	600.00	

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

<b>ITEM</b>	<b>SERVICE</b>	<b>UNIT</b>	<b>PRICE</b>
1.	Directional Drill up to 2" service line	Per foot	25.00
2.	Dig through frost when additional equipment is necessary	Per tap	350.00
3.	Minimum Charge Main Break (7:30 AM - 4:00 PM)	Each	500.00
4.	Minimum Charge Main Break (After 4:00 PM)	Each	500.00
5.	Backhoe w/operator (7:30 AM - 4:00 PM)	Per hour	95.00
6.	Backhoe w/operator (After 4:00 PM)	Per hour	105.00
7.	Laborer (7:30 AM - 4:00 PM)	Per hour	55.00
8.	Laborer (After 4:00 PM)	Per hour	65.00
9.	Dump Truck w/driver, up to 10 cubic yards (24 hours/7 Days)	Per hour	95.00
10.	Hydraulic Excavator w/driver, to 3 cubic yards (24 hours/7Days)	Per hour	125.00
11.	Mobilize Excavator to 3 cubic yards (24 hours/7Days)	Each	500.00
12.	Abandon Water Service	Each	500.00
13.	Labor & Equipment to Remove and Replace Fire Hydrant	Each	3,500.00
14.	Additional Charges for HDPE Fusion Taps	Each	100.00
15.	Pipe Bursting up to 8" Water Main	Per foot	150.00
16.	Pipe Re-lining, up to 8" Water Main	Per foot	500.00
17.	Remove and Replace Curb Box and Rod	Each	350.00
18.	Site Restoration Work (if requested)including labor and equipment.	Per hour	50.00
19.	Sod restoration, including topsoil (if requested),	Per square yard	18.00
20.	Sand Backfill (if requested)	Per Square Yard	30.00
21.	21AA Aggregate (if requested)	Per Square Yard	30.00



June 16, 2021

D & D Water & Sewer, Inc  
5700 Sheldon Rd. S.  
Canton, MI 48188

Re: Contract for Water Service Connections

**CITY COUNCIL**

**Mayor**  
Bob Gatt

**Mayor Pro Tem**  
Dave Staudt

Andrew Mutch

Laura Marie Casey

Hugh Crawford

Justin Fischer

Julie Maday

**City Manager**  
Peter E. Auger

**City Clerk**  
Cortney Hanson

Dear Mr. DiMicihele:

Enclosed for your records, please find an original contract which was approved by Novi City Council on May 10, 2021.

Sincerely,

Melissa Morris  
Administrative Assistant

Enclosures

cc: Ben Croy, City Engineer  
Scott Roselle, Water & Sewer Manager  
Jeff VanCurler, Senior Customer Service Rep. (Field)  
Tracey Marzonie, Purchasing Manager

**City of Novi**  
45175 Ten Mile Road  
Novi, Michigan 48375  
248.347.0460  
248.347.0577 fax

cityofnovi.org



## CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48375 "City", and D & D Water & Sewer, Inc., whose address is 5700 Sheldon Road S, Canton, Michigan 48188, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment, performance, and maintenance bonds as required, in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within 30 days of the Effective Date of this Contract. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor amounts due after satisfactory completion of the work and within thirty (30) days of receiving an invoice for the work from the Contractor.

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. 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 specified 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.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. 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.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Peter E. Auger, City Manager and Cortney Hanson, City Clerk

Contractor: D & D Water & Sewer, Inc. Mark DiMichele, President

Contract Term. The Contract Term shall be as set forth in the attached Exhibit A.

Contract Termination. The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to

that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

Waivers. 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.

WITNESS AND DATES  
OF SIGNATURES:

Cortney Hanson  
Cortney Hanson

Date: 6-7-21

Halley Hilton  
Halley Hilton

Date: 6/16/21

CITY OF NOVI  
Robert J. Gatt  
By: Robert J. Gatt  
Its: Mayor

Cortney Hanson  
By: Cortney Hanson  
Its: Clerk

WITNESSES AND DATES  
OF SIGNATURES:

\_\_\_\_\_

Date: 5/19/21

CONTRACTOR

D & D Water & Sewer, Inc

Mark DiMichele  
By: Mark DiMichele  
Its: President



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

**BID FORM**

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

**A. BASE BID – WATER SERVICE CONNECTIONS**

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21.	21AA Aggregate (if requested)	Per Square Yard	30.00

We acknowledge receipt of the following Addenda: None  
(please indicate numbers)

**EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here or attached on a separate sheet of paper):**

No Exceptions  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NON-IRAN LINKED BUSINESS**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

**THIS BID SUBMITTED BY:**

Company (Legal Registration) D & D Water & Sewer, Inc

Address 5700 Sheldon Rd S

City Canton State MI Zip 48188

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

Agent's Name Mark DiMichele

Agent's Title President

Signature 

E-mail Markd@ddwatersewer.com

Date 3/30/2021



CITY OF NOVI  
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE  
WATER SERVICE CONNECTIONS

Failure to answer all questions could result in rejection of your bid.

Name of Firm D & D Water & Sewer, Inc  
Address: 5700 Sheldon Rd S  
City, State Zip Canton, M 48188  
Telephone 734-397-3386 Fax 734-397-8486  
Mobile 734-368-2375  
Agent's Name (please print) Mark DiMichele  
Agent's Title President  
Email Address: Markd@ddwatersewer.com  
Website ddwatersewer.com

1. Organizational structure: Corporation, Partnership, etc. S Corporation
2. Firm established: August 9, 1970 Years in business: 50
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?  
No  Yes  Reason: \_\_\_\_\_
4. Under what other or former names has your organization operated?  
\_\_\_\_\_
5. How many current full time employees? 22 Part time? \_\_\_\_\_
6. Are you able to provide insurance coverage as required by this ITB? yes
7. 24/7 Emergency Telephone Number 734-368-2375
8. Provide your procedure for handling night & weekend calls  
Phone line line is monitored 24/7, emergency repairs will be responded to in 2 hours.
9. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where services have been provided. Company has provided water service and emergency repairs since it's inception in 1970. Current municipalities we are working in are, Novi, Browntown Twp, Huron Twp, Flat Rock, S Rockwood, Brownstown Twp, Van Burent Twp, Dearborn Heights, Redford Twp, Livonia and others.

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

We have credit at all supply houses in Southeast Michigan to provide materials for the water service connection contract. Our bonding capacity is \$10 million. Financial statements are available for review if necessary.

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

Mark DiMichele is the owner of the company and has 30 years plus experience in the municipal field a BSCE from Michigan Technological University and is a registered Profession Engineer in the State of Michigan. We have in the past and hopefully will continue to provide assistance to City of Novi staff to address non typical situations that arise from time to time.

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12. List equipment and tools that will be on-site and available for use by the crew performing services. Attach a separate sheet if necessary:

See Attachment A

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13. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

See Attachment B

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14. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company Charter Township of Brownstown



Address 21313 Telegraph Rd, Brownstown MI 48183

Phone 734-675-4000 Contact name Bill Turner

Company Huron Charter Township

Address 22950 Huron River Dr, New Boston MI 48164

Phone 734-753-4466 Contact name Jim Lancaster

Company City of Dearborn Heights

Address 24600 Van Born Rd, Dearborn Heights MI 48125

Phone 313-791-6000 Contact name John Selmi

Please see attachment C for Additional References

15. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No  Yes

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

16. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: 

Representative's Name (please print) Mark DiMichele

Date 3/30/2021